

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
NOVEMBER 18, 2024
6:30 PM
AGENDA**

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, November 18, 2024 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items:

CALL TO ORDER

- Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

This is an opportunity for citizens to address the convened City Council of this meeting on any matter. The presiding officer may ask for the citizen to hold his or her comment on an agenda item until that agenda item is reached. Any response from a member of the convened City Council to comments related to items not on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future meeting.

COUNCIL COMMENTS:

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include, but not necessarily limited to any of the following:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

RECOGNITION:

Life-Saving Award
Citizen of the Year Award

CONSENT AGENDA:

1. Consideration and action to approve minutes from the 11/06/2024 Special City Council Meeting. (Walls)
2. Consideration and action to approve the Bank Proposal, Bank Depository Agreement, and Collateral Security Agreement with First Financial Bank and authorizing the City Manager to

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execute any documents in connection therewith. (Cox)

3. Consideration and action to approve and authorize the City Manager to execute a contract with TodoVerde for the Information Technology (IT) Network Infrastructure Upgrade. (Suber)
4. Consideration and action to approve Resolution No. 2024-0024, authorizing the award of Administrative/Project Delivery Service Provider Contract(s) for the 2025-2026 Texas Community Development Block Grant (TxCDBG) Fund Project. (Award TxCDBG grant administrator contract) (Suber)
5. Consideration and action to approve Resolution No. 2024-0025, authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Community Development funds. (Authorize TxCDBG grant application) (Suber)

NEW BUSINESS:

6. TRA Presentation on shared Wastewater Plan Study. (Dwiggins)
7. Consideration and action to approve Resolution No. R2024-0023, authorizing professional service provider selection and authorized signatories for the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program through the Texas General Land Office (GLO). (DeBuff)
8. Discussion, workshop and consideration and action regarding expansion of scope for drafting a temporary zoning district for the Downtown area. (French)
9. Consideration and action to authorize the City Manager to negotiate with Aguirre & Fields on the N. Cummings project to extend the scope of work to C.R. 604 and to execute a change order. (Dwiggins)
10. Consideration and action to approve a Services Agreement with BHC Engineers to relocate the existing 8-inch waterline and expand it to a 12-inch line for the construction of N. Cummings Drive. (Dwiggins)
11. Consideration and action to award the bid for the reconstruction of the three blocks of S. Friou Street between E. Atchley Street and the BNSF rail, and authorize the City Manager to negotiate and execute a contract. (Dwiggins)
12. Consideration and action to award the bid for street repairs on Davis Avenue between S. Sparks Street and S. Cummings Drive, and authorize the City Manager to negotiate and execute a contract. (Dwiggins)
13. Consideration and action to award the bid for Davis Avenue wastewater gravity line construction and authorize the City Manager to negotiate and execute a contract. (Dwiggins)
14. Consideration and possible action on the application of Drew Terrell with Bruckner Truck Sales for approval of a combination plat to create Lot 1, Block 1 of the Bruckner Addition being 26.995 acres, approximately addressed at 6624 CR 604. (French)
15. Consideration and action to approve a Professional Service Agreement with SafeBuilt for code enforcement, plan review, and inspection services available, including inspection of subdivision and construction plans and onsite sewer facilities to supplement current personnel services, as needed. (French)
16. Public Hearing, consideration and action to approve Ordinance No. 2024-0022, amending article VII, "Administration and Enforcement," of Chapter 42, "Zoning," of the Code of Ordinances, City of Alvarado, Texas by adding a new section reestablishing the Planning and Zoning Commission. (Walls)
17. Presentation, consideration and action to approve the new personnel manual for the City of

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Alvarado, Texas. (Walls)

EXECUTIVE SESSION:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in executive session to deliberate regarding the following matters:

1. § 551.071. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- Any item on the agenda.

2. § 551.087. Deliberation regarding economic development negotiations. The City Council may convene in Executive Session to discuss or deliberate regarding commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the city and with which the city is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect as described above.

- Project Featherbound

3.2. § 551.072. Deliberation regarding real property. The City Council may convene in Executive Session to discuss or deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- 201 N Spears House - Red-C-01
- Project N. Parkway 2024 A

RECONVENE TO REGULAR SESSION:

18. Consideration and any action necessary as a result of items legally discussed in Executive Session.
19. Consideration and action to authorize the Economic Development Director and City Manager to negotiate and execute Project Red-C-01 Agreement based on terms discussed in Executive Session.
20. Consideration and action to authorize the Economic Development Director and City Manager to negotiate and execute Project N. Parkway 2024 A Agreement based on terms discussed in Executive Session.

ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail: wallsb@cityofalvarado.org Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

NON-DISCRIMINATION STATEMENT

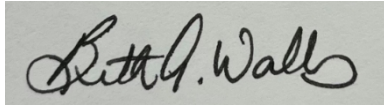
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The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on Friday November 15, 2024 at 6:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

A handwritten signature in black ink, reading "Beth A. Walls", is displayed on a light gray rectangular background.

Beth A Walls, TRMC, IPMA-SCP, CPM
City SecretaryHRD

CITY OF ALVARADO
County of Johnson
State of Texas
11/06/2024
City Council Minutes

The City Council of the City of Alvarado met in Special Called Session on Wednesday, November 6, 2024, at 6:30 p.m. The following were present for roll call:

Name	Title	Present	Absent	Excused
Jacob Wheat	Mayor	X		
Carrie Keeton	Council Ward 1			X
Beverly Short	Council Ward 1	X		
Lydia Moon	Mayor Pro-Tem Ward 2	X		
Cherry Bryant	Council Ward 2	X		
Scott Arthur	Council Ward 3	X		
Kevin Thomas	Council Ward 3	X		

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Jessica Hill	Deputy City Secretary
Laura Cox	Chief Financial Officer
Lindsey Hale	City Attorney
Donielle Suber	Director of Administrative Services
Justin French	Community Development Director
Hillary Cromer	Economic Development Director
John Rodgers	Fire Chief
Teddy May	Police Chief
Mike Dwiggin	Public Works Director

Mayor Jacob Wheat called the meeting to order at 6:35 p.m. and Jacob Wheat gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

None.

COUNCIL COMMENTS:

Jacob Wheat: Shared updates on recent elections, noting that the Alvarado ISD VATRE Bond failed, while the Johnson County Transportation Bond was passed. Gave reminder of the Outdoor Movie Night Series on November 9, 16, and 22, starting at 6:00 p.m. on the square in downtown Alvarado.

Lydia Moon: Announced that New Life Ministry will donate 200 turkeys on November 23, starting at 10:00 a.m.

CONSENT AGENDA:

1. **Consideration and action to approve minutes from the 10/21/2024 Regular City Council Meeting.**
3. **Consideration and action to appoint an alternate to the Planning and Zoning Commission (P&Z).**

Motion was made by Lydia Moon and seconded by Beverly Short to approve items #1 and #3 on the Consent Agenda.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

REGULAR BUSINESS:

2. **Consideration and action to install stop signs, establishing a three-way stop at the intersection of Cheyenne Trail and Cortese Lane, and a four-way stop at the intersection of Cheyenne Trail and Cherokee Trail.**

A complaint was submitted to the city regarding excessive speeding on Cheyanne and Comanche streets due to increased traffic from a nearby new subdivision. To address the issue, the Police Department recommends installing stop signs, which would also help manage anticipated future growth in the area.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve a three-way stop at the intersection of Cheyenne Trail and Cortese Lane, and a four-way stop at the intersection of Cheyenne Trail and Cherokee Trail.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

4. **Consideration and action to approve Resolution No. R2024-0022, affirming the casting of votes in the 2025-2026 Election of the Board of Directors for the Central Appraisal District of Johnson County, Texas.**

All candidates nominated at the 09/16/2024 Regular City Council Meeting have been included on the ballot. Council Members were informed that the Johnson County Appraisal District has allocated the City of Alvarado 66 votes.

The complete list of candidates and votes received includes:

Candidate	Votes Received
James Cockrell	0
Cesar Diaz	0
Benjamin Bruce Gibson	0
Duaine Goulding	0
Amy Lingo	0
Lauren Pate	0
Brannon Potts	0
John Wood	66

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve Resolution No. R2024-0022, affirming the casting of votes in the 2025-2026 Election of the Board of Directors for the Central Appraisal District of Johnson County, Texas.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

5. **Presentation and discussion on the City of Alvarado's Information Technology (IT) Network Infrastructure Upgrade.**

TodoVerde presented to the council regarding the need to upgrade the City's IT Network Infrastructure. The presentation covered improvements to enhance network reliability, security, compliance, as well as cost.

No action taken.

6. **Consideration and action to authorize the City Manager to execute construction contracts with Midwest Wrecking Company (Demolition) and Southside Environmental Services, LLC (Asbestos Abatement), in the amount of \$59,265.00, to provide for the asbestos abatement and demolition of the City of Alvarado Senior Citizens Center located at 201 E. College Avenue.**

The Alvarado SCC was found to require extensive repairs due to neglect and water damage. An assessment indicated repair costs may exceed the building's value. Staff solicited bids for asbestos abatement, demolition, and site preparation and recommended approval of contracts with Midwest Wrecking Company and Southside Environmental Services, LLC, to move forward with the project.

Motion was made by Lydia Moon and seconded by Beverly Short to authorize the City Manager to execute construction contracts with Midwest Wrecking Company and Southside Environmental Services, LLC, in the amount of \$59,265.00 to provide for the asbestos abatement and demolition of the City of Alvarado Senior Citizens Center located at 201 E. College Avenue.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

There being no further business, Mayor Wheat adjourned the meeting at 7:16 P.M.

Passed and approved this the 18th day of November, 2024.

Jacob Wheat, Mayor

Respectfully Submitted,

Beth A. Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Laura Cox, CFO

AGENDA ITEM:

Consideration and action to approve the Bank Proposal, Bank Depository Agreement and Collateral Security Agreement with First Financial Bank and authorize the City Manager to execute any documents in connection therewith.

BACKGROUND & FINDINGS:

The City requires a banking depository contract with a qualified financial institution to provide banking services in accordance with the Texas Local Government Code, Chapter 105. The City submitted Requests for Proposal (RFP) for a new Bank Depository Agreement in August 2024 and advertised in the paper and on the City's website as required by law; however, no proposals were received. At that point, we consulted with the City Attorney who advised we could contact the prior bank or any other preferred bank to negotiate a contract or re-notice the RFP. We chose to contact the City's existing bank, First Financial, to negotiate a contract.

FINANCIAL IMPACT:

The Bank Proposal continues to offer the existing interest rate for interest-bearing accounts and flat \$350.00 monthly fee.

RECOMMENDATION:

Staff recommends that the City Council approves the proposal from First Financial Bank for a two (2) year contract with the option to extend the contract for three (3) additional one-year terms and authorizes the City Manager to execute the documents in connection therewith.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Bank Proposal
2. Bank Depository Agreement
3. Collateral Security Agreement



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:

Consider and action to approve and authorize the City Manager to execute a contract with TodoVerde for the Information Technology (IT) Network Infrastructure Upgrade.

BACKGROUND & FINDINGS:

In August 2024, the City of Alvarado contracted with TodoVerde as the City's Information Technology (IT) service provider and will provide support, manage, and improve its IT operations and functionality.

On November 6, TodoVerde provided City staff with an IT risk assessment on the current condition of the City's IT network infrastructure. According to TodoVerde, the City's network infrastructure is made up of devices and/or equipment (routers, switches, firewalls, servers, etc.) from various vendors, which manufacturers no longer support.

The City's current network infrastructure poses security concerns and interruptions to City operations and is not Criminal Justice Information Services (CJIS) compliant for Public Safety. Therefore, TodoVerde recommends an immediate refresh of all network and server hardware.

FINANCIAL IMPACT:

The IT Network Infrastructure update will cost \$134,474.16.

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to executive a contract with TodoVerde for the Information Technology (IT) Network Infrastructure Upgrade.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

IT Network Infrastructure Update Quote



PO Box 2738,
Burleson, TX 76097
Phone: 214-538-0800

Quotation

Number: **2055**

Date: **09/05/2024**

Quote prepared for: **Paul DeBuff**

Bill To:
Paul DeBuff
City of Alvarado
104 W. College Ave
Alvarado, TX 76009
Phone: (817)790-3351
Email: debuffp@cityofalvarado.org

Ship To:
Paul DeBuff
City of Alvarado
104 W. College Ave
Alvarado, TX 76009

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	C600500C014A	60GHz cnWave V1000 Client Node no Cord Mfr: CAMBIUM NETWORKS UNSPSC : 31162800	\$ 389.76	2	\$ 779.52
*2	FG-60F-BDL-950-36	FortiGate-60F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP) Mfr: FORTINET, INC	\$ 1,380.88	1	\$ 1,380.88
*3	FG-40F-BDL-950-36	FortiGate-40F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP) Mfr: FORTINET, INC	\$ 903.64	4	\$ 3,614.56
*4	FS-148F-POE	Fortinet FortiSwitch 100 FS-148F-POE Ethernet Switch - 48 Ports - Manageable - 2 Layer Supported - Modular - 476.30 W Power Consumption - 370 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U High - Rack-mountable - TAA Compliance Mfr: FORTINET, INC UNSPSC : 43222612	\$ 1,657.17	9	\$ 14,914.53
*5	FAP-231F-A	Fortinet FortiAP FAP-231F 802.11ax 1.73 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - 3 x Internal Antenna(s) - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - 17 W - Ceiling Mountable, Wall Mountable, Rail-mountable - TAA Compliance Mfr: FORTINET, INC UNSPSC : 43222631	\$ 310.88	19	\$ 5,906.72
*6	TV-Tech Installation Services	Tech Installation Services Mfr: TODOVERDE	\$ 110.00	80	\$ 8,800.00
*7	TV-PRO-SVC-L3 TIPS	Engineering Mfr: TODOVERDE	\$ 250.00	70	\$ 17,500.00
*8	TV-PRO-CBL-SVCS	CABLING Mfr: TODOVERDE	\$ 95.00	21	\$ 1,995.00
*9	TV-CBL-MISC	MISC (Pull String, Velcro, Raceway, Tape, etc.) Mfr: TODOVERDE	\$ 500.00	1	\$ 500.00
*10	Dell PowerEdge R660	PowerEdge R660 Server Mfr:	\$ 8,956.20	3	\$ 26,868.60
*11	Dell HBA355e	Dell Adapter Low Profile/Full Height, CK Mfr:	\$ 568.87	3	\$ 1,706.61
*12	Dell ME5024	Dell Storage Array Mfr:	\$ 24,538.69	2	\$ 49,077.38
*13	RM-FR-T10	RACKMOUNT.IT RM-FR-T10 Rack Shelf - For Firewall - 1U Rack Height x 19" Rack Width - Rack-mountable - Signal White - TAA Compliance Mfr: RACKMOUNT.IT UNSPSC : 24102004	\$ 113.31	1	\$ 113.31
*14	RM-FR-T14	RACKMOUNT.IT FortiRack RM-FR-T14 Rackmount Kit - For Firewall - 1U Rack Height x 19" Rack Width - Rack-mountable - Signal White - TAA Compliance Mfr: RACKMOUNT.IT UNSPSC : 31162309	\$ 113.23	4	\$ 452.92
*15	FC-10-148FP-284-02-36	Fortinet FortiCare plus Advanced Services Ticket Handling - Extended Service (Renewal) - 3 Year - Service - 24 x 7 x Next Business Day - Service Depot - Exchange - Parts Mfr: FORTINET, INC UNSPSC : 81111805	\$ 727.63	1	\$ 727.63



PO Box 2738,
Burleson, TX 76097
Phone: 214-538-0800

Quotation

Number: **2055**

Date: **09/05/2024**

Quote prepared for: **Paul DeBuff**

Item #	Mfr. Part	Description	Price	Qty.	Extended
*16	FC-10-PF231-284-02-36	Fortinet FortiCare plus Advanced Services Ticket Handling - Extended Service (Renewal) - 3 Year - Service - 24 x 7 x Next Business Day - Service Depot - Exchange - Parts Mfr: FORTINET, INC UNSPSC : 81111805	\$ 136.50	1	\$ 136.50
16 item(s)			Sub-Total		\$ 134,474.16
			Tax @ 8.25%		\$ 0.00
			Freight		\$ 0.00
			Total		\$ 134,474.16
(*) Tax exempted Part(s)					

Customer Comments

City of Alvarado (Network Refresh)

Quote Valid Until: 11/22/2024

Payment Details

Pay by: Company PO

Terms and Conditions

TIPS: 230504

Quotation Valid For 30 Days.

Payment terms are Net 30

All Prices are in US Dollars.

Prices do not include taxes. Customer shall be responsible for any applicable taxes.

Shipping and Delivery Details

Shipping via: Delivery

Prepared by: **Joshua Howard**

Email: **jhoward@todoverdellc.com**

Phone: **714-345-2040**



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:

Consideration and action to approve Resolution No. 2024-0024, authorizing the award of Administrative/Project Delivery Service Provider Contract(s) for the 2025-2026 Texas Community Development Block Grant (TxCDBG) Fund Project.

BACKGROUND & FINDINGS:

On November 1, 2024, City staff advertised, with Cleburne Times Review, requests for proposals for a Professional Administrator/Service Provider (individual/firm) to assist the City with the preparation of the application and administration of the 2025-26 Texas Community Development Block Grant (TxCDBG) contract, for grant funds totaling \$750,000.

On November 15, 2024, the City received only one (1) proposal for a Professional Administrator/Service Provider to assist with the preparation of the application and administration of the 2025-26 TxCDBG. The single proposal was received from GrantWorks.

TxCDBG funds can be used for a variety of activities that work to improve decent housing and suitable living environments and expand economic opportunities, particularly for low-to-moderate-income persons. If the City is awarded this grant, funds will primarily be used for street improvements.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this ordinance.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

Resolution No. 2024-0024

RESOLUTION NO. R2024-0024

**A RESOLUTION OF CITY OF ALVARADO, TEXAS, AUTHORIZING
THE AWARD OF ADMINISTRATIVE/PROJECT DELIVERY SERVICE
PROVIDER CONTRACT(S) FOR THE 2025-2026 TEXAS COMMUNITY
DEVELOPMENT BLOCK GRANT FUND PROJECT.**

WHEREAS, the 2025-2026 Texas Community Development Fund Program contract requires implementation by professionals experienced in completion of federally funded administrative services;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for Construction services has been completed in accordance with Texas CDBG requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for the professional service;

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

SECTION 1

That GrantWorks be selected to provide TxCDBG application and project-related administration/project delivery services for the 2025-2026 Community Development Fund project.

SECTION 2

That any and all contracts or commitments made with the above-named service provider are dependent on the successful negotiation of a contract with the service provider.

PASSED AND APPROVED on this, the 18th day of November, 2024.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:

Consideration and action approve Resolution No. 2024-0025, authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for Community Development funds.

BACKGROUND & FINDINGS:

On behalf of the City of Alvarado, GrantWorks will prepare and submit the 2025-26 Texas Community Development Block Grant (TxCDBG) Program application to the Texas Department of Agriculture for Community Development funds totaling \$750,000. Submissions for the TxCDBG grant are due by December 9, 2024.

Should the City of Alvarado be awarded the TxCDBG grant, funds will be primarily used for street improvements with a commitment to provide \$75,000 in matching funds towards our selected project activities (street improvements).

FINANCIAL IMPACT:

A \$75,000, or 10% of the grant (\$750,000), City funded match.

RECOMMENDATION:

Staff recommends approval of authorizing the submission of a 2025-26 Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Community Development funds.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Resolution 2024-0025

RESOLUTION NO. R2024-0025

A RESOLUTION OF THE CITY COUNCIL OF ALVARADO, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the City Council of the City of Alvarado desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Alvarado to apply for funding under the Texas Community Development Block Grant Program;

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

SECTION 1

A Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Community Development Fund.

SECTION 2

The he City of Alvarado commits to dedicating no less than 51% of grant funds for activities identified by the state planning region as street improvements.

SECTION 3

All funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 4

The City of Alvarado is committing to provide \$75,000.00 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

PASSED AND APPROVED on this, the 18th day of November, 2024.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Michael Dwiggins

AGENDA ITEM: TRA Presentation on shared Wastewater Plan Study.

BACKGROUND & FINDINGS: The TRA is currently exploring and planning the development of a large regional wastewater treatment plant, which may include capacity to serve multiple cities, including Alvarado. For Alvarado, this would provide an additional option for wastewater capacity by allowing the city to transfer its wastewater to the regional facility for treatment.

FINANCIAL IMPACT:

Currently unknown.

RECOMMENDATION: Staff recommends considering this as a long-term solution for future capacity needs, taking into account the costs of treatment, maintenance, and potential expansions.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Paul DeBuff, City Manager

AGENDA ITEM:

Consideration and action to approve Resolution No. R2024-0023 of the City of Alvarado, Texas, authorizing professional service provider selection and authorized signatories for the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program through the Texas General Land Office (GLO).

BACKGROUND & FINDINGS:

On October 16, 2023, the City Council authorized the City Manager to enter into an agreement with the GLO for the awarding of a Resilient Communities Program grant not to exceed \$300,000, payable as reimbursements of allowable expenses, under the U.S. Department of Housing and Urban Development's CDBG-MIT.

On August 8, 2024, the City advertised in the Cleburne-Times Review that it was seeking a contract and requesting proposals for administrative/professional services to assist in the development of the planning process and associated planning reports, and grant contract compliance associated with the Resilient Communities Program grant obtained from the GLO.

On August 23, 2024, the City received three proposals and a panel of City personnel scored them.

The Resilient Communities Program funds CDBG-MIT activities that work to increase a community's resilience to disasters and reduce or eliminate the impact of future disasters. These funds will result in the development and formal adoption of a Comprehensive Plan update, Downtown Master Plan, Infrastructure Master Plan updates, a Zoning Ordinance rewrite, and more as funding becomes available.

FINANCIAL IMPACT:

The Comprehensive Plan update and other elements described above can all be fit into the \$300,000 grant, which would be no cost to the City. Including a robust Downtown Master Plan into this number, however, would include making significant cuts to other elements of the plan.

If Council prefers to retain other pieces of the Comprehensive Plan, the cost to the City would be \$75,000.

RECOMMENDATION:

Option 1: Approve Resolution No. 2024-0023 awarding the GLO RCP grant to LSA as presented.

Option 2: Approve Resolution No. 2024-0023 awarding the GLO RCP grant to LSA as presented, with the modification of retaining other elements with the cost to the City of \$75,000.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Resolution No. 2024-0023

RESOLUTION NO. R2024-0023

A RESOLUTION OF CITY OF ALVARADO, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION AND AUTHORIZED SIGNATORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, participation in CDBG-MIT programs require implementation by professionals experienced in the planning/administration/project delivery of federally-funded projects and creation of planning documents;

WHEREAS, in order to identify qualified and responsive providers for these services, a Request for Proposals (RFP) process for administration and planning services has been completed in accordance with the GLO requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

WHEREAS, participation in CDBG-MIT programs require individuals designated by resolution as authorized signatories for contractual documents related to this CDBG-MIT Resilient Communities Program through the Texas General Land Office;

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

SECTION 1

LJA, Inc. is selected to provide application and project-related planning/administration/project delivery services for CDBG-MIT program(s).

SECTION 2

A cost-price analysis has been conducted and determined the proposed fee to be appropriate and reasonable based upon program requirements and rules.

SECTION 3

Any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

SECTION 4

Laura Cox, CFO, and Paul DeBuff, City Manager, are designated authorized signatories on behalf of the City of Alvarado for contractual documents related to this CDBG-MIT Resilient Communities Program through the Texas General Land Office.

PASSED AND APPROVED on this the 18th day of November, 2024.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Discussion, workshop and consideration and action regarding expansion of scope for drafting a temporary zoning district for the Downtown area.

BACKGROUND & FINDINGS:

On October 21, 2024, the City Council authorized the City Manager to negotiate and enter into a professional planning services agreement with LJA to establish a temporary zoning district for the downtown area.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Draft Scope

TEMPORARY DOWNTOWN ZONING: DISCUSSION SCOPE v. 2

Re: City of Alvarado
Temporary Downtown Zoning

SCOPE OF SERVICES

TASK 1: MANAGEMENT + COORDINATION

LJA will perform the following services under this task:

1.1 Schedule and Invoices. Prepare project schedule and provide periodic schedule updates on Project Check-in Calls. Provide monthly progress reports for review by the City's Project Manager. The Project is anticipated to take approximately four months, with the schedule being flexible to accommodate changes in City meetings and events. LJA will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule, once authorized by the City to proceed. The schedule will be adjusted, if applicable, as needed, upon mutual understanding. Invoices for all work completed during the period will be submitted monthly for work performed within the billing period.

1.2 Project Check-in Calls. Prepare for and attend monthly coordination calls on Microsoft Teams with the Project Team, to include the Project Manager/Deputy Project Manager and an authorized representative(s) from the City able to provide direction and make decisions as applicable. Up to four coordination meetings will be held. Calls may be scheduled every other week when there is a significant amount of project activity. City will keep LJA informed of any new development activity, political context, policy changes, and relevant events to the Project.

1.3 Basecamp. Basecamp will be utilized for housing large file transfers, Project Check-in Call agendas, data, and other Project files. City shall ensure proper notifications are set up on the Project Team to receive communications accordingly.

1.4 Direction. LJA will provide direction to key team members and coordinate project tasks, events, and outreach.

TASK 2: RESEARCH

LJA will perform the following services under this task:

2.1 Research: LJA will review existing conditions, the Comprehensive Plan, and applicable regulations to gather initial context for the upcoming tasks and draft ordinance.

2.2 Regulatory Assessment. LJA will meet with the City Attorney up to two times to discuss known regulatory context for Alvarado's Downtown. Multiple approaches will be identified for discussion topics, such as land use, signage, alcohol/open container, and aesthetics. Timing restrictions and possible "sunset" provisions will also be discussed. City Staff can choose to have a representative present at the meeting(s) if desired.

TASK 3: VISIONING + DRAFT

LJA will perform the following services under this task:

3.3 Kickoff + Direction. LJA will prepare a presentation in coordination with Staff and the City Attorney covering the highlights of context established in Task 2 and request feedback and direction on the initial/temporary Downtown zoning. LJA will present, and questions will be answered between the Consultant, the City Attorney, and Staff, depending on the nature of each question. Since the ordinance is temporary in nature, no visioning or design-related theming is included with the Project.

3.3 Regulatory Refinement. LJA will meet with the City Attorney and Staff to debrief after City Council

and discuss direction for the draft ordinance and the upcoming public notification procedures based on State case law to date.

3.4 Draft Ordinance. LJA will compile and draft the ordinance based on prior tasks. It is anticipated that the ordinance will be less than 10 pages due to its temporary and basic nature. Should the draft ordinance approach work/effort that exceeds that expectation, additional services and fees will be negotiated upon the time of that understanding.

TASK 4: REVIEW + REFINEMENT

LJA will perform the following services under this task:

4.1 Distribution of Draft Ordinance. LJA will meet with the City Attorney on Teams to scroll through the draft ordinance and discuss any initial questions. LJA will send the full draft to the City Attorney for review and comment within a one week time period.

4.2 Feedback Collection. LJA will review the comments and redlines of the City Attorney, if any, and incorporate any applicable edits. LJA will provide the draft ordinance to City Staff for review. City Staff will provide one consolidated redline of questions and changes for LJA review and incorporation into the draft ordinance as applicable.

4.3 Compliance Check. LJA will distribute the updated draft ordinance to the City Attorney, if updates have been made, to ensure that the draft ordinance complies with state and federal regulations and aligns with best practices in planning and development.

Deliverables: Initial Draft Ordinance for City Attorney Review
Second Draft Ordinance for Staff Review
Third Draft Ordinance for City Attorney Review (if needed)

TASK 5: ADOPTION + CLOSEOUT

5.1 Public Notification. LJA will assist Staff in preparation of the public notification procedures and materials. LJA can provide a draft property owner notice and legal notice, if requested by Staff. Staff will publish and send all required notifications within the required timeframes. Property signs may also be advised by the City Attorney, and LJA can provide a design for the signs, if requested by Staff, to be coordinated, printed, and installed by Staff.

5.2 Public Hearing Process. LJA will prepare for, attend meetings for, and make presentations for the public hearing process for adoption.

- LJA will submit a Public Hearing Draft PDF for Public Hearing.
- LJA will prepare a PowerPoint Presentation for Public Hearing.
- LJA will attend and present at a Planning and Zoning Commission Public Hearing and a City Council Public Hearing.

5.3 Final Revisions. LJA will address any minor revisions that came from the public hearing process conditions of approval (if applicable).

5.4 Final Document. LJA will email a high-resolution PDF (for printing).

Deliverables: Draft Property Owner Notice
Draft Legal Notice
Draft Property Owner Sign
Draft Ordinance in PDF format
Final Ordinance in PDF format

GENERAL CONDITIONS

Work requests within this Scope of Work shall be documented via email from City to Consultant, with any associated clarification of timeline/deadline, estimated level of effort, and/or task considerations as applicable.

COMPENSATION SCHEDULE

CODES + REVIEW

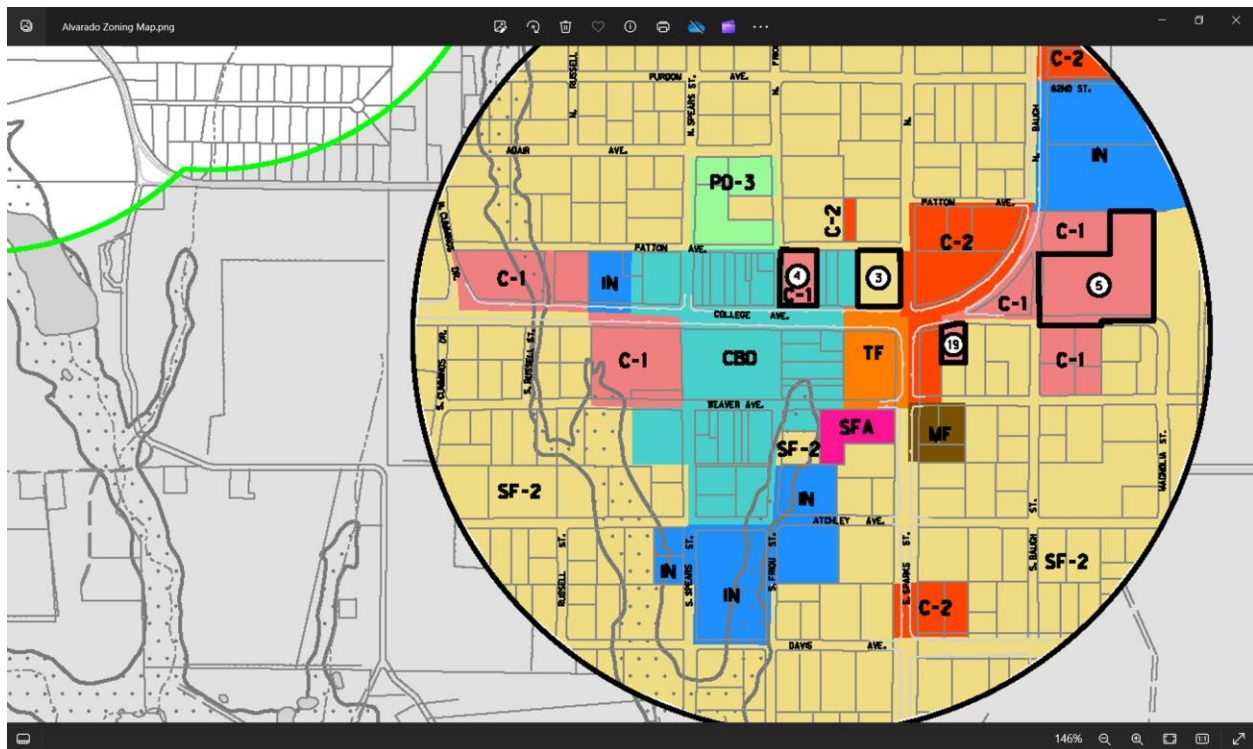
926	Draft Ordinance	Lump Sum	\$22,000
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ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at LJA's then current hourly rates or at an agreed upon lump sum amount. Additional Services, including but not limited to the following, are not included in this Agreement:

- Online Zoning Ordinance Management
- Development Review
- Downtown Code
- Downtown Master Plan
- Capital Improvement Plan
- Market Study
- Public Outreach/Engagement beyond Staff, P&Z, and City Council meetings and required notifications as detailed within the Scope of Work

Location Map—CBD area?





November 15, 2024

AMENDMENT NUMBER 01

Interim Downtown Zoning Overlay
LJA Job No. NTP5910-0321
LJA Proposal No. 24-35413 CO1

LJA Engineering, Inc. is pleased to submit this amendment for the following services in accordance with the Professional Services agreement between LJA Engineering, Inc. and the City of Alvarado, dated October 23, 2024.

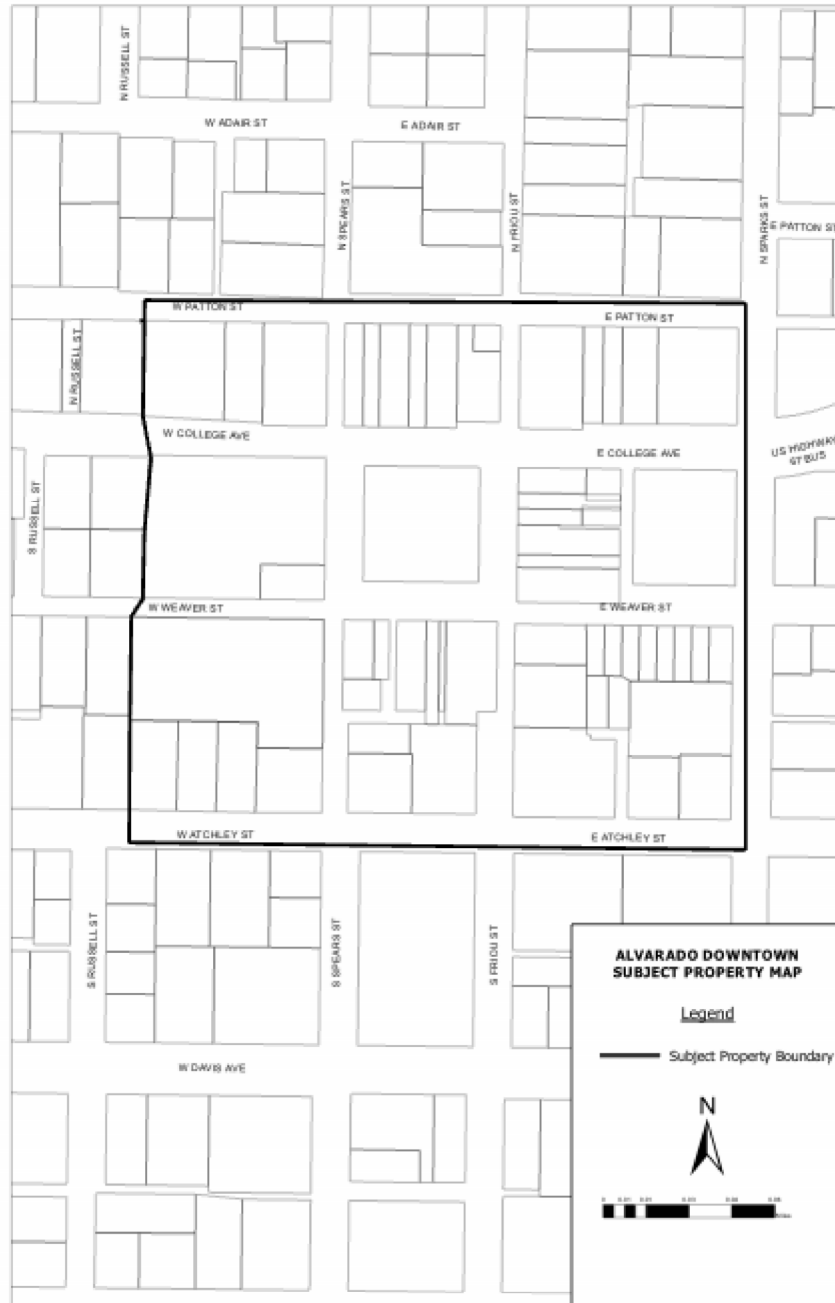
SCOPE OF SERVICES

926. DRAFT ORDINANCE
Increase in original estimated sum to accommodate the revised property boundary as shown on Exhibit A.

COMPENSATION SCHEDULE

926. "DRAFT ORDINANCE"	
The original contract sum was:	\$22,000
Contract sum will be increased by this amendment not to exceed:	\$10,000
The new contract sum including this revision will be:	\$32,000

CITY OF ALVARADO	LJA ENGINEERING, INC.
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Effective Date: _____	





City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Michael Dwiggins

AGENDA ITEM:

Consideration and action to authorize the City Manager to negotiate with Aguirre & Fields on the N. Cummings project to extend the scope of work to C.R. 604 and to execute a change order. *Presentation to be given by Alex Garcia with Aguirre & Fields.*

BACKGROUND & FINDINGS:

With the growth of residents and traffic, we have discovered that expansion of this project from C.R. 508 up to C.R. 604 will have a better impact on traffic for the residents. This will also be taking it from 3 lanes to 5 lanes. NCTCOG has agreed to this addition and additional funds.

FINANCIAL IMPACT

The cost for this addition is \$718,081.00, and NCTCOG has agreed to provide an additional \$4 million through the grant if this addition is included. The engineer is currently working under the agreement from June 30th, 2023 for the amount of \$1,476,686.00

RECOMMENDATION:

Staff recommends approving this expansion.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Michael Dwiggins

AGENDA ITEM:

Consideration and action to approve a Services Agreement with BHC Engineers to relocate the existing 8-inch waterline and expand it to a 12-inch line for the construction of N. Cummings Drive.

BACKGROUND & FINDINGS:

With the expansion and reconstruction of N. Cummings and the widening of the road, we need to move the existing water line out of the new roadway. At this time, we need to upsize this line for current growth and future needs to a minimum of a 12-inch water line. This line is currently the main artery for water delivery throughout our distribution system.

FINANCIAL IMPACT

\$213,764.00 for engineering services, and the complete project is expected to cost approximately \$2,218,000.00 to be paid for with bonds.

RECOMMENDATION:

Staff recommends approving this relocation and expansion.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Michael Dwiggins

AGENDA ITEM:

Consideration and action to award the bid for the reconstruction of the three blocks of S. Friou Street between E. Atchley Street and the BNSF rail, and authorize the City Manager to negotiate and execute a contract.

BACKGROUND & FINDINGS:

In continuing our roads maintenance program, this project will enable us to fill and repair several damaged sections on Friou Street and overlay asphalt from Atchley Street south for three blocks to the dead end of Friou. Additionally, it will pave the final block that has never been surfaced, providing residents with a newly paved street.

Staff did advertise for bids in the newspaper and on the website.

FINANCIAL IMPACT

Currently budgeted to be paid from the street maintenance fund.

RECOMMENDATION:

Bids will be received on the day of the Council meeting so staff will present their recommendation during the meeting.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Michael Dwiggins

AGENDA ITEM:

Consideration and action to award the bid for street repairs on Davis Avenue between S. Sparks Street and S. Cummings Drive, and authorize the City Manager to negotiate and execute a contract.

BACKGROUND & FINDINGS:

In continuing our roads maintenance program this will allow for filling in and repairing several bad locations on East and West Davis Avenue from S. Sparks to S. Cummings and overlaying of hot mix asphalt. Staff advertised for bids for this project in the newspaper and on the website.

FINANCIAL IMPACT

Currently budgeted to be paid from the street maintenance fund.

RECOMMENDATION:

Bids will be received on the day of the Council meeting so staff will present their recommendation during the meeting.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Michael Dwiggins

AGENDA ITEM:

Consideration and action to award the bid for Davis Avenue wastewater gravity line construction and authorize the City Manager to negotiate and execute a contract.

BACKGROUND & FINDINGS:

With all the future development online and coming, it has been determined we need to upsize the main line from the existing Davis Street lift station to the intersection of Maple Avenue and 5th Street. This project also gives the City the unique ability to remove a lift station and make this major trunk line a gravity line which will not only improve operations but also reduce continued maintenance costs for the City in the long term.

FINANCIAL IMPACT

None.

RECOMMENDATION:

Staff recommends approving

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and possible action on the application of Drew Terrell with Bruckner Truck Sales for approval of a combination plat to create Lot 1, Block 1 of the Bruckner Addition being 26.995 acres, approximately addressed at 6624 CR 604.

BACKGROUND & FINDINGS:

The combination plat application was submitted and deemed administratively complete on October 29, 2024. Per Section 34-36.d of the Alvarado subdivision ordinance, the City Council shall:

- (1) Act within 30 days after the submittal of the plat and engineering plans, and
- (2) Conclude one of the following.
 - a. Approve.
 - b. Approve with conditions.
 - c. Disapprove with reasons.

The Future Lane Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Interstate Business, which generally includes big box retail and lifestyle shopping centers along the IH-35W corridor that will increase the non-residential tax revenue for the City and attract residents and visitors.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On November 7, 2024, the Planning and Zoning Commission recommended conditional approval as stated in the attached letter to City Council.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

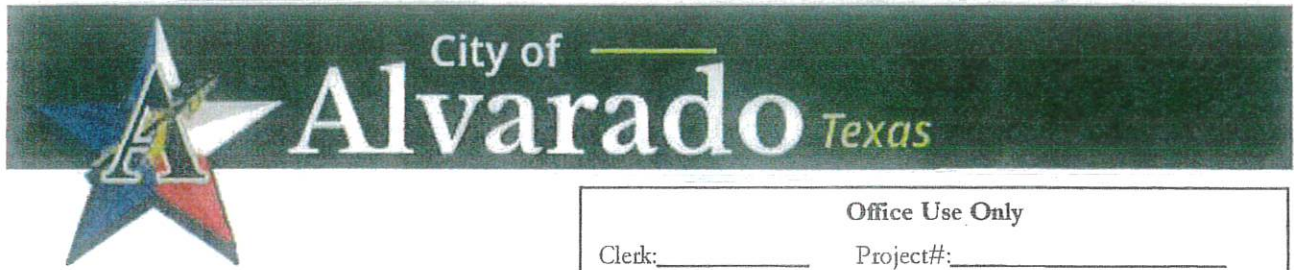
Application

Location Map

P&Z Letter Recommending Conditional Approval

Combination Plat

Engineering Plans (Available Upon Request)



PLAT APPLICATION

Office Use Only

Clerk: _____ Project#: _____
Fee: \$ _____
Date Pd: _____ Check# or Cash: _____
Receipt#: _____ Received by: _____

Please submit all plat documents and ensure they are in compliance with the City of Alvarado Subdivision Ordinance.

Type of Plat

☐ Preliminary Plat ☒ Final Plat ☐ Plat Revision ☐ Administrative Plat

Title of Plat Bruckner addition, block 1, lot 1

Total Lots 1 Total Acres 26.995 ac Current Zoning C2 General Commercial

Subdivision Name Bruckner Addition Lots 1 Block(s) 1

Survey Name(s) John Mullican
Fort Worth Surveying Abstract No.(s) 584 Tract(s) _____

Address/Location 5135 S I-35 W, Alvarado, TX 76009

Applicant

Company or Name Bruckner Truck Sales

Contact Name Mr. Drew Terrell, Facilities Project Manager

9741 E I-40
Address Access Rd. City Amarillo State TX Zip 79118

Telephone 806-584-4142 Email drew.terrell@brucknertruck.com

Owner (If Different)

Company or Name Bruckner Truck Sales

Contact Name Mr. Chris Bruckner, Exec VP

9741 E I-40
Address Access Rd. City Amarillo State TX Zip 79118

Telephone 806-376-6273 Email cbruckner@brucknertruck.com

I further understand that this request will be placed on the appropriate Planning & Zoning Commission and City Council agendas and must meet requirements of the Subdivision Regulations. All plats must be accepted in writing. A plat is not considered filed until accepted by the City Council.

D. M. D. M. D.

Signature of Applicant, Owner, or Authorized Agent

October 17, 2024

Date

Planning Official

Fee: \$

Date of P&Z Meeting

Date of Council Meeting

Signature of Planning Official

FOR OFFICE USE ONLY

Received By

Date Received

Date Approved



City of Alvarado
104 W. College Alvarado, TX 76009
817-790-3351 ♦ Fax 817-783-7925 ♦ www.cityofalvarado.org

November 7, 2024

Mayor and Members of the Alvarado City Council
Alvarado City Hall
104 W. College Ave.
Alvarado, TX 76009

Re: Bruckner Addition Combination Plat

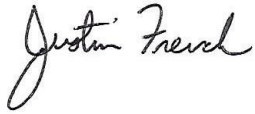
This letter is to inform you that on November 7, 2024, the Alvarado Planning and Zoning Commission recommended conditional approval of the combination plat for the Bruckner Addition with the following conditions.

1. To make the plat less busy, remove the 20' Building Setback notations and lines. The minimum building setback lines are based on the zoning of the property and can change so it's best not to note them on the plat so an amending plat is not needed if a building setback changes. For example, the Alvarado zoning ordinance, does not require a building setback along the common property lines with the O'Banion Family Group site and the National Retail Properties sites.
2. To make the plat less busy, remove the Power Pole and Overhead Electric Power (OHP) notations and lines. OHP can change locations and the purpose of this plat survey is not to record existing improvements but rather prepare the site for future development. The plat survey should just show the easements existing and necessary for these improvements.
3. To make the plat less busy, remove the 6' Chain Link Fence notations and lines.
4. Clarify if the Williams Productions Gulf Coast Company, LP recordation is an easement or other entitlement. If easement, add "easement" after "LP" and add the easement's width prior to "Williams".
5. Provide a Traffic Impact Analysis (TIA) that supplements existing TIAs for the City Engineer's review per Art. VI, Sec. 34-164(t) of the Alvarado subdivision ordinance.
6. Per Art. VI, Sec. 34-164(d) of the Alvarado subdivision ordinance, street right-of-way widths shall be as shown on the thoroughfare plan and where not shown therein shall be not less than those shown in the design standards. The Alvarado Thoroughfare Plan indicates CR 604 is to have 80 feet of right-of-way width; therefore, the City asks for that right-of-way necessary for 40 feet of right-of-way dedication from the centerline of CR 604 be dedicated by the plat. Provide the following surveyed dimensions to the plat for clarity:

- a. Existing ROW for CR 604 from existing property line of subject site to existing property line across CR 604.
 - b. Existing ROW from existing property line of subject site to the center line of CR 604.
 - c. That ROW dedication necessary from the subject site to create 40 feet of ROW from the center line of CR 604 to the property line of Lot 1, Block 1 of the Bruckner Addition.
7. Prior to recording the plat, the project engineer and the City's review engineer should weigh in on what additional ROW dedication should be shown along CR 604 near IH 35W frontage road, if any.
8. TxDOT approval is required for the direct access to the IH 35W frontage road.
9. See Sec. 34-170 of the Alvarado subdivision ordinance. On the plat, show a 10' U.E. dedication on the subject site's proposed frontage to CR 604 after ROW dedication.
10. On the plat, show the proposed 10' U.E. along the O'Banion Family Group site and the National Retail Properties site on the common property lines with the subject site and not setback from the common property lines.
11. On the plat, show the proposed JCSUD easements found on the design engineer's water plan.
12. On the plat, show the proposed sanitary sewer easement found on the design engineer's wastewater plan.
13. Verify the Johnson County approval block is as required by the Johnson County Clerk's office.
14. On the plat, change the dedication statement to that found in Alvarado subdivision ordinance section 34.66(11a) attached.
15. In the plat note below the notary statement for the owner's signature, correct the water service provider as JCSUD and not the City.
16. Prior to recording the plat, JCSUD plat and plan approval is required.
17. Per Sec. 34-165 of the Alvarado subdivision ordinance, subdivisions within the City shall be provided with an approved sewage collection and disposal system in accordance with the City's wastewater masterplan. Prior to recording the plat, the City's wastewater collection system must be extended, enhanced with added capacity at and to the Alvarado wastewater treatment plant. Extension and added capacity are planned by agreement with Millis Transfer and the City, added capacity is planned along Parkway Drive by the City, and the plant's expansion is on schedule for substantial completion in December of 2025.
18. In the plat note below the notary statement, remove "will be" from the note stating sewer service provided by the City. It is understood that sewer service is not existing and will be provided with the Millis Transfer development agreement but for the purposes of this plat we want the plat record to show it to be since the plat will not be recorded until the sewer service is extended to the subject site.
19. Change the City's approval block to that in Alvarado subdivision ordinance section 34.66(11c) attached.
20. Move the City's approval block below the plat notes in the bottom right corner of the plat, so the dedication statement and owner's signature follow the owner's certification and legal description.
21. Additional comments may be provided following the City Engineer's review of the civil plans.
22. An email or letter from JCSUD providing their approval is required prior to the recording of the plat with the County Clerk's office.

23. Once the plat is approved by the Alvarado City Council and without conditions, two full-size mylar copies of the plat shall be submitted to my attention along with a tax certificate and an \$80 check written out to the Johnson County Clerk (business check only, no personal checks are accepted by the County Clerk).

Sincerely,

A handwritten signature in black ink that reads "Justin French". The signature is written in a cursive, flowing style.

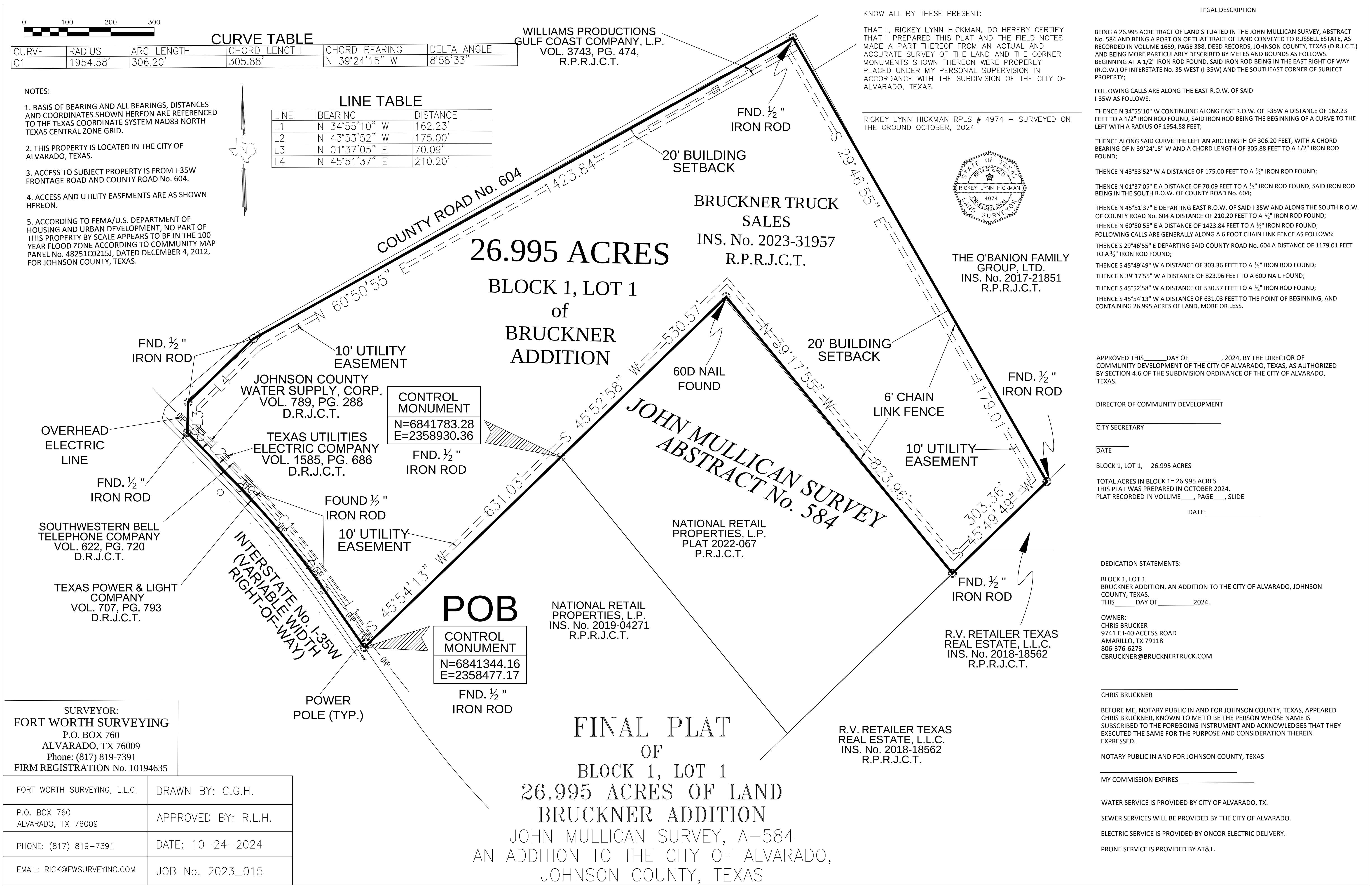
Justin French, AICP
Community Development Director
City of Alvarado
104 W. College Ave. | Alvarado, TX 76009
817.790.3351 | 817.240.9585 mobile
frenchj@cityofalvarado.org



Lot 1



500 ft



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1954.58'	306.20'	305.88'	N 39°24'15" W	8°58'33"

NOTES:

1. BASIS OF BEARING AND ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM NAD83 NORTH TEXAS CENTRAL ZONE GRID.
2. THIS PROPERTY IS LOCATED IN THE CITY OF ALVARADO, TEXAS.
3. ACCESS TO SUBJECT PROPERTY IS FROM I-35W FRONTAGE ROAD AND COUNTY ROAD No. 604.
4. ACCESS AND UTILITY EASEMENTS ARE AS SHOWN HEREON.
5. ACCORDING TO FEMA/U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, NO PART OF THIS PROPERTY BY SCALE APPEARS TO BE IN THE 100 YEAR FLOOD ZONE ACCORDING TO COMMUNITY MAP PANEL No. 48251C0215J, DATED DECEMBER 4, 2012, FOR JOHNSON COUNTY, TEXAS.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 34°55'10" W	162.23'
L2	N 43°53'52" W	175.00'
L3	N 01°37'05" E	70.09'
L4	N 45°51'37" E	210.20'

WILLIAMS PRODUCTIONS
GULF COAST COMPANY, L.P.
VOL. 3743, PG. 474,
R.P.R.J.C.T.

KNOW ALL BY THESE PRESENT:

THAT I, RICKEY LYNN HICKMAN, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THE FIELD NOTES MADE A PART THEREOF FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION OF THE CITY OF ALVARADO, TEXAS.

RICKEY LYNN HICKMAN RPLS # 4974 -- SURVEYED ON THE GROUND OCTOBER, 2024



THE O'BANION FAMILY
GROUP, LTD.
INS. No. 2017-21851
R.P.R.J.C.T.

BEING A 26.995 ACRE TRACT OF LAND SITUATED IN THE JOHN MULLICAN SURVEY, ABSTRACT No. 584 AND BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO RUSSELL ESTATE, AS RECORDED IN VOLUME 1659, PAGE 388, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A 1/2" IRON ROD FOUND, SAID IRON ROD BEING IN THE EAST RIGHT OF WAY (R.O.W.) OF INTERSTATE No. 35 WEST (I-35W) AND THE SOUTHEAST CORNER OF SUBJECT PROPERTY;

FOLLOWING CALLS ARE ALONG THE EAST R.O.W. OF SAID I-35W AS FOLLOWS:

THENCE N 34°55'10" W CONTINUING ALONG EAST R.O.W. OF I-35W A DISTANCE OF 162.23 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 1954.58 FEET;

THENCE ALONG SAID CURVE THE LEFT AN ARC LENGTH OF 306.20 FEET, WITH A CHORD BEARING OF N 39°24'15" W AND A CHORD LENGTH OF 305.88 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 43°53'52" W A DISTANCE OF 175.00 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 01°37'05" E A DISTANCE OF 70.09 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING IN THE SOUTH R.O.W. OF COUNTY ROAD No. 604;

THENCE N 45°51'37" E DEPARTING EAST R.O.W. OF SAID I-35W AND ALONG THE SOUTH R.O.W. OF COUNTY ROAD No. 604 A DISTANCE OF 210.20 FEET TO A 1/2" IRON ROD FOUND; THENCE N 60°50'55" E A DISTANCE OF 1423.84 FEET TO A 1/2" IRON ROD FOUND; FOLLOWING CALLS ARE GENERALLY ALONG A 6 FOOT CHAIN LINK FENCE AS FOLLOWS:

THENCE S 29°46'55" E DEPARTING SAID COUNTY ROAD No. 604 A DISTANCE OF 1179.01 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 45°49'49" W A DISTANCE OF 303.36 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 39°17'55" W A DISTANCE OF 823.96 FEET TO A 60D NAIL FOUND;

THENCE S 45°52'58" W A DISTANCE OF 530.57 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 45°54'13" W A DISTANCE OF 631.03 FEET TO THE POINT OF BEGINNING, AND CONTAINING 26.995 ACRES OF LAND, MORE OR LESS.

APPROVED THIS _____ DAY OF _____, 2024, BY THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF ALVARADO, TEXAS, AS AUTHORIZED BY SECTION 4.6 OF THE SUBDIVISION ORDINANCE OF THE CITY OF ALVARADO, TEXAS.

DIRECTOR OF COMMUNITY DEVELOPMENT

CITY SECRETARY

DATE

BLOCK 1, LOT 1, 26.995 ACRES

TOTAL ACRES IN BLOCK 1= 26.995 ACRES
THIS PLAT WAS PREPARED IN OCTOBER 2024.
PLAT RECORDED IN VOLUME ____, PAGE ____, SLIDE

DATE: _____

DEDICATION STATEMENTS:

BLOCK 1, LOT 1
BRUCKNER ADDITION, AN ADDITION TO THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS.
THIS _____ DAY OF _____, 2024.

OWNER:
CHRIS BRUCKNER
9741 E I-40 ACCESS ROAD
AMARILLO, TX 79118
806-376-6273
CBRUCKNER@BRUCKNERTRUCK.COM

CHRIS BRUCKNER

BEFORE ME, NOTARY PUBLIC IN AND FOR JOHNSON COUNTY, TEXAS, APPEARED CHRIS BRUCKNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGES THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

NOTARY PUBLIC IN AND FOR JOHNSON COUNTY, TEXAS

MY COMMISSION EXPIRES _____

WATER SERVICE IS PROVIDED BY CITY OF ALVARADO, TX.

SEWER SERVICES WILL BE PROVIDED BY THE CITY OF ALVARADO.

ELECTRIC SERVICE IS PROVIDED BY ONCOR ELECTRIC DELIVERY.

PRONE SERVICE IS PROVIDED BY AT&T.

SURVEYOR:
FORT WORTH SURVEYING
P.O. BOX 760
ALVARADO, TX 76009
Phone: (817) 819-7391
FIRM REGISTRATION No. 10194635

FORT WORTH SURVEYING, L.L.C.	DRAWN BY: C.G.H.
P.O. BOX 760 ALVARADO, TX 76009	APPROVED BY: R.L.H.
PHONE: (817) 819-7391	DATE: 10-24-2024
EMAIL: RICK@FWSURVEYING.COM	JOB No. 2023_015

FINAL PLAT
OF
BLOCK 1, LOT 1
26.995 ACRES OF LAND
BRUCKNER ADDITION
JOHN MULLICAN SURVEY, A-584
AN ADDITION TO THE CITY OF ALVARADO,
JOHNSON COUNTY, TEXAS



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action to approve a Professional Service Agreement with SafeBuilt for code enforcement, plan review, and inspection services available, including inspection of subdivision and construction plans and onsite sewer facilities to supplement current personnel services, as needed.

BACKGROUND & FINDINGS:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Approve professional service agreement with SafeBuilt as written.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

SafeBuilt's Proposal for Code Enforcement Services
Draft Professional Service Agreement

SCOPE AND FEE SCHEDULE FOR ALVARADO, TEXAS SERVICES

1. FEE SCHEDULE

- 1.1. Beginning 24 months after the execution of this Agreement, and annually thereafter, the flat rates and lump sum rates listed shall be increased by 4.5% or based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4.5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- 1.2. Consultant fees for Services provided pursuant to this Agreement are on an **as-requested basis by the Municipality** and will be as follows:

2. CODE ENFORCEMENT

- 2.1. Consultant's Code Enforcement services typically include investigations into a reported issue, attendance at council meetings for specific discussion, attendance at meetings to discuss known issue coming before municipality, attendance for representation of issue going before the municipal court, and assistance in code writing for issue prevention or enforcement process. Even when Consultant is performing duties as the Code Enforcement Officer for the Municipality, the final interpretive authority rests with the Municipality. For this service all time worked, whether in the field performing inspections, in the office completing paperwork, or any other time spent related to the Code Enforcement service, will be billed on an hourly basis per fee schedule below.
- 2.2. When Consultant's Code Enforcement service is specific to inspections of a Sub-Standard Building, the Consultant may include a Building Official as part of the Code Enforcement Service team. Estimated hours of involvement for this second team member can be discussed with the Municipality prior to the start of the requested substandard building inspection. The service performed by the Building Official in support of a substandard building inspection will be billed on an hourly basis per the fee schedule below.

Code Enforcement Services (based on monthly rate) 1 day per week	
1 Day per week (6 hours on site/with additional hrs used as admin)	\$ 2,720 per month
Building Official (In support of substandard building inspection)	\$ 125 per hour
Code Enforcement Hourly Rate (in lieu of daily rate)	\$ 85 per hour

Code Enforcement Services (based on monthly rate) 2 days per week	
2 Day's per week (6 hours on site each day/with additional hours used as admin)	\$ 4,800 per month
Additional Days (6 hours on site/with additional hours used as admin)	\$ 600 per day

SCOPE AND FEE SCHEDULE FOR ALVARADO, TEXAS SERVICES

3. CODE REFERENCE

3.1. Plan Review and Inspection of commercial and residential construction to verify compliance with the Municipality's locally adopted codes and amendments to those locally adopted codes and the International Code Council (ICC) series of I-Codes including the International Building Code, International Residential Code and all other ICC series of I-Codes adopted by the Municipality, and the current edition of the National Electrical Code (or later versions as adopted by the Municipality), as published by the National Fire Protection Association.

4. PLAN REVIEW – RESIDENTIAL / FIRE / COMMERCIAL

4.1. Plan Review for residential projects shall be performed within five (5) days of notification by the Municipality, while fire and commercial projects shall be performed within ten (10) days of notification by the Municipality. All reasonable effort shall be made by the Consultant to perform plan reviews when, at the request of the Municipality, there is a need for immediate services.

4.2. Plan Review services are invoiced 100% of the listed fee at the time of plan review completion.

Commercial Plan Review - Projects (based on project valuation)	
\$1 to \$100,000 project valuation (p.v.)	\$225
\$100,001 to \$500,000 p.v.	\$225 for 1 st \$ 100,000 plus \$2.29 each add'l \$1,000
\$500,001 to \$1,000,000 p.v.	\$1,141 for 1 st \$ 500,000 plus \$1.75 each add'l \$1,000
\$1,000,001 to \$5,000,000 p.v.	\$2,016 for 1 st \$1,000,000 plus \$1.20 each add'l \$1,000
\$5,000,001 and up	\$6,816 for 1 st \$5,000,000 plus \$1.10 each add'l \$1,000
Residential Plan Review - Projects (based on flat fees)	
Single-Family Home (New, Addition, or Model)	\$ 175 per plan review
Miscellaneous (Remodel, duplicate of Model previously reviewed or other residential plan review)	\$ 125 per plan review

Miscellaneous Plan Reviews - Projects (based on flat fees)	
Health Services / Life Safety Plan Review	\$ 125 per plan review
Underground Fire Code Plan Review	\$ 275 per plan review
Plan Reviews after 3 rounds of plan review comments	\$ 125 per hour
Fire Code Plan Review - Projects (based on valuation of fire system)	
\$1 to \$6,250	\$190
\$6,251 to \$250,000	\$ 230
\$250,001 to \$500,000	\$ 310
\$500,001 to \$1,000,000	\$ 440
\$1,000,001 to \$3,000,000	\$ 620
\$3,000,001 and up	\$1,940 + \$0.10 each add'l \$1,000

SCOPE AND FEE SCHEDULE FOR ALVARADO, TEXAS SERVICES

5. INSPECTIONS – RESIDENTIAL / COMMERCIAL / FIRE / HEALTH

5.1. Inspections requested by Municipality before 4pm shall be performed the next business day by Consultant. All reasonable effort shall be made by Consultant to perform inspections when, at the request of Municipality, there is a need for immediate services. Such inspections shall be performed at no additional cost to Municipality.

5.2. Residential and Commercial Inspection services will be provided on a per stop basis fee as detailed below. **A stop is defined as all inspections being done at a single address during that timeframe. For example, if plumbing rough, electrical rough and mechanical rough are called for at a single address same day, it will be billed as a single stop.**

Residential & Commercial Inspections (based on a per stop basis)	
Residential	\$ 70 per stop
Commercial & Multi-Family	\$ 85 per stop
Fire Code Project Inspections (based on valuation of system)	
\$1 to \$6,250	\$ 285
\$6,251 to \$250,000	\$ 345
\$250,001 to \$500,000	\$ 465
\$500,001 to \$1,000,000	\$ 660
\$1,000,001 to \$3,000,000	\$ 930
\$3,000,001 and up	\$2,910 + \$0.15 each add'l \$1,000
Fire Code Additional Service Inspections (based on flat fees)	
Annual - Day Care, Foster Home, Commercial, Multi-Family	\$ 125
Annual - Nursing Home, Assisted Living, School	\$ 250
Certificate of Occupancy	\$ 125 per hour (1-hour minimum)
Re-Inspection	\$ 150
Underground Inspection	\$ 400

Health Code Service Inspections (based on flat fees)	
Category A – TCS foods or non-TCS foods are processed and prepared or commercial kitchen with extensive preparation and processing	\$ 250
Category B – Pre-packaged TCS foods are sold and/or limited to non-TCS foods including sliced citrus beverage garnishments, crushed ice mixed with a sugar water-based syrup are sold. Limited preparation and processing	\$ 187.50
Category C – Non-TCS foods such as farmers market (whole produce), convenience store with no preparation, snow cone or pop-a-top bar with set-ups. Limited to no food preparation or processing.	\$ 125
Annual Food Establishment Certificate	\$ 125 per certificate
Annual Public Pool Inspection	\$ 195 per pool
Mobile Food Truck Inspection	\$ 125 per truck
Temporary Events	\$ 95
Complaint Investigation (per complaint / per hour)	\$ 125 per hour (1-hour minimum)

SCOPE AND FEE SCHEDULE FOR ALVARADO, TEXAS SERVICES

6. HOURLY RATES – PERSONNEL SPECIFIC SERVICES

- 6.1. Consultant will provide Municipality with qualified Building Department Service or Civil Engineer Professional(s) to perform duties as requested.
- 6.2. Assist the Building Department in implementing procedures to make the building department more effective, advise and assist with engineering reviews, zoning ordinance review and edits, project management, code adoption or other services as requested. Consultant staff shall make a diligent effort to recommend and implement agreed upon improvements.
- 6.3. Municipality from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. Even when Consultant is performing Building Official responsibilities for the Municipality, the final interpretive authority rests with the Municipality.
- 6.4. Floodplain Review Services includes assisting with the Municipality floodplain oversight program. Typically, this service includes review of elevation certificate, assist with floodplain documentation required prior to Certificate of Occupancy, and assess Municipality current floodplain review practices and ordinance. For this service all time worked is on an hourly basis per fee schedule below.
- 6.5. Fire Marshal and Sanitarian (Health) Services beyond those specific tasks defined in table above are performed at an hourly rate with a 1-hour minimum charge.
- 6.6. Hourly Rate services do not include mileage to perform these services when required for Municipal attendance.
- 6.7. Hourly Rate services will be invoiced at the end of each month based on the hours worked that month.
- 6.8. These services detailed shall be performed at an hourly rate and provided only on an **as-requested basis by the Municipality** and **at the direct request of the Municipality** for a fee as detailed below.

Building Department Professional Services (based on hourly rates)	
Permit Tech Services	\$ 60 per hour
Building Official / City Planner / Floodplain Review Services	\$ 105 per hour
Fire Marshal / Sanitarian (Health) / Sub-Standard Building Services	\$ 125 per hour
Senior City Planner	\$ 150 per hour
Civil Engineering Professional Services (based on hourly rates)	
Clerical / Administrative	\$ 85 per hour
CADD Specialist	\$ 110 per hour
Survey Crew	\$ 170 per hour
Survey Technician	\$ 120 per hour
Surveyor, RPLS	\$ 210 per hour
Junior Level Civil Engineer (EIT)	\$ 140 per hour
Mid-Level Civil Engineer (PE)	\$ 173 per hour
Floodplain Review Services (CFM)	\$ 175 per hour
Senior Level Civil Engineer (PE)	\$ 245 per hour
Project Manager	\$ 235 per hour
Principal	\$ 290 per hour

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF ALVARADO, TEXAS AND SAFEbuilt TEXAS, LLC

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Alvarado, Texas ("Municipality") and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that

request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 16, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 13, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Paul DeBuff, City Manager
City of Alvarado, Texas
104 W. College Street
Alvarado, TX 76009
Email: debuffp@cityofalvarado.org

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. By signing below, the Consultant certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

30. GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES

Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.

31. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES

Senate Bill 13, effective September 1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2274.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Consultant certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Texas, LLC

City of Alvarado, Texas

By: _____

By: _____

Name: Gary Amato

Name: _____

Title: Chief Administrative Officer

Title: _____

Date: October 23, 2024

Date: _____

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EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. FEE SCHEDULE

- 1.1. Beginning 24 months after the execution of this Agreement, and annually thereafter, the flat rates and lump sum rates listed shall be increased by 4.5% or based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4.5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- 1.2. Consultant fees for Services provided pursuant to this Agreement are on an ***as-requested basis by the Municipality*** and will be as follows:

2. CODE ENFORCEMENT

- 2.1. Consultant’s Code Enforcement services typically include investigations into a reported issue, attendance at council meetings for specific discussion, attendance at meetings to discuss known issue coming before municipality, attendance for representation of issue going before the municipal court, and assistance in code writing for issue prevention or enforcement process. Even when Consultant is performing duties as the Code Enforcement Officer for the Municipality, the final interpretive authority rests with the Municipality. For this service all time worked, whether in the field performing inspections, in the office completing paperwork, or any other time spent related to the Code Enforcement service, will be billed on an hourly basis per fee schedule below.
- 2.2. When Consultant’s Code Enforcement service is specific to inspections of a Sub-Standard Building, the Consultant may include a Building Official as part of the Code Enforcement Service team. Estimated hours of involvement for this second team member can be discussed with the Municipality prior to the start of the requested substandard building inspection. The service performed by the Building Official in support of a substandard building inspection will be billed on an hourly basis per the fee schedule below.

Code Enforcement Services (based on monthly rate) 1 day per week	
1 Day per week (6 hours on site/with additional hrs used as admin)	\$ 2,720 per month
Building Official (In support of substandard building inspection)	\$ 125 per hour
Code Enforcement Hourly Rate (in lieu of daily rate)	\$ 85 per hour

Code Enforcement Services (based on monthly rate) 2 days per week	
2 Day’s per week (6 hours on site each day/with additional hours used as admin)	\$ 4,800 per month
Additional Days (6 hours on site/with additional hours used as admin)	\$ 600 per day

3. CODE REFERENCE

- 3.1. Plan Review and Inspection of commercial and residential construction to verify compliance with the Municipality’s locally adopted codes and amendments to those locally adopted codes and the International Code Council (ICC) series of I-Codes including the International Building Code, International Residential Code and all other ICC series of I-Codes adopted by the Municipality, and the current edition of the National Electrical Code (or later versions as adopted by the Municipality), as published by the National Fire Protection Association.

4. PLAN REVIEW – RESIDENTIAL / FIRE / COMMERCIAL

- 4.1. Plan Review for residential projects shall be performed within five (5) days of notification by the Municipality, while fire and commercial projects shall be performed within ten (10) days of notification by the Municipality. All reasonable effort shall be made by the Consultant to perform plan reviews when, at the request of the Municipality, there is a need for immediate services.
- 4.2. Plan Review services are invoiced 100% of the listed fee at the time of plan review completion.

Commercial Plan Review - Projects (based on project valuation)	
\$1 to \$100,000 project valuation (p.v.)	\$225
\$100,001 to \$500,000 p.v.	\$225 for 1 st \$ 100,000 plus \$2.29 each addt'l \$1,000
\$500,001 to \$1,000,000 p.v.	\$1,141 for 1 st \$ 500,000 plus \$1.75 each addt'l \$1,000
\$1,000,001 to \$5,000,000 p.v.	\$2,016 for 1 st \$1,000,000 plus \$1.20 each addt'l \$1,000
\$5,000,001 and up	\$6,816 for 1 st \$5,000,000 plus \$1.10 each addt'l \$1,000
Residential Plan Review - Projects (based on flat fees)	
Single-Family Home (New, Addition, or Model)	\$ 175 per plan review
Miscellaneous (Remodel, duplicate of Model previously reviewed or other residential plan review)	\$ 125 per plan review

Miscellaneous Plan Reviews - Projects (based on flat fees)	
Health Services / Life Safety Plan Review	\$ 125 per plan review
Underground Fire Code Plan Review	\$ 275 per plan review
Plan Reviews after 3 rounds of plan review comments	\$ 125 per hour
Fire Code Plan Review - Projects (based on valuation of fire system)	
\$1 to \$6,250	\$190
\$6,251 to \$250,000	\$ 230
\$250,001 to \$500,000	\$ 310
\$500,001 to \$1,000,000	\$ 440
\$1,000,001 to \$3,000,000	\$ 620
\$3,000,001 and up	\$1,940 + \$0.10 each add'l \$1,000

5. INSPECTIONS – RESIDENTIAL / COMMERCIAL / FIRE / HEALTH

- 5.1. Inspections requested by Municipality before 4pm shall be performed the next business day by Consultant. All reasonable effort shall be made by Consultant to perform inspections when, at the request of Municipality, there is a need for immediate services. Such inspections shall be performed at no additional cost to Municipality.
- 5.2. Residential and Commercial Inspection services will be provided on a per stop basis fee as detailed below. ***A stop is defined as all inspections being done at a single address during that timeframe. For example, if plumbing rough, electrical rough and mechanical rough are called for at a single address same day, it will be billed as a single stop.***

Residential & Commercial Inspections (based on a per stop basis)	
Residential	\$ 70 per stop
Commercial & Multi-Family	\$ 85 per stop
Fire Code Project Inspections (based on valuation of system)	
\$1 to \$6,250	\$ 285
\$6,251 to \$250,000	\$ 345

\$250,001 to \$500,000	\$ 465
\$500,001 to \$1,000,000	\$ 660
\$1,000,001 to \$3,000,000	\$ 930
\$3,000,001 and up	\$2,910 + \$0.15 each add'l \$1,000
Fire Code Additional Service Inspections (based on flat fees)	
Annual - Day Care, Foster Home, Commercial, Multi-Family	\$ 125
Annual - Nursing Home, Assisted Living, School	\$ 250
Certificate of Occupancy	\$ 125 per hour (1-hour minimum)
Re-Inspection	\$ 150
Underground Inspection	\$ 400

Health Code Service Inspections (based on flat fees)	
Category A – TCS foods or non-TCS foods are processed and prepared or commercial kitchen with extensive preparation and processing	\$ 250
Category B – Pre-packaged TCS foods are sold and/or limited to non-TCS foods including sliced citrus beverage garnishments, crushed ice mixed with a sugar water-based syrup are sold. Limited preparation and processing	\$ 187.50
Category C – Non-TCS foods such as farmers market (whole produce), convenience store with no preparation, snow cone or pop-a-top bar with set-ups. Limited to no food preparation or processing.	\$ 125
Annual Food Establishment Certificate	\$ 125 per certificate
Annual Public Pool Inspection	\$ 195 per pool
Mobile Food Truck Inspection	\$ 125 per truck
Temporary Events	\$ 95
Complaint Investigation (per complaint / per hour)	\$ 125 per hour (1-hour minimum)

6. HOURLY RATES – PERSONNEL SPECIFIC SERVICES

- 6.1. Consultant will provide Municipality with qualified Building Department Service or Civil Engineer Professional(s) to perform duties as requested.
- 6.2. Assist the Building Department in implementing procedures to make the building department more effective, advise and assist with engineering reviews, zoning ordinance review and edits, project management, code adoption or other services as requested. Consultant staff shall make a diligent effort to recommend and implement agreed upon improvements.
- 6.3. Municipality from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. Even when Consultant is performing Building Official responsibilities for the Municipality, the final interpretive authority rests with the Municipality.
- 6.4. Floodplain Review Services includes assisting with the Municipality floodplain oversight program. Typically, this service includes review of elevation certificate, assist with floodplain documentation required prior to Certificate of Occupancy, and assess Municipality current floodplain review practices and ordinance. For this service all time worked is on an hourly basis per fee schedule below.
- 6.5. Fire Marshal and Sanitarian (Health) Services beyond those specific tasks defined in table above are performed at an hourly rate with a 1-hour minimum charge.
- 6.6. Hourly Rate services do not include mileage to perform these services when required for Municipal attendance.
- 6.7. Hourly Rate services will be invoiced at the end of each month based on the hours worked that month.

6.8. These services detailed shall be performed at an hourly rate and provided only on an ***as-requested basis by the Municipality*** and ***at the direct request of the Municipality*** for a fee as detailed below.

Building Department Professional Services (based on hourly rates)	
Permit Tech Services	\$ 60 per hour
Building Official / City Planner / Floodplain Review Services	\$ 105 per hour
Fire Marshal / Sanitarian (Health) / Sub-Standard Building Services	\$ 125 per hour
Senior City Planner	\$ 150 per hour
Civil Engineering Professional Services (based on hourly rates)	
Clerical / Administrative	\$ 85 per hour
CADD Specialist	\$ 110 per hour
Survey Crew	\$ 170 per hour
Survey Technician	\$ 120 per hour
Surveyor, RPLS	\$ 210 per hour
Junior Level Civil Engineer (EIT)	\$ 140 per hour
Mid-Level Civil Engineer (PE)	\$ 173 per hour
Floodplain Review Services (CFM)	\$ 175 per hour
Senior Level Civil Engineer (PE)	\$ 245 per hour
Project Manager	\$ 235 per hour
Principal	\$ 290 per hour

EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Beth A Walls

AGENDA ITEM: Public hearing, consideration, and action to approve Ordinance 2024-0022, amending article VII “Administration and Enforcement,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas by adding a new section reestablishing the Planning Zoning Commission.

BACKGROUND AND FINDINGS:

When reviewing the information in our Code of Ordinances for all City of Alvarado boards, I realized that we did not have any information on the Planning and Zoning Commission. I started searching through records to figure out what happened.

In 2004, Municode became the company that codified our ordinances and Ordinance 2004-028 was passed which included the P&Z board. In 2015, Ordinance 2015-005 was passed and it repealed Ordinance 2004-028 and listed the parts of that ordinance to be continued. It included the Board of Adjustment but did not have the P&Z in it so Chapter 42, sec. 42-52 and sec. 42-53 now show in our current ordinances as reserved.

Texas Local Government Code, Title 7, Subtitle A, Chapter 211 states the authority given to cities regarding planning and zoning and gives the City the authority to regulate, with or without a Planning and Zoning Commission. As a Home Rule City, we are now required under that same section to have a P&Z Commission. This ordinance being considered does not create the P&Z as much as it provides the specifics about how the P&Z operates in the City of Alvarado.

FINANCIAL IMPACT: None

MANAGEMENT REVIEW:

ATTACHMENTS:

Ordinance 2024-22

NOTICE OF PUBLIC HEARING OF THE
PLANNING AND ZONING COMMISSION & CITY COUNCIL
OF ALVARADO, TEXAS, REGARDING A ZONING TEXT AMENDMENT

Notice is hereby given that the Alvarado Planning and Zoning Commission will conduct a Public Hearing at a Regular Meeting on Thursday, November 7, 2024, at 6:30 pm, and the Alvarado City Council will conduct a Public Hearing at a regular meeting to be held on Monday, November 18th, 2024, at 6:30 pm. Both meetings will be held in the Council Chambers at City Hall, 104 W. College Avenue, Alvarado, TX to receive public input regarding and consider Ordinance No. 2024-0022, an Ordinance amending Article VII, "Administration and Enforcement," of Chapter 42, "Zoning," of the Code of Ordinances, City of Alvarado, Texas by adding a new section reestablishing the Planning and Zoning Commission; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date. The Alvarado City Council will conduct a Public Hearing at a Regular Meeting on Monday, November 18th, 2024, at 6:30 pm, in the Council Chambers at City Hall, 104 W. College Avenue, Alvarado, TX.

All interested persons will be given an opportunity to appear and be heard. If you need any further information relating to the meeting, please contact the City Secretary at 104 W. College Avenue, Alvarado, TX 76009, by calling (817) 790-3351 or at wallsb@cityofalvarado.org.

ORDINANCE NO. 2024-0023

AN ORDINANCE AMENDING ARTICLE VII, “ADMINISTRATION AND ENFORCEMENT,” OF CHAPTER 42, “ZONING,” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS BY ADDING A NEW SECTION REESTABLISHING THE PLANNING AND ZONING COMMISSION; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (“City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City previously adopted a Zoning Ordinance creating the Planning and Zoning Commission; and

WHEREAS, in 2015 the City adopted a new Zoning Ordinance that inadvertently removed the Planning and Zoning; and

WHEREAS, the City Council now desires to reestablish the Planning and Zoning Commission.

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

SECTION 1

Article VII, “Administration and Enforcement,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, is hereby amended by adding a new Section 42-100 to read as follows:

“§ 42-100 Planning and zoning commission.

(a) Organization and appointment. There is hereby created a Planning and Zoning Commission which shall be organized, appointed, and function as follows:

- (1) Membership. The Planning and Zoning Commission shall consist of five (5) members who are residents of the City of Alvarado or its extraterritorial jurisdiction, each to be appointed by the City Council for a term of two (2) years and removable for cause by the appointing authority upon written charges and after public hearing. Appointees shall fill positions which shall be designated by place numbers (e.g., place 1, place 2, etc.). Vacancies shall be filled for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made. The City Council may appoint two (2) alternate members of the Planning and Zoning Commission who shall serve in the absence of one or more of the regular members when requested to do so by the chairman of the Planning and Zoning Commission. If a member is absent for three consecutive meetings, or if the member misses more than 50% of the meetings in a

calendar year, the member's office is considered vacant unless the member is sick or has first obtained a leave of absence at a meeting.

- (2) Terms. The terms of members filling places 1, 3, and 5 shall expire on June 30 of each odd-numbered year and the terms of members filling places 2 and 4 shall expire on June 30 of each even-numbered year. Commission members may be appointed to succeed themselves. Vacancies shall be filled for unexpired terms, but no member shall be appointed for a term in excess of two (2) years. Newly-appointed members shall be installed at the first regular commission meeting after their appointment.
 - (3) Organization. The commission shall hold an organizational meeting in July of each year. The commission shall meet regularly and shall designate the time and place of its meetings. The commission shall adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this ordinance and the requirements of law. The Planning and Zoning Commission shall elect a chairman from its own membership at its annual organizational meeting.
 - (4) Quorum and compensation. A quorum for the conduct of business shall consist of three members and/or alternate members of the commission. The members shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.
- (b) Duties and authority. The Planning and Zoning Commission is hereby charged with the duty and invested with the authority to:
- (1) Formulate and recommend to the City Council for its adoption a city plan for the orderly growth and development of the city and its environs and from time to time recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety, and general welfare of the citizens of the city.
 - (2) Formulate a zoning plan as may be deemed best to carry out the goals of the city plan; hold public hearings and make recommendations to the City Council relating to the creation, amendment, and implementation of zoning regulations and districts as authorized under state law.
 - (3) Exercise all powers of a commission as to approval or disapproval of plans, plats, or replats as authorized under state law.
 - (4) Study and recommend the location, extension, and planning of public rights-of-way, parks, or other public places, and on the vacating or closing of same.
 - (5) Study and make recommendations regarding the general design and location of public buildings, bridges, viaducts, street fixtures, and other structures and appurtenances.

- (6) Initiate, in the name of the city, proposals for the opening, vacating, or closing of public rights-of-way, parks, or other public places and for the change of zoning district boundaries on an area-wide basis.
- (7) Formulate and recommend to the City Council for its adoption policies and regulations consistent with the adopted city plan governing the location and/or operation of utilities, public facilities, and services owned or under the control of the city.
- (8) Submit each May a progress report to the City Council summarizing its activities for the past year and a proposed work program for the coming year.

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Alvarado on this the ____ day of _____, 2024.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary



City Council Meeting Management Report

Meeting Date: November 18, 2024

Contact: Beth A Walls, Director of Human Resources

AGENDA ITEM: Presentation, consideration, and action to approve the new personnel manual for the City of Alvarado, Texas.

BACKGROUND AND FINDINGS:

The current personnel manual has been in place for at least 12 years. During that time, there have been many changes, both at the state and federal level, in employment law. Employment law for the government is not always the same as it is for private businesses. There are both federal and state laws that must be adopted by municipal government. This manual considers and includes all those areas.

The manual being proposed is a completely new document, but great care has been taken to build much of the existing infrastructure of the current policies and procedures. In many cases, a section in the old manual has been reviewed, refined, and brought up to date. Almost all the sections provide better, more in-depth information and definitions of the area covered to help the leadership team make consistent decisions in employee matters.

Our leadership team has reviewed the manual, and many of their thoughts have been incorporated. Ashley Dierker's team at TOASE gave it a thorough review. The City Manager and I have gone page by page to make sure it meets the needs of the City of Alvarado.

Where changes are proposed, a review was done of neighboring cities regarding policies and benefits to find areas of our policies that needed to be changed to keep us competitive in the labor market.

Most importantly, the manual is designed to provide a climate and culture for our employees which will ensure that we are able to provide the best quality service to our citizens, our community partners, and our visitors.

FINANCIAL IMPACT: None

MANAGEMENT REVIEW: Paul DeBuff

ATTACHMENTS: N/A



**City of Alvarado
Proposed
Personnel Policies
November 2024**

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ARTICLE 1

GENERAL PROVISIONS

1.01 AUTHORITY

These policies are established and authorized by the City Council. Any deletions, amendments, revisions, or additions to the policies must be approved by the City Council.

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

In addition to these personnel policies, department heads may establish departmental rules and regulations that relate specifically to personnel issues in their departments, as long as they do not conflict with these policies. All such departmental rules/policies may be more restrictive, but not less restrictive than these policies. If there is a conflict between a departmental rule or policy and these policies or any future amendments to these policies, the terms of these policies shall prevail. An employee who violates a departmental code of conduct, rule, policy, or procedure is subject to disciplinary action, up to and including termination.

Additionally, departmental rules and regulations must be approved by the City Manager, reviewed by the City Council, reviewed by the City Attorney for legal compliance, and placed officially on file with the City Secretary.

1.02 PURPOSE

These policies set forth guidelines for the City. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by both employees and supervisors, which will result in high quality public service to the citizens of the City of Alvarado.

All employees of the City of Alvarado are employed on an at-will basis. Employees who do not have a written, individual employment contract, approved by the City Council and setting forth a specific, fixed term of employment, are employed at-will. This means that no individual supervisor has the authority to enter into an employment contract with any employee. As an at-will employee, either the employee or the City may terminate the employment relationship at any time, for any reason, without notice or cause. This personnel manual shall not be construed as altering the at-will employment relationship, creating a contract between the City of Alvarado and its employees, or creating any term or condition of employment. Benefits granted herein such as vacation, holiday or sick pay, and certain other forms of leaves are given to the employees by the City Council and are not required by law. The opportunities granted to employees such as grievance procedures, appeals, and other policies do not create a property interest in the employee's position with the City and do not preempt the fact that the City and the City's employees have an "at-will" relationship, unless altered by a written contract, as set forth above.

1.03 APPLICABILITY OF PERSONNEL POLICIES

These personnel policies apply equally to all employees of the City unless a class of employees is specifically exempted by these policies. These policies also apply to any employee or officer who has a contractual agreement with the City unless they conflict with the provisions in said contractual agreement and, in that case, the terms contained in the contractual agreement shall control. In cases where federal or state laws or regulations supersede local policy for specific groups of employees, such laws or regulations will substitute for these personnel policies only insofar as necessary for compliance.

1.04 CHANGES TO THESE POLICIES/SEVERABILITY

Any amended, revised, or new policies having financial implications, except those policies required to comply with state or federal law, must be approved by the City Council. Additionally, the City Manager may amend, revise, or adopt new policies that do not have financial implications or that are required to comply with state or federal law. The City Manager may also establish policies for the day-to-day management of the City that are not inconsistent with this Policy Manual. Further, the City Manager normally conducts an annual review of the policies as part of the budget process and submits and necessary or recommended changes to the City Council for approval prior to the beginning of the new fiscal year. Employees will be notified by the City Manager of any changes to these policies as soon as practicable.”

Employees are encouraged to make constructive suggestions for improvements in these policies or in work procedures or conditions. Any employee who wishes to suggest a personnel policy change should submit his or her suggestions to the City Manager for consideration. Employees are responsible for maintaining current knowledge and understanding of all personnel policy changes and for requesting clarification or assistance when needed.

The provisions of these policies are severable, and if any provision or part of a provision is held invalid, illegal, or unenforceable, this shall not affect the validity of the remaining provisions or parts of provisions, which shall remain in force and effect.

1.05 RESPONSIBILITY FOR IMPLEMENTATION OF PERSONNEL POLICIES

Except for matters relating to appointments and other personnel actions reserved to the City Council by statute, the City Manager is responsible for the proper and effective administration of these personnel policies.

The City Manager may delegate authority to appropriate staff members, including department heads, to act on his or her behalf in the administration of these policies.

Final authority, in the form of review and approval, is reserved to the City Manager regarding all personnel matters and subjects covered by these regulations.

1.06 DISSEMINATION OF PERSONNEL POLICIES; EMPLOYEE RESPONSIBILITY TO READ AND COMPLY WITH POLICIES

Each City employee, whether full- or part-time status, shall receive a copy of these policies via email, hard copy, or the City's internal electronic records maintenance system and is required to read it carefully and to adhere to the rules and regulations stated. Within one week of commencing employment, every employee is required to sign an acknowledgment that he or she has received, read, and understood the policies, and this signed acknowledgement shall be placed in the employee's personnel file.

The Human Resource Department maintains the official set of the personnel policies with all revisions for reference by employees. In addition, the Director of HR will distribute a complete copy of this manual and copies of subsequent revisions to each employee. If a question arises about a particular policy, the official set of policies maintained by the Human Resource Department shall control.

1.07 CONFIDENTIALITY OF PERSONAL INFORMATION

As a municipal government, the City of Alvarado is required to comply with the Texas Public Information Act. However, Texas Government Code Section 552.024 provides that each employee may choose whether the City discloses certain personal information (i.e., the employee's home address and telephone number) to the public on request.

All new employees are required to complete and return a Public Access Option Form to City Administration within the first fourteen (14) days of employment. If this form is not returned to City Administration, this information is presumed to be public information unless otherwise excepted from disclosure. Employees may change their elections for disclosure or confidentiality at any time by submitting a new Public Access Option Form. (Appendix E)

1.08 EQUAL EMPLOYMENT OPPORTUNITY

The City of Alvarado is an equal employment opportunity employer. No officer or employee of the City shall discriminate in employment practices based on race, creed, color, religion, sex (including pregnancy, sexual orientation, or gender identity), age over 40, national origin, the existence of a physical or mental disability, political affiliation, citizenship, veteran status, genetic information (including family medical history), or any other classification protected under applicable state or federal law. This Equal Employment Opportunity policy extends to all areas of employment, including, but not limited to, job application procedures; the hiring, promotion, or discharge of employees; employee compensation; job training; discipline; privileges; pay; and other terms or conditions of employment. The full cooperation and assistance of all officers and employees of the City is expected to comply with and promote this policy. It is a violation of this policy to take an adverse employment action (including any form of retaliation or discrimination) against any employee for opposing an employment practice reasonably believed to be unlawful or discriminatory, reporting such a practice, or participating in any investigation or proceeding resulting from a report of such a practice.

1.09 AMERICANS WITH DISABILITIES ACT

To ensure compliance with the Americans with Disabilities Act (ADA), the City will provide reasonable accommodation for any known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City. Under the ADA, an individual with a disability is a person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.

Any applicant or employee seeking a reasonable accommodation for a disability that affects the application process or employee's ability to perform the essential functions of the position shall make an appointment with his/her Supervisor, Department Head, City Manager, and/or Human Resources to discuss options for accommodations. Reasonable accommodations are adjustments or modifications provided by an employer to enable people with disabilities to enjoy equal employment opportunities. Accommodations vary depending upon the needs of the individual applicant or employee.

Applicants or employees who have a concern or complaint involving potential violations of the Americans with Disabilities Act, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact their immediate supervisor, department head, Human Resources, or the City Manager.

ARTICLE 2

CLASSIFICATION OF EMPLOYEES

2.01 EXPECTATIONS FOR THE EMPLOYEE

Standards of Conduct

- 1) To an unusual extent, employees of a municipal organization are the “Good Will Ambassadors” of the City and such status involves a degree of duty and obligation regarding public and private conduct which is not common to many other classes of employment.
- 2) The City is a public, tax-supported organization. Its employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct at all times. Employees are required to give a full day’s work, to carry out efficiently the work items assigned as their responsibility, and to do their part in maintaining good relationships with the public, their supervisors, City officials, and their fellow employees.
- 3) Employees shall not accept or solicit for personal financial gain any benefit that might influence them to act improperly. Employees shall not use their positions improperly to secure unwarranted privileges or exemptions for themselves or their family members or participate in making or influencing any City decision or action in which they have any financial interest. Employees shall not accept employment or compensation that might reasonably induce them to disclose confidential information acquired in the performance of official duties; accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the City; or make any personal investment that might reasonably be expected to create a substantial conflict between the employee’s private interest and duties for the City.
- 4) As a condition of their employment, employees shall not use or disclose, other than in the performance of their duties or as may be required by law, confidential information gained during or by reasons of their position with the City. As a condition of employment, each employee is required to sign a Non-Disclosure / Confidentiality Acknowledgment and Agreement (Appendix D).

Timeliness and Attendance

- 1) Employees are to be punctual in reporting for work at their designated work site and shall keep appointments and meet schedules for completion of work.
- 2) An employee who expects to be late for or absent from work must report the expected tardiness or absence directly to his or her supervisor not later than 15 minutes prior to the time the employee is scheduled to begin work, unless emergency conditions exist. It may be required in some departments for an employee who will be late or absent to contact his or her supervisor or department head four hours prior to the employee's scheduled time to begin work unless emergency conditions exist. The supervisor's incidental knowledge of the planned absence because of comments of other employees, emails, or information from public communications sources does not constitute notice to the city from the employee or his/her designee.
- 3) Failure to report within the required period is justification for disallowing paid sick leave for an absence. Unless otherwise approved by the supervisor, employees are expected to call on each day of absence. If an employee is absent for medical reasons for three or more consecutive workdays, the employee may not return to work without a report from a doctor describing the period of the employee's illness and stating that the employee is released to return to work without limitation.
- 4) The City will retain and promote those employees who are dependable. An occasional absence or lateness will be unavoidable, but frequent tardiness or unexcused absence is not permissible and is grounds for disciplinary action up to and including termination.

Professional Appearance

While the City does not have a formal dress code, the City considers business casual work attire to be appropriate. As representatives of the City, employees are encouraged to set and meet high standards both in performing quality work and in presenting a professional personal image to the public.

- 1) Appropriate Attire
 - Neat and Well-Groomed — during working hours, employees should always appear neat and professional. Employees are expected to be suitably attired and well groomed, and ensure that their clothing is clean and neat and not torn, ripped or stained.
 - Professional Attire — Employees should use common sense and good judgment in determining what to wear to work. Generally, if the employee is doubtful about some clothing, it is not appropriate.
 - Job Specific — this dress code policy is a general guideline, but employees should take into consideration any job-specific safety concerns or requirements.

Employees who regularly lift machinery or heavy materials should not wear dangling clothing or jewelry that may get caught in machinery and should wear comfortable, slip-resistant, close-toed safety shoes at all times.

- Employees are expected to exercise regular hygiene care and to dress and groom themselves in a neat and tasteful manner appropriate for the job being performed. Regular hygiene care includes regular bathing or showering, use of deodorant, and oral hygiene.
- Undergarments must not be visible.
- Attire and footwear must be appropriate for work setting, particularly if there is public contact.
- Department heads have discretion to further expand on what is considered appropriate attire within their respective departments/divisions.

2) Prohibited Attire. Some attire is unacceptable for work at any time. The following list provides some examples, although it is not a complete list:

- Any article of clothing or jewelry that contains an offensive word, message or slogan or picture directed at or implicating race, sex, age, religion, disability, or any other protected classification.
- Cut-offs or shorts
- Gym wear or beachwear
- Clothing that reveals the employee's undergarments
- Spandex, Lycra, or leggings
- Tank tops, tube tops, halter tops or shirts with spaghetti straps
- Off the shoulder tops
- Lounge wear (i.e., pajama pants)
- Sweatshirts or sweatpants
- Miniskirts
- Flip-flops
- Immodest clothing that reveals, for example, the employee's stomach, full back, cleavage, or chest.
- If logos are on clothing, these logos should not promote contractors or vendors that may conduct business with the City.

3) Uniforms.

Some City departments require employees to wear uniforms. In some cases, the City provides the uniform and/or pays for the maintenance costs. In all cases, employees must keep their uniform neat and clean; while the City acknowledges that some departments have duties that will make it difficult to keep uniforms clean while working, employees should attempt to maintain as neat of an appearance as possible (shirt tucked in, etc.). Employees who have been issued City uniforms must return these uniforms before leaving City employment and are expected to exercise care and cleanliness in the maintenance of these uniforms. Failure to do so may delay receipt of the employee's final check. The City asks that while employees are in uniform, they act in a professional manner.

All City uniforms purchased by the City are deemed to be the property of the City and shall be returned to the City upon separation of the employee under any type of separation. See Section 13.01 for Types of Separations. The employee may retain possession of City shirts and jackets purchased with their personal funds. Employees are responsible for notifying their supervisor when uniforms need replacement for authorization to purchase. Replacement uniforms will be furnished at the City's expense on an as needed basis, to be determined by the employee's supervisor.

4) Body Ornaments.

Gauges (or large holes in the ears), body piercing, or other ornamentation of the face (other than ears), head, and mouth are generally not appropriate for the workplace but may be permitted at the discretion of the City Manager and department head. Body art, including but not limited to tattoos, branding, intentional scarring, or body mutilation, is prohibited on the face or head. Permanent makeup is excluded from this policy.

Body ornamentation that displays obscene, extremist, racist, or offensive design, logo, or wording representing an illegal act or giving the impression that employees may not impartially discharge their duties, or detracts from a uniform or professional appearance, is not permitted and must be covered in the workplace.

If this policy causes concern due to an employee's membership in any legally protected class, please contact the City Manager or Director of Human Resources to discuss appropriate options for accommodations.

2.02 TYPES OF POSITIONS

Sworn and Non-Sworn Employers

Employees working in the Public Safety departments of Police and Fire are considered Sworn Employees. They may have different requirements concerning probation period, hours worked, benefit hours and overtime calculations.

All other employees are considered non-sworn. In this manual, where there are differences between the two groups, it will be noted.

Full-Time Regular

A full-time regular employee is appointed to an authorized position that involves, on the average, 40 work hours per week and that is expected to last at least six months. Regular full-time employees may be either hourly or salaried employees. These positions are eligible for benefits such as health insurance, retirement, and paid time off such as vacation and sick leave.

Part-Time Regular

Positions in which the required workweek is, on average, at least twenty (20) hours but less than forty (40) hours per workweek, and usually less than 1,000 hours annually. Regular part-time

employees are hourly. Under the Affordable Care Act, employees working more than 30 hours per week are eligible for medical insurance. Employees working 1,000 hours per year are eligible for participation in the Texas Municipal Retirement System. In both cases, the employee is not eligible for other benefits.

Full-Time Temporary Without Benefits

A temporary full-time employee is an employee hired to work an average of 40 hours per week for a period expected to last less than six months. Temporary full-time employees may be either hourly or salaried employees. Employees working at least 1,000 hours per year are eligible for participation in the Texas Municipal Retirement System but are not eligible for other benefits.

Seasonal Temporary Without Benefits

A temporary part-time employee is an employee hired to work an average of fewer than 40 hours per week and no more than 900 hours per year, for a period which is normally specified in advance and is expected to last fewer than four months. Temporary part-time employees are paid on an hourly basis.

Please note that the hours worked criteria noted above is used for the purpose of determining eligibility for benefits. The number of hours noted above is not used to determine other types of payment issues such as eligibility for overtime pay. Overtime pay is governed by the Fair Labor Standards Act as outlined in Article 4 of this manual.

2.03 CHAIN OF COMMAND

Individual City employees are responsible to their department head or the City Manager or to a supervisor designated by their department head or the City Manager. Department heads are responsible to the City Manager. The City Manager is responsible to the City Council as a whole. Directions regarding work to be done, expected results, the adequacy of work performance, and grievances will follow the chain of command. Likewise, complaints shall follow chain of command unless the employee making the complaint has a demonstrable reason to skip members of his/her chain of command.

2.04 PROBATIONARY PERIOD

All new regular non-sworn employees serve a six-month probationary period. That period may be extended for an additional three months, not to exceed a total of nine months.

Sworn employees have a twelve-month probationary period as required by other regulations.

The probationary period gives a new employee the opportunity to learn fully the requirements of his or her new job. The probationary period will be utilized to provide on-the-job training and formal training, to closely observe the employee's work, to secure the most effective adjustment of a new employee to the position, and to dismiss any employee whose performance does not meet the required work standards.

During the probationary period, the supervisor reports to the department head and/or the City

Manager on the employee's work, ability to perform the duties satisfactorily, attitude, habits, and dependability.

At any time during the probationary period, as at any other time during employment, the Department Head may recommend dismissal of a new employee if, in the department head's opinion, the employee is either unable or unwilling to perform the duties; if the employee's dependability does not merit continuance of the City employment; or for other reasons as provided elsewhere in these policies.

At the end of the six-month or twelve-month probationary period, each new employee shall receive a personal evaluation and interview by the department head. At such time, the employee shall be informed of his/her progress. In addition, all employees not covered by a contract will receive a one-step increase according to the pay plan.

If the City decides to extend an employee's probationary period, the department head will set expectations on areas for improvement. At the end of the extension, the employee shall receive a personal evaluation and interview by the department head.

A probationary period of six months will also be in place for any employee who is promoted or transferred to a new position within the City.

2.05 RESIDENCE

City ordinance provides that no City employee shall be required to reside within Johnson County unless required by state statute, the Code of Ordinances, or as may be specified from time to time in any job description for any employee by the City Manager or City Council.

The City Manager may require that employees likely to be called to work in cases of emergency be required to reside within reasonable commuting range of their places of work.

ARTICLE 3

RECRUITMENT, PRE-EMPLOYMENT, AND INITIAL EMPLOYMENT PROCEDURES

3.01 HIRING OF PERSONS WITH DISABILITIES

It is the policy of the City to make its employment application process, employee activities, working environment, employee benefits, employee training, and employee advancement process accessible to persons with disabilities, and the City will make reasonable accommodations for a qualified individual with a disability who is an employee or applicant for employment of the City unless that accommodation will place an undue hardship on city finances or operations or will pose a danger to the applicant, the employee, or others.

Persons with disabilities will be provided equal access to the hiring process. Persons with disabilities who are capable of performing the essential functions of their job will be provided equal access to promotion, training, and other benefit opportunities. No person will be subject to any form of retaliation for reporting or filing a complaint based on disability-related discrimination.

3.02 AGE REQUIREMENTS

Persons under 16 years of age will not be employed in any full-time regular position. Persons under 18 years of age will not be hired in any hazardous position. Any prospective City employee under 18 years of age must have written permission (a signed Minor's Employment Release Form) from his or her lawful parent or guardian on file in the employee's personnel file prior to the first day of employment.

Other age limitations will be applied only as required by specific state or federal law applicable to the City.

3.03 METHODS OF RECRUITMENT AND SELECTION

The City has four methods of recruiting and selecting persons to fill vacancies:

- (1) promotion from within;
- (2) lateral transfer from within;
- (3) public announcement and competitive consideration of applicants for employment; and/or
- (4) selection from a valid current eligibility list, which identifies applicants for the same or a similar position for which applications were sought within the last six months.

The City does not accept applications for employment unless a specific vacancy exists. Persons

wishing to apply for a job with the City when a specific vacancy does not exist are informed of the manner of advertising City job announcements and that they may file an application at any time an advertised vacancy exists for which they consider themselves to be qualified.

Each person desiring employment with the City is required to apply on the City's official application form. Upon receiving a conditional offer of employment, the applicant shall be required to sign authorizations to release information regarding their employment history and driving record to the City. The City will only make appropriate inquiries to verify education, experience, character, and required certificates and skills of an applicant after a conditional offer of employment is extended and accepted by the candidate. In the case of candidates for positions that require driving a vehicle, the City will check the prospective employee's driving record after a conditional offer of employment is made.

An applicant is disqualified from employment by the City if he or she:

- Does not meet the minimum qualifications for performance of the duties of the position involved.
- Knowingly has made a false statement on the application form.
- Has committed fraud during the selection process.
- Is not legally permitted to hold the position.
- Has offered or attempted to offer money, service, or any other thing of value to secure an advantage in the selection process.
- Is not able to perform the essential functions of the position, with or without reasonable accommodation.
- Has failed to submit the application to the designated place or within the prescribed time limit.
- Has failed to produce within three days of employment original legal document(s) that establish identity and employment eligibility.

All applications for employment that have not resulted in employment will be deactivated after six (6) months and destroyed after two (2) years.

The City Manager determines the method(s) of selection to be used in filling each vacancy.

In collaboration with department heads and the City Manager, Human Resources shall identify recruitment needs and establish recruiting procedures which will result in the most efficient and successful candidate placement within the limitations of budget and time and shall utilize a variety of methods to advertise recruitments, including the official newspaper(s) of the City, social media, professional organizations, the Texas Employment Commission, and job search websites.

Except for appointments reserved to the City Council by the City Charter, the City Manager has exclusive authority to select and employ all City employees. The City Manager may authorize department heads to appoint and remove employees within their departments, subject to

approval by the City Manager and within the limits of these policies and the City's budget. Other supervisors may be asked for recommendations as appropriate.

Neither the City Council nor any of its members shall in any manner dictate the appointment or removal of any City employees whom the City Manager or any of his/her subordinates is authorized to appoint or remove. However, the City Council or its members may express their views and opinions on such matters freely to the City Manager.

Applications, interview notes, test results and other interview related materials are returned to the Director of Human Resources for proper filing after interviews are completed.

3.04 PUBLIC POSITION ANNOUNCEMENTS

Public announcement of position openings at the City for which there will be competitive consideration may be disseminated by the Director of Human Resources in the manner most appropriate for the position being filled, as determined by the City Manager in coordination with the Department Head, and in a manner that attracts an adequate supply of qualified candidates for the position.

Department heads wanting a position filled within their department must submit a position requisition form with relevant information about the position to the Director of Human Resources, who ensures that the job opening announcements are made public and will post all necessary announcements at the City's administrative offices, on the City website, and/or on appropriate job posting sites, once approval for the requested posting is confirmed.

Current employees may apply for positions for which they believe themselves to be qualified and will be given preference in employment decisions assuming their qualifications are essentially equal to outside applicants and the employee has a consistent record of good performance. If selected for the position for which he or she applied, a City employee can transfer to another City position without loss of pay provided that his or her current pay is within the range approved by the City Council for the transfer position and sufficient funds are available in the receiving department's budget.

The length of time during which applications will be accepted for a given vacant position will be determined by the City Manager or his or her designee in accordance with the circumstances that exist at the time.

Applicants for employment with the City shall complete an employment application available on the City's web site. Qualified applicants are those who fully complete an employment application for posted vacancies. An employee who is found to have provided false information on the application, or who fails to disclose information that is pertinent to the position, is subject to dismissal or other disciplinary action.

3.05 INTERNAL JOB ASSIGNMENT CHANGES

Promotion

A promotion is a change in the duty assignment of an employee which results in advancement to a position in a higher pay group requiring higher qualifications and involving greater responsibility. A promoted employee may receive a pay increase. No promotion shall be made solely upon the basis of seniority or longevity.

Promotions are approved by the City Manager within the staffing pattern and budget limits approved by the City Council. Employees who can perform the essential functions of the position, with or without reasonable accommodation, may be eligible for consideration for a promotion if and when a vacancy occurs.

Upon promotion, an employee serves a probationary period of one hundred-eighty (180) days in the new position and may be returned to a position in a lower pay group at any time during the probationary period if performance is unsatisfactory as documented by the department head and attested by the City Manager.

Lateral Transfers

A lateral transfer is the movement of an employee between positions in the same pay range within the City. Lateral transfers may be made within the same department or between departments if a vacant position is available and the employee can perform the essential functions of the position, with or without reasonable accommodation.

An employee who is laterally transferred is subject to a six-month probationary period and may be returned to his or her former position at any time during the probationary period if performance is less than fully satisfactory. A transfer may be requested by an employee, by the supervisor for whom he or she will work if transferred, or by the City Manager. If a position is reclassified resulting in a lateral transfer, no pay adjustment will take place.

Demotion (Non-Disciplinary)

A demotion is a change in duty assignment of an employee to a lower paid position. Demotions may be made for the purpose of voluntary assumption of a less responsible position, as a reasonable accommodation for an employee with a disability, as a result of a reclassification of the employee's position, or as a disciplinary measure because of unsatisfactory performance in a higher position. If a position is reclassified downward because of changes in the City's needs and not because of a performance problem on the part of the employee, the City will attempt to maintain the employee's salary at its prior level.

3.06 BASIC QUALIFICATIONS AND PRE-EMPLOYMENT EXAMINATIONS

In addition to the qualifications applicable to each position, an applicant must:

- Have a valid social security number;
- Be a citizen of the United States or possess a valid resident alien work authorization;

- Agree to be fingerprinted if required for certain public safety positions;
- Possess, or have the ability to obtain, a bank account for which direct deposit is available;
- Satisfactorily complete a post-offer drug screening test;
- Have the ability to obtain a valid drivers' license when applicable and necessary for the job;
- Possess a satisfactory driving record, if driving is a required job duty;
- Possess a satisfactory criminal history, if required because of job duties;
- Obtain satisfactory results on a post-offer medical and/or psychological exam, if required because of job duties;
- Satisfactorily complete the employment, education and personal reference checks; and
- If required, obtain satisfactory results of a polygraph examination, provided that such tests are uniformly required for any application to that position prior to appointment.

Except for drug and psychological tests for certified police employees and any other test that may be required by state law or these policies, the only performance tests administered for employment or promotion normally will be specifically job-related ("piece-of-the-job") tests (e.g. typing, operating a computer, operating a piece of equipment, lifting something heavy required in the job, tabulating columns of numbers, writing samples, etc.). The City may conduct pre-employment qualification testing for certain jobs. The tests vary based on the required qualifications for the position. Reasonable accommodations will be made for applicants with a disability if a request for such an accommodation is made in advance of a test.

Certain classes of employees will be required to undergo a medical examination. After a conditional offer of employment is made and accepted by an applicant, they will be sent for this exam by a physician designated by the City. The purpose of this exam is to determine that the prospective employee meets the minimum standards of physical fitness required for the position and can perform the essential physical functions of the job as stated in the job description for the position. The City is responsible for the cost of this exam.

All prospective full-time, regular employees in safety-sensitive positions are required to undergo a drug test after a conditional offer of employment has been extended. A non-safety-sensitive employee shall not be placed, transferred, or promoted into a safety-sensitive position until the employee takes a drug test with a verified negative result. Refusal to submit to testing will result in rejection or removal from eligible list.

In addition, prospective new employees for active police officer certification may undergo an examination by a licensed psychologist or psychiatrist of the City's choice which will be paid for by the City.

All records relating to the medical condition, medical testing, psychological testing, or drug testing of an employee or prospective employee are maintained separately from employee personnel files. These medical files are confidential and are not released to anyone unless a "need to know" has been clearly established.

3.07 PRIOR SERVICE WITH THE CITY

Employees entering service with the City who have had prior service with the City may be considered for appointment above the customary entry salary level. A break in continuous service with the City forfeits any benefits accrued prior to the break. However, the City Manager may determine that when appropriate, an employee reentering City employment may be given credit for prior years of service, and his or her date of employment may be adjusted accordingly to entitle the employee to the appropriate level of any current benefits based on longevity.

3.08 EMPLOYMENT OF RELATIVES (NEPOTISM)

Nepotism is the showing of favoritism toward a relative. The practice of nepotism in hiring personnel or awarding contracts is forbidden by the City. For the purposes of this policy, family member also includes former spouse and significant others (e.g., engaged couples or relationships between individuals of which the substance reflects a marital arrangement).

3rd Degree of Consanguinity	• Great Grandparent • Aunt or Uncle • Niece or Nephew • Great Grandchild
2nd degree of Consanguinity	• Grandparent • Sibling (Full or Half-Blood) • Grandchild
1st degree of Consanguinity	• Parent (Biological or Adoptive) • Child (Legitimate, Illegitimate, Adopted)
You	
1st degree of Affinity	• Spouse
2nd degree of Affinity	• Parent-in-law • Child-in-law • Sibling-in-law • Step-parent • Step-child • Spouse's grandparents • Spouse's grandchildren

No person may be hired who is related by affinity within the first or second degree or by consanguinity within the first, second, or third degree to any member of the City Council, the City Manager, or any other officer appointed by the City Council. No then-current employee may continue in City employment if the employee is related to a newly appointed or elected officer, council member, or City Manager unless the employee has been employed continuously by the City for a period of:

- At least 30 days prior to appointment if the officer, council member, or City Manager is appointed.
- At least six months prior to the date the election is canvassed if the council member is elected.

In addition, in the interest of effective management, no personnel action will be taken that would result in any employee supervising another employee who is related to the supervisory employee by affinity within the second degree or by consanguinity within the third degree.

3.09 RELATIONSHIPS BETWEEN CO-WORKERS

Relationships between coworkers must never affect an employee's job performance or interfere with activities in the workplace. Supervisors may not "date," have romantic associations with or otherwise have a personal relationship with a subordinate employee. For the purpose of this section, a "supervisor" is defined as a City employee who, either directly or indirectly, is able to influence, control, promote, assign work to, discipline, or otherwise affect the employment of another employee of the City. In the event a supervisor has been found to have violated this section, the supervisor and the subordinate employee may be subject to the entire range of discipline under these policies, up to and including termination from employment.

3.10 CONFLICT OF INTEREST; ABUSE OF AUTHORITY

An officer or employee of the City shall neither have financial interest in the profits of any contract, service, or other work performed for the City nor derive personal profit directly or indirectly from any contract, purchase, sale, or service between the City and any person or company, except to the extent and in the manner authorized by Chapter 171 of the Texas Local Government Code. No officer or employee of the City who exercises any functions or responsibilities in the review or approval of an undertaking or the carrying out of one of the City's contracts shall participate in any interest in the contract except to the extent and in the manner authorized by Chapter 171 of the Texas Local Government Code.

An officer or employee of the City shall not:

- Solicit, accept, or agree to accept a financial benefit, other than from the City, that might reasonably tend to influence his or her performance of duties for the City or that he or she knows or reasonably should know is offered with intent to influence the employee's performance;
- Use the employee's official position to secure special privilege for the employee or others;
- Grant any special consideration, treatment, or advantage to a person or organization beyond that which is available to every other person or organization, with the exception of granting fringe benefits to City employees as a part of their employment or as an added incentive to the securing or retaining of employees;
- Disclose or use, or accept employment or compensation that might reasonably induce him or her to disclose or use, information that could adversely affect the property or affairs of the City, or confidential information acquired by reason of his or her

- employment, for his or her personal gain or benefit or for the private interest of others;
- Accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the City;
- Knowingly perform or refuse to perform any act to deliberately thwart the execution of the City ordinances, rules or regulations or the achievement of official City programs;
- Use City supplies, equipment or facilities for any purpose other than the conduct of official City business;
- Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the City or that reflects discredit upon the government of the City;
Make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the City; or
- Solicit, accept, or agree to accept a financial or other benefit from another person in exchange for having performed duties as a City employee.

3.11 CRIMINAL HISTORY

As a condition of employment, all employees must consent to a criminal background check. Further, all employees are required to notify the City Manager in writing of any misdemeanor or felony arrest, charge, indictment, conviction, deferred adjudication, or a plea of nolo contendere, whether related to on-duty or off-duty conduct, immediately, except that employees who do not drive as part of their job duties with the city are not required to report misdemeanor traffic violations. An employee who fails to timely report any events described herein may be disciplined up to and including termination.

While charges are pending, the City Manager will determine whether the employee will remain in his or her current position, be placed on administrative leave (with or without pay), or be transferred, demoted, or released from city service.

An employee charged or indicted for a felony or misdemeanor or accused by information of official misconduct or other serious criminal violation may be placed on administrative leave (with or without pay) until the charge, indictment, or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are completed and all related administrative matters are concluded.

In most instances, however, the City will conduct its own investigation and take appropriate action before the matter is fully adjudicated. The City Manager will make such a determination. At the discretion of the City Manager, an employee on administrative leave may be reinstated to the position held before being placed on administrative leave (if available) without loss of benefits if the indictment or information is dismissed, the City finds the charges to be without merit, the employee is acquitted, or the conviction is reversed on appeal.

In the hiring process, no criminal background check will be conducted until a conditional offer of employment has been made and accepted by the candidate.

A criminal conviction will be evaluated, and the following factors will be considered when determining what, if any, action will be taken as to an employee's or applicant's employment status:

- The nature of the crime and its relationship to the position;
- The time since the conviction;
- The number (if more than one) of convictions; and
- Whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the City, its employees, its customers and its vendors.

3.12 EMPLOYEE ACCESS TO PERSONNEL RECORDS

Personnel records, except medical records and I-9 form, are maintained in the office of the Director of Human Resources. Medical records are kept in a separate confidential file and I-9 forms are kept collectively in a separate file maintained by the Director of Human Resources.

Generally, under normal circumstances, a current employee or their representative may examine the employee's personnel file upon written request and appropriate scheduling by the Director of Human Resources for such review during normal working hours. An employee may request copies of items or materials from their file but may not remove any documents or other information from the personnel file.

When a supervisor or department head requires access to the official personnel file of an employee under his or her supervision for the handling of personnel matters, the Director of Human Resources will provide access to the specific file(s) after authorization has been obtained from the City Manager. The Director of Human Resources shall keep a record of instances in which supervisors and others have had access to personnel files.

An employee's official personnel file may contain at least the following:

- An employment record
- A copy of the employee's application for employment/resume
- A copy of the employment offer and letter of acceptance, if applicable
- A signed copy of the employee's acknowledgment of having received and reviewed a copy of the Personnel Policies, including the City's "Alcohol and Drug Abuse Policy"
- The employee's job description(s)
- Election to Disclose or Keep Confidential Home Address, Home Telephone Number and Social Security Number Form
- Personnel Action Forms
- Records of any citations for excellence, awards for good performance, or job-related training/education
- Records of disciplinary action(s)
- Performance evaluations

3.13 EMPLOYEE RESPONSIBLE FOR UPDATING INFORMATION

Within two (2) weeks of an event or change, employees are responsible for informing the City of any changes or corrections to information recorded in their individual personnel file concerning the following categories:

- Change of address, whether it is mailing or residential.
- Change of phone number, whether it is listed or unlisted.
- Change in marital status, number of dependents (for purposes of health insurance and income tax withholding), or any relationship prohibited under the City's nepotism policy.
- Change of beneficiary for life insurance and retirement benefits.
- Any additional schooling, training, certificates or degrees earned during an employee's course of employment.
- Any changes in social security or driver's license numbers or class.
- Any criminal matter resulting in arrest, conviction, probation or deferred adjudication.
- For drivers of City vehicles, any motor vehicle accident; moving violation; or arrest, conviction, probation or deferred adjudication resulting from DWI/DUI.
- The existence of any protective order or restraining order to which the employee is a party.

Failure to provide the required notification in a timely manner may result in discipline, up to and including termination.

3.14 VERIFICATION OF ELIGIBILITY TO WORK (E-Verify)

In order to comply with the Immigration Reform and Control Act of 1986, within three days of an employee's first day of employment, each new employee is required to complete and sign an INS Form I-9 and provide appropriate documentation for Section Two of Form I-9 to provide proof of his or her identity and employment eligibility. If the employee fails to provide the I-9 form and required documentation, the employee will not be allowed to continue working and is subject to immediate termination. Additionally, before a rehired employee may commence work, they must also complete the Form I-9 if a) they had not previously filed with this organization, b) the previous form is more than 3 years old, or c) if the previous form is invalid in any other aspect.

The City uses E-Verify, a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS).

ARTICLE 4

WORK WEEK, PAY SCHEDULE, HOURS

4.01 PAYDAY

All City employees are paid bi-weekly. The pay period runs from Wednesday at 12:00 am until the second Tuesday at 11:59 pm. Payday is on the Friday after the pay period ends. If the date direct deposits are to be issued falls on a holiday, direct deposits will be issued on the last working day preceding the holiday.

4.02 WAGE DELIVERY

Payment of wages will not be issued/deposited other than on the days set out above without the City Manager's approval.

Wages are paid solely by direct deposit, and an employee must have the ability to receive pay electronically. A pay stub showing earnings and deductions will be emailed to each employee once payroll is processed.

No loans against future salary will be made to any employee for any reason.

Employees must bring any discrepancies in their paychecks (such as overpayment, underpayment, or incorrect payroll deductions) to the Accounts Payable/Payroll Coordinator's attention immediately. If an employee does not understand how to figure his or her pay or how to read his or her pay stub, help should be sought from the employee's supervisor or the Director of Human Resources. Failure to report any discrepancy may result in disciplinary action. In addition, overpayment will be reimbursed to the City through payroll deduction (Appendix C).

4.03 CLASSIFICATION PLAN/PAY SCHEDULE

The City maintains an annual job classification pay plan by which each position is assigned to a group and step based on:

- 1) The principle of equity among positions requiring similar knowledge, skills, and abilities and having similar levels of responsibility; and
- 2) Market compensation factors.

The pay range for each pay group is set out on a pay schedule that is approved by the City Council.

A new employee is normally hired at the entry rate of the pay range to which the job is assigned. A department head can approve the hiring of a new employee in any of the first three steps above the entry level rate to which the new employee's job is assigned. The City Manager's approval is required for hiring new employees above Step 3 in the pay schedule.

The City Manager is authorized to reallocate a job title to a lower or higher pay group based on equity considerations and job market conditions. When a new job title is established, the City Manager assigns that job title to a pay group.

4.04 ADDITIONAL TYPES OF PAY

The City Manager may authorize certification pay for employees who complete certification courses and related testing and receive certificates that are directly relevant to the employee's job performance for the city and are above and beyond any certificate already required to the employee's current job.

The City Manager determines which certificates are eligible for certification pay and the amount budgeted, if any, in any given year for certification pay.

4.05 PAYROLL DEDUCTIONS

The following deductions made from employees' pay checks are either required by federal or state law or approved and authorized by the City Council:

- Required federal/state deductions
- Federal Social Security and/or Medicare
- Federal income taxes
- Court-ordered child support
- Texas Municipal Retirement System contributions (participation is mandatory)
- The portion not paid by the City of group health/medical and life insurance premiums for dependents and other approved insurance policies
- Such other deductions as may be authorized by the City Council or the City Manager

If there is a change in the employee's family status, address, or any other factor affecting his or her payroll withholding or benefits status, the employee is responsible for obtaining, completing, and returning to the payroll department the appropriate forms for communicating the changes.

4.06 ADMINISTRATIVE WORK PERIOD – MOST DEPARTMENTS

The official work period for non-sworn employees is a seven-day period beginning at 12:00 a.m. on Wednesday and ending seven calendar days thereafter. Normal working hours for non-sworn employees are Monday through Friday, 8:00 a.m. to 5:00 p.m. with one hour for lunch, for a total of 40 hours per workweek. Morning and afternoon breaks of 15 minutes each may be available to an employee if the break does not interfere with City operations, but this time does not accumulate if not taken, and this time cannot be used to alter an employee's work hours. Breaks are a privilege and are not to be abused.

Sworn Police Department and Fire Department hours shall be as established by the department chiefs and department supervisors.

4.07 NUMBER OF HOURS TO BE WORKED

The City Manager determines the number of hours worked by an employee for the compensation to be received subject to laws governing pay and working hours and to the provisions of the City's budget.

4.08 EXEMPT EMPLOYEES

Department heads and other executive, administrative, and professional employees are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and are expected to render necessary and reasonable overtime services with no additional compensation. The salaries of these positions are established with this assumption in mind. City employees who are in exempt positions most often qualify under the executive, administrative, or professional exemption, or a combination of these exemptions. To qualify for any of these exemptions, employees must meet the applicable salary threshold set out by the Department of Labor's FLSA guidelines.

Exempt employees are paid on a fixed salary basis regardless of the number of hours worked unless the employee is absent for a full day and permission has not been sought or has been sought and denied; accrued leave has been exhausted; or the employee is authorized to use leave without pay.

4.09 TIME REPORTING

By law, the City is obligated to keep accurate records of the time worked by employees. Non-exempt employees must keep records of all hours worked, released time taken, and, where appropriate, hours credited to projects. Time is recorded by utilizing the employee's time keeping system account or other forms as prescribed. Leave request forms must be completed and submitted via the time keeping system or on other forms as prescribed for any leave taken.

Employees are responsible for accurately maintaining time records. No employee may record hours worked on another employee's time sheet or time keeping system account. Tampering with employee time records is cause for disciplinary action, up to and including termination. Employees are responsible for notifying their supervisor in the event of any errors identified on the time sheet. The supervisor will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

Employees should adhere to the following time recording best practices:

- Employees should never permit anyone except their immediate supervisor or their supervisor's designee to alter a time record. If time is entered on an employee's behalf, it is that employee's responsibility to request documentation of what has been submitted and verify that it is correct before payroll is processed.
- Employees should enter the number of hours worked each day; never wait until the end of the week.
- Employees should enter all hours worked; never work "off the clock."
- Employees should not remain on the premises unless on duty.
- Employees should not arrive more than five or ten minutes early or linger more than five or ten minutes after they have stopped working.
- Employees should not start work early or continue working beyond normal quitting time unless their supervisor has expressly authorized such work.
- After the time keeping system information has been completed, employees should check it over carefully, and then submit it as certification that the total hours shown are correct.

An employee found to be misrepresenting actual hours worked, or who works non-scheduled overtime without authorization, is subject to disciplinary action, up to and including termination.

Time records must be submitted by the employee and approved by the employee's department head or designee.

Each supervisor is responsible for ensuring that all hours worked and leave time taken are reported in the time keeping system sent to the payroll department.

4.10 OVERTIME COMPENSATION

Nonexempt employees are compensated for overtime worked using one of the following methods:

- Payment at the rate of one and one-half times the employee's regular hourly rate; or
- Compensatory time off at the rate of 1.5 hours for each hour of overtime worked.

Employees may not elect to take overtime hours as compensatory time unless the use of compensatory time has been authorized.

4.11 OVERTIME WORKED

The policy of the City is to keep overtime to a minimum. However, employees may be required to provide services in addition to normal hours or on weekends or holidays. For example, in the event of an emergency, such as a natural disaster, employee(s) may be required to report to duty or to be available for duty throughout the duration of the emergency.

Non-Sworn Employees

Overtime is defined as hours worked in excess of the allowable number of hours under the Fair Labor Standards Act (FLSA). In the City, this is 40 hours per seven-day workweek for all employees, except police and fire department personnel. Sick, vacation and holiday hours are considered non-worked and are not included in hours used to calculate overtime.

Sworn Employees of the Police Department

A nonexempt sworn employee of the Police Department is entitled to overtime pay or to compensatory leave at the overtime rate, for all hours worked in excess of (80) eighty during a (14) fourteen-day work period. Sick, vacation and holiday hours are considered non-worked and are not included in hours used to calculate overtime.

Sworn Employees of the Fire Department – 24-Hour Shifts

A nonexempt sworn employee of the fire department who is assigned to 24-hour shifts is entitled to regular pay for the first 106 hours worked, and overtime compensation for all hours worked in excess of 106 up to 120 in a 14-day work period. Sick, vacation and holiday hours are considered non-worked and are not included in hours used to calculate overtime.

Sworn Employees of the Fire Department – 8-Hour Shifts

A nonexempt sworn employee of the Fire Department assigned to 8-hour shifts is entitled to overtime pay for all hours worked in excess of 40 during a seven-day work period. Sick, vacation and holiday hours are considered non-worked and are not included in hours used to calculate overtime.

4.12 COMPENSATORY TIME

Non-sworn Employees

In accordance with the Fair Labor Standards Act (FLSA), the city may grant non-sworn non-exempt employees compensatory time off (comp time) in lieu of compensation for hours worked in excess of 40 hours a week. Compensatory time is rarely used by the City. However, department heads may use compensatory time sparingly to better manage their departments if compensatory time is approved.

- Non-sworn, non-exempt employees working 8-hour shifts may accrue compensatory time off at one and one-half times the number of overtime hours worked up to a maximum 40 hours. (i.e., 4 hours overtime worked = 6 hours comp time)
- Employees reaching 40 hours of compensatory time shall have this time converted and the entire amount paid out at the employees' regular rate.
- Compensatory time balances are carried over from year to year.
- Any compensatory time earned should be used within six months of the date on which it is earned.
- An employee with compensatory time in their bank may request payment for those hours in addition to their regular weekly pay.
- Sick, vacation, and holiday hours are considered non-worked and are not included in hours used to calculate compensatory time.
- Compensatory time paid is paid at the employee's straight time hourly rate.
- Compensatory time paid is not considered time worked and those hours do not count toward overtime.

Sworn Employees of the Police Department

- Sworn, non-exempt employees working 12-hour shifts may accrue compensatory time off at one and one-half times the number of overtime hours worked up to a maximum 80 hours. (i.e., 4 hours overtime worked = 6 hours comp time)
- Employees reaching 80 hours of compensatory time shall have this time converted and the entire amount paid out at the employees' regular rate.
- Compensatory time balances are carried over from year to year.
- Any compensatory time earned should be used within six months of the date on which it is earned.
- An employee with compensatory time in their bank may request payment for those hours in addition to their regular weekly pay.
- Sick, vacation, and holiday hours are considered non-worked and are not included in hours used to calculate compensatory time.
- Compensatory time paid is paid at the employee's straight time hourly rate.

- Compensatory time paid is not considered time worked and those hours do not count toward overtime.

Sworn Employees of the Fire Department – 24-Hour Shifts

- Sworn, non-exempt employees working 24-hour shifts may accrue compensatory time off at one and one-half times the number of overtime hours worked up to a maximum 100 hours. (i.e., 4 hours overtime worked = 6 hours comp time)
- Employees reaching 100 hours of compensatory time shall have this time converted and the entire amount paid out at the employees' regular rate.
- Compensatory time balances are carried over from year to year.
- Any compensatory time earned should be used within six months of the date on which it is earned.
- An employee with compensatory time in their bank may request payment for those hours in addition to their regular weekly pay.
- Sick, vacation, and holiday hours are considered non-worked and are not included in hours used to calculate compensatory time.
- Compensatory time paid is paid at the employee's straight time hourly rate.
- Compensatory time paid is not considered time worked and those hours do not count toward overtime.

Sworn Employees of the Fire and Police Departments – 8-Hour Shifts

- Sworn employees working 8-hour shifts may accrue compensatory time off at one and one-half times the number of overtime hours worked up to a maximum 40 hours. (i.e., 4 hours overtime worked = 6 hours comp time)
- Employees reaching 40 hours of compensatory time shall have this time converted and the entire amount paid out at the employees' regular rate.
- Compensatory time balances are carried over from year to year.
- Any compensatory time earned should be used within six months of the date on which it is earned.
- An employee with compensatory time in their bank may request payment for those hours in addition to their regular weekly pay.
- Sick, vacation, and holiday hours are considered non-worked and are not included in hours used to calculate compensatory time.
- Compensatory time paid is paid at the employee's straight time hourly rate.
- Compensatory time paid is not considered time worked and those hours do not count toward overtime.

4.13 OVERTIME AND LEAVE OR HOLIDAYS TAKEN

This section applies to a full-time regular employee who is subject to the overtime provisions of the FLSA and is required to work overtime during a week when he/she has used sick leave, vacation leave, or any other type of released time (including holiday time off).

For the extra hours, the employee will be either paid at straight time of the extra hours worked or given hour-for-hour time off. However, if the extra hours worked are more than the number

of leave time hours taken, the employee will be compensated at one and one-half (1.5) times the regular rate of pay for the number of extra hours worked above the number of leave hours taken.

4.14 CALL OUT TIME

The vital nature of certain City services requires that some employees be available in a “Call Out” status in the evenings and over holidays and weekends to ensure the continuity of those vital services.

- All Call Out assignments are made by the Department Head/Supervisor and are subject to the approval of the City Manager. The City Manager may amend the Call Out policy from time to time to meet the financial, operational, and maintenance needs of the City.
- When nonexempt City employees are assigned to be on Call Out as the first contact for a particular week, the person(s) designated as on Call Out will be paid an additional \$15 per day, or such other amount as may be approved by City Council. If the employee is on Call Out as the second contact, the person(s) designated will be paid an additional \$10 per day, or such other amount as may be approved by City Council.
- When called out to duty, in addition to the Call Out pay amount, an employee will also be paid his/her regular pay rate for actual hours worked and, if overtime is accrued or the employee is called out on a City-designated holiday, the employee will be paid in accordance with the City’s policies for overtime or holiday pay.
- Refusal to report without sufficient justification or repeated non-availability for emergency service may result in disciplinary action, up to and including termination.

4.15 TRANSLATION PAY

The City may offer additional pay for employees that demonstrate their ability to read and speak a foreign language and are willing and capable of assisting our citizens and customers that do not speak English.

Employees must complete an oral proficiency and comprehension exam and sign a document stating they will make themselves available if needed for interpretation. The City will pay for the employee to test for the oral proficiency and comprehension exam one time. If the employee does not obtain an acceptable score, any subsequent retests will be at the employee’s expense.

Translation pay will be subject to funding restraints of the department and the City on an annual basis.

ARTICLE 5

EMPLOYEE BENEFITS

5.01 RETIREMENT PLAN

The City of Alvarado is a member of the Texas Municipal Retirement System (TMRS), a non-traditional joint contributory, defined contribution plan. Membership in the retirement system is mandatory for all eligible regular full-time employees (defined by TMRS as an employee who works in excess of 1,000 hours per year), unless otherwise exempt under provisions of the TMRS. The employee's participation in TMRS becomes effective on the date of employment with the City. Both the employee and the City contribute to the employee's retirement account by way of deduction from the employee's paychecks at the rate of seven (7) percent of the employee's gross pay during each pay period. The city matches employee contributions and interest on a 2 to 1 basis (two City dollars for every one employee dollar).

All other provisions under this section are covered in detail in the TMRS Handbook, which is provided to the employee through the Human Resources Department at the time of hire and upon enrollment of other employee benefits.

5.02 WORKERS' COMPENSATION

All employees of the City are covered by the workers' compensation insurance program paid for by the City. This coverage provides medical and salary continuation payments to employees who receive bona fide, on-the-job, work-related injuries. Detailed information about workers' compensation benefits is found in the sections of these policies in **Article 10, *Health and Safety***.

5.03 UNEMPLOYMENT INSURANCE

All employees of the City are covered under the Texas Unemployment Compensation Insurance program, paid for by the City. This program provides payments for unemployed workers who meet certain qualifications based on the circumstances of their exit from the City.

5.04 SOCIAL SECURITY

Employees of the city are covered by Social Security. The City also contributes to the Social Security system for each employee.

5.05 MEDICAL AND LIFE INSURANCE

The City makes available group hospitalization, medical insurance, dental, hearing and vision coverage for regular full-time employees, their spouses, and other dependents. The benefit coverage begins on the first day of the month following thirty (30) days of employment with the City. The City pays the employee's portion of the medical, vision, hearing, and dental premium. The other portion (dependent coverage) of the premium is deducted from the employee's paycheck. The City pays the cost for an employee's life insurance policy in the amount of \$30,000.00 and provides the employee with short-term and long-term disability Insurance.

Details of the life insurance program and disability coverage are available from the Director of Human Resources.

Elections for coverage are made on an annual basis. Except during the annual election period, the coverage cannot be changed or terminated unless a qualifying life event takes place. This would include the birth or adoption of a child, marriage or divorce, a spouse's loss of health coverage, or the death of a covered family member. The Director of Human Resources must be notified of a qualifying event within 30 days of the event in order to make the change.

6.06 SUPPLEMENTAL INSURANCE

Employees may participate at the employee's expense in a number of supplemental insurance policies provided by other carriers. Deductions are made by payroll deduction, and these policies are solely funded by employee contributions. Information regarding these programs is available from the Director of Human Resources. The City reserves the right to eliminate the administration of these options. In such cases, the employee would have to pay the provider directly.

ARTICLE 6

LEAVE AND HOLIDAY BENEFITS

6.01 DEFINITIONS

Leave Time

Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid and may include holidays, vacation leave, sick leave, military leave, training, and education leave or other types of leave time under certain circumstances. Injury leave is addressed in Article 11, Health and Safety.

Unauthorized Absence

An unauthorized absence is one in which the employee is absent from regular duty without permission of the department head. Employees are not paid for unauthorized absences and such absences are subject to disciplinary action up to and including termination.

Abandonment of Position

Unauthorized absence from work for a period of three consecutive working days will be considered as a voluntary resignation. Unless the City Manager determines otherwise, the resignation is not in good standing and the employee is not eligible for re-employment.

6.02 APPROVAL OF LEAVE

All leave, whether with pay or without pay, taken by City employees must be approved in advance by the employee's supervisor or the City Manager.

The time keeping system maintains leave accrual for each employee. The Accounts Payable/Payroll Coordinator is responsible for determining that leave has been accrued and is available for use by an employee. When employees or the department designee enter leave time in the time keeping system, the system will indicate if an employee does not have the amount entered in their leave bank. It will be the employee's responsibility to seek clarification from the Accounts Payable/Payroll Coordinator if they believe that information is in error.

Unauthorized absence from work for a period of three consecutive working days will be deemed a voluntary resignation and shall constitute abandonment of position. Unless the City Manager determines otherwise, the resignation is not in good standing and the employee is not eligible for re-employment.

6.03 VACATION LEAVE

All regular full-time City employees are eligible to earn paid vacation leave. Vacation leave begins to accrue immediately when an employee commences employment, but vacation leave is not available to use until the employee has six (6) months of continuous service with the City except when this restriction is waived by the city manager.

Vacation Leave Accrual Rates

Vacation leave is earned by regular full-time employees as follows:

Non-Sworn/Sworn Police (80 hrs/pay period)

Years of Service	Hours Accrued Monthly	Hours Accrued Per Year	Days Accrued Per Year
Hire date	6.67	80	10
2 years	6.67	80	10
3 Years	7.33	88	11
4 Years	8.00	96	12
5 Years	8.67	104	13
6 Years	9.33	112	14
7 Years	10.00	120	15
8 Years	10.67	128	16
9 years	11.34	136	17
10 Years	12.01	144	18
11 Years	12.68	152	19
12 Years	13.35	160	20

Fire Dept. Sworn (120 hrs/pay period)

Years of Service	Hours Accrued Monthly	Hours Accrued Per Year	Days Accrued Per Year
Hire date –	9.36	112.32	5
2 years	9.36	112.32	5
3 Years	10.32	123.84	5.16
4 Years	11.28	135.36	5.64
5 Years	12.24	146.88	6.12
6 Years	13.20	158.4	6.60
7 Years	14.16	169.92	7.08
8 Years	15.12	181.44	7.56
9 years	16.08	192.96	8.04
10 Years	17.04	204.48	8.52
11 Years	18.00	216.00	9.00
12 Years	18.96	227.50	9.48

Temporary employees (full-time or part-time) and regular part time employees do not earn vacation leave.

Vacation leave is accrued at a rate of 6.67 hours per month for non-sworn employees/sworn police personnel and 9.36 hours per month for sworn fire suppression personnel beginning the first month of employment. After the second year, the monthly accrual rate increases by .67 hours for non-sworn/sworn police personnel and .96 hours each year for sworn fire suppression employees up until the 12th year of employment as illustrated by the charts above.

Employees do not earn sick leave while taking leave without pay of any type for the duration of an entire pay period. Accrual will cease until such time as the employee returns to full-time duty.

Absent extraordinary circumstances as determined by the City Manager, employees are expected to use the vacation leave credited to their account annually, based on their anniversary date. A non-sworn employee or sworn police department employee may accrue a total of 360 hours of unused vacation time. A sworn fire suppression employee may accumulate up to a maximum of 480 hours of unused vacation time. Once an employee reaches the maximum accrual, they will not accrue additional hours until their total drops below the maximum. Employees who are transferred, promoted, or demoted shall retain accrued vacation time.

Payment for Unused Vacation Leave at Separation

When a regular full-time employee leaves the service of the city, he/she will be paid for up to 80

hours of earned but unused vacation time, provided the employee leaves in good standing.

Good standing means employee is not under any disciplinary action/PIP and has (i) given a two-week notice if resigning or (ii) is subjected to a reduction-in-force. The rate of pay will be determined by the salary rate in effect at the time of separation. In those instances where an employee's separation is other than in good standing, the employee shall not be eligible to receive payment for accrued vacation.

Scheduling Vacation Leave

Supervisors should encourage their employees to schedule vacations and request leave well in advance. Vacation schedules must accommodate the City's work schedule, and if the requested leave cannot be granted, the department head shall work with the employee to determine when alternate leave dates can be granted. Supervisors are responsible for establishing vacation schedules for employees in their departments. Provided departmental workloads will permit, employees should be allowed to select their desired vacation periods. If there is a conflict in vacation schedules involving two or more employees, the first employee requesting vacation time shall get preference. If the desired leave schedules conflict with City requirements, the City's requirements are given first consideration. A vacation leave request in excess of ten (10) working days must be submitted by the employee at least three weeks in advance and must be approved by the City Manager. Department head vacation schedules must be approved by the City Manager.

Use of Vacation Leave

Regular, non-sworn full-time employees are charged with eight hours of vacation leave for each full day of time during which the employee would ordinarily have worked for which they are absent on approved vacation leave. If an official paid holiday falls within an employee's vacation leave, it shall be charged to holiday leave. Regular sworn full-time employees are charged with their regular number of hours worked (8, 10, 12, 24 hours depending on position) of vacation for each full they are absent on approved vacation leave. Use of vacation leave for less than full day(s) or full shifts is recorded in increments of one hour or more. All regular employees that have not accrued vacation or have exhausted all vacation for the current year, but need time off, will need to apply for an Unpaid Leave of Absence. Vacation time shall not be advanced to employees and shall not be transferred between employees.

6.04 FLOATING HOLIDAY

All regular, full-time employees are eligible for one (1) Floating Holiday absence after completing three (3) months of continuous service.

Eligible employees are granted one (1) Floating Holiday on October 1st of each calendar year, to be used by September 30th of the following calendar year. Floating Holidays do not carry forward or accrue.

Employees maintain their regular pay and benefits while absent from work on approved Floating Holiday absences. Floating holiday hours are considered non-worked time and are not included

in hours used to calculate overtime.

Employees must submit a request for Floating Holiday absences to their immediate supervisor at least 24 hours in advance of the desired time off. Department Heads are authorized to approve requests for Floating Holiday absences.

Unused Floating Holiday time shall not be paid to an employee terminating, either voluntarily or involuntarily, from the City.

6.05 SICK LEAVE

Policy for Use of Sick Leave

An employee with accrued sick leave may apply sick leave to an absence from work due to:

- Incapacitation from the performance of employment duties due to an illness, surgical procedure, injury, pregnancy, miscarriage, childbirth, or mental incapacity.
- Medical, dental, or optical examinations or treatments.
- Exposure to a contagious disease that would warrant quarantine, and the employee's presence on the job would jeopardize the health of others.
- Illness of a member of the employee's immediate family who requires the employee's personal care and attention. For this purpose, immediate family is defined as the employee's spouse, child(ren), or any other relative of the employee who resides in the employee's household and requires the employee's personal care and attention. The City Manager may make exceptions to this definition in the cases of other persons considered family by an employee.

Accrual of Sick Leave

Regular full-time employees of the City earn sick leave as follows:

- Non-Sworn employees earn 8 hours per month starting from the first month of employment.
- Sworn employees earn 12 hours of sick leave per month starting from the first month of employment.
- Sick leave is accrued monthly from the employee's date of commencing employment, and is available for use as accrued.
- Employees do not earn sick leave while taking leave without pay of any type for the duration of an entire pay period. Accrual will cease until such time as the employee returns to full-time duty.
- Temporary employees and part time employees do not earn sick leave.
- An employee terminating employment after the 15th day of any month shall earn sick leave at the usual rate for that month provided that the final date of employment is within the pay period in which the accrual occurs.

Notification Requirements

Approval of sick leave for non-emergency medical, dental, or optical appointments must be secured at least one workday in advance. In all other instances, the employee must notify his or her supervisor by phone, 15 minutes prior to the beginning of their normally scheduled workday, unless emergency conditions exist, and must request that approval of sick leave be granted. In the case of an emergency, the employee or a designee should notify the employee's supervisor as soon as possible.

Police personnel must notify the on-duty supervisor at least four hours prior to the beginning of their next assigned shift as to whether or not they will be returning to duty.

The employee, or in emergencies a designee, on sick leave also must notify the supervisor each subsequent day he or she will be out on sick leave unless other arrangements are made.

Failure to provide the required notice may result in the employee's being placed on leave without pay and may result in disciplinary action against the employee. Employees are expected to return to work as soon as they no longer need to take sick leave.

Application of Sick Leave

Regular, full-time employees are charged with a regular workday of sick leave for each full day they are absent on approved sick leave. The number of hours charged will be equal to the normal number of hours the employee works in their position. (e.g., 8 hours for non-public safety full-time employees; 8, 12 hours for public safety depending on position). Time records provided by each department in Time Entry must reflect use of sick leave.

A non-exempt employee may take earned sick leave in increments of one hour or more. Exempt employees must take sick leave in minimum increments of 4 hours.

Sick leave cannot be used for vacation purposes when vacation leave is exhausted.

Excessive use of sick leave without adequate justification may result in disciplinary action, up to and including termination.

Medical Statement

After an employee has used three or more consecutive days of sick leave, the employee will be required to furnish written verification by a physician of medical disability precluding availability for duty at any time that sick leave benefits are requested.

A medical statement may also be requested when:

- there is reasonable cause to question the merits of an employee's claim that an absence is due to a catastrophic illness or injury;
- the employee's safety or ability to work is in question;
- absence from work due to illness is for three (3) or more consecutive days;

- there are additional absences after three (3) separate occurrences in a twelve (12) month period; or
- the employee is requesting an extension of sick leave for serious illness.

This document will be retained in the employee's confidential medical file.

Accumulation of Sick Leave

- Non-sworn and sworn police: Up to 384 hours of accrued but unused sick leave may be carried over to the next calendar year. Sworn Fire Suppression: Up to 432 hours of accrued but unused sick leave may be carried over to the next calendar year.

On the last day of each calendar year, any sick leave balance in excess of the maximum of 384 hours for non-sworn and 434 hours for sworn fire suppression personnel is reset to the maximum hours without compensation to the employee.

Accrued sick leave has no monetary value. Upon termination of employment, unused sick leave is canceled without compensation to the employee.

Exhaustion of Sick Leave

Subject to approval by the City Manager, an employee who has exhausted accrued sick leave benefits but has a reported illness or other reason to utilize sick leave may request to use accumulated vacation or other paid leave. If all paid leave has been exhausted, the employee may request leave without pay. No advance of unearned sick leave benefits will be made for any reason.

6.06 SICK LEAVE POOL

Purpose

The City maintains a sick leave pool to provide for the alleviation of hardships incurred by an employee and the employee's family if a catastrophic illness forces the employee to exhaust all available sick leave and vacation leave and to lose compensation from the City.

For the purposes of this section, the following definitions apply:

CATASTROPHIC ILLNESS OR INJURY means a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all annual leave and sick leave and to lose compensation from the City.

A catastrophic illness or injury does not include elective surgery or injuries or illnesses that are sustained while in the course of employment with an organization other than the City, sustained as a result of or acquired during the commission of a felony, sustained while participating in a riot or an act of war, or voluntarily self-inflicted.

EMPLOYEE means a regular full-time employee with at least one full year of continuous employment by the city.

IMMEDIATE FAMILY means those individuals related by kinship, adoption, marriage or foster children who are so certified by the Texas Department of Human Services who are living in the household or, if not in the same household, are totally dependent upon the employee for personal care or services on a continuing basis.

LICENSED PRACTITIONER means a medical practitioner as defined in the Texas Insurance Code, who is practicing within the scope of his/her license in treating the employee or family member.

POOL ADMINISTRATOR means the City employee tasked with managing the sick leave pool.

PROLONGED PERIOD means 45 calendar days of absence for a single illness or injury, or in the case of terminal illness as certified by a licensed practitioner, any period of absence.

SICK LEAVE POOL or **POOLED SICK LEAVE** or **POOL** means accumulated sick leave donated voluntarily by employees for utilization in accordance with this policy.

Eligibility; General Provisions; Contributions to the Sick Leave Pool

All regular, full-time employees with a continuous year of service eligible to accrue and use sick leave may apply to use sick leave from the sick leave pool.

All eligible employees may use pool leave for their own catastrophic illness or injury or to care for someone in their immediate family.

Employees may also use pooled sick leave if they contributed sick leave to the pool and then exhausted their sick leave balance in the same calendar year. Such employees may receive only the number of hours they contributed to the pool in the calendar year, unless the employee suffers a catastrophic illness or injury.

Employees must be meeting job performance requirements and observing work rules to be eligible for pool leave beyond the period covered by the Family Medical Leave Act.

Employees must exhaust all forms of accrued leave before they are eligible to use pooled sick leave.

Using forms approved by the Human Resources Office, employees may contribute a maximum of 24 hours of their earned sick leave in each calendar year to the pool in increments of at least eight (8) hours per contribution. Contributions to the pool are strictly voluntary. Contributing employees may not stipulate the recipient of the employee's contribution to pooled sick leave.

Employees who file for workers' compensation benefits are NOT eligible to use sick leave from the sick leave pool. In no case may pooled sick leave be used in conjunction with a worker's

compensation claim.

Employees who use pooled sick leave are not required to pay back such leave.

Requesting Use of Leave From the Pool

Requests for pooled sick leave must be submitted on approved forms available from the Human Resources Office.

Requests for pooled sick leave will be forwarded to the Pool Administrator, through departmental supervisors, and will be considered by the Pool Administrator on a first-come, first-served basis.

Any request for pooled sick leave for a catastrophic illness or injury must be accompanied by a statement from the licensed practitioner treating the illness or injury.

The Pool Administrator will consider applications and approve or deny an application within ten (10) working days after receipt. If the application is approved, a notification letter will be sent to the employee and the employee's supervisor advising them of the number of hours approved. If the application is denied, a notification letter will be sent to the employee and the employee's supervisor explaining the reason for the denial.

The amount of pooled sick leave granted for each catastrophic illness or injury will be determined by the Pool Administrator. The lifetime maximum number of hours for which an employee may draw hours from the sick leave pool is 400 hours, which can be approved as one period totaling 400 hours or two or more periods that, combined, do not exceed 400 hours total.

Sick leave hours granted from the pool may be taken on an intermittent basis.

The Pool Administrator may not approve the use of more than 240 hours of pooled sick leave at a time.

Renewal of approval for pooled sick leave is subject to:

- Continuing medical necessity as documented by a licensed practitioner
- Providing required medical updates
- The availability of an adequate leave balance in the pool as determined by the Pool Administrator.

Failure to provide documentation of medical necessity and/or updates can result in loss of pool benefits. Any pooled sick leave granted to an employee that is not used by the employee shall be returned to the pool.

The estate of a deceased employee shall not be entitled to payment for unused pooled sick leave, and any pooled sick leave granted to an employee who became deceased before exhausting such

pooled sick leave shall be returned to the pool.

The decision of the Pool Administrator regarding contributions to and withdrawals from the pool shall be final.

6.07 FAMILY AND MEDICAL LEAVE (FMLA)

Federal Law

FMLA leave is provided in compliance with the Family and Medical Leave Act of 1993. When questions arise concerning FMLA leave that are not answered in this section, the department head or Director of Human Resources should refer to federal regulations, 29 C.F.R. Part 825, for additional guidance. Family and Medical Leave Act regulations, overseen by the US Department of Labor, require employers, including the City, to advise employees of their potential FMLA entitlements. Failure to do so places the City in non-compliance with federal law and regulations. These regulations are controlling in any matter on which this policy is silent.

Eligible Employees

To be eligible for FMLA, an employee must have been employed continuously by the City for at least 12 months and have worked at least 1,250 hours during the previous 12 month period. The 12-month period an employee must have been employed with the City to be eligible for FMLA leave need not be consecutive months. However, prior service which occurred more than seven (7) years prior to the request for leave will not be considered in determining whether the employee worked for the City for at least 12 months. This policy applies equally to male and female employees. Temporary employees are not eligible for FMLA.

Eligible Circumstances

An eligible employee is entitled to 12 unpaid workweeks in any 12-month period for one or more of the following reasons:

- Because of the birth of a child of the employee and in order to care for the child;
- Because of the placement of a child with the employee for adoption or foster care;
- In order to care for the spouse, child, or parent of the employee, if the spouse, child, or parent has a serious health condition;
- Because of a serious health condition that makes the employee unable to perform the functions of the employee's position; or
- For any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

An employee who is eligible for FMLA leave is entitled to take 26 weeks of leave during a single 12-month period for the employee to care for a spouse, child, parent, or next of kin who is a service member undergoing medical treatment, recuperation, or therapy, is on out-patient status, or is on the temporary disabled retired list for injury or illness.

A "rolling" 12-month period during which an employee is eligible for 12 work weeks of leave will be measured backward from the date an employee uses any FMLA leave. The single 12-month period during which an employee is eligible for 26 work weeks of leave will be measured from the first day the eligible employee takes FMLA leave to care for the covered service member and ends 12 months after that date for employees using FMLA leave.

Entitlement to FMLA leave under for the birth or placement of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

Limitations/Restrictions

Leave may be taken on an intermittent or reduced basis for the birth or adoption of a child if the arrangement is agreed to by the City. However, leave for serious health conditions – either or an eligible family member of the employee or the employee – may be taken intermittently or on a reduced schedule if medically necessary, provided the other conditions of these policies are met. The taking of leave intermittently or on a reduced leave schedule pursuant to this paragraph shall not result in a reduction in the total amount of leave to which the employee is entitled.

Maximum Duration

An employee who takes FMLA leave must use and exhaust accrued sick leave, vacation leave, and any other applicable leave with pay, excluding compensatory leave, as part of the 12 or 26 work weeks of FMLA leave, before beginning leave without pay status. The total cumulative maximum period of time which an employee may be absent from work on family leave during any 12-month period is 12 or 26 weeks, as applicable, regardless of whether all or a portion of the leave period is paid or unpaid. Once the employee's leave balances have been exhausted, the City will then provide enough unpaid family leave to total 12 weeks. During the unpaid portion of an employee's family leave period, the employee accrues no additional vacation leave, sick leave, or any other type of leave.

Married Couples

In cases where a married couple is employed by the same City, the two spouses together may take a combined total of 12 or 26 weeks of FMLA leave during any 12-month period, subject to the other provisions of this section.

Notice

In the case of leave for birth or placement of a child, an employee must provide at least 30 days' advance notice before the date on which the leave would begin. If the employee is unable to provide 30 days' notice, he or she must provide as much notice as practicable.

When the necessity for FMLA leave is foreseeable because of planned medical treatment or qualifying exigency arising from active duty or call to active duty, the employee:

- shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the City, subject to the approval of the health care provider; and
- shall provide Human Resources with not less than 30 days' notice, before the date the

leave is to begin; except, that if the date of the treatment or qualifying exigency requires leave to begin in less than 30 days, the employee shall provide the notice as soon as practicable.

When an employee takes paid or unpaid leave for a reason that qualifies for FMLA leave, the employee shall include in the notice or request given to the Director of Human Resources, or designee, a description of the reason for the leave. An employee giving notice for or requesting paid or unpaid leave does not need to expressly mention FMLA. If the employee states a reason that qualifies for FMLA leave, the employee has met the obligation of giving notice. In the absence of unusual circumstances, nothing herein excuses an employee from complying with the requirement to notify his/her supervisor of an absence as required by these policies.

Within five (5) business days of receipt of notice from an employee requesting paid or unpaid leave, the Director of Human Resources or designee shall notify the employee of the employee's eligibility to take FMLA leave and the employees' rights and responsibilities for taking FMLA leave. This written information must be provided to the employee in a language in which the employee is literate. Within five (5) business days of receipt of enough information to determine whether the leave is being taken for an FMLA-qualifying reason (e.g., after receiving certification) the City must notify the employee whether the leave will be designated and counted as FMLA leave. For unusual circumstances involving notice and designation of FMLA leave, Human Resources should refer to 29 C.F.R. part 825.

Certification of Condition

The Director of Human Resources may require, by giving a written request to an employee, that FMLA leave for a serious health condition or for the care of a family member be supported by a certification issued by the health care provider of the employee or the child, spouse, or parent of the employee. A certification must be furnished in a timely manner when requested. A certification must state:

- the date on which the serious health condition commenced;
- the probable duration of the condition;
- the appropriate medical facts within the knowledge of the health care provider regarding the condition;
- for purposes of FMLA leave to care for a child, spouse, or parent, a statement that the eligible employee is needed to care for the child, spouse, or parent and an estimate of the amount of time that the employee is needed to care for the child, spouse, or parent;
- for purposes of FMLA leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position, a statement that the employee is unable to perform the functions of the position of the employee;
- in the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment;
- in the case of certification for intermittent leave, or leave on a reduced leave schedule,

because of a serious health condition that makes the employee unable to perform the functions of the employee's position, a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule; and

- in the case of certification for intermittent leave, or leave on a reduced leave schedule, to care for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, spouse, or parent who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

Additionally, the Director of Human Resources may require, by giving a written request to an employee, FMLA leave for a qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation, be supported by a certification that sets forth the following:

- a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested. The facts must be sufficient to support the need for leave and should include information on the type of qualifying exigency for which leave is requested and any available written documentation which supports the need for leave;
- the approximate date on which the qualifying exigency commenced or will commence;
- if an employee requests leave because of qualifying exigency for a single, continuous period of time, the beginning and end dates for such absence;
- if an employee requests leave because of a qualifying exigency on an intermittent or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; and
- if the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting.

Additionally, the Director of Human Resources may require, by giving a written request to an employee, that FMLA leave to care for a spouse, child, parent, or next of kin who is a service member undergoing medical treatment, recuperation, or therapy, is on out-patient status, or is on the temporary disabled retired list for injury or illness, be supported by a certification completed by an authorized health care provider of the covered service member. Invitational Travel Orders or Invitational Travel Authorizations issued to any family member to join an injured or ill service member at his or her bedside will be accepted in lieu of the required certification for the duration of the time specified in the orders or authorizations. A certification must be furnished in a timely manner when requested. A certification must state:

- whether the covered service member's injury or illness was incurred in the line of duty on active duty;

- the approximate date on which the serious injury or illness commenced and its probable duration;
- a statement or description of appropriate medical facts regarding the covered service member's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for leave.
- information sufficient to establish that the covered service member is in need of care, and whether the covered service member will need care for a single continuous period of time and an estimate as to the beginning and ending dates for this period of time;
- if an employee requests leave on an intermittent or reduced schedule basis for planned medical treatment appointments for the covered service member, whether there is a medical necessity for the covered service member to have such periodic care and an estimate of the treatment schedule of such appointments;
- if an employee requests leave on an intermittent or reduced schedule basis to care other than for planned medical treatment, whether there is a medical necessity for the covered service member to have such periodic care;
- the following additional information:
 - the name and address of the employer of the employee requesting leave, the name of the employee requesting leave, and the name of the covered service member for whom the employee is requesting leave to care;
 - the relationship of the employee to the covered service member;
 - whether the covered service member is a current member of the Armed Forces, the National Guard or Reserves, and the covered service member's military branch, rank, and current unit assignment;
 - whether the covered service member is assigned to a military medical facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients and the name of the medical facility or unit;
 - whether the covered service member is on the temporary disabled retired list; and
 - a description of the care to be provided to the covered service members and an estimate of the leave needed to provide the care.

If problems or questions arise concerning the content of a required certification, Human Resources should refer to 29 C.F.R. Part 825. If the City determines that a certification provided for leave under this section is incomplete or insufficient, the City will provide the employee with seven calendar days to cure any deficiency. If the deficiency is not cured, the City has the right to either deny FMLA leave or contact the health care provider for purposes of clarification and authentication of the medical certification. Any contact with a health care provider will be made only by a health care provider, Human Resources, or the City Manager and, when necessary, upon receipt of a HIPAA authorization provided by the employee. If an employee refuses to provide a necessary HIPAA authorization and does not otherwise clarify the certification, the City may deny FMLA leave. If the City has reason to doubt the validity of the certification provided for leave under this section, the City may require, at the expense of the City, that the employee obtain the opinion of a second health care provider designated or approved by the City. A health care

provider designated or approved under this paragraph may not be employed on a regular basis by the City. If the second opinion differs from the opinion in the original certification, the City may require, at the expense of the City, that the employee obtain the opinion of a third health care provider designated or approved jointly by the City and the employee. The opinion of the third health care provider is final and binding on the City and the employee.

If an employee submits a complete and sufficient certification in support of his or her request for leave because of a qualifying exigency, and the qualifying exigency involves meeting with a third party, the City may contact the individual or entity with whom the employee is meeting for purposes of verifying the meeting or appointment schedule and the nature of the meeting. The City may also contact an appropriate unit of the Department of Defense to request verification that a covered military member is on active duty status.

Continued Provision of Health Benefits

The City will continue to provide health benefits to an employee while on FMLA leave at the level and under the conditions benefits would have been provided if the employee had continued in employment for the duration of the leave. Employees with dependents and/or optional supplemental coverages or on unpaid FMLA leave will be responsible for the payment of insurance premiums normally paid through payroll deductions. Failure to pay those premiums may result in loss of coverage. The City will recover the cost that the City paid for the health benefits during the period of paid leave if the employee fails to return to work after the period of leave to which the employee is entitled has expired, and the employee fails to return to work for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under this section, or (2) other circumstances beyond the control of the employee.

Delay or Denial of FMLA Benefits

The City may delay the taking of FMLA leave under the following circumstances:

- if an employee fails to give timely advance notice when the need for FMLA leave is foreseeable, FMLA leave may be delayed until 30 days after the date the employee provides notice to the City of the need for FMLA leave;
- if an employee fails to provide in a timely manner a requested medical certification to substantiate the need for FMLA leave, fails to provide clarification, or cooperate in the City's efforts to seek clarification, the continuation of FMLA leave may be delayed or denied.

If an employee fails to provide a requested fitness-for-duty certification to return to work which addresses the employee's ability to perform the essential functions of the employee's job, the City may delay restoration until the employee submits the certificate. If the employment relationship terminates, an employee's rights to continued leave, maintenance of health benefits, and restoration cease under FMLA but benefits under COBRA will still be made available in accordance with the law. If an employee fraudulently obtains FMLA leave, the City may deny job restoration and/or maintenance of health benefits.

Return to Work/Assurances

After completion of an approved FMLA leave period, an employee will be returned either to the same position he or she held before the leave began or to a position equivalent to the previously held position in pay, benefits, and other terms and conditions of employment. Regardless of whether the FMLA leave period is paid, unpaid, or a combination of paid and unpaid, the employee's health insurance coverage will be continued in the same manner and at the same level as it would have been had the employee continued in employment for the duration of the FMLA leave period. Employees with dependents and/or optional supplemental coverages or on unpaid FMLA leave will be responsible for the payment of insurance premiums normally paid through payroll deductions. Failure to pay those premiums may result in loss of coverage.

However, if the employee fails to return to work after the period of leave to which the employee is entitled has expired, the employee must reimburse the City for health coverage premiums paid by the City on behalf of the employee during the FMLA leave period, unless the reason for failing to return to work is the continuation, recurrence, or onset of a serious health condition, or another circumstance beyond the employee's control.

Retention of Benefits

An employee on family leave does not lose any previously accrued seniority or employment benefits but does not earn any leave credits or other benefits during the unpaid portion of the leave. After returning to work from family leave, an employee receives an adjusted employment date and adjusted anniversary date which reflects the period of time the employee was on unpaid family leave. The adjusted date will be used for the purpose of calculation leave accrual and any other benefits based on longevity.

Summary of Act

The City has posted a summary of the Family and Medical Leave Act on a central bulletin board for employees' information.

Request for Extension of Family and Medical Leave

If an employee requests additional unpaid leave beyond the maximums allowed under the FMLA provisions of these policies, any extension granted will be under the terms set out in the section of these policies headed ***Other Leaves of Absence Without Pay***. Employees should read the referenced section carefully and understand the differences between these two types of leaves before requesting an extension.

Documentation

All documentation regarding family leave will be filed in the employee's medical file, which is maintained separate from the personnel files, and which will be kept confidential to the extent allowed by law.

6.08 UNPAID LEAVE OF ABSENCE

Under certain circumstances, employees may need to be temporarily released from the duties of their job assignment for reasons not covered by policies governing military leave, FMLA, or the exhaustion of FMLA/Medical Leave . Leave without pay is an approved absence from duty in a non-pay status, excluding military leave or FMLA leave. Such leave is not authorized unless there is a reasonable expectation that the employee will return to employment with the City at the end of the approved period; approval of the leave, including approved duration and conditions, must be documented with a copy of the documentation to be placed in the employee's personnel file.

Employees on leave without pay receive no compensation and accrue no benefits. However, previously accrued leave balances, benefits, and seniority are retained during authorized leave without pay unless otherwise prohibited by the terms or provisions of the benefit programs. For purposes of TMRS service credits, if there is any month in which earnings cannot be reported to TMRS, the months of service in TMRS are reduced accordingly.

Granting a leave of absence without pay is at the discretion of the City Manager. However, the City Manager may request that the employee exhaust all accrued vacation, sick, and compensatory time before the leave will be deemed as unpaid.

During an authorized leave of absence without pay, medical insurance may be continued if the employee pays the premiums (including the City's portion) in full in a timely manner. Normally, during a leave of absence the employee must submit any monthly deduction normally taken from his/her paycheck for all insurance plans in order to continue coverage while on leave. Premium payments must be made to the Director of Human Resources by the last day of each month for the duration of the leave of absence. The City's portion of the monthly insurance premium will be continued for a period up to three months.

Requesting Unpaid Leave of Absence

When an employee wishes to take an unpaid leave of absence, he/she must:

- Apply in writing setting forth the reason for the leave;
- Indicate the date on which the leave will begin;
- Indicate the date of return to active employment; and
- Submit the request to the City Manager for appropriate review, approval, and filing.

Authorized Reasons Unpaid Leave

A leave of absence without pay may be appropriate for the following reasons:

- Recovery from extended illness or temporary disability following the exhaustion of FMLA leave;
- Educational purposes when successful completion will result in increased job performance capabilities that may benefit the City;
- Public service assignments; or

- Any other reason which, in the judgment of the City Manager, merits a leave of absence without pay

Return to Work After Unpaid Leave

Upon returning to work after an authorized leave of absence without pay, an employee receives an adjusted employment date and adjusted anniversary date which reflect the period of time that the employee used for the leave of absence. This adjusted date will be used for the purpose of calculating vacation leave accrual and any other benefits that may be based on longevity. When an employee desires to return before expiration of the leave, the department head may require that reasonable notice, not in excess of 15 calendar days, be given.

6.09 REVOCATION OF LEAVE

Subject to state and federal requirements, a Medical Leave of Absence and an Extended Medical Leave of Absence, whether paid or unpaid, may be revoked by the City Manager upon receipt of evidence that the cause for granting the leave was misrepresented or has ceased to exist. If a leave of absence is revoked and an employee fails to return to work, they will be considered to have voluntarily abandoned their position with the City and all benefits will cease.

6.10 ADMINISTRATIVE LEAVE

The City Manager may authorize administrative leave, with or without pay, when warranted by unforeseen circumstances not otherwise provided for in these policies.

6.11 MILITARY LEAVE

Military Training Leave

Regular employees who have completed the probationary period and are members of the Texas National Guard, Texas State Guard or reserves of the United States Armed Forces are entitled to leave of absence from their duties, without loss of time or efficiency rating, vacation time, or salary, on all days during which they are engaged in authorized training or duty ordered by proper authority, not to exceed fifteen (15) days in any one fiscal year. Employees will continue to receive pay from the City during this authorized training. A temporary or probationary employee will be given authorized leave without pay for this purpose.

Military training leave in excess of fifteen (15) days in one fiscal year will be placed on leave without pay.

Requests for approval of military training leave must have copies of the relevant military orders attached. Confirmation that military duty was performed must be provided by the employee. Annual or quarterly training schedules should be given to the department head as the schedules become available to the employee.

Unused military training leave does not carry over to the next year.

Military Active Duty Leave

Regular employees who are ordered to extended active duty with the state or federal military

forces shall be placed in military active duty status and granted leave without pay, and are entitled to all of the reemployment rights and benefits provided by law upon their release from active duty. Before returning to duty, the employee must provide the City with the appropriate notice and documents specified in the state and federal statutes in effect at the time.

The City will abide by the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave will be granted to full-time and part-time employees for a period of four years plus a one-year voluntary extension of active duty (five years total) if this is at the request and for the convenience of the United States government.

As with any leave of absence, employees must provide advance notice to the City Manager of the employee's intent to take military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity. An employee called for a military pre-induction physical examination will be allowed a reasonable time with pay, including travel time, to take the examination.

An employee's salary will not continue during a military leave unless required by law. However, an employee may request to use any accrued vacation, compensatory time, or personal leave time during military leave.

Benefit coverage will continue for 31 days as long as the employee pays the normal portion of the cost of benefits. For leaves lasting longer than 31 days, an employee will be eligible to continue health benefits under COBRA and will be required to pay 102 percent of the total cost of health benefits if he or she wishes to continue benefits.

Upon return from military leave, an employee will be reinstated with the same seniority, pay, status, and benefit rights that he or she would have had if the employee had worked continuously without interruption by military service; in the same position held upon entrance to active duty; or in a position of comparable seniority, status, and pay, if the employee:

- is physically and mentally qualified to perform the duties of the position;
- was discharged, separated, or released from military active duty under honorable or general conditions;
- has not been on military active duty leave for more than five years in most cases; and
- makes written application for reemployment within the timeline required by USERRA after discharge, separation, or release from military active duty and presents evidence of the discharge, separation, or release from military active duty.

Employees must apply for re-employment within three months of discharge from the military. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily engaged in abandonment of position.

If the employee's military service was for less than three months, the City will restore the

employee to the same job the employee held at the time the leave commenced. If military service was longer than three months, the employee will be restored to the same job or a similar job. There are special extensions of time for returning employees who are hospitalized for or convalescing from injuries that incurred during or were aggravated by military service.

If the employee participated in the City's TMRS retirement plan at the time the military leave commenced, the employee will be permitted to make additional contributions to the plan. Employees may initiate these additional payments as of their reemployment date and continue them for the period of time permitted by law.

If a City employee requests extended military leave, the City Manager will seek the advice of the City's legal counsel to ensure the City's compliance with both state and federal laws regarding employees called to military service. Likewise, when an employee returns from military service, the City Manager will consult the City's legal counsel to ensure that all rights and privileges of re-employment are provided to the employee.

Upon return from a military leave, the City may require a period of retraining and may require the returning employee to complete physical and psychological examinations with medical professionals of the city's choice and paid for by the city.

6.12 EMERGENCY BEREAVEMENT LEAVE

Upon employment with the City, a regular full-time employee is eligible for paid emergency bereavement leave to attend the funeral of a member of the employee's or the employee's spouse's immediate family.

Emergency bereavement leave shall be the number of hours worked during three (3) regular working days based on the regular work day of the employee as follows:

- 24-hour Day receives up to 72 hours
- 12-Hour Day receives up to 36 hours
- 8-Hour Day receives up to 24 hours

For purposes of emergency bereavement leave, "family" includes a spouse, child, parent, brother, sister, grandparents, or grandchildren of an employee or of the employee's spouse, or, at the discretion of the City Manager, any relative living in the employee's household who is dependent on the employee for care.

Emergency bereavement leave must be approved by the employee's department head. Emergency bereavement leave is limited to a total of the hours of paid leave listed above in any calendar year. Any emergency time in excess of the total hours listed above will be deducted from vacation, sick leave or leave without pay. An employee not otherwise meeting the qualifications under this provision may claim the absence against available sick or vacation leave. The employee would otherwise be required to take Leave Without Pay if no leave is available.

6.13 JURY DUTY/CIVIC LEAVE

Employees are granted civic leave with pay for jury duty, for serving as a subpoenaed witness in an official proceeding, and for the purpose of voting.

In the case of jury duty and witness duty, the employee must present evidence of the requirement to attend. The employee retains any fees paid by the courts. The employee must notify their department head if the employee is selected to serve on a jury or of any other circumstances that might result in the necessity for the leave to be extended. The employee will not be compensated if the employee is a party to the lawsuit, either civil or criminal, unless it is job-related. Paid jury and other court leave is limited to (5) five days in any one week, or in case of a four-day work week, to (4) four days and is limited to 20 work days in a calendar year; Temporary employees are not eligible for paid jury and other court leave unless it is work related.

In the case of voting, an employee eligible to vote in a national, state, county, or municipal election, shall, when necessary, be allowed sufficient leave, not to exceed two hours, with pay to exercise this right. The requested leave must be approved by the department head.

When an employee has completed jury duty/civic leave, he or she must report to the City for duty for the remainder of the workday. If the employee will be absent from work for more than one workday on jury duty/civic leave, he or she must notify the appropriate supervisor daily at the beginning of each workday.

6.14 HOLIDAY LEAVE

Paid Holidays constitute days designated by the City Council on which City offices are closed on what otherwise would be regular business days.

Holidays Observed

Paid holidays are established each year by the City Council. The following may be observed as paid holidays for regular employees:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Christmas Day – December 25
July 4th	One other day at Christmas, at discretion of City Manager
Labor Day	

Part-time or temporary employees (full-time or part-time) are not paid for holidays except for holiday hours actually worked.

An employee who is absent without pre-approved leave or is on leave without pay on the

workday immediately preceding or following a holiday will not be paid for the holiday.

If the legal holiday falls on a Saturday, the holiday is observed on the preceding Friday. If the holiday falls on a Sunday, the holiday is observed on the following Monday.

Work During Holidays

It is not always feasible to grant holidays at the scheduled time, especially for employees who are assigned shifts on an “around the clock” operation. With the approval of the City Manager or supervisor, some or all employees may be directed to report for work on a holiday. Law enforcement employees work holiday schedules as established by the Chief of Police.

Holiday During Vacation

If an official holiday falls within a regular employee’s vacation, the employee will be granted the holiday and not charged for a day of vacation.

6.15 LEAVE BENEFITS FOR ILLNESS OR INJURY ON DUTY FOR FIRST RESPONDERS

This section applies to the following first responder positions:

- **EMERGENCY MEDICAL SERVICES PERSONNEL** means a person described by Section 773.003 of the Texas Health and Safety code, who is a paid employee of the City.
- **FIREFIGHTER** means a sworn fire suppression worker who is a permanent, paid employee of the City’s fire department.
- **POLICE OFFICER** means a sworn officer who is a full-time employee of the City holding an officer license issued under Chapter 1701 of the Texas Occupations Code, and who regularly serves in a professional law enforcement capacity in the City’s police department.

A firefighter, police officer, or emergency medical services (EMS) personnel may be provided a leave of absence with full pay for a period commensurate with the nature of an illness or injury related to the person’s line of duty. If necessary, the City shall continue the leave for at least one year. At the end of one-year period, and at the request of the police department, the leave maybe extended upon approval of the City Manager. Leave extensions may be at full or reduced pay. If the leave of absence and any extensions have expired, an employee who requires additional leave for a line of duty illness or injury shall be placed on temporary leave; however, the employee may use accumulated sick leave, vacation time, and other accrued benefits before the employee is placed on temporary leave, in order to supplement income benefits to provide the employee with the equivalent of the employee’s take-home pay until the employee is released for regular or restricted duty. If the employee exhausts all available accrued leave, the employee will receive only the workers’ compensation income benefits until he or she is released for regular or restricted duty.

If able, a firefighter, police officer, or emergency medical services personal may return to

modified duty while recovering from a temporary disability. If medically necessary, the modified duty assignment may continue for at least one year. After recovery from the temporary disability, the employee will be reinstated at the same rank and with the same seniority held prior to the line of duty injury or illness.

6.16 MENTAL HEALTH LEAVE

Pursuant to Section 614.015 of the Texas Government Code, as amended, any peace officer or full-time telecommunicator for law enforcement agencies shall be provided Mental Health Leave in the event the peace officer or full-time telecommunicator experiences a traumatic event. The purpose of Mental Health Leave is to allow the peace officer or full-time telecommunicator time away from work to receive assistance in dealing with the traumatic event.

For purpose of this policy, according to the American Psychiatric Association, Diagnostic and Statistical Manual of Mental Disorders, 5th Edition, a traumatic event is defined as exposure to actual or threatened death, serious injury, or sexual violence in one (or more) of the following ways:

- directly experiencing the traumatic event(s);
- witnessing, in person, the traumatic event(s) as it occurred to others;
- learning that the traumatic event(s) occurred to a close family member or close friend (in case of actual or threatened death of a family member or friend, the event(s) must have been violent or accidental); or
- experiencing repeated or extreme exposure to aversive details of the traumatic event(s).

When a City peace officer or full-time telecommunicator experiences trauma directly related to their job duties, the department head, in consultation with the City Manager, may authorize Mental Health Leave in order to allow the peace officer or telecommunicator to recover or begin the process of recovery and accessing needed resources for treatment. Immediately after an on-duty traumatic event, a peace officer, a full-time telecommunicator, or a peace officer supervisor or telecommunicator supervisor who is aware of an on-duty traumatic event involving the officer or telecommunicator may request Mental Health Leave. Mental Health Leave may be granted for up to forty (40) hours per event or a total of three 12-hour shifts. Any hours utilized for Mental Health Leave shall be calculated as regular hours worked. Confidentiality about a peace officer's use of Mental Health Leave shall be maintained to the greatest extent possible.

Any employee on mental health leave shall receive all employment benefits, including TMRS and health benefits, and there shall be no reduction in the employee's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with mental health leave taken..

6.17 BREAK TIME FOR MILK EXPRESSION

In recognition of the well-documented health advantages of breastfeeding for infants and

mothers, and in compliance with the Fair Labor Standards Act, the City provides a supportive environment to enable breastfeeding employees to express their breast milk during work hours.

City of Alvarado Responsibilities

Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive for one (1) year after the child's birth:

- **Milk Expression Breaks** – Breastfeeding employees are allowed to breastfeed or express milk during work hours each time the employee has need to express the milk, typically using their normal breaks and meal times. For time that may be needed beyond usual break times, employees may use personal leave or make up the time as approved by their supervisors.
- **A Place to Express Milk** – A private room (not a toilet stall or restroom) shall be available for employees to breastfeed or express milk. The room will be private, shielded from view, free from intrusion by coworkers and the public, and sanitary, located near a sink with running water for washing hands and rinsing out breast pump parts, and have an electric outlet. If employees prefer, they may also breastfeed or express milk in their own private offices, or in other comfortable locations agreed upon in consultation with the employee's supervisor.
- **Breastfeeding Equipment** – Breastfeeding equipment is not provided by the City of Alvarado.

Employee Responsibilities

Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall meet the following expectations:

- **Communication with Supervisors** – Employees who wish to express milk during the work period shall keep their supervisor(s) informed of their needs so that appropriate accommodations can be made to satisfy the needs of both the employee and the City.
- **Maintenance of Milk Expression Areas** – Breastfeeding employees are responsible for keeping milk expression areas clean, and for using anti-microbial wipes to clean the pump and area around it. Employees are also responsible for keeping the general lactation room clean for the next user. This responsibility extends to both designated milk expression areas, as well as other areas where milk expression will occur.
- **Breastfeeding Equipment** – Breastfeeding equipment is to be provided and maintained by the employee.
- **Milk Storage** – Each employee is responsible for proper storage of her milk using a personal storage cooler.

ARTICLE 7

ANTI-HARASSMENT POLICY

7.01 POLICY

Harassment and Sexual Harassment

The City of Alvarado will not tolerate harassment of any type. Harassment is unwelcome conduct that is based on race, color, ancestry, creed, religion, sex (including pregnancy, sexual orientation, or gender identity), age over 40, national origin, marital status, disability, political affiliation, citizenship, veteran status, or genetic information (including family medical history). Harassment of employees by other employees, contractors, vendors, members of the City Council, or visitors to the workplace is prohibited.

Harassment may include, but is not limited to, offensive jokes, slurs, epithets, or name calling; physical assaults or threats; intimidation, ridicule or mockery; insults or put-downs; disseminating offensive objects or pictures; and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

- The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
- The victim may be the person harassed but can also be anyone affected by the offensive conduct.
- Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Harassment is a violation of state and federal law. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

A subset of unlawful harassment, sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, including visual harassment, of a sexual or sex-based nature when submission to such conduct is either explicitly or implicitly made a term or condition of employment; submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- Both the victim and the harasser may be of the same sex or of opposite sexes.
- The harasser may be the victim's supervisor, an agent of the employer, a supervisor in

- another area, a co-worker, an elected official, or a non-employee.
- The victim may be the person harassed but can also be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to, or discharge of, the victim.

The City considers the following conduct to represent the types of acts that violate this policy:

- Physical assaults, such as
 - rape, sexual battery, molestation, or attempts to commit these assaults; and
 - intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another person's body, or poking another person's body.
- Unwanted sexual advances, propositions, or other sexual comments, such as
 - sexually-oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience;
 - preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; or
 - subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's rejection of sexual advances, speech, or conduct.
- Sexual or discriminatory displays or publications in the workplace or when engaged in City business by employees, such as displaying pictures, posters, calendars, graffiti, objects, promotional materials, or reading materials that are sexually suggestive, sexually demeaning, or pornographic, or bringing into the work environment or possessing the material to read, display, or view at work. A picture is presumed sexually suggestive if it depicts a person who is not fully clothed or in clothes that are not suited to or ordinarily accepted for accomplishing routine work and who is posed for the obvious purpose of displaying or drawing attention to the private portions of the body.
- Subjecting, or threats of subjecting, an employee to unwelcome attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's race, color, ancestry, religion, national origin, age, sex, gender identity or expression, marital status, disability, or veteran status.
- Retaliation against a person who filed a harassment complaint or participated in the investigation of a complaint, such as disciplining, changing work environments of, providing inaccurate work information to, or refusing to cooperate or discuss work-related matters with an employee because that employee has complained about or resisted harassment, discrimination, or retaliation.
- Other acts of a similar nature.

Addressing Harassment of Any Form

An employee cannot be forced to submit to any form of harassment as a basis for any employment decision, and the City will make all efforts to keep itself free of any conduct that creates an intimidating, hostile, or offensive work environment for its employees.

If an employee believes that they are being subjected to harassment, sexual harassment, or intimidation, or if an employee knows of another employee who is being subjected to harassment, sexual harassment, or intimidation in the work place, they must report such conduct to their supervisor, the Director of Human Resources, the department head, the City Secretary, or the City Manager, whomever the employee feels most comfortable approaching. The procedures outlined in Section 8.02 should be followed for any report of harassment.

The very nature of harassment makes it difficult to detect unless the person being harassed reports the offensive conduct to the appropriate authority. Consequently, in order for the City to address any issues, employees are encouraged to immediately report offensive conduct or situation(s). Each employee shall execute a harassment policy acknowledgement (Appendix B1), and the signed copy will be placed in employee's personnel file.

It will be the responsibility of the City Manager to inform supervisors and employees of the policy concerning harassment, the gravity of such behavior, and the procedure to be employed in the event such an allegation develops.

Each supervisor has a responsibility to maintain a workplace free of harassment. This duty includes discussing this policy with all employees and assuring them that they are not to engage in insulting, degrading, or exploitative treatment, including sexual treatment, and that employees who encounter harassment are encouraged to firmly and promptly notify the offender, preferably in the presence of a witness, that the behavior is unwelcome and that the conduct must stop, or to report the conduct to their supervisor, the Director of Human Resources, the department head, the City Secretary, or the City Manager, whomever the employee feels most comfortable approaching.

7.02 PROCEDURE FOR REPORTING HARASSMENT AND/OR DISCRIMINATION

If an employee feels they are being subjected to harassment, they are encouraged to firmly and politely ask the harasser to stop the unwelcome behavior, preferably in the presence of a witness. If the employee is not comfortable doing so, or if the harasser fails to stop the unwelcome behavior in response to such a request, any employee alleging harassment should report the incident to their supervisor, the Director of Human Resources, the department head, the City Secretary, or the City Manager within two (2) business days of the alleged incident. However, failure to report the harassment within two (2) business days does not disqualify an employee from reporting the harassment. If a report is made to a City representative other than the Director of Human Resources, all complaints must be forwarded to the Human Resources Department within one (1) business day. The employee will be interviewed on the nature of the allegations. **All information disclosed in the interview will be held in strictest confidence and will only be disclosed when and if necessary to investigate and resolve the matter.** Any

employee who complains in good faith of harassment will be protected against retaliation or reprisal for making the complaint.

The complaint may be either oral or written. However, oral reports of harassment must be reduced to writing by either the complainant or the person who receives the complaint, and must be signed by the complainant, if possible. Complainants are expected to cooperate with the City of Alvarado's investigation procedures by providing in writing all relevant information relating to the complaint, as are other supervisory and non-supervisor employees having relevant or related knowledge or information. The Director of Human Resources shall, if necessary, designate a representative to assist the employee in drafting a written complaint. The complaint should be signed by the employee, if possible. While not required, there is a Harassment Complaint Form (Appendix B2) which can be used to make the report. Anonymous complaints are accepted and will be taken seriously and investigated.

7.03 PROCEDURE FOR HANDLING HARASSMENT AND/OR DISCRIMINATION COMPLAINTS

In recognition of the personal nature of harassment/discrimination complaints and the emotional impact of alleged harassment/discrimination, the City shall keep complaints confidential to the extent consistent with a thorough investigation and with applicable laws and regulations.

An investigation into any claim of harassment/discrimination will begin immediately upon being reported to the Director of Human Resources so that appropriate action can be taken. Under the direction of the Director of Human Resources, each complaint will be promptly and thoroughly investigated to determine whether the harassment/discrimination complained of occurred. Following receipt of a complaint, the Director of Human Resources may contact the City Attorney, who shall assist in the investigation of the matter. The Director of Human Resources and City Attorney shall have available to them any and all resources or personnel necessary to conduct the investigation. Within a reasonable time, the Director of Human Resources, with assistance from the City Attorney, as needed, will produce a written report and provide a copy of the report to the complainant, upon request. The Director of Human Resources will also recommend remedial measures based upon the results of the investigation, and the City Manager will promptly consider and act upon the recommendation. To the extent practicable and allowed by the Texas Public Information Act, the City will keep complaints and the terms of their resolution confidential.

For the protection of all individuals who make complaints or are accused of prohibited harassment/discrimination, every witness interviewed during an investigation under this Policy will be advised of the confidentiality requirement and instructed not to discuss the complaint, the investigation, or the people involved. To the extent complaints made under this Policy implicate criminal conduct, the City may be required by law to contact and cooperate with the appropriate law enforcement authorities.

The respondent will be provided with information regarding the allegations against him or her

and will be informed of the seriousness of the allegation. To the extent practicable, the identity of the complainant will continue to be kept confidential. The respondent will be allowed forty-eight (48) hours after his notification of the complaint to respond to the allegations.

Following receipt of the response, the respondent may be suspended with pay for the duration of the investigation.

After completion of the investigation and written report, the Director of Human Resources and City Manager will deliver their written findings to the complainant, the respondent, and the respondent's supervisor. The findings may include any disciplinary action contemplated by these policies, up to and including termination.

If an employee feels that his or her complaint has not been appropriately addressed by the person to whom the complaint was reported, contact the City Manager.

7.04 RETALIATION PROHIBITED

There will be no retaliation or discipline against any person (victim or witness) who in good faith pursues their rights under the law or this policy, and/or who in good faith reports, pursues, opposes, or participates in a harassment/discrimination complaint and subsequent investigation. Any alleged retaliation should be reported and investigated according to the same procedures for reporting harassment. Any employee who retaliates against an employee who has in good faith reported workplace harassment/discrimination shall be subject to immediate disciplinary action, up to and including termination.

7.05 APPEALS

The decision of the Director of Human Resources and the City Manager will be implemented unless the action is appealed in accordance with the City's grievance policy outlined in this personnel policy.

The City of Alvarado at all times retains sole discretion to determine the appropriate disciplinary and/or corrective action to be taken in response to a sustained complaint.

7.06 RECORDS OF A HARASSMENT AND/OR DISCRIMINATION COMPLAINT KEPT SEPARATE

All records concerning a harassment and/or discrimination complaint and investigation shall be kept in a separate locked file in the office of the Director of Human Resources. Access shall be granted only with the City Manager's approval to parties who, in the City Manager's determination, have a direct and relevant need to know the information, unless access is otherwise required by state or federal law. Records concerning any subsequent disciplinary actions shall be kept in the disciplined employee's regular personnel file.

ARTICLE 8

GENERAL POLICIES

8.01 COMMUNICATIONS

Staff to City Council, Public and Media

Communication with the public and the media about City issues or problems is the responsibility of the City Manager, the City Council, and any designated public information officer(s). Employees are to refer members of the public or news media to a departmental public information officer or the City Manager if a question is non-routine, controversial, or outside the scope of the employee's normal duties, and employees shall notify the City Manager of scheduled interviews with the news media.

Internal Communications

From time to time, an employee may be given work instructions from or asked questions by a City employee or official outside the normal chain of command. In such cases, it is the employee's responsibility to notify his or her immediate supervisor in a timely manner about the instruction or question, its purpose, the relevant facts of the situation, and the employee's response to the direction or question. Failure to do so in a timely manner may result in disciplinary action. Supervisors are responsible for reporting these incidents promptly through the chain of command to the City Manager.

Direction from City Council to Staff:

Except for the purpose of inquiries and investigations specifically authorized by statute, the City Council and its members shall rely on the City Manager as the intermediary with all City officers and employees who are subject to the direction and supervision of the City Manager. Neither the City Council nor any of its members shall give work instructions or orders implicitly or explicitly to any such City officer or employee, either publicly or privately.

Secret Recordings Prohibited

With the exception of properly authorized law enforcement recordings, the City discourages audio or video recordings by employees. If an employee, including a supervisor, elects in the course of City business to record any conversation between the employee and (i) any other City employee or officer, or (ii) an outside party, the employee wishing to make the recording must first notify the other person(s) of his/her intent to record the conversation or comments and must seek consent to make the recording. Any unauthorized taping of any conversation is grounds for disciplinary action.

8.02 SOCIAL MEDIA

Purpose

The use of social media presents an opportunity for the City to further its goals of creating a vibrant community for its citizens to live and work. The City has an overriding interest and expectation in deciding what is shared on behalf of the City on social media sites. This policy establishes social media use policies, protocols, and procedures intended to mitigate associated risks from use of this technology, where possible.

Scope

This policy applies to all City elected and appointed officials, employees, departmental volunteers, and departmental reserves.

Definitions

For the purposes of this section, the following definitions shall apply:

CITY-ISSUED DEVICE means an iPhone, iPad, other smartphone or tablet, laptop, personal computer, MacBook computer, or any other device used to send and receive messages, electronic mail, and/or access the internet that has been issued to an employee by the City.

CITY SOCIAL MEDIA ACCOUNT means the official social media account for the City that has been approved by the City Council. Only one City social media account may exist on any social media site. This definition excludes any Departmental Social Media Account(s) that may be created by a specific City department.

DEPARTMENTAL SOCIAL MEDIA ACCOUNT(S) means - the social media accounts approved by the City Manager for use by a specific City department.

SOCIAL MEDIA SITE means a third-party platform that allows for creation of social media content between users, such as Facebook, X (formerly known as Twitter), LinkedIn, and Instagram.

SOCIAL MEDIA CONTENT means information, images, photographs, or other material posted or provided on a social media site

Policy

Account Management

No employee may create or maintain a social media account that purports or appears to be a City social media account without the permission of the City Manager. Before any employee or department representative creates a City Social Media Account or Departmental Social Media Account, approval must be provided by the City Manager.

Citizen Conduct

The official City Social Media Account is considered a “public forum.” The City respects the viewpoint of each citizen. As such, the City will not remove comments made on the City Social Media Account or any Departmental Social Media Accounts. However, the City reserves the

right to prohibit and remove any Social Media Content containing any of the following material:

- Obscene or pornographic material;
- Harassing statements, personal attacks, or threats to another poster;
- Support or opposition for a political campaign, candidate, or measure; or
- Advertisements of a commercial entity, product, or service.

Employee Access to and Use of Personal Social Media Accounts

Employees of the City of Alvarado are discouraged from accessing personal social media accounts while at work. City time and equipment, including City-issued devices, should not be used for updating personal social media accounts. Time spent on social media sites should be limited in the same manner as time spent on the telephone or internet when conducting personal business. Any use of personal social media at work must be brief and not interfere with performance of the employee's duties or with the workplace. Employees should understand that they have **no expectation of privacy** while using the Internet on any City-owned or City-issued device, or while using City wi-fi or other internet access and employees who choose to access personal social media accounts on a City-owned or City-issued device, or while using City wi-fi or other internet access do so with this absence of privacy in mind. Employees must comply with City policies for all use of personal social media accounts, and the use of personal sites on City-issued devices may be monitored to determine compliance with City policies.

Employees are expected to follow the City's personnel policies when using personal social media accounts. On any social media account in which an employee identifies him or herself as an employee of the City, or posts social media content that indicates that the individual is an employee of the City, the employee must post a disclaimer that any Social Media Content posted is solely the opinion of the employee and not the City. Employees may not post Social Media Content containing the City's logo, letterhead, or other identifying material, including pictures of themselves or co-workers wearing or displaying the City's logo, on personal social media accounts, without receiving written consent from the City. Additionally, employees are prohibited from posting confidential and sensitive city information and records, as well as personal information relating to city residents or utility customers.

Employees who fail to follow this social media policy may be subject to disciplinary action, up to and including termination.

City-Issued Devices

- Each City employee or official who receives a City-issued device understands that they are responsible for the security, safety, and care of the City-issued device and acknowledges that they may be held liable if stolen, lost, destroyed, or not returned. Damage occurring in the ordinary course of use will be repaired at the expense of the City. Loss or damage must be reported immediately to the supervisor.
- Upon departure from the City, the employee shall return their City-issued device to their direct supervisor. Any additional accessories purchased by an official or employee for use

with the City-issued device shall remain the property of that individual at the end of the individual's employment with the City.

- All data stored on a City-issued device is subject to disclosure under the Public Information Act.
- Members of the City Council may not use a City-issued device for the purposes of communicating privately with other Councilmembers in violation of the Texas Open Meetings Act.
- Except where prohibited herein, personal use of a City-issued device is permissible so long as it does not interfere with the City's mission, does not interfere with or negatively impact any other person's or entity's rights, and does not conflict with any law. Employees and officials understand that personal communications on a City-issued device may be subject to the Public Information Act.
- Installation of applications is limited to applications that are consistent with the terms of this policy.
- Modification of a device's operating system is prohibited.
- The City does not tolerate discrimination, disparagement, or harassment of any class of individuals protected under federal, state, or local law. Under no circumstances may a City official or employee use a City-issued device to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way (e.g., sexually explicit or racist messages, jokes, or cartoons).
- City-issued devices may not be used to copy or send copyrighted materials unless the user has the City's and the copyright owner's permission or is accessing a single copy only for the user's reference for City-related work.
- City officials and employees may not use a City-issued device for any illegal purpose, in violation of any City policy, in a manner contrary to the best interests of the City, in any way that discloses confidential or proprietary information of the City or third parties, for the conduct of business matters unrelated or adverse to City business, to solicit or proselytize others for commercial ventures, religious or political causes, election-related activities, or for other purposes not related to the official's or employee's duties with or responsibilities to the City.

Public Records

The City Social Media Account and Departmental Social Media Accounts create City records that are subject to the Texas Public Information Act and records retention rules of the State of Texas. Each departmental records administrator shall ensure that posts are retained for their Departmental Social Media Account, if applicable.

Elected and appointed officials of the City acknowledge that they are temporary custodians of public records and any Social Media Content they post pertaining to matters of City business constitutes a public record subject to the Texas Public Information Act. The City's designated Public Information Officer shall be responsible for requesting, retaining, and archiving social media posts from elected and appointed officials. Each elected or appointed official understands it is their responsibility to submit social media posts constituting public records to the City's designated Public Information Officer when requested.

Acknowledgment

City elected and appointed officials, employees, departmental volunteers, and departmental reserves are required to sign a written acknowledgement that they have received, read, understood, and agreed to comply with the City's social media rules and guidelines and any other related policy, including electronic policies, discrimination and harassment, ethical conduct and confidentiality, renewals and trade secrets.

8.03 PROHIBITED TECHNOLOGY POLICY

In compliance with Texas Government Code Chapter 620, the City of Alvarado adopts this Prohibited Technology Policy ("Policy"). This Policy applies to all City employees, contractors, paid or unpaid interns, and other users of City networks. All City employees are responsible for complying with this Policy.

Prohibitions:

Except where approved exceptions apply, City prohibits the use or installation of Covered Applications on all City owned or leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices. Covered Applications include:

1. The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
2. A social media application or service specified by proclamation of the Governor under Government Code Section 620.005.

[City also prohibits the installation or operation of Covered Applications on employee-owned devices that are used to conduct City business.]

Exceptions:

The City will permit the installation and use of a Covered Application on a City owned or leased device to the extent necessary for:

1. Providing law enforcement; or
2. Developing or implementing information security measures.

No employee of the City may install or use a Covered Application without the approval of the Director of Information Technology or his/her designee.

Responsibilities of the Department of Information Technology:

The City's Department of Information Technology provider must:

1. Identify, track, and manage all City owned or leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:
 - a. Prohibit the installation of a Covered Application.
 - b. Prohibit the use of a Covered Application.
 - c. Remove a Covered Application from a City owned or leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
 - d. Remove an application from a City owned or leased device if the Governor issues a proclamation identifying it as a covered application.

2. Implement the following security measures: [insert measures the City deems appropriate such as
 - a. Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.
 - b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
 - c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.
 - d. Other City implemented security measures.]
3. Develop procedures for:
 - a. Allowing exceptions to the prohibitions in this Policy; and
 - b. When an exception is provided:
 - i. The measures the City will take mitigate the risks posed to the City during the Covered Applications use [including measures that the City deems appropriate for its own policy].
 - ii. The documentation of the measures taken to mitigate the risks posed to the City during the use of the Covered Application.
 - iii.

The City will verify compliance with this Policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

An employee found to have violated this Policy may be subject to disciplinary action, including termination of employment.

This Policy will be reviewed annually and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR’s website, or to suit the needs of the City.

8.04 POLITICAL ACTIVITY

Employees of the City are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. “Political activity” as used herein does not include voting.

An employee, in his or her official capacity, may not:

- Use his or her official authority or influence to interfere with or affect the result of an election or nomination for office.
- Wear or display campaign related items while on duty.
- Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose.
- Use funds provided by the State of Texas to engage in political advertising; or

- Use his or her working time or City resources to participate in a political campaign of another person for an elective position or for any other political purpose, including making political speeches, soliciting by telephone, distributing political literature, or writing or handling letters related to a political campaign or activity.

In addition, any City employee who is subject to the provisions of the federal Hatch Act may not be a candidate for elective office in a partisan election. (A partisan election is an election in which candidates are to be nominated or elected to represent a party whose candidates for presidential electors received votes in the last preceding election at which presidential electors were selected.) City employees are subject to this additional Hatch Act restriction if their principal employment is in connection with an activity which is financed in whole or part by loans or grants by the federal government.

All City employees are prohibited from participating in any way in any political activity while wearing a City uniform, regardless of whether the employee is on duty or on his or her own time. In addition, no City-owned property, vehicle, or space may be used for displaying campaign materials or for conducting any partisan political activity.

An employee's political activity, not in violation of this section, shall not be considered in determining his or her compensation, eligibility for promotion or demotion, work assignment, leave or travel request, or in applying any other employment practices to the employee.

Violation of this policy is grounds for termination and/or disapproval of funding for the position occupied by the employee involved.

8.05 OUTSIDE EMPLOYMENT ACTIVITIES

Employees may not engage in any outside employment, activity, or enterprise determined by the City Manager (1) to be inconsistent or incompatible with employment with City or (2) to affect the employee's job performance adversely. Law enforcement personnel must receive the express written approval of their supervisors and of the Chief of Police for any outside employment in law enforcement or security work.

Request

An employee who wishes to engage in outside employment activities, including self-employment, must prepare a full and complete written request describing the employment activity for which permission is requested and must have the advance approval of his or her department head and the City Manager.

Injuries

If a City employee is injured on the job in the course of an outside employment activity, the employee may not file a workers' compensation claim against the City for benefits related to the injury, regardless of the City Manager's approval of the outside employment.

Approval

Approval for outside employment as set out in this policy does not authorize an employee on FMLA leave, sick leave, disability leave, workers' compensation leave, or leave without pay, to

engage in outside employment as defined in this policy unless authorized by the City Manager.

8.06 NO EXPECTATION OF PRIVACY

All desks, drawers, office rooms, motor vehicles, lockers, storage areas, and other property and facilities owned by the City and used by any employee are the property of the City even if they are subject to exclusive use by one or more employees. The City Manager or his/her designee shall at all times, whether during or outside of working hours, have the right to inspect the contents thereof and may require any employee to provide access to any such area at any time, with or without cause. No employee shall have a right to exclude the City Manager or his/her designee from access to any such area.

Searches

No employee has any personal privacy or property right in or to any City property or City premises. The City has the right to conduct searches of all City property on City premises at any time. This right extends to offices, vehicles, desks, lockers, toolboxes belonging to the City or mounted on City vehicles, regardless of whether such office, desk, etc. is assigned exclusively to the employee.

Objects brought into the workplace by an employee, such as personal effects, purses, briefcases, vehicles, bags, boxes or electronic devices, may be subject to search at any time if an individualized reasonable suspicion or probable cause exists for the search. If the employee is available, he/she will be asked to consent to the search, but the search may not be dependent upon that consent.

The objects of searches may include alcohol, prohibited drugs, drug paraphernalia, pornography, explosives, firearms, knives or other prohibited weapons, as well as unauthorized possession of City property or information.

The use of privately owned padlocks or other locking mechanisms on City property is prohibited, unless the key or the combination to the lock is provided to the City Manager or to his/her designee. If an employee does use a privately owned padlock or other locking mechanism on any City property, the City may remove it at any time, and the employee will not be entitled to any reimbursement for damage to the mechanism. The use of any privately owned padlock or other locking mechanism for City property does not create an expectation of privacy with regard to any contents within the locked City property.

ARTICLE 9

USE OF CITY PROPERTY AND VEHICLES

9.01 USE OF TOOLS, EQUIPMENT, PROPERTY, AND VEHICLES

Employees who are assigned tools, equipment, vehicles, or any other City property (collectively referred to as “City property”) by their departments are responsible for such property and for proper use and maintenance. Improper use and/or maintenance may result in disciplinary action.

City property is purchased with taxpayer funds and is intended to support the maintenance and operations of the City. No personal or political use of any City property, materials, supplies, tools, or equipment is permitted. Upon termination of employment, employees must return any City property in their possession. Failure to return all City property in the employee’s possession may result in legal action by the City against the employee.

Some City employees are permitted to drive City vehicles home in the evenings and on weekends and to return to their work site in the vehicle on their next regularly scheduled workday. Generally, this is done to enhance the employee’s ability to respond to an emergency call by eliminating the need for the employee to drive first to the City vehicle’s location and then to the work site. In these instances, the vehicle may not be used by the employee to conduct any kind of personal business unless the business is conducted while the employee is *en route* to or from his or her City work site. If the employee is “on call” or is a member of the police department, then the employee may use the vehicle within the City limits. The employee’s family members shall not be permitted within the vehicle unless with the City Manager’s prior written approval.

9.02 VALID DRIVER’S LICENSE

All operators of City vehicles are required to have the valid driver’s license necessary for legal operation of that vehicle in the State of Texas and to keep their supervisors informed of any changes of status in their licenses. Department heads or supervisors will conduct periodic checks, at least annually, of the driving records of all employees who operate City vehicles. An employee who is required to drive as an essential function of his or her job must maintain a driving record satisfactory to the City’s general liability insurance carrier, or the employee will be restricted from driving and/or disciplined up to and including termination.

Under most liability insurance policies, one offense that is certain to result in the employee’s disqualification from coverage is a conviction for driving under the influence of alcohol or drugs. Probation, suspension or revocation of the driver’s license of an employee who is assigned as a vehicle or equipment operator may result in a demotion, reassignment, restriction, or termination.

9.03 VEHICLE INSURANCE

The city maintains up-to-date coverage on all vehicles owned by the City. Employees who drive a personal vehicle on City business are required to provide the City with proof of automobile liability insurance as required by the State of Texas and to maintain up-to-date insurance coverage. Failure to do so may be grounds for disciplinary action up to and including dismissal.

9.04 TELEPHONE USE

Telephones are to be used for City business. It is understood that occasionally personal calls are necessary; however, use of telephones for local personal calls is permitted only if the number and length of calls are kept to a minimum.

City employees and officials may not place personal long distance calls on City telephone equipment unless the charges will be billed directly by the telephone company to the individual's personal account or prior arrangements have been made for the employee to timely reimburse the City for the cost of the call.

9.05 CELLULAR PHONE USE POLICY

If the City furnishes a City official or employee with cellular telephone service, the official or employee shall adhere to the City's personnel policy while using the cellular service. Cell phones and the call or data history on the phone, whether used for personal or professional purposes, are subject to the Texas Public Information Act.

9.06 COMPUTERS

Computers, including but not limited to hardware, software and electronic information systems, are provided to employees of the City of Alvarado for the sole purpose of conducting official City business and at all times remain the property of the City of Alvarado, and officials or employees shall adhere to the City's personnel policy while using City computers. City computers should not be used for personal business, including internet access or the use of personal email accounts. Computers, whether used for personal or professional purposes, are subject to the Texas Public Information Act.

No software other than software approved by the City Manager or an employee's department head may be installed, kept, or used on a City computer or other electronic hardware. This limitation on software is to avoid software that may interfere with the operation of the City's computer systems and other electronic hardware or that may contain computer viruses that could cause operational problems or the loss of City data. Use of software and access to the internet, email, messaging, and voice mail through City computers and other electronic hardware is for City business only.

9.07 COPY AND SCANNING AND FAX MACHINE

The City's copy machines, scanning machines, fax machines, or other imaging machines are for City business only. Any use for personal purposes is prohibited.

9.08 PURCHASING

Authorization

Purchases by City employees shall be made only as authorized by the City Council, City Manager or the City Manager's designee in accordance with the City budget and shall comply with state purchasing laws, as well as all other applicable federal, state, and local laws and ordinances.

Tax Exempt Status

The City's name and/or tax-exempt status shall never be used by any employee for his or her personal advantage on any purchase.

ARTICLE 10

HEALTH AND SAFETY

10.01 SAFETY POLICY

It is the policy of the City to make every effort to provide healthful and safe working conditions for all of its employees.

10.02 ACCIDENT REPORTING

Employees are responsible for conducting their work activities in a manner that protects their own health and safety, as well as that of other employees and the public.

An employee must report any on-the-job accident, no matter how minor, to his or her supervisor within 24 hours; if the supervisor is not the department head, the supervisor must immediately notify the department head of such a report. The department head is responsible for immediately filing all accident reports with the Director of Human Resources.

An employee must report any vehicular accident, no matter how minor, to the police department, in addition to the requirement to report any such accident to the employee's supervisor, so that an official accident report can be filed. The police department must ensure that the Director of Human Resources and the Risk Manager remain informed of the accident by forwarding copies of all accident reports involving City equipment or vehicles as soon as investigations are completed. The City Manager will forward copies to the employee's department head, the City Attorney or applicable insurance plan administrator, and the employee's personnel file. Each employee who is involved in a vehicular accident shall take a post-accident drug test in accordance with this article, regardless of whether the employee was at fault.

Failure to report accidents and/or on-the-job injury, no matter how minor, in accordance with this section is grounds for disciplinary action.

10.03 ON-THE-JOB INJURIES

- a) **Insurance.** The City maintains a workers' compensation insurance policy applicable to all of its employees. This insurance provides coverage for medical expenses and a weekly payment if an employee is absent from work for more than seven days because of a bona fide, on-the-job, work-related injury (referred to herein as "injury"). All policies outlined herein are further subject to the terms of the City's workers' compensation insurance policy.
- b) **Notification.** The employee who is injured or exposed to blood-borne pathogens, hazardous chemicals, or any contagious illness on the job must report it to his/her supervisor as soon as possible following the injury. A supervisor who is present at or

notified of the occurrence of such an injury is responsible for ensuring that an employee who is injured or exposed during the course of employment receives appropriate initial medical care. When notified that an employee has been injured and or exposed, a supervisor shall assure that first aid measures are initiated, if qualified personnel are available; if the injury is serious, as may be indicated by, but not limited to, profuse bleeding, broken bones, unconsciousness, or shock, call for emergency medical transportation by calling 9-1-1; and/or if the injury requires medical care but does not warrant emergency transport, assure that the employee is taken to the urgent care facility designated by the City

- c) **Medical Attention.** Subsequent to any initial medical treatment provided in accordance with the preceding section, and in accordance with Texas Worker's Compensation Commission regulations, an employee who sustains an injury may seek medical attention from the medical facility or professional of his or her choice. All employees will be provided with a card containing details for a medical facility or professional to file a claim for the treatment provided. In order for an employee to return to work, the City must receive a certification from the health care provider as to the employee's medical condition and indicating that the employee is released to return to work. An employee may be required to submit to examination by an independent physician as determined by the City Manager at the City's expense.
- d) **Compensation.** If an employee, other than a first responder, sustains an injury or exposure which renders him/her unfit for performing the duties of the job, the employee will receive pay from the workers' compensation insurance group in accordance with the workers' compensation insurance policy. If an employee so desires, he/she may take sick leave or vacation leave instead of workers' compensation leave. The employee must endorse the workers' compensation check to the City. If the employee has elected to take sick leave or vacation leave, the City will issue him/her a regular paycheck until such time as his/her accumulated sick leave and vacation leave expire. Upon expiration of sick leave and vacation leave, the employee shall receive only his or her workers' compensation benefits. Failure to endorse the workers' compensation check to the City within seven (7) days of receiving it may result in disciplinary action, up to and including termination. First Responder compensation is outlined below.
- e) **Leave Accrual.** An employee receiving workers' compensation payments does not accrue vacation or sick leave and is not entitled to receive either additional holiday pay or other holiday benefits. Workers' compensation leave begins on the first scheduled workday of disability and continues until the employee returns to work or is released by physician to return to work.
- f) **Continuation of Group and/or Dependents' Medical Insurance.** The City will continue to pay the City's portion of the employee's group medical insurance for a period of time not to exceed six (6) months for an employee on leave due to an injury. To continue group and/or dependents' medical insurance after the 180th day on which the employee is on

injury leave, the employee must pay both the employee's and the City's portions of these insurance premiums.

- g) **Exclusion** Injuries caused by willful intent and attempt to injure self or to unlawfully injure another, intoxication, acts of God except in certain limited circumstances (i.e., assigned to official duty during a tornado, lightning storm, etc.), or act of a third party for personal reasons are excluded specifically from coverage by injury leave with pay.
- h) **Reporting Requirements.** While on workers' compensation leave, each time the employee sees a physician for consultation or treatment, the employee must provide a progress report to the appropriate City supervisor, who must provide that report to the Director of Human Resources.
- i) **Modified Duty.** For those employees seeking return to duty after workers' compensation leave who, although not medically certified as being fully fit for duty, have been medically certified for "modified duty," the City Manager may allow the employee to return to work in accordance with this section. This section is intended to provide temporary work assignments that will benefit the employee's full recovery. It is not intended to and shall not be used as a disability program, and it does not require the City to create a new position for an employee seeking a modified duty placement or create any type of employment agreement or contract between the City and the employee. The employee may receive a lower rate of pay than when performing their full duties, depending on the modified duty assignment's typical rate of pay.

When an employee is required to be absent from work because of an extended period of recovery from injury or illness, the employee's case will be reviewed by the department head, the Director of Human Resources, and the City Manager. A report of examination and evaluation conducted by the health care provider or the City physician will be used in accordance with applicable laws to determine the capabilities and prognosis for recovery of the injured or ill employee. A review of potential available work assignments will be conducted by the department head, the Director of Human Resources, and the City Manager to determine if an assignment is available which matches the injured or ill employee's training and skills and/or limited physical limitations as determined by the treating physician. A modified duty assignment will be offered to the employee if it is approved by the City Manager; if a work assignment exists within the City that meets the health care provider or the City physician; and a modified duty work assignment would enhance the recovery of an injured or ill employee and facilitate the employee's return to the regular duty work assignment held before the injury or illness.

The initial length of a modified duty assignment is subject to the determination of the City Manager. In general, modified duty assignments for employees other than sworn police officers and sworn fire department employees shall not exceed 90 calendar days. An extension may be granted at the discretion of the City Manager. Modified work assignments for sworn police officers and sworn fire department employees shall not

exceed one year. An extension may be granted at the discretion of the City Manager.

As a condition of continuing in a modified duty work assignment, an employee must adhere to prescribed treatment and make reasonable efforts toward rehabilitation; accept progressively more demanding assignments as the employee's condition improves; make visible progress in returning to full performance capability; and provide regular written progress updates from the health care provider. An employee's modified duty assignment will be terminated if the employee is found to be performing beyond the modified duty restrictions; the work assignment is completed; the employee performs unsatisfactorily in the position; or budgetary constraints do not allow continuation of the position.

- j) **Return to Service.** A written statement from the health care provider certifying that the employee has been released to return to work and specifying the type(s) of work he or she is capable of performing as well as any limitation(s) must be received by the City before an employee may return to work, whether full duty or modified duty. All employees on injury leave must return to work after approval of either the employee's health care provider or an independent physician paid by the City. Failure to return to work when directed will result in appropriate disciplinary action up to and including dismissal.

Upon receipt of a release to return to work, and when the City has a reasonable suspicion that the employee is not, in fact, able to perform the essential function of the employee's position, the City may require the employee to submit to a medical examination to determine whether the employee can perform the essential functions of his or her position, with or without reasonable accommodation. If the employee cannot perform the essential functions of the position, or if the employee is a qualified individual with a disability and he or she cannot perform the essential functions of the position with or without reasonable accommodation, the employee will be terminated. The City's efforts to reasonably accommodate the employee will be conducted in accordance with applicable law.

- k) **Final Release or Settlement of Workers' Compensation Claim.** At the time of final release or settlement of a workers' compensation claim, the employee must furnish the City with a certificate from the employee's physician stating the status of the employee's physical condition.

10.04 SMOKING AND TOBACCO USE POLICY

Purpose

Studies have shown that smoking and other tobacco use causes serious health problems in humans. Further, improperly disposing of smoking materials has been determined to be a fire hazard. The purpose of this policy, therefore, is to safeguard the health and safety of employees and members of the public and to reduce the effects or other hazards caused by tobacco use.

Policy

Smoking and other tobacco use—including the smoking, vaping, or use of any tobacco products, including but not limited to cigarettes, cigars, spit and smokeless tobacco, chew, snuff, snus, electronic cigarettes, vapor products (“vapes”) and other non-FDA approved nicotine delivery devices—by employees is prohibited in all City-owned and -operated vehicles, buildings, and facilities.

In addition to the above prohibitions, smoking and other tobacco use is also prohibited in the following areas:

- Within 25 feet of any doorway, entryway, or window of any City-owned property or property used by City employees.
- Within 100 feet of any fuel island and/or fuel storage facility.
- In any City owned vehicle.
- In personal vehicles used in the course of conducting City business when the vehicle is occupied by more than one person.

The City Manager may make an exception to this policy in writing at his or her sole discretion upon written request by a department head.

Responsibility

It is the responsibility of those who choose to use tobacco products to do so in compliance with the guidelines above. It is the responsibility of supervisors to monitor adherence to this policy. New employees should be made aware of this policy. All employees and contractors of the City are expected to comply with this policy. Non-compliance with this policy will result in corrective action, and any employee who violates this policy is subject to disciplinary action. Upon commencing employment, all employees shall sign the acknowledgement form (Appendix F) regarding receipt of this policy.

Smoking Cessation

Employees who are interested in quitting the use of tobacco products should review their Medical Benefits Covered Expenses document regarding Nicotine Replacement Therapy.

10.05 DRUGS AND ALCOHOL

The City is committed to the principle of keeping illegal drug use out of the workplace. Drug use in the workplace endangers fellow workers, public safety, employee morale, and productivity. The following policy is implemented in accordance with the ***Drug Free Workplace Act of 1988***,

and all subsequent modifications thereto, to help ensure and maintain a drug-free, healthful, safe, and secure working environment.

In General

For the purpose of this section, the term “drug” includes alcoholic beverages, inhalants, drug paraphernalia, synthetic drugs, prescription drugs used illegally, and illegal drugs. The unlawful manufacture, distribution, dispensation, possession, use, and/or consumption of a drug on City premises, in a City vehicle, during working hours, or while conducting City business is absolutely prohibited. This policy applies uniformly to all City employees regardless of rank or position and includes full-time employees, temporary and part-time employees, volunteers, and reserve police officers. When a drug or alcohol test is required pursuant to this section, the City will impose the procedures it has established in this section for conducting such testing. These procedures may be amended periodically in order to comply with state and federal law and to promote the health and safety of employees and the public. Additionally, the City Manager may formulate administrative procedures to accompany the rules of this section. Such procedures shall apply to all City departments. Such procedures shall be disseminated to all employees and shall be available for copying and inspection in the City Manager's office.

Violations of this section will result in disciplinary action, which, at the City’s discretion and depending upon the seriousness of the violation, may range from required participation in and successful completion of a rehabilitation program to termination of employment. Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken against any violator of this section. Legal use of a prescription drug or over-the-counter medication that may impair the employee’s job performance or abilities should be reported by the employee to their supervisor immediately.

Post-Offer Drug Screening

As a public employer, the City is entrusted with protecting the health and safety of its citizens. This obligation includes ensuring that public safety is not in jeopardy as a result of drug use by City employees. In keeping with this obligation, individuals who have been offered employment with the City in a safety sensitive position shall be required to submit to pre-employment drug tests. An applicant with a confirmed positive test for any drug will not be considered further for employment. The applicant may be considered for employment and re-testing after a period of 12 months. All job applicants will be required to sign a consent form authorizing pre-employment drug testing and the use of test results in employment decisions. Applicants who refuse to sign the consent form will not be considered for employment.

Reasonable Suspicion Testing for Current Employees

As a condition of employment, all employees of the City must agree to submit to drug and alcohol testing in certain circumstances at the expense of the City. City employees are required to be drug- and alcohol-free during work hours. An employee will be required to consent to a drug and/or alcohol test when a department head or supervisor has a reasonable suspicion that an employee, either at work or when reporting to work, appears to be under the influence of alcohol or illegal drugs, or otherwise impaired, and therefore may be impaired or unfit for duty.:

Circumstances which constitute a factual basis for determining reasonable suspicion may include, but are not limited to:

- Direct observation of drug or alcohol use or possession;
- Possession of drug paraphernalia;
- Observation of physical symptoms of drug or alcohol use, such as slurred speech, red watery eyes, dilated pupils, drowsiness, or sleeping;
- Sudden, unexplained personality changes, drastic mood swings, or changes in personal habits, including inattention to personal hygiene or frequently borrowing money;
- Documented deterioration of an employee's job performance, which may include excessive absenteeism or tardiness;
- Information provided by a reliable or credible source which is independently corroborated;
- Involvement in accidents or injury in which obvious precautions were not taken, improper or careless orders were given, or an unusually reckless attitude is present;
- Arrest or conviction for a drug or alcohol-related offense on or off the job, or the identification of an employee as the focus of a criminal investigation into illegal drug use, possession, or trafficking.

In establishing a basis for reasonable suspicion, the department head or supervisor will interview the employee about possible causes for the observed behavior and will describe the incident in writing. This process will serve to document the circumstances leading to the conclusion that a test for the presence of an illegal drug or alcohol is warranted. Once the initial interview and written description have been completed, the highest-ranking available department official must contact the City Manager or Director of Human Resources for a review of the documentation. The City Manager or Director of Human Resources must concur with the department official's recommendation before a drug and alcohol test requirement may be imposed. Outside of regular working hours, or at times when the City Manager or Director of Human Resources are not available for consultation, a department head may order an employee to submit to an immediate drug and alcohol test, subject to the guidelines of this section. The City Manager or Director of Human Resources must be notified of the testing at the earliest opportunity, and all records relating to the incident will be maintained by the Director of Human Resources.

Post-Accident Testing for Current Employees

An alcohol and drug test will be administered to an employee who, while on duty, is involved in any accident. The supervisor, employee, or other City employee must contact the Director of Human Resources, or designee, regarding the need for post-accident testing.

An employee shall be subject to post-accident alcohol and drug testing as soon as practicable following the accident. An employee subject to post-accident testing shall be subject to a breath alcohol test not later than eight hours following the accident and to a drug test no later than 32 hours following the accident. If an alcohol test is not administered within two hours following

the accident, the reasons the test was not administered shall be documented. If an alcohol test is not administered within eight hours following the accident, attempts to administer the test shall cease and the reasons for the delay documented. If a drug test is not administered within 32 hours following the accident, attempts to administer a drug test shall cease the reasons the test was not promptly administered documented. An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing. Nothing herein shall be construed to require the delay of necessary medical attention or to prohibit the employee from leaving the scene of the accident for the period of time necessary to obtain assistance in responding to the accident, obtain necessary medical treatment for injured people, or to obtain materials necessary to secure the accident site.

Procedures for Drug and Alcohol Testing

Employees required to submit to a drug or alcohol test will be required to sign a consent form. Refusal to sign the consent form shall be considered a refusal to take a drug or alcohol test and will result in immediate termination of employment. Any current employee who tests positive for the presence of illegal drugs, narcotics (without a valid prescription), or alcohol in a reasonable suspicion or post-accident drug and alcohol test shall be subject to immediate dismissal. Employees who refuse to submit to a drug and alcohol test required pursuant to this article shall be subject to immediate termination.

All drug and alcohol tests will be conducted under the supervision of the City's designated physician or testing facility. Testing will be performed using a specimen of urine, or other bodily fluid suitable for testing. Collection of specimens, delivery of specimens to a laboratory, and laboratory testing will all be conducted in accordance with relevant security-related provisions of the Mandatory Guidelines for Federal Work Place Drug Testing Programs. Laboratory testing will be conducted only by laboratories that have been certified by the Department of Health and Human Services.

The City will screen for all substances required under the Mandatory Guidelines for Federal Drug Testing Programs and will apply the cut off levels for a positive result established therein.

In the event that a positive finding may have been caused by the use of a prescribed medication, the tested person will be given the opportunity to confer with the supervising physician, and to present a current prescription for a medication that caused the positive test result. If the physician finds the prescribed medication to be the legitimate cause of the test result, the overall test results will be reported to the City as "negative," and the person shall not be subject to any adverse action as a result of the drug test. However, disciplinary action may be taken against an employee who failed to disclose the use of over-the counter or prescription medication as required in this section.

An employee or applicant who tests "positive" may request a re-test of the original sample at the employee's own expense. An employee's request for a re-test must be made in writing to the department head or Director of Human Resources within three working days of receipt of the

test results.

Re-testing may be performed by the same laboratory or by a second laboratory that meets the City's laboratory certification requirements. Proper chain-of-custody procedures must be followed when transferring specimens.

Test results will be held in the strictest confidence. The personal identification of the applicants failing to pass the test will not be communicated to anyone other than the applicant and the appropriate staff member in personnel and selected City employees on a need to know basis. For purposes of this section, those with a need to know will be the Director of Human Resources or designee, the City Manager, the City Attorney, the department head of the department in which the employee works, and the employee's immediate supervisor. In the appropriate case, the information may be released only if required by court order from any court of competent jurisdiction. Applicants and employees who are tested will be provided with a copy of the test results if requested in writing. Dissemination of information relating to the results of any drug testing conducted on any employee to any person who has no need to know, may result in disciplinary action, including dismissal of the person disseminating the information.

Self-Declaration as a Substance Abuser

Any employee may identify himself or herself at any time as an abuser of drugs or alcohol and voluntarily through a recognized treatment program approved by the City, seek counseling and rehabilitation. In these instances, the employee will be permitted the use of available leave subject to the provisions set forth in this personnel policy. This section is not intended to provide a means for an employee to avoid any required drug and alcohol testing. Once the process of establishing reasonable suspicion has been initiated, or an accident or injury has occurred, an employee may not seek treatment in an effort to avoid testing and possible disciplinary action.

The City will provide employees with confidential referral for assistance in resolving or accessing treatment for addiction to, or dependence on, illegal drugs or alcohol. The cost of treatment, counseling, or rehabilitation resulting from referral will be the responsibility of the employee. The City's group health plan may provide benefits for substance abuse treatment. Employee assistance activities, such as referral appointments, will be treated on the same basis as other personal business or health matters with regard to use of sick leave.

Drug or Alcohol Convictions

Any employee who is convicted of any criminal activity involving the illegal use or possession of drugs must notify the employee's supervisor no later than five days after a conviction. Failure to do so may result in disciplinary action, including dismissal. Additionally, any employee who pleads guilty or no contest to a criminal drug or alcohol violation occurring in the workplace or during working hours shall be dismissed from employment. In accordance with the ***Drug Free Workplace Act of 1988***, as a condition of employment, employees must comply with this section and notify their immediate supervisor within 5 days of a conviction for any criminal drug violation occurring in the workplace. Failure to do so will result in immediate termination of employment. The City will, as required by the Act, report such convictions within 10 days of learning of the conviction

to the appropriate federal agency.

Except as provided by this section, employees who are convicted under any drug or alcohol statute may be allowed to remain employed by the City, depending on the circumstances of their arrest and conviction and the nature of their position with the City.

Disclosure of Prescription or Over-the-Counter Drug Use to Supervisor

The City recognizes that employees may from time to time need to take prescription or over-the-counter medications that may cause the effects of light-headedness, weakness, dizziness, drowsiness, sedation, loss of coordination, disorientation, or other comparable side effects. The employee is required to notify the employee's supervisor prior to reporting for duty if the employee's performance is, or could be, compromised or diminished from use of prescription or over-the-counter drugs. It is the responsibility of employees to request reassignment to other duties, if needed and available, for the duration of impairment, or to request the use of available leave. Employees who fail to notify their supervisor of such impairment, and who continue to work, may be required to take available leave or to perform other assignments and may be subject to disciplinary action if supervisory intervention is required. An employee who appears to be impaired or unfit for duty as a result of the use of prescription or over-the-counter medication will be required to consent to a drug test which may include testing for abuse of the prescription or over the counter medication.

Employees on Designated Stand-By or On-Call Status

Employees who are designated for "on-call status" are expected to be free of alcohol or illegal drugs, and available to report to work, for the duration of their on-call status. "On-call" employees who fail to report to a call to duty, or who report for duty under the influence of drugs or alcohol, may be subject to drug and alcohol testing and discipline, including dismissal.

The City recognizes that, in rare instances, employees who are not designated for call-back may be requested to report for emergency or unexpected duty. Employees who may be under the influence of alcohol or legally obtained medication must report this fact to their supervisor when requested to report for duty. Based on this report, the supervisor and employee may jointly decide whether the employee may perform requested duties while under such influence. In no event, however, will employees reporting to emergency duty under the influence of drugs, alcohol, or legally obtained medication be allowed to operate vehicles or mobile equipment. Employees may decline calls for emergency duty because of off-duty use of alcohol or legally obtained medication. In this event, the employee will not be subject to any disciplinary action or penalty.

Off-Duty Conduct

It is not the City's intent to intrude upon the private lives of its employees. The City does, however, reserve the right to take disciplinary action, up to and including dismissal, in the event that an employee's off-duty involvement with drugs or alcohol is damaging to the City's reputation or business, or interferes with the employee's job duties.

Searches

When reasonable suspicion, as defined by this article, exists, the City reserves the right to conduct unannounced searches for unauthorized substances anywhere on City property, including, but not limited to, lockers, desks, file cabinets, City vehicles and employees' personal vehicles parked on City parking lots. Personal property on City premises shall be subject to such searches. All such searches must be authorized and conducted under the direction of the City Manager or his/her designee, and the grounds for suspicion must be described in writing prior to the search. Employees who refuse to cooperate during such unannounced searches shall be subject to disciplinary action, up to and including dismissal.

10.06 DRUG TESTING FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES

Federal Mandate

The City must comply with the Omnibus Transportation Employee Testing Act of 1991 (the Act), and the regulations promulgated by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), which require employers to test employees who drive commercial vehicles as part of their job duties, for the use of alcohol and drugs. The purpose of the provisions of the Act and the regulations are to deter misuse of alcohol and drugs and to protect the public and employees from the damage such misuse may cause. To implement the federal requirements, the City adopts and implements this policy. Although the Act does not require zero tolerance in regard to positive drug and/or alcohol testing or other prohibited conduct, the City has adopted a zero-tolerance policy to further ensure the safety of employees, citizens, and the general public. The consequence of a positive test and/or prohibited conduct will be immediate termination. Neither this policy nor any of its terms are intended to create a contract of employment or to contain the terms of any contract of employment. The City retains the sole right to change, amend or modify any term or provision of this policy without notice. This policy is effective upon adoption by the City Council, and will supersede all prior policies and statements relating to alcohol or drug use by drivers of commercial motor vehicles.

Applicability

This section applies to:

- City employees who drive or repair commercial vehicles, including driving full-time, part-time, intermittently, and/or occasionally, that meet the requirements of Part 49 Code of Federal Regulation for the U.S. Department of Transportation and the Federal Motor Carrier Safety Administration, Part 382, or as amended;
- Applicants for a position which includes, as a part of the job duties of the position, a requirement that the employee operate a commercial vehicle, as defined above, either full-time, part-time, casual, intermittently, or occasionally; and
- City employees who transfer into a position which includes, as a part of the job duties of the position, a requirement that the employee drive a commercial vehicle, as defined above.

This article does not apply to employees who maintain a commercial driver license for personal

use or for employees who obtain a commercial driver license for driving firefighting and/or emergency vehicles, provided those vehicles do not exceed 26,001 pounds (CVWR), are not designed to transport 16 or more people, including driver, and do not transport hazardous material (placarded).

Definitions for this Section

ALCOHOL means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

ALCOHOL CONCENTRATION (OR CONTENT) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

ALCOHOL TEST means a test conducted by a Breath Alcohol Technician, or any other person approved by the U.S. Department of Transportation rules, using an Evidential Breath Testing Device to measure the amount of alcohol concentration in a volume of breath, or any other test used to detect the presence of alcohol that is approved by the Federal Motor Carrier Safety Administration Federal Motor Carrier Safety Administration (FMCSA).

ALCOHOL USE means the consumption of any beverage, mixture, or preparation, including medication, containing alcohol.

BREATH ALCOHOL TECHNICIAN (BAT) means an individual who instructs and assists individuals in the alcohol testing process and operates the evidential breath testing device.

CITY-DESIGNATED REPRESENTATIVE (CDR) means the primary contact person designated by the City to receive all information and reports from the Medical Review Officer, the Breath Alcohol Technician, the Substance Abuse Professional and the laboratories. The CDR is also the designated contact person for inquiries regarding this article. The CDR for the City is the Director of Human Resources or designee.

COLLECTION SITE means a place where individuals present themselves for the purpose of providing breath or urine samples to be analyzed for specified controlled substances. This site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation or shipment of the samples to a laboratory.

COMMERCIAL MOTOR VEHICLE means a motor vehicle or a combination of motor vehicles used in a commerce to transport passengers or property if the motor vehicle:

- has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
- has a gross vehicle weight rating of 26,001 or more pounds;
- is designed to transport 16 or more passengers, including the driver; or

- is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulation (149 C.F.R. 172, subpart F).

CONFIRMATION TEST means

- for alcohol testing, a second test following a screening test with a result greater than 0.02 that provides quantitative data of alcohol concentration
- for drug testing, a second analytical procedure to identify the presence of a specific drug or drug metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. (Gas Chromatography/Mass Spectrometry (GC/MS) is the authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine).

DRIVER means any employee who holds a Commercial Driver's License and is subject to operating a Commercial Motor Vehicle at the direction of, or with the consent of the City including, but not limited to, full-time, part-time, regularly employed drivers, casual, intermittent or occasional drivers, or any person applying to the City for a position, the duties of which include driving a Commercial Motor Vehicle.

DRUG includes cocaine, marijuana, opiates, amphetamines, and phencyclidine and any other substance (other than alcohol) determined by the U.S. Department of Transportation to be a controlled substance.

DRUG TEST means a method for determining the presence of controlled substances in a urine sample using a scientifically reliable method performed in accordance with procedures specified in 49 C.F.R. 40 or as amended.

EMPLOYEE means a person employed by the City.

EVIDENTIAL BREATH TESTING DEVICE (EBT) means a device approved by the National Highway Traffic Safety Administration (NHTSA) and placed on the NHTSA's Conforming Products List and is used for the evidential testing of breath.

MEDICAL REVIEW OFFICER (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

ON-DUTY TIME includes all time from the time an employee begins work until the time he/she is relieved from work and all responsibility for performing work. It also includes all time spent providing a breath sample or primary urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident or

follow-up testing as directed by the City. Employee drivers will be paid for this time.

POST-ACCIDENT TEST means an alcohol or drug test administered to an employee in a safety-sensitive position who, while on duty, is involved in a vehicular or other type of accident if: (1) the accident involved loss of human life; or (2) the employee received a citation for a moving violation arising from the scene of the accident and either (i) one or more motor vehicles incurred disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle, or (ii) bodily injury is sustained by any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident.

PRE-EMPLOYMENT TEST means a drug test administered to a person prior to the first time the individual performs a safety-sensitive function upon appointment to a position requiring the person to hold a Commercial Driver's License.

RANDOM TEST means an alcohol or drug test administered to a driver who has been randomly selected by a scientifically valid method from among the pool of city drivers subject to such tests.

REASONABLE SUSPICION TEST means an alcohol or drug test administered to a driver as a result of a trained City representative's, supervisor's, or trained Director of Human Resources's reasonable belief that the driver has violated the drug or alcohol prohibitions of this policy. A reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

REFUSAL TO SUBMIT TO A DRUG OR ALCOHOL TEST means a driver:

- fails to provide an adequate amount of breath during testing without a valid medical explanation after he or she has received notice of the requirement for breath testing;
- fails to provide adequate urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for urine testing;
- engages in conduct that obstructs or interferes with the testing process;
- fails to be readily available for post-accident testing; or
- fails to report to, and undergo alcohol and drug testing, at a collection site as required.

SAFETY-SENSITIVE FUNCTION means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- All time at an employer facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time

- spent resting in a sleeper berth;
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SCREENING TEST (ALSO KNOWN AS AN INITIAL TEST) means:

- in alcohol testing, an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system; and
- in drug testing, a test to eliminate "negative" urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.

SUBSTANCE ABUSE PROFESSIONAL (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

SUPERVISOR means a management or supervisory employee of the City.

TRAINED CITY REPRESENTATIVE SUPERVISOR OR TRAINED DIRECTOR OF HUMAN RESOURCES means any City supervisor or any City management employee who has received the requisite training in identifying the signs and symptoms of alcohol abuse or drug abuse.

ZERO TOLERANCE means the City will not tolerate any verified positive confirmation drug and/or alcohol test under this policy. All verified positive results will result in immediate termination.

Prohibited Conduct Regarding Alcohol and Drugs; Consequences

A driver shall not:

- report for duty or remain on duty when the driver's ability to perform assigned functions is adversely affected by alcohol or when the driver's blood alcohol concentration is 0.04 or greater;
- possess or use alcohol while on duty, or within four (4) hours before reporting for duty;
- perform safety-sensitive functions for 24 hours following an alcohol test result indicating an alcohol concentration of greater than 0.02 but less than 0.04;
- use alcohol for eight hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first; or
- refuse to submit to a pre-employment, post-accident, random, reasonable suspicion, return-to-duty or follow-up alcohol or drug test. A driver who refuses to submit to an

alcohol or drug test shall not be allowed to perform safety-sensitive functions, pending further disciplinary action.

- report for duty or remain on duty when the driver is using any drug, except when the use is pursuant to the instructions of a physician who has advised the employee that the drug will not adversely affect the driver's ability to safely perform safety-sensitive functions;
- report for duty, remain on duty, or perform a safety sensitive function if the driver tests positive for drugs; or

If a driver violates any of the prohibitions regarding alcohol, the driver will be terminated. Additionally, the Federal Regulations mandate that a violator must be referred to a Substance Abuse Professional (SAP). Any costs for treatment will be incurred by the employee.

Testing Requirements in General

All alcohol and drug testing procedures will comply with the procedures of Title 49 C.F.R. Part 40 or as amended. There are five (5) instances that a driver may be tested under this policy:

- pre-employment/pre-duty testing;
- post-accident testing;
- random testing;
- reasonable suspicion testing; and
- return-to-duty and/or follow-up testing.

Before performing an alcohol or drug test under the requirements of the U.S. Department of Transportation regulations, the driver being tested shall be notified that the alcohol or drug test is required by 49 C.F.R. Part 382, or as amended. The Human Resources Department is responsible for providing the required notice and for the administration of the drug and alcohol testing process and records.

Pre-employment Testing/Pre-Duty Testing

Offers of employment are made contingent upon obtaining a negative result on a drug test administered pursuant to this policy. Driver applicants who have received conditional employment offers are to be cautioned against giving notice at their current place of employment, or incurring any costs associated with accepting employment with the City until after their verified negative test results have been received by the City. An applicant driver shall not perform any safety-sensitive function until the driver has tested negative for drugs. As a condition of employment, a person applying for a position requiring the performance of a safety-sensitive function shall provide written authorization for previous employers to release to the city through Human Resources any and all test results, including records of the individual's refusal to test, administered in accordance with the Federal regulations concerning drug and alcohol use and testing.

An employee who seeks to move into a driver position shall not perform a safety-sensitive function until the employee has tested negative for drugs. If the test results do not meet these standards, the employee shall be disqualified from further consideration for the position and is subject to immediate termination/indefinite suspension.

If the City learns that an applicant for a safety-sensitive position tested positive for drugs or alcohol or refused to test while at a previous employer, the City Director of Human Resources shall verify the information, obtain proof that the applicant has completed a rehabilitation program and has tested negative in return-to-duty testing. The City shall not use or hire a driver the City knows has tested positive for drugs or alcohol while employed elsewhere, and has not been re-certified and tested negative in return-to-duty testing.

Random Testing

- (A) Alcohol. At least 10% of the average number of the city's driver positions subject to this policy shall undergo random alcohol testing in each calendar year, or the number of drivers equal to an annual rate not less than the minimum annual percentage determined by the Federal Highway Administration Administrator Federal Motor Carrier Safety Administration.
- (B) Drug. At least 50% of the average number of the city's driver positions subject to this policy shall undergo random drug testing in each calendar year, or the number of drivers equal to an annual rate not less than the minimum annual percentage determined by the Federal Highway Administration Administrator Federal Motor Carrier Safety Administration.
- (C) Scientifically valid method. The selection of drivers for random testing, the timing and frequency of random tests, and the number of drivers to be tested on any given day shall be determined by the city. The selection of drivers for random testing shall be made by a scientifically valid method. Each driver shall have an equal chance of being selected for testing each time selections are made.
- (D) Unannounced. Random alcohol and drug tests shall be unannounced and shall be spread reasonably throughout the year. Human Resources will arrange the testing and provide the necessary notification required.
- (E) Test site. A driver who is notified of selection for random alcohol or drug testing shall be required to proceed immediately to the test site as instructed.
- (F) Either test may be given. A driver, when randomly selected, may be required to submit to either an alcohol or drug test, or both.
- (G) Not present at work. In the event a driver who is selected for a random test is not at work that day, another driver will be selected.
- (H) When required. A driver shall be subject to random alcohol testing only while the driver is performing a safety-sensitive function, just before the driver is to perform a safety-sensitive function, or just after the driver has ceased performing a safety-sensitive function.

- (I) Positive Test. Pursuant to the City's zero tolerance policy, a verified positive drug or alcohol test shall result in immediate termination.

Reasonable Suspicion Testing

- (A) Promptly comply. A driver shall promptly submit to an alcohol and/or drug test whenever a trained City representative supervisor or trained Director of Human Resources has a reasonable suspicion to believe that the driver has violated the alcohol or drug prohibitions of this policy.
- (B) Notification to Human Resources. A trained City representative must notify the Director of Human Resources, CDR, or designee, when a reasonable suspicion situation occurs prior to any testing being performed.
- (C) When required. The observations required by the paragraph above must be made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this policy.
- (D) Time limit for alcohol test. After determination of reasonable suspicion, the alcohol test shall be administered within (2) two hours unless the supervisor or Director of Human Resources prepares and maintains on file a record stating the reasons the test was not administered within that time. The test may be conducted up to eight (8) hours after the reasonable suspicion determination is made. If the test is not administered within eight (8) hours after the determination, attempts to administer the test shall stop and the supervisor or Director of Human Resources shall record and maintain on file the reasons why the test was not conducted.
- (E) Time limit for drug test. No driver shall be subject to reasonable suspicion drug testing later than 24 hours following the determination that reasonable suspicion exists to require the driver to undergo such test. If the test is not administered within 24 hours after the reasonable suspicion determination, attempts to administer the test shall stop and the supervisor or Director of Human Resources shall record and maintain on file the reasons why the test was not conducted.
- (F) Separation of duties. Any trained City representative supervisor or trained Director of Human Resources who makes the determination that reasonable suspicion exists to conduct a test shall not conduct the test of the driver.
- (G) Written record of observations for test. A written record shall be made of the observations leading to an alcohol and/or drug reasonable suspicion test, and signed by the trained City representative who made the observations, within 24 hours of the observed behavior or before the results of the alcohol and/or drug test are released, whichever is earlier.

- (H) Positive Test. Pursuant to the City's zero tolerance policy, a verified positive drug or alcohol test shall result in immediate termination.

Notice to Contact MRO

The CDR shall make reasonable efforts to contact and request each driver who submits a specimen, regardless of the driver's employment status, to contact and discuss the results of the drug test with a MRO who has been unable to contact the driver.

Post-Accident Testing

- (A) When tested. A driver shall be subject to post-accident alcohol and drug testing as soon as practicable following the accident.
- (B) Time limit for testing. A driver subject to post-accident testing shall be subject to a breath alcohol test not later than eight hours following the accident and to a drug test no later than 32 hours following the accident.
- (C) Report on delayed testing. If an alcohol test is not administered within two hours following the accident, the trained supervisor or trained Director of Human Resources shall prepare and maintain on file a record stating the reasons the test was not administered. If an alcohol test is not administered within eight hours following the accident, the trained supervisor or Director of Human Resources shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. If a drug test is not administered within 32 hours following the accident, the trained supervisor or Director of Human Resources shall cease attempts to administer a drug test, and prepare and maintain on file a record stating the reasons the test was not promptly administered.
- (D) Availability for testing. A driver who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing. Nothing herein shall be construed to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of the accident for the period of time necessary to obtain assistance in responding to the accident, obtain necessary medical treatment for injured people, or to obtain materials necessary to secure the accident site.
- (E) Notification to Human Resources. The supervisor, driver, or other City employee must contact the Director of Human Resources, or designee, regarding the need for post-accident testing.
- (F) Positive Test. A verified positive drug or alcohol test shall result in immediate termination.

Return-to-Duty Testing

- (A) Any driver who has an alcohol test result indicating an alcohol concentration between 0.02 and .039, may at the City's discretion, be permitted to return to work subject to the following:
 - (1) the driver has been evaluated by a substance abuse professional who has determined what assistance, if any, the driver needs in resolving problems associated with alcohol or drug use and the driver has successfully completed any prescribed rehabilitation;
 - (2) the driver has undergone return-to-duty testing with a result indicating an alcohol concentration of less than 0.02.
- (B) Testing schedule. Human Resources will arrange for return-to-duty testing.
- (C) Test result. The alcohol test must be less than 0.04 to qualify for return-to-duty testing. A test result for alcohol greater than 0.04 or a positive drug test will result in immediate termination.

Admission of Substance Abuse or Dependency

An employee subject to this policy who voluntarily admits to drug or alcohol abuse or dependency must undergo an evaluation by a substance abuse professional. The employee shall also be subject to such follow-up testing for either or both alcohol and drug use as recommended by the substance abuse professional. The number and frequency of such tests shall be determined by the substance abuse professional, and shall consist of at least six (6) tests in the first 12 months following the employee's admission of abuse or dependency, but follow-up testing shall not extend past 60 months after the employee's return to duty. The substance abuse professional may terminate such tests at any time after the first six tests have been administered upon determination that the tests are no longer necessary. Human Resources will arrange for follow-up testing. Pursuant to the City's zero-tolerance policy, a verified positive drug or alcohol test during follow-up testing shall result in immediate termination.

Disciplinary Action Including Termination for Employee Drivers

- (A) Positive alcohol test. If a driver tests positive for an alcohol concentration of greater than 0.04, the driver will be subject to immediate termination. If a driver has an alcohol test result indicating an alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall be prohibited from performing a safety sensitive function for a minimum of 24 hours and until the driver has undergone a return-to-duty alcohol test with a test result less than 0.02.
- (B) Positive drug test. If a driver tests positive for one or more drugs, the driver will be subject to immediate termination.
- (C) Failure to cooperate with process. A driver is subject to disciplinary action, including immediate termination, if the driver:

- (1) refuses to sign an employee acknowledgment form for a copy of the City's Drug and Alcohol Testing Policy upon receipt of a copy of the policy;
 - (2) fails to report an arrest and/or conviction for operating a motor vehicle while under the influence of alcohol or drugs;
 - (3) fails to report an arrest and/or conviction for operating a city motor vehicle or a motor vehicle operated in the performance of city business while under the influence of alcohol or drugs;
 - (4) fails to report that the driver has been convicted of violating a statute related to drugs;
 - (5) obstructs or interferes with the administration of any drug or alcohol testing;
 - (6) has an alcohol test result indicating an alcohol concentration greater than 0.04; or
 - (7) adulterates or tampers with the sample. Any employee who submits two untestable samples will be subject to disciplinary action for presumed tampering.
- (D) Salary. A driver shall not be paid for the period of time the driver is prohibited from performing safety sensitive functions. The driver will be paid for the time spent testing.

Alcohol Test Procedures

- (A) Testing device for alcohol. A Breath Alcohol Technician (BAT) shall administer alcohol tests using an Evidential Breath Testing device (EBT) except that if the Federal Motor Carrier Safety Administration Department of Transportation Federal Highway Administration approves administration of tests by persons other than BATs or approves the use of other methods or technologies for detecting the presence of alcohol, then the administration of tests by such other persons or the use of such other methods or technologies shall be permitted under this policy.
- (B) Testing procedures. Alcohol testing shall be conducted in accordance with the following:
- (1) A driver directed to undergo alcohol testing shall proceed immediately to the designated test site as instructed under the supervision of a supervisor or designee. Drivers to be tested will not be allowed to drive to the testing facility.

- (2) A driver shall follow all procedures and instructions given by the BAT including completing, signing, initialing, or dating any required forms or log books. If the driver takes the test but fails to sign the certification in Step 4 of the Breath Alcohol Technician Form, or fails to initial the log book entry, it will not be considered a refusal to test. The donor signs Step 2 as acknowledgement to test to meet Federal Requirements 49 CFR. Step 4 is signed by the donor to acknowledge he has seen the test result ONLY if the test result is .04 or greater.
- (3) The testing site shall provide visual and aural privacy to the driver, sufficient to prevent unauthorized persons from seeing or hearing test results.
- (4) In order to prevent unauthorized persons from seeing or hearing test results, unauthorized persons shall not be permitted access to the testing location when the Evidential Breath Testing Device remains unsecured, or, at any time when testing is being conducted.
- (5) In unusual circumstances, a test may be conducted at a location that does not fully meet the requirements of paragraph (3) above. In such cases, the driver shall be provided visual and aural privacy to the greatest extent practicable. The city may conduct testing onsite when feasible.
- (6) The BAT shall supervise only one driver's use of the EBT at a time and shall not leave the alcohol testing location while the testing procedure for a driver is in progress.
- (7) Upon entering the test site, the driver shall be required to provide the BAT with positive identification. Positive identification may take the form of a photo ID card or identification by a supervisor or Director of Human Resources. On request of the driver, the BAT shall provide positive identification to the driver.
- (8) If a screening test of a driver indicates a breath alcohol concentration of less than 0.02, no further alcohol testing of the driver shall be conducted during this testing event, the BAT shall transmit the result to the city in a confidential manner to the human resources department.
- (9) If the result of a screening test of a driver indicates a breath alcohol concentration of 0.02 or greater, the driver shall be required to undergo a confirmation test.
- (10) If the confirmation test will be conducted by a different BAT, the BAT who

conducts the screening test shall complete and sign the Breath Alcohol Testing Form and log book entry. The BAT shall provide the driver with Copy 2 of this form.

- (11) If a BAT other than the one who conducted the screening test is conducting the confirmation test, the driver shall be required to provide positive identification in accordance with paragraph (7) above, to the new BAT and the driver may request positive identification of the new BAT.
- (12) The driver shall not eat, drink, put any object or substance in his or her mouth, and, to the extent possible, not belch during a waiting period before the confirmation test. This waiting period begins with the completion of the screening test.
- (13) The confirmation test shall be conducted within 20 minutes of the completion of the screening test. The confirmation test shall be conducted within no less than 15 minutes and no more than 30 minutes of the completion of the screening test.
- (14) If a BAT other than the one who conducted the screening test is conducting the confirmation test, the new BAT shall initiate a new Breath Alcohol Testing form. The driver shall then complete Step 2 on the form, signing the certification. Refusal of the driver to sign the certification shall be deemed a refusal to test.
- (15) The driver's refusal to complete and sign the Breath Alcohol Testing form (Step 2) to provide breath, to provide an adequate amount of breath, or otherwise to fail to cooperate with the testing process in a way that prevents the completion of the test shall be deemed a refusal to test and noted by the BAT in the "Remarks" section of the form. The testing process shall be terminated and the BAT shall immediately notify the CDR. A driver who refuses to submit to a required alcohol test shall be deemed to have tested at a level of 0.04 or greater for alcohol. These actions are prohibited and will result in immediate termination.
- (16) If a screening or confirmation test cannot be completed, or if an event occurs that would invalidate the test, the BAT shall, if practicable, begin a new screening or confirmation test, as applicable, using a new Breath Alcohol Testing form with a new sequential test number.
- (17) If the driver is unable, or alleges that he or she is unable, to provide an amount of breath sufficient to permit a valid breath test because of a medical condition, the BAT shall again instruct the driver to attempt to provide an adequate amount of breath.

- (a) If the driver refuses to make the attempt, the BAT shall immediately inform the CDR.
- (b) If the driver attempts and fails to provide an adequate amount of breath, the BAT shall so note in the "Remarks" section of the breath alcohol form and immediately inform the CDR.
- (c) If the driver attempts and fails to provide an adequate amount of breath, the CDR shall direct the driver to obtain, as soon as practicable after the attempted provision of breath, an evaluation from a licensed physician who is acceptable to the city concerning the driver's medical ability to provide an adequate amount of breath.
- (d) If the licensed physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the driver from providing an adequate amount of breath, the driver's failure to provide an adequate amount of breath shall not be deemed a refusal to take a test. The physician shall provide to the city a written statement of the basis for his or her conclusion.
- (e) If the licensed physician, in his or her reasonable medical judgment, is unable to determine that a medical condition has, or with a high degree of probability, could have, precluded the driver from providing an adequate amount of breath, the driver's failure to provide an adequate amount of breath shall be deemed a refusal to take a test. The physician shall provide to the City a written statement of the basis for his or her conclusion. The driver will be subject to immediate termination/indefinite suspension.

Drug Test Procedures

Testing for drugs shall be conducted by a laboratory certified by the U.S. Department of Health and Human Services (DHHS) and in accordance with the following procedures:

- A driver directed to undergo a drug test shall proceed immediately to the designated collection site as instructed by the supervisor, under the supervision of a designee. Drivers to be tested will not be allowed to drive to the testing facility.
- A driver shall follow all procedures and instructions given by the collection site person. Failure to do so shall be considered a refusal to test.
- The collection site person shall collect a urine sample from the driver in accordance with Federal Motor Carrier Safety Administration Federal Highway Administration procedures.
- A driver shall provide at least 45 ml of urine for testing. A driver who fails to provide at

least this amount shall be subject to the provisions of paragraph A 18 below.

- The collection site person shall divide the specimen into two containers. One container shall contain at least 30 ml of urine and shall be the primary specimen. The other container shall contain at least 15 ml of urine and shall be the split specimen.
- Both containers shall be shipped to the laboratory in a single shipping container, together with copies 1 and 2 and the split specimen copy of the chain of custody form.
- The laboratory shall log in the split specimen with the split specimen seal remaining intact. The laboratory shall store the split specimen securely in accordance with approved procedures.
- The primary specimen shall undergo a screening test for the presence of drugs. If the screening test detects the presence of a drug, the primary specimen shall undergo a confirmation test to verify the positive test result.
- If the result of the test of the primary specimen is negative, the laboratory may discard the split specimen.
- The MRO shall review all primary specimen results. If the result of the test of the primary specimen is confirmed positive for the presence of drugs, the MRO shall notify the driver that the driver has 72 hours in which to request a test of the split specimen. The driver does this by contacting the CDR in Human Resources. If the result of the test of the primary specimen is negative, the MRO is authorized to direct a driver to undergo a retest for the presence of drugs if, upon review of the original test results, the MRO has reason to believe the primary specimen has been adulterated.
- If the primary specimen tests confirmed positive for the presence of a drug, the driver may request, in writing, that the MRO direct that the split specimen be tested in a different DHHS-certified laboratory for presence of the drug or drug metabolites for which a positive test result was obtained in the test of the primary specimen. The MRO shall honor such request if it is made within 72 hours of the driver having been notified of a verified positive test result. The driver shall be responsible for reimbursing the city for any and all costs associated with having the split specimen tested.
- If the driver has not contacted the MRO within 72 hours, the driver may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the driver from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the driver's failure to contact the MRO within 72 hours, the MRO shall direct that the reanalysis of the primary specimen or analysis of the split specimen, as applicable, be performed. The driver may not ask reanalysis of the primary specimen.
- If the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for 12 months for initial testing and test request at a second laboratory if positive. Following the end of the 60-day period, if not informed by the MRO that the driver has requested a test of the split specimen, the laboratory may discard the split specimen.
- If the MRO directs the first laboratory in writing to forward the split specimen to a second DHHS-certified laboratory, the second laboratory shall analyze the split specimen by

GC/MS to reconfirm the presence of the drugs or drug metabolites found in the primary specimen. Such GC/MS confirmation shall be conducted without regard to the cutoff levels established by DHHS. The laboratory conducting the analysis of the split specimen shall retain the sample in long-term storage for one (1) year, or longer if litigation concerning the test is pending.

- The result of the test of the split specimen shall be transmitted by the second laboratory to the MRO.
- If the analysis of the split specimen fails to reconfirm the presence of the drug or drug metabolites found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and the reasons for such to the CDR, the driver, and to the U.S. Department of Transportation.
- A driver whose primary specimen tests confirmed positive for the presence of a drug(s) and who requests, in accordance with paragraph (k) 11 above, that the split specimen be tested, shall not be permitted to return to work pending the outcome of such test but shall be suspended without pay and subject to further disciplinary action. If the test of the split specimen does not reconfirm the presence of the drug or drug metabolites found in the primary specimen, the driver shall be paid his wages for all regularly-scheduled shifts the driver would have worked had the suspension not occurred, and the City shall be responsible for the costs associated with having the split specimen tested.
- If the driver is unable to provide the required 45 ml of urine, the driver shall be instructed to drink not more than 24 ounces of fluids, and, after a period of up to two hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded.
- If the driver is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the laboratory shall notify the city CDR of the driver's inability to provide an adequate sample.
- The MRO will then refer the driver for a medical evaluation to develop pertinent information concerning whether the driver's inability to provide an adequate specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO shall report his or her conclusions to the City's CDR in writing.
- If the MRO determines that the driver's inability to provide an adequate sample is not genuine, the driver shall be deemed to have refused to test and shall be subject to immediate termination.

Referral to Substance Abuse Professional

Each driver who has a positive drug test or a blood alcohol concentration test level of 0.04 or greater shall be referred to a substance abuse professional, regardless of employment status with the City. The substance abuse professional shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol or drug use. A substance abuse professional is ordinarily available through the driver's health care provider.

Confidentiality and Recordkeeping of Records of Drug and Alcohol Testing

- (A) Notice of test results. Applicants and employees will be notified by the CDR of the test results in a confidential manner.
 - (1) Pre-Employment. Human Resources shall notify an applicant of the results of a pre-employment drug test conducted under this policy, if the applicant or employee requests such results. If the test result was a verified positive, the applicant will be considered ineligible for the position and will not be able to reapply for 12 months.
 - (2) Reasonable Suspicion, Post-Accident, and Random Tests. The City CDR in Human Resources shall promptly notify a driver of the results of reasonable suspicion, post-accident, and random tests conducted under this policy if the test results are verified positive. Human Resources shall also inform the driver which drugs were verified as positive. A verified positive test will result in immediate termination.
- (B) Confidentiality and access to records. Records of drug and alcohol testing of drivers are subject to the following:
 - (1) All records required to be maintained by 49 C.F.R. §382.401, et seq. shall be maintained in a secure location with controlled access in the Human Resources department.
 - (2) Except as required or permitted by law or expressly authorized or required by 49 C.F.R. §382.405, the City shall not release information that is contained in drug and alcohol testing records.
 - (3) Upon receipt of a written request from a driver, the City shall make records available to a subsequent employer.
 - (4) Upon written request, a driver is entitled to copies of any records pertaining to the driver's use of drugs or alcohol, including any records pertaining to the testing conducted pursuant to this policy.
 - (5) All results of alcohol and drug testing conducted pursuant to this policy shall be made available, upon request, to the Secretary of Transportation.
 - (6) City may disclose information pertaining to the drug or alcohol testing of a driver to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the driver, and including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the driver and arising from the

results of an alcohol or drug test.

(C) Record keeping. Record retention requirements are as follows:

(1) The following records must be maintained for five years:

(a) Records of alcohol test results indicating an alcohol concentration of 0.02 or greater;

(b) Records of verified positive drug test results;

(c) Documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results);

(d) SAP reports; and

(e) All follow-up tests and schedules for follow-up tests.

(2) The City will maintain information obtained from previous employers concerning drug and alcohol test results of employees for three years.

(3) The City will maintain records of the inspection, maintenance, and calibration of EBTs, for two (2) years.

(4) The City will maintain records of negative and cancelled drug test results and alcohol test results with a concentration of less than 0.02 for one year.

10.07 WORKPLACE VIOLENCE AND WEAPONS

This section applies to City employees, elected and appointed officials, contractors, and vendors.

The City's policy is to maintain a work environment free of violence and weapons. Employees may not carry or possess a firearm in the workplace unless they are required to do so as part of their assigned duties. The safety and security of all City employees and other persons on City premises or work sites is of primary importance. Threats, abusive behavior, or acts of violence against citizens, employees, officials, visitors, or other individuals on City premises or equipment is prohibited.

When at a City work site, in any City building, or while conducting City business, a City employee (other than a peace officer commissioned by the City) shall not carry on or about his or her person any instrument or weapon that is specifically designed, made, or adapted for the purpose of inflicting serious bodily injury or death, including, but not limited to, clubs, firearms, handguns, illegal knives, explosives, crossbows, bows and arrows, throwing stars, chains, axes, and knuckles, regardless of whether or not the person is licensed by the State of Texas to carry a concealed

handgun.

Nothing in this policy is construed to prohibit or regulate the carrying of handguns in employee-owned motor vehicles by an employee. Employees are allowed to possess or store a firearm in their personal vehicles so long as the vehicle is private and locked while in a City parking lot or at a parking lot serving a City worksite in accordance with Section 411.203 of the Texas Government Code.

Further, no type of violence or abusive, threatening, or harassing conduct, whether physical or verbal, will be tolerated by any employee or guest and is strictly prohibited. This includes any and all threats of violence, direct or indirect, serious or said jokingly or in jest. Employees, elected and appointed officials, city contractors, and vendors acknowledge that what they might consider to be joking behavior that involves threats of violence or other threatening behavior may be considered to be a threat of violence by another employee and will be taken seriously by the City. Violators of this policy are subject to disciplinary action and prosecution.

City employees are responsible for notifying the City Manager of any threats, or threatening behavior, that they witness or experience, in addition to any threats that they are told another person witnessed or experienced, that occurred on City property, on a City work site, while on City equipment, or in relation to City business. Employees are responsible for making these reports regardless of the relationship between the individual initiating the threat or threatening behavior and the person(s) being threatened. All reports of violence or other improper conduct will be taken seriously and investigated and will be subject to disciplinary action and prosecution.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on City property or equipment will be removed from City property as quickly as safety permits. The City's response to violent acts, threats, or behavior may include, but is not limited to, employment suspension or termination, suspension or termination of business relationships, or criminal prosecution of the persons involved and/or request for a restraining order from the appropriate judicial official.

A City employee or official who applies for or obtains a protective or restraining order which lists City premises or equipment as protected areas must immediately provide the City Manager with a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order that is granted, and a copy of any protective or restraining order that is made permanent. Unless otherwise required by law, any information of this nature will be released on a need-to-know basis only to the appropriate law enforcement, management, and/or administrative personnel.

10.08 WEATHER EMERGENCIES AND DISASTER DECLARATIONS

Policy

It is the City's policy that during inclement weather, natural or man-made disasters, and other public emergencies, each City employee is an essential employee necessary to provide for the safety and well-being of the public. Each City employee is expected to report to work and remain at work until released by a supervisor or the City Manager.

City Facilities Assumed Open

In the case of a weather emergency, (e.g., snow, ice, or other weather event), a disaster, or other emergency on a workday, and unless a closing is announced in advance of reporting time, City personnel are required to report to work as usual unless the emergency conditions make it impossible to report safely to duty.

If City facilities are not closed and if weather or other emergency conditions make it impossible for an employee to report to work, the employee must notify his or her supervisor as soon as possible that the employee finds it impossible to report to duty safely. Time absent may be charged to available vacation, personal time, or leave without pay.

Closing of City Facilities

In the case of a weather emergency (e.g., snow, ice, or other weather event), disaster, or other emergency on a workday, the City Manager is authorized to designate the closure of City facilities. The City Manager or designee is responsible for initiating the process of contacting employees. If City facilities are closed, City personnel who are not deemed essential personnel that day will be paid for the actual time or day(s) that the City was officially closed.

- If an official City facility closure for weather or other emergencies occurs during an employee's scheduled vacation or personal day, that day will not count against the employee's vacation or personal leave balance
- If an employee reports to work and the City Manager or department head sends the employee home because of inclement weather or other emergency, the employee will be given credit for a full workday.

Required Work During an Emergency

The City Manager may require employees to work during an emergency or disaster regardless of whether city facilities are open or closed and regardless of the extent or duration of the emergency. Employees may be required to provide services to protect the public's health and safety and to assure the continuation of, or recovery of, normal City business processes. An employee who refuses a directive from the City Manager or a department head to report to work for all or part of an emergency period is subject to discipline by the City, up to, and including termination.

ARTICLE 11

PERFORMANCE MANAGEMENT

11.01 GENERAL

The City is committed to promoting a work environment that provides City staff with the opportunity to be trained, productive, valued, and safe. In order to do that, the City provides a platform of performance management to ensure that City employees know what is expected and how they are progressing in their position. Performance management includes providing job descriptions, performance evaluations, and performance improvement opportunities, as well as disciplinary action when warranted by an employee's conduct.

11.02 JOB DESCRIPTIONS

The City Manager, in cooperation with the Director of Human Resources, shall establish and periodically review job descriptions for each position in the City. The job descriptions will identify the essential functions of each position.

11.03 DISTRIBUTION

During each employee's orientation, the job description for each employee's position will be given to the employee and reviewed by the employee, and a copy will be placed in the employee's personnel file along with a certification that the employee has reviewed the job description. In addition, each employee is given a copy of the job description to keep.

11.04 REQUESTS FOR CLARIFICATION

In the absence of any request for clarification, each employee is assumed to understand the responsibilities assigned to the position which he or she occupies.

11.05 EMPLOYEE PERFORMANCE EVALUATION

Supervisory personnel shall conduct a written performance evaluation of and an evaluation interview with each City employee at the end of the probationary six-month period, as well as when directed by the City Manager.

Performance evaluations have the primary purpose of improving the employee's understanding of his or her progress on the job and the department head's understanding of the employee's viewpoints about factors that affected his or her performance during the period covered by the evaluation. Scheduled evaluations provide a required opportunity to assess progress and to plan for future performance improvements but should never replace day-to-day communication between department head and employee regarding performance expectations, actual performance, and guidance in correcting performance deficiencies.

The performance evaluations are used for development purposes in identifying strengths and

weaknesses and making plans for future performance improvements, as well as determining an employee's training needs and whether disciplinary action is warranted for poor performance. Additionally, performance evaluations may be used when considering any pay increases for employees.

A performance increase is an advance to a higher step in the same pay group. A performance increase cannot increase an employee's salary beyond the maximum for the pay group of the position and normally can be granted only when funds are set aside by the City Council in the budget for this purpose.

Performance increases are not used to recognize increased duties and responsibilities (a promotion) or longevity and are granted without regard to cost-of-living factors. Performance increases recognize outstanding performance and thus are granted in conjunction with a performance evaluation of the employee, the results of which are one factor used in performance pay decisions. Any performance increases must be approved by the City Manager within authorized budget limits. If an employee fails to achieve performance that, at minimum, meets expectations, he/she shall be ineligible for a performance increase until the next performance review is completed, provided that the subsequent performance review indicates an acceptable level of improvement in performance.

Performance evaluation records are maintained in each employee's personnel file. Additionally, an employee shall be given a copy of each evaluation report as soon as it is complete.

11.06 EMPLOYEE ACTION WARRANTING PERFORMANCE MANAGEMENT AND/OR DISCIPLINARY ACTION

In the event of employee misconduct, the City Manager or Department Head, following consultation with an employee's supervisor, may take appropriate disciplinary action. Some employee behaviors or actions that may result in disciplinary steps include, but are not limited to, the following:

- Insubordination.
- Absence Without Leave including absence without permission, failure to notify a supervisor of sick leave, and repeated tardiness or unapproved early departure.
- Endangering the safety of the employee and/or other persons through negligent or willful acts or horseplay.
- Use of alcohol or drugs in the course of employment, in a City vehicle, on City property, or while representing the City, including but not limited to conduct that may affect the performance or safety of the employee or another person(s).
- Unauthorized use or theft of public funds or property.
- Violation of the City's policy concerning workplace violence and weapons.
- Falsification of documents, records, or reports.
- Unauthorized use of official Information or unauthorized disclosure of confidential

information.

- Unauthorized or abusive use of official authority.
- Violation of the City's harassment and discrimination policy.
- Failure to observe the City's policies regarding communications with the public.
- Incompetence or neglect of duty.
- Disruptive behavior that impairs the performance of others; or
- Any other violation of any of the requirements of these personnel policies, any conduct that negatively effects the public's perception of the City, or any violation of departmental policies adopted in accordance with these policies.

11.07 DISCIPLINE/PERFORMANCE IMPROVEMENT

The City may take disciplinary action, up to and including termination, towards an employee at any time. The severity of the discipline depends upon the nature of the infraction and any previous infractions.

The City may issue discipline as follows:

Oral Warnings

Supervisors shall use oral warnings to clarify the standards of acceptable conduct or performance, and to identify the disciplinary consequences if the problem is not corrected after informal counseling or where the action is of a nature that the supervisor believes a verbal reprimand is necessary. These warnings are maintained by the department head.

Performance Improvement Plans

The City Manager or the employee's department head may institute a Performance Improvement Plan when an employee's performance does not meet the expectations or requirements of the job. The plan is a tool to address performance problems by providing counseling or additional training. The plan, when appropriate, may be used in conjunction with other corrective actions. However, the existence of this remedy does not create any entitlement or expectation for an employee to utilize these options. This option is solely at the discretion of the department head or City Manager. A copy of the Performance Improvement Plan should be maintained in the employee's personnel file.

Written Reprimands

When oral warnings fail to modify the employee's behavior or performance or if the seriousness of the violation warrants, then the department head may issue a written reprimand to the employee. The written reprimand shall describe the deficiency or infraction involved and may state the likely consequences of further unsatisfactory performance and/or conduct. Upon issuing a written reprimand, the department head must in all cases transmit the applicable documentation through the City Manager to the employee's personnel file.

Suspension

When an employee continues to fail to meet performance expectations or has committed a

serious policy violation, at the discretion of the department head, after consultation with Human Resources, an employee may be suspended without pay for up to thirty (30) days.

Performance-Based Demotion

When an employee has failed to perform the essential duties of a position or for improper conduct, at the discretion of the department head, after consultation with Human Resources, an employee may be subjected to a performance-based demotion. A reduction in pay and/or a change in job classification will accompany a performance-based demotion.

Separation by Involuntary Termination

Involuntary termination may be appropriate and necessary for violating any of the City policies including, but not limited to, those listed herein, or when an employee fails to demonstrate the leadership effectiveness, technical skills, or knowledge required to perform one or more essential functions of a position.

Procedures: Notice, Pre-Disciplinary Meeting, Written Notice of Disciplinary Action, Appeals

Except in the case of oral warnings, the supervisor, department head, or City Manager must issue written notice to the employee prior to imposing disciplinary action. Notice includes a description of the reason for the action and, except in the case of dismissal, states the likely consequences of further unsatisfactory performance or conduct. Written notice of disciplinary action is included in the employee's personnel file.

A department head has the authority to reprimand, suspend, demote, or dismiss an employee. When one of these disciplinary actions is taken against an employee, the employee must be given written notice stating:

1. the type of disciplinary action taken, i.e., reprimand, suspension, demotion or dismissal;
2. the specific rule or rules violated;
3. the specific acts of the employee which were in violation of the rule;
4. the employee's right to appeal, if any, to a specific office within a specified time; and
5. the finality of the action if the employee fails to appeal within the specified time.

Before any disciplinary action of suspension, demotion, or dismissal is taken against a regular employee, the department head, or City Manager shall meet with the employee to allow the employee the opportunity to present to the department head or City Manager reasons why discipline should not occur. Reasons may be presented orally or in writing at the employee's option. The department head, or City Manager will provide the employee with a final decision in writing.

If the disciplinary action involves a termination, demotion, or suspension, a regular employee may appeal the disciplinary action by requesting an appeal meeting with the City Manager. The appealing employee shall request the meeting in writing and shall include in the request the following information:

1. A description of the basis of the appeal sufficient to reasonably apprise the City Manager of the nature of the appeal.
2. A description of any documentation or physical evidence which should be considered by the City Manager in determining the appeal;
3. A DESCRIPTION OF ANY CITY POLICY OR PROCEDURE, ORDINANCE, STATE OR FEDERAL LAW, IF ANY WHICH THE EMPLOYEE, IN GOOD FAITH BELIEVES MAY HAVE BEEN VIOLATED OR WHICH MAY BE RELEVANT TO THE APPEAL AS WELL AS A DESCRIPTION OF HOW THE PROVISION IS RELEVANT.

The request must be received in the City Manager's office not later than seven (7) calendar days after the effective date of the disciplinary action. If the disciplinary action involved termination and the appealing employee timely requests an appeal meeting, the employee's status between the effective date of disciplinary action and the date of the final decision on the appeal constitutes an indefinite suspension without pay.

The meeting will be before the City Manager. The Director of Human Resources shall notify the appealing employee either (1) by certified mail, return receipt requested, addressed to the employee's address of record or (2) by personal, hand delivery, of the location, date, and time of the meeting. The City Manager shall conduct the meeting within thirty (30) calendar days from the date of the employee's request for a meeting, unless both City Manager and the appealing employee agree upon a postponement.

The appealing employee is entitled to appear in person at the meeting, to be represented by legal counsel, and to present to the City Manager information relevant to the appeal.

The City Manager shall decide the appeal within fifteen (15) calendar days after completion of the meeting, unless such time is extended in writing by the City Manager. The City Manager shall affirm or reverse the discipline at their discretion and their decision shall be final. If the finding is in the employee's favor, the City Manager may award the appealing employee back pay and all benefits or may substitute other appropriate disciplinary action. The Director of Human Resources shall notify the appealing employee of the decision by certified mail, return receipt requested, addressed to the employee's address of record or by personal, hand delivery. The City Manager's decision on the appeal is final.

Employees who are suspended, demoted or dismissed by the City Manager shall have no right to appeal.

Disciplinary action does not automatically or permanently disqualify an employee from consideration for future promotion, pay increases, commendations, or other beneficial official personnel actions.

11.08 GRIEVANCES

It is the policy of the City, insofar as possible, to prevent the occurrence of grievances and to deal

promptly with those which occur. No adverse action will be taken against an employee for utilizing this grievance policy.

A grievance may be filed by an employee for any alleged violation or inequitable application of rules, regulations, procedures or policies of the City, or of state or federal law. A grievance is a dispute between two or more employees, or between a supervisor and an employee concerning interpretations or applications of any provisions of rules, regulations, procedures or policies relating to work which adversely and directly affects the aggrieved employee. The grievance procedure may not be used to complain about disciplinary action.

The City follows a progressive grievance procedure that ensures the employee receives due process in the City's consideration of his or her work-related grievances, including the right to be represented, the right to mount a defense, and the right to present written response(s) regarding resolution of the grievance.

In accordance with this section, an employee may appeal the decision of a supervisor to a department head and, through the chain of command, to the City Manager. The decision of the City Manager is final.

The following procedures are applicable to employees:

Informal Grievances

The first step in the grievance procedure is for the employee to attempt to resolve the grievance by informal conference. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the employee, he or she may file a formal, written grievance.

Formal Grievances

Formal grievances must be in writing, signed by the employee, and presented to the employee's supervisor (if brought against a peer) or department head (if brought against a supervisor) within thirty (30) calendar days after the alleged grievance occurred. Should an employee have a grievance against his or her department head, then the employee should file the grievance with the next higher level of supervisor. The grievance document shall include the following:

- The names of each individual involved in the grievance, either as a party whose action is subject to the grievance or as a witness;
- A description of the basis of the grievance sufficient to reasonably apprise the decisionmaker of the nature of the grievance, including an identification of the applicable policy provision alleged to have been violated;
- A description of any documentation or physical evidence that should be considered in determining the grievance;
- IF A GRIEVANCE INVOLVES A VIOLATION OF LAW, A DESCRIPTION OF THE LOCAL, STATE OR FEDERAL LAW, IF ANY, WHICH THE EMPLOYEE IN GOOD FAITH BELIEVES HAS BEEN VIOLATED OR MAY BE RELEVANT TO THE APPEAL AS WELL AS A DESCRIPTION OF HOW THE PROVISION IS RELEVANT TO THE GRIEVANCE; and

- A statement of the specific remedial action requested by the employee.

Representation

An employee may be represented throughout the grievance process by a representative of his or her choosing, including another City employee.

Initial Decisionmaker Duties

After being presented with a written and signed grievance, the initial decisionmaker, whether the supervisor, department head, or higher level of authority, will (1) consult with the employee and such other persons as may be necessary to gather the facts; (2) notify the City Manager of the grievance; (3) attempt to resolve the grievance with the employee and, if requested by the employee, with the employee's representative; and (4) communicate the decision to the employee in writing within ten (10) calendar days after receipt of the grievance, sending a copy of the decision to the City Manager. If the matter is resolved at this level, a written record of the grievance, the initial decisionmaker's determination, and any action resulting from the grievance becomes part of the employee's permanent record.

Appeal

If the employee either receives no written decision from the initial decisionmaker within ten (10) working days from the date the grievance was filed or is not satisfied with the proposed resolution, the employee must deliver to the City Manager a written statement notifying the City Manager of the employee's desire for an additional review of the grievance within five (5) calendar days. The City Manager will review the facts and the file, meet with the parties involved, and respond in writing to the employee within fifteen (15) working days of the date the appeal was received in the City Manager's office, unless such time period is extended in writing by the City Manager. The decision of the City Manager is final. A written record of the grievance, the initial decisionmaker's determination, and the City Manager's determination will become part of the employee's permanent record.

Maximum Time Periods

At each stage of the grievance process, the time periods specified are maximums. Grievances should be dealt with promptly and written responses provided as quickly as possible, preferably within ten (10) working days in simple grievance matters.

Grievances Relating to Sexual Harassment or Discrimination

Any employee may file a grievance related to alleged sexual harassment or discrimination on the basis of race, religion, color, sex, national origin, age, or disability. Any complaint relating to harassment shall be filed in accordance with Article 8: Anti-Harassment Policy. The grievance relating to discrimination should be filed according to the procedure set forth in this section.

Documentation

A copy of all documentation relating to the grievance will be forwarded to the Director of Human Resources' office immediately upon conclusion of each step in the grievance process to be placed in the employee's personnel file.

Requirement for Appeal if Dissatisfied

If the employee is dissatisfied with any decision during the grievance process, he or she must appeal to the next step within the established period. Failure to appeal is a determination that the employee is satisfied with the last decision.

ARTICLE 12

SEPARATION FROM EMPLOYMENT

12.01 TYPES OF SEPARATIONS

All separations of employees are designated as one of the following types:

- Resignation
- Retirement
- Reduction in Force
- Dismissal
- Disability
- Death

12.02 RESIGNATION

An employee who intends to resign must notify his or her supervisor, in writing, of the date on which he or she wishes resignation to be effective. This notice should be given at least ten (10) working days prior to the employee's last day of employment. The supervisor is responsible for notifying the City Manager within 24 hours of receiving this notice.

An employee who resigns without sufficient notice is subject to having a written reprimand placed in his or her file documenting this violation of personnel policies, unless there is a valid reason for not giving sufficient notice that is approved by the City Manager. It may result in a "not in good standing – separation" status.

An absence of three (3) or more working days without proper notice to the city constitutes abandonment of position and will be treated as a voluntary resignation not in good standing, and the employee will not be eligible for rehire unless the City Manager determines otherwise and notes the same in the employee's personnel file.

Failure to return from a leave of absence, regardless of the reason for the leave of absence, as arranged with the City constitutes abandonment of position and will be treated as a voluntary resignation not in good standing, and the employee will not be eligible for rehire.

Failure to return from reduction-in-force upon recall constitutes abandonment of position and will be treated as a voluntary resignation not in good standing, and the employee will not be eligible for rehire.

Absence in Excess of 9 Months

Except for first responders on injury leave, an employee who is absent from work for more than 180 calendar days, for any reason, will be terminated, except as provided below. Brief

appearances at work during an overall absence of 9 months will not prevent the City from terminating an employee if determined to be in the City's best interest due to needs of the organization. Likewise, any employee who reports to work (e.g., in a modified duty capacity) but is unable to perform the duties of his or her actual position following a period of 9 months may be terminated.

Nothing in this policy guarantees an employee ongoing employment for 9 months (or for any other period of time) if it is determined that the employee will be unable to return to full duty within a 180-day period. The City may elect to end the employee's employment before the expiration of 9 months if it is unlikely that the employee will be able to return to full duty at the end of 9 months. An employee who has a paid leave balance remaining at the end of 9 months will be terminated and paid for the leave balance. This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act.

The City, at its option, may elect to accept a resignation immediately.

12.03 RETIREMENT

The same notice requirements for resignation apply in the case of retirement except that a minimum of thirty (30) days advance notice is required to start retirement payments promptly.

See Section 5.01 of these policies under the main heading of Employee Benefits for additional information on retirement.

12.04 REDUCTION IN FORCE

An employee may be terminated when his or her position is abolished, when there is a lack of funds, or when there is a lack of work.

When a regular employee who has completed the probationary period is dismissed as a result of a reduction in force, he or she will be given a minimum of two weeks' written notice and paid in full to the time of discharge, including accrued benefits. When reductions in force are necessary, decisions on individual separations will be made after considering (1) the relative necessity of each position to the City, (2) transferability of the employee's skills to remaining positions with the City, and (3) the employee's length of service with the City. In addition, the department head may attempt to guide the employee to any available suitable job openings in the area for which the employee qualifies.

Former employees who have been affected by a reduction in force may apply for any future open City positions. Qualified former employees will be given priority in the event of a vacancy. If hired, they would be treated according to the policy in Article 4.08, Prior Service with the City.

12.05 DISMISSALS

Dismissal During Probationary Period

At any time during the Probationary period, a new regular employee may be dismissed if, in the department head's opinion, based upon a recommendation of the employee's supervisor, and after consulting with Human Resources, the employee is either unable or unwilling to perform the duties of the position; if the employee's dependability does not merit continuance of City employment; or for other reasons as provided elsewhere in these policies. Release during the probationary period is not appealable and the employee does not have the right to a pre-termination meeting.

12.06 DISABILITY

In cases of long-term disability where an employee is unable to return to work for a period of time that would cause an undue hardship to the City to hold the position open, and if no position is available that the employee could perform with or without a reasonable accommodation, the employee will be separated from employment with the City. (See section 13.02 for additional information.)

12.07 DEATH

If a City employee dies, his or her estate receives all pay due and any earned and payable benefits as of the date of the death unless a specific beneficiary for unpaid compensation has been named by employee in a signed and notarized designation filed with the city. If probate is not opened, the legal heirs may apply for payment and shall be requested to provide proper indemnification and execute all documents the City deems necessary to issue payment of any earned and payable benefits or wages.

12.08 CALCULATION OF SEPARATION PAY

Upon voluntary separation from City employment, a regular employee who has completed at least one year of continuous employment will be paid for accrued unused vacation leave up to the maximum allowable accumulation limit.

Payment for accrued unused vacation leave balances will be included in the employee's final paycheck and will be calculated in the following manner:

The total work time and allowable vacation will be calculated as a total number of hours for which compensation is due and paid at the employee's regular hourly rate in effect at the time of termination. The employee's regular hourly rate will be determined for most employees by dividing the employee's regular annual salary amount by 2080 hours per year.

To determine the regular daily rate of pay for police officers and employees of other around-the-clock operations, the employee's annual salary (excluding overtime pay) will be divided by 365 days per year. The result is the employee's regular daily rate. To determine the number of days of vacation, employee's total accrued vacation will be divided by eight or twelve (depending on

the position, the number of hours in a normal workday). The result is the number of days' pay due. The total number of days' pay due for vacation will be multiplied by the employee's regular daily rate. The result is the lump sum due the employee for accrued vacation.

For non-exempt employees, any overtime hours worked during the employee's final pay period, which have not been compensated through any of the time-off methods described under the ***Overtime Compensation*** section in these policies, will be paid in the final paycheck at a rate of one and one-half times the employee's regular hourly rate for each overtime hour worked.

Unused Sick Leave will be canceled upon termination of employment, and the employee will not be compensated for it.

The employee will receive his or her final paycheck on the next regularly scheduled payday following his or her last day of employment.

12.09 DOCUMENTATION/EXIT INTERVIEWS

Reason(s) for a separation are stated in writing, signed by the City Manager, and except in unusual or emergency circumstances, initialed by the employee. The department head of an employee who is separated shall discuss with the employee the reason(s) for the separation in an exit interview whenever possible. In addition, the exit interview record, which is conducted by the Director of Human Resources, is important and may be instrumental in determining the City's liability, or lack of liability, for unemployment insurance costs.

12.10 CONTINUATION OF GROUP INSURANCE

The federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA) provides individuals with the option of continuing group health insurance coverage, under specified conditions and at the individual's full expense, beyond the date which the insurance would otherwise terminate.

ARTICLE 13

PROFESSIONAL DEVELOPMENT

13.01 GENERAL POLICY

The City encourages its regular full-time and part-time (at least 20 hours per week) employees to take advantage of educational or training opportunities and professional memberships which are related to and will enhance the performance of their work with the City.

An employee's department head and the City Manager must approve educational and training courses that require payment by the city, release from city duty, or which might interfere with the employee's duties for the city.

13.02 REQUIRED ATTENDANCE AT SEMINARS AND CONFERENCES

When the City requires an employee to attend any educational or training course, conference, or seminar, the City will provide the necessary time off with pay and will reimburse the employee for associated costs, including tuition or registration fees, hotel costs, and/or airline or other public transportation costs. See additional information in Article 15 sections of these policies regarding **Travel and Subsistence**.

13.03 PROFESSIONAL MEMBERSHIP AND SEMINARS

Subject to the prior approval of the City Manager, an employee who joins a professional association related to his or her work at the City may be reimbursed for dues and necessary travel expenses when meetings are judged to offer special training or information of value to the employee in his or her work at the City. Likewise, subject to the City Manager's prior approval, an employee may be reimbursed for conference or seminar expenses if the conference or seminar is related to his or her work and proper authorization is obtained in advance.

ARTICLE 14

TRAVEL AND SUBSISTENCE

14.01 GENERAL POLICY

The policy of the City is that employees are to be reimbursed fully for necessary and reasonable job-related expenses incurred in the authorized conduct of City business, including business-related travel. All travel expenses are subject to requirements of documentation and reasonableness, and will be honored in conformity with adopted policies, provided that the travel was properly authorized and that funds are available in the department's budget. In some cases, the City may prepay such expenses as registration fees, hotel costs, and/or airline or other public transportation costs directly to the entity involved.

Expenses that are not permitted under the terms of grants, contracts, or agreements with other agencies will not be charged as costs to those grants, contracts, or agreements.

14.02 SUBSISTENCE EXPENSES

Employees engaged in necessary and authorized travel in the conduct of City business will be reimbursed for actual costs of reasonable and documented expenses necessary to conduct business for the City. Reimbursable subsistence expenses will generally be for food (based on Federal Per Diem rates found), registration, lodging, official business telephone calls, parking, tolls, transportation, and reasonable gratuities. The City pays only the single room rate for hotel/motel rooms. If a double room is required, the employee will pay the difference between the single and double room rate. If two employees share a double room, the double room rate is allowable. Under certain circumstances, when the City is host to other jurisdictions, or when special facilities are required, the cost of a suite may be authorized as an allowable expense.

The exception will be those employees who have been issued a City credit card and, in that circumstance, all expenses will be charged to the credit card and the employee will be responsible for submitting receipts accounting for all expenses paid.

14.03 PERSONAL VEHICLES

Where use of a personal vehicle is judged to be the most reasonable means of transportation to conduct official City business, reimbursement will be at the maximum rate allowed by the Internal Revenue Service for personal vehicle use for business purposes. Employees are expected to report the shortest distance between point of departure and destinations for all travel. Travel between an employee's residence and the City office is not eligible for reimbursement.

14.04 EXCEPTIONS

Employees who receive monthly automobile allowances are not eligible for mileage reimbursements for travel within the City area. Employees who travel in a City-owned vehicle will be reimbursed for documented fuel costs, oil, or other expenses related to the safe operation of the vehicle that were necessary during the course of the employee's use of the vehicle.

When two or more employees travel in single automobile, only one employee will receive per-

mile or other automobile reimbursements.

Conference registration checks will be made payable only to organization sponsoring the conference.

14.05 PROHIBITED EXPENDITURES

Costs of personal entertainment, spouses' expenses, amusements, social activities, alcoholic beverages, traffic citations, or illegal activities are not allowable for reimbursement. There may be instances in which business or conference social activities beneficial to the City are allowable expenses. Such instances must be approved by the City Manager after consultation with the City Attorney.

14.06 EXPENSE REPORT

Within five (5) days of the date the travel was concluded, an employee must complete an expense report form documenting any actual expenses incurred on the trip which were not prepaid directly by the City to the entity involved. The City will issue a reimbursement check to the employee for allowable out-of-pocket expenses. All receipts must be attached to the expense report. Failure to provide receipts shall be cause to deny reimbursement. All reimbursements must be approved by the department head.

Appendix A - Receipt of Personnel Manual

City of Alvarado Personnel Policy

EMPLOYEE ACKNOWLEDGEMENT

I hereby acknowledge receipt of the City of Alvarado Personnel Policy Manual and further acknowledge my responsibility to read, understand, and abide by all current and future revisions of the “City of Alvarado Personnel Policy Manual.”

I further understand that the City of Alvarado periodically updates this policy and that the most current version always supersedes any previous version and that I can request a copy of the manual from the Director of Human Resources at any time.

Printed Name: _____

Signature of Employee: _____

Date Signed: _____

Appendix B - Anti-Harassment Policy Acknowledgment and Complaint Form

I hereby acknowledge receipt of the City of Alvarado Anti-Harassment Policy contained in the City of Alvarado Personnel Policy Manual as well as a copy of the Harassment Complaint Form. I understand that I am responsible for reading, understanding, and complying with such policy and any amendments or modifications thereto.

I further agree to comply with and follow the policies and procedures set forth in the City of Alvarado Anti-Harassment Policy. I agree to follow the procedures established by said policy and any amendments or modifications thereto throughout my employment with the City of Alvarado.

Printed Name: _____

Signature of Employee: _____

Date Signed: _____

City of Alvarado Harassment Complaint Form

Your Name: _____ Date: _____

Title: _____ Phone Number: _____

Department: _____

Complaint Information

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Please describe the incident in detail:

If there are others who have witnessed the incident, please provide their names and phone numbers below:

Is this the first time you have raised this concern about this person?

____ Yes ____ No

Do you have any suggestions for resolving the complaint? If so, please explain.

Do you have any additional information or complaints? If so, please explain.

Signature: _____

Print Name: _____

Appendix C – Payroll Deduction Authorization Agreement

I, _____ (print name) hereby agree, consent, and authorize the City of Alvarado to deduct from any payroll checks or deposits or other payments due me, for the following:

1. Any costs associated with Employee's use of the City of Alvarado's office supplies, postage, or other City property or equipment other than use in connection with City business.
2. Any amounts due and owed to the City of Alvarado by reason of fraud, embezzlement, theft, or any unauthorized use of any City property, goods, services, or other assets by Employee.
3. Any amounts owed for the value of any City property that has not been returned to the City of Alvarado by Employee upon termination, including but not limited to uniforms, equipment, supplies, etc.
4. Any sums due and owing to the City of Alvarado from Employee for Employee's portion of any benefit plan established by or participated in, including but not limited to, medical insurance or retirement plans, or any other employee benefits.
5. Any and all amounts that are required by law through attachment, garnishment, levy, withholding or other legal or judicial process to be paid by the City of Alvarado to others on behalf of or for the benefit of Employee, including but not limited to wages or salary that are garnished or attached by state or federal agencies for payment of child support or other obligations.
6. Reimbursement for overpayment.

I agree that any and all applicable deductions including but not limited to those listed above, may be withheld from any paycheck or other payment due me throughout my employment with the City of Alvarado or upon termination of employment with the City of Alvarado, whether the termination is voluntary or involuntary.

I further specifically agree and acknowledge that in the event the City of Alvarado does not withhold any amount due and owing from any payroll check or payment, the City of Alvarado has not and does not in any way waive or otherwise modify or limit its ability to make deductions from subsequent payroll or other checks or payments or to pursue any other remedy or proceeding to collect sums alleged to be due from me. I agree and acknowledge that the City of Alvarado may make or not make deductions from any payroll or payment check in its sole discretion and is not in any way limited for not doing so.

Further, in the event the amounts due to the City of Alvarado exceed the available amount of payroll or paycheck in any pay period, the Employee shall, upon request from the City of Alvarado make such additional payment to the City to extinguish in the full amount due and owing to the City of Alvarado for any excess due.

Employee Signature

Date: _____

Appendix D - Non-Disclosure/Confidentiality Acknowledgement and Agreement

I understand that as an employee of the City of Alvarado, I may become aware of, process, or otherwise learn confidential or proprietary information concerning the City, its customers or employees. I understand that as an employee of the City of Alvarado I have an obligation to the City to keep confidential and not to disclose any and all confidential information that I learn or may become aware of as a result of my position with the City, unless otherwise required by law to disclose.

I further agree that I will not disclose or remove City of Alvarado property (either physically, by copying or transferring electronically) an confidential or proprietary information of either the City of Alvarado, its customers or employees, including but not limited to any materials, documents, data, software, correspondence or communications, emails (electronic or written), notes or otherwise which relate to, concern, or belong to the City of Alvarado, its customers or employees without express written permission of the City Manager.

I agree that confidentiality of information and my agreement not to disclose that information and to maintain such confidentiality shall continue even after I am no longer employed by the City of Alvarado.

I understand that violations of the Non-Disclosure/Confidentiality Agreement will not be tolerated and will subject me to disciplinary action, up to and including termination by the City of Alvarado and may also subject me to individual liability and legal liability.

I confirm that I have read the above statements and agree with them and will in all respects adhere to all of terms of this Non-Disclosure/Confidentiality Agreement throughout and after my employment with the City of Alvarado.

Printed Name: _____

Employee's Signature: _____

Date: _____

Appendix E - Public Access Option

CITY OF ALVARADO, TEXAS ELECTION TO DISCLOSE OR KEEP CONFIDENTIAL CERTAIN INFORMATION ALLOWED BY TEXAS PUBLIC INFORMATION ACT

The Public Information Act allows each current or former official or employee of a governmental body to choose whether to allow public access to the information in the custody of the governmental body that relates to the person's home address, home telephone number, social security number, emergency contact information, or whether the person has family members.

Each current or former employee or city official shall state their choice to allow or disallow disclosure of any of the above matters in writing not later than the 14th day after which the person begins employment, appointment, or election, or ends service with the governmental body.

If you choose not to allow public access to the information, the information is protected in accordance with applicable law. If you fail to state your choice within 14 days, the information is subject to public access and disclosure. If you wish to change your decision to allow or disallow public access, you may do so at any time by written request to the Director of Human Resources of the City.

After checking the appropriate boxes, please sign, print your name and date on the lines provided and return this form to the Director of Human Resources.

I choose that public access to the following be kept confidential or disclosed as checked:

Home Address:	☐ Confidential	☐ Authorize Disclosure
Home Telephone Number:	☐ Confidential	☐ Authorize Disclosure
Emergency Contact Info:	☐ Confidential	☐ Authorize Disclosure
Social Security Number:	☐ Confidential	☐ Authorize Disclosure
Family Members:	☐ Confidential	☐ Authorize Disclosure

Signature

Printed Name

Date

Appendix F - Smoking/Tobacco Use Policy

Acknowledgement

Purpose

Studies have shown that smoking and other tobacco use causes serious health problems in humans. Further, improperly disposing of smoking materials has been determined to be a fire hazard. The purpose of this Policy, therefore, is to safeguard the health and safety of employees and members of the public and to reduce the effects or other hazards caused by tobacco use.

Policy

Smoking and tobacco use by employees and the public is restricted by the guidelines set forth below. The policy is designed to protect all persons from unwanted exposure and the harmful effects of tobacco products.

Procedures

- 1) Smoking and other tobacco use by employees is prohibited in all City of Alvarado owned and operated vehicles, buildings, and facilities.
- 2) In addition to the above prohibitions, smoking and other tobacco use is also prohibited in the following areas:
 - a. Within 25 feet of any doorway, entryway or window of any City owned property or property used by City of Alvarado employees
 - b. Within 100 feet of any fuel island and/or fuel storage facility
 - c. In any City owned vehicle
 - d. In personal vehicles used on City of Alvarado business when the vehicle is occupied by more than one person.
- 3) Signs and lettering will be posted on all City of Alvarado buildings stating, "No Smoking."
- 4) The City Manager may make an exception to this policy in writing at his or her sole discretion upon written request by a department head.

Definitions

Smoking and Tobacco Use - the smoking, vaping, or use of any tobacco products, including but not limited to, cigarettes, cigars, spit and smokeless tobacco, chew, snuff, snus, electronic cigarettes and other non-FDA approved nicotine delivery devices.

Responsibility

It is the responsibility of those who choose to use tobacco materials to do so following the guidelines above. It is the responsibility of supervisors to monitor adherence to this policy. New employees should be made aware of this policy. All employees of, and contractors of the City of Alvarado are expected to comply with this policy. Non-compliance with this policy will result in corrective action.

Smoking Cessation

Employees who are interested in quitting the use of tobacco products should review their Medical Benefits Covered Expenses document regarding Nicotine Replacement Therapy.

Acknowledgement:

I have read the attached revised Section 11.04 from the personnel policy, and I have had my questions answered. I understand the section and acknowledge my rights and responsibilities related to it.

Printed Employee Name: _____

Employee Signature: _____

Date: _____

Appendix G - Social Media Policy Acknowledgement

ACKNOWLEDGEMENT AND UNDERSTANDING OF
City of Alvarado
Employee Social Media Policy

I have received my copy of the City of Alvarado Employee Social Media Policy. I know that I must read the policy so that I understand my rights and responsibilities as an employee of the City of Alvarado.

I also understand I may contact the City Manager if I need additional information about this or any other policy or procedure of the City of Alvarado.

Printed Employee Name: _____

Employee Signature: _____

Date: _____

This page is to be submitted to the Director of Human Resources and will become a part of your employment file.

Thank you.

Appendix H – Minor’s Employment Release*

City of Alvarado

With few exceptions, you have the right to request, receive, review and correct information about yourself collected using this form.

State of Texas, County of Johnson:

I/We _____ and _____
Parent or legal guardian name (please print) Parent or legal guardian name (please print)

of _____, _____, Texas, being the parent(s) or legal
City Name County Name

guardian(s) and also having the legal custody of _____
Minor name (please print)

born on _____ do hereby give my/our full and unconditional consent for
Minor birth date

_____ to accept employment as _____
Minor Name Position (please print)

and receive compensation from the City of Alvarado, Texas. Any changes to Minor’s position must be approved again in writing. I/We hereby release and waive all liability accruing because of his/her accepting employment which he/she is a minor and authorize any emergency medical treatment as needed.

Parent or legal guardian signature

Parent or legal guardian signature

Signature Date

***All employees are required to submit employment eligibility documentation required by federal immigration laws. A Minor’s Employment Release and age documentation must be maintained on any employee younger than 18 years of age.**

DOCUMENT REVISION HISTORY

VERSION	DATE	APPROVAL AUTHORITY	REVISION
#1	11/18/2024	City Council	Full Rewrite