



CITY OF BRADY COUNCIL AGENDA REGULAR CITY COUNCIL MEETING JANUARY 23, 2024, 6:00 PM

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at **6:00 p.m. January 23, 2024**, at the City of Brady Municipal Court Building located 207 S. Elm St., Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Aaron Garcia
Mayor

Larry Land
Council Member Place 1

Missi Elliston
Mayor Pro Tem
Council Member Place 2

Jeffrey Sutton
Council Member Place 3

Felix Gomez, Jr.
Council Member Place 4

Gabe Moreno
Council Member Place 5

Erin Corbell
City Manager

Tina Keys
City Secretary

Sharon Hicks
City Attorney

MISSION

The City of Brady strives to share its history and encourage the development of diverse housing, employment, infrastructure, and opportunity through transparent management and financing for all residents and employees.

1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS: Reserved for items NOT listed on the agenda

Please limit individual public comments to three (3) minutes. In accordance with TX AG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.

4. CONSENT AGENDA: Reserved for routine items to save time

Any item may be removed from the Consent Agenda at the request of a Council Member and considered separately following the Consent Agenda approval. All items listed on the Consent Agenda are to be with one motion "Move to approve Consent Agenda."

- A. Approval of Minutes for Regular and Work Session Meetings on January 9, 2024

5. PRESENTATIONS

First Quarter Financial Report – FY 24

6. PUBLIC HEARING:

7. INDIVIDUAL CONCERNS

City Council Members are to deliberate the following items. Staff will present the item and are prepared to answer City Council Member questions. The Mayor will recognize Council Members as the council discuss the item so everyone is heard. Once the City Council Members finish discussion, the Mayor will recognize attendees who have comments. Attendees and council members need to direct comments to the Mayor as they are recognized. When all comments are complete, the Mayor will call for a motion.

- A. Discussion, consideration and possible action to approve the **second and final reading** of Ordinance 1373 repealing Ordinance 1198 regarding a youth curfew.
- B. Discussion, consideration and possible action on awarding engineering services agreement to Centurion Planning and Design, San Angelo, Texas to develop professional plans and specifications for public bidding purposes describing water main improvements for the Irish Addition.
- C. Discussion, consideration and possible action authorizing the city manager to execute a contract amendment with Pepper Lawson Waterworks, LLC (Construction Manager-at-Risk) for the radium reduction project to include a revised completion time and cost increase to guarantee maximum price (GMP) contract.
- D. Discussion, consideration and possible action on a resolution to request financial assistance from the Texas Water Development Board under the Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Program for securing funding for planning, design and construction for the replacement of lead service lines; to authorize the officers, staff and consultants to file an application, and other documents for financial participation in the program; and making certain findings in connection therewith.
- E. Discussion, consideration and possible action to award the purchase of a ¾ Ton Crew Cab F-250 4x4 Pickup Truck from Mac Haik Ford, Georgetown, Texas to be used as a Command Truck by the Fire Division (\$70,027)
- F. Discussion, consideration and possible action regarding adoption of the new City of Brady Personnel Manual.
- G. Status on the purchase of a Cab/Chassis with Pressure Digger Unit for the Electric Distribution fleet approved by City Council on March 21, 2023
- H. Discussion, consideration and possible action approving adoption of EMS Charity Care Policy

8. STAFF REPORTS

A. Monthly Financial / Utility Reports

B. Monthly Activity Reports: Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Municipal Court

C. Upcoming Special Events/Meetings:

January 28	Happy Birthday AARON GARCIA
February 6	Regular City Council Meeting, 6:00 p.m.
February 19	President's Day Holiday, City Offices Closed, Altered trash schedule
February 20	Regular City Council Meeting, 6:00 p.m.

9. ANNOUNCEMENTS

Pursuant to the Texas Government Code § 551.0415, City Council Members and City staff may make reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include: Expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; 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 public health and safety of people in the municipality that has arisen after the posting of the agenda.

10. EXECUTIVE SESSION

The City Council of the City of Brady will adjourn into Executive Session for the following:

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
- Pursuant to Section 551.086 (Deliberations, vote or final action about competitive matters of the public power utility), the City Council will deliberate, vote, or take final action on a competitive matter: Electric substations
- Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: Police Station / Fire Station

11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

Discussion, consideration or possible action as a result of Executive Session, if any

12. ADJOURNMENT

I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825; a place convenient and readily accessible to the public at all times, and said notice was posted on _____ by 6:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Tina Keys, City Secretary

In compliance with the American with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City facilities. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or tkeys@bradytx.us

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

The City Council of the City of Brady reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding prospective Gifts or Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), 551.086 (Deliberate, vote or take final action on competitive matters of the public power utility), and 551.087 (Deliberation regarding Economic Development).

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes written interpretation of the Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.104(c) and the meeting is conducted by all participants in reliance on this opinion.

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Work Session Meeting on Tuesday January 9, 2024 at 5:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Larry Land, Felix Gomez, and Gabe Moreno. City staff present were City Manager Erin Corbell, Police Chief Randy Batten, City Attorney Sharon Hicks and City Secretary Tina Keys.

1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM

Mayor Garcia called the meeting to order at 5:02 p.m. Council quorum was certified. Council Member Moreno arrived after a quorum was certified.

2. PUBLIC COMMENTS

There were no public comments.

3. INDIVIDUAL CONCERNS

- A. Discussion regarding Charter Review Commission items as requested by Council for consideration. Council Member Elliston commented that she was very impressed with Attorney Charlie Zech's comments at the joint meeting. Item will be brought back for further discussion.
- B. Discussion regarding Personnel Policy Manual.

City Manager Corbell said regarding residency and stand by pay, local government code prevents us from putting that in place for all employees. State law says it does not apply to municipal department heads appointed by council. Job descriptions can say preference is given to local residents. Attorney Hicks said appointed officials can be required to live in the city. Current employees would be grandfathered. Council Member Land asked what if we find somebody we want that is out of the area. Council Member Elliston said you incentivize them moving here, pay for moving expenses. Attorney Hicks said the residency requirement doesn't go in the charter. It's in the policy manual. You can add exceptions that could be granted by the city manager.

Council Member Moreno asked if there is anywhere in the personnel policy or charter that is clear who is an "executive officer. We're not quite sure who they are." Attorney Hicks said she would recommend it be in the personnel manual. City Manager Corbell said it can be defined as people appointed by council. Council Member Elliston clarified by saying City Manager, City Secretary, Police Chief, Fire Chief, Finance Director and Public Works Director. City Manager Corbell said the only other position that is appointed by Council is the Municipal Court judge. City Attorney Hicks said appointed department heads with the exception of the judge would be municipal officers of the city. The judge is the municipal officer of the court. The city council is the elected officials with the mayor being the chief executive officer. The others act individually. Council acts as a body. Council Member Moreno asked that the executive officers be listed in the personnel policy manual.

Council Member Elliston said she is glad the 10 or more minutes late was removed.

City Manager Corbell said on page 31 in yellow, we pay out vacation when someone leaves. Some cities do not pay vacation if they have been terminated for cause. Council Member Elliston said she is ok with paying that because they've earned that time. Mayor Garcia said if we terminate them something minor then he would be ok with paying their vacation. Attorney Hicks said we can add unused vacation time will be paid "unless employee is terminated for moral turpitude."

Council Member Moreno said on Page 20 – reclassification and review includes at least one city council, do we have that. City Manager Corbell said no, this would be new. Council Member Gomes asked regarding 19E – is that for all employees? City Manager Corbell said yes and said we started the review process late because the HR director was out for a while in December. Council Member Gomez asked about everybody getting raises. Council Member Elliston said people are getting raises when they go to the next step on the step program. Mayor Garcia said it's his understanding that everyone gets a 3% COLA and others if they're doing really great, can get moved up and get a raise. City Manager Corbell said maybe we can just use the step scale to determine where an employee is started, and council can look at increases during budget. The step scale can just be a hiring document. City Attorney Hicks said the performance increases can vary from 2% to 5%. Council Member Gomez said if employees are trained well and have a good evaluation, that leads to good customer service. If the employees don't know what they're doing wrong, they won't try. They have to know what their expectations are. Council Member Moreno said he likes having the minimum COLA increase then the City Manager can add additional. Mayor Garcia said it needs to be clear on what we're doing and why. City Manager Corbell said the step scale will be used for new hires only. Council Member Elliston said she still feels like employees with 20+ years of service should be awarded an additional 5 days vacation. It's incentive to keep employees long term. All were ok with it. City Manager Corbell mentioned the section on concealed handguns, page 60 – Council Member Elliston said she does not want to prohibit the carrying of concealed handguns. Key people on our staff should be carrying. A lot of times our staff are sitting ducks and we've had threats, etc. Council Member Moreno said he doesn't necessarily feel you have to have a license. Council Member Elliston would not support open carry. City Attorney Hicks said concealed carry should have a license. City Manager Corbell said if they have their CHL, they've been through the appropriate training. Council Member Elliston said she feels like the city manager and the police chief should be part of the review. Council Member Moreno asked when the Personnel Policy Manual would be final. City Manager Corbell said she will bring it to Council on the 23rd for approval.

4. ADJOURNMENT

There being no further business, Mayor Garcia adjourned the meeting at 5:59 p.m.

Aaron Garcia, Mayor

Attest: _____
Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday January 9, 2024 at 6:00 p.m. with Mayor Aaron Garcia presiding. Council Members present were Missi Elliston, Gabe Moreno, Felix Gomez, and Larry Land. City staff present were City Manager City Manager Corbell, Public Works Director Steven Miller, Finance Director Lisa McElrath, City Attorney Sharon Hicks, Police Chief Randy Batten, and City Secretary Tina Keys. Also in attendance were Terry Phillips, Frank Lero, Jason Luna, Charles R. Bush, R.S. Bush and Tony Groves.

1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM

Mayor Garcia called the meeting to order at 6:08 p.m. Council quorum was certified.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Land gave the invocation, and the Pledge of Allegiance was recited

3. PUBLIC COMMENTS

There were no public comments

4. CONSENT AGENDA

- A. Approval of Minutes for Joint Meeting with Charter Review Commission on December 15, 2023 and Regular and Work Session meetings on December 19, 2023

Council Member Elliston moved to approve the Consent Agenda. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

5. PRESENTATIONS:

- State of the City – City Manager Erin Corbell showed her State of the City presentation to Council.
- USDA Community Funding – Jason Luna presented to council and said \$50,000 is the limit for the grant. Loans would be at approximately 3% for 40 years. They can help with some of the smaller items in a new building. They do a lot of police vehicles. They can help with the costs of equipment. It’s very broad and can be used for a lot of things. They also have a home repair program for low-income households.

6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING

There were no public hearings

7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action regarding the second and final reading of Ordinance 1363 of the City of Brady, Texas to allow the open consumption of alcohol on the sidewalks adjacent to the property located at 202 W. Main St. City Manager Corbell presented. Council Member Gomez moved to approve the second and final reading of Ordinance 1363. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- B. Discussion, consideration and possible action approving the first reading of Ordinance 1373 repealing Ordinance 1198 regarding a youth curfew. City Manager Corbell presented. Council Member moved to approve the first reading of Ordinance 1373. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

- C. Discussion, consideration and possible action regarding Interlocal Agreement with McCulloch County for labor and equipment sharing to improve/maintain infrastructure of public facilities. Steven Miller presented. Council Member Elliston moved to approve agreement. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

8. STAFF REPORTS

A. Upcoming Special Events/Meetings:

January 15	Martin Luther King Holiday – City offices closed, altered trash schedule
January 17	Good News Luncheon, 11:30, TruCountry Ballroom
January 23	Work Session Meeting, 5:00 – NOTE DATE CHANGE – 4th TUESDAY
January 23	Regular City Council Meeting, 6:00 - NOTE DATE CHANGE – 4th TUESDAY
January 28	Happy Birthday AARON GARCIA

9. ANNOUNCEMENTS

There were no announcements.

10. EXECUTIVE SESSION

The City Council of the City of Brady adjourned into Executive Session for the following:

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
- Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: Police Station / Fire Station

Regular session was recessed at 6:42 p.m. Executive Session was opened at 6:50 p.m. and closed at 7:08 p.m. Regular session reconvened at 7:08.

11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

There was no action as a result of Executive Session.


12. ADJOURNMENT

There being no further business, Mayor Garcia adjourned the meeting at 7:09 p.m.

Aaron Garcia, Mayor

Attest: _____
Tina Keys, City Secretary

**City Council
City of Brady, Texas
Agenda Action Form**

AGENDA DATE:	1-23-24	AGENDA ITEM	5.
AGENDA SUBJECT:	First Quarter Financial Report – FY 24		
PREPARED BY:	Lisa McElrath	Date Submitted:	1-11-24
EXHIBITS:	Financial Report as of December 31, 2023 Fund Balance and Cash Reconciliation Reconciled Cash and Utility Billing Summary Sales Tax Chart by Fiscal Year Utility Customer Service Reports		
BUDGETARY IMPACT:	Required Expenditure:		\$00.00
	Amount Budgeted:		\$00.00
	Appropriation Required:		\$00.00
CITY MANAGER APPROVAL:			

SUMMARY:

Financial Reports for first quarter-end (25%) of FY 24 have been emailed to you for review and placed on the website for public view.

City Sales Tax collections through December 31, 2023 total \$288,558.17, and are in line at 28% of budget projections, with total collections being \$18,292 more compared to total collections at first fiscal quarter-end last year.

Current Property tax collections as of December 31st total \$62,689.48 and are at 7% of budget projections. However, as of this report date, current tax collections received total \$364,511.86 and are tracking favorably at 39% of budget goals.

Revenues and Expenditures for the city's core funds are on tracking reasonably for Q1.

RECOMMENDED ACTION:

This item is for discussion purposes only.

CITY OF BRADY
MONTHLY FINANCIAL REPORT
AS OF: DECEMBER 31ST, 2023

25.00% OF FISCAL YEAR

	CURRENT BUDGET	YEAR TO DATE ACTUAL	% TO DATE	YEAR TO DATE PRIOR YEAR
BEGINNING FUND BALANCE & NET WORKING CAPITAL	27,436,020.69	27,436,020.69		34,178,081.67
<u>REVENUES</u>				
10 -GENERAL FUND	7,828,570.00	2,126,144.95	27.16	1,827,177.91
11 -GEN CONSTRUCTION FUND	0.00	0.00	0.00	0.00
20 -ELECTRIC FUND	8,011,600.00	2,121,762.81	26.48	1,841,219.35
30 -WATER / SEWER FUND	4,228,025.00	1,102,577.55	26.08	1,114,176.96
33 -WATER CONSTRUCTION FU	2,130,000.00	5,127.31	0.24	60,660.62
35 -WWTP CONSTRUCTION FUN	335,860.00	4,236.44	1.26	64,671.57
40 -GAS FUND	1,263,500.00	219,580.14	17.38	252,782.01
50 -UTILITY SUPPORT FUND	683,900.00	188,590.92	27.58	176,608.79
60 -SOLID WASTE FUND	1,421,000.00	373,986.27	26.32	374,409.23
61 -STREET SANITATION FUN	74,000.00	18,877.20	25.51	18,587.67
71 -EMPLOYEE BENEFITS TRU	1,116,452.00	233,677.95	20.93	0.00
80 -SPECIAL REVENUE FUND	1,238,510.00	113,482.82	9.16	106,708.98
81 -CEMETERY FUND	48,800.00	3,959.99	8.11	5,331.46
82 -HOTEL/MOTEL FUND	215,000.00	136.04	0.06	589.40
83 -SPECIAL PURPOSE FUND	5,000.00	1,968.18	39.36	238.89
TOTAL REVENUES	28,600,217.00	6,514,108.57	22.78	5,843,162.84
<u>EXPENDITURES</u>				
10 -GENERAL FUND	9,062,239.00	2,141,856.53	23.63	1,903,450.69
11 -GEN CONSTRUCTION FUND	280,405.00	0.00	0.00	6,514.85
20 -ELECTRIC FUND	8,904,754.00	1,919,951.85	21.56	1,995,987.43
30 -WATER / SEWER FUND	6,818,119.00	1,260,037.45	18.48	684,168.62
33 -WATER CONSTRUCTION FU	5,794,006.00	128,552.83	2.22	2,419,988.54
35 -WWTP CONSTRUCTION FUN	4,131,529.00	704,417.09	17.05	1,609,661.28
40 -GAS FUND	1,317,022.00	306,871.69	23.30	379,418.90
50 -UTILITY SUPPORT FUND	673,480.00	209,968.08	31.18	215,015.71
60 -SOLID WASTE FUND	1,719,834.00	527,938.45	30.70	331,312.36
61 -STREET SANITATION FUN	95,302.00	22,900.58	24.03	24,084.87
71 -EMPLOYEE BENEFITS TRU	1,116,252.00	233,498.79	20.92	0.00
80 -SPECIAL REVENUE FUND	1,352,692.00	140,957.92	10.42	121,750.16
81 -CEMETERY FUND	68,529.00	11,871.26	17.32	12,616.45
82 -HOTEL/MOTEL FUND	229,250.00	2,800.00	1.22	5,542.00
83 -SPECIAL PURPOSE FUND	17,500.00	3,500.00	20.00	1,523.03
TOTAL EXPENDITURES	41,580,913.00	7,615,122.52	18.31	9,711,034.89
REVENUES OVER/(UNDER) EXPENDITURES	(12,980,696.00)	(1,101,013.95)		(3,867,872.05)
ENDING FUND BALANCE & NET WORKING CAPITAL	14,455,324.69	26,335,006.74		30,310,209.62

FUND BALANCE AND CASH RECONCILEMENT

As of: December 31, 2023

			Total Cash
			<hr/>
COMMERCIAL NATIONAL BANK			
Operating Account	#1053355	\$	20,283,792.72
Airport Fuel Payment Account	#1053442	\$	74,174.69
DW Construction	#1053500	\$	-
CW Construction	#1053513	\$	320,697.33
Sinking Fund 2000 - WTP	#1053368	\$	145,371.11
Sinking Fund 2012 - WWTP	#1053384	\$	48,013.53
Sinking Fund 2013 - DW	#1053397	\$	13,321.23
Sinking Fund 2019 - DW	#1053426	\$	119,085.45
Sinking Fund 2019 A - CW	#1053413	\$	69,256.57
Sinking Fund 2019 B - CW	#1053400	\$	25,193.03
Sinking Fund 2021 - CW	#1055797	\$	25,055.36
Drug Seizure FDS	#1053455	\$	4,406.40
Police Educational	#1053468	\$	2,352.52
Court Security	#1053471	\$	9,512.36
Court Technology	#1053484	\$	6,367.88
Community Development Block	#1053497	\$	-
Employee's Benefit Trust	#1063797	\$	179.16
Cash on Hand		\$	1,880.00
			<hr/>
Bank Balances - Interest rate 5.50%	Subtotal	\$	21,148,659.34
			<hr/>
BOKF Escrow Account - DW CO 2019		\$	3,770,887.47
BOKF Escrow Account - DW LF 2019		\$	99,480.92
BOKF Escrow Account - DW EDAP 2019		\$	303,325.19
BOKF Escrow Account - CW CO 2019A		\$	2,481,477.31
BOKF Escrow Account - CW CO 2019B		\$	401,464.97
BOKF Escrow Account - CW LF 2019		\$	269,571.67
BOKF Escrow Account - CW CO 2021		\$	-
			<hr/>
	Subtotal	\$	7,326,207.53
			<hr/>
TOTAL CASH BALANCES RECONCILED			28,474,866.87
12/31/23 GENERAL LEDGER			
Total Current Non-Cash Assets - All Funds			1,014,003.21
(Total Current Liabilities - All Funds)			(3,153,863.34)
<u>Total Fund Balance / Net Working Capital</u>			<u>26,335,006.74</u>

RECONCILED OPERATING CASH / TOTAL UTILITY BILLINGS

Fiscal Year 23-24

MONTH	OPERATING CASH		ELECTRIC PCRF	DISTRIBUTION	SEWER	WATER	FUEL	GAS DISTRIBUTION	SOLID WASTE	TOTAL BILLINGS
October 2023	20,301,156.99		470,672.55	396,726.67	104,121.40	259,443.28	14,474.81	29,494.95	101,969.41	1,376,903.07
November 2023	20,194,657.12		346,460.64	309,489.51	100,159.31	241,236.50	20,321.69	36,822.22	101,460.10	1,155,949.97
December 2023	20,283,792.72		254,270.96	270,617.98	96,974.74	187,243.94	39,814.65	65,883.09	101,926.49	1,016,731.85
January 20234										0.00
February 2024										0.00
March 2024										0.00
April 2024										0.00
May 2024										0.00
June 2024										0.00
July 2024										0.00
August 2024										0.00
September 2024										0.00
			1,071,404.15	976,834.16	301,255.45	687,923.72	74,611.15	132,200.26	305,356.00	3,549,584.89

1171 - Brady, City of (General Obligation Debt)

Report - Brady, City of (General Obligation Debt) / Sales Tax Data

The charts below contain sales tax revenue allocated each month by the Texas State Comptroller. Please contact and search the [Texas Comptroller's website](#) if you notice an incorrect amount.

For example, the February allocations reflect December sales, collected in January and allocated in February.

*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

- [View Grid Based on Calendar Year](#)
- [View Grid With All Years](#)

 Download to Excel

Change Fiscal Year
End

09/30/2025



Submit

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2024	\$118,274	\$116,627	\$117,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$352,349
2023	\$107,497	\$116,442	\$105,580	\$106,567	\$132,732	\$99,941	\$96,330	\$115,788	\$104,149	\$114,704	\$148,466	\$142,660	\$1,390,855
2022	\$100,659	\$110,547	\$110,670	\$112,512	\$119,933	\$89,202	\$90,754	\$118,313	\$104,559	\$106,126	\$118,753	\$109,179	\$1,291,207
2021	\$97,505	\$102,843	\$95,512	\$100,910	\$118,480	\$88,588	\$85,665	\$131,540	\$107,199	\$106,167	\$115,244	\$102,302	\$1,251,954
2020	\$94,161	\$95,033	\$98,358	\$107,077	\$114,736	\$90,220	\$86,583	\$101,797	\$101,393	\$109,646	\$105,702	\$97,317	\$1,202,025
2019	\$108,700	\$97,871	\$99,563	\$102,849	\$102,877	\$97,257	\$96,793	\$108,828	\$94,204	\$91,085	\$99,315	\$87,187	\$1,186,530
2018	\$101,224	\$103,733	\$112,475	\$107,463	\$108,139	\$94,294	\$88,618	\$106,428	\$105,435	\$94,199	\$103,004	\$98,016	\$1,223,027
2017	\$87,306	\$91,161	\$89,413	\$100,033	\$109,289	\$86,358	\$97,988	\$101,730	\$86,536	\$97,051	\$103,953	\$100,236	\$1,151,056
2016	\$143,834	\$112,101	\$107,933	\$98,515	\$113,278	\$84,869	\$85,238	\$96,257	\$81,982	\$80,944	\$94,673	\$85,349	\$1,184,973
2015	\$113,438	\$115,026	\$128,575	\$118,282	\$127,008	\$90,659	\$99,414	\$119,166	\$107,160	\$99,436	\$107,394	\$106,966	\$1,332,523
2014	\$86,905	\$90,223	\$83,575	\$87,608	\$114,999	\$83,194	\$86,383	\$103,052	\$119,190	\$96,615	\$101,343	\$109,279	\$1,162,366
2013	\$81,575	\$84,095	\$78,857	\$88,594	\$108,399	\$69,954	\$76,038	\$92,661	\$84,448	\$82,176	\$91,353	\$87,852	\$1,026,002
2012	\$76,182	\$79,173	\$73,628	\$81,661	\$100,901	\$64,794	\$79,473	\$88,392	\$76,641	\$60,890	\$87,159	\$105,230	\$974,124
2011	\$78,998	\$93,104	\$65,476	\$83,507	\$93,953	\$70,399	\$72,121	\$81,841	\$76,174	\$71,819	\$84,522	\$71,003	\$942,918
2010	\$70,849	\$72,537	\$66,287	\$69,364	\$86,286	\$70,868	\$54,779	\$73,192	\$69,685	\$64,455	\$93,443	\$58,872	\$850,618
2009	\$79,109	\$125,392	\$86,622	\$79,704	\$95,830	\$73,457	\$68,319	\$79,191	\$78,551	\$96,167	\$89,024	\$73,646	\$1,025,012

TO: MAYOR AND COUNCIL

FROM: FINANCE / UTILITY DEPARTMENTS

SUBJECT: MONTHLY CUSTOMER SERVICE REPORT

DATE: December 31, 2023

[illegible]

City Council

City of Brady, Texas

Agenda Action Form for Ordinance

AGENDA DATE:	1/26/2024	AGENDA ITEM	7.A.
AGENDA SUBJECT:	Discussion, consideration and possible action to approve the second and final reading of Ordinance 1373 repealing Ordinance 1198 regarding a youth curfew.		
PREPARED BY:	Erin Corbell	Date Submitted:	12-20-2023
EXHIBITS:	Ordinance 1373		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:
<p>The City Council adopted Ordinance 1198 on July 19, 2016, Chapter 8, Article II MINORS, City of Brady Code of Ordinances, providing a curfew for juveniles and providing penalties for violation of such.</p> <p>In 2023, the Texas Legislature passed House Bill 1890, amending Chapter 370 to read:</p> <p style="padding-left: 40px;">Sec. 370.007. JUVENILE CURFEWS PROHIBITED. (a) Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.</p> <p>This ordinance is to repeal Chapter 8.02 MINORS, in accordance with State Law.</p>

RECOMMENDED ACTION:
<p>Mayor will ask: <u>“Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.”</u> “Secretary reads preamble”</p> <p>Mayor calls for a motion: Move to approve the second and final reading of Ordinance 1373.</p>

ORDINANCE NO. 1373

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY REPEALING CHAPTER 8, ARTICLE II, CODE OF ORDINANCES, CITY OF BRADY, TEXAS, REGARDING A YOUTH CURFEW; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Brady, Texas, previously enacted provisions in its Codes of Ordinances relating to juvenile curfew hours; and

WHEREAS, Chapter 370 of the Local Government Code now prohibits a political subdivision from enforcing juvenile curfews, except for purposes of emergency management;

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

I.

That Chapter 8, Article II, Code of Ordinances, City of Brady, Texas, is hereby repealed in its entirety. The effective date of this repeal is immediate.

II.

- A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof
- C.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Passed and approved on the FIRST READING this ____ day of _____ 2024.

Passed and approved on the SECOND READING this ____ day of _____ 2024.

Aaron Garcia, Mayor

ATTEST:

Tina Keys, City Secretary

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	01/23/2024	AGENDA ITEM	7. B.																		
AGENDA SUBJECT:	Discussion, consideration, and possible action on awarding engineering services agreement to Centurion Planning and Design, San Angelo, Texas to develop professional plans & specifications for public bidding purposes describing water main improvements for the Irish Addition.																				
PREPARED BY:	S. Miller	Date Submitted	01/18/2024																		
EXHIBITS:	Engineering Services Agreement with Sketch																				
BUDGETARY IMPACT:	Required Expenditure:		\$50,470.00																		
	Amount Budgeted:		\$50,470.00																		
	Appropriation Required:		\$00.00																		
CITY MANAGER APPROVAL:																					
SUMMARY:																					
<p>City staff has acquired the attached proposal for engineering services from Centurion Planning and Design, San Angelo, Texas for developing plans and specifications for bidding purposes of installing a new 6-inch water main with 2-inch lateral mains along Bourke St. and Irish St. (see attached last page). This water main improvement project is to address underserved residents, approximately 14 homes. Centurion Planning and Design proposed fee structure is summarized as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Element</th> <th style="width: 70%;">Description</th> <th style="width: 20%;">Fee</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Survey Services</td> <td style="text-align: right;">\$18,250.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Design Phase Services</td> <td style="text-align: right;"><u>\$21,220.00</u></td> </tr> <tr> <td></td> <td style="text-align: right;">Design Services - Subtotal</td> <td style="text-align: right;">\$39,470.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Bid Phase</td> <td style="text-align: right;">\$2,500.00</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Construction Administration</td> <td style="text-align: right;">\$8,500.00</td> </tr> </tbody> </table>				Element	Description	Fee	1	Survey Services	\$18,250.00	2	Design Phase Services	<u>\$21,220.00</u>		Design Services - Subtotal	\$39,470.00	3	Bid Phase	\$2,500.00	4	Construction Administration	\$8,500.00
Element	Description	Fee																			
1	Survey Services	\$18,250.00																			
2	Design Phase Services	<u>\$21,220.00</u>																			
	Design Services - Subtotal	\$39,470.00																			
3	Bid Phase	\$2,500.00																			
4	Construction Administration	\$8,500.00																			
RECOMMENDED ACTION:																					
<p>Mayor: Do I have a motion to authorize city manager to execute engineering services agreement with Centurion Planning and Design, San Angelo, Texas in the amount of \$50,470.00.</p>																					



AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective _____ ("Effective Date")
between the **CITY OF BRADY, TEXAS** ("Owner") and **CENTURION PLANNING & DESIGN, LLC**
("Engineer").

The Owner's Project, of which Engineer's services under this Agreement are a part, is generally
identified as *"Irish Addition Water Main Improvements Project"*.

Engineer's Services under this Agreement are generally identified within Attachment A –
Scope of Work.

Owner and Engineer further agree as follows:

1. Basic Agreement and Period of Service
 - A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Attachment A – Project Design Fee.
2. Payment Procedures
 - A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis.
3. General Considerations
 - A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under

similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the State of Texas.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. Owner shall require Contractor to purchase and maintain general liability and to cause Engineer and Engineer's consultant's to be listed as additional insured's on a primary and non-contributory basis with respect to such liability purchased and maintained by Contractor for the Project.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the

copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall not exceed the available proceeds under any General Liability (including automobile) and Professional Liability Insurance required to be carried by Engineer under this agreement.
- I. Owner and Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Engineer, they shall be borne by each party in proportion to its negligence.

- J. The Engineer shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater
1. General Liability (including automobile) – combined single limit of \$2,000,000. The Owner shall be named as an Additional Insured and be given a 30-day notice of cancellation, non-renewal or significant change of coverage. Engineer's insurance shall be written on a "primary" basis and the Owner's insurance program shall be in excess of all of Engineer's available coverage's.
 2. Worker's Compensation– statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Owner.
 3. Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.
 4. The Engineer shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the Owner.
- K. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.
- L. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

4. Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only

be amended, supplemented, modified, or canceled by a duly executed written instrument.

5. Basis of Payment— Lump Sum Contract

- A. Using the procedures set forth in Paragraph 2.A, Owner shall pay Engineer as described within Attachment "A".

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

OWNER:

City of Brady, Texas

By: _____

Erin Corbell

Title: City Manager

Date: _____

Address: 201 E. Main Street
Brady, TX 76825

ENGINEER:

Centurion Planning and Design, LLC

By: _____

Molly Waller

Title: CEO

Date: _____

Address: 19 W. Beauregard, Suite A
San Angelo, TX 76903

Attachment A



ATTACHMENT A
SCOPE OF WORK – Revision 1
Irish Addition Water Main Improvements Project
Brady, Texas
January 17, 2024

The following Scope of Work (SOW) describes the consultant work effort required to provide design and permitting services for the replacement of three (3) water mains in Brady, Texas. Centurion Planning and Design will be referred to as "CPD," and the City of Brady will be referred to as "Client" in the following document.

CPD understands the project includes a water main replacement along the northeast edge of US Highway 87, north of Brady Creek, and water main replacements along Irish Street and Bourke Street. The water main replacement will require approximately 950 linear feet of six-inch water main along US 87, approximately 600 linear feet of two-inch water main along Irish Street, and approximately 500 linear feet of two-inch water main along Bourke Street. All replacement water lines will contain valves, fire hydrants, or flushing assemblies as required.

The engineering design effort includes engineering topographic surveying necessary to develop construction documents that include plan documents, specifications, and bid documents necessary for the Client to advertise the project for bid.

ELEMENT 1 – Survey Services

The following is a list of services CPD proposes to include within this element.

- a. Locate and establish site horizontal and vertical control. We will set onsite control points and benchmarks at intervals to be used during the design survey and for construction staking post-design (outside the limits of construction where possible). In addition, we will use geodetic methods (via GPS) to establish accurate X and Y and differential leveling to establish Z datum. Also, relate data to a FEMA benchmark or City Control, when applicable.

- b. Topographic data will be collected for the site at a 50-foot grid and cross-sections within the apparent Right-of-Way (ROW). Any additional grade breaks or feature lines needed to establish accurate topographic data/contours for design (and grade-breaks) will be gathered to allow preparation of a CAD and hard copy map of the site with 1-foot contours. All data will be obtained using conventional survey methods and design grade data collection for accuracy.
- c. CPD will locate sufficient monumentation/property corners and research applicable deed/real property records, plat records, and rights-of-way (ROW) documents to accurately delineate the apparent Right-of-Way location. However, this should not be considered a boundary survey, and we will not abstract the properties.
- d. Within the project limits, the following will be depicted:
 - i. Curb, gutter, and paving
 - ii. Existing surface features and appurtenances including signs, power poles, traffic signals, buildings, awnings, retaining walls etc.
 - iii. All gravity utilities will be located and inverted to verify vertical locations
 - iv. Depths of existing Client owned utilities can be provided based on the assumption the Client will pothole existing facilities for measurement. Locations to be potholed will be coordinated prior to beginning of survey field data collection.

ELEMENT 2 – Engineering Design Phase Services

CPD will provide design phase services for the project with submittal at 90%, 99% and 100% milestones as described below:

- a. 90% Design Submittal:
 - i. Prepare for and attend kickoff meeting
 - ii. Prepare and distribute kickoff meeting agenda and minutes
 - iii. Coordinate efforts of subconsultants
 - iv. Prepare design documents for 90% submittal to include, at a minimum, the following:
 - Design traffic control necessary for construction
 - Design plan and profile of water utilities
 - Design/evaluate drainage facilities and prepare necessary SWP3
 - Prepare project details
 - Prepare project specifications

- v. Prepare an engineer's opinion of probable project cost (EOPPC), utilizing industry standard cost estimating methods such as recent bid tabulations, TxDOT Low Bid Prices website, and engineering judgement.
 - vi. Identify possible conflicts with franchise utilities and Client owned utilities.
 - vii. Perform an internal quality control (QC) review of design documents and EOPPC.
 - viii. Incorporate QC comments into design submittal.
 - ix. Submit 90% design documents to Owner for review. All documents will be submitted electronically via email or via a Bluebeam review session.
- b. 99% Design Submittal:
- i. Incorporate Clients comments from 90% design submittal.
 - ii. Prepare design documents for 99% submittal to include, at a minimum, the following:
 - Design traffic control necessary for construction
 - Design plan and profile of water utilities
 - Design/evaluate drainage facilities and prepare necessary SWP3
 - Prepare project details
 - Prepare project specifications
 - iii. Update the EOPPC.
 - iv. Perform QC review of 99% documents and EOPPC.
 - v. Submit 99% design documents to Client for review. All documents will be submitted electronically via email or via a Bluebeam review session.
 - vi. Prepare and distribute summary of review comments and how CPD will address each comment from the Client.
- c. 100% Final Bid Documents
- i. Incorporate Client comments from 99% design submittal
 - ii. Update the EOPPC.
 - iii. Perform QC review of final bid documents and EOPPC.
 - iv. Incorporate QC comments into final bid documents.
 - v. Finalize, seal and sign construction documents.
 - vi. Submit signed and sealed documents to Client. 4 half size sets of drawings and project technical specifications will be provided for bidding purposes. The EOPPC will be updated and provided. All documents will also be provided electronically.
- d. TxDOT Permitting Services
- i. CPD will submit final construction documents through TxDOT's Right of Way Utility and Leasing Information System (RULIS) and will provide plans in a pdf format.
 - ii. CPD will make any necessary revisions per TxDOT's comments.

- iii. The Client will need to notify CPD 72 hours in advance of construction in order to provide necessary notification to TxDOT that construction is expected to commence.

ELEMENT 3 – Bid Phase Services

If requested by the Client, CPD will provide Bid Phase Services as follows:

- a. CPD will issue addenda, issue clarifications, or adjust bidding documents as needed. CPD will consult with the Client on the acceptance of Contractors, subcontractors, suppliers, materials, etc., for parts of the project where those items are required by the specifications or other parts of the documents.
- b. The Client will be responsible for advertising, coordination of bidding and providing questions to CPD for addressing.
- c. Bidding phase services will be provided only if the Client requests. Bidding services will be billed at CPD's standard hourly rate and not to exceed the proposed amount provided in the fee breakdown.

ELEMENT 4 – Construction Administration Services

If requested by the Client, CPD will provide Construction Administration Services as follows:

- a. As requested, review and take appropriate action with respect to shop drawings and submittals that the contractor is required to submit. The review will only be for general conformance with the information provided in the contract documents.
- b. As requested, respond to contractor RFIs and issue any clarifications and interpretations to the contract documents as appropriate to the orderly completion of the contractor's work.
- c. If requested, CPD will attend construction kickoff meeting. Agenda preparation and meeting minutes will be the responsibility of the Client.
- d. As requested, conduct construction observation visits to the site for observation at intervals appropriate to the stage of construction. A total of three (3) site visits are included in the estimate. These visits will not be exhaustive or involve detailed inspections of the contractor's work, nor will they be beyond the responsibilities assigned to the engineer in

this agreement but will be limited to spot-checking and general observation of work based on the Engineer's professional judgment. A written report of each visit will be prepared and submitted to the Client.

- e. This proposal does not include pay application generation nor review of pay applications.
- f. These services will be provided only if the Client requests. Construction administration services will be billed at CPD's standard hourly rate and not to exceed the proposed amount provided in the fee breakdown.

ELEMENT 5 – Additional Services

Additional services are considered services not included in this scope of work but items that CPD foresees as potentially needed for the project. Additional services may include the following:

- Sewer system design
- Public water system design
- Bidding Phase Services
- Construction Phase Services
- Materials testing during construction
- Special inspections
- Boundary surveying or abstracting the properties
- Hydrologic or hydraulic studies
- Design meetings with Brady City Council or Public Forums
- Resident Project Representative for field observations during construction.
- SUE services by a third party.

These are some foreseen services that may need to be included in additional services. Should any of the above items be required, a cost will be provided at the time of occurrence.

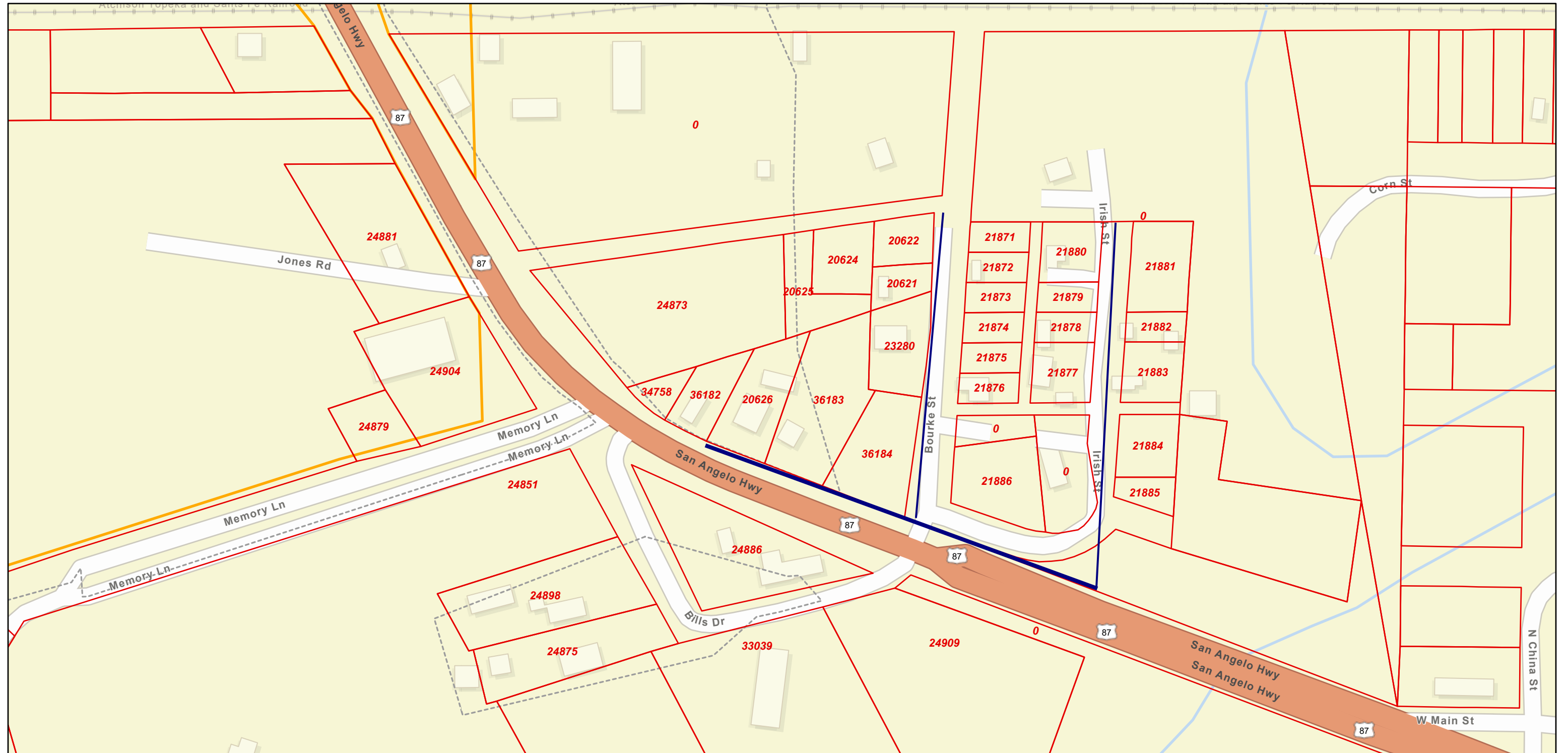
PROJECT DESIGN FEE

The table below lists the design fees associated with each of the elements listed above and the total design fee for the project.

Basic Services		
Element	Description	Fee
1	Survey Services	\$ 18,250
2	Engineering Design Phase Services	\$ 21,220
	TOTAL	\$ 39,470

As-Requested Services		
Element	Description	Fee
3	Bid Phase Services (Hourly Not to Exceed)	\$ 2,500
4	Construction Administration Services (Hourly Not to Exceed)	\$ 8,500
5	Additional Services (requires additional scope and fee)	\$ 0

City of Brady - Irish Add. W.M.



1/16/2024, 2:49:29 PM

Lines

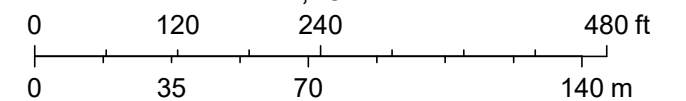
— Override 1

— Override 2

Parcels

 City Limits

1:2,257



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City of Brady ; BIS Consulting - www.bisconsultants.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

City Council
City of Brady, Texas
Agenda Action Form

AGENDA DATE:	01/23/2024	AGENDA ITEM	7.C.
AGENDA SUBJECT:	Discussion, consideration, and possible action authorizing the city manager to execute a contract amendment with Pepper Lawson Waterworks, LLC (Construction Manager-at-Risk) for the radium reduction project to include a revised completion time and a cost increase to the guarantee maximum price (GMP) contract.		
PREPARED BY:	S. Miller	Date Submitted:	
EXHIBITS:	CMAR Contract Amendment #4 TWDB Loan Summary		
BUDGETARY IMPACT:	Required Expenditure:	\$766,034.71	
	Amount Budgeted (TWDB #L1000917):	\$766,034.71	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			

SUMMARY:

Pepper Lawson Waterworks, LLC initiated a series of responses to city staff inquiries beginning in late September concerning the missed contractual substantial completion date of 9-23-2023, largely due to late equipment/material deliveries especially vital motor control units, and deficient subcontractor sequencing for reaching critical project completion milestones. Under the terms of the CMAR agreement, the failure to meet the substantial completion date can initiate a "liquidated damages" clause in which city staff duly notify PLW Waterworks of this desired action. PLW Waterworks requested, under the terms of the CMAR agreement, the implementation of dispute avoidance and resolution. In turn, several meetings were arranged with Pepper Lawson Waterworks, LLC, Enprotec/Hibbs & Todd (design engineer), and city staff. The eventual outcome of these project meetings was a negotiated change in contract time and an increase to the GMP as shown in the attached exhibit and a general summary is as follows:

Original GMP Amount	\$25,849,159.00
Revised GMP Amount	\$26,615,193.71
Cost Increase	\$766,034.71
Percent (%) GMP Increase	2.87%
Revised Substantial Completion Date	May 31, 2024
Revised Final Completion Date	August 29, 2024

Adequate funding exists in contingency funds under TWDB loan #L1000917, an assigned funding source to this job.

RECOMMENDED ACTION:

Mayor: Do I have a motion to authorize the city manager to execute CMAR Contract Amendment No. 4 with Pepper Lawson Waterworks, LLC, describing a change to contract time and associated increase to the GMP in the amount of \$766,034.71?

CITY OF BRADY
TWDB RADIONUCLIDE REDUCTION PROJECT
CMAR CONTRACT AMENDMENT #4

WHEREAS, The City of Brady ("OWNER") and Pepper Lawson Waterworks, LLC ("CMAR") entered into the Agreement on August 20, 2019, to serve as the Construction Manager At Risk in conjunction with the OWNER's TWDB Radionuclide Reduction Project.

WHEREAS, the OWNER and CMAR executed the CMAR Contract Amendment #2 on June 2, 2020, to establish the guaranteed maximum price (GMP) of \$25,849,159 and set the substantial completion date of August 22, 2022, and final completion date of October 31, 2022.

WHEREAS, the OWNER and CMAR executed the CMAR Contract Amendment #3 on October 24, 2022, to modify the substantial completion date to September 23, 2023, and the final completion date to October 14, 2023.

WHEREAS the OWNER and CMAR desire to amend the Agreement with respect to the guaranteed maximum price and the substantial completion and final completion dates.

THEREFORE, the OWNER and CMAR agree to amend said Agreement as follows:

The Guaranteed Maximum Price (GMP) shall be increased to a total of \$26,615,193.71. This represents an increase of \$766,034.71 over the original GMP approved in Amendment #2. The revised GMP breakdown is included in Exhibit "A" of this amendment for reference.

The contract dates shall be modified in accordance with Articles 5.2.1 and 5.2.2, respectively, to reflect a substantial completion date of May 31, 2024, and a final completion date of August 29, 2024.

All other provisions of the Agreement entered into on August 20th, 2019, shall remain in full force and effect, except as supplemented here. All obligations of OWNER and CMAR as specified in the Agreement shall apply to this supplement. It is the express intent of the parties that this amendment be read as an integral whole with the original Agreement.

Signed this _____ day of December 2023

CITY OF BRADY

PEPPER LAWSON WATERWORKS, LLC

By: _____
Erin Corbell
City Manager

By: _____
Peter Bailey
Executive Vice President

Peter R. Bailey 12/19/23

CITY OF BRADY
TWDB RADIONUCLIDE REDUCTION PROJECT
CMAR CONTRACT AMENDMENT #4

Exhibit "A"

ITEM NO.	Bid Pkg	DESCRIPTION OF ITEM	REVISED CONTRACT AMOUNT
D.113		Elevated Storage Tanks	
D.113.701	BP 07.01	0.1MG EST - Welded Steel	\$ 940,000.00
D.113.701.01	BP 07.01	EST Inlet/Outlet Pipe Material	\$ 29,360.00
D.113.702	BP 07.02	0.5MG EST - Composite	\$ 1,453,233.00
D.202		Transmission lines installation	
D.202.601	BP 06.01	Transmission lines A, F and I	\$ 1,190,227.77
D.202.602	BP 06.02	Transmission lines B, C, E, G, K and H	\$ 1,325,966.00
D.202.603	BP 06.03	Transmission lines D and J	\$ 1,442,019.96
D.202.604	BP 06.04	Valve box replacement	\$ 330,100.00
D.215		Transmission lines material	
D.215.601	BP 06.05.01	Valve Package	\$ 224,167.64
D.215.602	BP 06.05.02	Fire Hydrant	\$ 20,509.83
D.215.603	BP 06.05.03	Misc Pipe	\$ 267,642.06
D.215.604	BP 06.05.04	FRP Manhole Vaults	\$ 17,277.00
D.215.605	BP 06.05.05	Precast Vaults	\$ 33,100.00
D.215.606	BP 06.06.01	C900 Pipe package	\$ 1,115,757.62
D.215.607	BP 06.06.02	Ductile Iron Package	\$ 103,985.44
D.215.608	BP 06.06.03	HDPE Pipe & Fittings	\$ 7,177.00
D.302		Site Work	
D.302.302	BP 03.02.01	Fencing and gates	\$ 223,867.08
D.302.302	BP 03.02.01	Deduct WS #6 & #8 Fence	\$ (51,000.00)
D.303		Concrete	
D.303.201	BP 02.02	Parking lot	\$ 45,500.00
D.303.301	BP 03.02.02	Foundations, sidewalks and maintenance road access	\$ 337,350.00
D.311		Equipment	
D.311.403	BP 04.03	In-line centrifugal pumps	\$ 175,122.19
D.311.404	BP 04.04	Iron Removal System	\$ 850,812.00
D.311.405	BP 04.05	Chlorination equipment	\$ 123,500.00
D.311.406	BP 04.06	Radium removal system	\$ 2,560,000.00
D.311.408	BP 04.11	Vertical turbine pumps	\$ 72,398.00
D.313		Special Construction	
D.313.303	BP 03.03.01	Pre-cast buildings	\$ 601,500.00
D.314		Monorails	
D.314.301	BP 03.04.02	Monorails	\$ 54,960.00
D.314.301.01	BP 03.04.02	Monorails (GMP CO)	\$ 15,000.00
D.315		Treatment - Process and Yard piping	
D.315.401	BP 04.09.01	Valve package	\$ 277,309.46
D.315.402	BP 04.09.02	Manholes	\$ 26,841.00
D.315.403	BP 04.09.03	Misc Materials	\$ 403,646.65
D.315.404	BP 04.10.01	Ductile Iron pipe	\$ 262,563.67
D.315.404.01	BP 04.10.01	Ductile Iron pipe (GMP CO)	\$ 474,155.26
D.315.405	BP 04.10.02	PVC	\$ 93,988.50
D.315.406	BP 04.10.03	PVC Sch 80	\$ 111,499.73
D.316		Electrical	
D.316.501	BP 05.01	EI&C	\$ 3,201,555.11
D.316.501.01	BP 05.01	EI&C (GMP CO)	\$ 32,333.00
D.316.502	BP 05.02	Generator Supply	\$ 326,785.00
D.323		BP#09.01 Misc Package	
D.323.901	BP 09.01	Misc Package	\$ 2,879,221.00
D.323.901.01	BP 09.01	P4O (Self Perform)	\$ 504,955.00
D.323.901.02	BP 09.01	Deduct WS#5 Concrete Storage Tank & Steel Ramps	\$ (89,964.00)
D.323.901.03	BP 09.01	Deduct Generator Platforms	\$ (10,000.00)
D.323.901.04	BP 09.01	Deduct WTP Canopy	\$ (30,231.00)
D.323.901.05	BP 09.01	Contract Adjustment	\$ (55,562.64)
D.413		Ground Storage Tanks	
D.413.801	BP 08.01	Ground Storage Tanks	\$ 691,200.00
D.510		GST Recoating	
D.510.001	BP 10.01	GST Re-coating	\$ 136,479.00

Patricia Bailey
12/18/23

CITY OF BRADY
TWDB RADIONUCLIDE REDUCTION PROJECT
CMAR CONTRACT AMENDMENT #4

Exhibit "A"

Continued		
D.800	General Conditions	
D.800.001	Project Management	\$ 1,543,711.52
D.800.001.01	Project Management (GMP CO)	\$ 177,496.00
D.800.002	Pick-up trucks	\$ 76,563.12
D.800.003	Fuel & Maintenance	\$ 76,903.53
D.800.004	Mobile Phone	\$ 4,284.00
D.800.005	Personal Computers	\$ 19,256.02
D.800.006	Mob and Demob	\$ 10,245.78
D.800.007	General Clean-up	\$ 82.10
D.800.008	Internet Service	\$ 14,765.91
D.800.009	Office Supplies	\$ 10,799.16
D.800.010	Lull	\$ 80,569.12
D.800.011	Fuel Storage	\$ 9,162.95
D.800.012	Surveying Services	\$ 29,967.85
D.800.013	Small tools purchase	\$ 9,748.66
D.800.014	Temporary Toilets	\$ -
D.800.015	Safety training, equipment and PPE	\$ 877.36
D.800.016	Fire Extinguishers	\$ -
D.800.017	First Aid supplies	\$ 2,746.24
D.800.018	P6 Program	\$ 835.91
D.800.019	Trash Dumpster	\$ 13,094.70
D.800.020	Temporary Storage	\$ 7,698.92
D.800.021	Load & Haul Construction Equipment	\$ 1,400.00
D.800.022	As-built drawings	\$ 500.00
D.800.023	O&M Manuals	\$ 1,960.00
D.800.024	Drug Test	\$ 430.00
D.800.025	Postage	\$ 628.43
D.800.027	Pot Holing	\$ 5,177.70
D.800.028	SWPPP	\$ 22,059.44
D.800.029	Seeding	\$ -
D.997	Per-diem	
D.997.997	Per-diem	\$ 233,197.09
D.808	Bonds and Insurance	
D.808.400	Insurance	\$ 41,127.00
D.808.600	Bonds	\$ 115,000.00
D.808.600	Bonds CO1	\$ 7,226.74
Sub-Total		\$ 25,263,822.58
CMAR Fee (5.00%)		\$ 1,263,191.13
Project Contingency		\$ -
D.001.001	Planning Services	\$ 68,180.00
PROJECT TOTAL		\$ 26,615,193.71

John C. Pauling
12/18/23

TEXAS WATER DEVELOPMENT BOARD

Brady, City of			Outlay Request #				14
Project #: 10447			Time Period Covered (This Outlay)				
Total Project Cost			\$10,830,000.00		From: 09/22/23	To: 10/17/23	
Program	DWSRF	N/A	N/A	N/A	N/A	N/A	
Loan/Grant #	L1000917	N/A	N/A	N/A	N/A	N/A	
Amount	10,830,000.00	N/A	N/A	N/A	N/A	N/A	
Budget Category	Original Budget	Current Budget	Installment Ceiling	Current Request	Total Requested To Date	Balance	
Construction	\$ 7,997,000.00	\$ -		\$ -	\$ -	\$0.00	
Bond Counsel	\$ 20,830.00	\$ 20,830.00	\$ 20,830.00	\$ -	\$ 20,830.00	\$0.00	
Financial Advisor	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ -	\$ 46,000.00	\$0.00	
Fiscal/Legal	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ -	\$ 9,500.00	\$0.00	
Issuance Costs	\$ 2,000.00	\$ 1,263.00	\$ 1,263.00	\$ -	\$ 1,263.00	\$0.00	
Loan Origination Fee	\$ 227,944.00	\$ 227,944.00	\$ 227,944.00	\$ -	\$ 227,944.00	\$0.00	
Contingency	\$ 2,526,726.00	\$ 846,367.21	\$ -	\$ -	\$ -	\$846,367.21	
Construction Contract 01-00	\$ -	\$ 8,583,159.00	\$ 6,154,995.52	\$ 116,009.25	\$ 6,154,995.52	\$2,428,163.48	
Construction Contract 02	\$ -	\$ 324,871.49	\$ 324,871.49	\$ -	\$ 324,871.49	\$0.00	
Construction Contract 03	\$ -	\$ 209,611.05	\$ 209,611.05	\$ -	\$ 209,611.05	\$0.00	
Permits	\$ -	\$ 5,500.00	\$ 337.50	\$ -	\$ 337.50	\$5,162.50	
Project Management (by engineer)	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 4,277.50	\$5,722.50	
Construction Engineering	\$ -	\$ 144,141.45	\$ 144,141.45	\$ 7,368.58	\$ 144,141.45	\$0.00	
Environmental	\$ -	\$ 60,000.00	\$ 60,000.00	\$ -	\$ 55,842.60	\$4,157.40	
Geotechnical	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$10,000.00	
Inspection	\$ -	\$ 260,812.80	\$ 260,812.80	\$ -	\$ 260,060.92	\$751.88	
Design	\$ -	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$60,000.00	
Surveying	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 4,082.96	\$5,917.04	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	
TOTALS	\$ 10,830,000.00	\$ 10,830,000.00	\$ 7,550,306.81	\$ 123,377.83	\$ 7,463,757.99	\$ 3,366,242.01	

City Council City of Brady, Texas Agenda Action Form

AGENDA DATE:	01-23-2024	AGENDA ITEM	7.D.
AGENDA SUBJECT:	Discussion, consideration and possible action on a resolution to request financial assistance from the Texas Water Development Board under the Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Program for securing funding for planning, design and construction for the replacement of lead service lines; to authorize the officers, staff and consultants to file an application and other documents for financial participation in the program; and making certain finding in connection therewith.		
PREPARED BY:	L. McElrath / G. Miller	Date Submitted:	01-18-2024
EXHIBITS:	Resolution 2024-001 Application Affidavit Certificate of City Secretary		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY MANAGER APPROVAL:			
SUMMARY:			
<p>The engineering firm Enprotec-Hibbs and Todd has been working with city staff to develop a plan of action to meet federal regulations requiring a city's water distribution system to replace all lead service lines. The Texas Water Development Board (TWDB) is offering a funding program under the Drinking Water State Revolving Fund (DWSRF) to assist cities with this daunting task. Therefore, staff is asking the Council to authorize the City Manager to submit an application for funding not to exceed \$6,500,000.</p> <p>This funding application is comprised of many documents of which support is also provided from the city's financial advisor – Hilltop Securities, Inc. and city's bond counsel – Bickerstaff Heath Delgado, Acosta, LLP.</p> <p>The application is due on or before January 29, 2024, and this resolution represents to the TWDB the City of Brady's intent to file an application for financial assistance not to exceed \$6,500,000 to provide for the costs of planning, design, and construction of replacing lead service lines.</p> <p>Once the application is reviewed, the TWDB will then offer the city an opportunity to commit to obligations associated with funding offered. Staff will then present the offer for council consideration at that time.</p>			
RECOMMENDED ACTION:			
Move to approve Resolution 2024-001 by record vote, authorizing City Manager Erin Corbell to submit a financial application to the TWDB – DWSRF funding program.			

RESOLUTION NO. 2024-001

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Brady, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$6,500,000 to provide for the costs of planning, design and construction for the replacement of lead service lines.

SECTION 2: That City Manager (Erin Corbell) be and is hereby designated the authorized representative of the City of Brady for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Brady before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor:	Erick Macha Hilltop Securities Inc. 717 N. Harwood St., Suite 3400 Dallas, Texas 75201
Engineer:	Keith Kindle, P.E. Enprotec/Hibbs & Todd, Inc. 1310 Weatherford Highway, Suite 116 Granbury, Texas 76048
Bond Counsel:	Gregory Miller Bickerstaff Heath Delgado Acosta LLP 3711 S. MoPac Expy. Building 1, Suite 300 Austin, Texas 78746

PASSED AND APPROVED, this 23rd day of January, 2024.

ATTEST: _____
City Secretary
City of Brady, Texas

By: _____
Mayor
City of Brady, Texas

(City Seal)

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF _____ §

APPLICANT _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____ as the Authorized Representative of the _____, who being by me duly sworn, upon oath says that:

1. The decision by the _____ (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing such notice as required by such Act as is applicable to the _____ (authority, city, county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The _____ (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The _____ (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

_____.

5. The _____ (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The _____ (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The _____ (authority, city, county, corporation, district) will
comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and
regulations of the TWDB.

Official Representative

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
on this _____ day of _____, 20 ____.

(NOTARY'S SEAL)

Notary Public, State of Texas

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS §
COUNTY OF McCULLOCH §
CITY OF BRADY §

I, the undersigned City Secretary of said City, hereby certify as follows:

1. The City Council of said City convened in a Regular Session on January 23, 2024, at the Municipal Court Building, 207 S. Elm Street, Brady, Texas; and the roll was called of the duly constituted officers and members of said City Council, to-wit:

	Aaron Garcia	Mayor
	Missi Elliston	Mayor Pro-Tem/ Councilmember Place
2	Larry Land	Councilmember Place 1
	Jeffrey Sutton	Councilmember Place 3
	Felix Gomez, Jr.	Councilmember Place 4
	Gabe Moreno	Councilmember Place 5

and all of said persons were present, except for the following: _____;
thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting:

Discussion, consideration and possible action regarding the Resolution authorizing the City Manager to execute and submit a financial application to the Texas Water Development Board (TWDB) under the Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Program for securing funding for planning, design and construction for the replacement of lead service lines

was duly introduced for consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: ___

NOES: ___

ABSTENTIONS: ___

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting

officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____ of January, 2024.

City Secretary
City of Brady, Texas

[CITY SEAL]

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	01-23-2024	AGENDA ITEM	7. E.
AGENDA SUBJECT:			
Discussion, consideration, and possible action to award the purchase for a ¾ Ton Crew Cab F-250 4x4 Pickup Truck from Mac Haik Ford, Georgetown, Texas to be used as a Command Truck by the Fire Division. (\$70,027)			
PREPARED BY:	T. Hoffpauir / L. McElrath	Date Submitted:	01-18-2024
EXHIBITS:			
Bid Quotation Proposal BuyBoard Vendor Verification Bid Tabulation Summary			
BUDGETARY IMPACT:		Required Expenditure:	\$70,027.00
		Amount Budgeted:	\$117,000.00
		Appropriation Required:	\$0.00
CITY MANAGER APPROVAL:			
SUMMARY:			
<p>On December 1, 2023, quotes were solicited through the BuyBoard's "Request for Quote" system notification for one (1) ¾ ton Crew Cab F-250 4x4 Pickup Truck to be utilized in the Fire Division fleet as the command truck. Mac Haik Ford Lincoln was the single bidder submitting one (1) quote for \$70,027 as shown in the Bid Tabulation sheet.</p> <p>This expenditure was approved in the FY 24 Budget cycle under Capital Outlay – Vehicle & Equipment line item: 10-5-07-402.00. The new command vehicle will be utilized for Brady Fire, EMS, and EMO. The current command unit, a 2015 Ford F-250, is owned by the Brady Volunteer Fire Department, and will be utilized for their day-to-day operations.</p>			
RECOMMENDED ACTION:			
<p>City staff recommends awarding this purchase.</p> <p>Mayor: Do I have a motion to award Mac Haik Ford Lincoln of Georgetown, Texas the purchase of a 2024 ¾ Crew Cab F-250 4x4 Pickup for the amount of \$70,027.00?</p>			

Prepared for: Taylor Hoffpauir, City of Brady

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420



Client Proposal

Prepared by:

Paul Neagle

Office: 512-563-3290

Quote ID: CB24W2B-2

Date: 12/15/2023



Mac Haik Ford | 7201 South Interstate 35, Georgetown, Texas, 78626

Office: 512-930-3673 | Fax: 512-863-7348

Prepared for: Taylor Hoffpauir

City of Brady

Prepared by: Paul Neagle

12/15/2023



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: CB24W2B-2

Taylor Hoffpauir, City of Brady

Re: Quote ID CB24W2B-2 12/15/2023

Dear Taylor,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Paul Neagle

512-563-3290

Prepared for: Taylor Hoffpauir

City of Brady
Prepared by: Paul Neagle
12/15/2023



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: CB24W2B-2

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Prepared for: Taylor Hoffpauir

City of Brady
Prepared by: Paul Neagle
12/15/2023



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: CB24W2B-2

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Taylor Hoffpauir

City of Brady
Prepared by: Paul Neagle
12/15/2023



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: CB24W2B-2

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W2B	Base Vehicle Price (W2B)	\$51,560.00
Packages		
600A	Order Code 600A <i>Includes:</i> - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes manual push-button engine-exhaust braking, Operator Commanded Regeneration (OCR) and intelligent oil-life monitor.</i> <i>Includes:</i> - Dual 68 AH/65 AGM Batteries - Dual 68 AH AGM 750 CCA Batteries - 34 Gallon Fuel Tank	\$9,995.00
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	N/C
X3H	Electronic-Locking w/3.31 Axle Ratio	\$430.00
68U	F-250 >10K GVWR Package	Included
Wheels & Tires		
TDX	Tires: LT275/70Rx18E BSW A/T (4) <i>Spare may not be the same as road tire.</i>	Included
64S	Wheels: 18" Ebony Black Painted Aluminum	Included
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
Other Options		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Taylor Hoffpauir

City of Brady

Prepared by: Paul Neagle

12/15/2023



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: CB24W2B-2

As Configured Vehicle (cont'd)

Code	Description	MSRP
160WB	160" Wheelbase	STD
PAINT	Monotone Paint Application	STD
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included
17S	STX Appearance Package <i>Includes 4 additional pickup box tie-downs, STX fender vent badge and upgraded interior door panels.</i> <i>Includes:</i> - 360-Degree Camera Package <i>Includes wired auxiliary trailer camera compatibility.</i> - 360-Degree Camera System <i>Includes picture in picture capability.</i> - BLIS w/Cross-Traffic Alert <i>Includes trailer coverage.</i> - LED Center High-Mounted Stop Lamp (CHMSL) Camera <i>Includes LED center high-mounted stop lamp (CHMSL).</i> - Rear Parking Sensors <i>Includes reverse sensing system with reverse brake assist.</i> - Automatic High Beam - Pre-Collision Assist <i>Includes Automatic Emergency Braking (AEB) and forward collision warning.</i> - F-250 >10K GVWR Package - Body-Color Front Bumper - Body-Color Rear Bumper - Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Color-Coordinated Full Carpet w/Floor Mats - LED Box Lighting <i>Includes LED Center High-Mounted Stop Lamp (CHMSL).</i> - LED Fog Lamps <i>Includes LED reflector lamps.</i> - Painted Grille - Wheels: 18" Ebony Black Painted Aluminum - Tires: LT275/70Rx18E BSW A/T (4) <i>Spare may not be the same as road tire.</i>	\$5,115.00
17X	FX4 Off-Road Package <i>Includes:</i> - Hill Descent Control - Off-Road Specifically Tuned Shock Absorbers <i>Includes front/rear.</i> - Transfer Case & Fuel Tank Skid Plates - Unique FX4 Off-Road Box Decal	\$495.00
471	Camper Package	\$160.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Taylor Hoffpauir

City of Brady

Prepared by: Paul Neagle

12/15/2023



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: CB24W2B-2

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment) and slide-in camper certification. Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. Note 2: May result in deterioration of ride quality when vehicle is not equipped with camper.</i>	
	<i>Includes:</i> <i>- Rear Stabilizer Bar & Auxiliary Springs</i>	
874	360-Degree Camera Package <i>Includes wired auxiliary trailer camera compatibility.</i> <i>Includes:</i> <i>- 360-Degree Camera System</i> <i>Includes picture in picture capability.</i> <i>- BLIS w/Cross-Traffic Alert</i> <i>Includes trailer coverage.</i> <i>- LED Center High-Mounted Stop Lamp (CHMSL) Camera</i> <i>Includes LED center high-mounted stop lamp (CHMSL).</i> <i>- Rear Parking Sensors</i> <i>Includes reverse sensing system with reverse brake assist.</i>	Included
41H	Engine Block Heater <i>Includes grille cover.</i>	\$100.00
86M	Dual 68 AH/65 AGM Batteries	Included
67D_	250 Amp Alternator	N/C
66L	LED Box Lighting <i>Includes LED Center High-Mounted Stop Lamp (CHMSL).</i>	Included
435	Power-Sliding Rear-Window w/Defrost	\$405.00
924	Privacy Glass	\$30.00
76S	Remote Start System	\$250.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code.	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Taylor Hoffpauir

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Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: CB24W2B-2

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	

Emissions

425	50-State Emissions System	STD
SUBTOTAL		\$68,880.00
Destination Charge		\$1,995.00
TOTAL		\$70,875.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: CB24W2B-2

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$51,560.00
Options		\$17,320.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
Subtotal		\$70,875.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
Dealer Discount	Dealer Discount	-\$1,800.00
GPC	Government Pricing Concession	-\$100.00
Subtotal		\$68,975.00
<i>Post-Tax Adjustments</i>		
Code	Description	MSRP
2yr State Inspe	State Inspection Labor	\$7.00
<i>State Inspection</i>		
Delivery	Delivery	\$495.00
Doc	Doc Fee	\$150.00
BUY BOARD FEE	Buy Board Contract # 724-23	\$400.00
Subtotal		\$70,027.00
Total		\$70,027.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Taylor Hoffpauir

City of Brady
Prepared by: Paul Neagle
12/15/2023



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 420 | Quote ID: CB24W2B-2

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Vendor Contract Information Summary

Vendor	Mac Haik Ford Lincoln
Contact	Joel Gray
Phone	512-930-6260
Email	parts@machaikfl.com
Vendor Website	www.machaikfordlincoln.com
TIN	76-0694237
Address Line 1	7201 S IH 35
Vendor City	Georgetown
Vendor Zip	78626
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid/Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Vehicles, Police Motorcycles, Parts, and Maintenance Repair Services
Contract No.	724-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a \$400 service fee

EXHIBIT 4**BID TABULATION SHEET****CITY OF BRADY**

(TO BE ATTACHED TO PURCHASE ORDER FORM)

Division: Fire

Account:

10-5-07-402.00

Date: 12/15/2023

3/4 Ton Ford F-250 Pickup

LOW BID	VENDOR	CONTACT PERSON	PHONE #	TOTAL PRICE QUOTED
1	Mac Haik	Paul Neagle	512-563-3290	\$ 70,027.00
2	Chastang Enterprises, Inc.	Chastang Municipal	713-678-5000	No Response
3	Sam Packs Five Star Ford	Alan Rosner	888-835-3389	No Response
4	Rush Truck Centers of Texas, L.P.	Adrienne Gattis	830-302-5219	No Response
5	Rockdale Country Ford	Chris Collins	979-567-1500	No Response

PLEASE JUSTIFY BELOW IF LOW BID IS NOT SELECTED

I, the undersigned, attest that I received the above quotes for purchase of the item(s) described above and request authorization to purchase said item(s) from the vendor designated as low bid meeting specification(s).


Department Approval


Purchasing Agent Approval

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	1/23/2024	AGENDA ITEM	7.F.
AGENDA SUBJECT:	Discussion, consideration and possible action regarding adoption of new City of Brady Personnel Manual.		
PREPARED BY:	E. Corbell	Date Submitted:	1/19/2024
EXHIBITS:	Personnel Manual		
BUDGETARY IMPACT:	Required Expenditure:	\$	
	Amount Budgeted:	\$	
	Appropriation Required:	\$	
CITY MANAGER APPROVAL:			

SUMMARY:	<p>Through various staff reviews and City Council workshops, staff and legal have drafted the attached new personnel policy manual for the City of Brady, to be effective upon approval.</p> <p>Formatting will receive a final clean up after approved.</p>
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RECOMMENDED ACTION:	<p>Mayor: “Do I have a motion to approve the adoption of the new City of Brady Personnel Manual?”</p>
----------------------------	--

Page numbers will be formatted after final draft approved.



BRADY
THE CITY OF
TEXAS

EMPLOYEE PERSONNEL POLICIES

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CHAPTER 1 – INTRODUCTION**1.01 Objectives of Written Policies and Regulations and Applicability**

The policies provided herein support the City of Brady, Texas' (hereinafter "City") core values of Respect/Teamwork, Integrity, Service, Excellence, Accountability and Safety (see 3.04). They are designed to be a guide to human resources administration. While these rules constitute a precise statement of policies and procedures, they are not intended to cover every personnel situation that may arise. These rules are subject to the City Charter and applicable State and Federal Laws and will be supplemented with administrative regulations in addition to these policies. Amendments and revisions affecting personnel policies will be addressed from time to time as necessary and desirable at the discretion of the City Council.

These rules apply to and govern all employees of the City. Words used in the singular shall include the plural, and words used in the masculine or feminine gender shall include both genders.

This manual is designed to achieve the following objectives:

- A. Provide selection procedures in employment, which will promote equal opportunity so that qualified individuals will be able to enter and progress as an employee in the City service.
- B. Improve communications between City employees and management.
- C. Establish an evaluation procedure to appraise employee performance.
- D. Provide a systematic plan for payment to employees for services rendered.
- E. Define basic standards of conduct expected by the employer in the working relationship.
- F. Provide for acceptable discipline and grievance procedures designed to ensure that work-related problems or disagreements would be considered fairly and without undue delay.
- G. Provide other procedures affecting the conditions of municipal employment.
- H. Establish employee development and training objectives and procedures.
- I. Facilitate efficient and economic service to the public and to provide for a fair and equitable system of personnel management.
- J. Establish a framework to assist in providing services to improve the quality of life in the City.

1.02 Policy Dissemination

All City employees shall be informed of policy provisions listed herein. As a condition of employment, employees are expected to abide by the City's core values and all policies and procedures outlined in this manual. Each department/division shall keep at least one copy of the manual available for reference by its employees. The manual will be kept in a conspicuous place so that it will be available as an employee reference at any time. In addition to copies available in

each division, copies are also available for reference in the Human Resources Office and on the intranet.

1.03 Policy Administration

The general and final authority for human resource management rests with the City Manager, who may delegate it as necessary and proper, except for matters reserved to the City Council.

The administration of personnel matters is charged to department directors appointed by the City Council or City Manager. Human Resources shall advise management in all areas of employee-management relations and shall include such items as training and career development, employee health, safety and morale. Certain City policies are based upon state or federal laws and regulations, and in the event that those laws and regulations are amended or otherwise modified, the City may amend or modify its policies to be in compliance with such laws and regulations.

CHAPTER 2 – PERSONNEL RECORDS**2.01 Official Personnel File**

The Human Resources Office shall maintain the official personnel file for all employees. It is the responsibility of supervisors to ensure that all necessary documentation is forwarded to the Human Resources Office for inclusion in the employee's file. Human Resources is responsible for ensuring documents of an evaluative or negative nature clearly indicate the employee is aware of the document prior to placement in the employee's personnel file. Human Resources shall determine the appropriateness of placement of documents in an employee's personnel file.

2.02 Employee Privacy

Human Resources shall establish procedures necessary to preserve the privacy of employee information as required by applicable state and federal legislation. Access to privileged or confidential employee records shall be based on the need to know as determined by Human Resources.

The Texas Public Information Act permits an employee to determine whether the public shall have access to his/her information such as home address and social security number by submitting the Public Access Authorization form.

The following information is a matter of public record under the Texas Public Information Act and, upon official request, will be released for public inspection from an employee's official personnel file:

- A. Name
- B. Date of original employment or appointment to the City service, or if applicable, last day worked
- C. Current position title
- D. Current salary
- E. Department to which the employee is currently assigned

2.03 Personnel File Review

Employees may have access to their own personnel file for the purpose of inspection, review, and duplication during normal business hours. Supervisors may review their employees' or prospective employees' personnel files during normal business hours.

Upon proper request, if required by law, the Human Resources Office will, during normal office hours, allow third party access to information contained in personnel files. All files will be

reviewed in the presence of a Human Resources Office representative. No document may be removed, entered, or copied without prior written request and with express permission of Human Resources or the City Manager.

Requests for other information by third parties must be requested in writing and require a signed release by the employee; provided, however, official open records requests do not require written release from the employee. The Human Resources Office will release documents in accordance with the requirements of the open records requests law, (Texas Public Information Act), other laws governing the release of personal information, and in consultation with the City Attorney.

2.04 Currency of Records

Employees shall notify the Human Resources Office, using the appropriate forms provided by the City, of any change in the following:

- A. Home address
- B. Marital status whether ceremonial or common law
- C. Beneficiary status
- D. Name
- E. Social security card
- F. Driver's license number or type of license
- G. Tax withholding (IRS Form W4)
- H. Direct Deposit changes/New account information

2.05 Confidentiality of Records

Except in cases where information contained in personnel files is required to be disclosed under the Texas Public Information Act, or unless otherwise provided by law or this manual, personnel records and employee's files will be considered confidential. All documents and information submitted during the employment process and during employment are the property of the City.

Medical records and drug test results will be maintained in separate confidential files from an employee's regular personnel file. Access to these records is limited to those persons who have a need to know the information relative to the employee's job and requires the approval of Human Resources or the City Manager, in consultation with the City Attorney. HIPAA Privacy Rules will apply as applicable.

Chapter: 3	Effective date: January 23, 2024	
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CHAPTER 3 – EMPLOYMENT**3.01 Employment at Will**

Employment with the City is on an “at-will” basis. While employed with the City, all staff are expected to live by and exemplify the City’s core values of Respect/Teamwork, Integrity, Service, Excellence, Accountability and Safety. The employee may resign, and the City may terminate an individual’s employment at any time, for any non-discriminatory reason or for no reason. The provisions of the City’s Policies and Procedures Manual are not intended to create a contract of employment, and no agreement or promise regarding an employee’s terms or conditions of employment is binding on the City. Further, the City has the right to change these policies at any time without prior notice. No verbal representation or statement of an employee’s terms and conditions of employment contrary to these policies is binding upon the City .

3.02 Employment Agreements

Approval by the City Council is required for all employment agreements with executive staff. All other employment agreements require the approval of the City Manager and Human Resources and review by City Council .

3.03 Equal Employment Opportunities

The City is committed to equal employment opportunities (EEO) for all employees and applicants for employment, consistent with the City’s core values. Discrimination against any person in recruitment, examination, appointment, training, promotion, discipline, pay, layoff or termination, or any other aspect of employment is prohibited. This includes discrimination on the basis of race/color, gender, national origin, disability, genetic information, age, religion, veteran status, or any other characteristic protected by law. Retaliation, intimidation, coercion, or harassment against any applicant for employment or employee who may file a complaint or grievance relative to this policy is strictly prohibited. Any employee who violates the provisions of this policy may be subject to disciplinary action, up to and including termination of employment.

The City administers our EEO policy fairly and consistently by:

- A. Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- B. Advertising for job openings with the statement “An Equal Opportunity Employer.”
- C. Posting all required job openings with the appropriate state agencies.
- D. Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies or participates in an EEO agency proceeding.
- E. Requiring employees to report to a member of management or Human Resources any apparent discrimination or harassment.

- F. Ensuring that all employee benefits and activities will be administered without regard to the above.
- G. Ensuring that all facilities of the City are available to all employees and that other City sponsored activities are open to participation without regard to the above.

3.04 City's Core Values of Respect/Teamwork, Integrity, Service, Excellence, Accountability, and Safety:

The City of Brady's core values and our detailed Employee Values Statement are as follows:

RESPECT/TEAMWORK. We support a healthy work environment.
We value and respect each other.
We are loyal, dependable and empathetic teammates.
We embrace inclusion, diversity, fairness and open communication.
We are trusted by our leaders to use judgment, take risks and make decisions.
We foster a family-oriented culture that includes understanding, support, balance and fun.

INTEGRITY. We model ethical behavior.
We are honest.
We do the right thing, always.
We are open and transparent in our words and actions.
We hold ourselves and co-workers accountable to high ethical standards.
We appropriately question actions that may be inconsistent with the City's core values.
We are committed to building and maintaining trust in one another and our community.

SERVICE. We are selfless public servants.
We serve and help others.
We are caring and compassionate.
We treat everyone the way we wish to be treated.
We deliver exceptional service to internal and external customers.
We are led by servant leaders, at all levels, who care about and support us.
We never forget we exist to make Brady a better place to live, work and raise a family.

EXCELLENCE/ACCOUNTABILITY. We are competent and dedicated.
We pursue excellence.
We search for opportunities to learn and grow.
We are accountable for our work and always do our very best.
We are given challenging work by leaders who empower and support us.
We are responsible stewards who embrace innovation, efficiency and improvement.
We are a unified team and support the goals and vision established by our elected officials.

SAFETY
We strive to provide a safe working environment for our employees.
We strive to maintain City property in a safe manner for our employees and those persons who come onto City property for City business.
We are diligent in our efforts to watch for, report, and respond to unsafe conditions.

The City expects all employees to follow the City's core values as a guide when approaching their daily duties. The City's senior leadership team will use this statement to help create a positive, healthy, and values-based organizational culture and work environment for all employees.

3.05 Immigration Law

Federal law requires that all employers verify the identity and employment eligibility of all new employees (including U.S. citizens) within three days of hire. All new or rehired employees are required to complete an Employment Eligibility Verification Form I-9.

3.06 Employment Categories

The City will maintain standard definitions of employment and will categorize employees in accordance with the following definitions.

- A. **Regular Full-Time Employees (RFT):** Employees who have successfully completed probation and are scheduled to work at least 40 hours per week or work period on a regular basis in a full-time budgeted position. RFT employees are eligible for all City group benefits. These positions may include shift work.
- B. **Regular Part-Time Employees (RPT):** Employees who have successfully completed probation and are scheduled to work less than 30 hours per week or work period on a regular basis in a part-time budgeted position. RPT positions are required to work less than 1000 hours in a calendar year. RPT do not participate in the TMRS retirement plan and do not qualify to participate in the City's health and dental plans.
- C. **Probationary Employees:** Probationary periods apply to employees who are newly hired or employees who have changed positions as a result of a promotion, demotion or transfer. Newly hired employees will serve a probationary period of six months and employees who have changed positions as a result of a promotion, demotion or transfer will serve a probationary period of six months). Seasonal and temporary employees do not serve a probationary period. Probation periods may be extended.
- D. **Seasonal Employees:** Employees who work a specific number of hours per week during a specified work season normally no longer than six months. The need for such positions usually recurs on an annual basis. Seasonal employees are not eligible for any City group benefits.
- E. **Temporary Employees:** Employees who are hired for a specific number of hours per week for no longer than 90 days. Temporary employees are not eligible for any City group benefits.

3.07 Benefits**A. Retirement**

All regular full-time employees are required to become members of the Texas Municipal Retirement System (TMRS). Enrollment shall be accomplished in accordance with the TMRS guidelines. Members contribute six percent (6%) of their gross salary each month toward retirement.

The City matches the employee's TMRS contributions on a 2 to 1 ratio, and the TMRS provide the employee retirement benefits. The City has a 5-year vesting plan with retirement at or after age sixty (60) or at any age after twenty-five (25) years of participation in the TMRS plan. Accidental Death and Disability Benefits are also incorporated into this retirement plan should an employee become disabled prior to retirement. Funds contributed by the employee may be withdrawn only upon retirement or resignation. Only the employee's share plus interest is refunded when an employee resigns. Details of the retirement plan are outlined in the TMRS handbook.

B. Social Security

All employees of the City are covered, as applicable, under the State Unemployment Compensation Program. This program provides payments for unemployed workers in certain circumstances as provided by law. The City pays an unemployment tax on behalf of each employee to finance this benefit.

C. Medical, Dental, Life Insurance

Regular full-time employees are eligible to participate in medical coverage, dental, and life insurance through a group policy as may be offered by the City. Some contributions may be required of the employee, depending on the plans and coverage selected by the City Council and can vary from year to year. At the employee's option and expense, dependent insurance coverage is also available. Coverage may be continued with certain limitations upon termination provided the premiums are paid entirely by the former employee. These limitations are consistent with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

3.08 Promotions, Acting Positions, Transfers, and Demotions

A. **Promotion:** A promotion is the advancement of an employee from a position in a lower pay grade to a *vacant* position in a higher pay grade. When an employee is promoted, the employee's original position becomes vacant. Promotional decisions will be made on the basis of the employee's qualifications (knowledge, skills, abilities, training and experience) for the position. Departments may request to post a vacancy "internally only" to restrict consideration to current City employees when deemed appropriate and with the approval of Human Resources. An employee's previous performance evaluations should be considered when evaluating an employee's qualifications for the position. An employee selected for a promotion must provide the releasing department with at least two weeks' notice before assuming the new position; however,

if both departments are in agreement, the notice period may be increased or reduced. A promoted employee's compensation will be set depending on classification of new pay grade, but may not exceed the pay range for the position. Department directors must consult Human Resources or the City Manager to discuss requests to place an employee above the minimum of the new pay grade to ensure consideration of internal equity issues. Advancements along an established career ladder are considered reclassification.

B. **Acting Position:** The City Manager may authorize an "acting" promotion to ensure the proper performance of City functions if a position is vacant, or its regular incumbent is absent for more than two consecutive pay periods, or whenever deemed necessary. Requests for acting positions should be in a written memo form routed to Human Resources for review and recommendation prior to action by the City Manager. All requests must state the estimated period of time, employee's name, and qualifications. Employee compensation in acting positions may be adjusted at the discretion of the City Manager. Upon filling a position for which an employee was functioning in on an acting basis, the employee shall return to his/her position and the pay for acting promotion shall cease. Acting positions will not be used to circumvent normal promotional procedures. The employee will not acquire any status or rights to the position to which temporarily placed, except as provided herein.

C. **Lateral Transfer:** A lateral transfer occurs when an employee moves from one position to another at the same pay grade, not involving a demotion or promotion. Voluntary or involuntary transfers may be made for administrative purposes or in conjunction with the announced selection process, provided the employee is qualified to perform the duties of the position to which the employee is being transferred.

D. **Demotion:** A demotion is defined as the voluntary or involuntary movement of an employee from a higher pay grade to a lower pay grade. All demotions will result in a decrease in pay unless an exception has been approved by the City Manager and Human Resources.

3.09 Vacant Positions and Hiring Process

When a department supervisor or the City Manager becomes aware of a position vacancy as a result of a newly budgeted position or as a result of someone leaving the position, he/she should submit a written request fill the position to Human Resources for approval. The department supervisor will be given the opportunity to provide justification for immediate hiring of the position or may communicate that the department could delay the hiring based on other arrangements to fulfill the responsibilities of that position. During hiring freezes and/or during times of budget constraints, Human Resources will discuss the information provided by the department director with the City Manager or designee. The City Manager or designee will make a decision to either proceed with filling the position or to delay hiring for a period of time. In some cases, the position may not be approved as a continued budgeted position for hire. If the position is budgeted and approved for hire, Human Resources will partner with the supervisor in completing the hiring process. The Police and Fire Departments may choose to develop and implement their own hiring procedures with the approval of the City Manager and Human Resources. All job offers are conditional upon a successful drug screen and criminal background check.

Salary Offer Approval

A pay plan is a schedule of base salary rates that establishes the relationships between a group of job classifications within an organization. Longevity, overtime, or other additional pays are not included in the base salary rate.

- A. Applicants who meet the minimum qualifications of the position will be placed at Step 1 or the entry rate of the salary grade. Applicants with substantially better than minimum qualifications may be recommended for a higher step.
- B. Salary offers above the entry rate can be recommended by the department supervisor; however, the department supervisor must consult with and obtain prior written approval from Human Resources and the City Manager prior to extending the offer to the applicant.
- C. Rehired employees will be handled as new hires.
- D. Returning seasonal employees may be hired at one step higher than when they previously worked for the City with the approval of Human Resources.

Minimum Age Requirements

The minimum age for a full-time appointment is age 18 years, unless a different age is mandated by state or federal law. All other appointments will be in compliance with applicable state and federal child labor regulations.

Applicant Motor Vehicle/Equipment Operator Standards

Applicants for positions requiring the operation of City vehicles or motorized equipment must meet the minimum conditions to be considered for employment:

- A. Have reached the age of 18 years.
- B. Be physically qualified to hold a driver's license and have the proven ability to drive and operate the equipment safely.
- C. Have a valid driver's license of the appropriate class, issued in the employee's current state of residence.

Applicants will not be eligible for consideration of employment in positions requiring the operation of City vehicles or motorized equipment in the following circumstances:

- A. License suspended, revoked or denied.
- B. Driving while intoxicated (DWI) or driving under the influence (DUI) or narcotics conviction within the past three years.
- C. Any serious violation such as reckless driving, endangering lives of others, racing, failing to stop and render aid, or vehicular manslaughter within the past three years.
- D. More than three standard moving violations such as speeding, reckless driving, disregarding a traffic control signal, failure to signal, failure to keep right, following too close, etc. within the past three years.

Applicant Disqualifications

Applicants may be disqualified from consideration of employment for any of the following reasons:

- A. The applicant does not meet the minimum qualifications of the position.
- B. If the applicant previously worked for the City and was involuntarily terminated due to unsatisfactory performance or conduct and/or violation of a City policy or if previously determined ineligible for rehire.
- C. The application is incomplete.
- D. If the applicant's employment would result in a violation of the City's nepotism policy.
- E. Applicant's failure of any of the City's background check (e.g., poor references) and/or employment requirements including, but not limited to, alcohol or drug testing.
- F. Applicant's failure to meet minimum motor vehicle standards/equipment operator standards, if applicable.
- G. The applicant makes any false statement or omission of fact on the employment application.
- H. The applicant commits or attempts to commit a fraudulent act at any stage of the hiring process.
- I. The applicant is unable to perform the essential functions of the job applied for with or without a reasonable accommodation.
- J. The applicant is not legally permitted to work in the United States.
- K. Any other reason deemed to be in the best interests of the City.

3.10 Reemployment

Rehired employees are subject to the conditions of employment and benefits of a newly-hired employee, except where specifically stated otherwise. Individuals involuntarily terminated for disciplinary reasons are generally not eligible for rehire. Individuals terminated for non-disciplinary reasons, such as incapacity (as defined herein) and other reasons outside of their control, may be eligible for re-employment. City retirees may be rehired into their former City position, or another vacant position for which they qualify, in a part-time or seasonal/contract labor capacity. Retirees hired as part-time or seasonal employees cannot work more than 1000 hours per calendar year in a part-time or seasonal capacity without it affecting the TMRS benefits they are receiving.

3.11 Separation from Employment**Types of Separations**

A. **Resignation:** Employees may leave City service by submitting preferably a written resignation to their supervisor at least 10 working days in advance of their last day of employment, but oral resignations may be accepted. The written resignation should include the requested effective date of the resignation, the reason for resigning, and signature of the employee. The

member of management or Human Resources receiving the notice of resignation should include a note that he/she has accepted the resignation and sign and date. Employees who resign with reasonable notice and whose documented performance and employment records are at an acceptable standard will be deemed eligible for reemployment. Generally, the City does not deem it in the best interest of the organization to accept an employee's withdrawal of a resignation. Once a resignation is tendered by the employee and accepted by the City, it may not be withdrawn unless the department director and the City Manager agree.

If an employee fails to give two weeks' notice of resignation, he/she may not be eligible for rehire. Eligibility for rehire can be disclosed during reference checks.

B. **Job Abandonment:** An employee is considered to have voluntarily resigned City employment if the employee fails to return from an approved leave of absence on the date agreed upon by the City and employee or in situations where the employee fails to report to work without notice to the City for two consecutive work days or shifts without sufficient cause. Employees who abandon their jobs will not be eligible for rehire.

C. **Retirement:** Full-time employees are afforded retirement under the Texas Municipal Retirement System. Eligible employees may retire from City service in accordance with applicable programs. Service retirement through TMRS may require a 30 day notice. Retirement with the City is a voluntary separation and employment is terminated on the effective date of the TMRS retirement.

D. **Involuntary (Disciplinary) Termination:** Employees may be separated from the City for violation of City and/or departmental policies. Employees separated through involuntary termination are generally not eligible for rehire.

E. **Failure of Probationary Period:** Employees who fail their probationary period may be separated from the City and are generally not eligible for rehire.

F. **Failure to Maintain Minimum Job Requirements:** Employees may be separated for failure to maintain or secure licenses or certifications required as a condition for performing the job.

G. **Resignation in Lieu of Pending Disciplinary Action:** A resignation because of pending or possible disciplinary action may be considered as separation for misconduct. Employees who resign in lieu of pending disciplinary action will not be eligible for rehire and may not be eligible for unemployment.

H. **Incapacity:** Incapacity can result from on-the-job injuries or from injuries or illnesses not related to the job or workplace. Incapacity occurs when an employee, for medical, psychological or other reasons, is unable to perform his/her essential job functions. It is the supervisor's responsibility to know an employee's ability to perform essential job functions. Should an employee's ability to perform his/her duties be questioned, the department director should consult with Human Resources. If reasonable accommodations cannot be made and an employee is unable to perform the essential duties of his/her position with or without reasonable

accommodations, the employee may be given a non-disciplinary termination due to business necessity with no appeal.

If an employee is unable to return to regular duty after an on-the-job injury, he/she may be given a non-disciplinary termination with no appeal, subject to consideration of an ADA accommodation of continued leave, and provisions of the workers' compensation policy. No guarantee is made of continued leave.

An employee who is unable to return to regular duty as a result of a non-work-related injury or illness that has exhausted all accumulated paid and non-paid leave may be given a non-disciplinary termination with no appeal, subject to consideration of an ADA accommodation of continued leave. No guarantee is made of continued leave.

Prior to termination of employment for incapacity as a result of an on-the-job injury or an illness or injury not related to the work place, the employee's doctor must provide a written statement relative to the employee's ability to perform the essential functions of the job. The City can require a second opinion from a health care provider of its choice. If there is a conflict between the two doctors' reports, the City can require a third medical opinion from a health care provider mutually agreed upon by the employee and the City. The third opinion is final. All costs associated with obtaining the second and third opinions will be borne by the City.

I. **Death:** When a City employee passes away, his/her estate receives all pay due and any earned and payable benefits as of the date of death.

J. **Reduction in Force:** A reduction in force is a non-disciplinary decrease in the number of authorized positions. Whenever possible, the employee reduction from one department or division may be absorbed by transfers to suitable positions elsewhere. Such positions will not necessarily be at the same pay rate or grade. If extenuating circumstances lead to a reduction in force, the City Manager or designee and Human Resources will develop a reduction-in-force plan. Human Resources will work with the impacted department to coordinate and implement any layoffs.

Layoffs may occur as a result of business necessity. Business necessity includes, but is not limited to: a discontinuation of or reduction in demand for service; a change in the level or source(s) of funding; technological developments that reduce staffing requirements; the need to accomplish economic or staffing efficiency; privatization or outsourcing of services; requirements of State and/or Federal laws. This plan will consider the following criteria, in the following order of priority:

1. Departmental/Division goals
2. Employee productivity
3. Employee skills, knowledge, and abilities
4. Employee tenure

When possible, the City will notify all employees impacted by a reduction-in-force not

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later than 60 days prior to the effective date. Any contracted services obtained as a result of the layoff must be shown to be more cost effective than maintaining the position. The City will work with employees directly impacted by a reduction-in-force to help simplify the transition. The City will provide impacted employees the following outplacement assistance:

1. Allow a reasonable amount of time during the work day for completion of applications to be submitted for internal/external job opportunities.
2. Allow employees to receive/place phone calls for the purpose of scheduling job interviews. Allow employees up to 5 hours per week to attend job interviews or otherwise attend to issues related to their job search. Department directors will define "reasonable amounts of time" for purposes of this policy.
3. Continued salary and benefits will be dependent upon the City's availability of funds.

Exit Procedures

A. Upon receiving notice of an employee's resignation, the supervisor should contact Human Resources immediately and provide the written resignation letter. The supervisor is responsible for collecting all City issued equipment and property.

B. Human Resources, upon notification of the resignation, will contact the exiting employee to schedule an informational meeting to provide benefits continuation options. Should an employee choose not to participate in an exit meeting, all benefits information and an Exit Interview survey, will be mailed to his/her email address and/or home mailing address.

Separation Pay

Upon separation of employment, employees will receive their final paycheck no later than the next regularly scheduled pay date. The final paycheck will include all hours worked during that pay period and payment of any accrued benefits. The value of City equipment or property that is not returned, or is damaged or missing, may be deducted from the separating employee's final paycheck. The final paycheck will be direct deposited.

Employee Benefits

Any medical, dental or vision coverage currently provided by the City to the employee as a group benefit will continue through the last day of the month in which the employee separates employment. Employees who are vested with TMRS may leave their money in TMRS until eligible for retirement. Employees who are not vested may leave their money in TMRS for up to five years. Employee options for continuing benefits coverage will be provided at the time of separation.

Appeal of Separation

Regular full-time and part-time employees, with the exception of new hire probationary employees have a right to appeal involuntary (disciplinary) separations from employment. An employee must follow the appeal procedures outlined in the City's Disciplinary and Appeal

Procedures policy if he/she chooses to appeal.

3.12 Nepotism

Nepotism is defined as the practice of favoring relatives over others, and in this policy, is speaking of nepotism as it relates to employment of relatives. Employment may be restricted when an applicant or current employee is related by blood (consanguinity), marriage (affinity), or civil law to another City employee or official. Relatives currently employed as of the effective date of this rule are exempt from the provisions outlined within.

For purposes of this policy, relatives are defined ("civil law" method) as any of the following:

A. Persons related through blood relation including father, mother, daughter, son, brother, sister, grandparent, grandson, granddaughter, aunt, uncle, niece, nephew, great grandparent, great grandson or great granddaughter.

B. Persons related through marriage including husband, wife, son-in-law, daughter-in-law, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter, brother-in-law, sister-in-law, or spouse's grandparent, grandchild, step-grandparent, stepsister or stepbrother.

Any person related to the City Manager, Mayor, or a City Council member may not be appointed to any paid office or position in the City unless allowed pursuant to the Texas Government Code or by authorized City Council waiver. A department director or supervisor may not employ any relative in a regular full-time position in his/her respective department. Generally, relatives may work in the same department; however, under no circumstance may relatives by blood, marriage, or civil law permanently supervise one another. Further, employees may not hire, review the work of, or have any official voice in recommending or controlling the compensation, work assignment, working conditions, or hours of work of any individual related to them. The City Manager may apply or waive the nepotism prohibition rule for other organizational and/or personal relationships as deemed in the best interest of the City, and in accordance with applicable state law and these policies.

In situations where a violation of this policy may exist, the employee or applicant (at the time of application) is required to notify Human Resources. Failure to do so will result in disciplinary action, up to and including termination of employment for a current employee and non-consideration of an applicant based on falsification of the employment application.

Should a current employee become a relative of another employee and fall subject to a prohibited employment relationship, the City Manager will determine if a conflict of interest exists and will address the situation as deemed appropriate, and in accordance with applicable state law and these policies.

3.13 Personal Relationships

Personal relationships of a romantic or intimate nature between employees are discouraged. Supervisors are prohibited from engaging in personal relationships with subordinate employees. The City Manager will determine the appropriate course of action, in accordance with applicable state law and these policies, in cases where a perceived or actual work-related conflict arises as a result of a personal relationship.

3.14 Residency

All employees serving in positions for which standby pay is budgeted must reside within 30 minutes of the McCulloch County Courthouse, provided that written exceptions may be granted by the City Manager. The City Manager shall be a resident of Brady. Directors and Division Supervisors shall all be residents of McCulloch County, unless exceptions are made by City Council or City Manager. Current employees as of the effective date of this manual may be grandfathered or may be given a reasonable time to relocate to comply with this policy. Residents of the City of Brady, or those that will be relocating, will be given preference for hiring practices.

3.15 Dual Employment

Employees may occupy only one position within the City at any given time unless otherwise approved by the respective department director and Human Resources.

3.16 Executive Employees

Executive employees of the City of Brady are those that are appointed by the City Council, with the exception of the Municipal Court Judge, who is the Executive Officer of the Court. For identification purposes, those employees are the City Manager, City Secretary, City Attorney, Fire Chief and Police Chief.

3.17 Media Relations and Communications

It is the role of the City Manager's Office and designated public information officers to communicate with and assist in media relations and emergency response information distribution. Uniform strategies governing written and verbal communication with the news media that provide consistent, accurate, and timely information regarding City events, initiatives, projects, programs, and facilities will be utilized. Effective communication of City goals, enhancing customer service, and ensuring the public is accurately informed is the City's goal. In the event an employee is contacted by the media, any response shall be coordinated with the City Manager's Office or applicable public information officer.

CHAPTER 4 – CLASSIFICATION & COMPENSATION**4.01 Objective of Position Classification Plan**

The purpose of a position classification plan is to organize all City positions into groups or classes on the basis of similar duties, responsibilities and qualification requirements as outlined in the job descriptions. Equitable pay is assigned on a class basis in order to provide comparable pay for substantially equal work performed.

4.02 Preparation and Maintenance of a Classification Plan

The City Manager or designee shall prepare and administer a classification plan for the City. Departmental responsibilities will include collection of all necessary information required to prepare and maintain a viable classification plan and continuous maintenance and administration of the plan. Maintenance will include responding to requests for classification reviews, evaluation and classification of new positions as well as periodic review of the classification plan to ensure that all positions are correctly classified.

Human Resources shall be aided by departments in the classification preparation and maintenance process by submitting job descriptions any time there is reason to believe that there has been a change in the duties and responsibilities of one or more positions, each time a new position is established for incorporation into the plan or each time a department or division is reorganized.

Human Resources shall be responsible for the review and recommendation to the City Manager's Office of the adoption of duties, responsibilities and qualifications as written in the job description. Human Resources shall recommend allocation of positions to specified classes in the classification plan. Generally, pay range adjustments will be considered on an annual basis in conjunction with budget preparation. Pay range adjustments will be effective for all employees with the same title within the pay plan.

If an employee believes that his/her position is improperly classified, that employee may provide written specific concerns to the department director regarding the classification. Position classification can neither be grieved nor appealed.

4.03 Objective of Compensation Plan

The objective of the City's compensation plan is to provide a systematic procedure for classification and compensation of employees upon hire. The City desires to utilize a fair and equitable ~~12-step~~ pay system that assists the City in attracting, hiring, developing and retaining a highly competent workforce. The pay system is built to meet all criteria associated with the

concepts of internal equity, i.e., equal pay for equal work, equal pay for similar work and equal pay for comparable work.

4.04 Performance Appraisal

The intent of the City's performance evaluation process is to provide sufficient opportunities for employees to receive fair, accurate and helpful performance feedback. The feedback received should assist employees in maintaining and/or improving good job performance and ultimately contribute to providing the best service possible to our citizens and customers, consistent with the City's core values. The performance evaluation process serves as a management tool for making decisions regarding career development, succession planning, training, and retention.

The performance evaluation process is the ongoing action of setting performance expectations, coaching employees to reach those expectations, providing feedback to employees and then reviewing and recognizing those performance results.

Feedback discussions should occur throughout the year, in addition to the following formal evaluations for regular full-time and part-time employees:

Types of Performance Appraisals

A. **New Hire:** New employees to the City are considered probationary employees for the first six months of continuous service. New employees will receive a formal performance evaluation on their six month anniversary date. Sworn Public Safety employees should consult with their respective departments regarding probationary period of employment and performance appraisal. The probationary period serves as a formal opportunity to determine if a mutual fit exists between the employee and the organization. A decision to continue or end employment may be made at any time, by either the employee or the City, during or after completion of this period. Police officers may have a longer probationary period.

B. **Promotion:** Promoted employees will be on six (6) months' probation. This six (6) month period serves as a formal opportunity to determine if the employee is a good fit with the new position assumed. A decision to continue or end employment may be made at any time, by either the employee or the City, during or after completion of this period. Promoted employees who fail probation may be offered their previous position if the position is available. If not, termination of employment may occur. Employees who have been promoted will receive a check-in quarterly, after three months following promotion and a formal performance evaluation on their one-year anniversary date.

C. **Demotion:** Employees who have been demoted voluntarily or involuntarily will be on six (6) months' probation, which serves as a formal opportunity to determine if the employee is a good fit in the new position. A decision to continue or end employment may be made at any time, by either the employee or the City, during or after completion of this period. Employees will receive a check-in quarterly, after three months following their demotion and a formal performance

evaluation after one year of service in their position on their one-year anniversary date.

D. **Transfer:** Employees who have transferred will be on six (6) month probation. This six (6) months' period serves as a formal opportunity to determine if the employee is a good fit with the new position assumed. A decision to continue or end employment may be made at any time, by either the employee or the City, during or after completion of this period. Transferred employees who fail probation may be offered their previous position if the position is available. If not, termination of employment may occur. Employees who have transferred will receive a check-in quarterly, after three months following their transfer and a formal performance evaluation after one year of service on their one-year anniversary date. An employee transferring from a position that he/she has worked in for at one year will receive a performance evaluation prior to transferring to the new position.

E. **Annual:** Employees will receive a performance evaluation on an annual basis, generally due in December. The City Manager and other appointed positions will receive an annual evaluation on their anniversary date.

F. **90 Day Re-Evaluation:** Employees receiving an overall performance rating of "Improvement Needed" on their annual performance evaluation will generally be placed on a Performance Improvement Plan ("**PIP**") for three months. At the end of the three-month period, the employee will receive a formal re-evaluation of his/her performance. Failure to demonstrate acceptable fulfillment of the PIP at the conclusion of the 90-day period will result in termination of employment.

A performance evaluation is not subject to appeal or grievance. However, if an employee disagrees with any portion of the evaluation, he/she may provide a written statement to be attached to the evaluation.

An employee on a Leave of Absence at the time formal performance evaluations are done will receive a performance evaluation within two weeks upon his/her return to work.

4.05 Pay Increases for Employees

Pay increases for employees will be dependent upon the availability of funds and final approval by the City Council as part of the annual budget process. Amounts will be determined annually by the City Manager's Office, with the total percentage amount approved by City Council as part of the annual budget process.

4.06 Reclassification

Reclassifications of positions generally occur when the job duties and/or responsibilities of the position are materially changed to such a degree that they are no longer comparable to like jobs within the same range throughout the City. A reclassification does not create a vacancy in the number of budgeted positions. It is the department director's responsibility to ensure that such

changes in job duties and/or responsibilities are necessary and in the best interests of the City.

It is also the department director's responsibility to work with Human Resources on all reclassifications, taking into consideration the employee's experience, external market conditions, department equity, and how the employee has added value by expanding the original scope of the job.

Reclassifications to current employees and incumbents will require the review and approval of the Position Reclassification & Review Panel, to include at least one (1) city council member, and will be scheduled on an as-needed basis. Reclassifications to vacant positions require the review and approval of the City Manager. Any reclassifications will be effective on the first day of a pay period. Reclassified employees will typically be placed at Step 1 of the new pay grade or receive an increase of at least 3%, whichever step is greater.

4.07 Payroll

Wages shall be paid biweekly. Payroll deductions will be provided for City -sponsored programs as approved by the City Manager.

Direct Deposit

It is the policy of the City that all employees shall participate in payroll direct deposit. It is the employee's responsibility to provide accurate banking information to payroll (routing number, account number). Employees must submit a voided check or letter from his/her banking institution along with the proper direct deposit change form when enrolling or changing direct deposit information.

Once the direct deposit form is received in Payroll, it may take up to one payroll cycle for the actual direct deposit to take effect. During that time, the employee will receive a payroll check.

Employees are advised to contact Payroll when contemplating closing their bank account(s), to assure that direct deposit payments are not in transit and to minimize the possibility of delayed payments.

Payments credited to bank accounts incorrectly via Direct Deposit will be reversed by the City as soon as the error is noted. A corrected entry will be processed as quickly as possible and credited via direct deposit. If correction by direct deposit is not feasible, a check for the correct amount will be issued by the City. In the event that an employee has withdrawn funds which were erroneously credited to his/her account and City is unable to execute a reversal of the erroneous entry, Payroll will arrange repayment with the employee.

4.08 Certification and Education Pay

Employees are eligible for certification pay as-if approved by the City Council certification pay schedule in the annual budget process for full-time employees.

4.09 Emergency Disaster

In the event of a disaster and after the declaration of an emergency, employees may be required to report for assignment to their respective departments or any other department within the City organization as set forth in the City's Emergency Management Plan.

4.10 Fair Labor Standards Act Overview

This policy is designed to facilitate compliance with the Fair Labor Standards Act. Except as expressly provided for in this policy, no one has authority to make exceptions under the law. No employee or supervisor has the authority to enter into any arrangement or agreement which denies any City employee the rights allowed under the Fair Labor Standards Act. All non-exempt City employees shall be guaranteed the right to be compensated in accordance with established guidelines under the Fair Labor Standards Act.

4.11 FLSA Responsibilities

The City is responsible for ensuring compliance with the Fair Labor Standards Act in the classification of positions, policy development, training, payroll, and child labor standards. Human Resources is responsible for the overall administration and interpretation of that Act.

Department supervisors are responsible for ensuring compliance with the policies and procedures outlined in this policy. Department supervisors will be responsible for requesting exemption status changes and reporting any changes, which may affect that status.

Each supervisor is responsible for exercising adequate supervision to ensure that employees comply with established work schedules and that unscheduled work is performed only in bona-fide emergencies. The mere establishment or communication of work schedules does not relieve directors or supervisors of their responsibility for controlling work time. Directors or supervisors are responsible for controlling starting and stopping times whether within or outside the usual work schedule. Directors or supervisors are also responsible for the recording of hours worked as they actually occur.

It shall be the duty of employees to comply with departmental work schedules and avoid performing work that is unscheduled or non-directed outside of assigned work schedules or assignments for bona-fide emergency situations.

4.12 Workweeks

(a) **Standard work periods.** Standard work periods are established for purposes of compliance with the Fair Labor Standards Act. The work period normally begins at 12:01 a.m. on

Tuesday and ends at midnight on the following Monday. Directors, with the consent of the City Manager, have the ability to establish a flexible workweek in their departments, as long as service levels and productivity standards are maintained. The work schedule for each participant must be declared in writing to Human Resources.

- (1) The standard work period for employees, other than Sworn Police Officers and fire suppression personnel, is seven (7) days. The standard number of required work hours within the work period is established as a minimum of forty (40) hours for full-time, regular, non-exempt employees.
- (2) The standard work period for fire suppression personnel is 28 days. The standard number of hours worked during this work period is 212.
- (3) The standard work period for sworn police officers is 14 days. The standard number of hours worked during this work period is 86 hours.

(b) All offices and departments of the City will be closed on Saturday and Sunday, except the Police Department, Fire/EMS Department, and portions of the Golf Course, Airport, Lake, Sanitation, Public Property Maintenance (PPM), Water, Electric, Gas, and Wastewater Division. Division Supervisors will assign employees necessary to operate departments not closed on Saturday and Sunday.

(c) Part-time employees will only receive pay for the time they actually work. Time must be verified by the appropriate Division Supervisors. Part-time employees are not eligible for vacation, sick leave, retirement, group medical coverage, insurance, or holiday pay.

(d) No compensatory time will be allowed for any City employees. Flex-time of hour per hour is available, as approved and authorized by the employee's supervisor.

4.13 Hours Worked

Hours worked are any hours that the City requires or permits employees to be actively on duty. Vacations, personal days, holidays and all types of illness leave are not to be considered hours worked. If an employee is given break time, it will not be used to reduce the time an employee is actively on duty.

Recording Time

All employees are responsible for accurately recording and approving their own time. Time corrections must be authorized/approved by the employee, as their approval is verification to their working those hours. If an employee is out, the designated supervisor shall ensure time is entered appropriately. The employee will be required to electronically approve his/her timesheet in the automated time and attendance system upon return to work. For employees without access to the time and attendance system, a printed version must be made for the employee to approve when they return.

4.14 Timesheets and Time Clock

(a) Timesheets: Each exempt employee is required to turn in the employee's timesheet by the final day of each pay period to the Department Head. Each Department Head must approve and submit the approved timesheets to the Finance Department by 9:00 a.m. the next business day following the final day of each pay period. Absences for the pay period must be submitted with each time sheet.

(b) Time Clock: Each non-exempt employee is required to use the Time Clock to clock in and out each day with the employee's timecard if the employee works at the site where a time clock is located and accessible. Each employee is required to sign the employee's timecard agreeing that the timecard accurately and completely reflects all time worked during the period in question and that no hours were worked that do not appear on the card. **It is a violation of city policy to:**

- (1) allow another to clock in or out for the employee;
- (2) fail to clock in when the employee arrives;
- (3) fail to clock out when the employee takes a lunch break or leaves work;
- (4) fail to submit all hours worked; or
- (5) fail to follow time clock policies or procedures issued by the City Manager.

Any failure of this policy **is considered theft and will** ~~may~~ result in disciplinary action, **up to and including termination.**

A non-exempt employee who works or trains off-site, comes to the off-site location or leaves from the off-site location, or who is approved to use a time sheet, may use a time sheet for that time. The time sheet shall be submitted pursuant as if the time clock was used. Any nonexempt employee whose primary work location is at a location that does not have a time clock shall use a time sheet in the same manner provided by his supervisor.

Any discrepancy between the timecard and the employee's work hours requires notification to the employee's supervisor within seventy-two (72) hours whether the discrepancy is based on employee error or time clock malfunction. Only an employee's Director, supervisor or the City Manager may make manual changes to an employee's timecard or time sheet. Time recorded will be the work-time paid or employees will be paid from time sheets verified by actual recorded times. Any adjustments to the recorded time on a timecard or time sheet must be approved by the employee's supervisor. Supervisors will be accountable to the City Manager for any manual changes submitted.

4.15 Call Out

Call out is an assigned duty to accomplish required work assignments after normal working hours in any department that does not have scheduled work hours on a twenty-four hour basis. Pay for call out will be based on actual hours worked with a minimum of one (1) hour credited work

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time for those who travel to and from an assigned worksite.

Employees called out to work during emergencies will be compensated at time and one-half. An emergency is defined as an unscheduled work time in which life is threatened or the welfare of the public is at risk and requires the immediate assistance of additional personnel. An example of a life-threatening situation would be a major fire or police emergency. An example of public at risk would include ruptured water or wastewater main or a requirement to respond to storm damage jeopardizing public safety.

4.16 On-Call / Standby Pay

The City compensates employees who are designated and/or placed in a rotating on-call status for each 24-hour period for which they are designated as on-call. This policy applies to all employees in positions required to participate in a rotating on-call status.

The supervisor or designee will be responsible for identifying and coordinating the on call schedule and positions within the respective department.

Eligibility for On-Call Pay

The employee must be specifically assigned for on-call status for the 24-hour period. The employee designated as the primary on-call person must be able to respond to the call within (30 minutes of being contacted).

If an employee is on sick leave on a day that he is scheduled to be on-call, the employee is not eligible to receive on-call pay for that day. If the employee uses sick leave to attend a doctor's appointment on a day he is scheduled to be on-call, he is still eligible for on-call pay, so long as the appointment does not affect the employee's 30 minute on-call response time. Employees shall document on their leave request if their sick leave was used to attend a doctor's appointment.

4.17 Meal and Break Periods

A meal period is not included as hours worked unless authorized by City management.

Any meal period consisting of less than thirty minutes is to be considered hours worked. The period normally set aside for meals should be recorded as such unless employees perform work during such periods. Example: If an employee sits at his/her desk and eats during lunch break, but **is told to** answer the telephone and wait on customers by their supervisor, the lunch break is to be considered time worked. Supervisors must ensure that employees adhere to work schedules to avoid unnecessary overtime.

Depending on workload, supervisors may authorize two daily break periods for employees. Additional ones may be granted for employees working in excessive outdoor conditions. This will

consist of up to 15 minutes each in the morning and afternoon. Break periods will be considered as hours worked; however, they are not guaranteed.

4.18 Travel Time

The determination of travel time as hours worked will be in compliance with the Fair Labor Standards Act as administered by the Department of Labor Wage and Hour regulations.

4.18.1 Travel from home to work before reporting time on an assigned workday and travel from work to home at the end of the workday is not time worked. Use of a City owned vehicle for purely commuting purposes does not normally constitute hours worked. Travel from home to work and work to home to a different work site that is within reasonable commuting distance is not hours worked.

4.18.2 Time spent by employees in travel, as part of their normal activities, such as travel from job site to job site during regular hours, is time worked and must be recorded as such.

4.18.3 Travel performed outside the employee's normal work schedule may constitute hours worked. Specifically, this includes all travel performed outside of regular working hours when responding to call outs and emergencies.

4.18.4 Attendance at training, schooling or other meetings, offered or made available to employees as part of employee development opportunity, whether during, before or after the employee's regular work schedules, is to be considered hours worked, maximum of your regularly scheduled work day. Sleeping time is not considered work time.

4.18.5 **Voluntary attendance** at lectures, meetings, training programs and similar activities, does not constitute hours worked.

4.19 Overtime

All employees classified as non-exempt will be paid at one and one half (1.50) times their regular rate, as defined under Fair Labor Standards Act, for hours worked in excess of their regular workweeks (i.e., 40 hours) or regular work periods (i.e., Police work period of 86 hours in 14 days, fire work cycle of 212 hours in 28 days).

Authorized overtime shall require the approval of the supervisor or, in some cases, the City Manager. Employees who work unauthorized hours may be subject to disciplinary action, up to and including termination.

For all personnel, time records will reflect actual time worked by employees. Each workday must be recorded separately with respect to hours worked. Hours worked in excess of the regular workweek or work period must be designated as overtime on the time records in order to be officially recognized as such. Employees working less than eight hours in any one day will record

the hours actually worked. The Fair Labor Standards Act expressly prohibits averaging work time to record as eight hours per day on time records.

4.20 Volunteers

Employees cannot volunteer to do the same work at the City for which they are currently compensated for by the City. Fire fighters and police officers may volunteer to work at another entity with which the City currently has a mutual aid agreement.

4.21 Membership Dues Payroll Deduction Policy

Policy Statement

The City may make payroll deduction available to employees who are members of a City -approved association or organization that requires membership dues. This policy applies to all employees of the City. This policy and its administrative procedures should not be interpreted as the City's endorsement of any employee associations and organizations and shall not require the City to provide payroll deduction.

CHAPTER 5 - LEAVES**5.01 Attendance**

Regular attendance and punctuality are crucial for providing essential services to the citizens of our community. Absenteeism and lateness disrupt operations, impact responsiveness, affect customer service and create morale problems when others must cover for absent co-workers. Employees are expected to be at work, on time, at all times.

To support authorized time off, the City offers a comprehensive leave benefit to all employees. It accommodates almost any situation that might arise, from normal vacation to sick leave to bereavement. Provisions for each category are outlined in this chapter. Regardless of reason, all scheduled absences must be coordinated and approved in advance.

5.02 Tardiness

If an employee is unable to report to work on time, he/she must contact his/her supervisor at least 30 minutes prior to the start of their scheduled shift. Failure to make the required notification may lead to disciplinary action, as outlined in the Employee Relations section of this policy. Departments may specify their own specific reporting requirements.

~~Tardiness is defined as reporting ten or more minutes late for work. Repeated instances of failing to report to work on time can negatively impact operations, morale and job performance. Consequently, s~~Supervisors must take disciplinary action in all instances of habitual, unexcused tardiness.

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5.03 Job Abandonment

An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered absent without leave, which constitutes abandonment of duties, and shall not be in pay status for the time involved. Absence for two consecutive working days (or 24 hours for Fire shift employees) without proper notification or without satisfactory reason shall be considered job abandonment and designated as an employee termination.

5.04 Sick Leave

The purpose of this policy is to establish uniform guidelines for the administration of sick leave for regular full-time and eligible regular part-time employees.

Sick leave is paid time away from work to provide income protection for an employee who:

- A. Is unable to perform his/her job due to an illness or injury;
- B. Must miss work to care for an immediate family member who is ill or injured;
- C. Needs time away from work for visits to a professional healthcare provider, for him/herself or for an immediate family member, which cannot be reasonably scheduled outside of normal work hours;
- D. Death of an immediate family member.

For purposes of this policy, immediate family member is defined as an employee's spouse, children, parents (includes in-laws and step children), grandparents, a dependent residing in the employee's household, and a legal guardian/ward. Any exceptions to this definition must be approved by the department director after consultation with Human Resources.

5.05 Sick Leave Accrual

Definition and accrual rates – Sick leave is defined as a fully compensated absence from work arising from any illness, sickness, off-the-job accidental injury, or on-the-job injury as defined or allowed by the City. All regular full-time employees shall accrue 3.08 hours of sick leave each pay period. Unused sick leave time may be accumulated up to a maximum of 500 hours.

Proper use of Sick Leave – Sick leave shall not be considered as a right, which each employee may use at his discretion. It shall be allowed only in cases of necessity and actual sickness or disability of the employee, the employee's spouse or child, or the mother or father of the employee or spouse. Up to 3 days sick leave may be granted to care for other biological family members or family members by marriage, that have had a major medical event if no other means is available to provide such care, with the approval of the City Manager

Employees who are absent for more than three (3) days may be required to provide a medical release before returning to duty. Failure to present this release if requested by the Division Supervisor may result in such absence being recorded as leave without pay, and may subject the employee to disciplinary action under these policies. Minor ailments, which would not affect the safety, or health of the employee or other persons or property while performing job duties, do not qualify an employee for leave chargeable as sick leave.

- (a) **Reporting Sick Leave Absences** – In order to receive compensation while on sick leave, an employee shall notify his immediate supervisor within the hour prior to the time set for the employee to begin his daily duties. Those employees working shift work, who relieve other personnel, should notify the supervisor as soon as possible so that a replacement can be located. If the employee is unable to contact his supervisor, the employee shall notify the supervisor's designee. Failure to give such notification, except in emergency or unusual circumstances, may cause an employee's absence to be charged to leave without pay, and subject the employee to disciplinary action up to and including dismissal.
- (b) **Contributing Unused Sick Leave to Another Employee** – In the event of any major health care situation requiring, by a physician, more than two (2) weeks absence from work

in which an employee has insufficient accrued sick leave or vacation to cover the period beyond two weeks, and has been employed by the City for at least one (1) year, the City Manager may authorize special sick leave donation arrangement. Other employees may be permitted to contribute unused sick leave from their individual accounts to the effected employee on a non-refundable basis.

In such event:

- (1) The affected employee's department supervisor will dispense contributed sick leave to the employee on an "as needed" basis;
 - (2) Should the affected employee be able to resume work before all contributed sick days have been used, the balance of the unused leave donations will be returned to the contributors on a prorated basis; and
 - (3) The amount of sick leave an employee may donate to another employee meeting these requirements is limited to one-half (1/2) of the donating employee's current balance, but no more than forty (40) hours of sick leave per year.
- (c) Unused Sick Leave** – No cash payment for unused sick leave shall be made upon termination of employment, retirement, or death of an employee. No employee shall be permitted to donate sick leave to any other employee during the last two weeks of any such employee's employment.

Full time employees transferring from a regular full-time position to a regular part-time, seasonal or temporary position will not be paid for any accrued, unused sick time at the time of transfer.

To be authorized for leave under this policy, an employee must notify the appropriate supervisor according to the procedures established by his/her department. Each department will establish and communicate procedures for scheduling/reporting the use of sick leave for both foreseeable (i.e., such as a doctor's appointment) and unplanned absences (i.e., unexpected illness/injury). Employees who become ill or injured during the period of their vacation may request that their vacation leave be converted to sick leave. Employees will be required to provide documentation and receive supervisor approval prior to any changes being made.

Sick leave usage will run concurrently with Family & Medical Leave, if applicable. In the event that an employee will be or has been absent for more than three consecutive working days (or 36 hours for fire shift employees) for reasons covered under this policy, he/she should contact Human Resources as soon as possible to determine whether the absence should be designated as leave under the Family and Medical Leave Act (FMLA). The employee's supervisor should also contact Human Resources upon notification of or absence of the employee for more than three days. For absences authorized under FMLA, Human Resources will request documentation to support the need for absence and/or the return to work. Please refer to the City's Family and Medical Leave Policy for more information.

Documentation

A supervisor should consult with Human Resources if he/she suspects employee misuse of sick leave not authorized under the Family and Medical Leave Act (FMLA) or workers' compensation leave.

An employee returning from a sick leave absence for his/her own illness/injury in excess of three consecutive work days may be required to submit a return-to-work release from his/her doctor. The employee may also be required to take a fitness-for-duty test if such a test is normally required for placement in the job. Department heads should contact Human Resources to coordinate a return-to-work release and/or fitness-for-duty test, if needed. If required, both the release and a passing score on the fitness-for-duty test must be submitted to Human Resources before the employee may resume regular work duties.

Sick leave will not be approved for employees who have given a two week notice of resignation from employment with the City. Only personal day or vacation leave will be authorized during the final two weeks of employment, unless he/she has been approved for Family Medical Leave.

5.06 Abuse of Sick Leave

Regular attendance is an essential function of every job. The misuse and abuse of the sick leave benefit is grounds for disciplinary action up to and including termination of employment. Misuse and abuse of sick leave may include, but is not limited to the following:

- A. Evidence of inappropriate patterns of sick leave usage.
- B. Taking excessive leave.
- C. Frequently using sick leave as soon as accrued.
- D. Failure to comply with departmental procedure for the notification and scheduling of sick leave.
- E. Participating in actions or activities that are not consistent with the requested scheduling and use of sick leave.

Supervisors may require doctor's note to return to work if sick leave abuse is suspected **or** for absence more than three (3) days.

5.07 Vacation

Regular full-time employees earn vacation leave. Temporary, seasonal, or part-time employees will earn no vacation or other annual leave.

CITY OF BRADY EMPLOYEE PERSONNEL POLICIES

- (a) Regular, full-time employees shall be eligible for five days of vacation leave after the completion of six months of employment. Vacation leave shall therefore accrue as follows:

1 – 4 years of service – 10 days per year (3.08 hours biweekly)

5 – 9 years of service – 12 days per year (3.70 hours biweekly)

10 + years of service – 15 days per year (4.62 hours biweekly)

20 + years of service 20 days per year (6.15 hours biweekly)

- (b) Each Police and Fire/EMS shift employee shall accrue a combined vacation/holiday pay at a rate of 9 hours for 24-hour shift or 7 hours per 12-hour shift for 26 pay periods per year. When added to accrued vacation time such time shall be subject to a 200 hour maximum for vacation time.
- (c) It shall be the duty of the respective Division Supervisor to monitor vacation schedules to ensure that an adequate work force is available. All requests for vacation will be made a minimum of 5 days in advance, except in case of emergency, by the employee completing and delivering the Leave Form to his supervisor, who will sign the Leave Form if the leave is approved. If the Leave Form is not complete, is not submitted in a timely manner or the employee does not have the requested time, the Leave Form will be returned to the supervisor who will notify the employee.
- (d) **Maximum Accrual** Employees will not accrue any vacation leave above 150 hours in any one fiscal year, except 12-hour shift employees and 28-day Fire Employees maximum equals 200 hours per year.

All employees who leave the service of the City employment shall receive all pay that may be due, with the following qualifications (and subject to any offsets allowed bylaw or by agreement):

- (a) Regular full-time employees who have completed at least six (6) months or more service computed from the date of their regular full-time employment shall be paid for all accrued but unused vacation leave up to a maximum of 150 hours.
- (b) If any employee terminates before the end of a pay period, he will be paid for the total hour actually worked through his termination date at his calculated hourly rate.

Pay out rate shall be at the current rate of pay. Employees terminated for crimes of moral turpitude will not be eligible to receive pay out of accumulated vacation hours.

5.08 Holidays

The purpose of this policy is to identify the guidelines and procedures regarding employee compensation for official holidays of the City.

Holiday accruals are as follows:

All regular full-time and eligible part-time employees are immediately eligible for paid time off for an official City holiday.

Holiday Pay

Regular full-time employees of the City, except employees outlined in Police and Fire/EMS shift employees, will observe the following 13 holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day
13. Floating December Holiday

- (a) In the event any regular full-time *non-exempt* employee of the City is required to work on a City holiday, such employee shall receive compensation at time and half (1.5) of their regular rate of pay for worked hours, in addition to the 8-hour holiday pay including overtime for a call out condition in which a holiday occurs for the assigned pay period.
- (b) If a holiday falls on Sunday, the holiday will be observed the following Monday. If a holiday falls on a Saturday, the holiday will be observed on the preceding Friday.
- (c) Temporary and part-time employees may be given holidays off without pay at the discretion of the Department Head.

Regular full-time employees' holiday pay for official holidays will be paid based on the equivalent to the number of hours normally scheduled to work, not to exceed 8 hours, and will be considered time worked for purposes of calculating overtime pay. Employees will not be paid for a holiday if their absence is considered unexcused the day before or the day after the holiday.

Full-time non-exempt employees who must work on an official holiday will be paid for the hours actually worked at time and a half, in addition to receiving compensation at his/her regular pay rate for holiday hours equivalent to the number of hours normally scheduled to work, not to exceed 8 hours.

An employee on an approved leave status will be paid holiday pay in lieu of any leave status pay he/she would ordinarily receive at the time of the holiday. Receipt of holiday pay while

on a paid leave of absence qualified under the Family and Medical Leave Act (FMLA) does not extend an employee's FMLA leave entitlement.

According to the Texas Local Government Code, firefighters shall have one of the above holidays designated as the September 11th holiday. The Fire Department has designated the September 11th holiday in replacement of the Labor Day holiday.

Employees may request to take other religious and national holidays, but any such request is subject to the approval of the supervisor in consultation with Human Resources. If approved, the employee must use appropriate leave balances (i.e., holiday accruals, vacation, personal day, etc.). Sick leave is not authorized for use for religious or other national holidays.

5.09 Personal Day

All full-time employees will receive one Personal Day per year. This new leave is added to the employee's accrual bank as Personal Day on the first pay period that includes the first day of the fiscal year and may be used to cover full or partial-day absences. It must be taken by the last pay period of that fiscal year. Under no circumstances will the personal day, if not taken, be carried over, cashed out, or paid upon termination of employment.

Time off for the personal day will be paid based on the equivalent to the number of hours normally scheduled to work, not to exceed 12 hours, and will not be considered time worked for purposes of calculating overtime pay or compensatory time accrual.

Each department will establish and communicate procedures for scheduling/reporting use of the personal day for both foreseeable and unplanned absences.

5.10 Bereavement Leave

The purpose of this policy is to establish guidelines for the use of bereavement leave. Bereavement leave is intended for the purpose of allowing an employee time off to attend to the immediate needs resulting from a death in his/her family or the spouse's family as follows:

5.10.1 Persons related through blood relation including father, mother, daughter, son, brother, sister, grandparent, grandson, granddaughter, aunt, uncle, niece, nephew, great grandparent, great grandson or great granddaughter.

5.10.2 Persons related through marriage including husband, wife, son-in-law, daughter-in-law, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter, brother-in-law, sister-in-law, or spouse's grandparent, grandchild, step-grandparent, stepsister or stepbrother.

Any exceptions to this definition must be approved by the department director in consultation with Human Resources on a case-by-case basis.

Eligibility

Regular full-time employees are eligible for paid bereavement leave from their first day of employment. Regular full-time employees will be eligible for up to 24 hours of leave per occurrence. Firefighters assigned to a 24 hour shift will be eligible for a maximum of 36 hours per occurrence.

Employees may, with their supervisor's approval, use any available leave for additional time off as necessary.

Procedures

Employees who wish to take time off in accordance with this policy should notify their supervisor immediately. A supervisor may require the employee to provide documentation for a bereavement leave request.

Leave Substitution

If additional days of leave are requested to take care of family needs in conjunction with a death in the family, then appropriate leave pursuant to other leave policies is to be used prior to the authorization of unpaid leave.

5.11 Inclement Weather

The City follows the inclement weather schedule of Brady ISD. The City is responsible for providing Police, Fire, and EMS, to citizens in Brady with or without inclement weather conditions. Given these responsibilities, it is the City's policy to provide these services under all types of weather conditions, such as heavy snow or ice storms to the greatest extent possible.

Employees unable to report to work due to poor road conditions or other weather-related difficulties or who believe they would be endangering their lives or property by driving to work have three options in the following order:

1. Use accrued personal day.
2. Use accrued vacation leave.

Employees who do not have accrued leave will not be reimbursed for lost time.

5.12 Administrative Leave

An employee who is alleged to have violated a City policy, state, federal, or local law may be placed on administrative leave with or without pay for up to seven consecutive working days (a 24 hour fire shift is equivalent to two working days) at the discretion of the department director in consultation with Human Resources, pending the outcome of any related investigation and/or

the imposition of disciplinary action, and/or other unexpected or extraordinary reasons. Leave exceeding seven days requires City Manager approval.

5.13 Jury/Court Leave

An employee shall be granted paid jury leave when he/she is summoned for jury duty. Paid leave will not exceed 8 hours, unless the employee is selected to serve on a jury or provides documentation that the selection process exceeded 8 hours. The employee must notify his/her supervisor upon receiving a summons for which jury leave is requested. A copy of the summons must be submitted to the employee's supervisor. All fees and expenses reimbursed by the court may be retained by the employee. Employees released from jury duty shall make a reasonable effort to return to work.

Employees will not be paid for time off to conduct personal legal business. Vacation time may be used upon approval from the supervisor.

Employees subpoenaed in litigation directly related to their positions as City employees shall be excused from duty and time shall be considered hours worked. Employees released from subpoenas or at the conclusion of their testimony shall make a reasonable effort to return to work.

5.14 Family and Medical Leave

To provide eligible employees with family and medical leave benefits pursuant to the Family and Medical Leave Act of 1993, as amended ("FMLA").

General Family and Medical Leave Definitions

- A. **Parent:** For the purpose of this policy, "parent" is the biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a child. This does not include parents "in law."
- B. **Son or Daughter:** For the purpose of FMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, son or daughter is defined as a biological, adopted or foster child, a stepchild, a legal ward, or child of an employee who is standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that the FMLA leave is to commence.
- C. **Spouse:** A husband or wife as defined or recognized under State law for purposes of marriage in the state where the employee resides, including common law marriage.
- D. **Serious Health Condition:** An illness, injury, impairment, or a physical or mental condition that involves one of the following: Inpatient care (overnight stay); Incapacity requiring absence from work for more than three calendar days and that involves continuing treatment by a health care provider; Continuing treatment by a healthcare provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity for more than three calendar

days; or Prenatal care by a health care provider.

- E. **Health Care Provider:** A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices, or other persons determined by the United States Secretary of Labor to be capable of providing health care services. Others capable of providing health care include podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse- midwife, clinical social worker, physician assistant, or Christian Scientist Practitioners.
- F. **Continuing Treatment:** Two or more visits to a health care provider within 30 days of the commencement of the incapacity; or Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider within 30 days of the commencement of the incapacity; or A single visit to a health care provider within seven days of the commencement of the incapacity that results in a regimen of continuing treatment.

General Family and Medical Leave Provisions

In accordance with the general provisions of the FMLA, the City will provide eligible employees 12 work weeks of unpaid leave for the following reasons:

- A. Birth of an employee's child, and to care for the newborn child (leave must be taken within a twelve month period after birth);
- B. Adoption of a child by the employee, or official placement of a child with the employee for foster care (leave must be taken within a twelve month period after placement).
- C. Care of the employee's son, daughter, spouse or parent with a serious health condition; or
- D. A serious health condition that makes the employee unable to perform the functions of the employee's job.

In determining the amount of leave available to an employee for the reasons above, the City will consider any FMLA leave taken in the twelve months prior to the date the requested leave is to begin. This method is a "rolling 12-month period."

Spouses who are employed by the City are limited to a combined total of twelve weeks in the amount of family leave they may take for birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

Leave for birth and care of newborn or placement for adoption or foster care, must conclude within twelve months of the birth or placement and cannot be taken intermittently unless medically necessary or agreed upon by the employee's department director.

Military Family Leave Definitions

- A. **Health Care Provider:** For purposes of leave taken to care for a covered service member, any one of the following: a United States Department of Defense ("DOD") health care provider, a United States Department of Veterans Affairs ("VA") health care provider, a DOD TRICARE network authorized private health care provider, or a

- DOD non-network TRICARE authorized private health care provider.
- B. **Military Caregiver Leave:** Leave provided to an eligible employee to care for a covered service member with a serious injury or illness. For purposes of this type of FMLA leave, the eligible employee is defined as a spouse; son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty and is actively receiving medical treatment. Military caregiver leave extends to those seriously injured or ill members of the Regular Armed Forces, National Guard or Reserves.
 - C. **Serious Injury or Illness:** An injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.
 - D. **Covered Service member:** A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
 - E. **Parent of a covered service member:** A covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the covered service member. This term does not include parents-in-law.
 - F. **Son or Daughter of a Covered Service member:** The service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the service member stood *in loco parentis*, and who is of any age.
 - G. **Next of Kin of a Covered Service member:** For purposes of the military caregiver leave, "next of kin" is the nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of military caregiver leave under the FMLA, in which case the designated individual shall be deemed to be the covered service member's next of kin.
 - H. **Qualifying Exigency Leave:** Leave provided to an eligible employee while the employee's spouse, son, daughter or parent, is on active duty or call to active duty status. This leave is provided to address issues related to short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities. The "covered military member" must be on active duty or call to active duty status in the National Guard or Reserves. Families of service members in the Regular Armed Forces are not eligible for qualifying exigency leave.
 - I. **Son or Daughter on Active Duty or Call to Active Duty Status:** The employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood *in loco parentis*, who is on active duty or call to active duty status, and who is of any age.
 - J. **Active Duty or Call To Active Duty Status:** A member of the National Guard or Reserves who is under a call or order to active duty or has been notified of an impending call or order to active duty in support of a contingency operation.

Military Family Leave Provisions

In accordance with the military family provision of the FMLA, the City will provide an eligible employee leave for the following purposes:

- A. **Qualifying Exigency Leave:** Leave for any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a "covered military member" on active duty or has been notified of an impending call or order to active duty in support of a contingency. An employee is eligible for 12 workweeks of leave. In determining the amount of leave available to an employee for a qualifying exigency, the City will consider any FMLA leave taken in the 12 months prior to the date the requested leave is to begin. This method is a "rolling twelve-month period".
- B. **Covered Service member Leave ("Military Caregiver Leave"):** Leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. An employee is eligible for 26 workweeks of leave during a "single 12-month period." The "single 12-month period" begins on the first day the eligible employee takes "military caregiver leave" and ends 12 months after that date. The maximum leave permitted during a 12 month period is 26 workweeks for eligible employees under "military caregiver leave," or a combined 26 workweeks for "military caregiver leave" and all other FMLA qualifying reasons. Spouses who are employed by the City are limited to a combined total of 26 weeks for "military care giver" leave.

Job Protection

If the employee returns to work within 12 weeks following a family/medical leave (or 26 weeks if combined with Service member Family Leave), he/she will be reinstated to his/her former position or an equivalent position in terms of pay, benefits, status, and authority. If the position would have been eliminated or the employee would have otherwise been terminated, the employee does not have the right to reinstatement upon return from leave. If the employee fails to return to work by the previously agreed upon date, in absence of further communication, he/she will be considered to have abandoned the job.

Confidentiality

Completed certifications are considered confidential medical records and will be disclosed only on a strict need-to-know basis.

Use of Paid Leave

All accrued paid time, including sick, personal day and vacation, will run concurrently with all FMLA leave. Accrued paid time must be exhausted prior to taking unpaid leave.

Responsibilities

A. **Employee Responsibilities include:** Provide at least 30 days of notice to immediate supervisor and to Human Resources when FMLA is foreseeable; Notify immediate supervisor and Human Resources at least one hour prior to the start of a scheduled shift if going to be absent from work for a reason related to approved intermittent FMLA; Make a reasonable effort to schedule leave so as not to unduly disrupt operations; Remain in contact with Human Resources as requested; Undergo a fitness-for-duty test if such a test is authorized and/or needed; Continue to pay his/her portion of health insurance benefits if on unpaid status; and Provide requested documentation to Human Resources.

B. **Supervisor Responsibilities include:** Notify Human Resources if an employee is scheduled to be absent for surgery, when an employee has requested leave, or when an employee has been absent from work for medical reasons for two consecutive days/shifts; and Code employee leave time accurately.

C. **Human Resources Responsibilities include:** Inform the employee of eligibility rights and responsibilities under FMLA and notice of designation of leave; Keep the employee's supervisor informed of his/her return-to-work status; and, help the employee and employee's supervisor to fulfill their responsibilities by answering questions and providing FMLA education as needed.

5.15 Break Time for Nursing Mothers

Lactating mothers may use time during the standard workday for milk expression. This may include various combinations of standard paid break periods, lunch periods, and other time as necessary. Lactating mothers must be afforded flexibility in their work schedules, such that the use of accrued leave or leave without pay is not required to cover time used for milk expression. While in general, this may require two to three lactation breaks a day, scheduling will be arranged on a case-by-case basis and be based on the specific needs of the employee. Departments will provide a private location, shielded from view and free from any intrusion from others, to express breast milk. A bathroom stall area, even if private, does not qualify as a location. While a private space does not have to be established strictly for the use of the breastfeeding employee, it does, however, have to be available any time the employee needs to express milk. Affected employees are required to inform their supervisors when they need an accommodation for milk expression.

5.16 Military Leave

To provide eligible employees with military leave benefits pursuant to state and federal law.

Definitions

A. **Military Leave:** Leave to be used solely for the purpose of fulfilling short term annual military training obligations.

B. **Extended Military Leave:** Leave which goes into an extended active duty status of any branch of the United States armed forces.

Procedures

Employees must notify their immediate supervisor and Human Resources immediately upon receiving notification, or not less than 30 days before their pending duty, whichever occurs first.

Written performed duty verification must be submitted prior to the leave or within a reasonable period of time in order to confirm payment of military pay and to confirm the veteran's re-employment rights. Verification may include, but is not limited to, orders, drill letters, training schedule and signed duty verification from the officer in charge.

Military Leave

Employees will receive military pay at their normal base rate for up to 15 work days in a calendar year. Military Leave beyond 15 days may be paid, at the employee's discretion, using accrued compensatory, personal day or vacation time (accrued sick leave may not be substituted). The employee may also choose to take the remaining leave as unpaid.

Extended Military Leave

Employees on Extended Military Leave may be paid, at the employee's discretion, using any remaining 15 days of military pay, accrued compensatory, personal day or vacation time (accrued sick leave may not be substituted). The employee may also choose to take the remaining leave as unpaid. Employees may request to receive payment for any accrued, unused personal day, vacation, holiday, or compensatory time at the start of unpaid extended military leave. The City will pay the employee's and City's portion of medical and dental benefits during this time, unless the employee elects military medical and dental coverage.

Supplemental Pay

Any regular full-time employee who has been called to active duty (Extended Military Leave) will receive supplemental pay if his/her military salary is less than his/her City salary. The amount of supplemental pay is the differential between the City salary and the military salary. Supplemental pay is available until an employee is no longer called to actively serve in the military, his/her monthly military salary exceeds his/her regular City salary, or for up to five years, whichever occurs first. The employee is responsible for notifying Human Resources if his/her military salary changes while on active duty.

Benefits

The City shall make available to the employee all medical, vision and dental benefits for the regular full-time employee and his/her dependents during such period of active duty (Extended Military Leave) unless the employee elects military medical and dental benefits. Longevity pay, life insurance and other benefits will not be provided during such leave.

Upon an employee's return to employment following Extended Military Leave, the employee will be given the opportunity to enroll or make any changes to desired benefits (i.e., medical, dental, vision, etc.).

While on paid Military Leave, excluding the supplemental pay benefit, employees continue to accrue vacation, sick leave and other benefits provided to other employees on paid leave. While on unpaid Extended Military Leave, benefit accruals will be suspended and will resume upon the employee's return to active employment.

Returning from Leave

A. An employee who leaves City employment to enter active military service shall be restored to employment in the same position held upon entrance to active military service, or in a position of comparable status and pay, if the employee:

1. Is physically and mentally qualified to perform the essential duties of the position;
2. Was discharged, separated, or released from active military service under honorable or general conditions;
3. Has not been in active military service for more than five (5) years; and
4. Makes written application for reappointment and presents evidence of the discharge, release, or separation from military service within the time constraints prescribed by USERRA.

B. The deadline for an employee to return to work and/or notify the City that he/she intends to return to work following Extended Military Leave depends upon how long the employee's military service lasted:

1. For service of less than 31 days, employees have 8 hours following their release from service to report to their next scheduled work period.
2. For service between 31 and 180 days, employees have 14 days following their release from service to apply for reemployment.
3. For service of more than 180 days, employees have 90 days following their release from service to apply for reemployment.

C. These deadlines may be extended for 2 years or more when an employee suffers service-related injuries that prevent the employee from applying for reemployment or when circumstances beyond the employee's control make reporting within the time limits unreasonable, according to the provisions of USERRA.

5.17 Paid Quarantine Leave

Pursuant to Section 180.009 of the Texas Local Government Code, as amended, Texas political subdivisions, including the City, shall provide paid quarantine leave for all Fire Fighters, Peace Officers and Emergency Medical Technicians, as defined by law. Quarantine leave shall be used to quarantine or isolate Fire Fighters, Peace Officers and Emergency Medical Technicians due to a possible or known exposure to a communicable disease while on duty.

Quarantine leave shall be provided after a Fire Fighter, Peace Officer or Emergency Medical Technician has had a possible or known exposure to a communicable disease while on duty. The Chief of Police or Fire Chief shall allow for the use of paid quarantine leave for the duration of quarantine, all as determined by the City 's health authority.

Any employee on paid quarantine leave shall receive all employment benefits, including pension and health plan 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 paid quarantine leave taken.

When applicable, employees who must quarantine may be eligible for reimbursement for reasonable costs related to the quarantine, including lodging, medical expenses, and transportation. The City shall have final approval on lodging facilities.

5.18 Mental Health Leave

Pursuant to Section 614.015 of the Texas Government Code, as amended, any peace officer for law enforcement agencies, sworn firefighter or fire investigator shall be provided Mental Health Leave in the event the peace officer, sworn firefighter or fire investigator experiences a traumatic event. The purpose of Mental Health Leave is to allow the peace officer, sworn fire fighter or fire investigator 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, sworn firefighter, or fire investigator experiences trauma directly related to their job duties, the department head, in consultation with Human Resources, may authorize Mental Health Leave in order to recover or begin the process of recovery and accessing needed resources for treatment. A peace officer, sworn firefighter or fire investigator

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immediately after an on-duty traumatic event, or a peace officer, sworn firefighter or fire investigator's supervisor who is aware of an on-duty traumatic event involving the officer, 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, sworn firefighter's or fire investigator's use of Mental Health Leave shall be maintained to the greatest extent possible. There shall be no deduction in salary or other compensation for Mental Health Leave.

**For the purpose of this policy, a firefighter is defined as a sworn firefighter, any rank, and fire investigator is defined as sworn or civilian.*

CHAPTER 6 – EMPLOYEE RELATIONS

6.01 Employee Code of Ethics

It is the policy of the City to require, promote and uphold the highest ethical standards from our employees, consistent with the City's core values which are very clear on the City's expectations. They stress honesty, openness, transparency, accountability and modeling high ethical behavior. All employees at all levels of the organization are expected to conduct business in accordance with the City's core values and carry out their public duties in a manner that earns and maintains public trust.

The City is committed to the deterrence, detection and correction of misconduct and dishonesty. The discovery, reporting and documentation of such acts provide a sound foundation for the protection of innocent parties, the taking of disciplinary action against offenders up to and including dismissal where appropriate, the referral to law enforcement agencies when warranted by the facts, and the recovery of assets.

Employees are required to immediately report any potential violations of personnel policy to Human Resources, department director, or City Manager's Office, and report any alleged violations of local, state or federal law or any other violations to the appropriate law enforcement agency.

The Code of Ethics applies to any person employed by the City, including those individuals on a full-time, part-time, seasonal, temporary, active volunteer, or student intern basis.

The City recognizes that it is not always clear what the "right," or ethical, choice is when making a decision. The following are guidelines that may assist employees in determining appropriate behavior and conduct. This list is not exhaustive.

- A. Is the action lawful?
- B. Is the action in line with the City's core values?
- C. Would I be embarrassed if my family or friends learned of my actions?
- D. Would I be embarrassed to have the public hear about my actions through news reports?
How would the situation look for me and the City?
- E. If asked why I acted in a certain way, would I have to pause to think of a justification for my action? How would I feel about myself?

Employees should avoid any action, whether or not specifically prohibited, which might result in or create the appearance of a conflict of interest. Conflicts of interest may be difficult to determine and employees should discuss the potential conflict with their supervisor prior to undertaking the activity in question.

It is the ethical responsibility of each employee to understand, recognize, and prevent fraud

by their reporting of suspected misconduct and dishonesty. Definitions of fraud, misconduct and dishonesty include, but are not limited to the following: Theft or other misappropriation of assets, including assets of the City, our customers, suppliers or others with whom we have a business relationship; misstatements and other irregularities in City records, including the intentional misstatement of the results of the operations; forgery or other alteration of documents; fraud and other unlawful acts. The City specifically prohibits these and any other illegal actions by its employees and others responsible for carrying out the organization's activities. Violations of this policy will result in disciplinary action up to and including termination of employment.

The City will promptly investigate all allegations of unethical and noncompliance conduct, fraud, waste and abuse, and will take timely and appropriate action to remedy any harm caused, and prevent similar conduct in the future, by revising policies, if necessary, to achieve and sustain compliance. The City follows best practices including confidentiality during investigations.

Full cooperation with City investigations related to allegations of violations pertaining to one's self or another employee is required. This includes answering all questions honestly, providing complete and thorough information that may be relevant and maintaining confidentiality as directed during the course of the investigation. Complaints that are found to be fabricated, frivolous or made in bad faith will not be tolerated and subsequent disciplinary action up to and including termination of employment may result.

All employees are required to take ethics training. City provides ethics training during New Hire Orientation and requires ethics training annually thereafter for current employees; the City's core values are emphasized in all training programs with an emphasis on integrity.

An employee who makes a good faith report of one or more violations of law by the City or another employee to an appropriate law enforcement authority and then believes that adverse personnel action has been taken against him/her because of such report(s) may file a retaliation complaint with Human Resources. This policy is intended to address the requirements for such complaints established by the Texas Whistleblower Act, contained in Chapter 554 of the Texas Government Code.

6.02 Reporting and Resolving Policy Violation Concerns

The City expects employees to informally and directly discuss concerns with their immediate supervisor and attempt to resolve concerns at the lowest level. This policy is in place to provide a formal procedure for employees to follow, when informal communication has been unsuccessful, in seeking fair and timely follow up to an employee allegation regarding the violation, misinterpretation, or improper application of a specific City policy, rule, practice, procedure, charter, or ordinance or concerns related to conduct that may reflect unfavorably on the department or City. This procedure is available to any person employed by the City, including those individuals on a full-time, part-time, seasonal, temporary, or active volunteer basis.

Policies specific to reporting unlawful harassment or appealing a disciplinary action should be followed in addressing such issues. Retaliation or interference against an employee utilizing

this procedure in good faith will not be tolerated.

Procedure

A problem not advanced to the higher step within the time limits provided will be deemed permanently withdrawn and considered as concluded on the basis of the decision most recently given. If any level of the employee's chain of command fails to respond within the time limits provided, the employee may proceed to the next level. Any time limits specified in the procedures may be extended by mutual agreement.

Step 1: An employee completes the "Reporting Policy Violation Form" and provides the form to his/her immediate supervisor within 5 working days of the date the employee knew or should have known of the event or series of events giving rise to his/her problem. The immediate supervisor will respond in writing and may meet directly with the employee within five working days from the date the form was received. The supervisor will also send a copy of the form completed by the employee and his/her written response to Human Resources for the purpose of record keeping.

The employee is required to complete the "Employee Concern and Complaint Form," which includes:

- A. A detailed description of the problem, including all relevant facts (i.e., dates, people involved, etc.)
- B. The remedy, follow up or correction requested.

Step 2: If the problem is not resolved to the employee's satisfaction through the employee's immediate supervisor, the employee should forward the "Reporting Policy Violation Form" to the department director. The Director will meet with the employee's management team to obtain input and relevant factual information in determining the appropriate response to the employee. The Director will respond in writing and meet directly with the employee within five working days after receipt of the form.

Public Safety personnel must submit the "Reporting Policy Violation Form" through their chain of command and allow each level of management to respond prior to moving to the next level.

Step 3: If the problem is not resolved to the employee's satisfaction through the employee's Director, the employee should forward the "Reporting Policy Violation Form" to Human Resources. Human Resources will meet with the employee within five working days after receipt of the form. Human Resources designee will obtain the facts and forward a recommendation to the City Manager or designee within five working days after the meeting. The City Manager or designee will have ten (10) working days to consult with any parties involved and will follow up with the employee in writing. The decision of the City Manager or designee will be final and binding.

6.03 **Discipline and Appeal**

The City encourages the application of progressive discipline. Progressive discipline is the practice of disciplining at the lowest level for the first violation and then moving through the increasing levels of discipline as violations continue. For discipline to be progressive, each related event or incident must trigger a response that is more severe. Each step in the process more strongly encourages the employee to modify his/her behavior. Utilizing progressive discipline, however, does not prevent the City from skipping levels of discipline and imposing more severe discipline, including termination of employment, whenever such action is deemed appropriate.

Human Resources should be consulted prior to an employee suspension, disciplinary demotion or termination of employment. Human Resources will work closely with the department to discuss the options and consequences and to gain approval from the City Manager to take a requested disciplinary action. Human Resources will be present for suspensions and terminations.

Disciplinary procedures within the Police Department will follow departmental policies and as authorized by state law.

The primary objective of the formal levels of discipline is to correct discipline problems with fairness and consistency. The following criteria should be considered, as appropriate, in determining what level of disciplinary action to impose:

- A. Severity and kind of offense(s)
- B. Impact of the offense(s) on other employees and/or operations in the City
- C. Employee's length of service and work record
- D. Period of time since previous coaching and/or disciplinary action
- E. Past disciplinary actions taken by the City for similar offense(s)

Department/Division Supervisors will administer discipline as appropriate without regard to race, color, religion, sex, national origin, age, disability or any other characteristic protected by law.

Disciplinary actions which may be taken include, but are not limited to the following:

A. **Documented Verbal Counseling:** The intent of this level of discipline is for a supervisor to communicate constructive feedback or concerns of unsatisfactory job performance or conduct to an employee. **Supervisors shall provide a verbal counseling in the form of a written memorandum to the employee which the employee signs.** All supporting documentation should be forwarded to Human Resources to be included in the employee's personnel file. This level of discipline may not be appealed.

B. **Written Reprimand:** The written reprimand is a formal warning of an infraction that may result in suspension, demotion or termination of employment should the violation recur. The employee will be presented and given a copy of the written reprimand. The written reprimand and all supporting documentation should be forwarded to Human Resources to be included in the

employee's personnel file. This level of discipline may be appealed to the department director only.

C. **Suspension without Pay:** Suspension without pay is used when an employee has already been given a written reprimand or in situations that are serious enough to warrant this level of discipline without prior discipline. A suspension may not exceed ten working days for any single disciplinary incident and will be a minimum amount of one full shift, unless approved by the City Manager. Employees on suspension without pay may not use any accrued leave to recuperate the lost time. A suspension is to bring about a change in behavior and results in time off without pay. The employee should be encouraged to reflect on his/her behavior during the suspension and whether he/she wishes to correct the behavior or terminate employment with the City. The employee will be presented and given a copy of the suspension document. The suspension without pay and all supporting documentation should be forwarded to Human Resources to be included in the employee's personnel file. This level of discipline may be appealed in accordance with the appeal policy.

D. **Disciplinary Demotion:** The disciplinary demotion is the reduction of an employee's pay grade as a result of unsatisfactory performance in the current position and in cases where it is deemed in the City's best interest to retain the employee in a lower level position. The disciplinary demotion and all supporting documentation should be forwarded to Human Resources to be included in the employee's personnel file. This level of discipline may be appealed in accordance with the appeal policy.

E. **Termination of Employment:** Termination of employment may occur as deemed appropriate and with the approval of the respective department director and City Manager. The employee will be presented and given a copy of the termination document. The termination of employment document and all supporting documentation should be forwarded to Human Resources to be included in the employee's personnel file. This level of discipline may be appealed in accordance with the appeal policy.

If the employee refuses to sign a disciplinary document, the supervisor should make a written note on the document stating "employee refused to sign" and then sign and date as the supervisor. The refusal to sign the document does not change the action.

6.04 Performance Improvement Plan

The intent of a Performance Improvement Plan (PIP) is for a supervisor to communicate concerns of unsatisfactory job performance to an employee and to work closely with the employee to develop a plan to improve areas of deficiency through various means (e.g., training, coaching, education, etc.). The duration of a PIP is generally 90 days. A PIP may be considered disciplinary or may be used as a coaching tool, dependent upon the circumstances. A PIP may accompany a performance evaluation when an employee's overall performance or specific areas of performance are unsatisfactory. A PIP may not be appealed. If the employee's performance is not satisfactory at the conclusion of the PIP, termination of employment generally occurs.

6.05 Grounds for Disciplinary Action

Whenever informal discussions fail to bring about the appropriate changes in an employee's behavior or circumstances otherwise warrant, disciplinary action may be taken. The following actions are intended to be descriptive and serve only as a guide to the types of deficiencies for which disciplinary action may be appropriate.

The following are examples relating to unsatisfactory performance of duties for which disciplinary action, up to and including termination, may be taken. This list is not intended to be all-inclusive. It does describe examples of unsatisfactory performance and unacceptable conduct that could jeopardize an employee's continued employment.

Examples include (not exhaustive list):

A. Dishonesty/Integrity

1. Stealing or taking City property or property of other employees without prior authorization
2. Misuse of funds
3. Misrepresentation or knowingly providing false information
4. Providing false or misleading information or omitting material information during the course of an official investigation
5. Forging or otherwise falsifying official reports, records, or documents
6. Falsifying time and attendance records
7. Misusing paid leave
8. Unauthorized use of official documents or information
9. Releasing or making known, in any manner, confidential information without authorization
10. Failure to properly account for City documents or property
11. Other acts reflecting dishonesty, falsification and lack of integrity in performing duties

B. Job Performance or Workplace Conduct

1. Inability to perform the duties of the job
2. Violation of departmental work rules
3. Unsatisfactory quality or quantity of work
4. Unwillingness to perform duties of job
5. Failure to make requested changes in job performance
6. Incurring an expense or liability for the City without proper authorization
7. Fighting or using profane, abusive, or threatening language
8. Neglect of duty
9. Loafing
10. Carelessness
11. Lack of cooperation
12. Sleeping or otherwise being inactive during working hours

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13. Performing or conducting personal business during working hours
14. Abuse of meal and/or break periods
15. Interfering with the work of others
16. Lack of respect and discourteous treatment of the public or other employees
17. Offensive or lewd conduct
18. Spreading false reports or otherwise disrupting the harmonious relations of the workplace
19. Possession of unauthorized firearms or lethal weapons on the job
20. Engaging in disruptive personal behavior, including bullying
21. Threatening another in a manner reasonably likely to cause the person to believe bodily injury will be inflicted on the person or family member or friends or damage will be done to the person or person's family or friend's property
22. Intentionally destroying or threatening destruction of City or another's property
23. Making harassing or threatening phone calls to another
24. Sending harassing or threatening e-mails to another
25. Stalking or conducting unauthorized surveillance on another
26. Other acts reflecting unsatisfactory performance and/or conduct
27. Failure to report a violation of these policies to the proper authority
28. No employee may make known any information regarding the progress of an investigation, a known or reported law violation, a condition against which action is to be taken at a future time or any proposed law enforcement action to any person not authorized to receive it. An employee must treat the official business of the City as confidential and may disseminate information regarding official business only to those for whom it is intended in accordance with established City procedures and consistent with the Public Information Act.
29. An employee may remove or copy official records or reports from the City office only in accordance with established procedures and with the approval of the applicable supervisor.

C. Failing to follow Instructions/Insubordination

1. Failure or refusal to perform assigned work or fully comply with instructions or orders as requested by appropriate authorities.
2. Failure or refusal to fully cooperate with official internal investigations, regardless whether the employee is the primary focus or for which he/she is a witness or affected party.
3. Acts of defiance towards a superior including, but not limited to, arguing about assignments, talking back, walking away from or ignoring superior while being addressed, or deliberate attempts to undermine or put the supervisor in a false light.
4. Other acts that reflect the failure to follow instructions/insubordination.
5. Misuse of authority, employee identification, or business card
6. Duplication, removal, or destruction of documents or property without authorization

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D. Attendance (is an essential function of every job and a condition of continued employment)

1. Abuse of approved leave
2. Unscheduled absences
3. Tardiness
4. Failure to report to work without timely notification
5. Failure to follow procedures for requesting or using leaves
6. Failure to remain at work station
7. Job abandonment (absence for two consecutive working days without providing notice or refusing to report to work after a legitimate order to do so)
8. Any other attendance related issues

E. Violation of City Policies, including, but not limited to:

1. Drug and Alcohol Free Workplace policy
2. Sexual and Other Unlawful Harassment policy
3. Safety policies and rules
4. Political Activity policy
5. Secondary Employment policy
6. Solicitation policy
7. Computer, Internet and Electronic Mail Use policy
8. Failure to follow the City 's Employee Concern and Complaint Procedure and Appeal Procedures outlined in this policy manual
9. Dress Code and Uniform policy
10. Procurement Card policy or other purchasing policies

F. Unlawful Conduct/Disregard of Public Trust

1. Conviction or disposition other than acquittal, including probation or deferred adjudication, of any criminal offense, except Class C misdemeanor traffic offenses.
2. Engaging in any unlawful activity or actions showing lack of good moral character.
3. Indecent, provocative, or offensive behavior or any unlawful activities.
4. Other acts of unlawful conduct or acts that would jeopardize the public's trust.
5. Any criminal offense or immoral conduct, during or off working hours, which, on becoming public knowledge, could have an adverse effect on the City or the confidence of the public in City government. "Criminal offense" means any act constituting a violation of law and/or resulting in charges being filed, arrest, or confinement.

G. Other

1. Disruption in the workplace resulting from failure to pay just debts and obligations.
2. Engaging in unauthorized electronic surveillance, eavesdropping, or unauthorized secret tape recording, by use of an electronic recording device, of any communications between or among employees or elected representatives of the [City](#).
3. Failure to report or document violations of policy or procedure.

6.06 Administrative Inquiry

An employee may be placed on administrative leave with or without pay to permit the City to conduct an administrative inquiry regarding allegations of unacceptable or unlawful conduct as set forth in this policy. Administrative leave is not considered a disciplinary action and is not appealable. In cases where use of administrative leave appears appropriate, the department director should contact Human Resources.

6.07 Appeal Procedure

Regular full-time, with the exception of probationary employees, and the City Manager, have a right to appeal a disciplinary demotion, suspension without pay, or termination of employment. Employees who are dismissed for non-disciplinary reasons or are impacted by a reduction in force may not appeal. An employee who chooses to appeal a disciplinary demotion, suspension without pay, or termination of employment must submit a completed Disciplinary Appeal form to Human Resources within five (5) business days from the date that the disciplinary action was communicated.

Upon receipt of the employee's request to appeal the disciplinary action, the following steps will occur: Human Resources will acknowledge receipt of the request for an appeal to the employee within five (5) business days of receipt of the request and will begin coordinating the response to the employee's request for an appeal by:

- A. Notifying respective management of the request for an appeal.
- B. Securing a date/time/location for the hearing.
- C. Selecting an impartial hearing panel consisting of three Director level employees or City Council appointed employees.
- D. Providing written communication to all involved parties, including details of the logistics, and the names and roles of those participating in the hearing.

The disciplinary appeal hearing process is an informal administrative procedure allowed by City policy and is not a trial guided by courtroom procedures. Human Resources may establish specific procedures for any appeal and utilize those procedures in the conduct of any appeal. The appeal hearing is an opportunity for an employee to state why he/she should not have been disciplined or why the punishment was inappropriate.

Only information directly related to the action taken will be presented during the hearing, and may include the past disciplinary history of the employee. Presentation of unrelated issues or issues involving other employees will not be allowed. The City and employee (or the employee's attorney) will have an opportunity to provide information relevant to the action taken and to answer any questions asked by the hearing panel. An employee's authorized personal representative may assist or clarify for the employee during the hearing. A court reporter or stenographer may be present throughout the hearing and, if so, a written record of the proceedings will be made. A copy of the written record will be maintained in the employee's permanent personnel file. The hearing

panel will deliberate and make a decision within five business days from the date of the hearing upholding the disciplinary action taken, rescinding the action, modifying or amending the action or reducing the severity of the discipline, provided the disciplinary action must be sustained if a reasonable person could have taken the same disciplinary action against the employee. The final decision will be communicated in writing to all parties involved within five business days of the appeal hearing. The City Manager may review the matter and is the final authority on the matter.

6.08 Unlawful Harassment

The City is an equal opportunity employer. Employment discrimination on the basis of race, color, religion, sex, national origin, age, disability, genetic information, veteran status, citizenship, or any other characteristic protected by law, is prohibited. Such behavior also violates the City's core organizational values. All City employees are entitled to a workplace free of unlawful harassment by management, co-workers, citizens, and vendors. City employees are also prohibited from harassing citizens, vendors, and all other third parties.

Sexual Harassment

Sexual harassment is unlawful and will not be tolerated, and is contrary to the City's core values of Respect and Integrity. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

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

Sexual harassment may include a range of subtle and not so subtle behavior and may involve individuals of the same or different gender. Conduct prohibited by this policy includes, but is not limited to sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, sexual preference, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

Other Prohibited Harassment

In addition to the City's prohibition against sexual harassment or harassment on the basis of any other legally protected characteristic is also strictly prohibited and in direct violation of our core values. Verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, color, religion, sex, national origin, age, disability, genetic information, veteran status, citizenship, or any other characteristic protected by law, is prohibited. Prohibited conduct includes, but is not limited to bullying; slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or

pictures, which single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, text message, social media, and/or the Internet. Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, will not be tolerated. This policy applies to City employees, citizens, vendors, and other visitors to the workplace.

Responsibilities

- A. Allegations of unlawful harassment are taken seriously and, if substantiated, will be addressed appropriately.
- B. Any employee who believes that he/she has been harassed based on race, color, religion, sex, national origin, age, disability, genetic information, veteran status, citizenship, or any other characteristic protected by law will file a formal complaint if he/she was unable or did not feel comfortable attempting to resolve the issue directly with the offending party.
- C. Any employee who observes such harassment against another employee will immediately notify his/her supervisor.
- D. All employees have a responsibility to cooperate in the investigation of a harassment complaint.
- E. All supervisors, department directors, executive directors, and administrators are expected to prevent and correct harassment in the workplace. Any employee with management responsibility who becomes aware of harassment in their work area must take corrective steps whether or not a formal complaint has been filed and must consult with Human Resources. Supervisors fail to properly address harassment in the workplace may be disciplined up to and including termination of employment. It is the ongoing responsibility of the department director and his/her representatives to monitor work areas and take necessary action.
- F. Human Resources is responsible for processing harassment complaints in a prompt, fair, and thorough manner. Allegations that may be considered criminal in nature will be referred to, and investigated by, the City's Police Department or other appropriate law enforcement agency.

Complaint Review Procedures

- A. Any employee who believes that he/she is the victim of sexual harassment or has been harassed based on race, color, religion, sex, national origin, age, disability, genetic information, veteran status, citizenship, or any other characteristic protected by law will file a formal complaint with Human Resources by completing the Harassment Complaint Form. The employee will file his/her complaint promptly so that any incident of alleged harassment may be investigated in a timely manner.
- B. Human Resources will promptly investigate all allegations of unlawful harassment. Human Resources will first contact the employee to obtain the facts of the alleged harassment. Any individuals that may have knowledge of the alleged incidents may be

- interviewed. The alleged wrong-doer will have the opportunity to respond to all allegations during the course of the investigation.
- C. Upon conclusion of the investigation, Human Resources will brief the respective Director and City Manager's Office on the outcome of the investigation and will make a recommendation on how to address its findings.
 - D. The Human Resources and/or designee will follow up with the complainant as soon as possible after the investigation is complete to report the outcome (i.e., allegation substantiated, not substantiated, etc.).
 - E. The department director and/or Human Resources or designee will follow up with the alleged offender as soon as possible after the investigation is complete to report the outcome (i.e., allegation substantiated, not substantiated, etc.) and to deliver any disciplinary action as deemed appropriate.

Confidentiality

All information concerning unlawful harassment will be treated as confidential, to the extent permitted by law and to the extent possible to respond to an allegation. However, in no instance can the investigator or City guarantee complete confidentiality. No employee will disclose the content of a complaint, whether verbal or written, except to parties investigating the complaint or his/her legal counsel.

Withdrawn Complaint

A complainant may withdraw a complaint at any time. However, once made aware of the allegations, the City in all likelihood will still pursue the investigation to conclusion if enough information and/or facts were provided to raise concern of potential unlawful harassment. Generalized or anonymous complaints may not necessarily be investigated unless detailed facts and/or incidents are provided to substantiate such a complaint.

Responding to Substantiated Unlawful Harassment

Substantiated unlawful harassment will be dealt with appropriately by the City. Examples of responsive action may include training, referral to counseling, and/or disciplinary actions up to and including termination of employment, as the City believes appropriate under the circumstances relative to each case. False or malicious allegations will be considered serious offenses and will be subject to disciplinary action, up to and including termination of employment.

Retaliation

Retaliation against an individual for reporting unlawful harassment or for participating in an investigation of a claim of discrimination in good faith is prohibited. Acts of retaliation will be reported immediately to Human Resources for review of the facts and to consider appropriate action.

6.09 Drug and Alcohol Free Workplace

The City is committed to maintaining a safe, secure, healthy and productive work environment for all employees and to ensuring the safe and efficient delivery of services to the citizens. Therefore, the use, manufacture, sale, distribution, possession of or being under the influence of alcohol or controlled substances while on duty, on call or standby, while wearing a City uniform (or portion of a City uniform), in a City vehicle or on City premises is prohibited. Additionally, this policy enables the City to make a good faith effort toward maintaining a drug and alcohol free workplace by complying with the requirements of the Federal Drug Free Workplace Act of 1988.

This policy applies to all applicants and employees, including full-time, part-time, temporary, volunteers, student interns and seasonal employees while on duty, on call or standby, while wearing a City uniform (or portion of a City uniform), in a City vehicle, or on City premises.

Further, the City complies with the U.S. Department of Transportation's (DOT) Drug and Alcohol testing rules applicable to employees in positions requiring a Commercial Driver's License (CDL).

Policy Definitions

A. **Alcohol** is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

B. **Controlled Substances (Drugs)** are defined as marijuana (THC), cocaine, opiates, amphetamines (including methamphetamines), and phencyclidine (PCP). For purposes of reasonable suspicion, random and post-accident/injury testing, controlled substances testing may include testing for all of the above drugs in addition to barbiturates, benzodiazepines, methadone, tri-cyclic, and steroids.

C. **City (Non-CDL) Safety-Sensitive Functions** are defined as any of the following: operating machinery (i.e. heavy equipment, hazardous tools, etc.); maintenance of vehicles and equipment; transporting people; carrying a weapon in performance of essential job functions; insuring the direct safety and protection of others and property, such as functions performed by lifeguards, police officers, fire fighters, etc.

D. **CDL (Commercial Driver's License) Holder Safety-Sensitive Functions** are defined as any of the following: All time spent inspecting, servicing, or conditioning any Commercial Motor Vehicle (CMV); All time spent at the driving controls of a CMV; All time, other than drivers time, spent in a CMV; All time spent loading or unloading a CMV, supervising or assisting in the loading or unloading of a CMV, attending a CMV being loaded or unloaded, remaining in readiness to operate CMV, or in giving receipts for shipment loaded or unloaded; and All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

E. **Refusal to Submit to an Alcohol or Controlled Substance Test** is defined as refusal to submit to a requested or required alcohol/drug test, failure to appear in a timely manner to the collection site or switching, altering or attempting to tamper with a sample submitted for testing.

Responsibilities

A. **Employees' Responsibilities include:** notifying their supervisor if they are under the influence of alcohol or a legally prescribed drug that may impair their ability to safely perform their job; and per the Drug-Free Workplace Act of 1988, abide by the terms of the City's policy and notify the employee's supervisor within five calendar days if convicted of a criminal drug or alcohol violation.

B. **Supervisor Responsibilities include:** notifying Human Resources of promotions and transfers to and from safety-sensitive positions; and notifying the department director immediately following an employee report of conviction for a criminal drug or alcohol offense; and transporting employees to the testing location if a reasonable suspicion exists and/or in situations where an employee has been involved in an accident.

C. **Department Director Responsibilities include:** notifying Human Resources of requests for reasonable suspicion testing and notification immediately following an employee report of conviction for a criminal drug or alcohol offense.

D. **Human Resources Responsibilities include:** coordinating testing, as appropriate, with supervisors and employees and reporting positive drug test results and results of alcohol tests that are greater than .04 to the Texas Department of Public Safety, as required under Texas state law. Answering questions and providing educational information and training to supervisors and employees.

Consequences for Engaging in Prohibited Conduct

A. Refusal to submit to a drug and/or alcohol test will be considered insubordination and will result in termination of employment.

B. A positive drug or alcohol test result will be subject to disciplinary action, up to and including termination of employment.

C. Testing positive for a prescription drug not specifically prescribed to the employee may result in disciplinary action, up to and including termination of employment. Employees in safety-sensitive positions will not be permitted to perform safety-sensitive functions for a minimum of 24 hours.

D. May be subject to civil and/or criminal penalties.

In cases where conduct does not result in immediate termination of employment, the employee's position, tenure, prior work performance, rehabilitation efforts, evaluation by a Substance Abuse Professional (SAP) and continued compliance of a "last chance" agreement will be considered in determining the appropriate level of discipline.

Types of Testing

Drug and/or alcohol testing for employees subject to this policy may occur in five instances, as described below.

A. **Pre-Employment and Promotional Testing:** Applicants who are made a conditional job offer must submit to testing for controlled substances before a final job offer is made. Further, a drug test may be required of an employee prior to the employee being promoted. A Breath Alcohol Test (BAT) is not required.

B. Post-Accident / Injury Testing: An employee is required to submit to drug and alcohol testing if he/she is involved in an accident while driving a City vehicle at any time, driving a personal vehicle on City business, or while operating City -owned motor driven equipment AND the accident results in death, injuries that require the immediate services of a medical professional or property damage, not including superficial or cosmetic damage, damage caused by birds or animals or accidents occurring when the employee driver is legally parked. An employee is required to submit to drug and alcohol testing if he/she is injured from an employment related accident requiring the immediate services of a medical professional. This does not include exposure to occupational risk, disease, animal or insect bites, exposure to poison oak or ivy or other similar toxins, injuries caused by an animal or another person, or an injury caused by the normal physical activity of walking, lifting, pushing, pulling, climbing or reaching. Post-accident/injury alcohol testing should be performed within 2 hours; otherwise, attempts to test should cease and a written record stating the reasons the test was not performed should be prepared by the supervisor and sent to Human Resources within 24 hours of the accident/injury. All efforts should be made to complete drug testing at the same time alcohol testing is performed; however post-accident/injury drug testing should be performed within 24 hours or not at all. If a test cannot be performed within that time period, a written record stating the reasons the test was not performed should be prepared by the supervisor and sent to Human Resources within 36 hours of the accident/injury.

C. Random Testing: Employees in positions that require the performance of City safety-sensitive functions (See Appendix) and employees in positions that require a commercial driver's license are subject to random testing. The selection of employees for random controlled substance and alcohol testing will be made by a scientifically valid method. Under the selection process, each employee will have an equal chance of being tested each time selections are made. Each employee who is selected for testing will proceed to the collection site immediately. If an employee is off work at the time he/she is selected for testing, the City can either select another employee for testing or keep the original selection confidential until the employee returns.

D. Reasonable Suspicion Testing: A supervisor must require and transport an employee to submit to an alcohol and/or controlled substance test when he/she has reasonable suspicion to believe the employee is under the influence of controlled substances and/or alcohol. Reasonable suspicion testing will be done based on specific, contemporaneous observations concerning the employee's speech, appearance, behavior or odor. A written record of the observations will be made and signed within 24 hours of the observation or before test results are released (whichever is earlier) by the supervisor who made the observation. The employee must not be permitted to perform City defined safety-sensitive functions until 24 hours have elapsed. The employee may be placed on paid administrative leave pending the results of the test. Human Resources should be notified as soon as possible in cases of reasonable suspicion.

E. Return-to-Duty and Follow-Up Testing: The City is not obligated to reinstate or rehire any employees who violate this policy. Should the City decide to reinstate an employee, he/she will be required to be evaluated by a Substance Abuse Professional (SAP), participate in any assistance program prescribed, submit to follow up testing, and comply with a "last chance" agreement.

All drug test results are reviewed and interpreted by a physician medical review officer (MRO) before they are reported to the City. There are some limited, legitimate medical uses which may explain a positive result. For this reason, any positive test results are discussed by the MRO and the employee. If use is legitimate, the result will be reported to the City as negative.

City Employee Functions

No City funds will be used for the purchase of alcoholic beverages, and no City employee function will serve alcoholic beverages. Any alcoholic beverages purchased at off-site functions must be purchased with personal funds and may not be hosted or supplied by the City .

Voluntary Reporting

An employee who has reported an alcohol or drug problem voluntarily, prior to notification of requiring testing or prior to pending disciplinary action for conduct related to alcohol or drugs, may be allowed to take accrued leave to seek treatment under the Family Medical Leave Act. Resources are available through the City's Employee Assistance Program (EAP), if one is provided. An employee may not provide a "voluntary disclosure" upon being notified that he/she must submit to a drug or alcohol test. Employees returning to duty in safety sensitive positions following voluntary drug or alcohol treatment may be subject to periodic drug or alcohol testing for a period of at least twelve months or as determined by Human Resources, subject to applicable law. A positive future test result will result in immediate termination.

Confidentiality

Test results may be released only to the employee, employer, EAP, laboratory officials and Medical Review Officer. They cannot be released to others without the written consent of the employee. All test results will be kept in a secure location with limited access.

Rehire

Any person whose employment has been terminated as a result of violation of this policy will not be considered for rehire.

6.10 Workplace Violence and Weapons

The City is committed to providing a safe workplace for the benefit of its employees and the general public. Employees have the right to work in an environment free of violence. All employees of the City are expected to treat each other, their customers, clients and all others with courtesy, dignity and respect, consistent with the City's core values. Violence includes physically harming another, shoving, pushing, harassing, bullying, intimidating, coercing, and threatening or talking of engaging in those activities at any time, including off-duty periods. It is the intent of this policy to ensure that everyone associated with the City, including employees, customers, and citizens, never feel threatened by an employee's actions or conduct. If an employee engages in any

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violence in the workplace, or threatens violence, employment may be terminated immediately. No talk of violence or joking about violence will be tolerated.

While horseplay for fun is not in and of itself an act of workplace violence, it could result in injury and provides for an unprofessional image to the public. Horseplay is prohibited.

Employees must promptly report threats to their supervisor and Human Resources. Employees reporting imminent threats and/or acts of violence in progress should notify the local police by dialing "911." Should the incident occur outside of normal business hours, the Police Department will notify Human Resources by the next business day.

The City will promptly and thoroughly investigate all reports of the threat of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the City may place employees on administrative leave with or without pay, pending the outcome of the investigation.

The City may allow an employee, other than those specifically authorized by the City or a particular work assignment, to possess or carry on City premises or at a City work site, any instrument or weapon that is specifically designed, made or adapted for the purpose of inflicting serious bodily injury or death. This does not include bona fide tools used by an employee in the normal course of his/her duties, when using the tool in the manner that it was designed to be used on property. _

Any employee that desires to carry on City premises must submit the following to City Manager:

1. A written request on City provided form
2. Proof of a current license to carry (certified CHL granted by the State of Texas)
3. No open carry will be allowed by employees.

The City Manager will review said request and will include the Chief of Police in said review. If approved, the employee will be notified in writing of said approval, WHICH MAY BE REVOKED AT ANY TIME. The employee shall not display their handgun or notify others of said right to carry.

If not approved, Texas Government Code Chapter 411 allows the City as an employer to prohibit employees from carrying handguns in City-owned facilities or property. As such, employees, regardless of whether they have a license to carry a handgun or not, are prohibited from carrying a handgun or other firearm on City premises, but may leave it in a private locked car in a City-owned parking lot. Licensed law enforcement officers are exempt from this policy restricting handguns on City premises.

Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

6.11 Secondary Employment

Any outside employment or business activities must not interfere with the employee's regular duties or constitute a conflict of interest. Outside employment must not prevent the employee from being able to work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job responsibility. No City resources, personnel or equipment may be used in conjunction with outside employment, except for Police Officers providing authorized off-duty security and Fire/EMS employees providing standby at authorized functions. The City's Workers' Compensation and General Liability Insurance does not cover employees while working for outside employers, contractors, while self-employed or when working as a volunteer in another organization. Note: This exclusion shall not apply to charges incurred for an injury or illness sustained by a certified off-duty public safety officer (police officer or firefighter) while working at a special event which requires the services of off-duty public safety officers to protect community's best interest, if such injury or illness is determined to be compensable under the City's Workers' Compensation coverage.

Prior to a full-time employee obtaining outside employment, he/she must submit a "Request for Secondary Employment" form and receive appropriate approvals. Approvals will be based upon what is in the best interest of the City. Approval of secondary employment may be withdrawn at any time when such employment presents a conflict of interest with the City or in the event the secondary employment interferes with the individual's employment with the City .

If the employee accepts the secondary employment without approval, the employee may be subject to disciplinary action, up to and including termination of employment.

If a request for secondary employment is approved, the request should be forwarded to Human Resources for inclusion in the employee's personnel file.

Individual departments may have their own provisions regarding secondary employment. In those cases, departments should comply with all applicable directives.

6.12 Political Activity

The purpose of this policy is to provide guidance in determining what types of political activities are permitted and what types are prohibited.

Employees are encouraged to vote and to participate fully in public affairs to the extent that such endeavors do not impair the neutral and efficient performance of official duties, or create real or perceived conflicts of interest. The City encourages employees to participate in matters of responsible citizenship, and at the same time, is committed to providing a non-partisan work environment in which staff can responsibly carry out their duties without political coercion.

Except as otherwise allowed by law, employees shall not use their positions for or against any candidate for public office. Employees shall not directly or indirectly coerce, attempt to coerce, command, or advise other employees to pay, lend, or contribute anything of value to a party, committee, organization, or person for political purposes.

An employee who has a question about this policy or how it may apply to a particular situation should contact his/her department director. An employee considering seeking or holding any appointive or elective City office or political office in any jurisdiction should advise the department director. The department director should consult with Human Resources to determine if an employee's proposed political activity creates a conflict of interest or otherwise violates this policy.

6.13 Solicitation

Solicitation of funds or anything of value for any purpose whatsoever will not be permitted of, or by, City employees on the job unless authorized by the department director. An employee is not required to make any contribution, nor may an individual be penalized in any way in connection with his/her employment according to his/her response to a solicitation. Any non-employee engaging in soliciting will be asked to leave the City premises.

6.14 Tobacco and E-Cigarette Products

For purposes of this policy the term "tobacco products" includes e-cigarettes. In keeping with the City's intent to provide a safe and healthy work environment, smoking, the use of smokeless tobacco products (e.g., chewing tobacco, snuff, etc.), and e-cigarettes or similar devices are prohibited in any City-owned or municipal buildings or in City-owned, rented, or leased vehicles or equipment. No employee may use tobacco products while making public contact. Employees may use tobacco products outdoors in designated areas only during their normal break or lunch periods.

6.15 Workplace Monitoring

Workplace monitoring may be conducted to ensure quality control, employee safety, security, and customer satisfaction. There can be no expectation of privacy in the use of the City's resources, including but not limited to, telephones, computers, desks, vehicles, or equipment. **Monitoring will occur without prior notification and will be conducted at times and locations deemed appropriate by the City.** Workplace monitoring will be done in an ethical and respectful manner.

A. **Telephone:** Employees who regularly communicate with citizens and customers may have their telephone calls and conversations monitored and/or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training, if needed. Improved

job performance enhances our citizens' and customers' image of the City as well as their satisfaction with our service. City offices and facilities are for City business. Limited personal use of City telephones is authorized; however, such use must be kept to a minimum and abuse will result in discipline.

B. **Video Surveillance:** The City may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

C. **Computer Resources:** The City owns the contents of all files stored on its systems, all information within application files, and all messages transmitted over its systems. The City reserves the right to monitor any and all aspects of its computer system by human and/or automated means without prior notification to employees.

D. **Inspections:** Lockers, City vehicles, offices, desks, file cabinets, and other City property used by employees are subject to inspection by a department director or designee at any time. Employees shall have no expectation of privacy in such equipment.

6.16 Employee Assistance Program (EAP)

The City is committed to helping employees and their dependents cope with personal difficulties that could adversely affect employees' work performance, productivity and/or conduct on and off the job by providing an Employee Assistance Program (EAP). This policy supports the City's commitment to support a healthy, family-oriented work environment and a values-based culture where we help and support one another.

The purpose of the EAP is to assist employees in identifying on- or off-the job personal or behavioral problems that are adversely impacting their work performance and productivity. The EAP provides free counseling and referral assistance for City employees and dependents by offering counseling services for alcohol and drug abuse, marital and relational problems, psychiatric and emotional illness, financial and legal difficulties and a wide range of other issues.

All persons employed by the City, including those individuals on a full-time, part-time, seasonal, or temporary basis, are eligible to access the EAP. Employees may access the EAP via a toll-free number, supplied by the City's EAP vendor, 24 hours a day, 7 days a week.

Utilization of EAP program services will not result in any special privilege or exemptions for established City policies related to job performance or affect the at-will status of employment.

Types of Referrals

A. **Voluntary Self-Referral:** Employees may obtain information about the City's EAP from their Department or they may contact Human Resources. An employee may voluntarily contact the City's EAP at any time for assistance. This self-referral can be completely of his/her own initiative. The self-referral can also be a response to informal suggestions by supervisors. In

most cases, appointments are available after normal working hours or on weekends. If appointments are necessary during normal work hours, the time may be charged to accrued sick leave. If sick leave is not available, employees may use other paid leave time available or use time off without pay. Information regarding the reasons employees are seeking assistance through the EAP is strictly confidential. Supervisors should not ask what the reasons are, and if an employee volunteers any information, it must be treated confidentially.

B. Job Performance Referral: A job performance referral by the supervisor generally occurs in conjunction with some form of disciplinary action. If a supervisor feels that he/she should refer an employee to the City's EAP, he/she should first review the facts with Human Resources. Upon agreement that a job performance referral to the City's EAP is the appropriate action, Human Resources will contact the EAP with the initial information that the employee has been encouraged to contact the EAP within 24 hours. The supervisor should then tell the employee that he/she is encouraged to contact the EAP within the 24-hour time period to schedule an appointment. Scheduled appointments during work hours for the assessment visits and follow up treatments should be recorded as time worked. An employee should not have his/her time docked for job performance referred assessment appointments. Although case specific information will be treated confidentially, the EAP will keep Human Resources apprised of employees' general progress, such as whether they have attended scheduled meetings and are cooperating, and whether they are attempting to resolve the issues adversely influencing their work performance. If job performance does not improve, the supervisor may continue the disciplinary process, whether or not the employee contacted the EAP.

C. Fitness for Duty Referral: On occasion, fitness for duty assessments may be required. Supervisors should work with their department director and Human Resources to determine the specific course of action in each case.

Critical Incident Crisis Response

The City may experience a critical incident or trauma in the workplace that can affect the emotional health, morale and productivity of employees and management. These events can range from an accidental death or suicide of a co-worker to a natural disaster, such as a hurricane; or a drastic reduction in force. All of these events can cause a great deal of psychological, mental, physical and emotional stress. To deal with such events, the EAP may respond to these critical incidents with a continuum of critical incident stress management (CISM) interventions.

Records of EAP Referrals/Use

All records pertaining to the EAP will be treated with a high degree of confidentiality. Any information released will be clearly defined as confidential and will be released only under the following circumstances.

- A. When the EAP counselor determines that there is a clear and imminent risk to the employee or to the community. Clear and imminent risk includes, but is not limited to an individual who is actively suicidal, an individual who is like to physically harm another person, and/or an individual whose ability to function on the job is so

- substantially impaired that the individual presents a serious risk to the community;
- B. When and to whom required by judicial order or when required by legal proceedings;
- C. As required by law to appropriate authorities in cases involving child abuse;
- D. To Human Resources staff and the employee's supervisors on a need to know basis when a referral was mandatory; and
- E. To others with written consent of the employee.

Job Performance/Disciplinary Action

Participation in an EAP program will not substitute for improved job performance, job productivity, or meeting established job standards defined by the department. Should an employee's performance remain at an unacceptable level or not improve within the time frames established by the supervisor, an employee may be subject to disciplinary action up to and including termination of employment.

6.17 Dress Code and Uniforms

Grooming, appearance, and personal cleanliness standards contribute to the morale of all employees and affect the professional image the City presents to citizens and visitors. A professional, businesslike atmosphere must be reflected in both conduct and dress. During business hours or when representing the City (including times when wearing attire with the City logo), employees are expected to present a clean, neat, and professional image.

Department directors are responsible for communicating their expectations as it relates to portraying an appropriate image and for addressing any related concerns.

Appropriate Business Attire

All clothing must be neat, clean, in good condition, and appropriate for the position. Formal business attire is required for situations calling for more formal dress, such as during meetings with outside entities, council presentations and other occasions as determined by the department director.

Inappropriate Attire

Tank tops, spaghetti straps, beach flip flops and clothing with excessive wrinkling, holes or frays, clothes that are too tight or too revealing such as chest, mid-drift, or thigh area, are not permitted. This list is not all inclusive and only provides examples of prohibited items.

Casual Friday Attire

The City has designated every Friday as "Casual Day". If City offices are closed on Friday, employees will be allowed to observe Casual Day on the day before the closure. Employees must conduct and present themselves in a professional and appropriate manner in order to maintain this privilege.

Uniforms

Department directors will determine which positions / employees are required to wear City uniforms and are responsible for ensuring uniformity within the department. This determination will be based upon security and safety considerations and the need for employee identification to the public and customers who visit City facilities. Uniformed employees will require City logo identification and the department name and must be leased or purchased from a vendor approved by Purchasing. Police and Fire department uniformed employee will be governed by the written uniform policy established by their respective departments.

Employees wearing City uniforms are required to comply with the following rules:

- A. Uniforms must be kept neat and presentable at all times. An employee may only wear accessories with the City uniform if authorized and approved by the department director.
- B. Employees will not wear City-issued uniforms while engaging in other employment or during off-duty hours. However, uniforms may be worn to and from work, including any incidental stops that may occur while on the way to and from work and during work-related meetings.
- C. Employees who are provided with uniforms will wear them every day while performing work for the City. This includes only the time spent from leaving the shop or office to arrival at the job site, back to the workplace, and to and from their homes.
- D. Employees are not permitted to drink or purchase alcoholic beverages while dressed in City-issued uniforms at any time.
- E. Employees are responsible for the cleaning of their own uniforms.

Replacement items will be issued only for damaged or worn-out uniforms. It will be the immediate supervisor's responsibility to determine the condition of such items and authorize replacement.

When an employee leaves City employment, he/she must return any City-purchased or leased uniforms to the department or his/her final paycheck may be reduced for the cost of the uniforms.

With City Manager approval a department director can authorize a uniform allowance to be given to a specific position. Amounts will be reviewed by the Human Resources for reasonableness and equity. This is a taxable benefit processed annually through payroll.

Personal Appearance

Jewelry that pierces or is clipped to the eyebrow, tongue, nose or other exposed parts of the body, except the ear, may not be worn during work hours, unless otherwise approved by the employee's supervisor. Hairstyles are expected to be in good taste. Extreme hairstyles or hair colors are not permitted. Visible tattoos may not be of an offensive nature (sexual, profane or otherwise).

Personal Hygiene

Employees are expected to maintain proper hygiene and grooming.

Dress Code Exceptions

Unusual circumstances as approved by the supervisor, such as weather conditions, special work assignments, medical reasons, worksite conditions and/or unusual working hours or situations, may be sufficient reasons to grant an exception to the departmental dress code.

Non-Compliance

Employees who do not meet dress code or professional appearance standards may be sent home by their supervisor with no compensation and are expected to report back to work immediately in proper attire. Violation of this policy may result in disciplinary action, up to and including termination of employment.

6.18 Acceptance of Gifts

The purpose of the policy governing gifts to public employees is to regulate attempts to influence employees to use their authority or discretion to the advantage of the person making the gift, and prevent criminal conduct.

No officer or employee of the City shall ever accept, directly nor indirectly any gifts, favors, privilege or employment from any public utility corporation enjoying a grant or any franchise, privilege or easement from said City, during the term of office of such officer, or during such employment of such employee, except as may be authorized by law or ordinance.

While this section speaks directly to acceptance of gifts from public utility companies and/or franchise holders, your best judgment should be used when accepting a gift of any kind from anyone.

The City recognizes that food items may be received from citizens and vendors as a thank you for services during holiday times and on other occasions. Such offerings are permissible and should be made available for the enjoyment of everyone in that particular department, division or worksite.

Items that are not consumable on the premises shall be returned, donated to a City program or community organization, or used as a door prize at a City event.

This policy is not intended to prohibit the employees or departments from accepting discounted values when carrying out department (non-personal) business or accepting courtesies generally extended to business or governmental organizations. Examples of this could include group or government rates at hotels and air travel or free continental breakfasts.

Questions regarding acceptance of gifts should be channeled through the department

director.

Chapter: 7	Effective date: January 23, 2024	
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CHAPTER 7 – EMPLOYEE DEVELOPMENT & TRAINING

The primary purpose of this policy is to promote both on the job and in-service training programs for the employees.

7.01 Conferences, seminars and courses

Department supervisors may authorize and/or require employees to attend conferences, schools, professional certification, preparation courses, or professional conferences in connection with the fulfillment of City business which will materially benefit the employee attending and pertain to the work being carried on by the department.

Attendance to any school, conference, seminar or course may be approved by the department director as provided for in the City travel policy or the budget.

Service Requirement and Repayment Schedule

If an employee does not maintain employment with the City for 24 months after receiving assistance for an approved course (s), the employee will be required to repay, at the time of termination of employment, reimbursements shall be based on the following schedule:

- (1) 100% must be repaid if an employee leaves employment prior to twelve (12) months after receiving assistance.
- (2) 50% must be repaid if an employee leaves employment after twelve (12) months but before twenty-four (24) months after receiving assistance.

The employee authorizes the City to deduct the balance owed from his/her pay or will make arrangements to reimburse the City by personal check or any other method of payment acceptable to the City.

The City reserves the right to modify, amend, suspend or terminate this policy, its standard practices, and its administrative procedures at any time, at its sole discretion.

Payment of reimbursement does not constitute an agreement of continuation of employment with the City.

Chapter: 8	Effective date: January 23, 2024	
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CHAPTER 8 – ON-THE-JOB INJURY & WORKERS' COMPENSATION**8.01 Policy**

In accordance with Title 5 of the Texas Labor Code (known as the Texas Workers' Compensation Act), the City provides benefits to those employees who are injured or contract a disease during the course and scope of employment (On-the-job injury).

8.02 Provisions of the Workers' Compensation Act

Benefits include:

- A. Lifetime medical benefits for necessary treatment of compensable injuries and illnesses;
- B. Disability income benefits for a specified period of time and up to dollar limits established by law.

By law, benefits are not payable if the injury:

- A. Is intentional or self-inflicted;
- B. Results from the employee's horseplay or voluntary intoxication (either alcohol or drug- induced);
- C. Arises from voluntary participation in off-duty recreational, social, or sports events;
- D. Results from "acts of God," unless a person's job exposes him or her to a greater than ordinary risk of injury from such acts; or
- E. Is inflicted by someone else for personal reasons unrelated to employment.

Refer to the Texas Workers' Compensation Act for complete details regarding benefits, rules, procedures and dispute resolution. The website is: www.tdi.state.tx.us/wc/indexwc.html.

8.03 Responsibilities**Human Resources**

Human Resources is responsible for administering the Workers' Compensation program, and will have financial and operational oversight of the program. The City purchases insurance and the respective claims adjusters will determine compensability and adjust claims in accordance with the Texas Workers' Compensation Act.

Employees

Employees shall report all on-the-job injuries to their supervisor immediately after an injury. They are also responsible for making sure medical documentation is promptly submitted to Human Resources following initial medical treatment, as well as after each subsequent medical

treatment. Acceptable documentation for the initial treatment is Form DWC 73 from a physician, or patient discharge instructions from an emergency medical facility.

Supervisors

Supervisors will ensure the injured employee receives prompt medical attention if required. They will investigate all accidents to identify causes, pinpoint unsafe conditions and prevent similar accidents from recurring. Supervisors will report all on-the-job injuries to Human Resources within one business day after notification by the employee. The On-the-Job Injury form is available from Human Resources. The instructions regarding how to complete and e-mail it are printed on the form.

8.04 On-the-Job Injury Procedures

- A. If it is a medical emergency, employees should be taken to the nearest emergency facility and notify Human Resources as soon as reasonably possible.
- B. In a non-emergency situation, Human Resources will coordinate the scheduling of any initial medical treatment for injuries occurring within the normal work hours of 8 a.m. to 5 p.m. Supervisors or their designees should accompany employees to the place of treatment.
- C. Employees who are injured after normal work hours and require medical treatment should be taken to nearest emergency facility.
- D. Employees who require medical attention immediately following the on-the-job injury must submit to alcohol and drug testing. Supervisors or their designees will ensure this is performed by the treating facility as soon as possible following the injury. Alcohol testing should be performed within 2 hours of the injury; drug testing to the greatest extent possible at the same time as the alcohol testing is performed; otherwise, within 24 hours. If a test cannot be performed within that time period, a written record stating the reasons the test was not performed shall be prepared by the supervisor and sent to Human Resources within 36 hours of the injury. Testing is not required for:
 - 1. Exposure to occupational disease;
 - 2. Animal or insect bites;
 - 3. Exposure to poison oak or ivy, or other similar toxins; or
 - 4. Injuries caused by an animal or another person.
- E. Except for initial treatment provided by an emergency facility, injured employees must use a medical provider who is an approved network provider. If employees receive treatment from a provider outside of the approved network they could be responsible for the payment.
- F. Employees who are not released for work after the initial treatment will notify their supervisors and Human Resources by 8 a.m. the first business day following the injury. Time off from work caused by a Workers' Compensation injury will be considered an absence under the Family and Medical Leave Act (FMLA), if the employee is eligible. (Refer to the Family and Medical Leave Policy for eligibility requirements.)

- G. Employees may not return to work from an injury involving lost time without first obtaining a release from the treating physician (Form DWC 73 or similar). The physician's release must be forwarded to Human Resources no later than the first day the employee returns to work.
- H. If employees are not able to return to regular duty, they may temporarily be assigned other duties that comply with restrictions established by the treating physician. (Refer to the Return to Work Program for procedures.)

Chapter: 9	Effective date: January 23, 2024	
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CHAPTER 9 – COMPENSATION CONTINUATION BENEFITS

9.01 Policy

The City provides compensation continuation benefits to regular full-time employees who receive or are eligible to receive Workers' Compensation temporary income benefits (TIBS). This provides employees with approximately their regular take home pay while unable to work due to a compensable on-the-job injury or illness.

9.02 Provisions of the Plan

- A. During the time an employee is unable to work and is authorized to be off duty due to an on-the-job injury, the employee may be paid Compensation Continuation Benefits (regular salary excluding overtime).
- B. The total amount paid to an injured employee while losing time from work, including any combination of Workers' Compensation Benefits and Compensation Continuation Benefits, will not exceed the full pay which the employee would have received for such period of his/her regular hours and current rate of pay.
- C. Compensation Continuation Benefits may be granted for partial or full workday periods of time. Partial periods of time must be in full hour increments.
- D. Compensation Continuation Benefits will automatically terminate at the expiration of 180 calendar days from the date of the on-the-job injury. Compensation Continuation Benefits may be continued for up to an additional 185 calendar days in unique or unusual cases approved by Human Resources. An employee must submit a request for an extension and the reasons for the request in writing accompanied with complete medical certification from the treating physician. The request and all supporting information should be sent to Human Resources 14 calendar days before the expiration of the 180 days of the Compensation Continuation Benefits. An employee will be limited to a total of 365 calendar days of Compensation Continuation Benefits within 12 months from the date of injury.
- E. In no event will Compensation Continuation Benefits be continued:
 1. After a Workers' Compensation settlement agreement or an agreed judgment has been reached;
 2. After TIBS payments have ceased;
 3. After 365 calendar days of Compensation Continuation Benefits have been received;
 4. After maximum medical improvement has been reached; or
 5. After impairment rating has been assigned.
- F. Compensation Continuation Benefits will not be charged against accrued leave benefits. Accrual of leave benefits will be suspended on the first day of the month following the beginning of injury leave and the payment of Compensation Continuation Benefits.

G. An employee who does not qualify for Compensation Continuation Benefits or whose Compensation Continuation Benefits have ended before being released to regular duty may use accrued leave benefits to supplement Workers' Compensation TIBS payments.

9.03 Procedures

In order to receive Compensation Continuation Benefits, an eligible employee must follow these procedures:

- A. The employee will return a completed statement from the treating physician (DWC-73 or similar) immediately following each scheduled physician's appointment.
- B. An employee who fails to report to his/her supervisor as agreed upon may lose Compensation Continuation Benefits and/or be subject to disciplinary action up to and including termination.

9.04 Forfeiture of Benefits

An employee will forfeit all rights to initial and/or further Compensation Continuation Benefits if the employee:

- A. Fails or refuse to comply with the instructions or advice of the treating physician or another physician performing an independent medical examination for the City regarding treatment of the injured condition. This would also include failure to keep medical appointments.
- B. Refuses to perform alternate duty, modified, or part time duty when offered by the City and authorized by the treating physician or another physician performing an independent medical examination for the City; or refuses to return to duty on the designated workday after having been released by the treating physician;
- C. Refuses to accept or perform a different job with the City that, in the opinion of a treating physician or another physician performing an independent medical examination for the City, is within the employee's physical capacity and for which the employee is qualified or will be trained.
- D. Refuses to submit to any independent medical examination or treatment required by the City in accordance with workers' compensation laws.
- E. Refuses to return to regular duty after being released for regular duty by a treating physician or another physician performing an independent medical examination for the City.
- F. Falsifies or misrepresents a physical condition or capacity;
- G. Fails to report as agreed upon with the Supervisor;
- H. Is injured as a result of any of the following:
 - 1. The employee's failure to observe safety policies, procedures, or instructions as determined by employee's department director or City Manager or designee;
 - 2. The employee's violation of any Federal, State or local law, ordinance or statute;
 - 3. Gross negligence of the employee.

- I. Is found to be working, in any capacity which would be inconsistent with the injury sustained or not deemed consistent with the recovery or rehabilitation, as a volunteer or otherwise, for or on behalf of himself/herself or any other person, firm, corporation, or any other employer.
- J. Terminates employment or is involuntarily terminated from employment while receiving Compensation Continuation Benefits.
- K. Has Workers' Compensation TIBS terminated for any reason other than a return to work or part time duty, including the denial of the Workers' Compensation claim.
- L. Fails to act in a manner consistent with being off work convalescing.

Chapter: 10	Effective date: January 23, 2024	
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CHAPTER 10 – RETURN TO WORK (RTW) PROGRAM**10.01 Policy**

The City will make reasonable effort to provide suitable return-to-work opportunities for employees who are temporarily unable to perform their regular duties following a compensable Workers' Compensation injury. This may include modifying their regular job or, if available, providing temporary alternate work for which employees are qualified.

10.02 Eligibility

Employees must have sustained an on-the-job injury or illness determined to be compensable under the Texas Workers' Compensation Act.

They must provide a written statement (DWC-73) from the treating physician stating the employee is:

- A. Temporarily unable to perform his/her essential duties;
- B. Capable of carrying out work of a lighter or modified nature from his/her regular duties; and expected to return to his/her regular duties.

10.03 Procedures

After the compensable injury or illness has occurred, employees must be seen by an approved treating physician to receive appropriate, effective medical treatment that facilitates recovery and expedites return to productive work.

When the physician determines employees are able to return to work (with or without restrictions), he/she must complete the DWC-73, indicating specific restrictions, if any, and the duration of those restrictions.

In accordance with Texas Workers' Compensation Rule 129.6, as amended, employees may be offered a return-to-work (RTW) position with restricted duties that are within the employee's work abilities as determined by the treating physician.

Work assignments and work schedules for those in the RTW Program will be determined by the assigned supervisor in accordance with the determined need for service. Whenever possible these assignments will be made in the employee's department. If an assignment is not available in the employee's regular department, the Supervisor and Human Resources will arrange placement in another City department if a suitable assignment is available.

CITY OF BRADY EMPLOYEE PERSONNEL POLICIES

The temporary job offer will be made to the employee in writing and in the form and manner prescribed by the Texas Workers' Compensation Act. A copy of the DWC-73 on which the offer is being based will be included with the offer. The offer will include the following:

- A. The location at which the employee will be working;
- B. The schedule the employee will be working;
- C. The wages that the employee will be paid;
- D. A description of the physical and time requirements that the position will entail; and,
- E. A statement that the City will only assign tasks consistent with the employee's physical abilities, knowledge and skills and will provide training, if necessary.

If the employee refuses the RTW assignment and is receiving Compensation Continuation Benefits, these benefits and the temporary income benefits (TIB) will be discontinued.

Employees participating in the RTW program will be compensated at his/her regular rate of pay for 40 hours maximum other than police and fire. Employees may not work overtime hours or at any outside employment without approval from their Supervisor and Human Resources.

Alternate duty assignments are intended to be temporary and should not extend beyond 90 calendar days from the date the treating physician first releases the employee to return to work with temporary restrictions. The duration of approved time will be based upon the information provided by the employee's treating physician.

If an employee is unable to return to regular duty without restrictions after the 90 calendar day period, he/she may request a continuation of alternate duty not to exceed a total of 180 calendar days. Approval beyond the initial 90 calendar days will be based upon the assessment of the employee's ability to return to full duty within the immediate future. An employee requesting this extension must submit documentation to the Supervisor and Human Resources from his/her treating physician. This should include what limitations continue to exist and the probable duration of those limitations.

If an employee is unable to return to regular duty after 180 calendar days from the initial date of injury, a reasonable accommodation may be made by the City to provide for the employee to perform such duties. If a reasonable accommodation cannot be made and an employee is unable to perform the essential duties of his/her position with or without restrictions, the employee may be terminated and the position filled due to business necessity. The decision to terminate the employee's employment after 180 calendar days from the first date of injury will be final without the option for appeal.

This policy will not be construed or interpreted to mean any employee has a right to be offered a RTW assignment or that the City is compelled to make such an offer.

Chapter: 11	Effective date: January 23, 2024	
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CHAPTER 11 – REASONABLE ACCOMMODATION**11.01 Policy**

It is the policy of the City to seek to provide reasonable accommodation for qualified individuals with disabilities who are employees or applicants for employment, whenever possible. The City will adhere to all applicable federal, state and local laws, regulations and guidelines with respect to providing reasonable accommodations as required to afford equal opportunity to qualified individuals with disabilities.

This includes, but is not limited to, compliance with the Americans with Disabilities Act of 1990 (ADA), as amended.

11.02 Definitions

A. **Qualified Individual with a Disability:** A qualified individual with a disability is an individual who satisfies the job-related requirements of the position and who can perform the essential functions of the position with or without reasonable accommodation(s). A disability could be a physical or mental impairment that substantially limits one or more major life activities, such as self-care, performing manual tasks, hearing, speaking, breathing and working. A major life activity could also include the operation of a major bodily function, including but not limited to functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions. An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

B. **Reasonable Accommodation:** In general, a reasonable accommodation is a modification or an adjustment to a job, the work environment, or the way things usually are done that enables a qualified individual with a disability to enjoy an equal employment opportunity. An equal employment opportunity means an opportunity to attain the same level of performance or to enjoy equal benefits and privileges of employment as are available to a similarly situated employee without a disability. Examples of reasonable accommodations include (but are not limited to) making existing facilities accessible; job restructuring; part-time or modified work schedules; acquiring or modifying equipment; changing tests, training materials, or policies; providing qualified readers or interpreters; and reassignment to a vacant position. Accommodation may also include making modifications to existing leave policies and providing leave when needed for a disability, even when the leave might not be available to other employees.

11.03 Requests for Reasonable Accommodations

A. **Employees:** An employee seeking an accommodation for a disability should notify his/her supervisor that he/she needs an adjustment or change at work for a reason related to a medical condition. It is not necessary for the employee to specifically mention the ADA or use the words “reasonable accommodation.” These requests should be referred to the department head and Human Resources for review.

B. **Job Applicants:** Job applicants seeking an accommodation should be referred to Human Resources.

11.04 Procedures

The City will work with the employee/applicant and his/her health care provider(s) through an interactive process to identify a reasonable and effective accommodation for a disability. The request for a reasonable accommodation shall be reviewed by the City, and a written determination will be provided to the employee or applicant by the Director of Human Resources.

An appeal of a determination may be made following the procedures outlined in the City’s ADA Grievance Policy.

Chapter: 12	Effective date: January 23, 2024	
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CHAPTER 12 –HUMAN RESOURCES (RISK MANAGEMENT & SAFETY)**12.01 Introduction****Policy**

The goal of risk management and safety through the Human Resources Office is to limit injury or damage to persons, employees, and property within the City. The department's mission is to reduce the liability to the City in the form of safeguarding the public and employees from claims against the City that can be prevented by effective risk management policies.

Responsibility

All Department/Division Heads are responsible for implementing risk management and safety policies as put forth by Human Resources. All employees are required to follow the risk management policies and attend safety meetings as required.

12.02 Prevention**Policy**

Safety will be exercised by all employees, at all times.

Purpose

- A. To provide for the preventive measures necessary to encourage the observance of safety.
- B. To provide management endorsement for the support of safety practices.
- C. To create a structure for the discussion and awareness of safety.

Responsibilities

Supervisors shall follow all safety rules and advise those whom they supervise of all such rules. Supervisors shall observe employees' actions for safety and advise them accordingly.

12.03 Safety Clothing and Equipment**Purpose**

The City desires to promote a safe working environment for employees by providing a uniform policy setting forth guidelines for the wearing of certain safety clothing and equipment for all employees engaged in dangerous work. The cooperation of employees and management in the observance of this policy will provide safer working conditions and reduce accidents.

Individual departments shall develop additional clothing requirements within their functional areas that are appropriate to their specific job functions.

A. **Footwear:** Employees shall wear footwear suitable to the type of work being performed. Wearing of sandals, thongs, tennis shoes, loafers or similar footwear shall not be acceptable during working hours for employees serving in labor, maintenance, construction, or inspection positions.

Protective footwear shall be worn when required by the department. Protective footwear is footwear that meets the requirements of the American National Standard Institute's ANSI Z41-PT99 standard, or the equivalent ASTM standard. Each shoe must have a label or marking indicating compliance with the Standard. All protective footwear must be identified as having a slip resistant sole/tread.

Departments may have specific requirements regarding style or color of footwear.

An allowance is provided to employees who are required to obtain protective footwear as a condition of employment. Prior approval and allowance is required by the department director.

Footwear is to be maintained in a serviceable condition. As with all personal protective equipment (PPE), protective footwear should be inspected prior to each use. This includes looking for cracks or holes, separation of materials, broken buckles or laces. The soles should be checked for pieces of metal or other embedded items that could present electrical or tripping hazards. Manufacturer's recommendations for cleaning and maintenance should be followed. It is the employee's responsibility to properly maintain the footwear, wear it when required and to request replacement footwear when needed.

B. **Hard Hats:** Hard hats that are dielectric and of a high density polyethylene material are to be worn by City employees when they are working in any area deemed to be a hazard by supervisory personnel. Examples of conditions where hard hats shall be required are:

1. Working at an excavation or manhole;
2. Working on a ladder, tower, or aerial device;
3. Working in an area where there is a danger of falling objects; and,
4. Working in the street or in a construction area.

Soft caps may be worn when an employee is not engaged in any of the activities for which a hard hat is required. Soft caps shall not be used as substitutes for hard hats.

Hard hats and soft caps will be furnished by the City. Supervisors are responsible for enforcement of this policy.

C. **Gloves:** Gloves will be worn when an employee is engaged in duties that require handling of objects that can stick, cut, or bite the employee. Supervisory personnel, with the assistance of the department heads, will determine the appropriate type of glove to be worn. Gloves will be furnished by the City. Supervisors are responsible for enforcement of this policy.

D. **Eye and Ear Protection:** Jackhammering, power sawing, or employees who use

power tools for edging or trimming will wear suitable goggles and/or face shields while performing any of these operations. Appropriate goggles and/or shields shall be provided by the City. Any operation of loud power equipment such as jackhammers or the like shall be required to wear headsets to reduce the amount of damage inflicted upon the employee's hearing. Supervisors are responsible for enforcement of this policy.

E. **Safety Vest:** City employees who are required to work in the street or roadway shall be required to wear a fluorescent safety vest. Employees who operate farm-type equipment on the streets shall wear safety vests of solid or net material. Safety vests will be furnished by the City. Supervisors are responsible for enforcement of this policy. Police officers and firefighters will be guided by their own Department regulations.

F. **Classifications Required to Wear Work Shoes and Hard Hats:** Each respective department shall determine which classifications are required to wear work shoes and hard hats and will notify their employees of these requirements.

G. **Dust Masks:** A disposable dust mask shall be worn by all employees who operate mowing equipment and/or weed eating equipment to prevent inhalation of dust and grass.

H. **Seat Belts:** Seat belts shall be worn at all times when operating City vehicles as per State statute. Violation of this policy will not be tolerated.

Disciplinary Action

Violation of any of the above policies may result in disciplinary action in accordance with established City policy.

12.04 City Vehicle Operator Standards

All employees authorized to operate City vehicles and motorized equipment (owned, borrowed, rented or leased by the City), or who operate personal vehicles on City related business, shall meet and maintain minimum qualifications. This also applies to employees receiving a monthly car allowance, reserve police officers and applicants for positions requiring the operation of City vehicles and equipment.

Responsibilities

Employees who drive City vehicles or operate motorized equipment in the course of their employment shall be required to meet the following minimum conditions of eligibility for driving/operating privileges:

- A. Have reached the age of 18 years.
- B. Be physically qualified to hold a driver's license and have the proven ability to drive and/or operate the equipment safely.
- C. Have a valid driver's license of the appropriate class, issued in the employee's current state of residency.

- D. Wear seat belts and other relevant safety equipment when operating City vehicles or motorized equipment when appropriate.
- E. Observe all City vehicle and traffic related policies.
- F. Observe all laws and ordinances relating to the operation of City vehicles or motorized equipment.
- G. Be responsible for the proper care and use of vehicles or motorized equipment as defined and described in the City Fleet Maintenance Management Policy.
- H. Employees using their personal vehicle for City related business shall comply with all current legal regulations such as insurance, inspection, and registration.
- I. City employees may not use hand-held devices while operating a City Vehicle, whether the vehicle is in motion or stopped. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages. All motor vehicles must be legally and safely parked to operate hand-held devices. Such restrictions for Police and Fire department personnel will be governed by Police and Fire Department policy.
- J. City employees may use accessories or vehicle-based equipment which allows for a hand-held device to be operated hands-free for voice calls only, so the driver may be able to maintain the use of both hands to control the vehicle. Vehicle operators are still required to use good judgment when using hands-free equipment so as not to be distracted from maintaining control of the vehicle.
- K. Individual Departments shall be authorized to restrict the use of hands-free equipment based on the operational needs of the Department or vehicle size.

Operator Standards

Employees currently in a position requiring the operation of City vehicles or motorized equipment, or applicants for such positions, shall not be eligible for driving/operating privileges under any of the following situations:

- A. Driver's license is currently suspended or revoked.
- B. Driving while intoxicated (DWI) or driving under the influence (DUI) of narcotics conviction within the past three years.
- C. Any serious violation such as reckless driving, endangering lives of others, racing, failing to stop and render aid, or negligent vehicular manslaughter within the past three (3) years.
- D. More than three standard moving violations such as speeding, reckless driving, disregarding a traffic control signal, failure to signal, failure to keep right, following too close, etc. within the past three years.

Procedures

The following procedures shall be observed under this policy:

- A. Employees operating City vehicles or motorized equipment must report to their supervisor, or designee, any accident involving these vehicles immediately following

the accident.

- B. Employees shall submit to a drug and/or alcohol test if the accident involves third party bodily injury or property damage, or if it causes more than cosmetic damage to City property. Supervisors, or their designee, must drive employees to and from the testing facility. Refer to the Personnel Rules for more information regarding the City's drug/alcohol testing policy.
- C. Employees who are in jobs that require the driving/operating of City vehicles or motorized equipment shall report any driver's license suspensions to their immediate supervisor within 24 hours of the suspension and shall not drive at any time during suspension.
- D. Failure to report license suspensions, failure to maintain the required driver's license, or failure to meet minimum driving record criteria will be sufficient grounds for removal from driving privileges and may subject the employee to disciplinary action.
- E. ~~No City employees shall drive a City vehicle unless All City employees will have their driving records~~ have been reviewed by Human Resources on an annual basis. Human Resources will create a list that includes the employee's name, date of birth, and current driver's license number. The motor vehicle record reflects the past three years of a driving record. The appropriate department head will be notified of any employee whose driving record fails the criteria set forth in this policy.
- F. Employees who have been ruled ineligible to drive City vehicles or equipment due to their driving record shall be:
 - 1. Assigned non-driving responsibilities within their current department, if available; or
 - 2. Transferred to another department and assigned non-driving responsibilities, if available; or
 - 3. Dismissed, if neither of the above alternatives can be achieved within 20 working days.

All non-driving responsibilities must have prior approval of the City Manager .

- G. Employees who receive a car allowance and become ineligible for driving privileges shall have their car allowance revoked and shall not be permitted to drive on City-related business. Mileage reimbursement recipients who become ineligible for driving privileges shall be forbidden to drive their personal vehicles on City-related business.

12.05 Vehicle Take-Home Policy

The City's Vehicle Take-Home policy is listed in Addendum ____.

City vehicles are not to be taken to homes outside of McCulloch County, unless approved for City business.

12.06 Post-Accident / Injury Drug and Alcohol Testing**Policy**

In conjunction with the City's commitment to maintain a drug-free environment, alcohol and drug tests are required after City employees have been involved in specific job-related accidents.

Procedures

Below is an outline of the procedure to be followed:

A. Employees under the age of 18 may not be drug tested unless a waiver signed by the parent or guardian authorizing the drug test is on file, otherwise a parent or guardian must be present. Keep in mind, employees under the age of 18 cannot drive City vehicles or drive their personal vehicles on City business.

B. There are two situations after which drug and alcohol testing is required:

1. Following an accident involving the operation of a City vehicle or motor driven equipment.
2. After an employee has been injured from an on the job injury.

C. Accidents involving the operation of a City vehicle or motor driven equipment: Employees will be taken by their supervisor(s) or a designee for drug and alcohol testing if they are involved in an accident:

1. While driving a City vehicle at any time; or
2. Driving a personal vehicle on City business; or
3. While operating City-owned motor driven equipment,

AND

The accident results in death, injuries that require the immediate services of a medical professional (to anyone involved in the accident) or significant property damage. Significant property damage means that the damaged property must be replaced or incur major repairs in order to be restored to its prior condition.

This does not include:

1. Superficial or cosmetic damage
2. Damage caused by birds or animals
3. Accidents occurring when the driver is legally parked

On the job injuries

Employees who are injured from an employment related accident will be taken by their supervisor(s) or a designee for drug and alcohol testing if their injuries require the immediate services of a medical professional.

This does not include:

- A. Exposure to occupational disease
- B. Animal or insect bites
- C. Exposure to poison oak or ivy, or other similar toxins
- D. Injuries caused by an animal or another person

Where the tests are administered

If it is determined that post-accident drug / alcohol test is necessary based on the above criteria, the employee must be taken to the designated testing facility for a post-accident alcohol and drug testing.

When the tests are to be administered

Post-accident/injury alcohol testing should be performed within five hours, attempts to test shall cease and a written record stating the reasons the test was not performed shall be prepared by the supervisor and sent to Human Resources within 24 hours of the accident/injury.

Post-accident/injury drug testing should be performed within 24 hours or not at all. If a test cannot be performed within that time period, a written record stating the reasons the test was not performed shall be prepared by the supervisor and sent to Human Resources within 36 hours of the accident/injury.

Work status of employee pending test results

If test results are not immediately available, the employee may not drive vehicles or motor driven equipment until the results are received. If the results are negative, the employee may resume his/her normal duties. In situations where the results are positive or inconclusive, Human Resources will provide guidance.

12.07 Loss - Property Damage

Employees shall report all property damage to their supervisor immediately. Supervisors shall report all property damage to fleet management and purchasing agent or designee who reports to TML. If an investigation is needed, supervisors shall report the incident to the police department.

Procedures

All property damage must be reported on the appropriate "Incident/Vehicle Accident Report" form to the purchasing agent or designee within 24 hours, or the next working day.

Chapter: 13	Effective date: January 23, 2024	
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CHAPTER 13 – SOCIAL MEDIA

This policy outlines the protocol and procedures for the use of social media to publicize official City services and events. In addition, this policy provides guidance to the employees of the City concerning their use of social media as well as their responsibilities with regard to social media and the use of City resources.

13.01 Definitions

Social Media: For the purposes of this policy, social media shall mean official City websites as well as all forms of online community activities such as online social networks (e.g., Facebook), professional networking sites (e.g., LinkedIn), message boards (e.g., Twitter), video sharing (e.g., YouTube), blogs, wikis, chat rooms and online forums.

13.02 Policies and Procedures**Official City Social Media Sites**

Official social media sites/pages representing the City will be the property of the City. Accounts must be registered and approved through the City Manager, before establishing the account.

- A. The City Manager or designee will be responsible for the oversight of the City's social media formats to include:
 1. Authorizing social media accounts;
 2. Maintaining a list of social media domains as well as usernames and passwords;
 3. Monitoring social media activity to verify that content is compliant with the City's goals, objectives and ethical conduct policy;
 4. Access to all administrative rights and privileges of all social media domains and accounts.
- B. In order to be acceptable, the content of the social media must contain:
 1. Information about City events, activities or issues tied to something funded, operated, managed, etc. by the City;
 2. Positive aspects of the City; or
 3. Reflect the goals and purpose of the account.
- C. Postings to City social media sites must be respectful and shall NOT contain any of the following:
 1. Comments that are not typically related to the particular posting being commented upon;
 2. Comments in support of, or opposition to, political campaigns, candidates or ballot measures;
 3. Profane language or content;
 4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, national origin, physical

- or mental disability, as well as any other category protected by federal, state, or local laws;
- 5. Sexual content or links to sexual content;
- 6. Solicitations of commerce;
- 7. Conduct or encouragement of illegal activity;
- 8. Information that may tend to compromise the safety or security of the public or public systems;
- 9. Content that violates a legal ownership interest of any other party including the disclosure of private or confidential information;
- 10. Information about actual or potential claims and litigation involving the City;
- 11. The intellectual property of others, without written permission; or
- 12. Photographs of employees or members of the public, without written permission or publicly posted notice given.
- D. The City website will remain the official location for content regarding City business, services and events. When possible, links from social media sites will be used to direct users back to the City's website for more information.
- E. Any request for a social media site from a department or employee must be approved by the City Manager. Requests should include:
 - 1. Purpose of the site, goals desired to be accomplished, and benchmarks to track progress;
 - 2. How often the site will need to be updated; and
 - 3. Individuals that have authority to update the site.
- F. Only designated employees will have authority to change content of the social media site.
- G. Individual departments that the posted information is related to are responsible for providing a site administrator with an official response to any inquiries related to the posted information.
- H. Communications through social media is public record. Posts by City departments, employees and any outside feedback will be part of the public records for the City.
- I. The City Secretary will be responsible for establishing guidelines for maintaining and storing copies of the content posted in order to comply with the Texas Public Information Act.
- J. Content posted by outside contributors and not officially posted by the City do not constitute an endorsement or representation on the part of the City. Any comments or content posted that are deemed inappropriate will be deleted. The City also reserves the right to block any users that violate these guidelines from accessing the City's social media sites.
- K. If a question arises regarding the use or posting of confidential information on a social media site, the matter shall be referred to the City Attorney for review. The information shall not be posted, or if already posted will be removed immediately until an opinion is rendered by the City Attorney. The City Manager or designee reserves the right to restrict or remove any information on the social media site that he/she does not believe serves in the best interest of the City.
- L. Each official City social media page will include a disclaimer that contains wording similar to :

“The City of Brady maintains this social media site/page to provide information and promote City of Brady programs, services, policies and objectives. It is the City’s goal to keep the most current and accurate information available to the public on this site, however, varying events can occur that could affect the timeliness of the information and the accuracy of the content. Comments posted on this site by “friends,” “fans,” or “followers” will be monitored and any postings or comments that are disrespectful, offensive, dishonest, or do not accurately reflect the views, values or objectives of the City of Brady will be deleted without notice. This site/page may contain links to other Internet sites and resources as a convenience to the viewer. Linked sites/pages are not under the control of, nor maintained by, the City of Brady and the City is not responsible for the content of these sites. In addition, the inclusion of a linked site/page does not constitute an endorsement or promotion by the City of Brady.”

13.03 Use of Social Media at Work

- A. Work-related social media access by employees while on duty utilizing City property will be subject to the rules and guidelines set forth by the City.
- B. Personal use of social media by employees while on duty utilizing City property will be subject to the rules and guidelines set forth by the City.
- C. Media inquiries generated on social media sites should follow the protocols generally accepted by the City regarding media inquiries.
- D. The City reserves the right to monitor employee use of social media sites accessed during work hours on City equipment. Users should have no expectation of privacy or confidentiality when using these resources.
- E. Employees may not ignore copyright laws, cite or reference sources inaccurately. Plagiarism is prohibited.
- F. All information published on social media sites must comply with City’s privacy and/or data policies. This includes comments, pictures, video, audio or any other multimedia posted on social networking sites, blogs, and forums.
- G. Employees are discouraged from discussing information about City employees, citizens, vendors, issues, business, or legal matters without expressed consent to do so.
- H. All City-related communication through social media outlets should remain professional in nature. Incomplete, inaccurate, inappropriate, threatening, demeaning, harassing or poorly worded postings may be harmful to other employees, damage employee relationships, create hostile working environments, violate City policies or harm the City’s reputation. Such wording will be removed by the Communications and Marketing Department staff at their discretion. Employees bear full responsibility for the material they post on social media sites. Inappropriate usage of social media can be grounds for disciplinary action, up to and including termination of employment.

The City reserves the right to remove content that is deemed in violation of this policy or any applicable law. Violations of this policy may result in immediate revocation of any or all electronic communications access and user privileges and may be grounds for disciplinary action up to and including termination. Certain violations could result in civil or criminal liabilities for the user.

13.04 Use of Social Media at Home

While the City encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile work environment for any employee; disrupting the smooth and orderly flow of work within the office; or harming the goodwill and reputation of the City among its citizens or in the community at large. In the area of social media, employees may use such media outside work as long as such use does not produce the adverse consequences noted above. For this reason, the City reminds its employees that the following guidelines apply in their use of social media, both on and off duty:

- A. Information that is published on personal online sites should never be attributed to the City and should not appear to be endorsed by or originated from the City.
- B. Employees engaging on personal social media platforms should not use their City e-mail account or the City's name, logos, pictures of the employee in a City uniform, incorporate the City in their identity (e.g., username, "handle", screen name or profile picture), nor should they speak as a representative of the City.
- C. Any person identified as an employee of the City on a publicly accessible site is expected to maintain a positive online image that is consistent with the City's goals and objectives.
- D. Employees that choose to list their employment affiliation on public websites should regard all communication on that site as professional.
- E. Employees that contribute to a public site or blog and identify themselves as a City employee are asked to provide a clear disclaimer that their views are not endorsed by the City and are their beliefs alone.
- F. Relationships with other City employees established outside of work on social media sites may have an adverse effect on work relationships. Employees should be mindful of this possibility.
- G. Posts should not disclose private or confidential information including posting photographs of fellow employees or citizens without their permission.

Chapter: 14	Effective date: January 23, 2024	
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CHAPTER 14 – CELL PHONE USE

14.01 Policy

The purpose of this policy is to ensure that privacy, security, and legal issues concerning use of the cell phones are addressed and that a policy is formally established to define appropriate procurement procedure and use of these services and equipment. This policy covers cell phones that are issued by the City for City business purposes, and personally-owned cell phones which may be used by employees for City business purposes. City-issued cell phones and all information created and stored therein, are the property of the City. For the protection of the organization and its employees, City employees with access to these technologies from City provided resources are required to review and abide by this policy.

This policy applies to all employees within the City. This policy applies to all City departments and all employees, including full-time, part-time, contract, temporary or seasonal hires. Departments have the ability to implement more restrictive (but not less restrictive) conditions on the use of cell phones than those defined within this policy.

14.02 Definitions

City-owned cell phone means cell phones that are purchased by the City and the City is responsible for paying the billed cost of that cellular usage.

City employee means any employee (including permanent, full-time, part-time, and seasonal employees) of any City department.

IT means Information Technology and/or Information Technology consultant.

Personal Use means usage for purposes other than City business purposes.

Smart Phone, which pertains to cell phone devices that integrate the functionality of a mobile phone, email, web access, data plan and other functions.

14.03 Appropriate Use of City-Owned Cell Phones

Employees are expected and have the obligation to use good judgment at all times when using City-owned cell phones. Access to these technologies is made available to City employees for the purpose of providing an effective method to communicate and increase productivity.

Employees are permitted limited use for personal needs if the use does not interfere with official business or result in the loss of employee productivity. Personal use of City technology

must be kept to the minimum amount of time needed to address a situation. Excessive use will be determined on a case-by-case basis.

14.04 Prohibited Uses of City-Owned Cell Phones

This policy prohibits employees from using City-owned cell phones for the following activities:

- A. Transmitting or downloading any material or messages in violation of Federal, state, local law, ordinance, regulation or City policy, including but not limited to, sexually, racially, or ethnically offensive comments, threats, jokes or slurs.
- B. Distributing sensitive or confidential information.
- C. Using City-provided resources to accomplish personal gain or to manage a private business.
- D. Downloading or distributing copyrighted materials not owned by the City, including software, photographs, or any other media.
- E. Developing or distributing programs that are designed to infiltrate computer systems internally or externally, and development of any PC virus.
- F. Accessing or downloading any resource for which there is a fee without prior supervisory approval.
- G. Representing yourself as another user or employee.

14.05 Privacy

Employees should have no expectation of privacy while using City-owned cell phones. They are not a secure means of communication and personal or privileged information sent or received via these technologies could potentially be read or overheard by individuals other than the desired recipients. Call records of City-owned cell phones are public record.

14.06 Violations

Violations of this policy may result in termination of access to and use of City cell phones and may also result in disciplinary or legal action up to and including termination of employment, criminal or civil penalties or other legal action against the employee.

14.07 Vendor Selection for City-Owned Cell Phones

Purchasing will meet periodically with area vendors to obtain price plans, equipment and service information. A limited number of vendors will be chosen based on service offerings, price, equipment offerings, and the ability to provide electronic billing. In such instances where it is determined best for the City to purchase its own cell phones, City-owned cell phone devices and services will be obtained through a single vendor. IT will facilitate any required contract negotiations for City-owned cell phone service contracts when available from providers.

14.08 City-Owned Cell Phone Equipment Purchase

City-owned cell phone equipment should be reserved for times when an allowance is not conducive (such as when used on a shared vehicle or when shared as an on-call device). Requests for a City-owned cell phone must be approved by the department's Director.

City-owned equipment requires approval via the budget process or will need to be approved by the Departmental Director.

14.09 Billing and Reporting for City-Owned Cell Phones

- A. Cellular vendors will send monthly billing detail in either hard copy or digital format to the individual departments.
- B. The Finance Department will receive a consolidated invoice and is responsible for paying for the cellular services used by the departments who have approved City-owned cell phones.
- C. Any disputed charges are reported to the cellular provider by the department that purchased the City-owned phone. IT will not facilitate corrections with vendors pertaining to disputes over individual cell phone use.
- D. Vendors will be required to provide departments with quarterly cellular use audits to validate the appropriateness of the agreed-upon service contract.

14.10 Personal use of City-Owned Cell Phones

Employees whose duties require the use of a cell phone, including on-call personnel, may be provided with one by the City upon approval of their department head in written form. All written approvals are maintained at the department level.

There will be no reimbursement by the City for business use of a personally owned cell phone other than through the allowance process outlined herein.

14.11 Personally-Owned Cell Phone Allowance

It is the expectation of this Policy that most City cell phone business will be conducted through personally owned cell phones of City employees. At the discretion of a department director, and through the budget approval process, employees may receive an allowance through payroll to cover business use of personally-owned cell phones. The allowance will be paid as taxable wages on the last payroll of each month.

Employees will obtain their own service agreements for cell phones and receive an allowance from the City for the use of those services. Allowances are intended to cover cell phone hardware purchases, replacement and any maintenance of devices as required. The allowance rates will be reviewed and established annually, in line with the City's budget process.

It is not intended that all City employees using personal cell phones for business purposes will receive an allowance. Allowances will be authorized only for regular and necessary City business. Incidental and occasional use of personal cell phone is expected for City business and is not to be compensated with an allowance. Those employees identified by their department heads to enroll in this program will receive the monthly allowance as per current City policy.

- A. Cellular contracts for personally-owned cell phones are between the employee and the cellular provider, and are not obligations of the City. Invoices for personally-owned cell phone equipment or usage are not to be addressed to the City, and are the employee's sole responsibility to pay.
- B. Employees who receive the allowance for personally-owned cell phones are required to maintain current service in good standing with the cellular provider so long as the allowance is in effect.
- C. Employees who receive the allowance for personally-owned cell phones are required to make their phone numbers available for appropriate business use and to be available to answer calls on their cell phones during business hours when regular business phones are not available or at other hours as may be appropriate or required for the position.
- D. Reimbursement for business calls on a privately-owned cell phone is not provided by the City, and should be covered by the allowance. Reimbursement beyond the allowance is not provided for any reason.

For questions regarding this policy or policy interpretation, please contact Human Resources.

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	01-23-2024	AGENDA ITEM	7. G.
AGENDA SUBJECT:			
Status on the purchase of a Cab/Chassis with Pressure Digger Unit for the Electric Distribution fleet approved by City Council on March 21, 2023.			
PREPARED BY:	T. Hoffpauir	Date Submitted:	01-18-2023
EXHIBITS:			
Bid Quotation Sourcewell Solicitation contract Bid Tabulation Summary			
BUDGETARY IMPACT:		Required Expenditure:	\$309,665.00
		Amount Budgeted: (3-21-2023)	\$407,500.00
		Appropriation Required:	\$0.00
CITY MANAGER APPROVAL:			
SUMMARY:			
<p>On February 02, 2023, sealed bids were received after proper advertisement and public notification for <i>one</i> Cab/Chassis Pressure Digger Unit to be utilized in the Electric Distribution Division fleet, replacing a 2000-year model digger unit. The lowest responsive bid was received from Kryish Truck Centers at a price of \$407,470.00 and was awarded by City Council on March 21, 2023. Subsequently, a purchase order was issued. However, due to unforeseen circumstances Kyrish was unable to honor the approved price and the purchase order was cancelled.</p> <p>On December 1, 2023 The purchasing department utilized a cooperative purchasing agreement through Sourcewell to solicit quotes for a digger unit resulting in Global Rental Co. Inc., an Altec subsidiary, submitting a quote for a used 2020 Cab/Chassis Pressure Digger at \$309,665.00. This unit was previously used as a rental unit and had only 500 hours of use. Because this digger unit met the requirements specified by the Electric Division, and was \$97,835 less than the approved budget, a purchase order was executed, and the unit- after 8 months since approval was given to purchase, has been delivered to the City.</p> <p>This vehicle purchase ensures the Electric Division has a reliable digger for pole replacements and new installations of power poles. This capital purchase was approved in the FY 23 Budget and funds were rolled over to the FY 24 Budget cycle.</p>			
RECOMMENDED ACTION:			
No action is required. For information only			



Quote Number: 1128202301
Opportunity Number:
Sourcewell Contract #: 062320-ALT
Date: 11/28/2023

Quoted for: City of Brady
Quoted by: Dylan Hooper
Phone: / Email: (469) 615-4321 / dylan.hooper@altec.com

REFERENCE MODEL	Sourcewell Price
DT65 6x6, 2021 **	\$336,590

(A.) Sourcewell Options On Contract

1		
2		
3		

SOURCEWELL OPTIONS TOTAL: **\$336,590**

(A.) **OPEN MARKET ITEMS** (Customer Requested)

1	UNIT	Unit to be Altec HD35A-12 in lieu of DT65	-\$16,184
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2020 model year in lieu of 2021	-\$12,916
8	OTHER		
9			
OPEN MARKET OPTIONS TOTAL:			-\$29,100

SUB-TOTAL FOR UNIT/BODY/CHASSIS: **\$307,490**

Delivery to Customer: **\$2,175**

TOTAL FOR UNIT/BODY/CHASSIS: **\$309,665**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.00 / mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**Solicitation Number: RFP #062320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Rental Co. Inc., 33 Inverness Center Pkwy., Birmingham, AL 35242 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 27, 2024 unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model, with the exception of equipment rented by Participating Entities which may not be current year models

and may have been previously rented by other Vendor customers. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the

address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent arising out of the negligence or willful misconduct of the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of

Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/24/2020 | 9:36 AM CDT

Global Rental Co. Inc.

DocuSigned by:
By: Mike Ritter
76C5D47C56D143E...
Mike Ritter
Title: Controller
Date: 8/24/2020 | 10:12 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/24/2020 | 10:15 AM CDT

RFP 062320 - Equipment Rental with Related Services

Vendor Details

Company Name: Altec Industries, Inc.

Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc and JJ Kane Auctioneers

Address: 33 Inverness Center Pkw
Birmingham, AL 35242

Contact: Riley Browne

Email: riley.browne@altec.com

Phone: 205-408-2341

HST#:

Submission Details

Created On: Tuesday May 26, 2020 14:46:36

Submitted On: Tuesday June 23, 2020 12:01:05

Submitted By: Riley Browne

Email: riley.browne@altec.com

Transaction #: a156f635-4be8-497e-a774-df4f21541a1c

Submitter's IP Address: 208.87.238.201

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Global Rental Co Inc	*
2	Proposer Address:	33 Inverness Center Pkwy, Birmingham AL 35242	*
3	Proposer website address:	www.altec.com/global-rental	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Ritter, Controller, 33 Inverness Center Pkwy, Birmingham AL 35242, mike.ritter@altec.com, 205-408-8263	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne, Contract Specialist, 33 Inverness Center Pkwy, Birmingham AL 35242, riley.browne@altec.com, 205-408-2341	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Ritter, Controller, 33 Inverness Center Pkwy, Birmingham AL 35242, mike.ritter@altec.com, 205-408-8263	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Global Rental is a wholly owned subsidiary of Altec Inc. We are a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. We deliver products and services in more than 100 countries throughout the world. Altec Inc. is the holding company for Altec Industries, Global Rental, Altec NUECO, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Puregas.</p> <p>Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Global Rental was formed in 1990 to better serve our customers who needed options for rental of our equipment.</p> <p>Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec.</p> <p>The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order):</p> <ul style="list-style-type: none"> • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork 	*
8	What are your company's expectations in the event of an award?	We hope to further strengthen our relationships with government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and the potential of being recognized as the preferred supplier of hydraulic equipment solutions for Sourcewell and its members.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a financially sound and conservatively managed company. Altec has been in business for 91 years and Global Rental for 30 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Letter" and "Bank Statement Letter" for more information regarding our financial strength and stability. Global is a wholly owned subsidiary of Altec	*
10	What is your US market share for the solutions that you are proposing?	We maintain a market share of approximately 60% for our core products. Non-core products are approximately 20%.	*
11	What is your Canadian market share for the solutions that you are proposing?	approximately 20%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Manufacturer of equipment (Altec) with direct sales force. We do serve as a partner for several specialty product manufacturers to provide a complete offering of desired equipment to the public utility, education, and coop markets.</p> <p>b) The Global Rental and Altec sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. All mobile service and service center employees are also employees of Altec. We are a direct sale / service / manufacturing company and do not maintain a dealer network.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Global Rental and Altec Industries hold all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing).</p> <p>ALTEC Industries, Inc. St. Joseph, MO plant, which manufactures a large number of our products is ISO 9001:2008 certified.</p> <p>Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications.</p> <p>Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program.</p> <p>We are capable of providing certification for crane and digger derrick operators through our Sentry training program.</p> <p>All of our facilities employ the Altec Production System which features the Kanban system of lean manufacturing.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>We have not been Suspended or Debarred during the past ten years</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • 2018 Veteran friendly work place, Birmingham AL • Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Exelon companies. • 2016 and 2017 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. • Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017 • 2015, Altec received a gold LLEAP Award for the AC40-152S dual-rated unit, which has both a crane and an aerial mode of operation. Lift and Access applauded this feature, saying it would greatly increase project efficiency for users. Also of special mention by the panel was the unit's small stowed package which can handle impressive capacities at extreme heights. Each year, Lift and Access recognizes the top innovative products that have advanced the lifting and access industry with the Leadership in Lifting Equipment and Aerial Platforms (LLEAP) Award. Chosen by a panel of judges with strong experience in the fields of lifting equipment, Lift and Access presents a gold and silver award to the top two performers in five different categories. • 2015 Altec received a Team of the Year award from The Legal 500 research firm in the category of Technology. 	*
17	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.	*
18	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Texas Multiple Award Schedule (TXMAS): Over \$1MM Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM Washington State Purchasing Cooperative: Over \$500k State of Ohio: Over \$500k	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, Over \$3MM	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles Department of Water and Power (LADWP)	John Smith	818-771-4127	*
City of Tallahassee (FL)	Eddie Tyer	850-891-5663	*
City of Lexington (NC)	Bill Stockman	336-243-2489	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks.	Transaction sizes range from 1 truck to multiple trucks per PO.	Over \$2MM.	*
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO.	Over \$2MM.	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes.	Transaction sizes range from 1 truck to multiple trucks per PO.	Over \$2MM.	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO.	Over \$2MM.	*
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO.	Over \$2MM.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to commercial and government sales and support within their respective territories. Additionally Altec employs over 25 direct sales associates that focus exclusively on Rental Equipment. Our sales representatives spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcwell members of their benefits and usage. Contracts, such as Sourcwell are offered regularly, to our government customers as a tool to ensure new or existing Sourcwell members can procure the products that they deem necessary for their work.	*
24	Dealer network or other distribution methods.	Global / Altec are a factory direct sales / service company, we do not use dealer or distribution networks.	*

25	Service force.	<p>All employees in our Service Force are employed by Altec Industries.</p> <p>Altec has 50 Service Centers located throughout the United States and Canada equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible.</p> <p>The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers.</p> <p>Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage.</p> <p>Please see included maps of our Service Centers and Mobile Service Technician locations</p>	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>When you rent or purchase from Global / Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve.</p> <p>Altec has a comprehensive Service Organization that can provide both breakdown and preventive maintenance. Shop Service is available at multiple locations and Mobile Service Technicians that can be dispatched right to where you are. We also have emergency breakdown service. All of these are intended to support the operation of your equipment.</p> <p>Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support.</p> <p>Global and Altec Account Mangers in your area are available via their cell phones and email whenever needed.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec proposes to service all Sourcewell Members throughout the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec is eager to provide sales / service support in Canada. We have facilities and dedicated sales / service employees in Canada. Our New Equipment Sourcewell contract 012418-ALT has been adopted by Rural Municipalities of Alberta (RMA). Please see attached file Canada - Sourcewell Price List for Canadian specific offerings	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service all Sourcewell Members.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcewell Members.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec proposes to service participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Global/Altec/Sourcwell marketing plan will include, but not be limited to, the development of printed marketing materials, press releases, advertisements, web-based marketing including our Sourcwell landing page https://www.altec.com/government-sales/municipality-local-government/ , and the attendance of trade shows and promotion of Sourcwell through magnets, flags, and promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcwell promotions corporate-wide. Our intent would be to incorporate the availability of rental equipment and used equipment sales in our overall portfolio that is marketed to Sourcwell members that currently just includes new equipment sales. Please see attached examples of printed promotional material that we distribute to customers.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool.</p> <p>From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases.</p> <p>From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence.</p> <p>We maintain an active social presence through Facebook (over 175,000 likes, over 175,000 follows), and other sites.</p>
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Our experience has been that Sourcwell provides numerous opportunities for promotion of our products via their own web traffic, trade show attendance and printed marketing materials. We hope this level of support will continue with this new RFP for rental equipment. Our Sourcwell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. If a customer is agreeable to Cooperative Purchasing and eligible for Sourcwell, our sales team initiates the conversation.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions.</p> <p>Consumers are currently able to request rental, new/used equipment, and leasing quotes via our website.</p> <p>Altec offers parts and accessory sales via our AltecConnect portal, located on our website.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<ul style="list-style-type: none"> • Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. • Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. • Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. The following Instructor-Led Trainings are Available: <ul style="list-style-type: none"> o Insulating Aerial Device o Non-Insulating Aerial o Tree Care Aerial Device o Bucket Rescue o Digger Derrick o Backyard Digger o Crane o Wood Chipper <p>Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions.</p> <ul style="list-style-type: none"> • Other Altec Training options (additional costs apply): <ul style="list-style-type: none"> o Customized Altec equipment hydraulic maintenance training o International Fluid Power Society (IFPS) Certification training (testing provided by third party) o NCCCO certification programs for operators of mobile cranes and digger derricks
37	Describe any technological advances that your proposed products or services offer.	<p>Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as Fiber Optic Controls, advanced paint systems, and many other as we keep our customers working safer and smarter.</p>

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives:</p> <ul style="list-style-type: none"> • The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. • Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. • Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions, and energy-efficient lighting has replaced traditional lighting in all facilities. • Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide. 	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our Green Fleet product line qualifies for the California Air Resource Board's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP). This program was created to accelerate the adoption of cleaner, more efficient trucks and buses.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>We recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives.</p> <p>Altec Industries, Inc. and its affiliates including Global Rental are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law.</p> <p>Altec is a National Corporate Member of the Women's Business Enterprise National Council.</p> <p>As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Global Rental and Altec offer Sourcwell members the advantage of working with one manufacturer for sales, engineering, key component integration (unit/body/chassis), direct warranty administration, and service solutions for a full line of Public Utility Equipment and related equipment.	

We can provide full equipment lifecycle solutions, including:

- o Altec Capital Services (ACS) - Equipment Financing
- o Global Rental Company - Equipment Rentals
- o Altec Supply - Tool and Accessory Sales
- o Altec Service Group - In-shop and Mobile service and replacement parts support
- o Altec NUECO Used Equipment/Trade-In options
- o JJ Kane Auctioneers - Auctions - (preferred auctioneer of Altec, Inc. and its subsidiaries)

Canadian and World Wide Availability:

- o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing.
- o Altec Worldwide – We deliver products and services to more than 100 companies throughout the world.

Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business. For that reason Global Rental was founded in 1990 to better serve our customers who needed rental solutions.

Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership.

Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently.

Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features.

ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO).

Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain.

Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control.

- o Altec knows that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product.
- o All booms ultrasonically tested and documents maintained.
- o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor.
- o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld.
- o All bearing surfaces to be machined after welding.

	<ul style="list-style-type: none">o All units with electronic circuit boards to be wave solderedo Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. <p>Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics.</p> <p>Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve.</p> <p>Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Basic Operating Videos, Safety Videos, Sales Videos.</p> <p>Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used)</p> <p>Warranty: Most of our products have a limited lifetime structural warranty for the first owner.</p> <p>National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter.</p> <ul style="list-style-type: none">o On-line ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units.o Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, Altec equipment standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on structural components on all Altec equipment except for Boom Truck Cranes which are 5 years. Remaining standard manufacturer warranty is transferred to buyer from Global at time of purchase	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, bulletins, and master rental agreement.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges. Remaining standard manufacturer warranty is transferred to buyer from Global at time of purchase	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate approximately 50 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative. For location information please see attached documents Map with Facilities and Map with Mobile Service Techs, or visit https://www.altec.com/locations/	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.	*
47	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.	*
48	Describe any service contract options for the items included in your proposal.	We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests. Please reference document Price List - Service Items	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 on rentals, Net 10 on truck sales	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers.</p> <p>The benefits of our Municipal Lease option include:</p> <ul style="list-style-type: none"> • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. <p>Altec Capital Services municipal lease financing offers terms from 12 to 84 months. Municipal lessees can take advantage of low-rate financing, while simplifying the equipment acquisition process. If budget funds are not approved, simply return the equipment to Altec Capital Services at the end of the current fiscal year.</p> <p>With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner.</p> <p>Please feel free to visit http://www.alteccapital.com for more information.</p>	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>All purchase orders are processed by Global Rental / Altec, as we are a factory direct company. We prefer a process whereas Sourcwell members issues purchase orders directly to us.</p> <p>Our Sourcwell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcwell. This process is the responsibility of a team at our corporate office with visibility of our worldwide operations.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes we accept P-card for rentals. There is no surcharge for Sourcwell participating entities for using this process. We do not accept P-card for purchases	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Line Item Proposed Contract Pricing plus \$2/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP. See attached file titled Global - Sourcwell Price List.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p>	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Line Item List Price less 3% - 5% Discount = Proposed Contract Price. Proposed Contract Price plus \$2/mile delivery charge (CONUS only). See attached Global - Sourcewell Price List There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount from Contract Price 20+ Units: TBD at Time of Order Note: Units must be identical to qualify for quantity rebate.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ALTEC will utilize and Open Market section for customer to be able to customize equipment as needed. We will present a unique quote for each opportunity for customer review.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.00 / mile for CONUS. Quotes would need to be done for anything outside of the CONUS and will be priced at or below fair market value.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Altec has a team of drivers that work for us. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.00 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can indicate at time of quote and we will be happy to accommodate. Additionally customers are welcome to pickup the equipment at one of our locations.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We currently run quarterly reports for Sourcewell orders and compare the customers on this list with members listed on Sourcewell's website to verify customers are members. Our Technical Sales Representatives that prepare Sourcewell quotes for our customers go through training on the quote process, and our quote template is up to date and posted on our internal company site. Our Account Managers must flag the truck as an Sourcewell quote in our system in order to receive Sourcewell pricing.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We would like to propose a 1% fee payment to Sourcewell on all orders.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A selection of aerial devices with standard service bodies and chip dump bodies mounted on chassis A selection of derrick devices with utility bodies mounted on chassis A selection of boom stick cranes mounted on chassis A selection of knuckle boom cranes mounted on chassis A selection of cable placers, stringers, tensioners, and pullers A selection of Dump Trucks A selection of grapple loaders mounted on chassis A selection of hydro excavation equipment A selection of air excavation equipment A selection of pole, cargo, reel trailers
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Yes, in addition to our core products we are offering: <ul style="list-style-type: none"> Trailer Options Specialty Products Scheduled Maintenance for Altec equipment (PM inspections, DOT inspections, Dielectric Tests, etc).

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided to further clarify your offering, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Construction Equipment (describe heavy, medium or light in Comment field)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dump trucks, boom stick cranes, knuckle boom cranes, also our core products are used for utility infrastructure construction
67	Construction Tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
68	Electrical Tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
69	Heating, Ventilation and Air Conditioning (HVAC) Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

70	Material Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Boom stick cranes, knuckle boom cranes	*
71	Pumps	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
72	Concrete and Masonry Equipment and Tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
73	Public Works and Utility Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	A selection of aerial devices with standard service bodies and chip dump bodies mounted on chassis A selection of derrick devices with utility bodies mounted on chassis A selection of boom stick cranes mounted on chassis A selection of knuckle boom cranes mounted on chassis A selection of cable placers, stringers, tensioners, and pullers A selection of Dump Trucks A selection of grapple loaders mounted on chassis A selection of hydro excavation equipment A selection of air excavation equipment A selection of pole, cargo, reel trailers	*
74	Trucks and Trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	A selection of pole, cargo, reel trailers. Also our models that are mounted on chassis are quoted as "turn key"	*
75	Waste and Debris Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Grapple loaders	*
76	Generators	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
77	Tree, Lawn, and Landscape Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Forestry Aerial Device with chip dump body Grapple loader trucks	*
78	Snow and Ice Removal Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
79	Facility Maintenance and Cleaning Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
80	Safety Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
81	Temporary Shelters and Seating	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
82	Audio Visual Equipment and Public Address Systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
83	Portable Sign Boards, Portable Traffic Signals, Road Barricades and Signs	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
84	Environmental conditions or Emissions Monitoring Equipment, Calibration and Testing Equipment, and Imaging Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
85	Delivery, Installation or Setup, Removal, Repair, Maintenance, Equipment Training Programs, Safety Training Programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Delivery Maintenance (see attached Service Items - Price List) Equipment Training (see attached Training - Price List) Safety Training Programs (see attached Training - Price List)	*

86	Used Rental Equipment Sales	<input checked="" type="radio"/> Yes <input type="radio"/> No	A selection of aerial devices with standard service bodies and chip dump bodies mounted on chassis A selection of derrick devices with utility bodies mounted on chassis A selection of boom stick cranes mounted on chassis A selection of knuckle boom cranes mounted on chassis A selection of cable placers, stringers, tensioners, and pullers A selection of Dump Trucks A selection of grapple loaders mounted on chassis A selection of hydro excavation equipment A selection of air excavation equipment A selection of pole, cargo, reel trailers	*
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Table 15: Industry Specific Questions

Line Item	Question	Response *	
87	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly update on new customers using Sourcewell rental contract. Customers that use our new equipment contract 012418-ALT that we are able to transition fulfill their rental equipment needs with the rental contract. Also number and ratio of formal bids that are being requested to service our Sourcewell eligible customers. Training for 100% of Global Account Managers on benefits and use of contract.	*
88	Identify any additional costs not included in the rental equipment cost, such as delivery fees, loading and unloading fees, equipment fuel surcharges, environmental fees or permits.	Delivery is the only cost not included in pricing, will be priced at \$2 / mile.	*
89	Describe your rent-to-buy option program for new rental equipment, if applicable.	50% rental credit for first 12 cycles, 35% after that, cumulative.	*
90	Describe your used rental equipment sales program, if applicable.	Global is constantly cycling in new inventory and has equipment for sale through our used rental equipment program, please reference file Global - Sourcewell Price List	*

91	Describe any training programs related to this proposal, such as OSHA training, safety training, or other related certifications.	<p>Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge.</p> <p>Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge.</p> <p>Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. The following Instructor-Led Trainings are Available:</p> <ul style="list-style-type: none"> o Insulating Aerial Device o Non-Insulating Aerial o Tree Care Aerial Device o Bucket Rescue o Digger Derrick o Backyard Digger o Crane o Wood Chipper <p>Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions.</p> <p>Other Altec Training options (additional costs apply):</p> <ul style="list-style-type: none"> o Customized Altec equipment hydraulic maintenance training o International Fluid Power Society (IFPS) Certification training (testing provided by third party) o NCCCO certification programs for operators of mobile cranes and digger derricks 	*
92	Describe maintenance responsibility (e.g., vendor or end user) related to long-term rentals.	Customer is responsible for maintaining the Equipment at their expense during the rental term. This includes all routine service and preventative maintenance. Reference document Rental Customer Responsibilities document for complete details.	*
93	Describe procedures for repair or replacement of rental equipment that becomes inoperable during the rental period.	Unit will be returned to one of our 50 service facilities or a Mobile Service Technician will come to the site to repair. Replacement units may be available if necessary, please contact your Global Rental / Altec Account Manager for details. Reference document user responsibility document for complete details.	*
94	Explain the procedures and timelines for providing equipment to a vendor or dealer location that does not have a piece of equipment in inventory.	Delivery will be defined at time of quote, typically we have equipment in inventory available for rapid delivery	*

95	<p>Describe the extent to which your proposal includes a customer owned equipment repair program. If applicable, describe the types of repair procedures, including transportation, on-site repair, labor and parts costs, or warranty offering.</p>	<p>Altec owns and operates over 50 Service Centers located throughout the United States and Canada equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible.</p> <p>The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers</p> <p>Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage.</p> <p>It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.</p> <p>Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).</p>
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Letter.zip - Tuesday June 23, 2020 09:42:09
 - [Marketing Plan/Samples](#) - Marketing.zip - Monday June 22, 2020 11:22:09
 - [WMBE/MBE/SBE or Related Certificates](#) - Statement on Diversity in the Workforce.pdf - Tuesday June 23, 2020 09:54:57
 - [Warranty Information](#) - Warranty.zip - Monday June 22, 2020 11:21:50
 - [Pricing](#) - Pricing.zip - Tuesday June 23, 2020 11:31:49
 - [Additional Document](#) - Additional Documents.zip - Tuesday June 23, 2020 09:50:21

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at:
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Ritter, Controller, Global Rental Company inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Equipment_Rental_RFP_062320 Mon June 15 2020 09:00 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Equipment_Rental_RFP_062320 Tue June 9 2020 03:02 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Equipment_Rental_RFP_062320 Mon June 8 2020 03:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Equipment_Rental_RFP_062320 Wed June 3 2020 04:28 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Equipment_Rental_RFP_062320 Wed June 3 2020 07:49 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Equipment_Rental_RFP_062320 Mon June 1 2020 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Equipment_Rental_RFP_062320 Tue May 12 2020 04:30 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Equipment_Rental_RFP_062320 Tue May 5 2020 02:24 PM	<input checked="" type="checkbox"/>	1

EXHIBIT 4

BID TABULATION SHEET

CITY OF BRADY

(TO BE ATTACHED TO PURCHASE ORDER FORM)

Division: Electric

Account:

20-5-22-901.00

Date: 12/01/2023

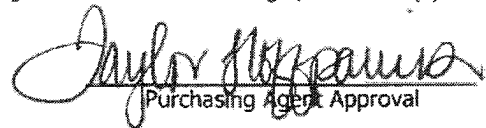
2021 or newer Cab & Chassis with Pressure Digger Unit

LOW BID	VENDOR	CONTACT PERSON	PHONE #	TOTAL PRICE QUOTED
1	Altec Industries	Mike Covington	214-912-6484	\$ 309,665.00
2	Terex	Michael Lenling	940-704-9146	No Response
3				
4				
5				

PLEASE JUSTIFY BELOW IF LOW BID IS NOT SELECTED

I, the undersigned, attest that I received the above quotes for purchase of the item(s) described above and request authorization to purchase said item(s) from the vendor designated as low bid meeting specification(s).


Department Approval


Purchasing Agent Approval

City Council

City of Brady, Texas

Agenda Action Form

AGENDA DATE:	1/23/2024	AGENDA ITEM	7.H.
AGENDA SUBJECT:	Discussion, consideration and possible action approving adoption of EMS Charity Care Policy.		
PREPARED BY:	E. Corbell	Date Submitted:	1/19/2024
EXHIBITS:	EMS Charity Care Policy		
BUDGETARY IMPACT:	Required Expenditure:		\$
	Amount Budgeted:		\$
	Appropriation Required:		\$
CITY MANAGER APPROVAL:			

SUMMARY:
Adoption of this policy will allow the city to pursue funds allocated to reimbursement of emergency care for indigent individuals.

RECOMMENDED ACTION:
Mayor: "Do I have a motion to approve the adoption of the EMS Charity Care policy?"

CHARITY CARE POLICY for AMBULANCE SERVICES

AMBULANCE SERVICES PROVIDER: City of Brady Fire/EMS

APPROVED: [Click or tap to enter a date.](#)

EFFECTIVE DATE:

PURPOSE

The purpose of this policy is to recognize that Brady Fire/EMS may provide ambulance services to patients who may not have the means to pay the ambulance transport fee due to circumstances beyond their control. It is not the intent of this policy to provide charity care to patients who have the ability to pay or patients who have private insurance, Medicare, Medicaid or other third-party coverage.

POLICY

It is the policy of Brady Fire/EMS to provide ambulance services to our community without regard to a patient's and/or guarantor's ability to pay for these services. We maintain a charity care policy for patients who are unable to pay for all or part of their care for various reasons.

Charity care is not available for patients who are able to pay for their care. For those patients who are able to pay for their care, Brady Fire/EMS shall require payment but may offer special arrangements, including payment plans, with approval of **City of Brady Finance Director**. Payment plan inquiries shall be directed to City of Brady, 201 E Main Brady, TX 76825.

GUIDELINES

These guidelines are provided to the contractor(s) currently performing ambulance billing and collections and revenue maximization consulting services for Brady Fire/EMS. The contractor(s) may rely on these guidelines and provide hardship assistance without further approval from Brady Fire/EMS. However, Brady Fire/EMS reserves the right to review any of the accounts that were deemed eligible for charity care in order to ascertain if the contractor is acting in conformity with the guidelines. Brady Fire/EMS further reserves the right to modify this policy at any time.

Full charity care reduction (100% write-off of ambulance service charges to charity care) shall be granted to patients earning less than or equal to 400% of the Federal Poverty Level (FPL), as published annually by the Department of Health and Human Services. Brady Fire/EMS and/or its contractor(s) shall rely on financial data provided by the patient and may also utilize data from credit bureaus and other sources to determine if the patient is eligible for charity care. Once it is determined that the patient is eligible for charity care, Brady Fire/EMS or its contractor(s) shall make no further attempts to collect payment from the patient.

Center Center Meals Served
Director Rosie Aguirre
Monthly Report October 2023-September 2024

SERVICES	FISCAL YEAR 20232-2024												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	20	19	20	21	19	22	21	20	22	22	21	21	248
Average Daily Meals													
Meals @ Sunset Center	711	683	603										
Home Delivered Meals	911	746	723										
Total Meals	1,622	1,429	1,326	-	-	-	-	-	-	-	-	-	-
Closed Oct. 12-Columbus Day				Closed Good Friday									
Closed Nov. 26 & 27 for Thanksgiving, Nov. 11 Veteran's Day				Closed Memorial Day				Closed (Labor Day)					
Closed for Christmas				Closed July 4th									
Closed Jan. 1st - New Years Day													
Closed Feb.													

SERVICES	FISCAL YEAR 2022-2023												
	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APR	MAY	JUNE	JULY	AUG.	SEPT.	To Date Total
Days Meals Served	20	19	20	21	19	22	21	20	22	22	21	21	248
Average Daily Meals													
Meals @ Sunset Center	454	429	456	461	433	550	503	617	625	570	824	639	6,561
Home Delivered Meals	669	697	692	679	660	989	853	984	925	850	1,026	894	9,918
Total Meals	1,123	1,126	1,148	1,140	1,093	1,539	1,356	1,601	1,550	1,420	1,850	1,533	16,479
Closed Oct. 14-Columbus Day			Closed Good Friday										
Closed Nov. 28 & 29 for Thanksgiving, Nov. 11 Veteran's Day			Closed Memorial Day					Closed (Labor Day)					
Closed for Christmas			Closed July 4th										
Closed Jan. 1st - New Years Day													
Closed Feb.													

Monthly Report
FY 2024

Item	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL
Rounds	141	114	82										
Green Fees	\$ 2,068.00	\$ 1,661.00	\$ 1,202.00										
Membership Rounds	331	299	297										
Student Rounds	7	8	10										
Total Rounds	479	421	389										
Trail Fee													
Trail Fee Revenues													
Cart Rentals	101	65	54										
Cart Revenue	\$ 1,693.74	\$ 1,219.49	\$ 1,016.20										
Cart Shed Rental													
Vending Revenue	\$ 725.94	\$ 761.82	\$ 366.65										
Memberships	99	37	41										
Membership Fees	\$ 20,690.00	\$ 4,800.00	\$ 2,920.00										
Driving Range	31	17	21										
Range Revenue	\$ 112.40	\$ 60.00	\$ 69.15										
Misc.													
Total Revenue	\$ 25,290.08	\$ 8,502.31	\$ 5,574.00										

None of the above figures includes sales tax

Item	FY 2023
Rounds	
Green Fees	
Membership Rounds	
Student Rounds	
Total Rounds	
Trail Fee	
Trail Fee Revenues	
Cart Rentals	
Cart Revenue	
Cart Shed Rental	
Vending Revenue	
Memberships	
Membership Fees	
Driving Range	
Range Revenue	
Misc.	
Total Revenue	\$ -

GOLF COURSE - 05

Date	Cash Gross Sales	Cash Taxable Sales	Credit Gross Sales	Credit Taxable Sales
12/1/2023	\$69.24	\$24.99	\$44.68	\$19.68
12/2/2023	\$99.12	\$61.62	\$169.91	\$83.16
12/3/2023	\$58.87	\$26.62	\$60.72	\$19.22
12/4/2023	\$0.00	\$0.00	\$0.00	\$0.00
12/5/2023	\$5.54	\$5.54	\$2.54	\$2.54
12/6/2023	\$5.07	\$5.07	\$97.46	\$57.46
12/7/2023	\$15.54	\$2.54	\$12.52	\$12.52
12/8/2023	\$0.00	\$0.00	\$18.06	\$18.06
12/9/2023	\$0.00	\$0.00	\$65.03	\$25.03
12/10/2023	\$0.00	\$0.00	\$0.00	\$0.00
12/11/2023	\$0.00	\$0.00	\$0.00	\$0.00
12/12/2023	\$0.92	\$0.92	\$70.10	\$40.10
12/13/2023	\$0.00	\$0.00	\$0.00	\$0.00
12/14/2023	\$0.00	\$0.00	\$22.52	\$12.52
12/15/2023	\$0.00	\$0.00	\$0.00	\$0.00
12/16/2023	\$7.16	\$7.16	\$4.04	\$2.54
12/17/2023	\$11.66	\$4.16	\$173.09	\$66.34
12/18/2023	\$0.00	\$0.00	\$0.00	\$0.00
12/19/2023	\$2.77	\$2.77	\$0.00	\$0.00
12/20/2023	\$50.28	\$28.03	\$0.00	\$0.00
12/21/2023	\$0.00	\$0.00	\$0.00	\$0.00
12/22/2023	\$11.17	\$8.92	\$43.91	\$30.91
12/23/2023	\$54.83	\$14.83	\$45.03	\$25.03
12/24/2023	\$78.83	\$36.83	\$79.31	\$27.31
12/25/2023	\$0.00	\$0.00	\$0.00	\$0.00
12/26/2023	\$157.25	\$79.25	\$250.64	\$150.64
12/27/2023	\$0.00	\$0.00	\$0.00	\$0.00
12/28/2023	\$37.83	\$14.83	\$0.00	\$0.00
12/29/2023	\$48.99	\$18.99	\$88.04	\$25.04
12/30/2023	\$66.65	\$26.65	\$90.11	\$30.11
12/31/2023	\$25.41	\$19.91	\$405.30	\$222.05
Total	\$807.13	\$389.63	\$1,743.01	\$870.26

Manager Signature

Total Gross Sales: \$2,550.14

[illegible]

2023 RUNS

[illegible]

CALLS 2023-2024	OCT	NOV	DEC	JAN	FEB	MAR	APR
RUNS	79	70	102				
INSURANCE	33	29	54				
ALS	33	35	59				
BLS	28	26	45				
ALS FALL	1	5	8				
BLS FALL	3	5	13				
TRAUMA	20	12	28				
TRAUMA DEATH	0	0	1				
D.O.A.	0	1	1				
M.V.A. CITY	3	2	3				
M.V.A. COUNTY	3	3	10				
FIRE CITY	2	3	3				
FIRE COUNTY	2	1	2				
HELICOPTER	1	1	4				
HELICOPTER REFUSAL	0	0	0				
COUNTY CALLS	8	14	18				
CANCEL	2	2	0				
TRANSFER	0	0	0				
REFUSAL	26	22	33				
GAS LEAK	0	0	0				
MEDICAL ALARM	1	3	0				
FIRE ALARM	0	0	1				
LIFT ASSIST	0	0	0				
OVER 20 MINUTES	9	10	19				
OTHER	1	1	0				
B.V.F.D. CITY	1	0	3				
B.V.F.D. COUNTY	6	3	11				

THROUGH: Erin Corbel, CITY MANAGER

FISCAL YEAR 2023-2024[illegible]

Invoice Register - Airport																					
INVOICE	DATE	Fisrt Name	Last Name	TYPE	611.00 Rental	6.11.01 T Hangar	611.02 Hangar	815.00 REM	640.1 Tie Down	645.00 Misc	614.00 Taxable Sales	2111.53 Sales Tax	646.00 AvGas	646.01 Jet- A	647.00 Military	FET REM	TOTAL SALE	Price Per Gallon	AvGas Gallons	Jet-A Gallons	Military Jet Gallons
316728	12/1/2023		Ranchito Benito	CH									\$3,211.10	\$0.00	\$0.00	\$0.00	\$3,211.10	5.490000	584.9		
316729	12/6/2023	Dale	Scott	CH		\$100.00							\$70.43	\$0.00	\$0.00	\$0.00	\$170.43	5.590000	12.6		
316730	12/6/2023	Stan	Amyett	CH	\$100.00	\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$200.00				
316731	12/6/2023	Rick	Morgan	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
316732	12/6/2023	Trennen	Merren	CH		\$200.00							\$0.00	\$0.00	\$0.00	\$0.00	\$200.00				
316733	12/6/2023	Tom	Bowles	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
316734	12/6/2023		Day Aircraft	CH	\$700.00								\$0.00	\$0.00	\$0.00	\$0.00	\$700.00				
316735	12/6/2023	Jeff	Smaistrila	CH	\$30.00								\$0.00	\$0.00	\$0.00	\$0.00	\$30.00				
316736	12/6/2023	Hector	Raudry	CH					50				\$0.00	\$0.00	\$0.00	\$0.00	\$50.00				
316737	12/6/2023	Clay	Powell	CH	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
316738	12/6/2023	Billei	Roddie	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
316739	12/6/2023	Richard	Jolliff	CH		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
316740	12/6/2023	Slade	Townsend	CH	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
316741	12/6/2023	Mike	Roy	CH		\$100.00							\$156.52	\$0.00	\$0.00	\$0.00	\$256.52	5.590000	28		
1281	11/30/2023		World Fuel	Contract									\$0.00	\$1,345.23	\$0.00	\$0.00	\$1,345.23	4.257050		316	
1282	12/1/2023	Tom	Bowles	CC									\$387.95	\$0.00	\$0.00	\$0.00	\$387.95	5.590000	69.4		
1283	12/1/2023	David	Morton	CC							\$ 19.00	\$ 1.57	\$67.64	\$0.00	\$0.00	\$0.00	\$88.21	5.590000	12.1		
1284	V												\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
1285	12/1/2023			CC									\$153.17	\$0.00	\$0.00	\$0.00	\$153.17	5.590000	27.4		
1286	12/1/2023	James	McKeever	CC									\$213.54	\$0.00	\$0.00	\$0.00	\$213.54	5.590000	38.2		
1287	12/1/2023	Mel	Clark	CC									\$122.42	\$0.00	\$0.00	\$0.00	\$122.42	5.590000	21.9		
1288	12/1/2023	Clint	Rejsek	CC									\$148.14	\$0.00	\$0.00	\$0.00	\$148.14	5.590000	26.5		
1289	12/1/2023	Richard	Jolliff	CC									\$179.44	\$0.00	\$0.00	\$0.00	#VALUE!	5.590000	32.1		
1290	12/3/2023			CC									\$0.00	\$1,529.50	\$0.00	\$0.00	\$1,529.50	5.750000		266	
1291	12/5/2023			CC									\$27.95	\$0.00	\$0.00	\$0.00	\$27.95	5.590000	5		
1292	12/5/2023	Dallas	Meldrum	CC	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
1293	12/5/2023	Clint	Rejsek	CC		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
1294	12/5/2023	David	Morton	CC	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
1295	12/5/2023	Brant	Glenn	CC		\$100.00							\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
1296	12/5/2023	David	Morton	CC									\$77.70	\$0.00	\$0.00	\$0.00	\$77.70	5.590000	13.9		
1297	12/6/2023	Mel	Clark	CC									\$114.60	\$0.00	\$0.00	\$0.00	\$114.60	5.590000	20.5		
1298	12/8/2023			CC									\$146.46	\$0.00	\$0.00	\$0.00	\$146.46	5.590000	26.2		
1299	12/8/2023			CC									\$0.00	\$1,150.00	\$0.00	\$0.00	\$1,150.00	5.750000		200	
1300	12/8/2023			CC	\$100.00								\$0.00	\$0.00	\$0.00	\$0.00	\$100.00				
1301	12/11/2023			CC									\$227.51	\$0.00	\$0.00	\$0.00	\$227.51	5.590000	40.7		
1302	12/11/2023			CC									\$256.58	\$0.00	\$0.00	\$0.00	\$256.58	5.590000	45.9		
1303	12/11/2023	Al	Lavenue	CC	\$1,020.00								\$0.00	\$0.00	\$0.00	\$0.00	\$1,020.00				
1304	12/12/2023	Clint	Rejsek	CC									\$167.70	\$0.00	\$0.00	\$0.00	\$167.70	5.590000	30		
1305	12/13/2023			CC						\$ 75.00			\$0.00	\$0.00	\$0.00	\$0.00	\$75.00				
1306	12/14/2023	Scott	Yoachum	CC									\$0.00	\$943.00	\$0.00	\$0.00	\$943.00	5.750000		164	
1307	12/14/2023	Robert	Muir	CC	\$215.00								\$0.00	\$1,535.25	\$0.00	\$0.00	\$1,750.25	5.750000		267	
1308	12/18/2023			CC									\$0.00	\$287.50	\$0.00	\$0.00	\$287.50	5.750000		50	
1309	12/19/2023			CC									\$117.39	\$0.00	\$0.00	\$0.00	\$117.39	5.590000	21		
1310	12/19/2023	David	Morton	CC									\$76.58	\$0.00	\$0.00	\$0.00	\$76.58	5.590000	13.7		
1311	12/19/2023			CC									\$181.12	\$0.00	\$0.00	\$0.00	\$181.12	5.590000	32.4		

[illegible]

OPS Report - Airport

INVOICE	DATE	SE	ME	Turbine	Jet	HELO
316728	12/1/2023					4
316729	12/6/2023	2				
316730	12/6/2023	4				
316731	12/6/2023	2				
316732	12/6/2023	2				
316733	12/6/2023	2				
316734	12/6/2023					
316735	12/6/2023					
316736	12/6/2023	2				
316737	12/6/2023	2				
316738	12/6/2023	2				
316739	12/6/2023	2				
316740	12/6/2023	2				
316741	12/6/2023	2				
1281	11/30/2023			4		
1282	12/1/2023	2				
1283	12/1/2023	2				
1285	12/1/2023	2				
1286	12/1/2023	2				
1287	12/1/2023	2				
1288	12/1/2023	2				
1289	12/1/2023	2				
1290	12/3/2023			4		
1292	12/5/2023	2				
1293	12/5/2023	2				
1294	12/5/2023	2				
1295	12/5/2023	2				
1296	12/5/2023	2				
1297	12/6/2023	2				
1298	12/8/2023	2				
1299	12/8/2023				4	
1300	12/8/2023	2				
1301	12/11/2023	2				
1302	12/11/2023		2			
1303	12/11/2023	2				
1304	12/12/2023	2				
1305	12/13/2023				4	
1306	12/14/2023				4	
1307	12/14/2023			4		

1308	12/18/2023				4	
1309	12/19/2023					4
1310	12/19/2023	2				
1311	12/19/2023	2				
1312	12/21/2023			4		
1313	12/21/2023	2				
1314	12/22/2023	2				
1315	12/22/2023	2				
1316	12/22/2023	2				
1317	12/26/2023	2				
1318	12/27/2024	2				
1319	12/27/2023	2				
1320	12/27/2023				4	
1321	12/28/2023	2				
1322	12/28/2023					4
1323	12/28/2023	2				
1324	12/29/2023	2				
1325	12/29/2023	2				
1326	12/29/2023	2				
1328	12/29/2023	2				
Total Ops		90	2	16	20	12

SR

[illegible]

Violations

Violation	FY19	FY20	FY21	FY22	FY23	FY24
Background Info Cases	0	0	0	0	0	
Building Code Violations	1	0	0	2	3	
Dangerous Premises	1	3	1	11	17	
Depositing, Dumping, Burning	0	4	0	9	1	
Home Occupation Violation	0	0	0	0	0	
Junk and Unsightly Matter	106	65	101	60	37	
Junked Vehicle, Nuiance	85	49	66	52	15	
Minimum Housing Standards	10	0	0	6	19	
Noise Prohibited, Animals	7	5	0	2	2	
Non-Residential Open Storage	0	0	0	0	0	
Obstruction of Drainageway	0	0	0	0	0	
Permit Required	2	0	0	2	3	
Pool Enclosure	0	0	0	0	0	
Posting Signs on Poles	0	0	0	0	0	
Posting Signs on Public Property	0	0	0	0	0	
Acc. Bldg. prohibited in front yd	0	0	0	0	0	
Refrigerators and Air Tight Containers	0	0	0	3	0	
Residential Open Storage	3	2	1	1	0	
Residential Setbacks	0	0	0	0	0	
Residential RVs - No Residence	1	3	0	5	3	
Sight Visibility	0	1	0	0	0	
Unsanitary Conditions	0	3	2	30	14	
Weeds and Vegetation	68	28	43	35	40	
Abandon Vehicle				2	0	
Parking in Alley				2	0	
Parking of Large Trucks, Trailers...				2	1	
Parking 72 hrs Prohibited				9	1	
Garbage, Tires				15	0	
Cover Securely				1	0	
Meter Tampering/damage fees				2	7	
Utilities Disc. for Plumbing violations				1	1	
Keeping Roosters prohibited					6	
RVs and Travel Trailers No Allowed					2	
Keeping Animals in Front Yard					1	
Zoning Ord. Use Regs Violations	0	0	0	1	0	
Monthly Totals	284	163	221	253	173	

[illegible]

Cases

Open Cases at the start of month	611	425	636	476	348	
Complaints	11	2	1	18	30	
Pro-Active - Self Initiated	168	111	151	131	43	
Total New Cases	179	113	151	148	73	
Inspections Preformed				236	421	
Closed Cases	238	57	133	173	74	
Citations	1	7	4	12	20	
Open Cases at the end of month	552	564	621	451	347	

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Utility Inspections	201	187	208	221	817	
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[illegible]

Municipal Court Monthly Report
DECEMBER 2023

Criminal Section	Traffic			Traffic Non-Traffic		
	Non-Parking	Traffic Parking	City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance
1. Total Cases Pending First of the Month:	3,177	1	0	1,376	9	97
a. Active Cases	1,764	1	0	966	6	80
b. Inactive Cases	1,413	0	0	410	3	17
2. New Cases Filed	139	0	0	11	0	0
3. Cases Reactivated	23	0	0	3	0	0
4. All other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	1,926	1	0	980	6	80
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions	57	0	0	10	0	1
b. Dismissed by Prosecuton	0	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions:						
1) Guilty Plea or Nolo Contendere	3	0	0	1	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course	2					
b. After Deferred Disposition	1	0	0	0	0	0
c. After Teen Court	0	0	0	0	0	0
d. After Tobacco Awareness Course					0	
e. After Treatment for Chemical Dependency				0	0	
f. After Proof of Financial Responsibility	0					
g. All other Transportation Code Dismissals	4	0	0	0	0	0
9. All other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	67	0	0	11	0	0
11. Cases Placed on Inactive Status	51	0	0	4	0	0
12. Total Cases Pending End of Month:	3,249	1	0	1,376	9	96
a. Active Cases	1,808	1	0	965	6	79
b. Inactive Cases	1,441	0	0	411	3	17
13. Show Cause Hearings Held	0	0	0	0	0	0
14. Cases Appealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

Additional Activity	Total
Cases in Which a Fine and Court Costs Satisfied by Community Service	
a. Partial Satisfaction	12
b. Full Satisfaction	0
Cases in Which Fine and Court Costs Satisfied by Jail Credit	4
Cases in Which Fine and Court Costs Waived for Indigency	0
Amount of Fines and Court Costs Waived for Indigency	\$0.00
18. Fines, Court Costs and Other Amounts Collected:	
a. Kept By City	\$10,833.20
b. Remitted to State	\$6,631.22
c. Total	\$17,464.42
Arrest Warrants Issued	65

Civil Section	Total Cases
1. Total Cases Pending First of Month	328
a. Active Cases	284
b. Inactive Cases	44
2. New Cases Filed	0
3. Cases Reactivated	0
4. All other Cases Added	0
5. Total Cases On Docket	284
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial/Hearing by Judge/Officer	0
10. Trial By Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed	4
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	328
a. Active Cases	284
b. Inactive Cases	44
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

Juvenile/ Minor Activity	Total
1. Transportation Code Cases Filed	2
2. Non-driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Truancy Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Curfew	0
9. All other Non-Traffic Fine- Only Cases Filed	0
10. Transfer to Juvenile Court:	
a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court	0
12. Held in Contempt by Criminal Court	0
13. Juvenile Statement Magistrate Warning:	
a. Warnings Administered	0
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issues	0
16. Parents Contributing to Nonattendance Cases Filed	0

Presiding Judge: Justin Tyler Owens
Prepared by Court Clerk Valerie Gonzalez
Official Report Submitted to The Office of Court Administration 01-07-2024