



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Monday, March 18, 2024, at 6:00 pm**

WORK SESSION

1. **Call to Order and Determination of Quorum**
2. **Receive a report and hold a discussion regarding revisions to the Personnel Policy and Procedure Manual.**
3. **Adjournment**

REGULAR SESSION

1. **Call to Order and Determination of Quorum**
2. **Pledge to the Flags.**
 - A. **United States of America**
 - B. **Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.**
3. **Announcements & Special Recognitions:** The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
4. **City Administrator's Report:** The City Administrator's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.
5. **Public Comment:** The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens with the opportunity to speak, there is a three-minute limit on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.
6. **Consent Agenda:** All matters as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. An item can be removed from the consent agenda by the City Administrator, Mayor, or any member of the City Council and will be considered after approval of the consent agenda.

A. Approve the City Council Meeting minutes for March 4, 2024.

7. New Business: All matters listed in New Business will be discussed and considered separately.

A. Receive, consider, and act on a Resolution amending the Professional Services Agreement with Westwood Professional Services Inc., for engineering services as the City's contract engineer.

B. Receive, consider, and act on a Resolution approving a Professional Services Agreement with Westwood Professional Services Inc., for engineering services for an alignment study for a connection point with the City of Justin and providing a water model for sizing of infrastructure for this connection.

C. Receive, consider, and act on a Memorandum of Understanding between the Cities of Aurora, Boyd, New Fairview, and Rhome, and Wise County, resulting from the Joint Resolution where each party agreed to contribute ten thousand dollars to cover expenses associated with seeking regional water and wastewater solutions.

D. Receive, consider and act on appointing members to the Planning and Zoning Commission.

E. Receive, consider, and act on appointing members to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.

8. Executive Session: Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.

A. § 551.071(2): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding:

- 1. Employment Agreement for John Cabrales, Jr.**
- 2. Possible property acquisition that is east of South County Line, West of FM 407 and North of Dove Hollow Lane.**

B. §551.074: (a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

- 1. Employment Agreement for John Cabrales, Jr.**

C. Section 551.072: to deliberate the purchase, exchange, lease, or value of real property.


1. Possible property acquisition that is east of South County Line, West of FM 407 and North of Dove Hollow Lane.

9. Return to Open Session: Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.

10. Mayor & Council Member Announcements: The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

11. Adjournment

I, the undersigned authority, do hereby certify the above notice of the meeting of the City Council of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and on its website, said notice being posted this 15th day of March, 2024 at 5:00 PM at least 72 hours preceding the meeting time.


Susan Greenwood, Assistant City Secretary



SEAL:

This facility is wheelchair accessible; parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at City Hall 817-638-5366 or fax 817-638-5369 or by email at citysecretary@newfairview.org for further information.



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

March 18, 2024

Employee Policy and Procedure Manual

DESCRIPTION:

Receive a report and hold a discussion regarding revisions to the Personnel Policy and Procedure Manual.

BACKGROUND INFORMATION:

On June 1, 2020, the City Council adopted the current Personnel Policy and Procedure Manual (Resolution 2020-15-105). Many changes in state and federal law have occurred since this policy was adopted. Also, our current policy does not address certain issues that are common in municipal operations, so staff have undertaken some revisions to the policy.

The purpose of a Personnel Policy and Procedure Manual is to provide managers, supervisors, and employees with a written source of information about the policies, procedures, and administrative directives of the City of New Fairview. The policy manual allows for good and uniform practices and administration in the management of the City's employees. It promotes high morale by the consistent administration of policies and procedures through consideration of the rights and interests of all employees.

To ensure that policies and procedures are kept current, periodic updates of the policy manual. Staff have been reviewing other cities personnel policies for comparison to our existing policy manual. Staff has also kept the organization's Core Values (Integrity, Service, Trust, Transparency, Respectful, Accountable, and fiscally responsible) in mind while considering revisions to the policy manual. Staff are still working with the City Attorney on the recommended revisions of this document, but we are ready to discuss the highlighted sections of the attached reline document. Any text in red with a strike through line indicates current wording that is being removed. Any text in blue is wording that is being added to the policy manual, and in the comments section you will find the reference to the source of the wording.

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Employee Policy and Procedure Manual (June 2020)
2. Employee Policy and Procedure Manual (Redline)

CITY OF NEW FAIRVIEW
RESOLUTION NO. 22-15-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS APPROVING THE 2018/2019 PERSONNEL POLICY AND PROCEDURE MANUAL FOR THE ADMINISTRATION OF EMPLOYEES OF THE CITY AND FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BYLAW

WHEREAS, the City of New Fairview, Texas administers an existing personnel and procedure manual providing for a guide in the provision of compensation, benefits, discipline and attendance, among other things; and

WHEREAS, periodic review and amendment of such policies is good personnel administration practice that assist in providing sound management of human resources in service to the City; and

WHEREAS, the review and amendatory process has been completed by the City's administrative staff and the City Council wishes to amend the manual as personnel management policy of the City, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS:

SECTION 1: That the Personnel Policy and Procedure Manual, as presented to the City Council and dated September 25, 2017 be, and is hereby, adopted as the manual for the administration of human resources of the City, such manual replacing, in its entirety, all other such manuals and policies heretofore adopted by the City.

SECTION 2: That it is hereby found and determined that the meeting at which this Resolution is adopted to be open to the public as required by law

Introduced, read and passed by the affirmation vote of the City Council of the City of New Fairview on this ____ day of _____, 2020

Joe Max Wilson, Mayor
City of New Fairview

Attest:

Monica Rodrigues, City Secretary

Employee Personnel Policy



New Fairview

TEXAS

GUIDE TO PERSONNEL RULES & REGULATIONS

ADOPTED _____

RESOLUTION NUMBER _____

CITY OF NEW FAIRVIEW

999 ILLINOIS LN

NEW FAIRVIEW TX

76258 76078

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SECTION 1: GENERAL EMPLOYMENT POLICIES

INTRODUCTORY STATEMENT

The purpose of this document is to communicate to employees the general policies and procedures of the city for employees. The intent of the policies and procedures are to bring to the City of New Fairview a high degree of understanding, cooperation, efficiency, and unity, which comes through a systematic application of established procedures in personnel administration, and to provide a uniform policy for all employees, with all the benefits such a program ensures. This policy applies to all City employees.

BASIC OBJECTIVES OF EMPLOYEE POLICIES

The purpose of these policies is to provide a uniform set of rules governing City employee relations. The fundamental principles of good personnel administration sought to be achieved by these policies include:

- A. to promote and increase effectiveness, efficiency and economy in the service of the City.
- B. to provide fair and equal opportunity to all qualified applicants to enter City employment on the basis of demonstrated qualifications, as well as merit and fitness as ascertained through fair and practical methods of application, recruitment, selection, and promotion.
- C. to develop a program of recruitment, advancement and tenure that will make employment with the city attractive as a career and encourage each employee to render his/her best to strive for excellence in service to the City.
- D. Establishment and maintenance of a uniform plan of evaluation and remuneration based upon market trends for duties and responsibilities in the service of the City.

- E. to establish and promote high morale among employees by providing a pleasant working environment, uniform personnel policies, opportunity for advancement, and consideration of employee welfare.

All employees and especially new employees of the City of New Fairview should read, understand and follow all provisions of this handbook. This handbook describes employee responsibilities and outlines the programs developed by the City of New Fairview to benefit employees.

No employee handbook can anticipate every circumstance or question about policy. As the City of New Fairview continues to grow the need may arise, and the City reserves the right to revise, supplement or rescind any policies or portion(s) of this handbook, as it may, from time to time, deem appropriate. The provisions of this policy and procedure may be amended or canceled at any time at the City of New Fairview's sole discretion. Employees will be notified of such changes to the handbook as they occur.

NATURE OF EMPLOYMENT

Employment with the City of New Fairview is voluntarily entered into and the employee is free to resign at will at any time, with or without reason. Similarly, the City of New Fairview is an "at will" employer and may terminate the employment relationship at will at any time, with or without notice or cause.

The policies set forth in this handbook do not create a contract, nor are they to be construed as contractual obligations of any kind or a contract of employment between the City of New Fairview and any of its employees. The provisions of the handbook have been developed at the discretion of management and serve as general guidelines and, except for its policy of "at will" employment, the policies and provisions may be amended or canceled based upon the needs of the city and the direction management may set.

Except as provided in these policies, these provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the City Administrator or designee of the City of New Fairview.

The City may at its discretion enter into a contract with employees to outline some terms and conditions of employment unique to that position. No contract or contract provision with an employee shall be construed to mean that the city has changed or amended its policy of "at will employment." No contract or contract provision with an employee shall be construed to mean that the city has changed or amended its policy of allowing an employee to resign at will at any time, with or without reason

FEDERAL AND STATE LAWS

The City of New Fairview will generally follow federal and state laws regarding employment and employment practices. Some laws and regulations are identified in these policies for emphasis, but others will also be applicable as provided for by law.

EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at The City of New Fairview will be based on merit, qualifications and abilities. The City of New Fairview will not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, age, disability or any other characteristic protected by law.

The City of New Fairview will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship on the City. This policy governs all aspects of employment, including, but not limited to, selection, job assignment, compensation, discipline, termination and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, The City of New Fairview has established a grievance procedure to make sure that all the requirements of the Americans with Disabilities Act of 1990 ("ADA") are followed.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the City Administrator. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

NEPOTISM

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of personnel currently employed by the City of New Fairview may be hired only if they will not be working directly for or supervising a relative or will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher or lower in the organization, who has the authority to review employment decisions and or to direct, supervise and manage city programs and services. The City of New Fairview employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, the department director will decide.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Under this policy, no person related within the second degree of affinity (marriage) or with the third degree of consanguinity (blood) to the Mayor, any member of the City Council, the City Administrator or City Secretary shall be appointed to any office, position or other services of the City, but this prohibition shall not apply to officers or employees who have been employed by the City continuously for more than six months prior to the election or appointment of such official.

Under this policy, a director, supervisor or manager shall not approve the appointment to any department, division or work group, any person who is related with second degree by affinity or consanguinity to that director, supervisor or manager.

NEPOTISM CHARTS

Consanguinity Kinship (Blood)

1 st Degree	2 nd Degree	3 rd Degree
Father	Grandfather	Great Grandfather
Mother	Grandmother	Great Grandmother
Brother	Uncle	Great Uncle
Sister	Aunt	Great Aunt
Son	Nephew	Great Nephew
Daughter	Niece	Great Niece
	Grandchild	Great Grandchild
	1 st Cousin	2 nd Cousin

Affinity Kinship (Marriage)

1 st Degree	2 nd Degree
Spouse's Father	Spouse's Grandfather
Spouse's Mother	Spouse's Grandmother
Spouse's Brother	Spouse's Uncle
Spouse's Sister	Spouse's Aunt
Spouse's Son	Spouse's Nephew
Spouse's Daughter	Spouse's Niece
	Spouse's Grandchild
	Spouse's Cousin

IMMIGRATION LAW COMPLIANCE

Each employee of the City of New Fairview shall be either a citizen of the United States or a legally documented alien with an approved work visa or permit.

Applicants for employment will be required to complete an I-9 Form or other form as required or allowed and provide proof of United States citizenship or legal eligibility to work in the United States as required by the Immigration Reform and Control Act of 1986.

Applicants, including former employees, who cannot demonstrate United States citizenship or status as a legal alien with approval to work in the United States will not be considered for employment.

Employees who lose their status as a United States citizen or whose visa or work permit expires will be terminated.

CONFLICTS OF INTEREST

~~At the time of employment, or as soon as it becomes evident, employees and officials are required to identify conflicts of interest. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the City of New Fairview wishes the business to operate. The purpose of these guidelines is to provide general direction so employees may seek further clarification on issues related to the subject of acceptable standards of operation. Contact the City Administrator or City Secretary for more information or questions about conflicts of interest.~~

No employee shall have a financial interest, direct or indirect in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services except in performance of duties as employee. Willful violation of this section will result in the dismissal of the employee from the service of the City.

Employees may not:

- Solicit or accept or agree to accept a financial benefit, other than from the City, which might reasonably tend to influence their performance of duties for the City or that they know or should know is offered with intent to influence the employee's performance.
- Accept employment or compensation that might reasonably induce them to disclose confidential information acquired in the performance of official duties.
- Accept outside employment or compensation that might reasonably tend to impair independence of judgment in the performance of duties for the City.
- Make any personal investment that might reasonably be expected to create a substantial

conflict between the employee's private interest and duties for the City.

- Solicit or accept or agree to accept a financial benefit from another person in exchange for having performed duties as a City employee in favor of that person.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City of New Fairview's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage as outlined in the Nepotism policy.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts or leases, it is imperative that they disclose to the City Secretary of the City of New Fairview as soon as possible the existence of any actual or potential conflicts of interest so that safeguards can be established to protect all parties. ~~Failure to do so may be grounds for termination.~~

Personal gain that is not acceptable may result not only in cases where an employee or relative has significant ownership in a firm with which the City of ~~Pilot Point~~ New Fairview does business, but also when an employee or relative receives any kickback, bribe, substantial gift or special consideration as a result of any transaction or business dealings involving the City of New Fairview.

RESPECTFUL WORK ENVIRONMENT

The City of New Fairview is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the City Administrator, or in his or her absence, the City Secretary. Employees may raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible sexual, racial or other unlawful harassment should promptly advise the City Administrator or City Secretary or any member of management who will handle the matter in a timely and confidential manner. If the city receives a complaint, the City Administrator ~~or City Secretary will~~ may begin an investigation in the matter, at the conclusion of the investigation, the results will be available to the complainant. ~~In addition to the above, you may file a formal complaint with the following agency.~~

~~EEOC - Dallas District 207~~
~~South Houston Street Dallas, Texas 75202~~
~~800-669-4000~~

Anyone engaging in sexual or other unlawful harassment may be subject to immediate administrative or disciplinary action including termination of employment.

SECTION 2: EMPLOYMENT POLICIES

EMPLOYMENT APPLICATIONS

The City of New Fairview relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentation, falsification, or material omission in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EMPLOYEE SELECTION:

New employees will be selected on the basis of their job-related qualifications for the position, including their work experience, education, and physical condition as it relates to the essential functions of the job, references, criminal background checks, and in the case of those who will be driving City vehicles or driving their own vehicles on City business, safe driving records [and drug test for applicants that have been extended a bona-fide job offer.](#)

HIRING THE NEW EMPLOYEE: RECRUITMENT

The City of New Fairview has several methods of recruiting and selecting persons to fill vacant positions:

- Promotion or transfer from within.
- Public Announcement (including media announcement and posting of notice for City Employees) and competitive consideration of applications for employment.

The City Administrator in consultation with the Department Director determines the method of selection to be used in filling each vacancy.

It is the City's policy to promote qualified employees whenever possible. If two or more applicants have substantially equal qualifications and one is a current City employee, the current employee will be given preference over the other application.

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

Public announcements of position openings at the City for which there will be competitive consideration are disseminated by City Administrator in the manner most appropriate for the position being filed. Current employees are permitted to apply for positions for which they believe themselves to be qualified. The length of time during which applications will be accepted will be determined by City Administrator with consultation with the Department Director in accordance with the circumstances that exist at the time.

Depending on the method of posting, current employees are permitted to apply for positions in which they believe to be qualified. However, employees must be employed by the City for at least six (6) continuous months, before they are eligible to apply/transfer to another department within the City.

The City maintains a job description which establishes the required knowledge, skills, and abilities for each type of City job along with the acceptable levels of experience and training for each job.

The job descriptions set forth the minimum acceptable qualifications required to fill the position, along with any licenses along with time frames to acquire those licenses.

It is the policy of the City to be an equal opportunity employer and vacancies in the City workforce are filled by promotion, or by initial appointment, based on merit as demonstrated by education, experience, and personal interview. Selections of the best qualified persons are made based on occupational qualifications and job-related factors such as skill knowledge, education, experience, and ability to perform the specific job.

PROBATIONARY PERIOD

The probationary period is intended to give new employees the opportunity to demonstrate their knowledge, skills, ability and willingness to perform and complete required work responsibilities and assignments. The City of New Fairview uses this period to evaluate employee capabilities, work habits and overall job performance. If a probationary employee does not perform assigned work, perform work in an acceptable manner, or fails to follow personnel policies, they may be terminated at any time.

All new and rehired employees ~~other than Police and Fire employees~~ work on an introductory basis for a probationary period of six (6) months.

~~Police and Fire employees work on an introductory basis for a probationary period of one (1) year.~~

Employees who are promoted or transferred within the City of New Fairview must complete an additional probationary period of the same length with each promotion to a new position. Any significant absence will automatically extend an introductory period by the length of the absence.

At the end of the introductory probationary period either for newly hired or promoted employees the employee will be evaluated and based on a successful evaluation eligible for a pay increase in accordance with the approved pay plan.

If a director, supervisor or manager determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a period up to three months. Any personnel action, including written notice for failure to complete assigned work, failure to perform work in an acceptable manner, or failure to follow personnel policies shall automatically result in an extension of the probationary period

In cases of promotions or transfers within the City of New Fairview, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the additional probationary period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City of New Fairview's needs.

Upon satisfactory completion of the initial probationary period, employees enter the regular employment classification.

During the initial probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After [hire date](#) ~~becoming regular employees, they may be eligible for other City of New Fairview benefits after completing 30 days of employment, subject to the terms and conditions of each benefits program.~~ employees should read the information for each specific benefits program for the details on eligibility requirements. [During initial the probationary period, an employee will be eligible for all regular benefits to which they would be eligible as a regular employee.](#)

Benefits eligibility and employment status are not changed during the secondary introductory period that results from a promotion of transfer within the City of New Fairview.

OUTSIDE EMPLOYMENT:

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with the City of New Fairview. All employees will be judged by the same performance standards and will be subject to the City of New Fairview's scheduling demands, regardless of any existing outside work requirements.

If the City of New Fairview determines that an employee's outside work interferes with performance or the ability to meet the requirements of the City of New Fairview as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain an employee of the City of New Fairview.

Outside employment will present a conflict of interest if it has an adverse impact on the City of New Fairview or the employee's ability to adequately perform his/her duties.

[Employees may not do outside work on City property or during City work time.](#)

DISABILITY ACCOMMODATION:

The City of New Fairview is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures will follow federal laws and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position applied for.

Reasonable accommodations will be considered and made available to all disabled employees, where the accommodation will enable the performance of job required functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

The City of New Fairview is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The City of New Fairview will follow any local, state or federal law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. The City of New Fairview is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws

EMPLOYMENT CATEGORIES:

It is the intent of the City of New Fairview to define employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment or benefits for any specified period of time.

Each employee is designated as either EXEMPT or NON-EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by The City of New Fairview management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL TIME- employees are those who are not in a temporary or introductory status and who are required and assigned to work a full-time schedule. Generally, they are eligible for the City of New Fairview's full benefit package, subject to the terms, conditions and limitations

of each benefit program. Regular full-time employees are required to work 40 or more hours per week. Regular full-time employees are required to work the hours and shifts assigned by their supervisor.

~~REGULAR PART TIME (TMRS Enrolled) - employees are those who are not assigned to a temporary or introductory status and who are required and assigned to work 30 hours per week or more, but less than 40 hours per week. Regular part-time employees are eligible to receive some leave and other benefits as provided for by these policies. If they are assigned to work an average of 1000 hours or more in a year, they will participate in TMRS. Regular part time employees are required to work hours and shifts assigned by their supervisor. Regular part time employees do not automatically qualify for the City of New Fairview's full benefit package but are only eligible for those benefits offered as part of these policies.~~

PART TIME- employees are those who are not assigned to a temporary or introductory status and who are generally scheduled to work less than 30 hours per week. They participate in legally mandated benefits (such as Social Security), but they are not eligible for other City of New Fairview benefit programs.

TEMPORARY/ SEASONAL- employees are those who are hired on a short-term basis for a specific project or assignment or as interim replacements to, to temporarily supplement the work force, to temporarily fill a vacancy, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of change in writing by management. While temporary employees receive all legally mandated benefits (such as Social Security), they are not eligible for all of the City of New Fairview's benefits programs unless they are required by law or regulation.

~~24 HOUR SHIFT WORK - employees that work a 24-hour shift will be paid based upon the completion of a shift. Completion of a partial shift shall result in a prorated amount based upon the percent of the shift completed. Shift pay shall be high enough to comply with Fair Labor Standard Act regulations for minimum pay. Actual hours worked shall be used to determine compliance with Texas Municipal Retirement System regulations. Actual hours worked shall be based upon the total number of shift hours less personal time and sleep time. A normal shift shall include 10 hours of personal and sleep time and a total of 14 hours worked~~

~~ACA FULL TIME - to comply with the federal Affordable Care Act (ACA), the City will determine the number of ACA Full Time employees as defined in the Act, and the number of ACA Full Time employees will be counted in a designated test period to determine whether the City meets the threshold as a large employer or not. The number of employees that average more than 30 hours of work in the test period will be used to determine whether the City is a large or small employer.~~

ACCESS TO PERSONNEL FILES

The City of New Fairview maintains a personnel file on each employee. The personnel files

include such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases and other employment records.

Personnel files are the property of the City of New Fairview, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the City of New Fairview who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the City Administrator to schedule a time to do so. With reasonable advance notice, employees may review their own personnel files in the City of New Fairview's offices and in the presence of an individual appointed by the City of New Fairview to maintain the file. Access to the information in an employee's personnel file may be subject to disclosure in accordance with the Texas Public Information Act.

Employees who work with information related to personnel files, compensation or other benefits shall maintain the information in strict confidence unless there is a qualifying information request. Then only information required shall be provided to meet the demands of the information request. Failure to follow this policy may result in disciplinary action.

EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join the City of New Fairview are well qualified and have strong potential to be productive and successful, it is the policy of the City of New Fairview to check the employment references of all applicants.

The City Administrator or other designated employee will respond to other company reference checks only when they are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position held. No employment data will be released without a written authorization and signed release by the individual who is the subject of the inquiry.

PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the City in writing of any changes in personnel data. Personal mailing addresses, telephone number, number and names of dependents, individuals to be contacted in the event of any emergency, educational accomplishments, and other such status reports should be accurate and current at all times. When any personnel data changes occur, it is the duty of the employee to notify his or her manager, director or supervisor in writing within a reasonable time. The manager, director or supervisor shall follow up with the appropriate staff to have the employee's information updated.

PERFORMANCE EVALUATION

~~Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's initial period in any new position. This period, known as the probationary period,~~

~~allows the supervisor and the employee to discuss the job responsibilities, standards and performance requirements of the new position. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive purposeful approaches for meeting goals.~~

~~The performance of employees will be generally evaluated annually on the employee's anniversary date or promotion date.~~

~~The purpose of a performance evaluation is for supervisory personnel to communicate with employees on whether they are meeting job performance requirements or not, and if not then to identify where performance improvement is needed. In addition, supervisory personnel should use the performance evaluation to identify where the employee is meeting or exceeding job performance requirements as a means to thank them for their efforts and to encourage continued efforts for quality performance of job requirements.~~

Each employee will have a job performance evaluated on a regular basis. Special work requirements may demand more frequent evaluations.

A formal, written evaluation will be conducted at various times, but at least annually, for each employee. Scores on evaluations will be used to compare the performance, experience, and qualities of employees to their job requirements. The performance evaluation may vary for different job categories, departments, and/or supervisory capacity. The evaluations will become a part of the employee's permanent personnel record file.

- A. New field employees will be evaluated at the end of each training period. These evaluations, conducted by a trainer or supervisor, will be reviewed by the immediate supervisor of the new field employee. These reviews will be taken into consideration when making full evaluations.
- B. All new employees' first six (6) months of employment represent a probationary period. Each new employee may be given a series of evaluations during this period.
- C. All new employees will be reevaluated at 180 days to determine if they have successfully completed their probationary period.
- D. Before termination is recommended, the employee's evaluation will be reviewed by City Administrator .
- E. Upon completion of the first year of employment, evaluations will be completed at least annually.

EMPLOYMENT TERMINATION

Termination of employment may occur for many reasons either by the employee or by the employer. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION: voluntary employment termination initiated by an employee without a reason being given.

RETIREMENT: voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

NEW EMPLOYMENT: voluntary employment termination initiated by the employee when a new or better employment opportunity becomes available through a different employer.

DISCHARGE: involuntary employment termination initiated by the organization related work performance or violation of personnel policies.

LAYOFF: involuntary employment termination initiated by the organization for non-disciplinary reasons.

Employee compensation and benefits will be affected by employment termination as provided for by these policies and by state and federal law. All employees will be paid for actual hours worked at the next pay period following employment termination. Some benefits authorized by law or these policies may continue at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions and limitations of such continuance.

NOTICE FOR RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with the City of New Fairview. The City of New Fairview requests that at least two weeks' written notice of the employee's intent to terminate employment be given before the termination of employment occurs

EXTENDED LEAVE AND RETURN TO WORK

There may be circumstances that cause an employee to be on extended leave such as a serious illness or accident. In those instances, the City will work closely with the employee to ensure coordination and continuity of benefits within the guidelines of the personnel policies.

An employee who is on extended leave and has exhausted his/her paid leave (comp time, sick leave and vacation), must submit a completed request for reasonable accommodation form within 30 days of their last paycheck. The employee must provide the form to their physician for completion along with a completed medical authorization and release. After physician has completed the accommodation form the employee will be able to perform the essential job

functions within 90 days of the date on the accommodation form, the employee's position will remain unfilled until that 90-day time period has expired. If it is determined the employee is not able to or will not be able to perform the essential job functions within 90 days of the date of the accommodation form, the employee will be terminated on the last day of the current month. The City will work closely with the employee to determine all eligible benefits including long-term and short-term disability and TMRS eligibility.

SECTION 3: EMPLOYEE COMPENSATION

COMPENSATION AND OVERTIME

Employees will be compensated in accordance with the pay plan that will be adopted by the City from time to time and funded by the annual budget. Compensation may be based upon hours worked for hourly employees, ~~upon the number of shifts worked for 24-hour shift employees~~, or upon an approved salary for [Federal Fair Labor Standards Act \(FLSA\)](#) exempt employees.

In accordance with the ~~Federal Fair Labor Standards Act~~ (FLSA), nonexempt employees are eligible to receive overtime pay at a rate of one and one-half times their regular pay for time worked in excess of a 40-hour work week. Exempt employees are not paid overtime.

~~Police Officers and Firefighter/EMS personnel have a different work schedule than the regular 8 am to 5 pm 40-hour week schedule. Overtime will be paid accordingly by the FLSA guidelines for public safety employees.~~

All overtime must be assigned or authorized in advance by the appropriate director, manager or supervisor and no overtime hours will be approved for payment without supervisory authorization. Overtime that is a part of a public safety employee schedule is considered authorized by assignment to the shift or schedule worked. Overtime that is related to an emergency condition is also considered authorized. Examples include response to storm damage, response to a structural fire, response to an accident or medical emergency, a waterline break, the loss of power or essential motors or pumps for utilities, or other conditions approved by the City Administrator.

Employees may not begin work prior to their scheduled workday and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor.

~~Overtime will be paid at one and one-half times the hourly rate. Vacation, holiday leave, sick leave and compensation time used will not generally be counted as hours worked when calculating overtime.~~ When work requires that an employee be called back to work in order to respond to an urgent City need or emergency condition, the City Administrator may authorize that vacation and holiday leave may be counted as hours worked when calculating overtime. ~~Sick leave may not be counted as hours worked when calculating overtime.~~ [For all employees, overtime will be paid to nonexempt employees at one and one-half \(1 ½\) times the regular rate for hours worked over forty \(40\) hours in the work week. Hours worked is defined as hours](#)

worked, as well as emergency leave and holiday hours. Vacation, sick, military, jury duty and personal leave are not considered to be “hours physically worked” for purposes of calculating overtime.

Exempt personnel under the FLSA laws are generally salaried employees and work the number of hours required to complete their assigned duties. Exempt personnel will not be paid overtime or receive comp time for the number of hours worked in excess of 40. [At the City Administrators discretion an exempt personnel may flex their time within the same pay period.](#)

When operating requirements or other needs cannot be met during regular working hours, the supervisor may assign, or employees may be given the opportunity to volunteer for overtime work assignment. Overtime assignments will be distributed as equitably as practicable to all employees qualified to perform the required work. Refusal or other failure to work mandatory overtime to address critical or emergency needs of the City may result in disciplinary action.

~~Overtime compensation is paid to all nonexempt employees in accordance with federal and state law.~~

- Nonexempt employees upon approval of the supervisor may place overtime in a "comp bank." The time worked will be calculated at time and a half and placed into the employee's comp bank. This time will be paid out at the employee's straight time rate. An employee may use comp time upon approval by the supervisor and the comp bank will be paid to the employee upon termination of employment. Generally, comp time should be used within the month that it is earned. The City maintains the right to require that all overtime be placed into the employee's comp bank due to budgetary reasons, if necessary. [The time in “comp bank” can not exceed 40 hours.](#)

COMPENSATION PLAN

Compensation for Classified Positions

- A. Each job shall be assigned to one of the classified grade levels. The compensation plan shall specify an entry, mid and maximum level with an hourly wage or salary, within each pay grade for each classification. The City Council as part of its annual budget process will consider the allocation of funds for pay plan adjustments to the pay plan. The Council may also consider the allocation of funds for additional raises (for example, to employees who have already reached the maximum pay grade level).
- B. Employees at the top of a pay grade may be eligible for a base or pay plan adjustment, if authorized by the City Council.
- C. Probationary employees are not eligible for pay increased until the completion of their six month probationary period.
- D. The compensation plan may be amended, as circumstances require, through changes recommended by the City Administrator and approved by the City Council.

WORK SCHEDULES AND TIME WORKED

~~Supervisors will advise employees of the times their work schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending~~

~~times, as well as variations in the total work hours that may be scheduled each day and week.~~

Because of the nature of our business, your work schedule may vary depending on your job. Normal business hours are set by the City Administrator and/or Department Director and may vary between Departments or positions. A typical schedule would be Monday through Friday with one (1) hour of unpaid time off each day for lunch. A morning and afternoon break will be available to employees for duration of fifteen (15) minutes for each period. The standard workweek is forty (40) hours for all employees, excluding the police department and fire department.

Public Works Employees may work varying periods dependent upon weather conditions with the approval of the City Administrator.

~~(Reserved) Police Officers are on fourteen(14) day (86 hour) FLSA week period.~~

~~(Reserved) Fire/EMS Personnel are on a fourteen (14) day (106 hour) FLSA work period~~

ON-CALL AND ON STANDBY (Reserved)

Generally, all city employees serve on general standby to assist in times of emergency **On-Standby**. In particular managers and supervisors must be able to respond during emergencies. General standby does not place limitations on the employee or the employee's activities. Under general stand by, if the employee is available and is called, then the employee agrees to assist. Compensation for responding is dependent upon whether the employee is exempt or non-exempt.

Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call, and is called out, is governed by the Substance Abuse and Alcohol Consumption Policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of alcohol or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

Exempt employees ~~will not be compensated for~~ called in for emergency response will refer to the Flex Time Policy for any work hour adjustments. While non- exempt employees are compensated for all work over 40 hours during a work week (hours vary based upon exempt employee category).

On- Standby employees must be able to respond within 2 hours of New Fairview.

Public Works employees will be assigned to work On-Call from time to time on a rotation basis. When assigned On-Call, the employee will take after hour calls during the week and will do the rounds to check appropriate City equipment and facilities during the weekend as well as take calls for service on the weekend. An On-Call employee will receive compensation for all extra hours worked while on call and will receive an "On-Call" payment (\$50.00) per week for performing the assigned duty. On-Call employees must be able to respond within an hour of New Fairview in order to respond to calls for service and or emergencies. ~~On-call employees are~~

~~expected to remain sober and able to work and perform their responsibilities if called to work. Failure to adhere to this section may result in disciplinary action or termination.~~

~~Public Works employee will be assigned to work On Standby from time to time on a rotation basis on holidays and holiday weekends. While On Standby the employees are expected to respond to emergencies like a water line break or a sewer line backup. The should remain sober and able to work and perform their responsibilities if called in to an emergency. On Standby employees must be able to respond within 2 hours of New Fairview. On Standby employees will receive compensation for performing On Standby responsibility on a holiday or holiday weekend.~~

~~Employees that must make rounds on holidays and weekends will receive a minimum of 2 hours of pay for making the rounds. A non-exempt employee who is called out for after-hours work will be paid for a minimum of two hours' work up to the total actual number of hours worked.~~

~~FIRE/EMS SUBSTITUTION (Reserved)~~

~~A. Substitution is defined as that time when one (1) member voluntarily works for another by mutual agreement.~~

~~B. The substitution shall not cause any increased financial impact on the New Fairview Fire or EMS Department Budget or additional financial liability to the City of New Fairview.~~

~~C. Substitution shall be defined and in accordance with Part 553 Section 7(p) (3) of the Fair Labor Standard Act (FLSA).~~

~~1. Section 7(p) (3) of the FLSA provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same category. The hours worked shall be excluded by the employer in the calculation of ours for which the substituting employee would otherwise be entitled to overtime compensation under FLSA. Where one employee substitutes for another, each employee will be credited as if he or she has worked his or her normal work schedule for that shift.~~

~~2. The provisions of Section 7(p) (3) apply only if employees' decisions to substitute for one another are made freely and without coercion, direct or implied.~~

~~3. A public agency which employs individuals who substitute or "trade time" under this subsection is not required to keep a record of the hours of substitute work.~~

~~4. In order to qualify under section 7(p) (3), an agreement between individuals employed by a public agency to substitute for one another at their own option must be approved by the agency. This requires the agency to be aware of the arrangement prior to the work being done, i.e., the employer must know what work is being done, by whom it is being done, and where and when it is being done. Approval is manifest when the employer is aware of the substitution and indicates approval in whatever manner is customary.~~

~~A. Substitutions will be on a time for time basis.~~

~~B. Substitutions will be on a rank for rank basis.~~

~~C. The maximum number of allowed substitution 24-hour work shifts shall not exceed five (5) consecutive schedule work shifts in a one-year period.~~

~~D. Substitution within the same 14 day pay period that does not change the total number of days worked in the same pay period by each Fire/EMS employee may be covered by employees of different rank. An additional five (5) consecutive work shifts in a one-year period may be used in this category.~~

LONGEVITY PAY

All TMRS enrolled employees of the City shall receive longevity pay per year for each year of service to the City, beginning after the employee's first full year of employment. Longevity pay shall be at a rate of ~~\$100 for the first full year of service and an additional \$36.00 per year~~ \$5 per month for each full year of service, for full-time employees up to 20 years of service. Longevity payments shall be issued once annually, generally in ~~December~~ November, and are taxable income. Eligible employees who separate from employment during the year shall not receive longevity pay.

JURY DUTY

The City of New Fairview encourages employees to fulfill their civic responsibilities by serving jury duty when required. ~~Employees in an eligible classification may request up to one week of paid jury duty leave over any one-year period.~~

~~Jury duty pay will be calculated on the employee's base rate times the number of regular hours the employee would otherwise have worked on the day of absence. Employees must provide documentation showing day(s) attend. Employee classifications that qualify for paid jury duty leave are: Regular Full Time and Regular Part Time.~~

~~If employees are required to serve jury duty beyond the period of paid jury leave, they may use any available paid time off or may request an unpaid jury duty leave of absence.~~

~~Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits. Employees must provide documentation showing proof of the days they attended jury duty.~~

Jury duty leave with pay will be given to any Regular Full-time employee. Part-time or seasonal employees called to jury duty will be allowed time away from work to attend jury duty but the time away will be without pay.

If you are called to jury duty, you should immediately notify your supervisor and present documentation from the court to justify your absence. Any remuneration you receive from the court for your services is yours to keep and will not be deducted from your paycheck.

TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the City of New Fairview to keep an accurate record of time worked in order to calculate employee pay and benefits. The "time worked" is all time actually spent on the job performing assigned duties.

Employees should accurately record the time they work. If a clock and timecards or records are provided to document time worked, then the employee should document time worked through the approved system as instructed. **Anytime corrections must be submitted to your supervisor not later than 10 AM the following business day.** Overtime must always be approved before it is performed.

It is the employee's responsibility to **sign-ensure** their **work** time ~~records to certify the is accuracy~~ **accurate of all time recorded.** The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record both ~~the employee and~~ the supervisor **and Human Resources Administrator** must verify the accuracy of the changes by initializing the time record. Time sheets will be submitted no later than ~~the end of~~ **10 AM the following on** the first workday following the end of the time period.

PAYDAYS

Employee payroll is prepared ~~bi-weekly~~ **weekly** on Friday for the period which has ended the

[previous Wednesday](#). Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday (Friday's) falls on a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

ADMINISTRATIVE PAY CORRECTION

The City of New Fairview takes reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the City Secretary so that corrections can be made as quickly as possible.

PAY DEDUCTIONS

The law requires that the City of New Fairview make certain deductions from every employee's compensation. Among these are applicable federal income taxes. The City of New Fairview also must deduct Social Security, Medicare, [TMRS \(full time employees\)](#) and other required taxes on each employee's earnings up to the appropriate amount.

The City of New Fairview offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered or you may seek direction from the City Administrator or City Secretary.

SECTION 4: EMPLOYEE LEAVE BENEFITS

EMPLOYEE LEAVE BENEFITS

Eligible employees are provided with a wide range of benefits. Benefits eligibility is dependent upon a variety of factors, including employee classification; your supervisor can identify the leave benefits for which you are eligible.

The following leave benefits are available to eligible employees:

Vacation Leave

Holiday Leave

Sick Leave

Exempt Leave

Bereavement Leave

Medical/Family Leave

Jury Duty Leave

Military Leave

Some benefit programs require contributions from employees, but most are fully paid by the City of New Fairview.

VACATION LEAVE BENEFITS

Vacation leave with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full time ~~and Part-time~~ TMRS enrolled employees are employees eligible to earn and use vacation leave as described in this policy:

Vacation leave will begin accruing on the first pay period. The following is the schedule for accrual.

An employee is eligible to begin using vacation leave after 6 months of service. The amount of paid vacation leave employees may receive annually increases with the length of employment with the City of New Fairview as shown in the following schedule.

~~VACATION EARNING SCHEDULE FOR REGULAR FULL-TIME:~~

~~Employees with Full Time Status accrues the following:~~

YEARS OF SERVICE	PER PAYROLL ACCRUAL
1-5 years of service	1.538 hours
6+ years of service	2.038

~~VACATION EARNING SCHEDULE FOR PART-TIME TMRS EMPLOYEES:~~

YEARS OF SERVICE	PER PAYROLL ACCRUAL
1-6 years	0.769 hours
7+ years	1.154 hours

~~VACATION EARNING SCHEDULE FOR ALL REGULAR FULL-TIME EMPLOYEES WORKING 24 HOUR SHIFTS (Reserved)~~

YEARS OF SERVICE	PER PAYROLL ACCRUAL
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~~1-6 years~~

~~2.308 hours~~

~~7+ years~~

~~3.462 hours~~

Vacation leave is paid time off from the job. Employees are eligible for vacation pay as follows:

1 – 3 years 80 hours (10 days)

4-8 years 120 hours (15 days)

9+ years 160 hours (20 days)

Although a new regular employee will begin to accrue vacation leave on their first day of employment, no vacation leave may be taken during the first six (6) months of employment, unless approved by the City Administrator. Vacation time must be earned before it is used.

Temporary and/or seasonal employees are not eligible for Vacation leave.

Employees whose employment time exceeds six months may take vacation time as it is accrued pursuant to the following requirement:

- A. Vacation leave must be approved by the Department Director to allow for coordination and continuation of City business.
- B. Vacation leave may not be taken in blocks of more than eighty (80) hours without prior approval of the City Administrator.
- C. Vacation leave shall not be granted in time increments of less than one hour without approval of the employee's supervisor.
- D. Vacation leave is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses or shift differentials. Vacation leave may not be used under any circumstances, until it has been earned.
- E. Employees must generally give two (2) weeks advance notice to request vacation leave. City of New Fairview understands that certain circumstances are out of our control, and the supervisor may accept a shorter notice on a case-by-case request.

Employees will be allowed to carry forward four-hundred and eighty (480) hours of unused vacation hours into the next fiscal year. Any unused accrued vacation more than the allowable hours not taken by September 30th deadline will be considered a forfeiture of accrued

~~An employee may not have more than two (2x) times the amount of annual vacation time. The maximum amount paid to an employee at the end of their employment is 240 hours.~~

It is in the best interest of the employee and the City of New Fairview that the employee use his or her vacation leave each year.

Required Vacation Leave- When it appears that time away from work may be in the best interest of the employees or the City, the employee's Department Director may, with the approval of the City Administrator, require the employee to take accrued vacation leave. Similarly, the City Administrator may require any employee to take accrued vacation leave.

Vacation pay will not be authorized during a disciplinary suspension as a means to supplement pay lost as a direct result of the suspension.

Upon termination of employment, employees will be paid for unused vacation leave that has been earned through the last day of work.

Accrued vacation leave benefits may be transferred up to 40 hours to another employee's sick leave bank for major medical illnesses upon approval of the City Administrator. An employee may only receive a total of 40 hours from any individual employee during employment with the City of New Fairview. The transfer will remain anonymous, and will be paid out at the lower of the two pay rates.

HOLIDAY LEAVE

~~Except as provided for by the special provisions for Police and Fire employees,~~ The City of New Fairview Regular Full time and Regular Part time employees will be granted the following holidays:

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Juneteenth

Independence Day

Labor Day (~~excluding Fire employees~~)

~~911 Remembrance Day (Fire employees only)~~

Veteran's Day

Thanksgiving

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve Day

The City of New Fairview will grant paid holiday time off to all eligible employees for the holidays listed above. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day up to a maximum of eight (8) hours for each day granted for the holiday. Eligible employee classifications include Regular Full Time and Regular Part Time. Holiday time does not accumulate or carry over at the end of the calendar year.

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding

and the first scheduled day immediately following the holiday. All employees failing to show up for work, before or after a holiday, without supervisors and management approval being scheduled time off will forfeit their holiday pay.

- A. As many employees as possible shall be given each holiday off consistent with the maintenance of essential City functions.
- B. Only Regular Full-time and Regular Part-time regular employees shall be entitled to paid holidays. [As long as the holiday falls in the employees regular work schedule.](#)
- C. An employee desiring to observe religious holidays not listed herein may be authorized to use accrued vacation leave, comp time or other holiday leave as long as the day worked and the day off can be scheduled to meet the work requirements of the city.
- D. Employees calling in sick the day preceding a holiday or the day after a holiday may be required to submit a doctor's certificate indicating treatment for a legitimate illness or injury in order to receive holiday time if this occurs on more than one occasion.

Repeated absences due to calling in sick on a holiday, the day preceding a holiday or the day after a holiday without a doctor's certificate may result in disciplinary action up to and including

dismissal.

Generally, a holiday that falls on a Saturday will be observed on the preceding Friday and a holiday that falls on a Sunday will be observed on the following Monday.

Public Works Personnel are not generally scheduled to work holidays. Those who are scheduled to work a holiday will receive overtime compensation for the hours worked on the holiday, or as staffing permits, they may take an amount of time off on another day with the amount of time off being equal to the amount of time worked on the holiday. ~~The time off must be taken within a 30-day period.~~

~~Regular Full Time Police and Fire Personnel are required to work their assigned shifts which may or may not fall on an approved holiday. Generally Regular Full Time Police and Fire Personnel will be paid twelve (12) hours of holiday pay in addition to their regular shift pay for hours worked. A Regular Full Time Police or Fire employee may elect in advance to take holiday time instead of holiday pay if approved by their supervisor.~~

~~Part Time Fire/EMS employees will be paid an overtime rate for working holidays when those holidays fall on the City holidays for New Year's Day, Fourth of July, Memorial Day, Labor Day, Thanksgiving and Christmas.~~

SICK LEAVE BENEFITS

The City of New Fairview provides paid sick leave to all eligible employees for periods of temporary absence due to illnesses or injuries. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence.

Eligible employees will accrue sick leave benefits at the following rate for every full month of service:

Regular Full Time Employees	8 hours per month
Regular Part Time Employees	4 hours per month
Full Time Fire/EMS Employees	9.6 hours per month

~~Sick leave benefits will begin to accrue after 30 days of hire date.~~

Employees can request use of paid sick leave after completing a waiting period of ~~three (3) calendar months~~ 90 days from the date of hire. Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of an immediate family member.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence.

Before returning to work from a sick leave absence of three calendar days or more, an employee must provide a physician's verification that he or she was ill or injured and may safely return to

work. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave pay.

Sick leave benefits will be calculated based on the employee's base rate at the time of absence and will not include any special forms of compensation like overtime.

~~Unused sick leave benefits will generally be allowed to accumulate and carry over each year. After an employee accrues more than 120 hours of sick leave, only 120 hours will carry over from year to year.~~

~~As an incentive to be healthy and not abuse sick leave, employees will be paid upon retirement a total of fifty percent (50%) of the sick leave balance up to a total of 240 hours of sick leave benefits~~

Sick leave may be used for illness or injury, eye, or dental care, or medical treatment or examination. A limited amount of sick leave may also be used when serious illness or injury in the employee's immediate family, including foster children, requires it, provided the Department Director approves.

Sick leave may be accrued up to four hundred & eighty (480) hours maximum leave. Upon separation of employment, all accrued sick leave, will be paid to the employee up to a maximum of 480 hours.

Official holidays and regular days off shall not count against sick leave.

EXEMPT LEAVE

Exempt employees earn forty (40) hours per year that may be used as personal time off. Exempt leave is compensable upon termination of employment and exempt leave does not carry over annually. Exempt time will be added on the first pay period in ~~January~~ ~~October~~ of each year.

BEREAVEMENT LEAVE

~~Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. The City of Pilot Point defines immediate family listed in the 1st degree members in the nepotism chart.~~

~~Employees may be granted up to a maximum of twenty-four (24) hours of paid bereavement leave within a one-year period of time. Bereavement leave and pay will be provided to eligible employees in the following classification: Regular Full Time.~~

~~Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation such as overtime, incentives, commissions, bonuses or shift differentials. Employees may request vacation leave if there is a need beyond the maximum allowed each year.~~

It is the policy of the City of New Fairview to provide paid leave to regular full-time employees in cases of death of family members, which may be referred to as "bereavement leave", to allow

time for the employee to attend to the needs of the situation. Uses of this leave may include making funeral arrangements and attending funeral services, including travel time.

While there is no accrual of bereavement leave, each regular full-time employee will be eligible for up to three (3) paid working days of bereavement leave per occurrence of the death of a relative.

Up to five (5) paid working days of bereavement leave may be provided per occurrence for the death of a child, parent, or spouse (defined by the Family and Medical Leave Act as an immediate family member) or a domestic partner (defined as an unrelated and unmarried person who shares common living quarters with an employee and lives in a committed, intimate relationship that is not legally defined as marriage).

ADMINISTRATIVE PROCEDURES

- A. Definitions: A. “Immediate Family Member” – for the purposes of this policy, it shall mean a child, parent, spouse, or domestic partner.
- “Child” – Means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis or that stood in loco parentis. An individual stands in loco parentis to a child if they have or had day-to-day responsibilities to care for or financially support the child.
 - “Parent” – Means a 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 term does not include “parents-in-law.”
 - “Spouse” – Means a partner as defined or recognized in the state where the individual was married, including in a common law marriage.
 - “Domestic Partner” – Means an unrelated and unmarried person who shares common living quarters with an employee and lives in a committed, intimate relationship that is not legally defined as marriage.
- B. “Relative” – for the purposes of this policy, shall mean a family member with a first or second degree relationship as listed below:
- Sibling (sister, brother)
 - Parent-in-law (mother-in-law, father-in-law)
 - Sibling-in-law (sister-in-law, brother-in-law)
 - Child-in-law (daughter-in-law, son-in-law)
 - Grandparent or Grandparent-in-law
 - Grandchild
 - Uncle or Aunt
 - Nephew or Niece
- C. For each instance of death of a child, parent, spouse, or a domestic partner, all regular fulltime employees may be approved for bereavement leave by the immediate supervisor

not to exceed five (5) paid working days.

- D. For each instance of death of a relative, all regular full-time employees may be approved for bereavement leave by the immediate supervisor, not to exceed three (3) paid working days.
- E. An employee who wishes to use bereavement leave should notify their supervisor immediately. A department Director may require the employee to provide documentation (e.g. an obituary or funeral service program) for a bereavement leave request.
- F. Regular employees (includes $\frac{1}{2}$ and $\frac{3}{4}$ time employees) may be provided up to five (5) days of unpaid leave for each occurrence involving the death of an immediate family member, and three (3) days of unpaid leave for services of relatives other than immediate family. Vacation leave or personal floating holidays may be used at the discretion of the supervisor when appropriately requested by the employee.
- G. All employees may be allowed paid leave (without being required to use any of their accrued leave) to attend the funeral services for the death of a fellow employee when the services occur during scheduled work hours. Employee leave for such attendance is conditional upon supervisor approval and operational needs of the department and City. If paid leave for such a circumstance will extend beyond four (4) hours, it will require approval of the respective Assistant City Manager, Deputy City Manager, or City Manager.
- H. Employees may request vacation leave, personal floating holidays or personal leave without pay for the funeral of individuals not covered in this policy.
- I. Employees on unpaid leave or continuous Family and Medical Leave (see Policy no. 107.04) status will not receive pay for bereavement leave.
- J. Bereavement leave benefits will not be paid for the same time an employee receives holiday pay, sick leave pay, vacation leave pay, or any other paid leave benefit.
- K. Bereavement leave hours will not be considered "hours worked" for purposes of overtime and will be paid at the employee's straight time rate.

MEDICAL AND FAMILY LEAVE (Reserved)

Full-Time employees who have been employed for at least 12 months and who have had at least 1,250 hours of service during the 12 months prior to leave request are afforded benefits under the Family and Medical Leave Act of 1993.

- A. An eligible employee is entitled to 12 workweeks of leave during any 12-month period (26 workweeks if leave to care for a covered service member is involved) for the following reasons and as provided for by federal law:
- for incapacity due to pregnancy, prenatal medical care or childbirth.
 - to care for the employee's child after birth, or placement for adoption or foster care.
 - to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
 - for a serious health condition that makes the employee unable to perform the employee's job.
 - for qualified exigencies that are the result of a covered service member being called to duty in the Armed Forces; or
 - To care for a covered service member who is injured or becomes ill while on covered active duty.
- B. An employee may substitute accrued paid vacation leave for any Family and Medical Leave qualifying purpose without limitation. After vacation time has been used, an employee may substitute accrued sick leave for unpaid leave due to the "serious health condition" of authorized family members or employee's own serious health condition if the nature of the health condition qualifies under the policies for sick leave use. Qualifying FMLA leave requests cannot be denied. Use of paid vacation leave will not extend the maximum allowable 12 weeks family leave period but is included in the leave period.
- C. Leave may be taken for birth or placement of a child only within twelve months of that birth or placement.
- D. "Son" or "daughter" is defined as a biological, adopted, or foster child, a stepchild or legal ward. A child is further defined as being under the age of 18 or older if incapable of self care due to mental or physical disability.
- E. A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevent the qualified family member from participating in school or other daily activities.
- F. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

- G. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- H. Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30-days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.
- I. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting their need for military leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.
- J. If both spouses are employed by the City and if leave is requested for an illness of a child or of the other spouse, both spouses are entitled to 12 weeks total of leave jointly.
- K. An employee requesting family or medical leave under this section for a serious health condition of his/her own or family member must provide acceptable certification. Such certification by the health care provider must include the date on which the serious health condition began; the probable duration of the condition; appropriate limitations to assigned work due to medical conditions if it involves the employee or appropriate description of need for immediate care by family members if it involves a qualifying family member; a statement that the employee is needed to care for the spouse, child or parent involved (along with an estimate of the time required), or that the employee is unable to perform his or her functions; and in the case of intermittent leave, the dates and duration of treatments to be given. Employees must also report monthly during leave on their medical status and intention to return to work. Any questions regarding the FMLA should be directed to the City Secretary.
- L. At its expense, the City may require a second opinion from a physician of the City's choice to verify certification for a leave request. In the event of conflicting opinions, at the City's expense, a third and binding opinion will be obtained from a health care provider jointly approved by the City and the employee.
- M. An employee returning from family or medical leave will be returned at the City's option to either his/her previous position or to an equivalent position in pay, benefits and terms and conditions of employment. As a condition of restoration of an employee who has taken leave due to the employee's serious health condition, the employee will be required to present a certification from the employee's health care provider that the employee is ready to resume work and is capable of performing the essential functions of the job with or without accommodation.
- N. During periods of continuous unpaid family or medical leave, the employee will not continue to accrue sick, vacation or holiday benefits. Employees using accrued sick leave

or vacation leave and receiving pay, he or she will not continue to accrue their sick leave, vacation leave and holidays.

- O. Department Directors and the City Secretary shall maintain accurate records of employee absences and leave accrued and shall provide reports of the same as required by the City Administrator or the City Administrator designee. Inquiries as to balance of leave should be directed to and handled by the City Administrator or City Secretary.
- P. An employee returning to work following any type of absence will complete or provide forms or certificates as may be required by his/her Department Director or the City Secretary Department. All employees returning to work after an absence due to an injury are required to present a release for work from his/her Doctor.

MILITARY LEAVE

An employee who is a member of the National Guard or of any of the Reserve components of the Armed Forces of the United States will be entitled to a leave of absence from assigned City duties for as many as fifteen (15) days in any one calendar year to participate in military training. Such military leave will be at full pay for a period not to exceed 15 days. Such employees shall furnish their Department Head with certification, normally copies of official military orders, that they were called to duty by proper authority. Normal weekend duty with the National Guard or Reserves will not normally be included in the above.

USERRA supersedes any State law (including any local law or ordinance) contract, agreement, policy, plan, practice, or other matter that reduces, limits, or eliminates in any manner any right or benefit provided, including the establishment of additional prerequisites to the exercise of any right or the receipt of any such benefit. The City of New Fairview will comply with the Uniformed Services Employment and reemployment Rights Act (USERRA).

SECTION 5: INSURANCE AND OTHER BENEFITS

The City voluntarily participates in and provides a wide range of benefits for employees. The City also participates in federally and state mandated benefits. Some of the more important benefits are identified in this section. These benefits are subject to change based upon changes in City policy, funding and changes in federal and state laws.

HEALTH INSURANCE AND RELATED BENEFITS (Reserved)

The City will provide health insurance benefits subject to approval in the annual city budget. Health insurance benefits will be offered to all Regular Full-Time employees and other qualifying employees under federal and state law. Qualifying employees will have the option of accepting the City health insurance benefits or of opting out of the City health insurance plan by documenting that they have other health insurance coverage.

The City will pay for the cost of health insurance coverage for the employee as long as the cost of that benefit is approved in the annual budget. The employee is responsible for paying the cost of insurance for a spouse or dependents as needed. The City may consider assisting with a portion of spouse or dependent health insurance coverage if approved in the annual budget.

Employees qualifying for health insurance benefits shall be offered coverage within 30 days but no longer than 90 days after employment. The City will offer notices and information on health insurance programs, coverage, and alternatives available under the Affordable Care Act as required by law.

The City may also offer other benefits at cost or with City assistance as may be available and approved in the annual budget. Such benefits may include vision, dental, life, pretax flexible spending accounts, and deferred compensation accounts.

WORKERS' COMPENSATION INSURANCE

The City of New Fairview provides a comprehensive workers' compensation insurance program at no cost to its employees. This program generally covers injuries or illnesses sustained in the course of employment that requires medical, surgical or hospital treatment as required by law or as provided by the worker's compensation insurance program in effect at the time of the work related injury or illness.

Employees who sustain work related injuries or illnesses must inform their supervisor immediately. No matter how minor an injury may appear to be, it is important that it be reported immediately. [Before an employee seeks medical attention the Human Resource Representative must be contacted.](#) The City of New Fairview may require drug testing immediately following any accident with or without injuries if the employee may be at fault.

Neither the City of New Fairview nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off duty recreational, social or athletic activity sponsored by the City of New Fairview.

BENEFITS CONTINUATION (COBRA) (Reserved)

The federal Consolidated Omnibus Budget Reconciliation Act (Cobra) gives employees and their qualified beneficiaries the opportunity to continue health coverage under the City of New Fairview's health plan when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are resignation and termination of employment.

Under Cobra, the employee or beneficiary pays the full cost of coverage at the City of New Fairview group rates plus an administration fee of the maximum amount permitted by law. The City of New Fairview provides each eligible employee with a written notice describing rights granted under Cobra when the employee becomes eligible for coverage under the City of New Fairview health insurance plan. The notice contains important information about the employee's

rights and obligations.

TEXAS MUNICIPAL RETIREMENT SYSTEM

The City of New Fairview participates in the Texas Municipal Retirement System (TMRS) to provide a retirement benefit for city employees. The amount of City participation is subject to change based upon budget approval, available funding and the TMRS plan approved.

The current city program adopted by the City requires that employees contribute 7% of their income towards retirement, and the City matches that on a 2 to 1 basis as adjusted for actuarial studies completed by TMRS.

Employees vest in TMRS after five years of municipal or other qualifying service and may retire after 20 years of service with the City, other cities, or other qualifying service. An employee who is ~~60~~ 65 years or older may retire with five years of qualifying service. Employees are eligible to retire in accordance with TMRS rules and regulations which may change if a qualifying employee may retire due to a disability. An employee with a disability can inquire with the City and TMRS on how to evaluate this alternative if it is needed.

An employee may work with the City and TMRS to obtain information about retirement and retirement benefits, to designate beneficiaries, or to make other changes to their individual TMRS plan alternatives.

SOCIAL SECURITY AND OTHER FEDERAL PROGRAMS

The City of New Fairview participates in the Social Security program, Medicare and other mandated programs of the federal government. The required amounts are withheld from employee paychecks and are processed through the federal government as required by law. Benefits are available based upon the policies and regulations of the federal government.

UNEMPLOYMENT INSURANCE

The City of New Fairview participates in unemployment insurance as required by the State of Texas. Unemployment benefits may be subject to the conditions of separation from employment. A termination by the City for cause may result in a former employee not qualifying for unemployment benefits.

PRE TAX FLEXIBLE SPENDING PROGRAM (Reserved)

Employees may choose to participate in a Pre-Tax Flexible Spending Program. This program is subject to change by federal law and regulations. Under the program, employees can choose to pay for some benefits on a pretax basis. Health insurance, out of pocket medical, dental and other qualifying health related costs, and day care expenses are normally options in the plan. The

City generally holds an annual meeting for employees on this and other benefits that are available for employees and helps answer questions so they can choose to participate or not.

OTHER BENEFIT PROGRAMS

The City of New Fairview participates in other benefit programs including life insurance, dental insurance and vision insurance. These programs may change as program benefits and costs change from year to year.

FLEX TIME

Flextime is a tool used to allow exempt employees to work hours that are not within the standard work schedule. There are times when a department's operational needs require employees to either come in earlier than their normal reporting time, or to stay later than their normal end of shift time.

The adjustment of an employee's work schedule must be approved in advance by the City Administrator prior to the employee working the adjusted schedule. The employee must notify the City Administrator with in 48 hours of the time they have worked more than the standard work schedule. It is the responsibility of the immediate supervisor to verify and ensure the performance of employees who are granted flextime. Good relationships with everyone involved are important for a successful flex-time policy. Trust is a big factor; City Administrator must feel confident that the employees will not abuse the benefits that are inherent in a flex-time schedule. Flextime is a privilege, not a right and if abused can be taken away at the discretion of the supervisor.

Examples of Flextime schedules:

- **Adjusted leave or start time** – An employee may be allowed to report later or leave earlier.
- **Adjusted Lunch Period** – An employee's length of their lunch period may be adjusted while still working a full day.
- **Compressed Workweek** - An employee may, for example, be allowed to work four nine (9) hour days and one four (4) hour day.
- **On Call/ On Stand-By-** if an employee is called in under this section then the City Administrator may adjust this employees work schedule, preferably within the work week.

SECTION 6: CITY PROPERTY & EQUIPMENT AND VEHICLES

~~USE OF EQUIPMENT AND VEHICLES~~

~~Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult~~

~~to replace. When using city property employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.~~

~~Employees must notify the supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective or are in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.~~

~~The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles as well as excessive or avoidable traffic and parking violations may result in disciplinary action up to and including termination of employment.~~

~~Employees with an assigned vehicle may use the vehicle to drive to and from work if they live within a 15-mile radius of City Hall. Certain vehicles are considered to be a benefit to the employee when used to commute to and from work. Employees will be taxed in accordance with IRS rules for the use of a City vehicle to commute between work and home.~~

CITY PROPERTY AND EQUIPMENT:

Each employee is responsible for the proper use and maintenance of equipment, tools, vehicles or motorized equipment and other City property assigned to the employee for use in City operations. Employee negligence that leads to lost or damaged equipment will result in the employee reimbursing the City the cost of said equipment. The cost will be withheld from the employee's paycheck.

Use of City equipment, tools, vehicles, motorized equipment, or supplies for private or political purposes is strictly prohibited.

City computers, electronic equipment and software are to be used for City business. No software other than software approved by the City or an employee's Department Director may be installed, kept, or used on a City computer or other electronic hardware. This limitation on software is to avoid software that may interfere with the operation of the City's computer systems and other electronic hardware or may contain computer viruses that could cause operational problems or the loss of City data. Access to the internet, e-mail and messaging and voice mail and other electronic hardware is for City business only.

City property, including but not limited to facilities, desks, files, vehicles, motorized equipment, telephones, and computers is subject to City inspection and removal of illegal or unauthorized items. There is no expectation of privacy.

VALID DRIVER'S LICENSE:

Operators of vehicles and motorized equipment used in City business are required to have a valid State of Texas driver's license necessary for legal operations of that vehicle or equipment and to notify their Department Director of any changes of status or suspensions in licenses immediately.

Failure to maintain a safe driving record may be grounds for disciplinary action including termination. .

Suspension, revocation, or lapse in the validity of the required driver's license of an employee who operates vehicles or motorized equipment in the conduct of City business may result in termination or re-assignment of the employee.

ACCIDENT REPORTING:

Any accident on City property, at a City worksite, or involving a City vehicle or motorized equipment must be reported immediately to the employee's supervisor, including an accident report and when warranted the Police Department.

Any employee observing or involved in a motor vehicle accident must immediately notify the Police Department.

An employee witnessing or involved in an accident must stay on the accident scene (unless medical treatment is needed) until released by law enforcement.

CITY OWNED VEHICLE AND EQUIPMENT USE

The purpose of this policy is to define and describe the usage parameters related to the operation of City vehicles and motor-driven equipment by City employees.

- A. Ensure the safety and well-being of City employees
- B. Facilitate the efficient and effective usage of City vehicle and motor-driven equipment use.
- C. Minimize liability to the City and set standardized disciplinary procedures.
- D. Establish standard requirements and procedures for all City employees who drive a City-owned vehicle or motor driven equipment in the course of City business.

City-owned vehicles and equipment must meet certain standards and following the requirements outlined in this policy. Some departments have additional vehicle use policies, and in the case of conflict, the most restrictive provision shall apply unless specifically stated herein.

Supervisors and Department Directors are responsible for implementing and enforcing this policy. All employees who operate City vehicles and equipment shall be briefed by their immediate supervisor. On this policy and shall be informed that violation of this policy can result in suspension, demotion, and termination.

Definitions

The items defined within this section of this policy shall apply only to this section of the policy.

- **“City owned Vehicle or Piece of Equipment** – A vehicle or piece of equipment owned or leased by the City.
- **“De Minimis”** – Latin for “of minimum importance.” Essentially refers to something that is so little, small, miniscule, or tiny that the law does not refer to it and will not consider it.
- **“Driver”** – Operator of a motor vehicle, motor driven equipment or equipment attached to a vehicle or motor driven equipment.
- **“Preventable”** – The employee failed to exercise every reasonable precaution to prevent an accident
- **“Chargeable”** – The employee violated a State traffic law; violated an established department safety policy or practice or both. The employee was a fault or contributed to the cause of the accident.
- **“Employee”** – means a person who is paid by the City, but does not include an independent contractor, an agent or employee of an independent contractor or a person who performs tasks the details which the City does not have the legal right to control.
- **“Take home vehicle”** – A City owned or leased vehicle which may be stored at an assigned employee’s residence who resides in the City or has received approval from their Department Director if the employee resides outside of the City limits.
- **“Scope of Employment”** – means the performance for the City of the duties of an employee’s office or employment and includes being in or about performance of a task lawfully assigned to an employee by their supervisor or Department Director.
- **“Vehicle accident”** – includes all accidents or incidents involving personal injury or property damage to or caused by a City vehicle, motor driven equipment, or equipment attached to a vehicle or motor driven equipment.

UTILIZATION OF VEHICLES AND EQUIPMENT

City owned vehicles and motor driven equipment shall not be used for personal reasons or personal business. This prohibits the hauling of personal property from one place to another, personal shopping trips, and non-business-related transportation of family members.

Only City employees, the City Administrator and City Council members are authorized to travel in a City vehicle and equipment unless authorized by City Administrator.

TAKE HOME VEHICLES

In accordance with IRS requirements, personal use of vehicles is not allowed other than commuting to and from work and de minimis personal use. The IRS regulations consider use of City vehicles for commuting as income. This will be accounted for to the IRS as required on the employee’s W2 for. The Supervisor or Department Director will provide a listing of Employees who have been authorized to take a City vehicle home with the number of days that the City vehicle has been taken home to Human Resources so that those employees driving a City vehicle home will have the correct income added to their pay-check period

Calculation: Usage will be recorded in the payroll system by multiplying the daily dollar amount of \$3.00 times the number of days driven home. Example \$3.00/day X 10 days = \$30.00 entered in the employee record.

Department Directors and/or supervisors are responsible for ensuring that employees properly log the correct days when vehicles were taken home.

Vehicles assignments shall be evaluated based on department provided services, special/critical needs, special skills, emergency status, and frequency of recall after hours. The Department Director will consider the following criteria in approving an employee to be permitted to take a City vehicle home after normal work hours:

- The employee is the primary operator of the vehicle.
- The employee meets the City driving requirements.
- The employee has not had his or her driving privileges revoked or suspended within the last five (5) years.
- The vehicle is to be used to respond to emergencies or as a part of on-call responsibilities.
- The vehicle is used to contribute to the efficiency and/or effectiveness of City operations.
- Has been approved by the City Administrator.

Take home authorization may be revoked by :

- The employee uses the vehicle for personal reasons
- The employee violates any federal or state law
- The employee allows any non-employee or City official to travel in the vehicle or motor-driven equipment without authority.
- The employee fails to comply with the provisions of this policy.
- The employee has a change in job assignment, duties, or responsibilities such as that a take home vehicle is no longer justified or
- When it is in the best interest of the City.

Employees operating take-home City owned or leased vehicles who submit leave notices for three (3) or more consecutive workdays must make arrangements with their supervisor to leave the vehicle and keys for use by other City personnel during such period.

ELIGIBILITY FOR OPERATING A CITY OWNED/LEASED VEHICLES AND EQUIPMENT

No employee shall operate a City vehicle or a piece of equipment without first being trained, instructed, licensed, or certified as may be applicable in its proper operation and use. An employee that knowingly operates a City vehicle or a piece of equipment without the proper license or does not notify their supervisor of their suspended or expired license, will be subject to disciplinary action up to and including termination

To be eligible to operate a City- owned vehicle or piece of equipment, employees shall:

- Be a minimum of 18 years of age (employees 17 years of age may drive in accordance with guidelines from the Department of Labor).
- Maintain a valid Texas driver's license of the type that is required for the vehicle/equipment being operated.
- Have an acceptable driving record. An acceptable driving record shall mean that the employee or applicant has:
 - A. No more than three (3) moving violations within the preceding two years.
 - B. No more than two (2) moving violations within the preceding twelve (12) month period resulting in conviction. (Evidence of traffic violations includes, but is not limited to convictions, "no contest pleas," dismissal for defensive driving purposes, receiving deferred adjudication and current charges).
 - C. Not been convicted of driving while intoxicated within the preceding three (3) years.

By applying for, or continuing employment, in a position that may involve driving a City vehicle or operating City owned equipment, an employee thereby consents to checks of his/her driving record.

Employees who drive City owned vehicles on City business must notify their supervisor immediately of any change in driver's license status, including State suspension, revocation, or restriction. These violations may result in the immediate suspension of the employee's privilege to operate a City owned vehicle or equipment. Additionally, the employee may be subject to disciplinary action up to and including termination.

If an employee is charged with DWI/DUI, City driving privileges shall be immediately suspended pending the final disposition of the charge. If convicted, the employee may be subject to termination. Additionally, an employee who normally drives a City vehicle for business purposes, who has their driving privileges suspended, may not drive their personal vehicle to conduct City business, unless such personal use is approved by the employee's Department Director, and they obtain a State Occupational license, as necessary. A copy of the State Occupational license will need to be given to both the employee's Department Director as well as Human Resources to be placed in the employee's personnel file. It is the responsibility of the employee to pay for all state occupation licensing cost.

GENERAL MAINTENANCE AND CONDITION OF VEHICLES

Assigned employees are responsible for the overall condition of the vehicles assigned to their department. Supervisors and Department Directors shall ensure that all vehicles are maintained in optimum running condition for maximum fuel economy and life span. Vehicles will be always kept clean, inside, and out.

Employees shall not:

- Smoke or utilize any tobacco products, electronic cigarettes or any electronic vapes inside City owned vehicles or motor driven equipment.
- Employees shall not possess, purchase or be under the influence of drugs or alcoholic beverages while operating City vehicles or motor driven equipment.
- Alter the body, design, appearance, or markings of the vehicle.
- Use fuel, oil, or other substances not approved by the department director or
- Perform mechanical repairs unless authorized by the department director.

Each day, employees who operate City owned vehicles or motor driven equipment shall ensure the vehicle or equipment is in a safe, clean, and operable condition by checking the fuel, fluid levels, tires, and overall condition of the vehicle. Employees shall immediately report deficiencies to their supervisor who will take appropriate action to allow a vehicle or piece of equipment to remain in service or remove it for repair. Under no circumstances shall a vehicle or piece of equipment be allowed to remain in service that a serious safety defect such as slick tires, leaking fuel lines, exhaust entering passenger compartment, or defective brakes.

Vehicles shall be kept sufficiently fueled for emergency responses. City personnel shall only keep authorized City equipment and authorized personal equipment in the assigned vehicle.

VEHICLE AND EQUIPMENT ACCIDENTS

If an employee is involved in an accident, in the course of performing their duties, while driving a City or personal vehicle, that individual will be required to follow the specific accident-reporting procedure below.

- Stop the vehicle at the scene of the accident without obstructing traffic more than necessary and stay at the scene of the accident.
- Activate warning/safety lights
- Contact the Police Department or Sheriff's Department as applicable
- Contact supervisor
- Give a statement of facts of the sequence of events to the investigating officer.
- The driver of the City Vehicle will be drug tested as soon as practicable but not later than 32 hours after the accident.

The employee's supervisor will investigate all accidents involving a City vehicle that is a part of their departmental fleet. The supervisor and employee will complete and submit a **City Incident Investigation Report** within 48 hours of the accident to the City Administrator.

An employee that fails to report an accident or injury within eight (8) hours of the accident, or who falsifies any information pertaining to an accident, will be subject to disciplinary action up to and including termination.

Responsibilities of Vehicle and Equipment Operators

- A. Employees shall always operate City vehicles and equipment in a safe and courteous manner. Unsafe, negligent, or reckless driving is prohibited. Drivers must obey all laws.
- B. When unattended, City vehicles shall be legally parked and properly locked
- C. Employees who operate City vehicles or motor driven equipment shall keep vehicle doors and trunk always locked with the ignition turned off and keys in their possession upon every exit of vehicle or motor driven equipment. At no time should a vehicle be left unattended with engine running and/or keys in or on the vehicle. (An exemption to this may be when City vehicles are being used as a cooling station for employees during heat advisory days, and as authorized by the department director.)
- D. Employees utilizing City owned vehicles or motor driven equipment are strongly encouraged to find a safe and secure location and stop their vehicles to use cellular phones and lap top computers.
- E. Employees must immediately report damage or vandalism to their supervisor.
- F. When stopped on any roadway or on the shoulder of a roadway, the driver of the City vehicle shall activate warning/safety lights except when lawfully parked at the curb or street side.
- G. Employees who use City owned vehicles and motor driven equipment should be aware that the operation and appearance of such vehicles reflects on the professionalism of the driver, their respective department, and the City. Accordingly, personnel must be constantly aware of their actions and ensure that their behavior, appearance, and operation exhibit the highest level of professionalism and courtesy.

DISCIPLINARY ACTION

Supervisors will use the following guidelines to decide regarding disciplinary action after a thorough review of all circumstances.

The following shall be grounds for disciplinary action. Such disciplinary action may include suspension or revocation of the use of an assigned vehicle, suspension, or termination.

- Negligence, abuse or misuse-Negligence, abuse, or misuse on the part of an employee in the care or operation of City owned vehicles or equipment.

- Failure to follow procedures and regulations. Failure of an employee to follow the procedures and regulations governing the use of the individually assigned vehicle established herein.
- Traffic law violation. Violations of any traffic law pertaining to the use and operation of a motor vehicle while operating a City vehicle.
- Criminal law violations. Violations of any criminal law in the use of operation of the assigned vehicle pursuant to any law of the State of Texas, City Ordinance, or Federal Law.
- Operating vehicle while possessing/under the influence of drugs or alcohol. Operating a City vehicle while possessing or being under the influence of alcohol or drugs, or consuming alcoholic beverages or using drugs in a City vehicle (immediate termination).
- Excessive accidents. Employees having a combination of two or more Preventable or Chargeable accidents within thirty-six (36) months.

The first preventable vehicle or equipment incident will result in a written reprimand. The supervisor will create a corrective action notice, which will outline a corrective action plan to rectify the problem. The supervisor will inform the employee of possible consequences if the problem is not corrected.

The second preventable vehicle or equipment incident within three (3) years of the first preventable incident will result in suspension and three (3) month probation. The supervisor will create a corrective action notice, which will outline a corrective action plan to rectify the problem. The Supervisor will inform the employee of the possible consequences if the problem is not corrected.

The third preventable vehicle or equipment incident within three (3) years of the first preventable incident will result in immediate termination.

As an additional countermeasure leading to reduced driver error and ticketed incidents, employees may be required to take a Defensive Driving, or a Municipal Vehicle Operations course offered through Texas Municipal League. Employees may also be required to complete additional operation training if it is identified as a contributing factor in the incident.

Employees who fail to report incidents in accordance with department policy may be disciplined up to and including termination.

PERSONAL PHONE

Normally use of a personal phone for personal business during city work hours should be minimized.

With approval of the City Administrator and the Department Director or Supervisor, an employee may elect to use their personal phone for city work instead of a City phone. The phone and phone service must be equal in quality to that provided by the City. The City will pay the employee up to \$35.00 a month if they elect to use their personal phone. To qualify for this

benefit, the employee ~~must~~ will be required to have a phone for City business purposes.

If an employee elects to participate in this option and receive pay for their personal phone, the employee acknowledges and agrees that information on phone use may be subject to an information request as provided by this policy for City Computers and Communication Equipment. This includes call information, ~~texting~~ text messages, ~~and~~ web sites and data downloaded to the phone.

CITY ISSUED CELLULAR PHONES

Where job needs demand immediate access to an employee, the City may issue a City owned cellular telephone to an employee for work-related communications. These phones are intended to be used for business purposes and incidental personal calls should be as brief as possible. It is recognized that employees will use City issued cellular phones for personal use. Abuse of City issued cellular phones can result in disciplinary actions up to and including termination.

Employees shall make no changes to City issued phones as it relates to passcodes and phone identification. Returned cell phones that have been altered that cause the phone to be inoperable upon separation of employment shall be the responsibility of the employee.

Maintenance: Each employee who is assigned a City cell phone is responsible for good care and maintenance of the assigned device. Reasonable precautions should be made to prevent theft of or damage to the cell phone and related equipment.

Replacement: Any person who loses or causes a cellular phone to be disabled or no-repairable may request a replacement phone, if the event that caused the damage can be justified as work related. If an employee requires a replacement phone. Multiple replacements may lead to disciplinary action.

RETURN OF PROPERTY

Employees are responsible for all property, materials or written information issued to them or in their possession or control. Employees must return all City of New Fairview property immediately upon request or upon termination of employment. Where permitted by applicable laws, ~~the City of New Fairview may withhold from the employee's check or final paycheck the cost of any items that are not returned when required~~ failure to return City property or equipment will result in the total amount being deducted from an employee's final check. The City of New Fairview may also take all action necessary to recover or protect its property. All employees are financially liable for all city issued property.

I. POLICY OVERVIEW

The City will provide employees who need computers to work with computer and communications resources, when City management determines that these resources are

appropriate considering the person's job responsibilities. City computer and communication resources provided to a computer user are solely the property of the City and are provided by the City to assist in the conduct of City business only. City computer and communication resources include, but are not limited to:

- A. City provided Personal computers,
- B. City provided Laptops/tough books/thin client devices,
- C. City-provided telecommunication devices (cell phones, ~~Blackberries~~, tablet computers or similar, I-Pads, ~~I-Phones~~ GPS devices and radios),
- D. Software programs (either on the employee's system or on the City network),
- E. Access to the City's business network, including wireless and VPN network access, and network-based devices (laser/color printers, Multi-Function printers, etc.). This includes access to City resources from a device provided by the employee.
- F. Internet access available through the City network,
- G. Any electronic data created by or provided to the employee,
- H. The City e-mail system, including any message transmitted through that system regardless of original source or final destination.

For purposes of this policy, computer users are defined as an authorized employee, volunteer, or contractor of the City who uses City computer resources

II. USE OF COMPUTER AND COMMUNICATION RESOURCES

City computer and communication resources are for use in conducting City business only and may not be used for the computer user's personal gain.

The City strives to maintain a workplace free of harassment and sensitive to the diversity of its workforce. All City policies related to the workplace environment, including policies on Harassment and Sexual Harassment, fully apply to the use of the City's computer and communication resources (particularly including e-mail, internet and mobile text-based services). Therefore, the City prohibits the use of computer and communication resources in ways that are disruptive, offensive to others or harmful to morale.

A computer user shall be responsible for the information contained in this policy, including guidelines and definitions of acceptable and unacceptable uses of City computer systems, e-mail communications, the Internet and other services. The burden of responsibility is on the user to inquire as to acceptable and unacceptable uses prior to accessing the system.

III. CONFIDENTIALITY AND PRIVACY

Any data created, sent or received using the City computing and communications resources, regardless of what device is used to access the message, is and remains the property of the City.

Further, in accordance with State law, all data that is composed, transmitted, or received via City computer systems are considered to be part of the official records of the City and, as such, are subject to the Texas Open Records Act, which may result in disclosure to law

enforcement or other third parties without consent of the sender or receiver. As a result, **there is NO expectation of personal privacy in the use of City computing resources, the Internet or e-mail.**

Certain types of data created and/or stored in the City's computer systems and networks are protected from disclosure under Federal, State, local or other law, including but not limited to personnel/payroll data, privileged communications between attorney and client, and confidential communications exempted from the Texas Open Records Act. Computer users are responsible for protecting the confidentiality of these types of data from intentional or accidental disclosure to unauthorized parties. If there is uncertainty about whether a particular type of data must be protected, obtain permission from the appropriate Department Director.

IV. MONITORING

To ensure compliance with this policy, the City has systems which monitor, review and access any computer resource, including computers, computer files, e-mail and Internet traffic, at any time and without prior notification of any computer user.

A supervisor may monitor the activities of and inspect the files of a specific computer user on his/her computer or network. A supervisor who believes such monitoring or inspection is necessary shall obtain approval from the applicable Department Director and the City Secretary, who will provide the necessary written authorization to the IT Staff.

Additionally, the contents of electronic messages or computer files may be viewed by a system administrator or IT staff in the course of routine maintenance, or as needed for City administrative purposes, including investigation of possible violations of this policy.

City-provided vehicles may also have GPS tracking devices to show the current location, previous locations, status and speed of the vehicle at any time. As needed, supervisors may access systems which provide current and historical information on vehicle movements.

V. PROPERTY, OWNERSHIP AND ACCESS RIGHTS

Computer users are prohibited from stealing or vandalizing City owned computing devices (PCs, laptops, tablets, printers, etc.), and City-owned software and data. All software, data, reports, messages and information received and stored on local and network hard drives or other storage medium (such as portable hard drives or USB storage devices), as well as other products created using the City's computer resources, are the property of the City. An employee shall not access, copy, alter or destroy anyone else's computer files, or portions thereof, without explicit permission (unless authorized or required to do so by law or regulation)

All computer users shall respect the legal protection provided by copyrights, licenses, and federal, state, or local laws and regulations. Copying City-owned or licensed software to another

City computer system, or to a personal/external system is not allowed without the prior written consent of the City Administrator or designee and the employee's Department Director.

The City IT staff, [and/or contractor](#) as managers of the City computer and communications resources, has access to all resources without prior authorization by the user/creator, and reserves the right to set permissions and accessibility rights as it deems necessary to all city computer resources.

VI. REQUIRED COMPUTING PRACTICES

In order to ensure safe usage of City computer resources, all computer users are required to employ the following practices whenever applicable for their situation:

- A. User IDs and passwords. The City's computer systems require that each user have a unique identity, referred to as an Active Directory "User ID" which represents and identifies a user in various system activities, provides access to certain software and data and associates his/her own software and data with his/her identity. (Certain employees may have additional User IDs related to specific systems or websites.) Assuming another person's User ID, or assuming an anonymous identity, is expressly prohibited. **User passwords should be changed every 90 days, as practical.**

The employee is responsible for any modification or access to system information made using his/her User ID. **Therefore, users must not share his/her User ID or passwords and should take care not to leave a system unattended while a user is logged on.**

- B. Internet Content. Due to the nature of Internet and on-line services, the City cannot control the content of messages or information postings on non-City websites or services. The City reserves the right to use available technology to monitor for, and screen out, information that may be offensive, contains viruses or malware, or is not business related, as determined by the City, although technology cannot block all sites that may contain offensive material, nor can the City prevent transmission and/or receipt of all offensive e-mail messages.

- C. Internet connection. Internet use is provided through the use of a dedicated connection, a firewall and a proxy or authorization system. Internet use outside of this configuration is prohibited unless specifically authorized by the IT Staff and ~~appropriate Department Director~~/or contractor.

- D. E-mail Services

- **Any electronic mail message sent or received through the City's computer resources is considered City records.** The City reserves the right to access and use for business purposes the content of any message sent over its e-mail systems, including electronic mail sent over the Internet. An employee should not expect or assume any privacy regarding the content of e-mail communications. Most e-mail communications are subject to disclosure under the Public Information Act. Employees should keep in mind that any written communication, whether by e-mail or otherwise, could be publicized under Texas law.

 - When communicating with individuals, groups, or institutions, an employee does so as a representative of the City. A user of City-provided e-mail systems shall use these systems in a professional manner.

 - A user shall represent him/herself according to his/her true and accurate identity in any electronic message, file and transaction at all times.

 - Incidental and occasional personal use of electronic mail may be permitted within the City, but such messages will be treated the same as other messages.
- E. Computer Virus Issues. The City desires to protect its computing resources from both the intentional and unintentional introduction of any computer virus. Therefore, an employee shall also take responsibility by practicing safe computing, including the following computing guidelines:
- Leave the anti-virus software running on his/her computer.
 - Exercise care when receiving Internet e-mail or outside files on external media (such as a USB "flash drive"), particularly if the originator is unknown. Running programs directly from a USB "flash drive" or downloading/installing software from the Internet without IT staff involvement, is prohibited.
 - Immediately report any suspicions of viruses to the IT Staff.
 - [All appropriate employees are required to take the annual cyber security training, as required by state law.](#)
- F. Remote Access and Wireless Access. Employees, vendors, contractors or other users who access resources inside of the City network must use an access method provided or approved by the IT Department [and/or contractor](#). The City provides Virtual Private

Network [VPN] software which is suitable for most requirements in this area. If an outside party requires an Internet-based remote access service (such as GoToAssist, Webex, etc.) to access City resources, it must be approved by the IT Staff, and/or **contractor** must be continuously monitored by a City employee while the remote connection is active.

In addition, only wireless equipment provided by the City IT staff may be used on the City network - computer users are expressly prohibited from connecting other wireless routers or access points to the City network, since this represents a potential security risk to the entire network.

- G. Purchasing and Upgrade Processes. To provide the most cost-effective and efficient service, any hardware or software acquisition, whether new or upgrades, shall be coordinated with the ~~requesting department and~~ IT Staff and/or **contractor** before a purchase is made. If found in violation, a system may not be supported and may be removed from service. In order to ensure compatibility and avoid possible problems, hardware and software installations shall be made by the IT staff and/or **contractor**.

Physical software license documents and software ~~installation disks~~ **product keys** are stored by IT.

- H. Telephone movement. The IT Department is required by State law to maintain an accurate, up-to-date database with the physical location of each telephone handset in the City's phone system. This database is used by emergency systems which direct emergency personnel to the handset's location when the user dials 911. For this reason, employees **are required** to contact IT staff to move a telephone handset to another location, even if the new location is within the same building.

- I. Portable Computing Devices. The City may issue a portable computing device (laptop, Toughbook or tablet device, plus chargers or other accessories) to an employee for the purpose of completing their job function. By accepting the device, the employee agrees to the following rules:

- The employee is required to exercise due care for the physical security of the device at all times. This includes, but is not limited to, protection from theft, protection from heat, moisture or other elements, protection from drops, shocks, scratches, crushing or other excessive forces.
- If a protective cover or case is provided for the device, the user must ensure that the

cover/case is used at all possible times.

- Employees do not allow any unauthorized use by any person.
- The City will install management software on the device which may allow for tracking of the device, and also to manage software on the device. The employee agrees not to alter or disable this software.
- In the event the unit is damaged, the unit **must** be returned to the Department Director for repair/replacement.
- The City reserves the right to charge employees for negligent or malicious damage to an assigned device, or if the device is reported as lost.

J. Employee-provided devices. The City may permit employee-provided telephones or tablet devices to connect to the City network to access specific applications and data (for example, email and calendaring services). Such access must be approved by the employee's Department Director. The City reserves the right to limit the brand/model of devices permitted to access the network, to discontinue a specific brand or type of device in the future, allow the City to run management software on the device, and to require that the employee follow certain security standards as a condition of allowing the device to connect to the City network.

K. Unacceptable Computer and Internet Usage. Users are not allowed to use the City's computer resources in any manner identified in this section. ~~Specific exemption to these unacceptable uses may be made for Police Department investigations with the approval of the Chief or his/her designee, (who will provide the necessary authorization to the City Administrator or designee).~~ Such unacceptable usage includes, but is not limited to:

- Use of City computers, systems, communication equipment, the Internet or any other on-line service for any purpose which violates any City, state or federal law.
- Destruction or damage to equipment, software, or data belonging to the City or others.

- Use of city computers and communication equipment for private business, commercial purposes or personal financial gain, including external consulting, commercial advertising, or for online purchasing of personal items, etc.
- Inappropriate or excessive personal use of electronic mail, Internet or other computer resources, including social media and computer gaming.
- Viewing, sending, copying or soliciting of sexually oriented messages or images.
- Accessing internet sites which are "adult-oriented" in nature, or which offer gambling services, or which contain obscene content of any nature.
- Use to defraud, threaten, libel or harass others, including transmission of offensive or harassing statements or images that disparage others based on their race, national origin, sex, sexual orientation, age, disability, religious beliefs or political beliefs; Impersonation of any person or communication under a false or unauthorized name.
- Inappropriate mass mailing, "spamming" or "mail bombing".
- Tampering with any software protections or restrictions placed on computer applications or files or attempting to circumvent local or network system security measures.
- Knowingly or maliciously introducing any invasive or destructive programs (i.e., viruses, worms, Trojan Horses) into City computers or networks or intentionally developing programs designed to harass other users or infiltrate a computer or computing system and/or damage or alter the software components of same;
- Attempting to damage, interfere with or disrupt operation of computing equipment, services, or network or data communications lines.
- Using City computing resources for purposes other than those intended by the department authorizing access, including allowing access by unauthorized persons.

- Attempting to modify City-owned or licensed software or related data files without prior written approval by the city's IT Department.
- Using City computer resources (particularly large amounts of printer or plotter use) for fundraising, partisan politics, charity or public relations activities not specifically authorized by the Department Director **and** not related to City activities.
- Intentionally seeking information or security access rights on, obtaining copies of, or modifying files or data without proper authorization.
- Intentionally copying or printing any software, electronic file, program or data using City provided computer systems, internet or other, on-line services without a prior, good faith determination that such copying or printing is, in fact, permissible. Any efforts to obtain permission should be adequately documented.

Violation of Policy. A user who violates this Policy, including engaging in inappropriate and/or unacceptable use of the City's computer and communication resources, shall be subject to revocation or suspension of user privileges and/or disciplinary action, up to and including termination of employment.

SOCIAL MEDIA POLICY

~~Purpose: This policy establishes guidelines for the establishment and use of social media sites by the City of New Fairview (including but not limited to Facebook and Twitter) as a means of conveying City information to the public.~~

~~The intended purpose behind establishing City of New Fairview social media sites is to disseminate information from the City, about the City, to its citizens.~~

~~The City of New Fairview has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on City social media sites.~~

~~For purposes of this policy: social media" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include, but are not limited to Facebook, blogs, RSS, YouTube, Twitter, LinkedIn, Pinterest, Delicious, Foursquare and Fliker. For purposes of this policy: "comments" include information, articles, pictures, videos or any other form of communication content posted on a City of New Fairview social media site.~~

~~General Policy:~~

- ~~1. The establishment and use by any City department of City social media sites is subject to approval by the City Administrator or his/her designee. All City of New Fairview social media sites shall be administered by City Secretary, department directors, or department director's designee.~~
- ~~2. City social media sites should make clear that they are maintained by the City of New Fairview and that they follow the City's Social Media Policy.~~
- ~~3. Wherever possible, City social media sites should link back to the official City of New Fairview website for forms, documents, online services and other information necessary to conduct business with the City of New Fairview.~~
- ~~4. The Public Information Officer will monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City of New Fairview.~~
- ~~5. The City reserves the right to restrict or remove content that violates its Social Media Policy or any applicable law. Any content removed based upon these guidelines must be retained by the City Secretary for a reasonable period of time, including the time, date and identity of the poster, when available.~~
- ~~6. These policies must be displayed to users or made available by hyperlink.~~
- ~~7. The City will approach the use of social media tools as consistently as possible, entity wide.~~
- ~~8. The City of New Fairview's website at www.newfairview.org will remain the City's primary and predominant internet presence.~~
- ~~9. All City social media sites shall adhere to applicable federal, state and local laws, regulations and policies.~~

- ~~10. — City social media sites are subject to the Texas Public Information Act. Any content maintained in a social media format, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.~~
- ~~11. — Comments on topics or issues not within the jurisdictional purview of the City of New Fairview may be removed.~~
- ~~12. — Employees representing the City government via City social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.~~
- ~~13. — This Social Media Policy may be revised at any time.~~

~~Comment Policy:~~

- ~~1. — As a public entity the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.~~
 - ~~2. — The intended purpose for establishing City of New Fairview social media sites is to disseminate information from the City, about the City, to its citizens.~~
 - ~~3. — Comments containing any of the following inappropriate forms of content shall **not** be permitted on City of New Fairview social media sites and are subject to removal and/or restriction by the Public Information Officer or his/her designee.~~
- ~~• Comments not related to the original topic, including random or unintelligible comments.~~
 - ~~• Profane, obscene, violent, or pornographic content and/or language.~~
 - ~~• Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin.~~
 - ~~• Defamatory or personal attacks.~~

- ~~• Threats to any person or organization.~~

 - ~~• Comments in support of, or in opposition to, any political campaigns or ballot measures.~~

 - ~~• Solicitation of commerce, including but not limited to advertising of any business or product for sale.~~

 - ~~• Conduct in violation of any federal, state or local law.~~

 - ~~• Encouragement of illegal activity.~~
 - ~~• Information that may tend to compromise the safety or security of the public or public systems.~~

 - ~~• Content that violates a legal ownership interest, such as a copyright, of any party.~~
- ~~4. A comment posted by a member of the public on any City of New Fairview social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of New Fairview, nor do such comments necessarily reflect the opinions or policies of the City of New Fairview.~~

 - ~~5. The City of New Fairview reserves the right to deny access to City of New Fairview social media sites for any individual, who violates the City of New Fairview's Social Media Policy, at any time and without prior notice.~~

 - ~~6. Departments shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.~~

 - ~~7. When a City of New Fairview employee responds to a comment, in his/her capacity as a City of New Fairview employee, the employee's name and title should be made available, and the employee shall not share personal information about himself or herself, or other City employees.~~

 - ~~8. All comments posted to any City of New Fairview Facebook site are bound by Facebook's Statement of Rights and Responsibilities, located at <http://www.facebook.com/terms.php>, and the City of New Fairview reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.~~

The purpose of the City's social media presence is to establish a greater level of transparency of City government and services. Build a one-on-one connection that creates an open dialogue with residents and other interested parties, to be able to publish time sensitive information to residents and media quickly. This policy establishes procedures for the City's participation in various social media venues and to establish the standards for posting, allowing, or forbidding certain content and commentary on social media sites which include but not limited to Facebook, YouTube, and Twitter. The City encourages the uses of social media to convey information from the City to its citizens, to facilitate a sense of community and for residents and for residents and to allow businesses to communicate with and obtain information about the City. The City's website will remain the primary avenue for release of information to reach a broader audience and encourage citizen participation. Nothing contained in any social media site constitutes a binding representation, view, position, opinion, agreement, or endorsement on behalf of the City.

All Department Directors are responsible for their subordinate's compliance with the provisions of this policy and for investigation non-compliance.

DEFINITIONS

Social Media- Are third party websites containing information that is intended to facilitate communications, influence interaction with peers and with public audiences about some topic, typically via the Internet and mobile communication networks. Types of social media include by are not limited to, Facebook, Twitter, Instagram, and any other social media outlet that serves the purpose of information sharing.

City Social Media Sites- are pages, sections or posting on Social Media websites that are established or maintained by an employee of the City who is authorized to do so as part of the employee's job. City Social Media Sites are intended to be used for City business, to communicate with office holders or City staff, and/or communicate or gather feedback from the residents and other interested parties.

City Social Media Content- is the practice of engaging in business and/or social contacts by making connections via interactive Web based applications.

Social Networking- is the practice of engaging in business and/or social contacts by making connections via interactive Web based applications.

Blog- is a web site that contains an online personal journal with reflections, comments, and often hyperlinks provided by the writer.

Post- is to display an announcement in a place for public view on social media outlet.

Comment- means a response to a City article or social media content submitted by any person or entity.

Link- is short for hyperlink which connects a hypertext file to another location or file typically activated by clicking on the highlighted word or icon at a particular location on the screen.

Public Information- is any information collected, assembled, or maintained by the City in the transaction of official business pursuant to chapter 552 of the Texas Government Code.

GUIDELINES:

General Regulations of City Social Media Sites

All official City presences on social media sites or services are considered an extension of the City's computer information network and are governed by the policies.

Respect copyrights and fair use. All postings must comply with the applicable federal, state, and local laws and regulations and retention schedule according to the Texas Local Government Code Chapters 102 and 205. Records required to be maintained pursuant to the Texas State Library and Archives Commission records retention schedule shall be maintained for the required retention period in a format that preserves the integrity of the original record and is easily accessible using the usual or approved City platform or tools.

Information collected at the this site, become public record that may be subject to inspection and copying by members of the public, unless an exemption in law exists according to the Texas Public Information Act.

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

It is preferred that only one social media account per platform exists for the City. This is to create a singular source of free-flowing information that City residents will be able to always access easily.

Those wishing to launch new City Social Media sites, add site pages, or add content to the City's site should their request in writing or via email to the City Administrator. If the guest is approved, any login and passwords to the information must be shard with the City Administrator's office.

Employees creating or posting information to a City Social Media Site must always conduct themselves in a professional manner as a representative of the City in accordance with all City policies.

The City Administrator may disable a City Social Media site or prohibit posting of City social media content to a site at any time for any reason, including but not limited to violation of this policy, improper content, lack of use or disinterest by the public, or department's failure to properly maintain the site. The City reserves the right to remove any content that is not within these guidelines while retaining said content of the appropriate records retention according to state law.

Remember that your postings are ultimately your responsibility.

CONTENT OF SOCIAL MEDIA SITES:

A. Employees using social media sites whether as an administrator or as a responder to a posting will follow these principles:

- Keep post factual and accurate. If a mistake is made, admit to it, and post a correction as soon as possible
- Reply to comments in a timely manner, when a response is appropriate. Never get in an argument with a citizen on a City maintained social media site. Do not respond with opinion or conjecture – only respond with complete facts.
- Understand that postings are widely accessible, not retractable, and will be around for a long time, so consider content carefully.
- Ensure your comments do not violate City’s privacy, confidentiality, and applicable legal guidelines for external communication.
- Ensure you have the legal right to publish others’ material including photos and articles pulled from other sites.
- Remember that your postings are ultimately your responsibility.

B. Social Media Terms of Use for Employee/ General Public:

- Persons may permanently be excluded from City social media pages if acting contrary to these rules. Persons who repeatedly break rules will receive a warning prior to removal.
- Persons writing more than 250 characters may be asked to rewrite.
- Anyone using profane language or posting any information that could be considered disrespectful dialogue will be asked to reword their post or it will be deleted.
- Content shall not be that is confidential according to the Texas Public Information Act.
- Comments must not be in support of or opposition to political campaigns or ballot measures; Postings for electoral campaign purposes will not be published.
- Content will be removed that promotes, fosters, or perpetuates discrimination based on race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
- Sexual content or links to sexual content is not permitted.
- Conduct or encouragement of illegal activity is not permitted.
- Posted content must be relevant to the City of New Fairview.
- Information or references to the personal addresses, personal telephone numbers, personal email addresses, family members or other personal information of City officials or City employees, shall not be posted.
- No attacks on individual character will be permitted.
- Commercial promotions or spam, shall not be posted.
- Links to websites or pages of outside vendors that are not related to the purpose of the media site.
- You are legally responsible for what you write, and it must not breach any law, confidentiality, or copyright. Because you are responsible for your statements, be careful about exaggeration, innuendo, etc.

- Comments must contribute and be relevant to the dialogue that is being discussed.
- The City reserves the right to restrict or remove any content deemed in violation of the terms outlined in this policy. Any content removed based on these guidelines will be retained including the time date and identity of the poster when available. The City of New Fairview reserves the right to update these terms of use.

EMPLOYEE SOCIAL MEDIA USE

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 problem 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 City; or harming the goodwill and reputation of the City in the community at large. In the area of social media (print, broadcast, digital, and online), employees may use such media in any way they choose during non-working hours 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 off-duty use of social media:

- Employees are strictly prohibited from publishing any personal information about themselves, another employee of the City, or a customer in any public medium (print, broadcast, digital, or online) that:
 - has the potential or effect of involving the employee, his/her co-workers, or the City in any kind of dispute or conflict with other employees or third parties.
 - interferes with the work of any employee.
 - creates a harassing, demeaning, or hostile working environment for any employee.
 - disrupts the smooth and orderly flow of work within the office, or the delivery of services to the City's customers.
 - harms the goodwill and reputation of the City among its customers or the community at large.
 - tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the subject of the information.
 - reveals proprietary or confidential information.
- Should an employee decide to create a personal blog, the employee should be sure to provide a clear disclaimer that the views expressed in the blog are the author's alone and do not represent the views of the City.
- Do not discuss the City's customers, or finances without the City's express written consent to do so.
- Do not use any City logos or trademarks without prior written consent of the City.
- Do not make any unauthorized references of any kind to any former employees of the City on social media sites.

An employee who violates this policy will be subject to disciplinary action, up to and including termination of employment. The absence of explicit reference to a particular site does not limit the extent of the application of this policy. If no policy or guideline exists, the City's employees

should use their professional judgment and follow the most prudent course of action. If an employee is uncertain, consult with their supervisor or the City Administrator before proceeding.

SECTION 7: WORK ENVIRONMENT SAFETY

Some of the best safety improvement ideas come from employees. Those with ideas, concerns or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or with another supervisor. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or where appropriate, remedy such situations may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures. Following an accident, the City of New Fairview may require the employee to undergo drug testing in accordance with the drug testing policy in this section.

SMOKING

In keeping with the City of New Fairview's intent to provide a safe and healthful work environment, smoking and tobacco products, including cigarettes, cigars, pipes, water pipes (hookahs), electronic cigarettes, snuff, chewing tobacco, and any non-FDA approved nicotine delivery service, is not permitted inside any City buildings are prohibited throughout the workplace. This policy applies equally to all employees, customers and visitors. Areas may be designated where smoking is allowed before or after work, or during brief authorized breaks, these areas must be a minimum of 25 feet from any city building.

EMERGENCY CLOSINGS

~~At times emergencies such as severe weather, fires, power outages or earthquakes can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. Closings may be declared by the City Administrator and/or the City Administrator's designee.~~

~~When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work these days will receive regular pay.~~

Occasionally, severe weather may create a serious transportation hazard and make it difficult for employees to arrive at work. Management evaluates such situations carefully before determining whether to close the City. Typically, during severe weather, the City will close and/or delay opening in accordance with the Northwest Independent School District's (NISD), or Wise County determination and schedule. The decision will be made by the City Administrator, and this information will be posted on the City's website.

You should report to work unless you believe the weather proves to be an actual safety threat or a City closing has been announced. You should use appropriate discretion in determining whether to attempt to come to work. If the City has not announced a closing and you will be late or absent from work due to the severe weather, you must notify your supervisor as soon as possible.

A nonexempt employee scheduled to work on a day on which the City is officially closed, opens late, or closes early, will receive his/her normal pay for the day, unless he/she arrives after or leaves prior to the time the closing was effective. If an employee has previously scheduled vacation or called in with an excused absence, he/she will be charged with the time off as originally scheduled.

When the City is not officially closed, nonexempt employees will not be paid for time missed due to severe weather unless they use available personal time. Based upon individual circumstances, the supervisor may allow an employee to make up any missed time due to severe weather if the time is made up within the same workweek.

VISITORS IN THE WORKPLACE

To ensure the completion of assigned work, the safety and security of employees and visitors, and to protect City resources and facilities, only authorized visitors are allowed for any extended period of time in the workplace. An extended period of time is defined as longer than five (5) minutes. Restricting unauthorized visitors helps to maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare and avoid potential distractions and disturbances.

The employee or visitor must speak with the employee's director or supervisor and obtain permission prior to visiting the employee. Visitors are not authorized to enter a construction work site where safety is a concern. Visitors are not allowed to enter an employee workspace or behind a desk or area where sensitive information is managed, or financial resources are controlled. If necessary, the employee shall leave the work site to meet with and speak with a visitor.

Employees who endanger themselves, other employees or visitors, who endanger city equipment or resources, or who allow assigned work to be stopped for an extended period of time by not following these guidelines may be subject to personnel action.

~~DRUG-FREE WORKPLACE~~

PURPOSE

~~It is our responsibility to our citizens to assure that we deliver the highest degree of service, which can only be delivered by drug-free employees. For this reason, the City will seek to prevent drug use/abuse during an employee's course of employment with the City. Drug and/or alcohol testing will be conducted based on reasonable suspicion, following accidents, prior to employment and randomly for certain employees. Due to the importance of the policy, the City reserves the right to conduct searches and inspections of employees and their personal property to the extent permitted by law. The City has and may, within its sole discretion, conduct inspections at any time of any and all City property which may include lockers, gloveboxes of City vehicles, desks, and computers.~~

POLICY

~~In order to maintain a drug-free workplace, an employee may not manufacture, distribute, dispense, possess, use or be under the influence of the following substances or drug paraphernalia while in the workplace, during working hours, otherwise discharging duties as a City employee, or in a City vehicle:~~

~~A. — Illegal drugs, controlled substances, or controlled substances analogues as used in this policy is defined by Texas Health and Safety Code, as amended. Marijuana and abusable glues and aerosol paints (inhalants), outside of the employee's normal job function, as defined in Vernon's Texas Codes Annotated Health and Safety Code, as amended Section 485.001.~~

~~B. — Alcoholic beverages means alcohol or any beverage containing more than one-half of one percent of alcohol by volume alone or when diluted.~~

~~C. — Drug paraphernalia means equipment, a product or material of any kind that may be used in connection with drugs, as defined in the Texas Health and Safety Code. Under the influence of drugs means a presence in the body or urine of a quantity of a drug sufficient to register a positive result on the drug screen utilized by the City.~~

~~Under the influence of alcoholic beverages is defined as follows:~~

- ~~1. — Not having the normal use of mental or physical faculties by reason of the introduction of alcohol into the body; or~~
- ~~2. — Having an alcohol concentration equal to or greater than 0.04 grams of alcohol per 210 liters of breath.~~

TESTING

~~To ensure compliance with the rules of this policy, the City may require that an employee or job applicant submit to a test to detect the presence of illegal drugs or alcohol and as a condition of employment or continued employment under the following circumstances:~~

~~A. — Prior to employment with the City, all applicants will be required to submit to a drug or alcohol test as part of the pre-employment screening process. An unconditional job offer may be extended when results are negative. A job offer must be revoked if given prior to a positive test result.~~

~~B. Post-incident drug testing is mandatory under the following circumstances:~~

- ~~1. If an employee is involved in an accident and/or damages property and another person is involved.~~
- ~~2. When an employee who possesses a Commercial Driver's License (CDL) is involved in a fatal crash, even if the driver is not cited for a moving violation.~~
- ~~3. When an employee who possesses a CDL is cited for a moving violation that results in either the vehicle being towed from the scene or someone is medically evacuated from the scene.~~

~~Breath alcohol tests must be conducted within 8 hours of the accident and drug screens must be conducted within 32 hours of the accident for employees who possess a CDL.~~

~~C. Supervisors will utilize the City's Reasonable Suspicion Analysis checklist and will direct a drug test when:~~

- ~~1. A supervisor believes an employee who sustains an on-the-job injury requiring medical attention may be under the influence of drugs and/or alcohol.~~
- ~~2. A supervisor believes an employee who is involved in an accident and/or damages property and no other person is involved may be under the influence of drugs and/or alcohol.~~

~~D. All employees who are subject to Department of Transportation rules regarding safety sensitive positions will be subject to a breath test for alcohol and urine test for the presence of illicit drugs at detectable limits established by the DOT.~~

~~F. The City reserves the right to utilize any drug or alcohol test performed by local law enforcement officials or appropriately trained medical personnel.~~

~~NOTIFICATION~~

~~Pursuant to the Drug-Free Workplace Act of 1988, the City requires all employees to notify their supervisor of any criminal drug related conviction (state or federal) no later than five (5) days after the conviction. This requirement does not relieve the employee of the obligation to report an arrest under this policy.~~

~~OVER-THE-COUNTER/PRESCRIPTION DRUGS~~

~~A. The City reserves the right at all times to determine the effect(s) that any medication (prescribed or over-the-counter) may have upon an employee's work performance and to restrict the employee's work activity or presence at the work place accordingly.~~

~~B. Employees are directed to notify his/her supervisor when he/she is taking medication that has the potential to affect motor skills and mental clarity. Failure to provide this notification creates an unacceptable risk and will result in disciplinary action up to and including termination.~~

~~REHABILITATION~~

~~A. — The City encourages employees and their dependents to seek early voluntary treatment for substance abuse problems through the City's Employee Assistance Program (EAP), which provides counseling and referral services.~~

~~B. — However, those who are discovered by drug testing, being visibly intoxicated or having a detectable amount of alcohol in their system while on the job, or being in possession of controlled substances or alcoholic beverages while on duty will be subject to disciplinary action up to and including termination.~~

~~REFUSAL~~

~~Refusing to submit to drug or alcohol tests when required by the City will result in non-selection for a job applicant or immediate termination for current employees.~~

~~POSITIVE RESULTS~~

~~A. — Termination of an employee or automatic rejection of a job applicant will occur when an employee or job applicant tests positive for the presence of alcohol or controlled substances. All breath samples with an alcohol concentration of 0.04% or greater will result in termination. An alcohol concentration of 0.02% or greater, but less than 0.04% may be subject to disciplinary action up to and including termination.~~

~~B. — If an employee is subject to DOT rules regarding safety sensitive positions, those rules will take precedence over the rules in this policy pertaining to drug and alcohol testing and detectable limits. However, disciplinary actions if necessary, will occur under the full extent of this policy.~~

~~C. The following circumstances will serve as an affirmative defense under this chapter:~~

~~1. — If an employee or job applicant has a valid prescription from a licensed medical practitioner for the positively tested controlled substance.~~

~~2. — If an employee or job applicant has ingested an over-the-counter medication administered in accordance with the manufacturer's instructions.~~

~~3. If an employee or job applicant has a valid prescription from a licensed medical practitioner for a controlled substance that was taken for a therapeutic purpose that was taken in accordance with instructions.~~

~~The burden of proving such an affirmative defense will rest on the employee or job applicant and not the City. These affirmative defenses will not apply if the drug or medication may have impaired the employee's ability to function safely and the employee failed to notify his/her~~

~~supervisor and the City Secretary.~~

SUBSTANCE ABUSE AND ALCOHOL CONSUPTION

The City is dedicated to providing and maintaining a safe, healthy, and productive working environment free from drugs, alcohol, and other controlled substances. It is a violation of the City's policy for an employee to:

- report for work or perform work duties under the influence of alcohol, illegal drugs or inhalants, or other controlled substances.
- manufacture, sell, distribute, dispense, possess, purchase, or use alcohol, illegal drugs or inhalants, or other controlled substances in the workplace.
- use legal drugs in an improper manner.

Improper use of legal drugs refers to the use of prescription medication not prescribed for current personal treatment by a licensed medical professional, or the use of prescription or nonprescription medication to an extent or in a manner that impairs the performance of an employee's job duties. No prescription drug is to be brought on City property by any employee other than the employee for whom it is prescribed. Such drug must be used by said employee only in the manner, combination, and quantity prescribed.

The City reserves the right to implement testing for illegal drugs or inhalants, alcohol, or other controlled substances. Such testing may be implemented in any of the following circumstances:

- Upon consideration of an applicant for employment
- Following a work-related accident (at the discretion of management)
- If an employee has been observed using a prohibited substance on the job
- If an employee exhibits a severe or prolonged reduction in productivity
- If management has other reasonable suspicion as grounds for testing such employee

Any employee convicted of a criminal drug statute violation must notify their supervisor or the City Administrator immediately after such conviction.

The City's group health insurance may provide limited coverage for expenses related to substance abuse treatment or rehabilitation programs. Employees should contact their supervisor for information regarding any such assistance. In accordance with all applicable laws, disciplinary action, up to and including termination of employment, may be enacted at any point for violation of the SUBSTANCE ABUSE AND ALCOHOL CONSUMPTION policy, regardless of any rehabilitation or counseling programs offered.

Employees are prohibited from consuming alcohol or being under the influence of alcohol while performing work on behalf of the City. Intoxication will not be permitted, and any employee who is intoxicated or who appears to be intoxicated will be subject to disciplinary action.

CITY OF NEW FAIRVIEW PERSONNEL POLICY WEAPONS CONTROL

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help protect employees from workplace violence by providing policies for employees carrying firearms on City property.

Weapons Restrictions. Unless specifically authorized by the City Administrator in accordance with this policy, no employee, other than a licensed peace officer, shall ~~carry or possess a firearm or other~~ be in possession of a prohibited weapon on City property, in a City-owned vehicle, while on duty, or at any time while engaging in City-related business. Prohibited weapons include, but are not limited to, ~~firearms~~, clubs, explosive devices, knives with blades exceeding 5-~~V~~2 inches, switchblades, etc. Employees do not have an expectation of privacy and the City retains the right to investigate and search for ~~firearms or other~~ prohibited weapons on City property.

The City Administrator may specifically authorize an employee to carry a handgun in accordance with this policy. Employees authorized to carry a handgun on City property may only carry in a concealed manner after receiving written approval from the City Administrator. To be eligible to carry a concealed handgun on City property the employee must be legally licensed CHL holder by the State of Texas to carry a handgun and provide a copy of the current license to carry to the City Administrator. A new license shall be presented in the month the license is obtained, and then by January 31st each year thereafter. The City Administrator shall confirm the validity of an employee's license to carry and place a copy in the employee's personnel file. The City Administrator may require an employee to receive additional firearm training prior to being authorized to carry a concealed handgun on City property. The City Administrator has discretion to withdraw an employee's authorization to carry a concealed handgun at any time and without cause. **There shall be no handling of weapons unless in a defensive use.**

While on City property, employees are solely responsible for concealing their handgun in a safe and secure manner so that it is not accessible by other employees or members of the public. An employee authorized to carry a handgun on City property has a heightened duty to not harass, intimidate, or threaten violent behavior toward anyone whether the conduct occurs on-duty or off-duty.

Employees lawfully possessing any firearms or other weapons in their personal vehicles, NOT a City vehicle, must lock the vehicle when it is parked in a City parking lot and/or space.

Mandatory Reporting of Weapon Restriction Policy Violations.

Department Directors are responsible for ensuring employees comply with the provisions of this policy. Any employee observing another employee violating the Weapons Restrictions must immediately notify his/her supervisor and Department Director who must report to the City Administrator. The supervisor, Department Director or City Administrator who receives a verbal complaint from an employee shall document in writing the alleged Weapon Restriction policy violation, the date the verbal complaint was received and the name of the employee making the complaint. Any employee who observes a Weapons Restriction violation by an employee causing a disturbance or behavior that raises concern for safety should:

Move to a safe location.

Notify a supervisor immediately. Call 911.

When appropriate, harassment, intimidation, and threats and incidents of violence will be documented. Documentation will be maintained by the City Administrator and/or the Police Department.

Confidentiality. To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of employees complying with the mandatory reporting requirements for Weapons Restriction violations and/or acts or threats of violence and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law, such as the Texas Public Information Act.

City Property. For purposes of this policy, City property includes but is not limited to owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, ~~recreation centers, swimming pools,~~ and parks.

Policy Violations. Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations that involve a criminal act may also result in arrest and prosecution

~~ATTENDANCE AND PUNCTUALITY~~

~~To maintain a safe and productive work environment, the City of New Fairview expects employees to be reliable and punctual in reporting for work. Absenteeism and tardiness place a burden on other employees. In the rare instance when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence by a phone call or by a phone message.~~

~~Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and, including termination of employment.~~

~~All time off, including sick, vacation, etc., must be reported as follows: employees must notify their immediate supervisor, Department Directors must notify the City Secretary and the City Administrator.~~

ABSENTEEISM AND TARDINESS

The City expects all employees to assume diligent responsibility for their attendance and promptness. If you are unable to work because of illness; you must notify your supervisor at least thirty (30) minutes prior to the start of your shift on each day of your absence.

GUIDELINES:

- A. When you have advance knowledge of an impending absence, you must request permission to be absent at least (3) days in advance of the schedule absence, or as soon as you become aware. The request should be submitted and approved by your supervisor. Some departments may have additional requirements because of scheduling and shifts.
- B. Should you have a personal, or family emergency or illness, and are unable to provide advanced notice of your absence, you must notify your Supervisor as soon as permitted by the emergency circumstance.
- C. If you expect to be late for the start of your shift, you must call you supervisor and inform them of your delay.
- D. Only under emergency situations may a family member contact your supervisor to notify of your absence.
- E. If you are absent from your job, due to an illness, for three (3) or more consecutive workdays, a doctor's note may be requested upon your return. The doctor's note should provide the date of your illness or injury when you were seen or under the physician's care and release that allows you to return to work with or without limitations.
- F. In addition, an employee who the City suspects is abusing this policy (e.g., habitually tardy, unacceptable absenteeism, etc.) may be required to submit a physician statement or to be examined by a city designated physician

DISCIPLINE

An employee who fails to properly notify the appropriate personnel in advance of an absence or tardiness may be subject to disciplinary action.

If you are absent from your shift and have not contacted your supervisor regarding your absence for two (2) consecutive days you will have been considered to have abandoned the job without notice, effective at the end of their normal shift on the second day.

~~PERSONAL APPEARANCE~~

~~As a requirement for employment, City employees will dress in a clean, orderly and professional manner. The City Administrator may provide written direction from time to time to clarify any questions about what constitutes a clean, orderly and professional appearance. A clean, orderly, and professional appearance reflects on the City as an organization and helps communicate that the City intends to conduct its services in a professional manner.~~

~~Operational public contact employees shall wear City issued uniforms while on duty to aid in their identification, enhance security, and promote the professional image of the organization.~~

DRESS CODE

PURPOSE

To have the City of New Fairview employees project a high standard of personal cleanliness, always grooming and professional appearance during working hours with business casual attire or uniforms. The dress code guidelines in this policy are designed for the employees to maintain a neat business-like but comfortable professional image to the public and fellow employees.

GENERAL

The dress code guidelines apply to all full-time, part-time, temporary, seasonal, employees. Clothing must be in good condition, pressed, clean, properly fitting, and appropriate to position. Employees shall always wear appropriate shoes when working in the City and/or at City offices.

For attendance at Council Meetings and other meetings outside the City of New Fairview's offices, business casual employees. .

Supervisors are responsible for:

- Administering this dress code.
- Determining appropriateness if questionable attire.
- Counseling when necessary.
- Determining special department needs.

An employee shall refrain from wearing apparel that is low-cut, strapless, back-less, tank top style (with straps less than 2 inches wide), excessively tight or excessively short.

UNIFORMED EMPLOYEES

Employees required to wear uniforms and/or specified apparel will be provided new uniforms and apparel with required insignia upon employment. Replacement uniforms and apparel will be furnished at the City's expense on "as needed" basis and per individual Department Guidelines.

Uniform shirts must be worn buttoned and always tucked in. Uniform trousers/pants must be worn free of rips, holes, or tears.

Each Department determines what type of footwear to be worn based on the safety needs of the job. Uniformed employees who terminate employment with the City must return all uniforms and apparel issued by the City before his/her final paycheck is issued. Department Directors are responsible for the removal and return of identifying patches and insignia.

Employees will not wear City-issued uniforms, including any issued hat, for other than City work. However, uniforms may be worn to and from work, including any incidental stops that may occur while on the way to and from work (examples include basic errands such as trips to the bank or grocery store). An employee who wears the City of New Fairview uniform is representing the City of New Fairview and will always conduct themselves in a professional manner whether the employee is on or off duty or outside of the City of New Fairview.

PERSONAL HYGIENE

Well-groomed employees should be aware that it is necessary to include daily bathing, the use of deodorant and the practice of good dental hygiene in their personal habits to project a professional appearance and non-offensive work environment.

Based on the safety needs of the job, employees with long hair must wear it tucked under a cap or hat. Employees with facial hair must be neatly trimmed. Supervisors or Department Heads will make the determination when this will be needed.

TATTOOS AND BODY PIERCING

Generally, tattoos that have depictions of violence, foul language, nudity, or symbolism that may be considered offensive must be covered by clothing during working hours. Generally, body piercing is not acceptable, especially where work involves construction or use of equipment that might catch and cause an accident or injury.

ENFORCEMENT

Department Directors and supervisors are responsible for monitoring and enforcing this policy. The policy will be administered according to the following action steps:

- If questionable attire is worn in the office, the respective Department Director/Supervisor will hold a personal, private discussion with the employee to counsel the employee regarding the inappropriateness of the attire.
- If an obvious policy violation occurs, the Department Director/Supervisor will hold a private discussion with the employee and ask the employee to go home and change his/her attire immediately.
- Repeated policy violations will result in disciplinary action, up to and including termination.

The City of New Fairview reserves the right to rescind and/or amend this policy at any time

SECURITY INSPECTIONS

The City of New Fairview wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosive or other improper materials. To this end, the City of New Fairview prohibits the possession, transfer, sale or use of such materials on its premises. The City of New Fairview requires the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices may be provided for the convenience of employees, but they remain the sole property of the City of New Fairview. Accordingly, they, and any articles found within, may be inspected by any agent or representative of the City of New Fairview at any time with or without prior notice.

The City of New Fairview wishes to discourage theft, and unauthorized possession of property belonging to any employee, the City of New Fairview, visitors and customers. To facilitate enforcement of this policy, the City of New Fairview or its representative may inspect not only desks and lockers but also persons entering and or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the City of New Fairview's premises.

ACCESSIBILITY FOR EMPLOYEES

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("**ADA**"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of New Fairview, The City of New Fairview's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of the complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

City Administrator

City of New Fairview

999 Illinois Ln

New Fairview, TX

76078

Within 15 calendar days after receipt of the complaint, the City Administrator will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, he/she will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of New Fairview and offer options for substantive resolution of the complaint. This response will be a final resolution of the complaint.

All written complaints received by the City Administrator, appeals to the City Administrator and

responses will be retained by the City of New Fairview for at least three years.

SECTION 8: TRAVEL AND EDUCATION

BUSINESS TRAVEL EXPENSES

The City of New Fairview recognizes that direct benefits accrue to the City as the result of employee attendance and training at seminars and meetings. All proposed travel must be for job related or professional activities. The following guidelines must be followed:

- A. All Travel ~~request forms~~ Expense Reports will be signed by the Department Director indicating the availability of funds and sent to the ~~Finance Department City Administrator~~.
- B. Brochures, registration forms, agendas and other descriptive data must accompany the travel request.
- C. All requests must normally be submitted at least two weeks prior to the date of departure.
- D. For approved travel, employees ~~will be reimbursed by the City~~ should use the city issued purchasing card for their travel, lodging, and registration fee expenses. However if an employee chooses to use their personal finances for travel, lodging and registration they will be reimbursed for these expenses.
- E. Receipts are required for all reimbursable expenses including fees, tuition, lodging and other approved expenses. Employees will not be reimbursed for personal items including movies, games, ~~long distance phone calls~~, use of alcohol, or other items that are not related to the City purpose that requires travel. Employees will not use the City issued purchasing card for meals, beverages, or personal items.
- ~~F.~~ For meals and Incidentals, a per diem rate will be paid to the employee as set by the General Services Administration The GSA website is <http://www.gsa.gov/portal/content/104877>. Meals and Incidental breakdown can be located at <http://www.gsa.gov/portal/content/101518> for partial days. The GSA approved per diem rate will be attached to the travel expense report. No receipts are necessary for meals paid for by per diem. Employees must also be away from the City of New Fairview area

before 6:30 a.m. or after 7:00 p.m. to receive the respective breakfast or dinner portion of the per-diem. ~~The employee will normally be paid the per diem in advance before leaving on the trip.~~ Any meal expenses, including tips, above the per diem will be the responsibility for the employee to pay. ~~If the employee receives the per diem in advance of the trip, and then does not travel for any reason, or only travels for part of the number of days approved, the employee shall be responsible to reimburse the City for the unused portion of the per diem amount.~~

- G. Employees using their private automobiles for authorized trips within the state will be reimbursed for the most direct route at the standard IRS mileage rate. Employees using private auto will be reimbursed for parking, toll fees and other travel expenses as approved by the City Administrator, upon submission of valid receipts.
- H. Employees using City vehicles for authorized travel will be reimbursed for all actual operating expenses, tolls, parking fees and other travel expenses approved by the City Administrator, upon submission of valid receipts. ~~The use of private vehicles by employees is discouraged and should only be used when no other option is available.~~
- I. Within ten (10) days of completion of any travel, City employees and/or elected officials must submit their Travel ~~Request Forms~~ Expense Report and receipts to the Accounts Payable Department.
- ~~J. Payment for lodging and registration should normally be paid in advance unless participation in the training or conference is uncertain. Advance expenses may be allowed to cover the costs of travel, lodging, and registration fees. The meal per diem for meals will be paid in advance to the employee. Requests must be made on the City of New Fairview's Travel Request Form.~~

TUITION REIMBURSEMENT

Tuition reimbursement ~~is~~ maybe offered to all regular full-time employees who have successfully completed ~~their probationary period~~ 12 months of employment with the City and who wish to enroll in college-~~legal~~ level courses for academic credits. Tuition reimbursement is intended to help you maintain a satisfactory level of knowledge and expertise in your present position as well as to help develop your skills and increase your potential for future advancement with our City. Tuition reimbursement will be authorized for both undergraduate and graduate courses from an accredited college. ~~The tuition will be reimbursed up to the rate of current tuition at the nearest State University.~~ If you are unsure if a college course is from an accredited college, please contact the City Administrator.

Courses taken must be job-related, required to complete a job-related degree, or beneficial to the city. ~~Maximum amount of~~ tuition reimbursement will be ~~\$2,500.00 per fiscal year~~, subject to availability of funds. This amount is for tuition only. Textbooks, fees and supplies are not covered.

All classes must be taken on off-duty time. All coursework must be completed in the employee's personal time away from work. Failure to do so will affect an employee's eligibility to receive reimbursement.

If you are considering taking a college course for credit, talk to your supervisor to be sure your intended courses will qualify for reimbursement and to allow consideration for it during the budget process. Before you enroll in the course the required forms must be approved by your Director and submitted to the City Secretary Administrator. ~~You may~~, Associate and bachelor's degree courses will be reimbursed at 100% for a grade of "B" or better or "Pass" in a course utilizing the "Pass/Fail" grading scale. Grades of "c" or lower or "Fail" will not be reimbursed. Within 30 days of receiving your grade report showing completion ~~with a grade "C" or better~~, ~~submit your grade report and a~~ you must submit the report and copy of your receipts to your Director. Your Director will prepare a payment authorization for tuition reimbursement and forward the City Administrator for processing.

If an employee resigns or is terminated for any reason prior to course completion, the City of New Fairview shall not be obligated to reimburse any part of the expense.

An employee who resigns or is terminated less than two years after completion of reimbursed course must return the monies to the City upon termination.

CERTIFICATION PAY

In addition to regular pay, certification pay is available to all certified employees as authorized by the City Council as follows:

CITY SECRETARY

License	Amount	Pay Frequency
MMC- Master Municipal Clerk	\$125 per month	Annually
CMC- Certified Municipal Clerk	\$100 per month	Annually
TRMCA- Texas Registered Municipal Clerk	\$75 per month	Annually

MUNICIPAL COURT

Certification	Amount	Pay Frequency
Level I	\$25 per month	Annually

Level II	\$50 per month	Annually
Level III	\$75 per month	Annually
CCM	\$100 per month	Annually
CCE	\$125 per month	Annually

PARKS

Irrigation and Pesticide License	\$100 per month	Annually
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WATERWORKS

Certification	Amount	Pay Frequency
Class D	\$25 per month	Annually
Class C	\$50 per month	Annually
Class B	\$75 per month	Annually
Class A	\$100 per month	Annually

WASTEWATER TREATMENT

Certification	Amount	Pay Frequency
Class D	\$25 per month	Annually
Class C	\$50 per month	Annually
Class B	\$75 per month	Annually
Class A	\$100 per month	Annually

OTHER

Certification/License	Amount	Pay Frequency
Code Enforcement II	\$75 per month	Annually
Bilingual Pay	\$25 per month	Annually

Class B CDL	\$75 per month	Annually
Class A CDL	\$100 per month	Annually
Certified Public Manager	\$125 per month	Annually
Certified Records Manager	\$75 per month	Annually

An employee eligible for certification should be paid only for the highest level of certification and education required beyond the hiring qualifications for their assigned position. The amount paid will be for the highest level of certification earned, not cumulative. An employee assigned responsibilities to more than one department will receive the highest level of certification pay according to their work assignment. All employees responsibilities and required certifications are listed in the job description. Certification pay is paid weekly.

SECTION 9: EMPLOYEE DISCIPLINE AND GRIEVANCE PROCEDURE

EMPLOYEE WORK RULES, CONDUCT AND POLICY CONDUCT WARRANTING

DISCIPLINARY ACTION

Disciplinary action may be taken based upon any of the items listed below. This list is not intended to be all-inclusive; it is however representative of the kinds of conduct and incidents which warrant disciplinary action.

- Failure to perform assigned work.
- Failure to perform work in a satisfactory manner.
- Failure to observe safety policies, procedures, rules, regulations or standards.
- Engaging in behavior that threatens the safety of self, co-workers or the general public.
- Possessing a record or pattern of unsafe work behavior as evidenced by multiple preventable accidents.
- Carelessness or negligence in performing work.
- Failure to call in to notify supervisor of tardiness or absence.
- Misrepresentation or failure to adequately document the need to be off work.
- Failure to maintain or operate equipment, tools or vehicle in appropriate manner.
- Misrepresenting or omitting information for the benefit of self or others.
- Engaging in behavior which is inappropriate or disruptive in the workplace.
- Discourteous treatment of others.
- Violation of the City's ~~Alcohol Misuse and Drug Abuse~~: Substance Abuse and Alcohol Consumption
- Insubordination
- Possession of unauthorized firearms, weapons, illegal drugs, alcohol or any other inappropriate item in the workplace (i.e., jobsite, vehicle or any location while engaged in city business).
- Reporting to work or working under the influence of drugs or alcohol and consuming

such items during work hours.

- Giving or accepting gifts, money or favors in exchange for some benefit to self or others.
- Failure to maintain confidentiality.
- Violation of written city, departmental or division work rules, procedures or policies.
- Horseplay in the workplace.
- Misuse or misrepresentation of one's position or authority.
- Sexual, racial, ethnic, and religious harassment in the workplace and/or while conducting city business.
- Engaging in behavior while off duty which reflects adversely upon the City.
- Continued absenteeism or tardiness.
- Poor performance appraisals.
- **Absence without approval** - Employees who exhaust all appropriate leave and FMLA benefits and are unable to return to full duty status work may be terminated. In those instances where an employee fails to report to work and management has no knowledge of his/her whereabouts, an automatic termination for being absent without leave may be appropriate. ~~The City Administrator must be consulted before exercising this action.~~
- **Off the Job Conduct** - In order to maintain the trust of the public, it is of utmost importance that employees not engage in conduct which could be detrimental to that trust, including public intoxication, criminal activity, illegal drug activity, slandering or defaming public officials, appointees or staff and any other conduct which could damage/harm the public's perception and/or trust of the City and any of its officials, appointees or staff.

The following employee actions will result in termination:

- Theft of money, equipment, supplies, time, etc.
- Misuse or misappropriation of City monies and/or property.
- Falsifying documentation.
- Job Abandonment
- Reduction-in-force/Reorganization

DISMISSAL/TERMINATION

The City may terminate an employee's employment as a result of unsatisfactory performance or conduct and/or violation of City policies or procedures, including a new hire who fails the orientation period. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance, pending results of an investigation, or conduct and/or violation of City policies or procedures, are not eligible for rehire.

PROGRESSIVE DISCIPLINE

The City of New Fairview's own best interests lie in ensuring fair treatment of all employees and making certain that disciplinary action is prompt, uniform and impartial. The major purpose of

any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

Although employment with the City of New Fairview is based on the choice of the employee to work for the City and the "at will" employment policy of the City, the City of New Fairview may use progressive discipline at its discretion.

Disciplinary action may call for any of the following four steps: verbal warning, written warning, suspension with or without pay, or termination of employment, depending on a variety of factors.

The City of New Fairview recognizes that there are certain types of employee behavior or performances that are serious enough to justify either a suspension, or termination of employment, without going through the usual progressive discipline steps.

~~While it is impossible to list every type of behavior that may be deemed a serious offense, the EMPLOYEE CONDUCT AND WORK RULES policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.~~

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employees and the City of New Fairview.

PROBLEM RESOLUTION

The City of New Fairview is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion or question receives a timely response from the City of New Fairview supervisors and management.

The City of New Fairview strives to ensure fair and honest treatment of all employees. All employees regardless of position are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies or practices they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the City of New Fairview in a reasonable, businesslike manner or for using the problem resolution procedure.

If a situation occurs when an employee believes that a condition of employment or decision affecting them is unjust or inequitable, they are encouraged to make use ~~of the following steps of~~ [the problem resolution procedure](#): (The employee may discontinue the procedure at any step).

[PROBLEM RESOLUTION PROCEDURE](#)

1. Employee presents the problem to the immediate supervisor and/or Department Director after the incident occurs.
2. Supervisor responds to problems during discussion or after consulting with appropriate management when necessary. The supervisor must document the discussion.
3. Employee presents the problem to the City Administrator if the problem is unresolved.
4. City Administrator counsels and advises employees, assists in putting problems in writing, visits with employee's supervisor if necessary.
5. If an employee feels the problem is still not resolved, the employee presents the problem to the City Administrator in writing including why he or she feels it is not resolved.
6. The City Administrator reviews and considers the problem. The City Administrator informs the employee of the decision and forwards a copy of the written response to the employee's file. The City Administrator has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's satisfaction but only through understanding and discussion of problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

HARASSMENT/DISCRIMINATION COMPLAINTS

The following procedures are to be used for reporting and investigating harassment/discrimination complaints:

- A. Any employee who feels victimized by harassment/discrimination should report, verbally or in writing, the harassment/discrimination to his or her Supervisor

immediately. If the employee's immediate Supervisor is the source of the alleged harassment, or is so closely associated with the source of the harassment that the employee does not feel comfortable reporting to that person, the employee may report the complaint to their Director, City Secretary, or the City Administrator. The employee is not required to follow his or her chain of command when reporting harassment/discrimination.

- B. Any Supervisor or Director that learns of or receives a complaint of harassment/discrimination is required to report it to the City Secretary or the City Administrator's office.
- C. If the complaint alleges harassment/discrimination, the City Secretary will contact the City Attorney's Office or their designee and they will conduct a prompt and impartial investigation.
- D. Management, upon being informed about a harassment/discrimination complaint, shall take immediate and appropriate action when necessary to ensure any inappropriate behavior is not repeated during the investigation. Depending on the nature and severity of the complaint, the City reserves the right to take any immediate action necessary to address the complaint including, but not limited to, immediate suspension without pay of the employee against whom a complaint has been made. If, at the conclusion of the investigation, no discipline is imposed, the City may award back pay for the period of the unpaid suspension, except for any unpaid periods imposed as discipline.
- E. The investigation may include, but is not limited to, obtaining all factual evidence, conducting interviews and obtaining witness statements, determining whether a reasonable basis exists for the allegations of harassment, determining if there has been a violation of Federal or state law and/or City policy, and affording the accused the opportunity to respond verbally or in writing to the allegations. If harassment is found to have occurred, recommendations for remedial action shall be made.
- F. The investigator shall conduct the investigation carefully and discreetly to protect all employees questioned and all information gathered. Confidentiality during an investigation is not guaranteed, but the investigator, to the extent possible, shall conduct the investigation to protect the privacy of those involved and relate facts only on a need-to-know basis. Every effort shall be made to conduct the investigation promptly so as to respect the rights of all individuals involved.

- G. Upon completion of the investigation and based upon the findings of the investigation and the conclusions of the investigator, City Secretary or the designee shall promptly relay the results of the investigation to the accused, ~~and~~ the complainant, ~~and the city administrator~~.
- H. If the investigation finds that harassment/discrimination has occurred, the City shall take appropriate corrective disciplinary action, which may include but not be limited to oral reprimand, written reprimand, suspension, demotion and/or termination. The City shall take all steps necessary to effectively remedy the harassment/discrimination that was found during an investigation.
- I. No employee shall be subject to any form of retaliation or discipline for pursuing or participating in a harassment/discrimination complaint. The City shall insure that complainants and witnesses shall suffer no retaliation as a result of their involvement in the investigation.
- J. If the investigation does not find that harassment/discrimination occurred or that the alleged incident(s) did not constitute harassment/discrimination, the matter shall be referred back to the Department Director to be addressed.

GRIEVANCE PROCEDURE

The City of New Fairview has a grievance procedure for work or discipline related concerns and complaints. The first level of grievance is with the immediate supervisor. If the immediate supervisor is not able to resolve the issue, then the next level is with the Department Director. If the Department Director is not able to resolve the issue then the next level is with the City Administrator, or in his or her absence, with the City Secretary. The decision of the City Administrator is the final step in the grievance process.

An employee should file a grievance in a timely manner. No limitation is placed on the time that may elapse, but a grievance should normally be filed within 30 days of the issue arising. The Supervisor, Department Director and City Administrator should also respond in a timely manner. No limitation is placed on the time that may elapse in order to ensure a thorough evaluation, but generally a response should be given within 15 workdays of the hearing or meeting with the employee.

The employee should document the grievance in writing. A letter or an email is sufficient. Dates and times and other relevant details should be included as necessary.

No employee, supervisor, department director or other administrator will take any retaliatory action as a result of a grievance being filed.

Employee Policy and Procedure Manual



New Fairview TEXAS

Guide to Personnel Rules & Regulations

Adopted 10-1-2020

Resolution Number 15-2020-15-105

City of New Fairview
999 Illinois Ln
New Fairview, TX
76258

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ACKNOWLEDGEMENT OF RECEIPT

I acknowledge receipt of the **CITY OF NEW FAIRVIEW PERSONNEL RULES AND REGULATION**

As a condition of continued employment, I agree to read and study this manual in order to acquaint myself with these rules and regulations and to follow them to the best of my ability.

Printed Name: _____

Signature (Supervisor): _____

Date: _____

SECTION 1: GENERAL EMPLOYMENT POLICIES

INTRODUCTORY STATEMENT

The purpose of this document is to communicate to employees the general policies and procedures of the city for employees. The intent of the policies and procedures are to bring to the City of New Fairview a high degree of understanding, cooperation, efficiency, and unity, which comes through a systematic application of established procedures in personnel administration, and to provide a uniform policy for all employees, with all the benefits such a program insures. This policy applies to all City employees.

BASIC OBJECTIVES OF EMPLOYEE POLICIES

The purpose of these policies is to provide a uniform set of rules governing City employee relations. The fundamental principles of good personnel administration sought to be achieved by these policies include:

- a. to promote and increase effectiveness, efficiency and economy in the service of the City.
- b. to provide fair and equal opportunity to all qualified applicants to enter City employment on the basis of demonstrated qualifications, as well as merit and fitness as ascertained through fair and practical methods of application, recruitment, selection, and promotion.
- c. to develop a program of recruitment, advancement and tenure that will make employment with the city attractive as a career and encourage each employee to render his/her best to strive for excellence in service to the City.
- d. Establishment and maintenance of a uniform plan of evaluation and remuneration based upon market trends for duties and responsibilities in the service of the City.
- e. to establish and promote high morale among employees by providing a pleasant working environment, uniform personnel policies, opportunity for advancement, and consideration of employee welfare.

All employees, especially new employees, of the City of New Fairview should read, understand and follow all provisions of this handbook. This handbook describes employee responsibilities and outlines the programs developed by the City of New Fairview to benefit employees.

No employee handbook can anticipate every circumstance or question about policy. As the City of New Fairview continues to grow the need may arise, and the City reserves the right, to revise supplement or rescind any policies or portion(s) of this handbook, as it may, from time to time, deem appropriate. The provisions of this policy and procedure may be amended or cancelled at any time at the City of New Fairview's sole discretion. Employees will be notified of such changes to the handbook as they occur.

NATURE OF EMPLOYMENT

Employment with the City is on an "at-will" basis. Employees who do not have a written, individual employment contract, approved by the City Council and setting forth a specific, fixed term of employment, are employed at-will. This means that no individual supervisor has the authority to enter into an employment contract with any employee. As an at-will employee, either the employee or the City may terminate the employment relationship at any time, for any reason, without notice or cause.

These personnel policies are not intended to, and do not create a contract of employment or of any specific term or condition of employment. Benefits granted herein such as vacation, holiday or sick leave are given to the employees by the City Council and are not required by law. The opportunities granted to employees such as grievance procedures, appeals and other policies do not create a property interest in the employee's position with the City and do not preempt the fact that the City and the City's employees have an "at-will" relationship, unless altered by a written contract, as set forth above

FEDERAL AND STATE LAWS

The City of New Fairview will follow federal and state laws regarding employment and employment practices. Some laws and regulations are identified in these policies for emphasis, but others will also be applicable as provided for by law.

EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at The City of New Fairview will be based on merit, qualifications and abilities. The City of New Fairview will not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability or any other characteristic protected by law. This Equal Opportunity Policy of the City applies to all areas of employment, including, but not limited to recruitment, hiring, job assignments, pay, training, promotions, privileges, discipline, and conditions of employment

The City of New Fairview will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship on the City. This policy governs all aspects of employment, including, but not limited to, selection, job assignment, compensation, discipline, termination and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, The City of New Fairview has established a grievance procedure to make sure that all the requirements of the Americans with Disabilities Act of 1990 ("ADA") are followed.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, another supervisor, or the City Administrator. Employees can raise concerns and make reports without fear of reprisal. It is a violation of this policy to take an adverse employment action against any employee because he/she has opposed any practice reasonably believed to be discriminatory or filed any internal or external

complaint/grievance/charge or participated in any investigation or proceeding, in accordance with this Equal Opportunity Policy.

NEPOTISM

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of personnel currently employed by the City of New Fairview may be hired only if they will not be working directly for, or supervising a relative or will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher or lower in the organization, where one employee will have the authority to review employment decisions and/or to direct, supervise and manage city programs and services impacting the other employee. Existing City of New Fairview employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred or leave City employment, if transferring to another position is not an option. If that decision is not made within 30 calendar days, the City Administrator will decide.

For the purposes of this policy, a relative is any person who is related by within the second degree of affinity (marriage) or within the third degree of consanguinity (blood).

Under this policy, no person related within the second degree of affinity (marriage) or within the third degree of consanguinity (blood) to the Mayor, any member of the City Council, the City Administrator or City Secretary shall be appointed to any office, position or other services of the City. This prohibition shall not apply to officers or employees who have been employed by the City continuously for more than six months prior to the election or appointment of such official.

NEPOTISM CHARTS:

Consanguinity Kinship (Blood)

<u>1st Degree</u>	<u>2nd Degree</u>	<u>3rd Degree</u>
Father	Grandfather	Great Grandfather
Mother	Grandmother	Great Grandmother
Brother	Uncle	Great Uncle
Sister	Aunt	Great Aunt
Son	Nephew	Great Nephew
Daughter	Niece	Great Niece
	Grandchild	Great Grandchild
	1 st Cousin	2 nd Cousin

Affinity Kinship (Marriage)

<u>1st Degree</u>	<u>2nd Degree</u>
Spouse's Father	Spouse's Grandfather
Spouse's Mother	Spouse's Grandmother
Spouse's Brother	Spouse's Uncle
Spouse's Sister	Spouse's Aunt
Spouse's Son	Spouse's Nephew
Spouse's Daughter	Spouse's Niece
	Spouse's Grandchildren
	Spouse's 1 st Cousin

IMMIGRATION LAW COMPLIANCE

Each employee of the City of New Fairview shall be either a citizen of the United States or a legally entitled to work within the United States.

Applicants for employment will be required to complete an I-9 Form or other form as required or allowed and provide the documentation outlined in the I-9 Form as required by the Immigration Reform and Control Act of 1986.

Applicants, including former employees, who cannot provide the documentation required by the I-9 Form will not be considered for employment.

Employees who lose their status as a United States citizen or eligibility to legally work in the United States will be terminated.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the City Secretary. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

CONFLICTS OF INTEREST

It is hereby declared to be the policy of the City that the proper operation of democratic government requires that: (i) Public employees be independent, impartial and responsible only to the taxpayers; (ii) Governmental decisions and policy be made using the proper procedures of the governmental structure; and (iii) No employee have any financial interest, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest.

An employee of the City shall not:

- (1) Accept or solicit a benefit that might reasonably tend to influence the employee in the discharge of his/her official duties.
- (2) Use his/her official position to secure special privileges or exemptions for himself or others.
- (3) Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. This shall not prohibit the granting of fringe benefits to City employees as a part of their employment or as an added incentive to the securing or retaining of employees.
- (4) Disclose information that could adversely affect the property or affairs of the City, or directly or indirectly, use any information understood to be confidential which was gained by reason of his/her employment for his/her own personal gain or benefit or for the private interest of others.
- (5) Transact any business on behalf of the City in his/her official capacity with any business entity with which he/she is an officer, agent or member or in which he/she has a financial interest. In the event that such a circumstance should arise, then he/she shall make known his/her interest, and

turn the matter over to his/her superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.

(6) Personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the City.

(7) Accept other employment or engage in outside activities incompatible with the full and proper discharge of his/her duties and responsibilities with the City, or which might impair his/her independent judgment in the performance of his/her public duty.

(8) Receive any fee or compensation for services due to status as an employee of the City, from any source other than the City, except as may be otherwise provided by law. This shall not prohibit an employee from performing the same or other services for a public or private organization that the employee performs for the City, providing there is no conflict with the employee's City duties and responsibilities.

(9) Knowingly perform or refuse to perform any act to deliberately thwart the execution of the City rules or regulations or the achievement of official City programs.

(10) Use City supplies, equipment or facilities, or receive any fee or compensation for the use of City supplies, equipment or facilities, for any purpose other than the conduct of official City business.

(11) Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the City or that reflects discredit upon the government of the City.

Illegal Discrimination and harassment

The City of New Fairview prohibits any and all forms of discrimination, including harassment, on the basis of race, color, religion, sex, national origin, age, disability or any other characteristic protected by law. It is also the City's policy to prohibit any form of sexual harassment. The City of New Fairview will investigate any complaint of discrimination and/or harassment and take timely and appropriate disciplinary action if it is found to have occurred. The City also prohibits any retaliatory action against anyone who has complained in good faith about harassment or discrimination. This policy applies to all City agents and employees, including supervisors and elected or appointed officials, as well as volunteers, citizens, vendors, and visitors to the workplace.

All employees have the unconditional right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including harassment. Any employee who has any questions or concerns about these policies should talk with his or her supervisor, Department Head, City Secretary, or the City Administrator.

Definitions:

Harassment. Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's race, color, religion, sex, national origin, age, disability or any other characteristic protected by law, and impairs another employee's ability to perform the duties of their job.

Sexual harassment. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or verbal or physical acts of a sexual or sex-based nature where:

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

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

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

- (g) Other acts of a similar nature.

Complaint Procedure:

- (1) The City encourages employees who encounter discrimination or harassment to firmly and promptly notify the offender that the behavior is unwelcome and that the conduct must stop.
- (2) An employee who experiences or observes discrimination, harassment, or retaliation must report the incident to a supervisor, Department Head, the City Secretary, or the City Administrator, whomever the employee feels most comfortable approaching.
- (3) The complaint may be either oral or written. However, oral reports of harassment must be reduced to writing by either the complainant or the person who receives the complaint, and must be signed by the complainant, if possible.
- (4) Anonymous complaints will be taken seriously and investigated.
- (5) All discrimination, harassment, and/or retaliation complaints must be forwarded to the Administrator.
- (6) Each complaint will be promptly and thoroughly investigated to determine whether the discrimination and/or harassment complained of occurred. Within a reasonable time, a written report regarding the investigation will be prepared and a copy of the report provided to the complainant, upon request. To the extent practicable and allowed by the Texas Public Information Act, the City will keep complaints and the terms of their resolution confidential.
- (7) An employee will not be subject to retaliation or discipline for reporting, pursuing, opposing or participating in a discrimination or harassment complaint in good faith.

Responsibility of Employees

An employee or applicant for employment who believes he/she has been harassed or discriminated against, or knows of or suspects harassment or discrimination in the workplace, sexual or otherwise, has the responsibility to report the conduct to a supervisor, the City Secretary, or the City Administrator.

Duties and Responsibilities of Supervisors

- (1) Supervisors must treat all complaints seriously and confidentially. Each case will be promptly and thoroughly investigated to determine whether the harassment complained of occurred.
- (2) All reports or suspicions of discrimination and/or harassment, sexual or otherwise, which come to a supervisor's attention must be referred immediately to the City Administrator.

Discipline

An employee found to have violated this policy will be subject to remedial training and/or disciplinary action, including written reprimands, transfer, demotion, suspension, or termination. By enforcing this policy, the City will preserve the right of every employee and applicant for employment to enjoy a

workplace free of discrimination and harassment of any type.

False, exaggerated or malicious complaints of harassment, discrimination or retaliation (as opposed to complaints which, even if erroneous, are made in good faith) will result in appropriate disciplinary action.

DISABILITY ACCOMMODATION

The City of New Fairview is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures will follow federal and state laws and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position applied for.

Reasonable accommodations will be considered and made available to all disabled employees and applicants for employment, where the accommodation will enable the performance of essential job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

The City of New Fairview is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The City of New Fairview will follow any local, state or federal law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. The City of New Fairview is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

SECTION 2: EMPLOYMENT POLICIES

EMPLOYMENT APPLICATIONS

The City of New Fairview relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentation, falsification, or material omission in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EMPLOYEE SELECTION

New employees will be selected on the basis of their job-related qualifications for the position, including their work experience, education, and physical condition as it relates to the essential functions of the job, references, criminal background checks, and in the case of those who will be driving City vehicles or driving their own vehicles on City business, safe driving records.

PROBATIONARY PERIOD

The probationary period is intended to give new employees the opportunity to demonstrate their knowledge, skills, ability and willingness to perform and complete required work responsibilities and assignments. The City of New Fairview uses this period to evaluate employee capabilities, work habits and overall job performance.

All new and rehired employees, work on an introductory basis for a probationary period of six (6) months.

Employees who are promoted or transferred within the City of New Fairview must complete an additional probationary period of the same length with each promotion to a new position. Any significant absence will automatically extend an introductory period by the length of the absence.

At the end of the introductory probationary period either for newly hired or promoted employees the employee will be evaluated and, based on a successful evaluation, eligible for a pay increase in accordance with the approved pay plan.

If a director, supervisor or manager determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a period up to three months. Any personnel action, including written notice for failure to complete assigned work, failure to perform work in an acceptable manner, or failure to follow personnel policies shall automatically result in an extension of the probationary period.

In cases of promotions or transfers within the City of New Fairview, an employee who, in the sole judgment of management, is not successful in the new position may be removed from that position at any time during the probationary period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City of New Fairview's needs.

Upon satisfactory completion of the initial probationary period, employees enter the regular employment classification.

During the initial probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance, health insurance, and Social Security. After becoming regular employees, employees are eligible for other City of New Fairview benefits of employment, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirement.

Benefits eligibility and employment status are not changed during the secondary introductory period that results from a promotion or transfer within the City of New Fairview.

OUTSIDE EMPLOYMENT

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with the City of New Fairview. All employees will be judged by the same performance standards and will be subject to the City of New Fairview's scheduling demands, regardless of any existing outside work requirements.

Employees will not be permitted to hold another job (including self-employment and volunteer work) that might discredit the City, result in a conflict of interest (or potential conflict of interest) or result in anything less than a satisfactory performance of the employee's regular and normal duties on behalf of the City.

Before engaging in self-employment or employment with another employer, the employee must submit a written request and obtain written authorization from his/her Department Director. A copy of the request and authorization will be filed with the City Secretary to be maintained in the employee's personnel file. Failure to acquire prior written approval is grounds for disciplinary action, up to and including termination. The employee's Department Director or the City Administrator may revoke approval of secondary employment at any time.

Under no circumstances may an employee on sick leave, or workers' compensation leave work another job (whether for pay, as a volunteer or as self-employment), unless expressly authorized in writing by the City Administrator. The City will not provide leave benefits for injuries or illnesses suffered as a result of another job. Violation of this provision may result in disciplinary action up to and including termination.

EMPLOYMENT CATEGORIES

It is the intent of the City of New Fairview to define employment classifications so that employees

understand their employment status and benefit eligibility. These classifications do not guarantee employment or benefits for any specified period of time.

Each employee is designated as either EXEMPT or NON-EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by The City of New Fairview management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL TIME- employees are those who are not in a temporary or introductory status and who are required and assigned to work a full-time schedule. Generally, they are eligible for the City of New Fairview's full benefit package, subject to the terms, conditions and limitations of each benefit program. Regular full-time employees are required to work 40 or more hours per week. Regular full-time employees are required to work the hours and shifts assigned by their supervisor.

REGULAR PART TIME (TMRS Enrolled)- employees are those who are not assigned to a temporary or introductory status and who are required and assigned to work 30 hours per week or more, but less than 40 hours per week. Regular part-time employees are eligible to receive some leave and other benefits as provided for by these policies. If they are assigned to work an average of 1000 hours or more in a year, they will participate in TMRS. Regular part time employees are required to work hours and shifts assigned by their supervisor. Regular part time employees do not automatically qualify for the City of New Fairview's full benefit package but are only eligible for those benefits offered as part of these policies.

PART TIME- employees are those who are not assigned to a temporary or introductory status and who are generally scheduled to work less than 30 hours per week. They participate in legally mandated benefits (such as Social Security), but they are not eligible for other City of New Fairview benefit programs.

TEMPORARY- employees are those who are hired on a short-term basis for a specific project or assignment or as interim replacements, to temporarily supplement the work force, to temporarily fill a vacancy, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of change in writing by management. While temporary employees receive all legally mandated benefits (such as Social Security), they are not eligible for all of the City of New Fairview's benefits programs unless they are required by law or regulation.

ACCESS TO PERSONNEL FILES

The City of New Fairview maintains a personnel file on each employee. The personnel files include such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases and other employment records.

Personnel files are the property of the City of New Fairview, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the City of New Fairview who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the City Administrator to schedule a time to do so. With reasonable advance notice, employees may review their own personnel files in the City of New Fairview's offices and in the presence of an individual appointed by the City of New Fairview to maintain the file. Access to the information in an employee's personnel file may be subject to disclosure in accordance with the Texas Public Information Act.

Employees who work with information related to personnel files, compensation or other benefits shall maintain the information in strict confidence unless there is a qualifying information request or need to provide information. Then only information required shall be provided to meet the demands of the information request. Failure to follow this policy may result in disciplinary action.

EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join the City of New Fairview are well qualified and have strong potential to be productive and successful, it is the policy of the City of New Fairview to check the employment references of all applicants.

Only the City Administrator or other designated employee will respond to other company reference checks. Responses to such inquiries will confirm only dates of employment, wage rates, and position held. No other employment data will be released without a written authorization and signed by the individual who is the subject of the inquiry or a Public Information Request.

PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the City in writing of any changes in personnel data. Personal mailing addresses, telephone number, number and names of dependents, individuals to be contacted in the event of any emergency, educational accomplishments, and other such status reports should be accurate and current at all times. When any personnel data changes occur, it is the duty of the employee to notify his or her manager, director or supervisor in writing within a reasonable time. The manager, director or supervisor shall follow up with the appropriate staff to have the employee's information updated.

PERFORMANCE EVALUATION

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's initial period in any new position. Thereafter, the performance of employees will be generally evaluated annually on the employee's anniversary date or promotion date.

The purpose of a performance evaluation is for supervisory personnel to communicate with employees on whether they are meeting job performance expectations or not, and if not then to identify where performance improvement is needed. In addition, supervisory personnel should use the performance evaluation to identify where the employee is meeting or exceeding job performance expectations as a means to thank them for their efforts and to encourage continued efforts for quality performance of job requirements.

EMPLOYMENT TERMINATION

Termination of employment may occur for many reasons either by the employee or by the employer. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION: voluntary employment termination initiated by an employee

RETIREMENT: voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

DISCHARGE: involuntary employment termination initiated by the organization related to work performance or violation of personnel policies.

LAYOFF: involuntary employment termination initiated by the organization for non-disciplinary reasons.

Employee compensation and benefits will be affected by employment termination as provided for by these policies and by state and federal law. All employees will be paid for actual hours worked. Some benefits authorized by law or these policies may continue at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions and limitations of such continuance.

NOTICE FOR RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with the City of New Fairview. The City of New Fairview will not consider an employee to have resigned in good-standing unless the employee provides at least two weeks written notice of the employee's intent to terminate employment .

EXTENDED LEAVE AND RETURN TO WORK

There may be circumstances that cause an employee to be on extended leave, such as a serious illness or accident. In those instances, the City will work closely with the employee to ensure

coordination and continuity of benefits.

An employee who is on extended leave and has exhausted his/her paid leave (comp time, sick leave and vacation), must submit a completed Request for Reasonable Accommodation Form within 30 days of their last paycheck. The employee must provide the form to their physician for completion along with a completed Medical Authorization and Release. The City will consider the information provided by the employee and the employee's physician, as well as the position held by the employee, and the needs of the City to determine whether the City will grant a period of unpaid leave to the employee.

Breastfeeding Support

In order to allow employees to take advantage of the many health benefits of breastfeeding, and in compliance with the Fair Labor Standards Act, the City provides reasonable break time for an employee to express breast milk for her nursing child for one (1) year after the child's birth. Such breaks may be taken each time such employee has need to express milk, and the City will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

All women who breastfeed their child and who need to express milk during the working day will work with their supervisor to determine how best to accommodate the needs of the mother while still accomplishing the performance of her job.

Supervisors will allow flexible working arrangements. Women may use their break and lunch time to express milk. Sick or Vacation hours may also be used to express milk if needed. Breaks to express milk should not last longer than 30 minutes. If an employee needs to take more than two breaks during the workday to express milk, the employee will need to use personal time (lunch, sick and/or vacation hours).

The City Secretary will work with each nursing mother to determine a private area in which they may express milk. Milk may be placed in City refrigerators so long as it is appropriately marked.

SECTION 3: EMPLOYEE COMPENSATION

COMPENSATION AND OVERTIME

Employees will be compensated in accordance with the pay plan that will be adopted by the City from time to time and funded by the annual budget. Compensation may be based upon hours worked for hourly employees, or upon an approved salary for FLSA exempt employees.

In accordance with the Federal Fair Labor Standards Act (FLSA), nonexempt employees are eligible to receive overtime pay at a rate of one and one-half times their regular pay, or compensatory time, for time worked in excess of a 40-hour work week. Exempt personnel under the FLSA are required to work the number of hours required to complete their assigned duties. Exempt personnel will not be paid overtime or receive comp time for the number of hours worked in excess of 40. The normal seven-day workweek for City employees begins at 12:00 a.m. on Friday and ends at 11:59. p.m. the following Thursday.

All overtime must be assigned or authorized in advance by the appropriate director, manager or supervisor. Overtime that is related to an emergency condition is considered authorized. Examples include response to storm damage, a waterline break, the loss of power or essential motors or pumps for utilities, or other conditions approved by the City Administrator. An employee who works any unauthorized overtime will be subject to disciplinary action.

Employees may not begin work prior to their scheduled workday and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor.

Overtime will be paid at one and one-half times the hourly rate. Vacation, holiday leave, sick leave and compensation time used will not be counted as hours worked when calculating overtime. When work requires that an employee utilizing approved leave be called back to work in order to respond to an urgent City need or emergency condition, the City Administrator may authorize that the approved leave may be counted as hours worked when calculating overtime.

When operating requirements or other needs cannot be met during regular working hours, the supervisor may assign, or employees may be given the opportunity to volunteer for, overtime work assignments. Overtime assignments will be distributed as equitably as practicable to all employees qualified to perform the required work. Refusal or other failure to work mandatory overtime City may result in disciplinary action.

With the agreement of the City and the employee entered into before the work is performed, non-exempt employees shall receive compensatory time off for such overtime hours in lieu of overtime

pay at the rate of one and one-half (1½) times the number of overtime hours for hours physically worked by the employee. Non-exempt employees may accrue up to a maximum of eighty (80) hours of compensatory time, and all compensatory time earned must be reported on time sheets. Compensatory time leave shall be given within a reasonable amount of time so long as it is approved by the Department Director in advance. After the employee has accrued the maximum compensatory time and not used it as leave, all overtime accrued above the maximum must be paid. Accrued balances of compensatory time at separation from employment must be paid at a rate not less than the average rate received by the employee over the last three years of employment or his final rate of pay, whichever is higher.

WORK SCHEDULES

Supervisors will advise employees of the times their work schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total work hours that may be scheduled each day and week.

Public Works Employees may work varying periods dependent upon weather conditions with the approval of the City Administrator.

ON-CALL

Generally, all city employees serve on general standby to assist in times of emergency. In particular managers and supervisors must be able to respond during emergencies. General standby does not place limitations on the employee or the employee's activities. Under general stand by, if the employee is available and is called, then the employee agrees to assist. Compensation for responding is dependent upon whether the employee is exempt or non-exempt.

Exempt employees will not be compensated for emergency response while non- exempt employees are compensated for all work over 40 hours during a work week.

Public Works employees will be assigned to work On-Call from time to time on a rotation basis. When assigned On-Call, the employee will take after hour calls during the week and will do the rounds to check appropriate City equipment and facilities during weekends/holidays as well as take calls for service on the weekend/holiday. An On-Call employee will receive compensation for all hours worked while on call, including time spent making rounds, and will receive an "On-Call" payment (\$50.00) per week for being placed in On-Call status.. On-Call employees must be able to respond within an hour to New Fairview, and are expected to remain sober and able to work and perform their responsibilities if called to work. Otherwise On-Call employees are free to engage in their own pursuits while On-call, except during the time spent making rounds.

LONGEVITY PAY

All TMRS enrolled employees of the City shall receive longevity pay per year for each year of service to the City, beginning after the employee's first full year of employment.

Longevity pay shall be at a rate of \$100 for the first full year of service and an additional \$36.00 per year for full-time employees up to 20 years of service. Longevity pay for part-time TMRS enrolled employees shall be at a rate of \$36 for the first full year of service and an additional \$18.00 per year for up to 20 years of service. Longevity payments shall be issued once annually, generally in December, and are taxable income. Eligible employees who separate from employment during the year shall not receive longevity pay.

JURY DUTY

The City of New Fairview encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to one week of paid jury duty leave over any one-year period. Employee classifications that qualify for paid jury duty leave are: Regular Full Time and Regular Part Time.

Jury duty pay will be calculated on the employee's base rate times the number of regular hours the employee would otherwise have worked on the day of absence. Employee must provide documentation-showing day(s) they attended Jury Duty.

If employees are required to serve jury duty beyond the period of paid jury leave, they may use any available paid time off or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the City of New Fairview to keep an accurate record of time worked in order to calculate employee pay and benefits. The "time worked" is all time actually spent on the job performing assigned duties.

Employees should accurately record the time they work. If a clock and timecards or records are provided to document time worked, then the employee should document time worked through the approved system as instructed. Overtime must always be approved before it is performed.

Altering, falsifying, tampering with time records or recording time on another employee's time record may result in disciplinary action up to and including termination.

It is the employee's responsibility to sign their time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record both the employee and the supervisor must verify the accuracy of the changes by initialing the time record. Time sheets will be submitted no later than the end of the business day on the first workday following the end of the time period.

PAYDAYS

Employee payroll is prepared weekly. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday (Friday's) falls on a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

ADMINISTRATIVE PAY CORRECTION

The City of New Fairview takes reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the City Secretary so that corrections can be made as quickly as possible.

PAY DEDUCTIONS

The law requires that the City of New Fairview make certain deductions from every employee's compensation. Among these are applicable federal income taxes. The City of New Fairview also must deduct Social Security, Medicare and other required taxes on each employee's earnings up to the appropriate amount.

The City of New Fairview offers programs and benefits beyond those required by law. Eligible employee may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered or you may seek direction from the City Administrator or City Secretary.

SECTION 4: EMPLOYEE LEAVE BENEFITS

EMPLOYEE LEAVE BENEFITS

Eligible employees are provided a wide range of benefits. Benefits eligibility is dependent upon a variety of factors, including employee classification; your supervisor can identify the leave benefits for which you are eligible.

The following leave benefits are available to eligible employees:

- Vacation Leave
- Holiday Leave
- Sick Leave
- Exempt Leave
- Bereavement Leave
- Medical/Family Leave
- Jury Duty Leave
- Military Leave

Some benefit programs require contributions from employees, but most are fully paid by the City of New Fairview.

VACATION LEAVE BENEFITS

Vacation leave with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full time and Part-time TMRS enrolled employees are eligible to earn and use vacation leave as described in this policy:

Vacation leave will begin accruing on the employee's first pay period. An employee is eligible to begin using vacation leave after 6 months of service. The amount of paid vacation leave employees may receive annually increases with the length of employment with the City of New Fairview as shown in the following schedule.

VACATION EARNING SCHEDULE FOR REGULAR FULL TIME:

YEARS OF SERVICE	PER PAYROLL ACCRUAL
1-5 years of service	1.538 hours
6+ years of service	2.308 hours

VACATION EARNING SCHEDULE FOR PART TIME TMRS EMPLOYEES

YEARS OF SERVICE	PER PAYROLL ACCRUAL
1-5 years	0.769 hours
6+ years	1.154 hours

Vacation leave shall not be granted in time increments of less than one hour without approval of the employee's supervisor.

Vacation leave is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives or shift differentials. Vacation leave may not be used under any circumstances, until it has been earned.

It is in the best interest of the employee and the City of New Fairview that the employee use his or her vacation leave each year. An employee may not have more than two (2x) times the amount of annual vacation time. If, on January 1, of any year an employee has accrued more than two times (2x) the amount of annual vacation time earned by the employee the previous year, the employee will not accrue any additional vacation leave until the employee's vacation leave balance falls below the maximum. The maximum amount paid to an employee on termination of employment is 240 hours.

Employees must generally request vacation leave at least two (2) weeks in advance. The City of New Fairview understands that certain circumstances are out of our control, so a supervisor may accept a shorter notice on a case-by-case request.

Vacation pay will not be authorized during a disciplinary suspension as a means to supplement pay lost as a direct result of the suspension.

An employee may transfer up to 40 hours of accrued vacation leave benefits to another employee's sick leave bank for major medical illnesses upon approval of the City Administrator. An employee may only receive a total of 40 hours per donating employee during employment with the City of New Fairview. The transfer will remain anonymous.

HOLIDAY LEAVE

Except as otherwise provided below, City of New Fairview Regular Full time and Regular Part time employees will be granted the following holidays:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve Day

The City of New Fairview will grant paid holiday time off to all eligible employees for the holidays listed above. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day up to a maximum of eight (8) hours for each day granted for the holiday. Holiday time does not accumulate or carry over at the end of the calendar year.

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. When an official paid holiday occurs on a scheduled work day of an employee, who is on approved vacation leave, the employee is entitled to holiday leave. Except as otherwise noted below employees shall receive holiday pay equal to the employee's normal work day.

An employee will not receive pay for a holiday if the employee is:

- (1) terminating employment with the City, and the last day as a paid employee is the work day before a paid holiday;
- (2) on leave of absence without pay the workday before the paid holiday; or
- (3) absent on the workday before or following a paid holiday without approved leave or without approval of the employee's supervisor in advance; or

In addition:

1. As many employees as possible shall be given each holiday off consistent with the maintenance of essential City functions.
2. An employee desiring to observe religious holidays not listed herein may be authorized to use accrued vacation leave, comp time as long as the day worked and the day off can be scheduled to meet the work requirements of the city.
3. Employees calling in sick the day preceding a holiday or the day after a holiday may be required to submit a doctor's certificate indicating treatment for a legitimate illness or injury.

Repeated absences due to calling in sick on a holiday, the day preceding a holiday or the day after a holiday without a doctor's certificate may result in disciplinary action up to and including dismissal.

Generally, a holiday that falls on a Saturday will be observed on the preceding Friday and a holiday that falls on a Sunday will be observed on the following Monday.

Public Works Personnel are not generally scheduled to work holidays. Those who are scheduled to work a holiday will receive compensation in an amount equal to one and one-half the employee's regular hourly rate for the hours worked on the holiday, or as staffing permits, they may take an amount of time off on another day with the amount of time off being equal to the amount of time worked on the holiday. The time off must be taken within a 30-day period.

SICK LEAVE BENEFITS

The City of New Fairview provides paid sick leave to all eligible employees for periods of temporary absence due to illnesses or injuries. Regular full time and Part-time TMRS enrolled employees are eligible to earn and use sick leave as described in this policy. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence.

Eligible employees will accrue sick leave benefits at the following rate for every full month of service:

Regular Full Time Employees - Regular Part Time Employees – 8 hours per month
4 hours per month

Sick leave benefits will begin to accrue after 30 days of hire date.

Employees can request use of paid sick leave after completing a waiting period of three (3) calendar months from the date of hire. Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave benefits for an absence due to a doctor or dentist visit, their own illness or injury or that of an immediate family member.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence.

Before returning to work from a sick leave absence of three calendar days or more, an employee must provide a physician's verification that he or she was ill or injured and may safely return to work. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave pay.

Sick leave benefits will be calculated based on the employee's base rate at the time of absence and will not include overtime or any special forms of compensation such as incentives or shift differentials.

Unused sick leave benefits will generally be allowed to accumulate and carry over each year. After an employee accrues more than 120 hours of sick leave.. If, on January 1, of any year an employee has accrued more than 120 hours of sick leave, the employee will not accrue any additional sick leave until the employee's sick leave balance falls below the 120 hours. Sick leave is not paid to an employee on termination of employment unless the employee retires from the City.

As an incentive to not abuse sick leave, employees will be paid, upon retirement, a total of fifty percent (50%) of the sick leave balance up to a total of 120 hours of sick leave benefits. For purposes of this policy, retirement occurs when the employee submits TMRS retirement paperwork on or before their last day of employment with the City.

EXEMPT LEAVE

Exempt employees earn forty (40) hours per year that may be used as personal time off. Exempt leave is compensable upon termination of employment and exempt leave does not carry over annually. Exempt time will be added on the first pay period in January of each year.

BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. The City of New Fairview defines immediate family listed in the 1st degree of consanguinity or affinity members in the nepotism chart.

Employees may be granted up to a maximum of twenty-four (24) hours of paid bereavement leave within a one-year period of time. Bereavement leave and pay will be provided to eligible employees in the following classification: Regular Full Time.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation such as overtime, incentives, commissions, bonuses or shift differentials. Employees may request vacation leave if there is a need beyond the maximum allowed each year.

TEMPORARY MEDICAL DISABILITY LEAVE

Temporary Medical Disability Leave is intended to be used for the employee's own serious health condition which prevents the employee from performing his/her job duties and responsibilities, or for the care of the employee's spouse, child or parent with a serious health condition. Employees will be required to use accrued vacation and sick leave before being considered for disability leave without pay. The City Administrator may grant temporary disability leave, under justifiable circumstances, for an initial period of 90 days. After the initial 90-day temporary medical disability leave, the City Administrator may grant additional leave, not to exceed 30 days.

In the event of foreseeable leaves, the employee must request Temporary Medical Disability Leave from the City Administrator at least two-weeks prior to date the leave is requested to begin. If a two-week notice is not possible, the employee must request Temporary Medical Disability Leave from the City Administrator no later than the next business day after learning of the need for leave. When planning medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations. Employees must provide written documentation of the need for Temporary Medical Disability Leave.

The employee must contact the City Administrator at least once a week in order for the City to remain aware of the employee's progress and anticipated return to work. The City Administrator, at his sole discretion, may waive this periodic reporting requirement.

When the reason for leave ends (for example, a serious health condition no longer exists) and/or the approved leave period has been exhausted, the employee is no longer eligible for leave under this policy and is expected to return to work promptly. If the leave was taken for the employee's serious health condition the employee will be required to submit to the City a release from the employee's health care provider, certifying that the employee is fit to return to work and can perform the essential functions of the job with or without reasonable accommodation before being allowed to return to work. An employee who fails to return to work at the expiration of Temporary Medical Disability Leave without communicating the reasons for the delay and receiving approval for additional leave time will be considered to resigned his/her employment.

The City will attempt to restore the employee to his/her former position if the employee returns to work. However, reinstatement is not guaranteed.

Taking Temporary Medical Disability Leave will not result in the loss of any employment benefit granted before the date that the employee's leave started. However, the employee will not be granted any additional paid leave benefits during unpaid Temporary Medical Disability Leave.

During Temporary Medical Disability Leave, the employee will be permitted to retain his/her current health insurance coverage (if any) as specified in the provisions of the City's policy. During any paid portion of a Temporary Medical Disability Leave, the City will continue to deduct the employee's portion of any insurance premiums normally paid as a regular payroll deduction. During unpaid leave, the employee may be required to submit periodic payments of such premiums to the City if the employee desires to maintain coverage, and insurance coverage may cease if payment is more than 30 days late.

Leave may not be provided or the employee may not be restored to employment if the employee advises the City that the employee will not return to work, in which case the employment relationship is deemed terminated and the employee's entitlement to reinstatement, continued leave, and health benefits ceases. Likewise, if the employee fraudulently obtains leave or accepts other employment while on leave without the prior written approval of the City, the employee will not be entitled to benefits under this policy and employment will be terminated.

Family and Medical Leave.

In accordance with the Family Medical Leave Act (FMLA) an employee may be eligible to take up to twelve (12) weeks of unpaid family and medical leave during any consecutive twelve (12) month period. Twelve (12) weeks of leave may be taken for any of the following reasons:

- (1) Birth of a child;
- (2) Placement with the employee of a child for adoption or foster care (entitlement to family

and medical leave expires twelve months after birth or placement);

(3) When the employee is needed to care for a child, spouse, or parent who has a serious health condition;

(4) When the employee is unable to perform the essential functions of his/her position because of his/her own serious health condition; or

(5) Due to any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty, in the Armed Forces in support of a contingency operation.

An eligible employee who is the 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 is entitled to up to twenty-six weeks of leave in a single twelve (12) month period to care for the service member.

Notice of the Family and Medical Leave Act is posted in City Hall and other designated City properties. Because the City employs fewer than 50 employees, there are no employees eligible for leave under the FMLA at this time.

MILITARY LEAVE

An employee who is a member of the National Guard or of any of the Reserve components of the Armed Forces of the United States will be entitled to a leave of absence from assigned City duties for as many as fifteen (15) work days in any one calendar year to participate in military training (referred to herein as "Military Training Leave"). Military Training Leave will be at full pay for a period not to exceed 15 work days. The employee utilizing Military Training Leave shall furnish their Department Head with certification, normally copies of official military orders, that they were called to duty by proper authority.

The Uniformed Services Employment and Reemployment Rights Act ("USERRA") supersedes any State law (including any local law or ordinance), contract, agreement, policy, plan, practice, or other matter that reduces, limits, or eliminates in any manner any right or benefit provided, including the establishment of additional prerequisites to the exercise of any right or the receipt of any such benefit due to an employee's military service. The City of New Fairview will comply with USERRA.

Any employee who leaves a position with the City for the purpose of entering any branch of the United States Armed Forces, including a reserve component, for extended active duty, shall be placed in military active duty status and granted leave without pay. The employee should give a supervisor advance notice of the employee's intent, when possible, and, for reemployment purposes, submit a copy of the orders for inclusion in the employee's personnel record, when available.

While serving on military active duty, an employee may elect to use Military Training Leave and any accrued vacation leave, or similar leave accrued before the commencement of such service in lieu of taking unpaid leave.

In accordance with the USERRA, an employee may serve a total of five years on active duty in the armed forces and still be eligible for reemployment. An employee's right to reemployment is not protected for periods of military active duty longer than five years, in most cases.

An employee who returns from active duty as a member of the armed forces of the United States is entitled to reemployment in the position the employee would have been employed if continuous employment with the City had not been interrupted by military service; or in the same position held upon entrance to active duty; or in a position of comparable seniority, status and pay, if the employee:

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

An employee called for a military pre-induction physical examination will be allowed a reasonable time with

pay, including travel time, to take the examination.

In accordance with USERRA, an employee with the City upon reemployment following military active duty, will be allowed full credit for time spent in the military service for the purpose of computing eligibility for vacation and sick leave. The employee will be entitled to all seniority, rights and benefits that the employee would have attained had the employee remained continuously employed with the City.

SECTION 5: INSURANCE AND OTHER BENEFITS

The City voluntarily participates in and provides a wide range of benefits for employees. The City also participates in federally and state mandated benefits. Some of the more important benefits are identified in this section. These benefits are subject to change based upon changes in City policy, funding and changes in federal and state laws. In addition to the information provided below, information regarding the types and amount of benefits available to employees may be obtained from the City Secretary.

WORKERS' COMPENSATION INSURANCE

The City of New Fairview provides a comprehensive workers' compensation insurance program at no cost to its employees. This program generally covers injuries or illnesses sustained in the course of employment that requires medical, surgical or hospital treatment as required by law or as provided by the worker's compensation insurance program in effect at the time of the work related injury or illness.

Employees who sustain work related injuries or illnesses must inform their supervisor immediately. No matter how minor an injury may appear to be, it is important that it be reported immediately. The City of New Fairview may require drug testing immediately following any accident with or without injuries if the employee may be at fault.

Neither the City of New Fairview nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off duty recreational, social or athletic activity sponsored by the City of New Fairview.

TEXAS MUNICIPAL RETIREMENT SYSTEM

The City of New Fairview participates in the Texas Municipal Retirement System (TMRS) to provide a retirement benefit for city employees. The amount of City participation is subject to change based upon budget approval, available funding and the TMRS plan approved.

The current city program adopted by the City requires that employees contribute 7% of their income towards retirement, and the City matches that on a 2 to 1 basis as adjusted for actuarial studies completed by TMRS.

Employees vest in TMRS after five years of municipal or other qualifying service and may retire after 20 years of service with the City, other cities, or other qualifying service. An employee who is 60 years or older may retire with five years of qualifying service. Employees are eligible to retire in accordance with TMRS rules and regulations, which may change. In addition a qualifying employee may retire due to a disability. An employee with a disability can inquire with the City and TMRS on how to evaluate this alternative if it is needed.

An employee may work with the City and TMRS to obtain information about retirement and

retirement benefits, to designate beneficiaries, or to make other changes to their individual TMRS plan alternatives.

SOCIAL SECURITY AND OTHER FEDERAL PROGRAMS

The City of New Fairview participates in the Social Security program, Medicare and other mandated programs of the federal government. The required amounts are withheld from employee pay checks and are processed through the federal government as required by law. Benefits are available based upon the policies and regulations of the federal government.

UNEMPLOYMENT INSURANCE

The City of New Fairview participates in unemployment insurance as required by the State of Texas. Eligibility for unemployment benefits are subject to the conditions of separation from employment. A termination by the City for cause may result in a former employee not qualifying for unemployment benefits.

SECTION 6: CITY PROPERTY & EQUIPMENT AND VEHICLES

USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using city property employees are expected to exercise care, perform required maintenance and follow all operating instruction, safety standards and guidelines.

Employee must notify the supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective or are in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles as well as excessive or avoidable traffic and parking violations may result in disciplinary action up to and including termination of employment.

Employees with an assigned vehicle may use the vehicle to drive to and from work if they live within a 15-mile radius of City Hall. Certain vehicles are considered to be a benefit to the employee when used to commute to and from work. Employees will be taxed in accordance with IRS rules for the use of a City vehicle to commute between work and home.

City-provided vehicles also have GPS tracking devices to show the current location, previous locations, status and speed of the vehicle at any time. As needed, supervisors may access systems which provide current and historical information on vehicle movements.

PERSONAL PHONE

Normally use of a personal phone for personal business during city work hours should be minimized.

With approval of the City Administrator and the Department Director or Supervisor, an employee may elect to use their personal phone for city work instead of a City phone. The phone and phone service must be equal in quality to that provided by the City. The City will pay the employee \$35.00 a month if they elect to use their personal phone. To qualify for this benefit, the employee must be required to have a phone for City business purposes.

If an employee elects to participate in this option and receive pay for their personal phone, the employee acknowledges and agrees that phone usage must comply with the City's policy regarding Electronic Systems and Communication Devices. Further information related to City business on an employee's personal phone is subject to a Public Information Request. This includes call information, texting messages, and web sites and data downloaded to the phone.

RETURN OF PROPERTY

Employees are responsible for all property, materials or written information issued to them or in their possession or control. Employees must return all City of New Fairview property immediately upon

request or upon termination of employment. Where permitted by applicable laws, the City of New Fairview may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The City of New Fairview may also take all action necessary to recover or protect its property. All employees are financially liable for all city issued property.

ELECTRONIC SYSTEMS AND COMMUNICATION DEVICES

I. POLICY OVERVIEW

The City will provide employees who need computers to work with computer and communications resources, when City management determines that these resources are appropriate considering the person's job responsibilities. City computer and communication resources provided to a computer user are solely the property of the City and are provided by the City to assist in the conduct of City business only. City computer and communication resources include, but are not limited to:

- a) City provided Personal computers,
- b) City provided Laptops/tough books/thin client devices,
- c) City-provided telecommunication devices (cell phones, Blackberries, tablet computers or similar, I-Pads, I-Phones),
- d) Software programs (either on the employee's system or on the City network),
- e) Access to the City's business network, including wireless and VPN network access, and network-based devices (laser/color printers, Multi-Function printers, etc.). This includes access to City resources from a device provided by the employee.
- f) Internet access available through the City network,
- g) Any electronic data created by or provided to the employee,
- h) The City e-mail system, including any message transmitted through that system regardless of original source or final destination.

For purposes of this policy, computer users are defined as an authorized employee, volunteer, or contractor of the City who uses City computer resources.

II. USE OF COMPUTER AND COMMUNICATION RESOURCES

City computer and communication resources are for use in conducting City business only and may not be used for the computer user's personal gain.

The City strives to maintain a workplace free of harassment and sensitive to the diversity of its workforce. All City policies related to the workplace environment, including policies on Harassment and Discrimination, fully apply to the use of the City's computer and communication resources (particularly including e-mail, internet and mobile text-based services). Therefore, the City prohibits the use of computer and communication resources in ways that are disruptive, offensive to others or harmful to morale.

A computer user shall be responsible for the information contained in this policy, including guidelines and definitions of acceptable and unacceptable uses of City computer

systems, e-mail communications, the Internet and other services. The burden of responsibility is on the user to inquire as to acceptable and unacceptable uses prior to accessing the system.

III. CONFIDENTIALITY AND PRIVACY

Any data created, sent or received using the City computing and communications resources, regardless of what device is used to access the message, is and remains the property of the City.

Further, in accordance with State law, all data that is composed, transmitted, or received via City computer systems are considered to be part of the official records of the City and, as such, are subject to the Texas Public Information Act, which may result in disclosure to third parties without consent of the sender or receiver. As a result, **there is NO expectation of personal privacy in the use of City computing resources, the Internet or e-mail.**

Certain types of data created and/or stored in the City's computer systems and networks are protected from disclosure under Federal, State, local or other law, including but not limited to certain personnel data, privileged communications between attorney and client, and other confidential information exempted from disclosure under the Texas Public Information Act. Computer users are responsible for protecting the confidentiality of these types of data from intentional or accidental disclosure to unauthorized parties. If there is uncertainty about whether a particular type of data must be protected, obtain permission from the appropriate Department Director.

IV. MONITORING

To ensure compliance with this policy, the City has systems which monitor, review and access any computer resource, including computers, computer files, e-mail and Internet traffic, at any time and without prior notification of any computer user.

A supervisor may monitor the activities of and inspect the files of a specific computer user on his/her computer or network. A supervisor who believes such monitoring or inspection is necessary shall obtain approval from the applicable Department Director and the City Secretary, who will provide the necessary written authorization to the IT Staff.

Additionally, the contents of electronic messages or computer files may be viewed by a system administrator or IT staff in the course of routine maintenance, or as needed for City administrative purposes, including investigation of possible violations of this policy.

V. PROPERTY, OWNERSHIP AND ACCESS RIGHTS

Computer users are prohibited from stealing or vandalizing City owned computing devices (PCs, laptops, tablets, printers, etc.), and City-owned software and data. All software, data, reports, messages and information received and stored on local and network hard drives or other storage medium (such as portable hard drives or USB storage devices), as well as other products created using the City's computer resources, are the property of the City. An employee shall not access, copy, alter or destroy anyone else's computer files, or portions thereof, without explicit permission (unless authorized or required to do so by law or regulation).

All computer users shall respect the legal protection provided by copyrights, licenses, and federal, state, or local laws and regulations. Copying City-owned or licensed software to another City computer system, or to a personal/external system is not allowed without the prior written consent of the City Administrator or designee and the employee's Department Director.

The City IT staff, as managers of the City computer and communications resources, has access to all resources without prior authorization by the user/creator, and reserves the right to set permissions and accessibility rights as it deems necessary to all city computer resources.

VI. REQUIRED COMPUTING PRACTICES

In order to ensure safe usage of City computer resources, all computer users are required to employ the following practices whenever applicable for their situation:

a. User IDs and passwords. The City's computer systems require that each user have a unique identity, referred to as an Active Directory "User ID" which represents and identifies a user in various system activities, provides access to certain software and data and associates his/her own software and data with his/her identity. (Certain employees may have additional User IDs related to specific systems or websites.) Assuming another person's User ID, or assuming an anonymous identity, is expressly prohibited. **User passwords should be changed every 90 days.**

The employee is responsible for any modification or access to system information made using his/her User ID. **Therefore, users must not share his/her User ID or passwords and should take care not to leave a system unattended while a user is logged on.**

b. Internet Content. Due to the nature of Internet and on-line services, the City cannot control the content of messages or information postings on non-City websites or services. The City reserves the right to use available technology to monitor for, and screen out, information that may be offensive, contains viruses or malware, or is not business-related, as determined by the City, although technology cannot block all sites that may contain offensive material, nor can the City prevent transmission and/or receipt of all offensive e-mail messages.

c. Internet connection. Internet use is provided through the use of a dedicated connection, a firewall and a proxy or authorization system. Internet use outside of this configuration is prohibited unless specifically authorized by the IT Staff and appropriate Department Director.

d. E-Mail Services

- **Any electronic mail message sent or received through the City's computer resources is considered City records.** The City reserves the right to access and use for business purposes the content of any message sent over its e-mail systems, including electronic mail sent over the Internet. An employee should not expect or assume any privacy regarding the content of e-mail communications. Most e-mail communications are subject to disclosure under the Public Information Act. Employees should keep in mind that any written communication, whether by e-mail or otherwise, could be publicized under Texas law.
- When communicating with individuals, groups, or institutions, an employee does so as a representative of the City. A user of City-provided e-mail systems shall use these systems in a professional manner.
- A user shall represent him/herself according to his/her true and accurate identity in any electronic message, file and transaction at all times.
- Incidental and occasional personal use of electronic mail may be permitted within the City, but such messages will be treated the same as other messages.

e. Computer Virus Issues. The City desires to protect its computing resources from both the intentional and unintentional introduction of any computer virus. Therefore, an employee shall also take responsibility by practicing safe computing, including the following computing guidelines:

i. Leave the anti-virus software running on his/her computer.

ii. Exercise care when receiving Internet e-mail or outside files on external media (such as a USB "flash drive"), particularly if the originator is unknown. Running programs directly from a USB "flash drive" or downloading/installing software from the Internet without IT staff involvement, is prohibited.

iii. Immediately report any suspicions of viruses to the IT Staff.

f. Remote Access and Wireless Access. Employees, vendors, contractors or other users who access resources inside of the City network must use an access method provided or approved by the IT Department. The City provides Virtual Private Network [VPN] software which is suitable for most requirements in this area. If an outside party requires an Internet-based remote access service (such as GoToAssist, Webex, etc.) to access City

resources, it must be approved by the IT Staff, and must be continuously monitored by a City employee while the remote connection is active.

In addition, only wireless equipment provided by the City IT staff may be used on the City network - computer users are expressly prohibited from connecting other wireless routers or access points to the City network, since this represents a potential security risk to the entire network. Connection of personal devices to the City's WiFi will not be considered a violation of this policy.

g. Purchasing and Upgrade Processes. To provide the most cost-effective and efficient service, any hardware or software acquisition, whether new or upgrades, shall be coordinated with the requesting department and IT Staff before a purchase is made. If found in violation, a system may not be supported and may be removed from service. In order to ensure compatibility and avoid possible problems, hardware and software installations shall be made by the IT staff.

Physical software license documents and software installation disks are stored by IT.

h. Telephone movement. The IT Department is required by State law to maintain an accurate, up-to-date database with the physical location of each telephone handset in the City's phone system. This database is used by emergency systems which direct emergency personnel to the handset's location when the user dials 911. For this reason, employees **are required** to contact IT staff to move a telephone handset to another location, even if the new location is within the same building.

i. Portable Computing Devices. The City may issue a portable computing device (laptop, Toughbook or tablet device, plus chargers or other accessories) to an employee for the purpose of completing their job function. By accepting the device, the employee agrees to the following rules:

- The employee is required to exercise due care for the physical security of the device at all times. This includes, but is not limited to, protection from theft, protection from heat, moisture or other elements, protection from drops, shocks, scratches, crushing or other excessive forces.
- If a protective cover or case is provided for the device, the user must ensure that the cover/case is used at all possible times.
- Employees do not allow any unauthorized use by any person.
- The City will install management software on the device which may allow for tracking of the device, and also to manage software on the device. The employee agrees not to alter or disable this software.
- In the event the unit is damaged, the unit **must** be returned to the Department Director for repair/replacement.

- The City reserves the right to charge employees for negligent or malicious damage to an assigned device, or if the device is reported as lost.

j. Employee-provided devices. The City may permit employee-provided telephones or tablet devices to connect to the City network to access specific applications and data (for example, email and calendaring services). Such access must be approved by the employee's Department Director. The City reserves the right to limit the brand/model of devices permitted to access the network, to discontinue a specific brand or type of device in the future, allow the City to run management software on the device, and to require that the employee follow certain security standards as a condition of allowing the device to connect to the City network.

k. Unacceptable Computer and Internet Usage. Users are not allowed to use the City's computer resources in any manner identified in this section. Specific exemption to these unacceptable uses may be made for Police Department investigations with the approval of the Chief or his/her designee, (who will provide the necessary authorization to the City Administrator or designee). Such unacceptable usage includes, but is not limited to:

- Use of City computers, systems, communication equipment, the Internet or any other on-line service for any purpose which violates any City, state or federal law.
- Destruction or damage to equipment, software, or data belonging to the City or others.
- Use of city computers and communication equipment for private business, commercial purposes or personal financial gain, including external consulting, commercial advertising, or for online purchasing of personal items, etc.
- Inappropriate or excessive personal use of electronic mail, Internet or other computer resources, including social media and computer gaming.
- Viewing, sending, copying or soliciting of sexually oriented messages or images.
- Accessing internet sites which are "adult-oriented" in nature, or which offer gambling services, or which contain obscene content of any nature.
- Use to defraud, threaten, libel or harass others, including transmission of offensive or harassing statements or images that disparage others based on their race, national origin, sex, sexual orientation, age, disability, religious beliefs or political beliefs; Impersonation of any person or communication under a false or unauthorized name.
- Inappropriate mass mailing, "spamming" or "mail bombing".

- Tampering with any software protections or restrictions placed on computer applications or files or attempting to circumvent local or network system security measures.
- Knowingly or maliciously introducing any invasive or destructive programs (i.e., viruses, worms, Trojan Horses) into City computers or networks or intentionally developing programs designed to harass other users or infiltrate a computer or computing system and/or damage or alter the software components of same;
- Attempting to damage, interfere with or disrupt operation of computing equipment, services, or network or data communications lines.
- Using City computing resources for purposes other than those intended by the department authorizing access, including allowing access by unauthorized persons.
- Attempting to modify City-owned or licensed software or related data files without prior written approval by the city's IT Department.
- Using City computer resources (particularly large amounts of printer or plotter use) for fundraising, partisan politics, charity or public relations activities not specifically authorized by the Department Director **and** not related to City activities.
- Intentionally seeking information or security access rights on, obtaining copies of, or modifying files or data without proper authorization.
- Intentionally copying or printing any software, electronic file, program or data using City provided computer systems, internet or other, on-line services without a prior, good faith determination that such copying or printing is, in fact, permissible. Any efforts to obtain permission should be adequately documented.

Violation of Policy. A user who violates this Policy, including engaging in inappropriate and/or unacceptable use of the City's computer and communication resources, shall be subject to revocation or suspension of user privileges and/or disciplinary action, up to and including termination of employment.

Personal Use of Social Media

“Social Media” includes various forms of discussion and information sharing tools including social networking, blogs, video sharing, podcasts, wikis, message boards and online forums. Technologies include picture and video sharing, wall postings, e-mail, instant messaging, and music sharing, to name a few. Examples of Social Media applications include, but are not limited to, Google and Yahoo Groups, Wikipedia, Facebook, YouTube, Twitter, LinkedIn, and blogging.

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

If the employee's personal social media includes any information related to the City, the employee shall make clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.

Employees are expected to act responsibly on and off duty, and to exercise good judgment when using social media. Employees should be aware that postings on social media sites, even if done off premises and while off duty, could have an adverse effect on the City's legitimate business interests.

Employees may not use the City's logo, letterhead or other identifying material including pictures of themselves or co-workers wearing or displaying the City's logo.

Employees are expected to refrain from posting on personal social media sites information that may constitute a violation of these policies, even if the posting is made off premises and while off duty. In addition, employees shall not post pornographic pictures of any type that could identify them as an employee of the City.

Employees are expected to remove posting violating this policy, even when placed by others on a personal social media site.

SECTION 7: WORK ENVIRONMENT

SAFETY

Some of the best safety improvement ideas come from employees. Those with ideas, concerns or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or with another supervisor. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situation, or who fail to report or where appropriate, remedy such situations may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures. Following an accident, the City of New Fairview may require the employee to undergo drug testing in accordance with the drug testing policy in this section.

SMOKING

In keeping with the City of New Fairview's intent to provide a safe and healthful work environment, smoking and the use of tobacco products, including e-cigarettes is prohibited throughout the workplace. This policy applies equally to all employees, customers and visitors. Areas may be designated where smoking is allowed before or after work, or during brief authorized breaks.

EMERGENCY CLOSINGS

At times emergencies such as severe weather, fires, power outages or earthquakes can disrupt City operations. In extreme cases, these circumstances may require the closing of a work facility. Closings may be declared by the City Administrator and/or the City Administrator's designee.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work these days will receive regular pay.

VISITORS IN THE WORKPLACE

To ensure the completion of assigned work, the safety and security of employees and visitors, and to protect City resources and facilities, only authorized visitors are allowed for any extended period of time in the workplace. An extended period of time is defined as longer than five (5) minutes. Restricting unauthorized visitors helps to maintain safety standards, protect against theft, ensures security of equipment, protect confidential information, safeguard employee welfare and avoid potential distractions and disturbances.

The employee or visitor must speak with the employee's director or supervisor and obtain permission prior to visiting the employee. Visitors are not authorized to enter a construction work site where safety is a concern. Visitors are not allowed to enter an employee workspace or behind a desk or area where sensitive information is managed, or financial resources are controlled. If necessary, the employee shall leave the work site to meet with and speak with a visitor.

Employees who endanger themselves, other employees or visitors, who endanger city equipment or resources, or who allow assigned work to be stopped for an extended period of time by not following these guidelines may be subject to personnel action.

DRUG FREE WORKPLACE

PURPOSE

It is our responsibility to our citizens to assure that we deliver the highest degree of service, which can only be delivered by drug and alcohol-free employees. For this reason, the City will seek to prevent drug and alcohol use/abuse during an employee's course of employment with the City. Drug and/or alcohol testing will be conducted based on reasonable suspicion, following accidents, and prior to employment. Due to the importance of the policy, the City reserves the right to conduct searches and inspections of employees and their personal property to the extent permitted by law.

POLICY

In order to maintain a drug and alcohol-free workplace, an employee may not manufacture, distribute, dispense, possess, use or be under the influence of the following substances or drug paraphernalia while in the workplace, during working hours, while driving a City vehicle, or while otherwise discharging duties as a City employee:

- A. Illegal drugs, controlled substances, or controlled substances analogues, and Marijuana (in any amount). As used in this policy controlled substances and controlled substances analogues are as defined by Texas Health and Safety Code, as amended.
- B. Abusable glues and aerosol paints (inhalants) when such use or possession is outside of the employee's normal job function. Abusable glues and inhalants are as defined in Vernon's Texas Codes Annotated Health and Safety Code, as amended Section 485.001.
- C. Alcoholic beverages. For purpose of this policy alcoholic beverage means alcohol or any beverage containing more than one half of one percent of alcohol by volume alone or when diluted.
- D. Drug paraphernalia means equipment, a product or material of any kind that may be used in connection with drugs, as defined in the Texas Health and Safety Code.

TESTING

To ensure compliance with the rules of this policy, the City may require that an employee or job applicants submit to a test to detect the presence of illegal drugs or alcohol and as a condition of employment or continued employment under the following circumstances:

A. Post-Offer Drug Screening.

Individuals who have been offered employment with the City shall be required to submit to post-offer pre-employment drug tests. All such tests will be conducted under the supervision of the City's designated physician or testing facility.

An applicant with a confirmed positive test for any illegal drug or any drug for which he or she does not have a valid medical prescription, will not be considered further for employment. The applicant may be considered for employment and re-testing after a period of 12 months.

All job applicants will be required to sign a consent form authorizing pre-employment drug testing and the use of test results in employment decisions. Applicants who refuse to sign the consent form will not be considered for employment.

B. Reasonable Suspicion Testing of Current Employees.

When a supervisor has a reasonable suspicion that an employee, at work or when reporting to work, appears to be under the influence of alcohol or illegal drugs, or otherwise impaired, and therefore may be impaired or unfit for duty, the employee will be required to consent to a drug and/or alcohol test.

Circumstances which constitute a factual basis for determining reasonable suspicion may include, but are not limited to:

- (1) Direct observation of drug or alcohol use or possession;
- (2) Possession of drug paraphernalia;
- (3) Observation of physical symptoms of drug or alcohol use, such as slurred speech, red watery eyes, dilated pupils, drowsiness, or sleeping;
- (4) Sudden, unexplained personality changes, drastic mood swings, or changes in personal habits, including inattention to personal hygiene or frequently borrowing money;
- (5) Documented deterioration of an employee's job performance, which may include excessive absenteeism or tardiness;
- (6) Information provided by a reliable or credible source which is independently corroborated;
- (7) Involvement in accidents or injury in which obvious precautions were not taken, improper or careless orders were given, or an unusually reckless attitude is present;
- (8) Arrest or conviction for a drug or alcohol-related offense on or off the job, or the identification of an employee as the focus of a criminal investigation into illegal drug use, possession, or trafficking.

In establishing a basis for reasonable suspicion, the supervisor will interview the employee about possible causes for the observed behavior, and will describe the incident in writing. This process will serve to document the circumstances leading to the conclusion that a test for the presence of an illegal drug or alcohol is warranted.

Once the initial interview and written description has been completed, the highest ranking available department official must contact the City Administrator for a review of the documentation. The City Administrator must concur with the department official's recommendation before a drug and alcohol test is performed. Outside of regular working hours, or at times when the City Administrator is not available for consultation, the highest ranking department official may order an employee to submit to an immediate drug and alcohol test, pursuant to the guidelines of this policy. The City Administrator must be notified of the testing at the earliest opportunity, and all records relating to the incident will be maintained by the City Secretary.

C. Post-Accident Testing

An alcohol and drug test will be administered to an employee who, while on duty, is involved in a vehicular or other type of accident if: (1) the accident involved loss of human life; (2) the employee received a citation for a moving violation arising from the scene of the accident; (3) the accident involved bodily injury to any person who, as a result of the injury, immediately receives medical treatment; (4) one or more motor vehicles incurs damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle; or (5) the accident caused property damage.

An employee shall be subject to post-accident alcohol and drug testing as soon as practicable following the accident.

An employee subject to post-accident testing shall be subject to a breath alcohol test not later than eight hours following the accident and to a drug test no later than 32 hours following the accident.

If an alcohol test is not administered within two hours following the accident, the reasons the test was not administered shall be documented. If an alcohol test is not administered within eight hours following the accident, attempts to administer the test shall cease and the reasons for the delay documented. If a drug test is not administered within 32 hours following the accident, attempts to administer a drug test shall cease the reasons the test was not promptly administered documented.

An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing. Nothing herein shall be construed to require the delay of necessary medical attention or to prohibit the employee from leaving the scene of the accident for the period of time necessary to obtain assistance in responding to the accident, obtain necessary medical treatment for injured people, or to obtain materials necessary to secure the accident site.

The supervisor, employee, or other City employee must contact the City Administrator, or designee, regarding the need for post-accident testing.

D. Conducting Drug and Alcohol Tests.

Employees required to submit to a drug or alcohol test will be required to sign a consent form. Refusal to sign the consent form shall be considered a refusal to take a drug or alcohol test and will result in immediate termination of employment.

All drug and alcohol tests will be conducted under the supervision of the City's designated physician or testing facility. Testing will be performed using a specimen of urine, or other bodily fluid suitable for testing. Collection of specimens, delivery of specimens to a laboratory, and laboratory testing will all be conducted in accordance with relevant security-related provisions of the Mandatory Guidelines for Federal Work Place Drug Testing Programs. Laboratory testing will be conducted only by laboratories that have been certified by the Department of Health and Human Services.

The City will screen for all substances required the Mandatory Guidelines for Federal Drug Testing Programs and the cut of levels for a positive result established therein.

In the event that a positive finding may have been caused by the use of a prescribed medication, the tested person will be given the opportunity to confer with the supervising physician, and to present a current prescription for a medication that caused the positive test result. If the physician finds the prescribed medication to be the legitimate cause of the test result, the overall test results will be reported to the City as "negative", and the person shall not be subject to any adverse action as a result of the drug test. However, disciplinary action may be taken against an employee who failed to disclose the use of over-the counter or prescription medication as required in this Article.

An employee or applicant who tests "positive" may request a re-test of the original sample at the employee's own expense. An employee's request for a re-test must be made in writing to the City Administrator within three working days of receipt of the test results. Applicants must submit a written request to be re-tested to the City Administrator within three (3) working days of receipt of the test results. Re-testing may be performed by the same laboratory or by a second laboratory that meets the City's laboratory certification requirements. Proper chain-of-custody procedures must be followed when transferring specimens.

E. Consequences of Positive Test Results or Failure to Submit to a Drug and Alcohol Test.

Any employee who tests positive for the presence of illegal drugs or alcohol in a reasonable suspicion or post-accident drug and alcohol test shall be subject to discipline, including dismissal.

Employees who refuse to submit to a drug and alcohol test required pursuant to this article shall be subject to discipline, including dismissal.

Sec. 9.09. Security of Data.

Test results will be held in the strictest confidence. The personal identification of the individuals failing to pass the test will not be communicated to anyone other than the individual and the appropriate City employees on a need to know basis. For purposes of this section, those with a need to know will be the City Secretary or designee, the City Administrator, the City's Attorney, the head

of the department in which the employee works, and the employee's immediate supervisor. Applicants and employees who are tested will be provided with a copy of the test results if requested in writing. Dissemination of information relating to the results of any drug testing conducted on any employee to any person who has no need to know, may result in disciplinary action, including dismissal of the person disseminating the information.

NOTIFICATION

Pursuant to the Drug-Free Workplace Act of 1988, the City requires all employees to notify their supervisor of any criminal drug or alcohol related conviction (state or federal) no later than five (5) days after the conviction. This requirement does not relieve the employee of the obligation to report an arrest under this policy.

OVER-THE-COUNTER/PRESCRIPTION DRUGS

- A. The City reserves the right at all times to determine the effect(s) that any medication (prescribed or over-the-counter) may have upon an employee's work performance and to restrict the employee's work activity or presence at the work place accordingly.
- B. Employees are directed to notify his/her supervisor when he/she is taking medication that has the potential to affect motor skills and mental clarity. Failure to provide this notification creates an unacceptable risk and will result in disciplinary action up to and including termination.

REHABILITATION

- A. The City encourages employees and their dependents to seek early voluntary treatment for substance abuse problems.
- B. However, those who are discovered by drug testing, being visibly intoxicated or having a detectable amount of alcohol in their system while on the job, or being in possession of controlled substances or alcoholic beverages while on duty will be subject to disciplinary action up to and including termination.

CITY OF NEW FAIRVIEW PERSONNEL POLICY WEAPONS CONTROL

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help protect employees from workplace violence by providing policies for employees carrying weapons on City property.

Definitions. In this section:

(1) CITY WORK SITE includes:

- (a) City buildings and real property;
- (b) other assigned work locations;
- (c) City vehicles and equipment; and
- (d) private vehicles while being used on City business, for which the City is paying a car allowance or mileage reimbursement.

(2) CITY BUILDING means a building or portion of a building owned, leased, or otherwise controlled by the City.

Weapons Restrictions. Unless specifically authorized by the City Administrator in accordance with this policy, no employee, other than a licensed peace officer, shall carry or possess a firearm or other weapon on a City Work Site or in a City Building while on duty, or at any time while engaging in City-related business. Prohibited weapons include any instrument or weapon that is specifically designed, made, or adapted for the purpose of inflicting serious bodily injury or death, including, but not limited to, firearms, handguns, clubs, explosive devices, illegal knives, crossbows, bows and arrows, throwing stars, and knuckles, regardless of whether or not the person is licensed by the State of Texas to carry a concealed handgun. Employees do not have an expectation of privacy and the City retains the right to investigate and search for firearms or other weapons on City property.

This policy will not prohibit an employee licensed by the State of Texas to carry a concealed handgun from carrying a weapon in the employee's private vehicle while not on City business or when the City is not paying a car allowance or mileage reimbursement. This section will not prohibit an employee from storing an unloaded and appropriately secured weapon in the employee's vehicle parked at a City Work Site.

The City Administrator may specifically authorize an employee to carry a handgun in accordance with this policy. Employees authorized to carry a handgun on a City Work Site may only carry in a concealed manner after receiving written approval from the City Administrator. To be eligible to carry a concealed handgun on a City Work Site the employee must be licensed by the State of Texas to carry a handgun and provide a copy of the current license to carry to the City Administrator. A new license shall be presented in the month the license is obtained, and then by January 31st each year thereafter. The City Administrator shall confirm the validity of an employee's license to carry and place a copy in the employee's personnel file. The City Administrator may require an employee to receive additional firearm training prior to being authorized to carry a concealed handgun on a City Work Site. The City Administrator has discretion to withdraw an employee's authorization to carry a concealed

handgun at any time and without cause.

While on a City Work Site, employees approved to carry a concealed handgun are solely responsible for concealing their handgun in a safe and secure manner so that it is not accessible by other employees or members of the public. An employee authorized to carry a concealed handgun on a City Work Site has a heightened duty to not harass, intimidate, or threaten violent behavior toward anyone whether the conduct occurs on-duty or off-duty.

Mandatory Reporting of Weapon Restriction Policy Violations.

Department Directors are responsible for ensuring employees comply with the provisions of this policy. Any employee observing another employee violating the Weapons Restrictions must immediately notify his/her supervisor and Department Director who must report to the City Administrator. The supervisor, Department Director or City Administrator who receives a verbal complaint from an employee shall document in writing the alleged Weapon Restriction policy violation, the date the verbal complaint was received and the name of the employee making the complaint.

Any employee who observes a Weapons Restriction violation by an employee causing a disturbance or behavior that raises concern for safety should:

Move to a safe location.

Notify a supervisor immediately.

Call 911.

When appropriate, harassment, intimidation, and threats and incidents of violence will be documented. Documentation will be maintained by the City Administrator and/or the Police Department.

Confidentiality. To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of employees complying with the mandatory reporting requirements for Weapons Restriction violations and/or acts or threats of violence and will treat information and reports confidentially to the extent permitted by law. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis, and as may otherwise be required by law, such as the Texas Public Information Act.

Policy Violations. Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations that involve a criminal act may also result in arrest and prosecution.

ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the City of New Fairview expects employees to be reliable and punctual in reporting for work. Absenteeism and tardiness place a burden on other employees. In the rare instance when employees cannot avoid being late to work

or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence by a phone call or by a phone message.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

All time off, including sick, vacation, etc., must be reported as follows: employees must notify their immediate supervisor, Department Directors must notify the City Secretary and the City Administrator.

PERSONAL APPEARANCE

As a requirement for employment, City employees will dress in a clean, orderly and professional manner. The City Administrator may provide written direction from time to time to clarify any questions about what constitutes a clean, orderly and professional appearance. A clean, orderly, and professional appearance reflects on the City as an organization and helps communicate that the City intends to conduct its services in a professional manner.

Operational public-contact employees shall wear City issued uniforms while on-duty to aid in their identification, enhance security, and promote the professional image of the organization.

TATTOOS AND BODY PIERCING

Tattoos must be covered. Body piercing shall be limited to the ears. No other visible body piercing is permitted.

ENFORCEMENT

Department Directors and supervisors are responsible for monitoring and enforcing this policy. The policy will be administered according to the following action steps:

1. If questionable attire is worn in the office, the respective Department Director/Supervisor will hold a personal, private discussion with the employee to counsel the employee regarding the inappropriateness of the attire.
2. If an obvious policy violation occurs, the Department Director/Supervisor will hold a private discussion with the employee and ask the employee to go home and change his/her attire immediately.
3. Repeated policy violations will result in disciplinary action, up to and including termination.

The City of New Fairview reserves the right to rescind and/or amend this policy at any time.

Political Activity

In order to maintain a high level of professionalism within the City and maintain the proper operation of a democratic government, an employee of the City shall not:

- (1) Coerce another employee to participate in, or to refrain from participating in, a political campaign; or
- (2) Require an employee to contribute to any political fund, render any political service, or support any political election or punish an employee in any way for refusing to do so.

Endorsements as City Employees. Employees are prohibited from using their official capacity to influence, interfere with, or affect the results of an election. City employees shall not participate in any of the following types of activities:

(1) Employees, during hours of work or while in uniform, shall not take an active part in any political campaign for an elective position. The term "active part" includes but is not limited to the following:

- (A) making political speeches;
- (B) passing out cards or other political literature;
- (C) writing letters or signing petitions;
- (D) actively and openly soliciting votes; or
- (E) making public remarks about the candidates for such elective positions.

(2) Employees shall not engage in any activity which could be construed as giving City sanction to any candidate for public office. This includes, but is not limited to, the following:

- (A) soliciting votes, wearing campaign buttons, or distributing campaign literature at work or in the offices or buildings of the City;
- (B) listing the employee's position or occupation in an endorsement of a candidate for public office; or
- (C) addressing political gatherings in support of, or in opposition to, a partisan candidate where the employee's occupation is mentioned or listed.

Candidates for Political Office. Employees shall not hold an appointive, elective, or any other kind of office in any jurisdiction, where service would constitute a direct conflict of interest with City employment. If an employee decides to assume such an office, the employee shall resign from City employment or shall immediately forfeit employment with the City. An employee must notify

the City Administrator, in writing, of the Employee's intent to seek any appointive or elective office prior to announcing the Employee's candidacy for same.

Conflict of Interest.

It is hereby declared to be the policy of the City that the proper operation of democratic government requires that:

- (1) Public employees be independent, impartial and responsible only to the taxpayers;
- (2) Governmental decisions and policy be made using the proper procedures of the governmental structure; and
- (3) No employee have any financial interest, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest.

Standards of Conduct. An employee of the City shall not:

- (1) Accept or solicit a benefit that might reasonably tend to influence the employee in the discharge of his/her official duties.
- (2) Use his/her official position to secure special privileges or exemptions for himself or others.
- (3) Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. This shall not prohibit the granting of fringe benefits to City employees as a part of their employment or as an added incentive to the securing or retaining of employees.
- (4) Disclose information that could adversely affect the property or affairs of the City, or directly or indirectly, use any information understood to be confidential which was gained by reason of his/her employment for his/her own personal gain or benefit or for the private interest of others.
- (5) Transact any business on behalf of the City in his/her official capacity with any business entity with which he/she is an officer, agent or member or in which he/she has a financial interest. In the event that such a circumstance should arise, then he/she shall make known his/her interest, and turn the matter over to his/her superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.
- (6) Personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the City.
- (7) Accept other employment or engage in outside activities incompatible with the full and proper discharge of his/her duties and responsibilities with the City, or which might impair his/her independent judgment in the performance of his/her public duty. An employee

who plans to engage in outside employment while employed by the City must follow the secondary employment policy.

- (8) Receive any fee or compensation for services due to status as an employee of the City, from any source other than the City, except as may be otherwise provided by law. This shall not prohibit an employee from performing the same or other services for a public or private organization that the employee performs for the City, providing there is no conflict with the employee's City duties and responsibilities.
- (9) Knowingly perform or refuse to perform any act to deliberately thwart the execution of the City rules or regulations or the achievement of official City programs.
- (10) Use City supplies, equipment or facilities, or receive any fee or compensation for the use of City supplies, equipment or facilities, for any purpose other than the conduct of official City business.
- (11) Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the City or that reflects discredit upon the government of the City.

SECTION 8: TRAVEL AND EDUCATION

BUSINESS TRAVEL EXPENSES

The City of New Fairview recognizes that direct benefits accrue to the City as the result of employee attendance and training at seminars and meetings. All proposed travel must be for job related or professional activities. The following guidelines must be followed:

1. All travel request forms will be signed by Department Director indicating the availability of funds and sent to the Finance Department.
2. Brochures, registration forms, agendas and other descriptive data must accompany the travel request.
3. All requests must normally be submitted at least two weeks prior to the date of departure.
4. For approved travel, employees will be reimbursed by the City for their travel, lodging, and registration fee expenses.
5. Receipts are required for all reimbursable expenses including fees, tuition, lodging and other approved expenses. Employees will not be reimbursed for personal items including movies, games, long distance phone calls, use of alcohol, or other items that are not related to the city purpose that requires travel.
6. For meals and Incidentals, a per diem rate will be paid to the employee as set by the General Services Administration. The GSA website is <http://www.gsa.gov/portal/content/104877>. Meals and Incidental breakdown can be located at <http://www.gsa.gov/portal/content/101518> for partial days. No receipts are necessary for meals paid for by per diem. Employees must also be away from the City of New Fairview area before 6:30 a.m. and return after 7:00 p.m. to receive the respective breakfast or dinner portion of the per-diem. The employee will normally be paid the per diem in advance before leaving on the trip. Any meal expenses, including tips, above the per diem will be the responsibility for the employee to pay. If the employee receives the per diem in advance of the trip, and then does not travel for any reason, or only travels for part of the number of days approved, the employee shall be responsible to reimburse the City for the unused portion of the per diem amount.
7. Employees using their private automobiles for authorized trips within the state will be reimbursed for the most direct route at the standard IRS mileage rate. Employees using private auto will be reimbursed for parking, toll fees and other travel expenses as approved by the City Administrator, upon submittal of valid receipts.
8. Employees using City vehicles for authorized travel will be reimbursed for all actual operating expenses, tolls, parking fees and other travel expenses approved by the City Administrator, upon submittal of valid receipts. The use of private vehicles by employees is discouraged and should only be used when no other option is available.

9. Within ten (10) days of completion of any travel, City employees and/or elected officials must submit their Travel Request Forms and receipts to the Accounts Payable Department.
10. Payment for lodging and registration should normally be paid in advance unless participation in the training or conference is uncertain. Advance expenses may be allowed to cover the costs of travel, lodging, and registration fees. The meal per diem for meals will be paid in advance to the employee. Requests must be made on the City of New Fairview's Travel Request Form.

TUITION REIMBURSEMENT

Tuition reimbursement is offered to all regular full-time employees who have successfully completed their probationary period with the City and who wish to enroll in college-level courses for academic credits. Tuition reimbursement is intended to help you maintain a satisfactory level of knowledge and expertise in your present position as well as to help develop your skills and increase your potential for future advancement with our City. Tuition reimbursement will be authorized for both undergraduate and graduate courses from an accredited college. If you are unsure if a college course is from an accredited college, please contact the City Administrator.

Courses taken must be job-related, required to complete a job-related degree, or beneficial to the city. **Maximum amount of tuition reimbursement will be \$2,500.00 per fiscal year, subject to availability of funds.** This amount is for tuition only. Textbooks, fees and supplies are not covered.

All classes must be taken on off-duty time.

If you are considering taking a college course for credit, talk to your supervisor to be sure your intended courses will qualify for reimbursement and to allow consideration for it during the budget process. Before you enroll in the course the required forms must be approved by your Director and submitted to the City Secretary. Tuition will not be reimbursed until successful completion of the course with a grade of "C" or better. You may, within 30 days of receiving your grade report showing completion with a grade "C" or better, submit your grade report and a copy of your receipts to your Director. Your Director will prepare a payment authorization for tuition reimbursement and forward the City Administrator for processing.

SECTION 9: EMPLOYEE DISCIPLINE AND GRIEVANCE PROCEDURE

CONDUCT WARRANTING DISCIPLINARY ACTION

Disciplinary action may be taken based upon violations of any provision of this policy. In addition, disciplinary action may be taken based upon any of the items listed below. This list is not intended to be all-inclusive; it is however representative of the kinds of conduct and incidents which warrant disciplinary action.

- Failure to perform assigned work.
- Failure to perform work in a satisfactory manner.
- Failure to observe safety policies, procedures, rules, regulations or standards.
- Engaging in behavior that threatens the safety of self, co-workers or the general public.
- Possessing a record or pattern of unsafe work behavior as evidenced by multiple preventable accidents.
- Carelessness or negligence in performing work.
- Failure to call in to notify supervisor of tardiness or absence.
- Misrepresentation or failure to adequately document the need to be off work.
- Failure to maintain or operate equipment, tools or vehicle in appropriate manner.
- Misrepresenting or omitting information for the benefit of self or others.
- Engaging in behavior which is inappropriate or disruptive in the workplace.
- Discourteous treatment of others.
- Violation of the City's Drug Free Workplace policy
- Insubordination
- Possession of unauthorized weapons.
- Giving or accepting gifts, money or favors in exchange for some benefit to self or others.
- Failure to maintain confidentiality.
- Violation of written city, departmental or division work rules, procedures or policies.
- Horseplay in the workplace.
- Misuse or misrepresentation of one's position or authority.
- Engaging in harassment or discrimination in the workplace and/or while conducting city business in violation of the _____ policy.
- Engaging in behavior while off duty which reflects adversely upon the City.
- Excessive absenteeism or tardiness.
- Theft of money, equipment, supplies, time, etc.
- Misuse or misappropriation of City monies and/or property.
- Falsifying documentation.
- Job abandonment -- occurs when an employee deliberately and without authorization is absent from the job, or refuses a legitimate order to report to work for two consecutive days. An employee who has abandoned his job is considered to have resigned without notice.
- 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 on the confidence of the public in the City.
- Disregard of public trust -- any conduct, during or off working hours, which, on becoming public knowledge, could impair the public's confidence or trust in the operation of the City.

DISCIPLINE, APPEAL, AND GRIEVANCE PROCEDURES.

Discipline Procedures

The interest of ensuring that the supervisor has all of the necessary information, and to ensure that mistakes in judgment are not made due to lack of information, the following measures shall be taken prior to imposing any discipline. While the following steps and procedures should be taken in every case before discipline is imposed, failure to take any one or all of the measures shall not give rise to a claim, cause of action, or other legal action against the City.

In certain instances, the City will use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available to it and may begin the disciplinary process at any level, up to and including immediate dismissal, depending on the severity of the conduct, the employee's work performance, the employee's prior disciplinary history, the employee's length of service, and any mitigating circumstances.

The procedures for a disciplinary action of formal reprimand, suspension, demotion, or dismissal include the following:

(1) Before any disciplinary action of suspension, demotion, or dismissal is taken against an employee, the supervisor is required to meet with the employee, inform the employee of the charges and that discipline could be imposed, and give the employee the opportunity to explain or defend his/her actions or omissions.

(2) A Supervisor has the authority to reprimand, suspend, demote, or dismiss an employee. When one of these disciplinary actions is taken against an employee, the employee must be given written notice stating:

- (A) the type of disciplinary action taken, i.e., reprimand, suspension, demotion or dismissal;
- (B) the specific rule or rules violated;
- (C) the specific acts of the employee which were in violation of the rule;
- (D) the employee's right to appeal, if any, to a specific office within a specified time; and
- (E) the finality of the action if the employee fails to appeal within the specified time.

(3) If the disciplinary action is dismissal, demotion, or suspension, a regular employee (excluding Provisional new hires) may appeal by filing written notice with the City Administrator within three (3) working days from the time the employee is notified of the action. The City Administrator will conduct an appeal meeting, at which time the employee or supervisor may produce information related to the disciplinary decision for the City Administrator's consideration. The decision of the City Administrator is final. An employee who receives discipline from the City Administrator has no right to appeal.

Grievances

A grievance shall mean an alleged violation or inequitable application of rules, regulations, procedures or policies of the City; or a dispute between two or more employees; or between an employer and employee concerning interpretations or applications of provisions of rules, regulations, procedures or policies relating to work which adversely and directly affects the aggrieved employee. The grievance procedure may not be used to complain about disciplinary action.

Employees are encouraged to make reasonable efforts to resolve a dispute before filing a formal grievance. Employees should make an effort to address any grievance in a timely manner. In any event, a grievance must be filed within 30 days from the date of the alleged violation or event that created the grievance, or within 30 days after the employee becomes aware of the event giving rise to the grievance.

Should an employee have a grievance against his/her supervisor then the employee will follow the procedure below, but may file the grievance with the next higher level.

An employee who has a grievance must present it in writing to his/her supervisor. The supervisor will conduct an interview with the employee and, within ten (10) working days, make a determination regarding the grievance. The supervisor's determination will be presented to the employee in writing. If the matter is resolved at this level, a written record of the grievance, the supervisor's determination and any action resulting from the grievance becomes part of the employee's permanent record. If the matter cannot be resolved at this level, the supervisor, upon request, will make his/her written determination available to the next supervisory level.

If a satisfactory resolution of the complaint is not reached with the employee's direct supervisor, the employee may, within five (5) working days, request that the matter be referred to the next supervisor in the chain of command for hearing and resolution. The reviewing supervisor will conduct an interview and consider the merits of the complaint and within 10 working days, make a determination regarding the grievance. The reviewing supervisor's determination will be presented to the employee in writing. If the matter is resolved at this level, a written record of the grievance, the supervisor's determination, the reviewing supervisor's determination and any action resulting from the grievance becomes part of the employee's permanent record.

If a satisfactory resolution of the complaint is not reached with the reviewing supervisor, the employee may, within five (5) working days, request that the matter be referred to the City Administrator for hearing and resolution. The City Administrator shall, within five (5) working days, conduct an interview and consider the merits of the complaint. If the City Administrator does not immediately make a determination, he/she will estimate the time needed to reach a determination and provide this estimate to the employee. He/she will make a final determination on the matter and, if necessary order policy changes and/or take other actions in the best interest of the City. The City Administrator's determination will be presented to the employee in writing. A written record of the grievance, the supervisor's determination, the reviewing supervisor's determination, and the City Administrator's determination will become part of the employee's permanent record. The City Administrator's determination is final.

At the employee's expense, employees may be represented by legal counsel or may request assistance from anyone of his/her choosing. The grievance procedure shall be informal. All discussions shall be conducted in a manner most conducive to quick and satisfactory resolution of the matter.



**City of New Fairview
City Council
Regular Called Meeting Minutes
999 Illinois Lane
Monday, March 4, 2024**

**CITY COUNCIL
Mayor John Taylor
Mayor Pro Tem Steven King
Place 1 Councilman Harvey Lynn Burger
Place 2 Councilman Peter Kozlowski
Place 3 Councilwoman Sarah Adams
Place 5 Councilman Richard Greene**

**City Staff
John Cabrales Jr, City Administrator
Brooke Boller, City Secretary
Roberta (Robin) Cross, City Attorney – Virtual**

WORK SESSION

1. Call to Order and Determination of Quorum (**Work Session called to order by Mayor John Taylor at 7:00 pm; Roll Call with the above-mentioned names.**)
2. Receive a report and hold a discussion regarding drafting a Naming Policy for City buildings, facilities, land, or any portion thereof.
Council heard from City Administrator John Cabrles Jr and received feedback from Council in regard to drafting a Naming Policy. Council collectively agreed on the following
 1. **No historic figures, past elected officials or staff**
 2. **There needs to be an application process**
 3. **There needs to be a review process which consist of 2 council members, 2 staff members, 2 Board Members/Citizens & The Mayor (No Vote)**
 4. **There should be a threshold amount – 10% in cash to cover cost**
3. Adjournment
**Motion: Councilwoman Sarah Adams
Second: Councilman Richard Greene
Vote: All in Favor
Result: Work session was adjourned at 7:51pm.**

REGULAR SESSION

1. Call to Order and Determination of Quorum (**Regular Session called to order by Mayor John Taylor at 7:51 pm; Roll Call with the above-mentioned names.**)

2. Pledge to the Flags.
 - A. United States of America
 - B. Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.
3. Announcements & Special Recognitions: The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
4. City Administrator's Report: The City Administrator's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.
Reminder the Park Survey is still open & scheduled to close at the end of March 2024. Reminder that the Easter Event will be April 23rd. City Staff wanted to thank Boyd PD for their help in finding the citizens responsible for the damage to the park after the rain and wanted to let Council know that the parents of the children did come and pay for the tickets wrote by Boyd PD.
5. Public Comment: The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens with the opportunity to speak, there is a three-minute limit on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.
6. Consent Agenda: All matters as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. An item can be removed from the consent agenda by the City Administrator, Mayor, or any member of the City Council and will be considered after approval of the consent agenda.
 - A. Approve the City Council Meeting minutes for February 19, 2024.
Motion: Councilman Richard Greene
Second: Councilwoman Sarah Adams
Vote: All in Favor
Result: Council approved City Council minutes for February 19, 2024.
7. New Business: All matters listed in New Business will be discussed and considered separately.
 - A. Receive, consider, and act on a Resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of the current and future annual assessments to the Atmos Cities Steering Committee to fund regulatory and activities related to Atmos Corporation.
Motion: Councilmember Harvey Lynn Burger
Second: Councilwoman Sarah Adams
Vote: All in Favor
Result: Council approved a Resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of the current and future annual assessments to the Atmos Cities Steering Committee to fund regulatory and activities related to Atmos Corporation.
 - B. Receive, consider, and act on an Ordinance declaring the unopposed candidates for the three (3) City Council Members as elected, and providing that the May 4, 2024 Regular Municipal General Election shall not be held.

Motion: Councilman Richard Greene

Second: Councilwoman Sarah Adams

Vote: All in Favor

Result: Council approved an Ordinance declaring the unopposed candidates for the three (3) City Council Member places as elected, and providing that the May 4, 2024 Regular Municipal General Election shall not be held.

8. Executive Session: Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.
- **Council recessed to Executive session at 8:10pm**
 - A. § 551.071(2): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding:
 - 1. Employment Agreement for John Cabrales, Jr. – **No Action Taken**
 - 2. Possible property acquisition that is east of South County Line, West of FM 407 and North of Dove Hollow Lane. - **Tabled**
 - B. §551.074: (a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
 - 1. Employment Agreement for John Cabrales, Jr. – **No Action Taken**
 - C. Section 551.072: to deliberate the purchase, exchange, lease, or value of real property.
 - 1. Possible property acquisition that is east of South County Line, West of FM 407 and North of Dove Hollow Lane. - **Tabled**
9. Return to Open Session: Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.
- **The council returned to open session at 9:00pm.**
10. Mayor & Council Member Announcements: The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.
11. Adjournment
- Motion: Councilwoman Sarah Adams**
Second: Councilman Richard Greene
Vote: All in Favor
Result: Regular session was adjourned at 9:06pm.

MINUTES APPROVED ON THIS, THE 18TH DAY OF MARCH 2024

John Taylor, Mayor

Brooke Boller, City Secretary



AGENDA ITEM: 7A

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

March 18, 2024

Professional Services Agreement with Westwood Professional Services Inc., for engineering services as the City's contract engineer

DESCRIPTION:

Receive, consider, and act on a Resolution amending the Professional Services Agreement with Westwood Professional Services Inc., for engineering services as the City's contract engineer.

BACKGROUND INFORMATION:

The City entered into a Professional Services Agreement with Pacheco Koch Engineers, Inc for engineering services as the City's contract engineer on April 19, 2011. Since that time, the City has used Pacheco Koch for various projects that require engineering services, and there have not been any issues.

Pacheco Koch was acquired by Westwood Professional Services Inc. in December of 2021, but continued operating as Pacheco Koch. On January 10, 2024, Westwood announced that Pacheco Koch has completely transitioned to Westwood. The team will continue to provide full-service engineering, surveying, planning, and landscape architecture services to both public infrastructure and private development clients throughout Texas. The team will continue to operate from their Dallas, Fort Worth, Houston, Austin, and Celina offices. Also, the fee schedule for public infrastructure services for Westwood was recently updated (see attached Exhibit B of the Agreement).

With the change of ownership and new fee schedule, the City needs to enter into a new Professional Services Agreement with Westwood Professional Services Inc., for engineering services as the City's contract engineer.

The Agreement includes a Scope of Services (Exhibit A of the Agreement) that provides for miscellaneous civil engineering consultation services including attending council meetings, meeting with outside agencies, assisting with capital improvement planning and construction projects, review of subdivisions and plat, mapping, and other services as requested by the Client.

Miscellaneous Services and General Consultation

The services to be provided by Westwood will be for various engineering, surveying and/or landscape architecture services as may be needed by the City including the following:

- Attending Council Meetings as City Engineer as required.
- Meetings with outside agencies on behalf of the City as needed.
- General engineering consultation with City Staff.

Some typical examples of additional miscellaneous assignments that could be performed under the Agreement are as follows:

- Capital improvements planning.
- Design of capital improvements.
- Review of subdivision plats and plans.
- Studies and reports on various water, sewer, street, and drainage issues.
- City mapping.
- Miscellaneous land surveying assignments.
- Other engineering, surveying and/or landscape architecture assignments as requested by the City and accepted by Westwood.

The City Council approved this Professional Services Agreement (Resolution #202402-02-114) on February 19, 2024. However, the legal department for Westwood contacted the City Attorney, requesting some changes before they would agree to sign the contract. Upon review, the City Attorney thought that the changes were acceptable, and the agreement still adequately protected the City's interests. The City Attorney also added one additional clause/sentence to Exhibit "D":

Notwithstanding anything contained herein, the representations and verifications contained in Subparagraphs (1-4) below shall survive termination of the Agreement until the applicable statute of limitations has run.

This clause/sentence was added, following the recent position taken by the Texas Attorney General:

All statutory representations and covenants in covered contracts must survive termination of the contract until the applicable statute of limitations runs for breach of contract. For contracts executed on or after December 1, 2023, the contract must contain language to the effect that "notwithstanding anything contained herein, the representations and covenants contained in [state applicable section references] shall survive termination of the agreement until the statute of limitations has run."

Staff are bringing this back for the City Council to consider with the revisions.

Staff recommend approval of the Resolution.

FINANCIAL CONSIDERATION:

For all professional services included in the Scope of Services, Westwood shall be compensated on an hourly, time and materials basis as summarized below. The total lump sum fee shall be considered full

compensation for the services, including all labor materials, supplies, and equipment necessary to deliver the services.

FEE SCHEDULE FOR PUBLIC INFRASTRUCTURE SERVICES
2024 – South

The following is the fee schedule for all work performed under an hourly agreement.

Classification	Hourly Rate
Survey Tech I – Survey Tech VI.....	\$125.00 – \$205.00
Survey Field I – Survey Field VII.....	\$70.00 – \$160.00
Graduate Surveyor I – Graduate Surveyor III	\$145.00 – \$175.00
Surveyor I – Surveyor VI.....	\$190.00 – \$265.00
Remote Sensing Field Tech I – Remote Sensing Field Tech VIII.....	\$105.00 – \$185.00 Remote
Sensing Field Manager	\$200.00
Remote Sensing Tech I – Remote Sensing Tech V	\$130.00 – \$185.00 Remote
Sensing Manager.....	\$215.00
Engineering Technician I – Engineering Tech VII.....	\$125.00 – \$200.00
Graduate Engineer I – Graduate Engineer IV	\$145.00 – \$185.00
Engineer I – Engineer VII.....	\$190.00 – \$270.00
Dust Monitor	\$75.00
Construction Observer I – Construction Observer V	\$115.00 – \$175.00
Environmental Scientist I – Environmental Scientist VIII	\$120.00 – \$240.00
Environmental Field I – Environmental Field III.....	\$80.00 – \$115.00
GIS I – GIS VIII	\$100.00 – \$205.00
Graduate Landscape Architect I – Graduate Landscape Architect III.....	\$120.00 – \$150.00
Landscape Architect I – Landscape Architect VI	\$155.00 – \$240.00
Project Processor I – Project Processor II.....	\$85.00 – \$95.00
Project Coordinator I – Project Coordinator II	\$130.00 – \$140.00
Senior Project Coordinator I – Senior Project Coordinator II	\$155.00 – \$175.00
Admin I – Admin V.....	\$85.00 – \$135.00
Intern I – Intern III	\$75.00 – \$105.00
Assistant Project Manager I – Assistant Project Manager III	\$180.00 – \$205.00
Project Manager I – Project Manager VII.....	\$195.00 – \$290.00
Expert Witness – Court Appearance/Deposition.....	2 x rate
Westwood Current™ (Geospatial Project Management Tool) Setup and Licensing	\$600.00+
Specialized Geospatial Equipment – Per Day Use	\$200.00 – \$3,000.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are sis of actual cost, plus fifteen (15) percent.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution amending the Professional Services Agreement with Westwood Professional Services Inc., for engineering services as the City’s contract engineer.

ATTACHMENT(S):

1. Resolution 202403-02-118



**CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION No. 202403-02-118**

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES INC FOR ENGINEERING SERVICES AS THE CITY’S CONTRACT ENGINEER.

WHEREAS, the City of New Fairview, Texas is a Type A General Law Municipality located in Wise and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the City entered into a Professional Services Agreement with Pacheco Koch Engineers, Inc for engineering services as the City’s contract engineer on April 19, 2011, and since that time, the City has used Pacheco Koch for various projects that require engineering services, and there have not been any issues; and

WHEREAS, Pacheco Koch was acquired by Westwood Professional Services Inc. in December of 2021, but continued operating as Pacheco Koch, and on January 10, 2024, Westwood announced that Pacheco Koch has completely transitioned to Westwood; and

WHEREAS, with the change of ownership and a new fee schedule, the City wishes to enter into a new Professional Services Agreement with Westwood Professional Services Inc., for engineering services as the City’s contract engineer; and

WHEREAS, the City Council approved a Resolution (No. 202402-02-114) amending the Professional Services Agreement with Westwood Professional Services Inc., for engineering services as the City’s contract engineer on February 19, 2024. However, the attorneys for Westwood Professional Services Inc. had requested some minor revisions to the Agreement, which were not received until after Council’s approval.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS:

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference as part of this Resolution.

SECTION 2. The City Council approves the amended Professional Services Agreement (Exhibit ‘A’) with Westwood Professional Services Inc. for engineering services as the City’s contract engineer.

SECTION 3. The City Council does authorize the City Administrator to direct and work with Westwood Professional Services Inc. to prepare and execute the necessary documents.

SECTION 4. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determined that it would have adopted this Resolution without the invalid provision.

SECTION 5. This Resolution shall take effect immediately upon its passage, as provided by law.

PRESENTED AND PASSED on this 18th day of March, 2024, at a Regular meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary

Exhibit 'A'

**General Conditions of Agreement
Services, Inc.**

Westwood Professional

This document, together with the attached **Scope of Work and Fee Proposal (“Proposal”)** for the **Project New Fairview Miscellaneous Services and General Consultation Project** dated **February 19, 2024** (the “Project”), is an agreement (the “Agreement”) between **City of New Fairview** (“Client” or “City”), located at 999 Illinois Street, New Fairview, Texas 76078 and **Westwood Professional Services, Inc. (“Westwood”)**, located at 4060 Bryant Irvin Road, Fort Worth, Texas 76109.

1.01 Basic Agreement

Westwood shall provide, or cause to be provided, the services set forth in this Agreement and as described in the accompanying Scope of Services and Compensation exhibits (the “Services”) and shall provide drawings, specifications, plans, work product, and any deliverables as described in this Agreement and the Proposal (the “Deliverables”). Westwood may engage consultants to assist in the performance of the Services.

2.01 Scope of Services

Westwood shall perform the Professional Consultant services (hereinafter referred to as the “Services”) for the Project as set forth in Exhibit “A” (the “Scope of Services”), which is attached and made a part hereof, in accordance with the terms of this Agreement. All designs, drawings, specifications, documents, and other work products of Westwood, whether in hard copy or in electronic form, are Instruments of Service for this Project, whether the Project is completed or not. Reuse, change, or alteration by Client or by others acting through or on behalf of Client of any such Instruments of Service without the written permission of Westwood will be at Client's sole risk and without liability or legal exposure to Westwood.

3.01 Payment Procedures

Westwood shall be compensated by payment of fees as set forth in Exhibit B (the “Compensation and Method of Payment”) which is attached and incorporated herein including any subsequent amendments thereto.

Preparation of Invoices. Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.

Payment of Invoices. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Westwood for Services and expenses within thirty (30) days after the date of Westwood's invoice, Westwood may, without liability, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Westwood has been paid in full all amounts due for Services, expenses, and other related charges. Westwood has the right to employ such persons or professional service providers on a consultant basis to mitigate its damages.

Client shall provide written notification to Westwood within fifteen (15) days of receipt of the invoice should Client object to all or any part of charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice.

Payment for Services. Client shall pay Westwood as follows:

- A. If the work is agreed to on an hourly basis, an amount equal to the cumulative hours charged to the Project by each of Westwood's employees multiplied by the hourly rates for each employee for all services performed on the Project, plus reimbursable expenses, and Westwood's consultant's charges, if any.
- B. If work is agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task, plus reimbursable expenses, and Westwood's consultant's charges, if any.

4.01 Additional Services

If authorized by Client in writing, or if required because of changes in the Project, Westwood may furnish services in addition to those set forth in the Scope of Work and Fee Proposal.

Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class, plus reimbursable expenses, and Westwood's consultants' charges, if any.

5.01 Termination

This Agreement may be terminated for the convenience of either party, upon thirty (30) days written notice or for cause:

- A. By either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within thirty (30) days of receipt of notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

B. By Westwood:

- 1) Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional; or
- 2) Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Westwood's control.

Westwood shall have no liability to Client as a result of such termination in this paragraph.

The terminating party under paragraphs 5.01.A or 5.01.B, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Westwood to demobilize personnel and equipment from the Project site to complete tasks providing value which would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

6.01 Successors, Assigns, and Beneficiaries

Client and Westwood are each hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Westwood are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Westwood may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional consulting and related services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 6.01B, Westwood makes no warranties, express or implied, under this Agreement or otherwise, in connection with Westwood's Services and Deliverables. If Westwood is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Westwood agrees to perform those special expertise services to the appropriate local, regional, or national professional standards. Westwood and its consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.

- B. If Client notifies Westwood of a deficiency, or if Westwood determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Westwood shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- C. Client shall be responsible for, and Westwood may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Westwood pursuant to this Agreement. Westwood may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- D. Westwood neither guarantees the performance of any third party, including contractors, using the Deliverables or Services nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables or Services.
- E. Westwood shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s), or supplier(s), or of any of the contractor's agents or employees or any other persons (except Westwood's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Westwood.
- F. It is understood and agreed that if Westwood's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Westwood that may be in any way connected thereto.
- G. The Drawings, Specifications and other documents prepared by Westwood for this Project are instruments of Westwood's service and shall become the property of the Client upon Westwood's receipt of full payment for services rendered. Westwood is entitled to retain copies of all such documents. Such documents are intended only to be applicable to this Project, and Client's use of such documents in other projects shall be at Client's sole risk and expense. In the event the Client uses any of the information or materials developed pursuant to the Agreement in another project or for other purposes than are specified in the Agreement, Westwood is released from any and all liability and legal exposure relating to their use in that project.
Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of Westwood's reserved rights.
- H. This Agreement is to be governed by the laws of the State in which the Project is located.
- I. All express indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

- J. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Westwood.
- K. Nothing contained herein shall be construed to mean that Westwood and Client are engaging in a joint venture or partnership.
- L. Westwood shall maintain insurances during the term of this Agreement as indicated in the attached **Exhibit C** to this Agreement.
- M. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein.
- N. In the event the terms of these General Conditions conflict with the Proposal or other contract documents, these General Conditions shall control.

8.01 Hazardous Environmental Conditions

The parties acknowledge this Agreement does not include any services related to a Hazardous Environmental Condition. Such conditions include, but are not limited to, the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials. If Westwood or any other party encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

9.01 Allocation of Risks

- A. TO THE FULLEST EXTENT PERMITTED BY LAW, WESTWOOD SHALL INDEMNIFY AND HOLD HARMLESS CLIENT, CLIENT'S OFFICERS, OFFICIALS, DIRECTORS, PARTNERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND REASONABLE CHARGES OF CONSULTANTS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR OTHER DISPUTE RESOLUTION COSTS) TO THE EXTENT CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT ACTS OR OMISSIONS, INTENTIONAL ACTS OR FAILURE TO PAY A SUBCONSULTANT OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND WESTWOOD'S CONSULTANTS IN THE PERFORMANCE AND FURNISHING OF WESTWOOD'S SERVICES UNDER THIS AGREEMENT.**
- B. TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS WESTWOOD, WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND**

WESTWOOD'S CONSULTANTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, LOSSES, AND DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) AND LIABILITIES THAT ARISE OUT OF: (I) THE NEGLIGENT ACTS OR OMISSIONS OF CLIENT OR CLIENT'S OFFICERS, OFFICIALS, DIRECTORS, PARTNERS, EMPLOYEES, AND CLIENT'S CONSULTANTS WITH RESPECT TO THIS AGREEMENT OR THE PROJECT; AND (II) CLIENT'S BREACH OF OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OF THIS AGREEMENT OR A PROPOSAL.

- C. To the fullest extent permitted by laws of the State of Texas, and to the extent a claimant is not otherwise barred from recovery, Westwood's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages shall not exceed Westwood's respective percentage of responsibility for such cost, loss, or damage. Westwood shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of this Agreement or Westwood's provision of the Services or the Deliverables, even if Westwood has been advised of the possibilities of such damages. In no event shall Westwood's total liability in connection with this Agreement exceed the amounts paid by Client to Westwood under this Agreement.

10.1 Force Majeure

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather, war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Westwood may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

11.01 Right of Entry

To the extent securing a right of entry is not part of the Services, Client grants to Westwood, and, if the Project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Westwood, its employees, agents, and subcontractors, upon the Project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

12.01 No Third Party Rights

This Agreement shall not create any rights or benefits to parties other than Client and Westwood. No third party shall have the right to rely on Westwood’s Deliverables or opinions rendered in connection with the Services without the written consent of Westwood and the third party’s agreement to be bound to the same conditions and limitations as Client.

13.01 Term. This Contract shall begin on the date first written above and continue until the earlier of:

- a. Completion of the Project by Westwood and Client’s acceptance of the final reports to be provided as directed by the Client;
- b. Exhaustion of the Total Compensation (Client omits expenditure to fund Agreement in its approved annual FY Budget)
- c. Any other termination as provided in Paragraph 5.01 of this Agreement or in the event of default.

14.01 Total Agreement

This Agreement, together with any attached documents, constitutes the entire Agreement between Client and Westwood and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, or modified by a mutually executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date indicated below.

CLIENT:
City of New Fairview

WESTWOOD:
Westwood Professional Services, Inc.

By: _____

By: _____

Name: John Taylor

Name: Brian D. O’Neill, P.E., CFM

Title: Mayor

Title: Principal

Date Signed: _____

Date Signed: 02/19/2024

Address/Contact for giving notices:

Address/Contact for giving notices:

City of New Fairview
999 Illinois Lane
New Fairview, Texas 76078
ATTN: City Administrator

Westwood Professional Services, Inc.
C/O General Counsel
2805 North Dallas Parkway, Suite 150
Plano, Texas 75093

- Exhibits:
- A Scope of Services
 - B Compensation & Method of Payment
 - C Insurance

D Statutorily Required Contract Clauses

EXHIBIT 'A'

SCOPE OF SERVICES

CITY OF NEW FAIRVIEW MISCELLANEOUS SERVICES AND GENERAL CONSULTATION

PROJECT DESCRIPTION:

This scope includes providing miscellaneous civil engineering consultation services including attending council meetings, meeting with outside agencies, assisting with capital improvement planning and construction projects, review of subdivisions and plat, mapping, and other services as requested by the Client.

BASIC SERVICES:

- A. Miscellaneous Services and General Consultation
1. Based on discussions and review of the information received to date, our perception of the services to be provided by Westwood will be for various engineering, surveying and/or landscape architecture services as may be needed by the City. We understand that the initial assignment desired includes the following:
 - Attending Council Meetings as City Engineer as required.
 - Meetings with outside agencies on behalf of the City as needed.
 - General engineering consultation with City Staff.
 2. Some typical examples of additional miscellaneous assignments that could be performed under the Agreement are as follows:
 - Capital improvements planning.
 - Design of capital improvements.
 - Review of subdivision plats and plans.
 - Studies and reports on various water, sewer, street, and drainage issues.
 - City mapping.
 - Miscellaneous land surveying assignments.
 - Other engineering, surveying and/or landscape architecture assignments as requested by the City and accepted by Westwood.

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*

- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Site Plan layout*
- *Traffic and parking studies*
- *Demolition Plan*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Design of any underfloor drainage systems or grading*
- *Design of french drain systems around the building perimeters*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*

END OF EXHIBIT 'A'

EXHIBIT ‘B’

COMPENSATION & METHOD OF PAYMENT

**CITY OF NEW FAIRVIEW
MISCELLANEOUS SERVICES AND GENERAL CONSULTATION**

COMPENSATION:

For all professional services included in EXHIBIT ‘A,’ Scope of Services, Westwood shall be compensated on an hourly, time and materials basis as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT ‘A,’ including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

Classification

Hourly Rate

Survey Tech I – Survey Tech VI.....	\$125.00 –
\$205.00	
Survey Field I – Survey Field VII.....	\$70.00 –
\$160.00	
Graduate Surveyor I – Graduate Surveyor III	\$145.00 –
\$175.00	
Surveyor I – Surveyor VI.....	\$190.00 –
\$265.00	
Remote Sensing Field Tech I – Remote Sensing Field Tech VIII.....	\$105.00 –
\$185.00 Remote	
Sensing Field Manager	\$200.00
Remote Sensing Tech I – Remote Sensing Tech V	\$130.00 –
\$185.00 Remote	
Sensing Manager.....	\$215.00
Engineering Technician I – Engineering Tech VII.....	\$125.00 –
\$200.00	
Graduate Engineer I – Graduate Engineer IV	\$145.00 –
\$185.00	
Engineer I – Engineer VII.....	\$190.00 –
\$270.00	
Dust Monitor	\$75.00
Construction Observer I – Construction Observer V	\$115.00 –
\$175.00	
Environmental Scientist I – Environmental Scientist VIII	\$120.00 –
\$240.00 Environmental Field I – Environmental Field III.....	\$80.00
– \$115.00	
GIS I – GIS VIII	\$100.00 –
\$205.00	

Graduate Landscape Architect I – Graduate Landscape Architect III.....	\$120.00 –
\$150.00	
Landscape Architect I – Landscape Architect VI	\$155.00 –
\$240.00	
Project Processor I – Project Processor II.....	\$85.00 –
\$95.00	
Project Coordinator I – Project Coordinator II	\$130.00 –
\$140.00	
Senior Project Coordinator I – Senior Project Coordinator II	\$155.00 –
\$175.00	
Admin I – Admin V.....	\$85.00 – \$135.00
Intern I – Intern III	\$75.00 –
\$105.00	
Assistant Project Manager I – Assistant Project Manager III	\$180.00 –
\$205.00	
Project Manager I – Project Manager VII.....	\$195.00 –
\$290.00	
Expert Witness – Court Appearance/Deposition.....	2 x rate
Westwood Current™ (Geospatial Project Management Tool) Setup and Licensing	\$600.00+
Specialized Geospatial Equipment – Per Day Use	\$200.00 – \$3,000.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are sis of actual cost, plus fifteen (15) percent.

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage, and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood’s cost.

END OF EXHIBIT ‘B’

EXHIBIT C

INSURANCE

Westwood shall not commence work under this Agreement until it has obtained all the insurance required under the Contract, copies of the Certificates and applicable endorsements or such other proof of insurance have been submitted to and such insurance has been approved by Client; nor shall Westwood allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Agreement, except for Professional Liability Insurance, shall be written on an “occurrence” basis.

- A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:
1. Commercial General Liability (occurrence form not less than) including broad form contractual liability:
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
 2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
 3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
 4. Workers Compensation as provided by law, with the policy endorsed to provide a waiver of subrogation as to the Client
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement. Westwood shall maintain this policy for a period of two (2) years after the completion of the project or shall purchase extended reporting period or “tail” coverage insurance for same period of time.

It is agreed by all parties to this Contract that the insurance required under this Contract shall:

- (a) be written with the City of New Fairview as an additional insured on all policies or coverages except Workers' Compensation and Employer's Liability Insurance, and Professional Liability Insurance;

- (b) provide for thirty (30) days' notice of cancellation to City, for nonpayment of premium ten (10) days' notice;
- (c) be written through companies duly authorized to transact that class of insurance in the State of Texas; waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against City, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies; and
- (d) provide proof of insurance to include a certificate of insurance and copies of the applicable endorsements to the address provided in the Notice herein.

Client reserves the right to review the insurance requirements of this section during the effective period of the Contract and to adjust insurance coverages and their limits when deemed necessary by the Client's City Administrator based upon changes in statutory law, court decisions or the claims history of the industry as well as Westwood.

Approval, disapproval, or failure to act by Client regarding any insurance supplied by Westwood shall not relieve Westwood of full responsibility or liability for damages and accidents as set forth in the Contract. Neither shall the insolvency or denial of liability by the insurance company exonerate Westwood from liability.

END OF EXHIBIT 'C'

EXHIBIT “D”

STATUTORILY REQUIRED PROVISIONS/CONTRACT COMPLIANCE

Westwood agrees to comply with all local, state, or federal laws. Westwood affirms that it has submitted the necessary forms to comply with Texas Gov’t. Code Section 2252.908, Certificate of Interested Parties (Form 1295) <https://www.ethics.state.tx.us/filinginfo/1295/> and Chapter 176, Texas Local Government Code, Conflict of Interest Questionnaire (Form CIQ)(<https://www.ethics.state.tx.us/forms/CIQ.pdf>) and has returned a fully executed copy of both as Exhibits “D-1” and “D-2” to this executed Agreement and provide proof of filing of the latter to the Owner after filing with the Texas Ethics Commission as required by the referenced provision of the Texas Government Code.

Notwithstanding anything contained herein, the representations and verifications contained in Subparagraphs (1-4) below shall survive termination of the Agreement until the applicable statute of limitations has run.

- 1. Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2276.002, Tex. Gov’t. Code, Westwood hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2276.002, Tex. Gov’t. Code, as amended, to the extent § 2276.002, Tex. Gov’t. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in § 809.001, Tex. Gov’t. Code. Westwood understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.
- 2. Verification Regarding Firearm Entities or Trade Associations.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) Tex. Gov’t. Code, (i) Westwood verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) Westwood will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Tex. Gov’t. Code, to the extent the applicable provision in Chapter 2274.002, Tex. Gov’t. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “firearm entity or firearm trade association” shall have the meaning assigned to the terms in § 2274.001 (6), (7), Tex. Gov’t. Code. Westwood understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit
- 3. Certification Regarding Terrorist Organizations.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 Tex. Gov’t. Code, Westwood hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

4. **Verification No Boycott of Israel.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Tex. Gov't. Code, Westwood and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't. Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2271.001, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), Tex. Gov't. Code. Westwood understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

March 18, 2024

Professional Services Agreement with Westwood Professional Services Inc., for engineering services for an alignment study for a connection point with the City of Justin and providing a water model for sizing of infrastructure for this connection.

DESCRIPTION:

Receive, consider, and act on a Resolution approving a Professional Services Agreement with Westwood Professional Services Inc., for engineering services for an alignment study for a connection point with the City of Justin and providing a water model for sizing of infrastructure for this connection.

BACKGROUND INFORMATION:

A few years back, the City was approached by the developers of Shoop Ranch and Constellation Lake, approved mixed-use developments in the city, and inquired about the City's capability of providing water and/or wastewater treatment services for these planned developments. The City does not own and operate any public water and public wastewater system, and in fact does not hold a Certificate of Convenience and Necessity (CCN) for either water or wastewater. On March 15, 2021, the City Council approved a Professional Services Agreement with Schaumburg & Polk, Inc to complete and submit an application for a CCN for water and wastewater services. On January 15, 2024, the City Council approved the First Amendment to this Professional Services Agreement to keep the application process moving forward.

The City has had several discussions with the City of Justin and with the Upper Trinity Regional Water District (UTRWD), about purchasing drinking water from UTRWD and connecting to Justin's water infrastructure to receive the water. In January, staff met with City of Justin staff to discuss the next steps for continuing the water and wastewater connection project. Justin staff shared good information about the location connection point for the water line and wastewater line. They also requested a water line survey and water modeling from the connection point near B Judge Lane and FM 407 where our Extraterritorial Jurisdictions meet. Mayor Taylor, Mayor Pro Tem King, and staff also met with representatives from Schoop Ranch and Constellation Lake developments to discuss the items brought up by the City of Justin. It was agreed that the City will contract with Westwood for the engineering services needed for the water line survey and water modeling. The City will also enter into a funding agreement with both developers to help pay their proportional cost for this. Attached is a Resolution with the Westwood proposal for this scope of work and the associated cost.

Staff recommend approval of the Resolution.

FINANCIAL CONSIDERATION:

Consulting fees by Westwood shall be a lump sum fee of **\$29,000.00** as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A.	Project Management & Coordination	\$5,000.00
A.	Water Model	\$12,000.00
A.	Alignment Study	<u>\$12,000.00</u>
TOTAL		\$29,000.00

The City has cost sharing agreements in place with both the Schoop Ranch and the Constellation Lake developers for water and waster water projects. Both developers have agreed that the cost of this study should be shared based off of the total equivalent connections for each development at build out. The percentages of the costs are shown below and are based on the most recent water demand tables. The City will also share in this cost so that we will be able to have access to water for future use.

Based on estimated Equivalent Connections at Build Out

Constellation Lake:	3,995	41.52%
Oliver Creek Ranch:	<u>5,627</u>	<u>58.48%</u>
TOTAL:	9,622	100.00%

Estimate with City Participation

City of New Fairview		10.00%	\$2,900.00
Constellation Lake:	3,995	36.52%	\$10,590.80
Oliver Creek Ranch:	<u>5,627</u>	<u>53.48%</u>	<u>\$15,509.20</u>
TOTAL:	9,622	100.00%	\$29,000.00

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution approving a Professional Services Agreement with Westwood Professional Services Inc., for engineering services for an alignment study for a connection point with the City of Justin and providing a water model for sizing of infrastructure for this connection.

ATTACHMENT(S):

1. Resolution 202403-03-119

**CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION No. 202403-03-119**

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES INC FOR ENGINEERING SERVICES FOR AN ALIGNMENT STUDY FOR A CONNECTION POINT WITH THE CITY OF JUSTIN AND PROVIDING A WATER MODEL FOR SIZING OF INFRASTRUCTURE FOR THIS CONNECTION; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview, Texas is a Type A General Law Municipality located in Wise and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the city was approached by the developers of Shoop Ranch and Constellation Lake, approved mixed-use developments in the city, about the City’s capability of providing water and/or wastewater treatment services for these planned developments; and

WHEREAS, the city is in the process of completing and submitting an application for a Certificate of Convenience and Necessity in order to provide for water and wastewater services within the city; and

WHEREAS, the city has had several discussions with the City of Justin and with the Upper Trinity Regional Water District (UTRWD), about purchasing drinking water from UTRWD and connecting to Justin’s water infrastructure to receive the water; and

WHEREAS, recently city staff met with City of Justin staff to discuss the next steps for continuing the water and wastewater connection project, and Justin requested a water line survey and water modeling from the connection point near B Judge Lane and FM 407 where our Extraterritorial Jurisdictions meet; and

WHEREAS, the city met with representatives from Schoop Ranch and Constellation Lake developments to discuss the items brought up by the City of Justin, and they both agreed to pay their “fair share” for a contract with Westwood for the engineering services needed for the water line survey and water modeling; and

WHEREAS, the city has cost sharing agreements in place with both the Schoop Ranch and the Constellation Lake developers for water and waster water projects that will be amended to include this project; and

WHEREAS, the City Council is interested in entering into a Professional Services Agreement with Westwood Professional Services Inc., for engineering services for an alignment study for a connection point with the City of Justin and providing a water model for sizing of infrastructure for this connection.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW,
TEXAS:**

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference as part of this Resolution.

SECTION 2. The City Council approves a Professional Services Agreement (Exhibit ‘A’) with Westwood Professional Services Inc. for engineering services for an alignment study for a connection point with the City of Justin and providing a water model for sizing of infrastructure for this connection.

SECTION 3. The City Council does authorize the City Administrator to direct and work with Westwood Professional Services Inc. to prepare and execute the necessary documents.

SECTION 4. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determined that it would have adopted this Resolution without the invalid provision.

SECTION 5. This Resolution shall take effect immediately upon its passage, as provided by law.

PRESENTED AND PASSED on this 18th day of March, 2024, at a regular meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary

Exhibit 'A'

General Conditions of Agreement

Westwood Professional Services, Inc.

This document, together with the attached **Scope of Work and Fee Proposal (“Proposal”)** for the **New Fairview- Water Model and Alignment Study** dated **February 19, 2024** (the “Project”), is an agreement (the “Agreement”) between **City of New Fairview (“Client”)**, located at **999 Illinois Street, New Fairview, Texas 76078** and **Westwood Professional Services, Inc., (“Westwood”)**, located at **4060 Bryant Irvin Road, Fort Worth, Texas 76109**.

1.01 Basic Agreement

Westwood shall provide, or cause to be provided, the services set forth in this Agreement and as described in the accompanying Scope of Services and Compensation exhibits (the “Services”) and shall provide drawings, specifications, plans, work product, and any deliverables as described in this Agreement and the Proposal (the “Deliverables”). Westwood may engage consultants to assist in the performance of the Services.

2.01 Scope of Services

Westwood shall perform the Professional Consultant services (hereinafter referred to as the “Services”) for the Project as set forth in Exhibit “A” (the “Scope of Services”), which is attached and made a part hereof, in accordance with the terms of this Agreement. All designs, drawings, specifications, documents, and other work products of Westwood, whether in hard copy or in electronic form, are Instruments of Service for this Project, whether the Project is completed or not. Reuse, change, or alteration by Client or by others acting through or on behalf of Client of any such Instruments of Service without the written permission of Westwood will be at Client's sole risk.

3.01 Payment Procedures

Westwood shall be compensated by payment of fees as set forth in Exhibit B (the “Compensation and Method of Payment”) which is attached and incorporated herein including any subsequent amendments thereto.

Preparation of Invoices. Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.

Payment of Invoices. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Westwood for Services and expenses within thirty (30) days after the date of Westwood's invoice, Westwood may, without liability, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Westwood has been paid in full all amounts due for Services, expenses, and other related charges. Westwood has the right to employ such persons or professional service providers on a consultant basis to mitigate its damages.

Client shall provide written notification to Westwood within fifteen (15) days of receipt of the invoice should Client object to all or any part of charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice.

Payment for Services. Client shall pay Westwood as follows:

- A. If the work is agreed to on an hourly basis, an amount equal to the cumulative hours charged to the Project by each of Westwood's employees multiplied by the hourly rates for each employee for all services performed on the Project, plus reimbursable expenses, and Westwood's consultant's charges, if any.
- A. If work is agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task, plus reimbursable expenses, and Westwood's consultant's charges, if any.

4.01 Additional Services

If authorized by Client in writing, or if required because of changes in the Project, Westwood may furnish services in addition to those set forth in the Scope of Work and Fee Proposal.

Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class, plus reimbursable expenses, and Westwood's consultants' charges, if any.

5.01 Termination

This Agreement may be terminated for cause:

- A. By either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within thirty (30) days of receipt of notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

A. By Westwood:

1. Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional; or
2. Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Westwood's control.

Westwood shall have no liability to Client as a result of such termination in this paragraph.

The terminating party under paragraphs 5.01.A or 5.01.B, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Westwood to demobilize personnel and equipment from the Project site to complete tasks providing value which would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

1. Successors, Assigns, and Beneficiaries

Client and Westwood are each hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Westwood are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Westwood may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional consulting and related services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 6.01B, Westwood makes no warranties, express or implied, under this Agreement or otherwise, in connection with Westwood's Services and Deliverables. Westwood and its consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.

- A. If Client notifies Westwood of a deficiency, or if Westwood determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Westwood shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- A. Client shall be responsible for, and Westwood may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Westwood pursuant to this Agreement. Westwood may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- A. Westwood neither guarantees the performance of any third party, including contractors, using the Deliverables or Services nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables or Services.
- A. Westwood shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s), or supplier(s), or of any of the contractor's agents or employees or any other persons (except Westwood's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Westwood.
- A. It is understood and agreed that if Westwood's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Westwood that may be in any way connected thereto.
- G. Westwood shall be the owner of all right, title, and interest in and to any and all Deliverables, together with any and all related rights of copyright, patent, trade secret, trademark and service mark, and all other proprietary rights of any kind whatsoever. Subject to the provisions herein and upon Westwood's receipt of full payment therefore, Westwood hereby grants to Client, and Client accepts: (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables for the sole purpose of constructing the Project; and (ii) the right to reproduce applicable portions of the Deliverables for Client's contractors, consultants, and suppliers solely for use in construction of the Project, provided Client reproduces on such copies the copyright notice and other proprietary legends that were on the original Deliverable. Deliverables are not intended or represented to be suitable and are not licensed to Client for reuse by Client or others on extensions of the Project or on any other project. Upon termination of this Agreement by Westwood pursuant to paragraph 4.01, the license granted herein shall terminate. Any unauthorized use of the Deliverables will be at Client's sole risk and without liability to Westwood or to Westwood's consultants.
- H. This Agreement is to be governed by the laws of the State in which the Project is located.
- I. All express indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

- J. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Westwood.
- K. Nothing contained herein shall be construed to mean that Westwood and Client are engaging in a joint venture or partnership.
- L. Westwood shall maintain insurances during the term of this Agreement as indicated in the attached **Exhibit C** to this Agreement.
- M. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein.
- N. In the event the terms of these General Conditions conflict with the Proposal or other contract documents, these General Conditions shall control.

8.01 Hazardous Environmental Conditions

The parties acknowledge this Agreement does not include any services related to a Hazardous Environmental Condition. Such conditions include, but are not limited to the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials. If Westwood or any other party encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

9.01 Allocation of Risks

- A. To the fullest extent permitted by law, Westwood shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and reasonable charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused in whole or in part by the negligent acts or omissions, intentional tort or failure to pay a subconsultant of Westwood or Westwood's officers, directors, partners, employees, and Westwood's consultants in the performance and furnishing of Westwood's services under this Agreement.
- A. To the fullest extent permitted by the laws of the State of Texas, Client shall indemnify and hold harmless Westwood, Westwood's officers, directors, partners, employees, and Westwood's consultants from and against any and all claims, demands, costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution

costs) and liabilities that Westwood may incur or suffer which arise out of or relate to: (i) the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project; and (ii) Client's breach of or failure to perform any of its obligations of this Agreement or a Proposal.

- C. To the fullest extent permitted by laws of the State of Texas, and to the extent a claimant is not otherwise barred from recovery, Westwood's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages shall not exceed Westwood's respective percentage of responsibility for such cost, loss, or damage. Westwood shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of this Agreement or Westwood's provision of the Services or the Deliverables, even if Westwood has been advised of the possibilities of such damages. In no event shall Westwood's total liability in connection with this Agreement exceed the amounts paid by Client to Westwood under this Agreement.

10.1 Force Majeure

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather, war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Westwood may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

11.01 Coronavirus Pandemic Impact

Client acknowledges and agrees that due to the dynamic and fluid nature of the coronavirus pandemic (COVID-19) (the "Coronavirus Pandemic"), Westwood may face uncertainty regarding its ability to perform the work contemplated by the Agreement in accordance with the schedule and contracted price. As a result of the Coronavirus Pandemic, the schedule, and related scope and fee, provided in the Agreement may be impacted due to issues outside of Westwood's control including, but not limited to, the following: (a) shortages in labor (including employees and consultants); (b) direction or guidance from any applicable governmental authority or applicable law that renders Westwood's or its subconsultants' performance impossible, impracticable, or contrary to

such direction or guidance; (c) delays in governmental approvals; and (d) other causes beyond Westwood's reasonable control, regardless of whether such impacts are direct or indirect.

If due to the impacts of the Coronavirus Pandemic, Westwood determines in good faith and in Westwood's sole discretion, that it is not feasible for Westwood or its subconsultants to perform the work in accordance with the schedule Westwood shall promptly notify Client and the parties shall cooperate in good faith to negotiate equitable adjustments to the schedule and/or contract price. Notwithstanding anything to the contrary set forth in this Agreement, including any related work or change order, Westwood shall not be liable to Client for any damages (actual, direct, consequential, incidental, punitive, liquidated, or nominal) as a result of delays or cost adjustments in connection with the Coronavirus Pandemic.

12.01 Right of Entry

To the extent securing a right of entry is not part of the Services, Client grants to Westwood, and, if the Project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Westwood, its employees, agents and subcontractors, upon the Project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. Client shall indemnify and hold Westwood harmless from claims for damages caused in part by reasons of Westwood's provision of Services.

13.01 No Third Party Rights

This Agreement shall not create any rights or benefits to parties other than Client and Westwood. No third party shall have the right to rely on Westwood's Deliverables or opinions rendered in connection with the Services without the written consent of Westwood and the third party's agreement to be bound to the same conditions and limitations as Client.

14.01 Total Agreement

This Agreement, together with any attached documents, constitutes the entire Agreement between Client and Westwood and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, or modified by a mutually executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date indicated below.

CLIENT: WESTWOOD:
City of New Fairview Westwood Professional Services, Inc.

By: _____

By:

Name: _____
(PRINT/TYPE)

Name:
(PRINT/TYPE)

Title: _

Title:

Date Signed: _

Date Signed:

Address/Contact for giving notices:

Address/Contact for giving notices:

Westwood Professional Services, Inc.
C/O General Counsel
12701 Whitewater Drive, Suite 300
Minnetonka, Minnesota 55343

- Exhibits: A Scope of Services
 B Compensation & Method of
 Payment
 C Insurance

EXHIBIT A SCOPE OF SERVICES

NEW FAIRVIEW- WATER MODEL AND ALIGNMENT STUDY

PROJECT DESCRIPTION:

The project consists of a water model and alignment study for connection between the City of New Fairview and City of Justin (PROJECT).

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Allocate team resources.

0. Communications and Reporting:

- Schedule a pre-design project kickoff meeting with Client staff to confirm and clarify scope, understand Client objectives, and ensure economical and functional designs that meet Client requirements.
- Conduct review meetings with the Client at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the Client.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.

B. Water Model

Westwood will work with the Client to create a future growth model based on information provided by the City of Justin on their water system, and growth information provided by the Developments.

- Study City of Justin and New Fairview existing and future conditions including 5 year and build out conditions
- Determine feasibility of connection to City of Justin water infrastructure and necessary sizing of water main for anticipated demands from Developments.
- Obtain the Client's endorsement of the selected concept.

C. Alignment Study

Westwood will work with the Client to create an alignment study to determine the best fit alignment for future connections to City of Justin's water infrastructure.

- Study the project.
- Identify and develop alternatives to a connection location for a joint facility with City of Justin. Analysis will include, but are not limited to, the following items for each alternative:
 - Conceptual Horizontal and Vertical design of distribution line;
 - Estimated ROW needs and ROW costs;
 - Potential utility conflicts and relocation;
 - Quantity takeoff and conceptual Opinion of Probable Construction Cost, OPCC. (This OPCC will not include accurate sizing of necessary pumps needed for this project, but instead will be a general outline of what is needed for a transmission water line to be constructed with necessary storage facilities.)
- Present (through the defined deliverables) these alternatives to the Client.
- Recommend the alternatives that successfully address the design problem.
- Obtain the Client's endorsement of the selected concept.

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Detailed water main design*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Site Plan layout*
- *Traffic and parking studies*
- *Demolition Plan*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Design of any underfloor drainage systems or grading*

- *Design of french drain systems around the building perimeters*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

NEW FAIRVIEW- WATER MODEL AND ALIGNMENT STUDY

COMPENSATION:

For all professional services included in EXHIBIT 'A,' Scope of Services, Westwood shall be compensated a lump sum fee of **\$29,000.00** as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A,' including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services	
A. Project Management & Coordination	<u>\$5,000.00</u>
A. Water Model	<u>\$12,000.00</u>
A. Alignment Study	<u>\$12,000.00</u>
TOTAL	<u>\$29,000.00</u>

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage, and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense

0. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit

0. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence

0. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

March 18, 2024

**Memorandum of Understanding between the Cities of Aurora, Boyd, New Fairview,
and Rhome, and Wise County**

DESCRIPTION:

Receive, consider, and act on a Memorandum of Understanding between the Cities of Aurora, Boyd, New Fairview, and Rhome, and Wise County, resulting from the Joint Resolution where each party agreed to contribute ten thousand dollars to cover expenses associated with seeking regional water and wastewater solutions.

BACKGROUND INFORMATION:

The cities of Aurora, Boyd, New Fairview, and Rhome, and Wise County have all agreed that it is necessary and proper to seek regional options that can provide reliable long-term solutions for the water and wastewater needs of these communities and have each recently passed a Joint Resolution codifying this agreement. In the Joint Resolution, each party agreed to contribute ten thousand dollars (\$10,000) to cover the expenses associated with seeking some of these regional water and wastewater solutions.

The City of New Fairview has agreed to deposit these funds into a dedicated financial account, separate and apart from any of the City of New Fairview's funds. The City of New Fairview agrees to enter into any needed contracts for professional services to assist with the regional solutions for water and wastewater issues and will use these funds to pay for those services. The City of New Fairview agrees to share a financial report with the Parties on a regular basis, or upon the request of any Party.

Staff recommend approval of the Resolution.

FINANCIAL CONSIDERATION:

The City of New Fairview will create a new account in the local government investment pool, Texas Class, for the deposit of these funds. Expenses related to regional water and wastewater solutions will be paid from this new account. The City will be depositing \$10,000 for the General Fund into this new account to cover our contribution.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Memorandum of Understanding between the Cities of Aurora, Boyd, New Fairview, and Rhome, and Wise County, resulting from the Joint Resolution where each party agreed to contribute ten thousand dollars to cover expenses associated with seeking regional water and wastewater solutions.

ATTACHMENT(S):

1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF AURORA,
BOYD, NEW FAIRVIEW, RHOME, AND WISE COUNTY, TEXAS**

THIS MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITIES OF AURORA, BOYD, NEW FAIRVIEW, RHOME AND WISE COUNTY, is made and entered into by and between the City of Aurora, City of Boyd, City of New Fairview, and City of Rhome, Texas all Type A, General Law municipalities acting under and pursuant to Chapter 22 of the Texas Local Government Code, and Wise County, a political subdivisions of the State of Texas, (each individually a "Party" and collectively, the "Parties"), to be effective on the date wholly executed.

WHEREAS, the cities of Aurora, Boyd, New Fairview, Rhome, and Wise County have all agreed that it is necessary and proper to seek regional options that can provide reliable long-term solutions for the water and wastewater needs of these communities, and recently passed a Joint Resolution codifying this agreement; and

WHEREAS, the cities of Aurora, Boyd, New Fairview, Rhome, and Wise County have all entered into a Joint Interlocal Agreement, with each party agreeing to contribute ten thousand dollars (\$10,000) each to cover the expenses associated with seeking some of these regional water and wastewater solutions; and

WHEREAS, the Parties enter into this MOU to effectuate and further the intent and purposes of the MOU, by clarifying that the City of New Fairview will be the keeper of these referenced funds, so that each Party agrees to send their respective \$10,000 to the City of New Fairview; and

WHEREAS, the City of New Fairview agrees to deposit these funds into a dedicated financial account, separate and apart from any of the City of New Fairview's funds; and

WHEREAS, the City of New Fairview agrees to enter into any needed contracts for professional services to assist with the regional solutions for water and wastewater issues, and will use these funds to pay for those services; and

WHEREAS, the City of New Fairview agrees to share a financial report with the Parties on a regular basis, or upon the request of any Party.

NOW THEREFORE, the cities of Aurora, Boyd, New Fairview, and Rhome, and Wise County, do mutually agree to work cooperatively to seek regional options that can provide reliable long-term solutions for the water and wastewater needs as outlined below in this memorandum of understanding.

ARTICLE ONE
Incorporation of Recitals

The Recitals set forth above are hereby approved and incorporated into the body of this MOU as if copied in their entirety.

ARTICLE TWO
Effective Date

This MOU shall be effective upon approval by the City Councils of Aurora, Boyd, New Fairview and Rhome, and the Wise County Commissioners Court, and subsequent execution by the Parties' respective duly authorized representatives. The effective date will be the latter of the dates this MOU is fully executed by the Parties' authorized representatives (the "Effective Date").

ARTICLE THREE
Severability

The provisions of this MOU are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this MOU is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the MOU shall be enforced as if the invalid provision had never been included.

ARTICLE FOUR
Successors and Assigns

This MOU shall be binding upon the Parties hereto, their successors and assigns. Neither Party will assign or transfer an interest in this MOU without the written consent of the other Party.

ARTICLE FIVE
Venue

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this MOU. The Parties agree that this MOU is performable in Wise County, Texas, and that exclusive venue shall lie in a state court in Wise County, Texas.

ARTICLE SIX
Interpretation

This MOU has been negotiated by and between the Parties, and any presumption that an ambiguity contained in this MOU shall be construed against the Party that caused this MOU to be drafted shall not apply to the interpretation of this MOU.

ARTICLE SEVEN
Remedies, Non-Waiver

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this MOU may be waived without the express written consent of the Parties. It is further agreed that one or more instances of forbearance by either Party in the exercise of its respective rights under this MOU shall in no way constitute a waiver thereof.

ARTICLE EIGHT
Liability

To the extent allowed by Texas law, the City and the County agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.

ARTICLE NINE
Miscellaneous

Completion of the terms of this Agreement by either party shall be contingent upon annual authorized funding by the Cities and the Wise County Commissioners' Court. Any and all costs incurred in the discharge of the respective obligations of the Parties shall be paid from current revenues.

This MOU shall be of no force or effect should any Party fail to fund the obligations assumed hereunder.

This Agreement may be terminated by a party by giving 30 days written notice of termination to the other party without the necessity of determining default or giving cause.

Force Majeure. In the event that the performance by the County or the Cities or any of their obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

City of Aurora:
Mayor Bryan Dolan
PO Box 589

City of Rhome
Mayor Patricia Mitchell
PO Box 228

Rhome, TX 76078

Rhome, TX 76078-0228

City of Boyd:

Mayor Rodney Holmes
PO Box 216
Boyd, TX 76023-0216

Wise County

J.D. Clark, County Judge
P.O. Box 359
201 N Market Street
Decatur, TX 76234

City of New Fairview

Mayor John R. Taylor
999 Illinois Ln
New Fairview, TX 76078-3940

Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

Term. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement. The initial twelve-month term of this Agreement begins on the Effective Date and will be renewed automatically for a successive 12-month term, unless amended or terminated in accordance with other provisions of this Agreement.

[Signature Pages Follow]

FOR THE CITY OF AURORA

Bryan Dolan, Mayor

Date

ATTEST:

Lisa Letbetter, City Secretary

FOR THE CITY OF BOYD

Rodney Holmes, Mayor

Date

ATTEST:

Daniel Bourgeois, City Secretary

FOR THE CITY OF NEW FAIRVIEW

John R. Taylor, Mayor

Date

ATTEST:

Brooke Boller, City Secretary

FOR THE CITY OF RHOME

Patricia Mitchell, Mayor or
Michelle Tye, Mayor Pro Tem

Date

ATTEST:

Shaina Odom, City Secretary

FOR WISE COUNTY

J.D. Clark, County Judge

Date

ATTEST:

Blanca Tuma, County Clerk



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

March 18, 2024

Planning and Zoning Commission Appointment

DESCRIPTION:

Receive, consider, and act on appointing member(s) to the Planning and Zoning Commission.

BACKGROUND INFORMATION:

Chapter 9, Article 9.04 of the City Code of Ordinances addresses the composition of the Planning and Zoning Commission.

ARTICLE 9.04 PLANNING AND ZONING COMMISSION

Sec. 9.04.001 Creation and composition

There is hereby created and established within the city, a city planning and zoning committee, which shall be subject to the jurisdiction of the city council. The planning and zoning committee shall be composed of five (5) members, three (3) of whom shall constitute a quorum for the transaction of business. The members shall be resident citizens and qualified voters of the city. Members shall be appointed by the city council for a term of office of two (2) years, provided however, that two (2) members shall be initially appointed for a term of one (1) year, with those terms being for two (2) years thereafter. All vacancies on the planning and zoning committee shall be filled by appointment by the city council for the unexpired term of the vacated member.

(Ordinance 2004-01-096, sec. 1, adopted 1/11/04; Ordinance 202103-03-222 adopted 3/1/21)

The Planning and Zoning Commission Place 4 is currently vacant. The City has received an application from Kendall Waldie, and staff has confirmed he is a resident and qualified voter of the city.

Current Board Members

Julie Burger

Lisa Dawn Cabrera

Rebecca McPherson

Vacant

Don Duval

Place

Place 1

Place 2

Place 3

Place 4

Place 5

Term

(Oct. 2025)

(Oct. 2024)

(Oct. 2025)

(Oct. 2024)

(Oct. 2025)

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** the appointment of Kendall Waldie to the Planning and Zoning Commission, Place 4.

ATTACHMENT(S):

1. Application



AGENDA ITEM: 7E

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

March 18, 2024

Parks and Recreation Board Appointment

DESCRIPTION:

Receive, consider, and act on appointing members to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.

BACKGROUND INFORMATION:

On February 6, 2023, the City Council approved an Ordinance (202302-01-103) creating a Parks and Recreation Board and Keep New Fairview Beautiful Committee. The Board is an advisory body to the City Council and staff regarding the recreational needs of the community including developing plans for future recreation programs, facilities, and areas; recommending policies to carry out recreational programs and initiatives; reviewing maintenance of recreation facilities; recommending funding for recreation facilities; and informing the public of recreation opportunities or needs.

The board will also serve as the Keep New Fairview Beautiful Committee and will make recommendations on issues related to community appearance, beautification, the environment, and entrances into the City. This Committee can assist the City in becoming an affiliate of Keep Texas Beautiful (KTB) (<https://ktb.org/>). KTB affiliates are qualifying cities, counties and/or communities that work with KTB to educate and engage Texans to take responsibility for improving their communities. Affiliates are the volunteers who organize local cleanups, design, and implement recycling programs, and educate local populations. KTB also has numerous resources available to affiliates such as grant and funding opportunities, youth programs, assistance with special clean up events.

The Ordinance creates for five board members and one alternate to serve two-year terms with staggered terms for the initial appointment on the creation of this board.

Sec. 10.03.002. Members and Terms

The City Council shall appoint a Parks and Recreation board of five members and one alternate member.

- (a) Members of the Parks and Recreation Board shall be residents and qualified voters of the city.
- (b) Members, including alternate members, shall be appointed by the City Council for a term of two (2) years, provided however, that two (2) members and the alternate member shall be initially appointed for a term of one (1) year, with those terms being for two (2) years thereafter.
- (c) If a replacement has not been designated by the end of a member's term, that members shall continue serving until a successor is appointed.
- (d) In the event of a vacancy, the City Council shall appoint a member to serve for the unexpired term. The City Council may remove any member from the Board.

There is currently one vacancy on this Board in the Alternate Place. Attached is the application recently received by the City from Christine Waldie.

<u>Board Members</u>	<u>Place</u>	<u>Term</u>
Deborah Greene	Place 1	(March 2024)
Jenifer Kozlowski	Place 2	(March 2025)
Julie Burger	Place 3	(March 2024)
John Rodriguez	Place 4	(March 2025)
Patricia Briscoe	Place 5	(March 2025)
Vacant	Alternate	(March 2024)

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** the appointment of Christine Waldie to the Parks and Recreation Board, and the Keep New Fairview Beautiful Committee, to the Alternate Place.

ATTACHMENT(S):

1. Application