



NOTICE OF THE CITY OF BRECKENRIDGE
**REGULAR MEETING OF THE BRECKENRIDGE CITY
COMMISSION**

October 05, 2021 at 5:30 PM

AGENDA

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the City Commission will meet in a Regular Meeting of the Breckenridge City Commission on October 05, 2021 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION

Invocation led by Brother Don Bearden

PLEDGE OF ALLEGIANCE

American Flag

OPEN FORUM

This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings. Comments related to public hearings will be heard when the specific hearing begins.

STAFF REPORT

(Staff Reports are for discussion only. No action may be taken on items listed under this portion of the agenda, other than to provide general direction to staff or to direct staff to place such items of a future agenda for action.)

City Manager

1. Calendar Items:

October 5 - National Night Out

October 9 - Breckenridge Community Garage Sale

October 16 - Sloan Everett Memorial Bike Ride

October 18-22 - City Wide Clean Up

October 29 - Trick or Treating on Walker Street

2. Employee Incentive for COVID-19 Vaccination

CONSENT AGENDA

Any commission member may request an item on the Consent Agenda to be taken up for individual consideration.

3. Consider approval of the September 7, 2021 Regular Commission meeting minutes as recorded.
4. Consider approval of Resolution 21-24 to reappoint Board of Director members to the Housing Authority of the City of Breckenridge.
5. Consider approval of Environmental Consultants, Inc. (ECI) proposal to serve as program coordinator to oversee the land application of Water Treatment Plant sludge on the MT7 Ranch.
6. Consider approval of a facility use agreement with Stephens County Humane Society for a City owned building located at 210 N. Liveoak Street, Breckenridge (previously known as the Sis Clark Building).
7. Consider approval of Resolution 21-25 approving an agreement with the State of Texas Department of Transportation for the temporary closure of State Highway 180 for the Breckenridge Christmas Parade coordinated by the Breckenridge Chamber of Commerce.
8. Consider approval of Resolution 21-26 approving Breckenridge Police Department Policy for Mental Health Leave for Police Officers.
9. Consider approval of Resolution 21-27 appointing Melissa Vick as the Municipal Court Clerk.

ACTION ITEMS

10. Consider approval of Resolution 21-23 approving amendments to the City of Breckenridge Personnel Policy and Procedure Manual.

RECEIVE REQUESTS FROM COMMISSION MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA

Discussion under this section must be limited to whether or not the Commission wishes to include a potential item on a future agenda.

ADJOURN

NOTE: As authorized by Section 551.071 of the Texas Government Code (Consultation with City Attorney), this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas , by **1:00 PM** on the **1st day of October 2021**.

Heather Robertson-Caraway, City Secretary



Persons with disabilities who plan to attend this public meeting and who may need auxiliary aid or services are requested to contact the Breckenridge City Hall 48 hours in advance, at 254-559-8287, and reasonable accommodations will be made for assistance.

NATIONAL NIGHT OUT 2021

On Tuesday, October 5th, 2021, the Breckenridge Police Department will again host the **NATIONAL NIGHT OUT in Breckenridge**. Our NNO Block Party will be at the Stephens County Law Enforcement Center, 210 East Dyer Street, from 6 PM to 8 PM.

National Night Out is an annual, national event that focuses on growing the partnership between law enforcement and the community in the fight against crime. Texas celebrates NNO in October instead of August because of the heat, (and because Texas is special.)

Admission to this event is always **free**. Breckenridge PD, Stephens County Sheriff's Office, Breckenridge Fire Department and others will provide free food, drinks, activities, etc. We will have Child ID/Fingerprinting. Country that Rocks will be provided on site by KLXK (K-Lakes FM) / KROO AM. The Air Evac helicopter is anticipated to land around 7 PM.

We ask that you set up your display at the LEC around 4:30 - 5:00 PM. People arrive early.

The 200 block of East Dyer Street and the front parking lot of the LEC will be blocked off to provide space to set up your display. As you know, we provide the space, however the tables, chairs, tents, anchors, supplies, etc. for your display are the responsibility of your organization. To be courteous to other participants, please keep the size of your display area in mind; one or two tables/booths/tents is normal. This event attracts a large public attendance, so please keep all non-service animals at home or secured on a leash.

If your group has uniforms, specialty clothing, marked vehicles or specialty equipment, **bring it**. Bring historical items and tools of your trade that are safe and interesting to see and touch; kids love that. Remember, National Night Out is for everyone so please bring membership and career information, as well as child-friendly items for the public.

The NNO Block Party has free food and music, so be prepared to relax and have fun. Please bring family and friends and use this event to help our community.

Show the bad guys that the good guys are fighting back!

BPD Captain Jay Walker #120

The City of Breckenridge and Breckenridge Police Department



Proudly

Present

NATIONAL NIGHT OUT

Tuesday, October 5th, 2021: 6PM – 8PM

Stephens County Law Enforcement Center - 210 E. Dyer Street



NATIONAL NIGHT OUT is an annual, national event designed to strengthen community spirit and partnerships with **LAW ENFORCEMENT** and **FIRST RESPONDERS**, generate support for community organizations and programs, raise crime prevention awareness, and send a strong message to the **CRIMINALS** that this we are all working together to fight back.

➤ **Please join us at the National Night Out Block Party to enjoy:**

FREE: Food & Drinks; Games & Prizes; Live DJ & "Country that Rocks!" from **KLXK / KROO**; a helicopter Child ID & Fingerprinting; Career Information; Equipment Demonstrations; Meet representatives from:

Breckenridge Police Department/911 Call Center/Animal Center, Breckenridge Fire Department & Code Enforcement, Stephens County Sheriff's Office, AIR EVAC Lifeteam, Stephens Memorial Hospital District, American Medical Response EMS, APS, CPS, DPS, Texas Parks & Wildlife, Doctor Goodall's House-CAC/CASA, Betty Hardwick Center, Stephens County Adult & Juvenile Probation, City / County / District Court Officers, Central West Texas Council of Governments, Girl Scouts & Boy Scouts, Local Civic & Business Organizations, Texas State Technical College, and more.



Questions? Contact: City of Breckenridge: www.breckenridgetx.gov / NNO: www.natw.org
Breckenridge Police Department (254) 559-2211 / City Offices: (254) 559-8287

BRUSH CHIPPING INFORMATION

The City of Breckenridge and Stephens County have announced that, as a cooperative effort, they will be picking up brush with a woodchipper inside the corporate limits of Breckenridge the week of October 18, 2021. It will be necessary for the citizens to have brush that they would like chipped and hauled off at curbside by Friday, October 15, 2021.

No brush larger than 4" in diameter will be picked up. Brush **MUST** be cut in lengths no longer than 6 feet long, and the butt ends **MUST** be placed toward the street or curb. Uprooted trees with roots attached cannot be run through the chipper. No dirt can be encrusted on the brush.

It will not be necessary to contact either the City of Breckenridge or Stephens County to receive this service, as the trucks will run the entire city during this week. This will be a service provided by the City of Breckenridge and Stephens County at no charge to the residents. This is, once again, a cooperative effort between the City of Breckenridge and Stephens County providing a service to the residents of Breckenridge for the disposal of their tree trimmings. This service has been provided to the residents inside the corporate limits of the City on a semi-annual basis for several years now. The trucks will be running in separate sections of the City during this period. Any brush put at the curbside after October 15, 2021, will not be removed.

REMINDER:

Throughout the year tree limbs can be brought in to the Convenience Station at no charge to customers. Convenience station hours are Tuesday thru Thursday, 1PM to 5PM and Friday & Saturday, 9AM to 5PM.

Should you have any questions about the disposal, please call the City Offices at (254)559-8287.

newsreleasechipping(dl)



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

October 5, 2021

PRESENTER:

Heather Caraway, City Secretary

ITEM DESCRIPTION:

Consider approval of the September 7, 2021 Regular Commission meeting minutes as recorded.

BACKGROUND INFORMATION:

The minutes of the City Commission Meeting are recorded by the City Secretary and presented to the Commission for approval.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure:
 General Ledger Code:
 Proposed Revenue:
 Budget Amendment Required: No
 Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Minutes

RECOMMENDED MOTION AND/OR ACTION:

Move to approve the minutes of the City Commission of Breckenridge as recorded.



Regular Meeting of the Breckenridge City Commission

Tuesday, September 07, 2021 at 5:30 p.m.

Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

PRESENT:

Mayor Bob Sims
Mayor Pro Tem Vince Moore
Commissioner 2 Rob Durham

ABSENT:

Commissioner 1 Russell Blue
Commissioner 4 Gary Mercer

CALL TO ORDER

Mayor Sims called meeting to order at 5:31 p.m.

INVOCATION

Invocation led by Brother Otho Noggle.

PLEDGE OF ALLEGIANCE

Led by Brother Otho Noggle.

PUBLIC TESTIMONY

This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings. Comments related to public hearings will be heard when the specific hearing begins.

Kyle Carr with Rent-a-Ruminant gave an update on goats clearing the creek. The first scheduled area is complete, and we have moved to the second area. The City has received a great response from the community.

PUBLIC HEARING

1. Public Hearing to receive comments concerning the budget for the City of Breckenridge for the 2021-22 Fiscal Year.

Staff gave a brief presentation on fiscal year 2021-22 budget.

Mayor Sims opens Public Hearing at 5:37 p.m.

No Speakers.

Public Hearing closed at 5:38 p.m.

STAFF AND COMMUNITY PRESENTATIONS

2. Stephens County Appraisal District

Will Thompson presented data trends and statistical information for Stephens County Appraisal District over the last 10 years and moving into the future.

3. Police Department

Bacel Cantrell, Police Chief and Morgan Taylor, Communications and Office Manager presented information on updates that have and will be coming to Dispatch area through a grant program from West Central Texas Council of Governments (WCTCOG).

CONSENT AGENDA

4. Consider approval of the August 3, 2021 Regular Commission meeting minutes as recorded.
5. Consider approval of the August 31, 2021 Special Commission meeting minutes as recorded.
6. Consider approval of monthly departmental reports as presented.
7. Consider approval of the Breckenridge Chamber of Commerce City Hotel/Motel Tax Audit for year ended December 31, 2020.
8. Consider approval of Resolution 21-18 approving a contract between City of Breckenridge and Breckenridge Economic Development Corporation - for home-rule municipality and political subdivision.
9. Consider approval of Resolution 21-19 appointing Kevin Simmons to a two-year term on the Board of Directors of the Breckenridge Economic Development Corporation.
10. Consider approval of Resolution 21-20 confirming and accepting securities pledged for municipal funds while acting as City Depository.
11. Consider approval of the Stephens County Appraisal District Fiscal Year 2022 Budget.

Motion made to approve consent agenda items 4 through 11 as presented by Commissioner Durham, seconded by Mayor Pro Tem Moore. Voting Yea: Mayor Sims, Commissioner Durham, Mayor Pro Tem Moore.

ACTION ITEMS

12. Discuss and consider approval of the Fiscal Year 2021-2022 Breckenridge Economic Development Corporation Budget.

Colton Buckley, Executive Director presented the 2021-2022 budget for the Breckenridge Economic Development Corporation. Mr. Buckley discussed Breckenridge economic project needs for the upcoming year.

Motion to approve the Fiscal Year 2021-2022 Breckenridge Economic Development Corporation budget by Commissioner Durham, seconded by Mayor Pro Tem Moore. Voting Yea: Mayor Sims, Commissioner Durham, Mayor Pro Tem Moore.

13. Discuss and consider approval of Ordinance 21-09 adopting the annual budget for the fiscal year beginning on October 1, 2021 and ending September 30, 2022.

City Manager McComis stated this information was discussed earlier and gave a brief update on changes made by administration and staff.

Motion to approve Ordinance 21-09 adopting the annual budget for the fiscal year beginning on October 1, 2021 and ending September 30, 2022 by Commissioner Durham, seconded by Mayor Pro Tem Moore. Voting Yea: Mayor Sims, Commissioner Durham, Mayor Pro Tem Moore.

14. Discuss and consider approval of Resolution 21-21 ratifying the tax revenue for the tax year 2021 (FY 2021-2022) for the City of Breckenridge.

Motion made to approve Resolution 21-21 ratifying the tax revenue for the tax year 2021 (FY 2021-2022) for the City of Breckenridge by Commissioner Durham, seconded by Mayor Pro Tem Moore. Voting Yea: Mayor Sims, Commissioner Durham, Mayor Pro Tem Moore.

15. Discuss and consider approval of Ordinance 21-10 levying a Maintenance and Operating Tax Rate and a Debt Service Tax Rate for the City of Breckenridge, Texas, for the Tax Year 2021.

Mayor Pro Tem Moore 'moved that the property tax rate be increased by the adoption of a tax rate of \$1.06 which is effectively a 4.89 percent increase in the tax rate. This would be a debt service of \$0.29948 and a maintenance and operations rate of \$0.76052, seconded by Commissioner Durham. Voting Yea: Mayor Sims, Commissioner Durham, Mayor Pro Tem Moore.

16. Discuss and consider approval of Ordinance 21-11 repealing and replacing Ordinance 20-17 establishing a general fee schedule for the City of Breckenridge. (*Second Reading*)

City Manager McComis stated the proposed fee schedule does not include the pool and pavilion fees. Therefore, that will be brought back during a future meeting.

Motion made to approve of Ordinance 21-11 repealing and replacing Ordinance 20-17 establishing a general fee schedule for the City of Breckenridge effective October 1, 2021, seconded by Commissioner Durham. Voting Yea: Mayor Sims, Commissioner Durham, Mayor Pro Tem Moore.

17. Discuss and consider approval of Resolution 21-22 to authorize City Manager and the Mayor to secure a line of credit to alleviate any possible short-term cash flow.

City Manager McComis stated this has been done in previous years. Mayor Sims stated the line of credit has not been used the last few years.

Motion made to approve Resolution 21-22 to authorize City Manager and the Mayor to secure a line of credit to alleviate any possible short-term cash flow by Commissioner Durham, seconded by Mayor Pro Tem Moore. Voting Yea: Mayor Sims, Commissioner Durham, Mayor Pro Tem Moore.

- 18. Consider approval of Resolution 21-23 approving a policy to provide guidance in accordance with Chapter 180.008 of the Texas Local Government Code regarding paid quarantine leave for Fire Fighters and Peace Officers.

City Manager McComis stated the proposed policy allows police officers and firefighters who contract COVID-19 while at work to be paid without using their leave.

Motion made to approve Resolution 21-23 approving policy to provide guidance in accordance with Chapter 180.008 of the Texas Local Government Code regarding paid quarantine leave for Fire Fighters and Peace Officers by Commissioner Durham, seconded by Mayor Pro Tem Moore. Voting Yea: Mayor Sims, Commissioner Durham, Mayor Pro Tem Moore.

CITY MANAGER REPORT

- 19. 2021 Drinking Water State Revolving Fund Loan Program.
- 20. 2021 Clean Water State Revolving Fund Loan Program.

Public Works Director Satterwhite gave an overview of applications for projects on items 19 and 20.

- 21. America Rescue Plan - Coronavirus State and Local Recovery Funds.

City Manager McComis stated we have received our first deposit of \$671,871.60 that the City is researching the possibility of using the funds for meter replacement. We will take a look at this and prioritize what we think is best moving forward.

ITEMS NOT REQUIRING FORMAL ACTION

None.

ADJOURN

Meeting adjourned at 6:31 p.m.

Motion to adjourn made by Commissioner Durham, Seconded by Mayor Pro Tem Moore. Voting Yea: Mayor Sims, Commissioner Durham, Commissioner Mercer, Mayor Pro Tem Moore.

ATTEST

Bob Sims, Mayor

Diane Latham, Asst. City Secretary

S E A L



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

October 5, 2021

PRESENTER:

Heather Caraway, City Secretary

ITEM DESCRIPTION:

Consider approval of Resolution 21-24 to reappoint Board of Director members to the Housing Authority of the City of Breckenridge.

BACKGROUND INFORMATION:

The Housing Authority was established by the City Commission in January 1950. Local Government Code Section 392.031 establishes the criteria for the municipality to appoint the Housing Authority Board of Director members. The board is made up of 5 members: 2 serve one year terms and 3 serve two year terms. The terms of Will Thompson, Joyce Toland and Audrey Brown will expire in October 2021; and have agreed to serve another 2 year term.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure:
 General Ledger Code:
 Proposed Revenue:
 Budget Amendment Required: No
 Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Resolution 21-24

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 21-24 to reappoint Housing Authority board members.

**CITY OF BRECKENRIDGE, TEXAS
RESOLUTION NO. 21-24**

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO REAPPOINT MEMBERS TO THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF THE CITY OF BRECKENRIDGE.

WHEREAS, the City Commission of the City of Breckenridge is charged with the responsibility of appointing members to the Board of Directors of the Housing Authority of the City of Breckenridge; and,

WHEREAS, the term of office for Will Thompson, Joyce Toland and Audrey Brown will expire in October 2021;

NOW, THEREFORE, BE IT RESOLVED: That the following Will Thompson, Joyce Toland and Audrey Brown shall be reappointed for a two-year term that expires October 31, 2022;

Will Thompson Joyce Toland Audrey Brown

PASSED AND APPROVED THIS 5TH DAY OF OCTOBER 2021.

APPROVED:

ATTEST:

Bob Sims, Mayor

Diane Latham, Assistant City Secretary



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

October 5, 2021

PRESENTER:

Erika McComis - City Manager

ITEM DESCRIPTION:

Consider approval of Environmental Consultants, Inc. (ECI) proposal to serve as program coordinator to oversee the land application of Water Treatment Plant sludge on the MT7 Ranch.

BACKGROUND INFORMATION:

This is a proposal to serve as program coordinator, to perform oversight of the land application of water treatment plant sludge on the MT7 Ranch Property.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure: Yes Not to exceed \$5,500.00
 General Ledger Code: 102-5-73-5515
 Proposed Revenue:
 Budget Amendment Required: No
 Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Proposal

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Environmental Consultants, Inc. (ECI) proposal to serve as program coordinator to oversee the land application of Water Treatment Plant sludge on the MT7 Ranch.



e.c.i.

ENVIRONMENT CONSULTANTS, INC.**P.O. Box 1016****Breckenridge, Texas 76424****254-559-6414****FAX 254-559-2452**

September 27, 2021

Mrs. Erika McComis, City Manager
City of Breckenridge
105 N. Rose
Breckenridge, Texas 76424

Dear Erika,

We appreciate the opportunity to present our proposal to serve as program coordinator, to perform oversight of the land application of water treatment plant sludge on the MT7 Ranch Property. The following is our proposed scope of services for performing this service:

- 1.) Perform electrical conductivity testing to delineate the site.
- 2.) Review data from City and verify records with transporter.
- 3.) Review records and monitor application of sludge.
- 4.) Monitor land management operations by landowner.
- 5.) Confirm record keeping systems with applicable TCEQ rules.
- 6.) Maintain working relationship with TCEQ personnel concerning sludge application.
- 7.) Arrange for applicable soils and sludge testing, confirming choice of testing laboratory with City prior to testing.
- 8.) Monitor tilling and seeding of land application area with vegetation recommended by TCEQ
- 9.) Consolidate information into report form appropriate for submittal to TCEQ.
- 10.) Prepare and submit to TCEQ the Annual Report.

The cost to provide the above outlined services will be conducted at the rate not to exceed \$5,500.00 annually. Soil and sludge analysis, and samples required for renewal of Permit #730050 will be performed by an accredited laboratory and the costs will be approved by the City before samples are taken. Terms of payment shall be 30 days after invoice date.

Page 2

E.C.I. will deliver one copy of the annual report ready for signatures and submittal to the TCEQ. The annual report will be submitted by September 15, 2022.

This Letter Agreement presents the entire understanding of the City of Breckenridge and E.C.I. in respect to the work and may be modified only in writing signed by both parties. If this Letter Agreement satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter and the enclosed duplicate original in the space provided and return one original to E.C.I.

We sincerely appreciate this opportunity to provide the City of Breckenridge with these services. If you have any questions, please feel free to call at your convenience.

Every effort will be made to do our work in keeping with the high standards of your organization.

Sincerely,

Michael D. Thornton, P.E.

Accepted:

Environment Consultants, Inc.

City of Breckenridge



Michael D. Thornton

Erika McComis



Title

City Manager

Title

9/27/2021

Date

Date



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

October 5, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of a facility use agreement with Stephens County Humane Society for a City owned building located at 210 N. Liveoak Street, Breckenridge (previously known as the Sis Clark Building).

BACKGROUND INFORMATION:

The proposed agreement allows the Stephens County Human Society ("Society") to use the city-owned building on Liveoak Street as a Re-Sale Shop to raise additional funds to support the Society. The city originally began the agreement with the Society in 2017 and allowed the use of the facility for a period of 2 years. The city was notified that they would like to continue using the facility, and the proposed agreements will maintain the original terms of the agreement for a period of two years.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure:
 General Ledger Code:
 Proposed Revenue:
 Budget Amendment Required: No
 Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Lease Agreement

RECOMMENDED MOTION AND/OR ACTION:

Move to approve a facility use agreement with Stephens County Humane Society for City owned owned building located at 210 N. Liveoak Street.

FACILITY USE AGREEMENT

In consideration of the mutual promises and covenants set out herein by and between **City of Breckenridge, Texas**, its successors and assigns (the “City”), and **Stephens County Humane Society**, its successors and assigns, (the “Society”) hereby enter into this Facility Use Agreement (the “Agreement”), to be effective September 9, 2021.

WHEREAS, the Society is a non-profit animal welfare organization; and

WHEREAS, the City and the Society seek to enter into an agreement so that the Society may use City property to raise additional funds to support the Society.

NOW, THEREFORE, the City and the Society hereby agree as follows:

1. SERVICES

City grants Society the exclusive right and privilege to use City’s facility at **210 N. Liveoak Street, Breckenridge, TX 76424** (the “Premises”) for use as a re-sale shop, the proceeds from which will support the Society.

2. MAINTENANCE AND SANITATION

Society shall maintain all areas in a clean, sanitary condition in accordance with recognized standards and in accordance with all laws, ordinances, regulations and rules of Federal, State and local authorities. Minor maintenance will be the responsibility of the Society with major maintenance to be the responsibility of the City.

3. INDEMNIFICATION

Society shall and hereby does indemnify, hold harmless and defend City, its officers, directors, employees and agents from and against all claims, losses, liabilities, damages, and expenses (including reasonable attorney’s fees) for personal injury, death, property damage, violations of federal, state, or local laws and regulations relating to use of the Premises, or other losses which are proximately caused by the Society, its employees or agents under this Agreement.

4. RENT; UTILITIES

The care and support provided by the Society for the animals in Breckenridge and Stephens County will be considered as rent payment on the Premises. The Society will obtain and pay for electric services for the Premises; the City will provide water, sewer, and solid waste services to the Premises at no cost to the Society.

5. TERM

This agreement shall be effective **September 9, 2021** for a period of one (1) year. This Agreement may be renewed for one additional year if the Society provides notice of its desire to renew the

Agreement to the City on or before September 8, 2021. Thereafter this Agreement will be reviewed and considered for reauthorization annually.

6. PUBLIC PURPOSE; AD VALOREM TAXES

The City declares that the Society's use of the Premises is a public purpose, because the funds raised by the Society will be used, in part, to help the animals in the community. However, if ad valorem taxes are assessed against the Premises, the Society will be responsible for the prompt payment of same.

7. BREACH; TERMINATION

In the event any provision of this Agreement is violated by either party, the other party shall serve written notice upon the breaching party setting forth the violations and demanding compliance with the agreement. Unless within 30 calendar days after serving such notice, such violations shall cease or arrangements (reasonably satisfactory to the suffering party) are made for corrections, the suffering party may terminate this Agreement by serving 30 days written notice of its intention to cancel the Agreement on the offending party by registered or certified mail.

8. VACATING PREMISES

Upon the termination or expiration of this Agreement, Society shall vacate all parts of the Premises occupied by Society and shall return same to City in the same condition as when originally made available to Society, reasonable wear and tear excepted. If Society fails to remove its property and effects upon termination or expiration of this Agreement, within a reasonable time, City shall have the right to remove and store all of said property and effects at the expense of Society.

8. NO PARTNERSHIP

Nothing in this Agreement is intended or will be construed to create any partnership, joint venture, joint enterprise or other similar joint relationship between the parties relating to the use of the Premises under this Agreement, nor shall either party be deemed to be an employee, agent or legal representative of the other for any purpose whatsoever. Neither party will have any authority, whether express, implied or apparent to assume or create any obligations for, on behalf of, in the name of, or for the benefit of the other.

9. NOTICES

All notices as required herein or otherwise to City shall be addressed to it at **105 North Rose Avenue, Breckenridge, TX 76424**. All notices to Society as required herein or otherwise shall be addressed to it at **606 W. Elm Street, Breckenridge, TX 76424**.

10. LAWS APPLICABLE

The provisions of this Agreement shall be construed under the laws of the State of Texas.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto relating to the use of the Premises and all previous communications between the parties whether written or oral with reference to the subject matter of this Agreement are canceled and superseded.

WITNESS our hands this and seals ____ day of September 2021.

Kathy O'Shields
President, Stephens County Humane Society

Erika McComis
City Manager, City of Breckenridge

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of September,
2021.

Notary Public, State of Texas

[NOTARY SEAL]



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

October 5, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of Resolution 21-25 approving an agreement with the State of Texas Department of Transportation for the temporary closure of State Highway 180 for the Breckenridge Christmas Parade coordinated by the Breckenridge Chamber of Commerce.

BACKGROUND INFORMATION:

The Chamber of Commerce hosts an annual Christmas Parade that is routed through the downtown area on State Highway 180. This year the Christmas Parade will be held on Wednesday, December 8th. As a part of the process for the parade the City is to consider and approve the road closure in order for the Chamber to receive the necessary approval from TxDOT. The proposed resolution is to show the cities support in the Chamber's event.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure:
 General Ledger Code:
 Proposed Revenue:
 Budget Amendment Required: No
 Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Resolution 21-25
Agreement for the Temporary Closure of Right of Way

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Resolution 21-26 Chamber of Commerce Christmas Parade, December 8th @ 6:30 pm.

**CITY OF BRECKENRIDGE, TEXAS
RESOLUTION NO. 21-25**

A RESOLUTION BE THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE HIGHWAY 180 FOR A PARADE ASSOCIATED WITH THE BRECKENRIDGE CHAMBER OF COMMERCE

WHEREAS, the City Commission of the City of Breckenridge is in cooperation with the State of Texas for the safety and convenience of the traveling public; and

WHEREAS, the City of Breckenridge requests the temporary closure of State Highway 180 and 183 on Wednesday, December 8th, 2021, for the Christmas Parade associated with the Breckenridge Chamber of Commerce; and

WHEREAS, the Christmas Parade will be located within the City of Breckenridge incorporated area, and the closure will be performed within the State’s requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS: That at the regular meeting of the City Commission held on the 5th day of October 2021, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12 to comply with the rules and procedures established by said chapter and section.

This resolution is adopted so that the Christmas Parade may be conducted on Wednesday, December 8th, 2021.

PASSED AND APPROVED THIS THE 5th DAY OF OCTOBER 2021.

APPROVED:

Bob Sims, Mayor

ATTEST:

Diane Latham, Assistant City Secretary

Agreement No. _____

STATE OF TEXAS §

COUNTY OF STEPHENS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Breckenridge, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including US Hwy 180 & 183, in Stephens County; and

WHEREAS, the local government has requested the temporary closure of US Hwy 180 & US Hwy 183 (Waller & Breckenridge Ave) for the purpose of 2021 Christmas Parade, from Dec 8 6:30 to Dec 9 11:15 AM described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the _____ day of _____, 20____, the _____ City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Agreement No. _____

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

- A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
- C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
- D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
- E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- G.** The local government hereby assures the State that there will be appropriate passage

Agreement No. _____

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

Agreement No. _____

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
<u>City of Breckenridge</u> <u>10541 Rose Ave.</u> <u>Breckenridge, TX 76424</u>	Texas Department of Transportation <u>2495 US Hwy 183N</u> <u>Brownwood, TX 76802</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF Breckenridge
Executed on behalf of the local government by:

Agreement No. _____

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Agreement No. _____

Exhibit A

See attached

Exhibit A

CITY OF BRECKENRIDGE, TEXAS

STEPHENS COUNTY US HWY 180

NUMBER OF LANES: 4

DATE: December 8, 2021

TIME 6:30 PM

Estimated Attendance: 500-800

Equipment involved will include, but not limited to the following:

- Tractor and pickup drawn floats with trailers
- Horse drawn wagons
- Mounted horse riding groups
- Marching Bands
- Dance Groups
- New and Antique automobiles
- Motorcycles
- Fire, Police & EMS vehicles
- Buses

Agreement No. _____

Exhibit B

reattached

Exhibit B





EXHIBIT C CERTIFICATE OF INSURANCE

Form 1580
(Rev. 07/12)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Breckenridge Chamber of Commerce
Street/Mailing Address: P.O. Box 1446
City/State/Zip: Breckenridge Texas 76424
Phone Number: (254) 559 2301

WORKERS' COMPENSATION INSURANCE COVERAGE: Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation				Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: <u>United States Liability Ins. Co</u>			Carrier Phone #: <u>888 523-5545</u>	
Address: <u>1190 Devon Park Drive</u>			City, State, Zip: <u>Wayne, PA 19087</u>	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	<u>NBP1556218c</u>	<u>01/01/2021</u>	<u>01/01/2022</u>	Not Less Than: <u>1 MIL/2 MIL Agg.</u> \$ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy				Not Less Than: \$ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name: Wallace Insurance Agency Address: 126 N Walker St. Breckenridge, TX 76424 City, State, Zip Code: 76424
 Authorized Agent's Phone Number: 254 559-5477 Authorized Agent Original Signature: [Signature] Date: 9/22/2021

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The **SIGNATURE** of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:**WORKERS' COMPENSATION INSURANCE:**

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word **STATUTORY**, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or **ACCIDENT INSURANCE** is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or **CONTRACTOR LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
	\$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2540 (Voice), 512/416-2536 (Fax)



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

October 5, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of Resolution 21-26 approving Breckenridge Police Department Policy 2.9 for Mental Health Leave for Police Officers.

BACKGROUND INFORMATION:

A new type of leave for police officers was created by SB 1359 during the 87th Regular Session of the Texas Legislature. The bill requires a law enforcement agency to develop and adopt a policy allowing use of paid mental health leave by police officers employed by the agency who experience a traumatic event in the scope of employment.

The leave policy must be implemented as soon as practicable after September 1, 2021 and must provide clear and objective guidelines for granting and use of mental health leave, make the leave available without a deduction in compensation, state the number of leave days available, and detail the limit of anonymity for a peace officer taking such leave.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Metal Health Policy

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 21-26 approving Breckenridge Police Department Policy for Mental Health Leave for Police Officers.

**CITY OF BRECKENRIDGE, TEXAS
RESOLUTION NO. 21-26**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, APPROVING A MENTAL HEALTH LEAVE POLICY FOR POLICE OFFICERS TO BE ADDED TO THE POLICE DEPARTMENT STANDARDS OF OPERATIONS POLICY MANUAL.

WHEREAS, the proposed mental health leave policy is authorized under Section 614.016 of the Texas Government Code, and would provide mental health leave to officers to promote and support the maintenance of officer’s healthy state of mind while at work and at home; and

WHEREAS, the City Commission recognizes it is in the best interest of the City and supports the importance and necessity of mental health leave for the city’s police officers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

SECTION 1. That the City Commission approves the Breckenridge Police Department Policy 2.9, Mental Health Leave, referred to as Exhibit A.

SECTION 2. That, this Resolution shall take effect immediately.

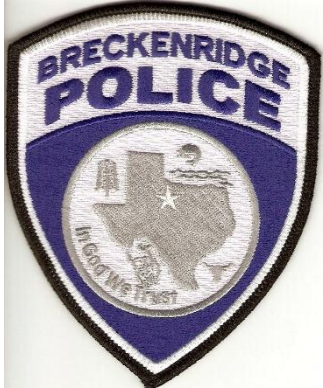
PASSED AND APPROVED THIS THE 5th DAY OF OCTOBER 2021.

APPROVED:

Bob Sims, Mayor

ATTEST:

Diane Latham, Assistant City Secretary

	BRECKENRIDGE POLICE DEPARTMENT	
	Policy 2.9 Mental Health Leave	
	Effective Date: 06OCT21	Replaces:
	Approved: _____ <div style="text-align: center; font-size: small;">Chief of Police</div>	
Reference:		

I. POLICY

The Breckenridge Police Department understands that the police profession can take a toll on the well-being of officers, both physically and mentally. The Department will provide mental health leave to officers to promote and support the maintenance of officers’ healthy state of mind while at work and at home.

II. PURPOSE

The purpose of this order is to establish mental health leave as mandated by Section 614.015, Government Code.

III. DEFINITIONS

- A. **Law Enforcement Agency** – An agency of the state, or an agency of a political subdivision of the state, authorized by law to employ peace officers.
- B. **Peace Officer** – An individual having met all requirements established by law, possessing a valid license through the Texas Commission on Law Enforcement (TCOLE), and having been appointed by the Breckenridge Police Department as a police officer.
- C. **Scope of Employment** – An activity of any kind or character that is associated with and originates in the work, business, trade, or profession of the employer and that is performed by an employee while engaged in, or about the furtherance of, the affairs or business of the employer.
- D. **Identified Traumatic Event** – A traumatic event means exposure to actual or threatened death, serious injury or sexual violence which is experienced by a peace officer in the scope of the officer’s duties by:
 - 1. directly experiencing the event.
 - 2. witnessing, in person, the event as it occurred to others.
 - 3. experiencing repeated or extreme exposure to aversive details of the event.

IV. ELIGIBILITY AND APPLICABILITY

- A. This policy is applicable to all individuals who are employed as peace officers within the Breckenridge Police Department and allows for the use of mental health leave for employees who experience a traumatic event in the scope of employment.
- B. Examples of traumatic events occurring within the scope of employment which might have an adverse effect on a peace officer's mental health include, but are not limited to, the following:
 - 1. An officer involved shooting.
 - 2. An investigation by a peace officer concerning the death of an individual.
 - 3. An investigation by a peace officer concerning the abuse of an individual.
 - 4. The death, serious injury, or catastrophic illness of a co-worker.
 - 5. Repetitive or prolonged exposure to events involving violence, injury, or emotional stress.

V. PROCESS

- A. A peace officer, or the peace officer's supervisor on their behalf, may request mental health leave in writing via the "Request for Mental Health Leave" form on the intranet.
 - 1. The employee must specify on this form the nature of the traumatic event leading to the request for mental health leave.
 - 2. This form shall be submitted electronically or printed once completed and shall be submitted directly to the Chief of Police.
 - 3. This form shall be forwarded to the Director of Human Resources and/or the City Manager and members of the officer's chain of command and the Cities' administrative staff as necessary to effectuate the leave.
- B. Peace officers are eligible for up to three regular workdays (36 hours) of mental health leave, per identified traumatic event, as approved by the Chief of Police and the Director of Human Resources when based on the advice of a medical professional. Leave requested under this policy cannot be taken intermittently and does not accrue.
 - 1. The Department shall make available resources such as an Employee Assistance Program (EAP) or a psychologist and may refer the peace officer to one of these resources on a voluntary basis.
 - 2. Any leave beyond the initial three workdays will require the use of the peace officer's accrued leave and will require a written request to the City Manager accompanied by a recommendation or directive from the employee's health care provider. The City Manager may extend or deny the mental health leave request based on whether the additional leave creates an unreasonable hardship to the department or organization as a whole.

- C. A denial of a mental health leave request must be made in writing. If an employee wishes to appeal the denial of a mental health request by the Chief of Police, they may do so in writing to the Director of Human Resources within three (3) business days. An employee may appeal the decision of the Director of Human Resources to the City Manager in writing within three (3) business days of receiving the denial.
- D. Approved leave will be paid leave which will not cause a deduction in salary or utilize accrued leave balances.
- E. As a requirement of returning to work, the City may request the employee to submit to a fitness for duty evaluation.

VI. SUPERVISOR RESPONSIBILITIES

- A. Supervisors should remain aware of the nature of calls and incidents responded to by the peace officers under their charge. Supervisors should identify potential traumatic events and ensure that peace officers are supported after experiencing these events.
- B. Supervisors should meet regularly with officers to gauge their physical, emotional, and mental well-being consistent with that of a reasonable peace officer. If a peace officer has experienced a potential traumatic event, supervisors should meet as soon as practicable with that officer to determine whether mental health leave under this policy would benefit the peace officer. For example, Supervisors who observe an officer's speech or behavior to indicate the officer may be a danger to themselves or others may recommend leave under this policy. In the event a supervisor determines the peace officer would benefit from mental health leave under this policy, the Supervisor may make a recommendation to the Chief of Police. Recommendations should be in writing and consistent with the directives and definitions included in this policy.
- C. Supervisors should also assist officers, if necessary, in completing the "Request for Mental Health Leave" form and in seeking the assistance of City provided resources or members of the Department chaplain program.

VII. ANONYMITY

- A. Status of the peace officer, if mental health leave is granted, will only be conveyed to necessary members of the Human Resources Department for processing, the Chief of Police, the officer's chain of command and the City Manager.
- B. Approved leave and the nature of the requested leave will not be reflected, expressed, or conveyed to employees outside of those listed above, except as necessary to process the mental health leave request.
- C. Mental health leave by a peace officer will be kept confidential to the extent required by law. Employees may waive the confidentiality of leave by electing to discuss, disclose or share details of their leave with members of the department or Cities' staff or with members of the general public.

Chapter 614, Government Code, is amended by adding Subchapter A-1 to read as follows:

SUBCHAPTER A-1. MENTAL HEALTH LEAVE

Sec. 614.015. MENTAL HEALTH LEAVE FOR PEACE OFFICERS. (a) In this section, "law enforcement agency" means an agency of the state or an agency of a political subdivision of the state authorized by law to employ peace officers.

(b) Each law enforcement agency shall develop and adopt a policy allowing the use of mental health leave by the peace officers employed by the agency who experience a traumatic event in the scope of that employment.

(c) The mental health leave policy adopted under this section must:

(1) provide clear and objective guidelines establishing the circumstances under which a peace officer is granted mental health leave and may use mental health leave.

(2) entitle a peace officer to mental health leave without a deduction in salary or other compensation;

(3) enumerate the number of mental health leave days available to a peace officer; and

(4) detail the level of anonymity for a peace officer who takes mental health leave.

(d) The mental health leave policy adopted under this section may provide a list of mental health services available to peace officers in the area of the law enforcement agency.

SECTION 2. As soon as practicable after the effective date of this Act, each law enforcement agency shall develop the mental health leave policy required by Section 614.015, Government Code, as added by this Act.

SECTION 3. This Act takes effect September 1, 2021.



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

October 5, 2021

PRESENTER:

Heather Caraway, City Secretary

ITEM DESCRIPTION:

Consider approval of Resolution 21-27 appointing Melissa Vick as the Municipal Court Clerk.

BACKGROUND INFORMATION:

The City Charter Section 4.26 states the City Secretary is the ex officio clerk of the court, or his or her deputy. Request to appoint Melissa Vick as the designated deputy to serve as Municipal Court Clerk.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure:
 General Ledger Code:
 Proposed Revenue:
 Budget Amendment Required: No
 Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Resolution 21-27

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 21-27 appointing Melissa Vick as the Municipal Court Clerk.

**CITY OF BRECKENRIDGE, TEXAS
RESOLUTION NO. 21-27**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
BRECKENRIDGE, TEXAS APPOINTING MELISSA VICK TO SERVE AS
THE CITY OF BRECKENRIDGE MUNICIPAL COURT CLERK AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in accordance with Section 4.26 of the City of Breckenridge, Texas Code of Ordinances the City Secretary is authorized to appoint a Municipal Court Clerk subject to supervision by the City Secretary and Presiding Judge; and

WHEREAS, the City Secretary wishes to appoint Melissa Vick to serve as the Court Clerk effective October 5, 2021.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY
OF BRECKENRIDGE, TEXAS:**

SECTION 1. That Melissa Vick is hereby appointed by the City Commission to serve as the Municipal Court Clerk.

SECTION 2. That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED this the 5th day of October, 2021.

APPROVED:

ATTEST:

Bob Sims, Mayor

Diane Latham, Asst. City Secretary



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

October 5, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of Resolution 21-23 approving amendments to the City of Breckenridge Personnel Policy and Procedure Manual.

BACKGROUND INFORMATION:

Upon review of the employee policies, it has been determined that amendments were needed to provide clarification in employee policies. The commission will see further policies submitted over the next few months to update the current employee handbook in its entirety.

The proposed policies submitted for consideration at this time are:

Employee Leave - this policy addresses benefit leave accruals, FMLA provisions, military leave, and holidays.

Employee benefits - this policy addresses employee insurance, workers compensation, retirement, COBRA, and unemployment insurance.

Classification and Salary - this policy addresses overtime, accrual of comp time, on-call pay, and call-back pay for employees called back into work after normal business hours.

Time Keeping and Payroll - this policy addresses employee attendance, payroll, and deductions.

FISCAL IMPACT:

Not Applicable

Proposed Expenditure:

General Ledger Code:

Proposed Revenue:

- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

- Employee Leave Policy
- Employee Benefits Policy
- Classification and Salary Administration Policy
- Timekeeping and Payroll Administration Policy

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 21-23 approving amendments to the City of Breckenridge Personnel Policy and Procedure Manual.

**CITY OF BRECKENRIDGE, TEXAS
RESOLUTION NO. 21-23**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
BRECKENRIDGE, TEXAS, APPROVING AMENDMENTS TO THE CITY
OF BRECKENRIDGE PERSONNEL POLICY.**

WHEREAS, the City of Breckenridge revised and adopted the City of Breckenridge Personnel Policy and Procedure Manual by Resolution No. 13-05 on January 7, 2013, and amended by Resolution 20-07 on March 3, 2020 and Resolution 20-23 on October 6, 2020, providing rules and procedures governing all employees of the City; and

WHEREAS, periodic updates, amendments or revisions are necessary in order to address changes to the City’s employment policies initiated by state or federal law changes as well as City-initiated updates; and

WHEREAS, it has hereby been determined by the City Commission of the City of Breckenridge that is it in the best interest and welfare of the City of Breckenridge and its employees to approve said updates and amendments to the City Employee Manual as attached in Exhibit “A” hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF BRECKENRIDGE, TEXAS:**

SECTION 1. That, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2. That, the City Commission of the City of Breckenridge, Texas hereby approves certain amendments, revisions and updates to the City of Breckenridge Employee Handbook as attached in Exhibit “A” attached hereto.

SECTION 3. That, this Resolution shall take effect immediately.

PASSED AND APPROVED THIS THE 5th DAY OF OCTOBER 2021.

APPROVED:

Bob Sims, Mayor

ATTEST:

Diane Latham, Assistant City Secretary

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CHAPTER 8
EMPLOYEE LEAVE

Effective October 6th, 2021

8.01 Official City Holidays

City holidays are determined by the City Commission. The following days are official holidays for City employees:

- | | | |
|-----------|------------------------|---------------------------|
| A. | New Year's Day | January 1st |
| B. | Martin Luther King Day | 3rd Monday in January |
| C. | Presidents Day | 3rd Monday in February |
| D. | Good Friday | Friday preceding Easter |
| E. | Memorial Day | Last Monday in May |
| F. | Independence Day | July 4 th |
| G. | Labor Day | First Monday in September |
| H. | Columbus Day | Second Monday in October |
| I. | Veterans Day | November 11th |
| J. | Thanksgiving Day | 4th Thursday in November |
| K. | Thanksgiving Friday | 4th Friday in November |
| L. | Christmas Eve | December 24th |
| M. | Christmas Day | December 25th |

8.02 Holidays Falling on Weekend Days

If a holiday falls on a Saturday, it will be observed on the preceding Friday; if a holiday falls on a Sunday, it will be observed on the following Monday.

8.03 Holiday Pay

All Regular Full-Time and probationary employees are eligible for eight (8) hours of holiday pay. Regular Part-Time employees shall receive four (4) hours of holiday pay. Holiday pay shall be based on eight (8) hours regardless of normal length of shift.

8.04 Holidays Not Coinciding with City Holidays

Employees desiring to observe religious holidays not coinciding with official City holidays may be authorized to use other accrued leave such as vacation leave, comp time, flex time or a personal day.

Per Local Government Code, Section 142.013 (c), firefighters shall have one of

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the holidays designated as September 11th. The City of Breckenridge has designated one Personal Day as September 11th.

8.04 Unexcused Absence Preceding or Following a Holiday

An employee who has an unexcused absence on the day immediately preceding or following a holiday(s) may be subject to disciplinary action. This does not apply to an employee who has called in sick and has approval from his supervisor.

8.05 Extra Police and Fire Holiday Pay

Police and Fire employees who work a full workday on a holiday as directed will receive extra holiday pay and pay for time worked. This extra holiday pay will be paid at regular pay in twelve (12) hour increments.

8.06 Personal Day

All Regular Full-Time employees receive two (2) Personal Days on October 1st that must be used within the fiscal year. Unused Personal Day time shall not be rolled over to the next fiscal year. The Personal Day shall not be taken in intervals of less than one (1) day (8, 10 or 12 hours, depending upon shift assigned).

All Regular Part-Time employees receive one (1) Personal Day on October 1st that must be used within the fiscal year. Unused Personal Day time shall not be rolled over to the next fiscal year. The Personal Day shall not be taken in intervals of less than four (4) hours.

New Full-Time Employees hired on or after April 1st shall receive one (1) Personal Day in that calendar year.

8.07 Vacation Leave

Regular Full-Time and Regular Part-Time employees earn vacation leave in accordance with this chapter, but vacation leave may not be taken until the employee has completed six (6) months of employment.

All employees are encouraged to take their earned vacation time. Although the City tries to comply with employees' wishes when it comes to taking time off, the efficiency of the departments and the needs of the public come first. To maintain service levels in the City, the City Manager, Department Heads, and Supervisors have the discretion to regulate the times when vacations may be taken.

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8.08 Vacation Leave Accrual

Vacation time must be earned before it can be taken. Subject to the terms and conditions set forth below, Regular Full-Time employees are entitled to vacation according to the following schedule:

Anniversary Date	Vacation Accrued	Accrual Rate
1 to 4 years	80 hours/year	6.67 Hours/Mo.
5 to 9 years	120 hours/year	10.00 Hours/Mo.
10 to 19 years	160 hours/year	13.33 Hours/Mo.
20 years or more	200 hours/year	16.67 Hours/Mo.

Subject to the terms and conditions set forth below, twenty-four (24) hour shift employees are entitled to vacation according to the following schedule:

Anniversary Date	Vacation Accrued	Accrual Rate
1 to 4 years	120 hours/year	10.00 Hours/Mo.
5 to 9 years	168 hours/year	14.00 Hours/Mo.
10 to 19 years	216 hours/year	18.00 Hours/Mo.
20 years or more	264 hours/year	22.00 Hours/Mo.

Regular Part-Time employees accrue vacation leave at the rate of four (4) hours for each month of continuous service with the City.

8.09 Maximum Accumulation of Vacation Time

The maximum number of vacation hours an employee can accrue and maintain at calendar year-end is 240.

8.10 Vacation Rules

Vacation leave will be administered according to the following rules:

- A.** Vacation time will be charged only for time during which the employee would ordinarily have worked.
- B.** Employees who are transferred, promoted, or demoted shall retain accrued vacation time.
- C.** When taking vacation, an employee must take a minimum of one (1) hour and must have the approval of the employee's immediate

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supervisor.

- D.** An employee must submit a Leave Request to the immediate supervisor in advance an equal number of days as the employee is requesting, except in extenuating circumstances as determined by the City Manager.
- E.** Vacation time shall not be advanced to employees.
- F.** Vacation credits are not transferable between employees.
- G.** No employee shall be permitted to take more than two weeks of vacation time in succession without prior approval of the City Manager.
- H.** An employee that is sick during his vacation leave may request sick time be charged for the days he was sick. The request must be approved by the immediate supervisor and supported by a doctor's certification that the employee was sick during that time.
- I.** Vacation in the last two weeks of December must be approved in advance and at the discretion of the Department Head. All requests for vacation leave during this time must be received prior to December 1st.
- J.** Department Head vacations require City Manager approval.
- K.** An employee on disciplinary suspension forfeits all claims to use vacation leave for the duration of the disciplinary suspension.
- L.** Vacation time does not count as hours worked and shall not be used in over-time calculations.
- M.** Employees on leave without pay, disability leave, family medical leave, or workers' compensation injury leave (after period of salary continuation) or receiving donated sick leave that have exhausted all leave shall not accrue vacation leave. Vacation leave shall accrue based on a prorated basis of the actual hours worked within that month. The accrual rate is based on length of service and number of hours worked per regular workweek.
- N.** Employees are strongly encouraged to use vacation leave. When it appears that a vacation, or at least time away from the workplace, may be in the best interest of the employee, or those for the department or City, the Department Director may, with the approval

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of the City Manager, require an employee to take at least one week of accrued vacation leave to be away from the job for an extended period, particularly if the employee has not taken at least one consecutive week of vacation leave in the past twelve months. Similarly, the City Manager may require a Department Director to take accumulated vacation leave if the City Manager deems it is in the best interest of the employee, the department, and the City.

8.11 Selling Vacation Time

Subject to availability of funds, employees with eighty (80) hours or more of accumulated vacation leave may sell back vacation hours up to a maximum of forty (40) hours on the condition that they have taken at least 40 hours of vacation or exempt leave during the previous twelve (12) months. All employees must fill out the Vacation Sell Back Form during the budget process each year, indicating their intent to convert the leave time to cash and turn it into the Human Resource Department as required by the Finance Department. This form is for budgetary purposes only. Therefore, individuals will need to fill out an additional form when it is time for the payment to be made and turn it into the Human Resource Department no later than October 31st. The conversion is made at the individual's pay rates as of September 30th. Individuals shall be paid their vacation proceeds in December.

8.12 Sick Leave Benefits

Sick leave benefits are to be used only for medical conditions of the employee or the immediate family or for medical quarantine resulting from exposure to a contagious disease. For these purposes, "immediate family" means the employee's spouse, child, brother, sister, mother, father, grandparents, grandchildren, stepparents and shall include the spouse's immediate family. A legal guardian may be considered as immediate family. Any attempt to obtain sick leave by fraud may subject the employee to disciplinary action, up to and including termination.

Employees are required to communicate with their immediate supervisor or department head that they will be absent as soon as the employee knows of the need for absence.

8.13 Sick Leave Accrual

Regular Full-Time exempt and non-exempt employees accrue sick leave at the rate of ten (10) hours for each full month of continuous service with the City. Regular Part-Time employees accrue sick leave at the rate of four (4) hours for each month of continuous service with the City. Twenty-four (24) hour shift employees will accrue sick leave at 12.5 hours for each full month of continuous

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service with the City.

8.14 Maximum Accumulation of Sick Leave

The maximum number of days an employee can accumulate from year to year is 720 hours.

8.15 Sick Leave Use

Sick leave with pay may be used when:

- A. an employee is incapacitated from the performance of the employee's duties due to an illness, surgical procedure, or injury;
- B. a medical, dental, or optical examination or treatment is necessary; provided, that approval of the supervisor is obtained;
- C. an employee is incapacitated by or recovering from pregnancy, miscarriage, or childbirth;
- D. an employee has been exposed to a contagious disease that would warrant quarantine by a health officer, and the employee's presence on the job would jeopardize the health of others; or
- E. an employee needs to remain with a sick child, spouse, parent or other family member.

8.16 Sick Leave Rules

- A. Sick leave time will be charged only for time during which the employee would ordinarily have worked.
- B. Sick leave shall not be taken in advance of it being earned.
- C. When taking sick leave, an employee must take a minimum of one (1) hour.
- D. Employees who are transferred, promoted, or demoted shall retain accrued sick time.
- E. An employee on disciplinary suspension forfeits all claims to use sick leave for the duration of the disciplinary suspension.
- F. Absences of three (3) or more consecutive days will require specific documentation before an employee can return to work. A Supervisor

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shall also be responsible for notifying the Human Resources Department when an employee is absent due to illness for three (3) consecutive workdays so the time may be evaluated for family and medical leave status.

- G.** Employees who are separated from employment for any reason shall not be compensated for any accrued sick leave.
- H.** An employee cannot take sick leave after notice of resignation or termination.
- I.** Employees on leave without pay, disability leave, family medical leave, or workers' compensation injury leave (after period of salary continuation) or receiving donated sick leave that have exhausted all leave shall not accrue sick leave. Sick leave shall accrue based on a prorated basis of the actual hours worked within that month. The accrual rate is based on length of service and number of hours worked per regular workweek.
- J.** Employees on sick leave may not work a second job even if they have been authorized for outside employment by their Department Director.
- K.** Sick leave does not count as hours worked and shall not be used in overtime calculations.

8.17 Physician's Statement

An employee may be required to furnish a statement from an attending physician when:

- A.** there is reasonable cause to question the merits of an employee's claim that an absence is due to a reason described in Section 8.18; or
- B.** the employee's safety or ability to work is in question; or
- C.** absence from work due to illness for three (3) or more consecutive days; or
- D.** when requesting an extension of sick leave for serious illness.

An employee who is released by an examining physician to return to regular or light duty and refuses to report for work or perform their assigned duties is subject to disciplinary action, up to and including termination.

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8.18 Sick Leave on Holidays

If an official paid holiday falls during a period of sick leave, the employee will not be charged for sick leave on the holiday.

8.19 Use of Other Leave

The employee shall be required to charge against vacation leave any additional hours that may be required where an employee has reported illness but does not have sufficient sick leave. The employee shall not have the option to take leave without pay in order to reserve available vacation leave. Leave without pay shall be permitted only in cases where all leave has been exhausted, or the employee is on paid suspension for disciplinary purposes, or on authorized leave of absence.

Sick and vacation leave accrual and all other benefits shall be suspended during any period of leave without pay unless otherwise permitted under the provisions of this policy. The City Manager must approve any exceptions to this policy.

8.20 Credit for Unused Sick Time

Regular Full-Time employees who do not use any sick leave in an anniversary year shall be credited with one (1) additional personal holiday for the following fiscal year.

8.21 Sick Leave Donation

1. Sick leave may be contributed from one employee to another for illness, injury, exposure to contagious disease, or routine medical or dental appointments which cannot reasonably be scheduled outside of working hours.
2. Sick leave may not be transferred from one employee to another within (fourteen) 14 days of notice of termination of employment with the city.
3. Employees must have over 80 hours in their sick-leave bank to be eligible to transfer hours to another employee, and employees must have a balance of 80 hours left in their sick leave after the transfer.
4. The Human Resources Department will notify all employees when a request is made for Sick Leave and will provide the donation form.

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5. The donations will not be processed until the eligible employee has used all hours of their accumulated leave. The employee will only be given the hours for each payroll period as needed. Hours donated from other employees must be used when donated and may not be accumulated for future use. Donation hours will be deducted in equal amounts as needed. Only one request for donations is allowed per occurrence.

8.22 Exempt Staff Leave

The City Manager, Department Heads, and other executive, administrative, and professional personnel, as defined by the Fair Labor Standards Act, are excluded from the provisions of the City's overtime policies as exempt personnel and are expected to work whatever hours are necessary to accomplish required duties, tasks, and responsibilities.

Exempt employees are not required to clock in and out for their work shifts. Instead, exempt employees' time will be reported on an exception basis. This means that they will only be required to submit documentation for work time missed (i.e. sick leave, vacation time, personal day, jury duty, etc.) through the time off request feature in the timekeeping software or in the form of a Leave Request Form.

Exempt personnel shall receive 40 hours of exempt leave each anniversary year, and such leave may be used pursuant to the following terms and conditions:

- A. The taking of such exempt leave must be authorized in advance by the appropriate department or division head.
- B. Unused, exempt leave may not be carried over from one (1) anniversary year to the next.
- C. Balances of exempt leave shall not be paid upon termination of employment with the City, or at any time.
- D. Exempt leave must be taken in a minimum of one (1) hour increments.
- E. For terminating employees, exempt leave may not be used during the final two-week notice period.

A new employee may not take exempt leave until the employee has completed three months of employment.

8.23 Bereavement Leave

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Regular Full-Time and Regular Part-Time employees may receive up to three (3) workdays per calendar year in cases of the death of a member of the employee's immediate family. For these purposes, "immediate family" shall mean the employee's spouse, child, brother, sister, mother, father, grandparents, grandchildren, stepparents, great grandparents, uncles, aunts, cousins, nephews, nieces, great-grandchildren and shall include the spouse's immediate family. A legal guardian may be considered as immediate family.

In order to establish eligibility for bereavement leave, the employee shall be required to disclose the relationship of the deceased person to the Department Head. The supervisor may require the employee to provide proof of death, such as an obituary notice.

The employee's supervisor will approve the appropriate amount of time off for bereavement, but it shall not exceed three (3) workdays. No more than three (3) working days may be used for bereavement leave within a calendar year. In the event of another qualifying death and the employee's bereavement leave days have been utilized, he may use accrued leave, including vacation, sick leave and/or comp time. If there is no balance in an employee's accrued leave, the employee will be required to take leave without pay if no leave is available.

An employee not otherwise meeting the qualifications under this provision may claim the absence against available sick or vacation leave. The employee would otherwise be required to take leave without pay if no leave is available. Bereavement leave with pay does not accrue or carry over to the next calendar year.

If a bereavement request is denied by a Supervisor, the employee may appeal that decision to the City Manager.

8.24 Flextime Policy

The City recognizes employees are most productive when they are able to successfully achieve a balance in their personal and professional lives and that one way to achieve this is to promote a program of flexible or alternate work scheduling. A flexible or alternate work schedule program has been developed to promote such productivity. Dependent upon the needs of the City and the employee, employees may be permitted or required to work an alternate schedule. This policy does not supersede the Department Head and Supervisors' authority to set employee schedules to meet budgetary limitations and/or changes in service levels and operational needs.

A. Parameters

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Flextime is allowed as long as departmental staffing levels are sufficient to maintain appropriate customer service levels. All flextime options are at the discretion of the employee's immediate supervisor and must be approved prior to beginning any alternative work schedule.

B. Definitions

1. **Flextime Work Schedule** - Permits flexibility in arrival and departure times. The time or hours are selected by the supervisor and the employee to complete a full work week of forty (40) hours.
2. **Occasional Flex** – If the employee works late one evening, he or she may request or be required to come in late one morning or leave early one afternoon in the same workweek. This option also gives the employee the opportunity to take a short lunch period, or no lunch period, in order to leave early or come in late. This option must be approved by the immediate supervisor and scheduled in advance when possible.
3. **Seasonal Flex** – This option may be used in any department to handle peak summer workloads and/or extreme heat. For example, the Water, Wastewater, and Street Departments could implement an altered work schedule during the summer months of 7:00 a.m. through 3:30 p.m. with a half-hour lunch. Seasonal flex schedules must be approved by the immediate supervisor. They must also be scheduled in advance of implementation and announced to all City personnel.
4. **Special Flex** – Under special circumstances, the City Manager may approve Special Flex for employees based upon out of the ordinary circumstances. Special Flex will be posted to an accrual balance for each employee and must be taken within sixty (60) days of the date it was earned.

C. Exceptions

Police and fire personnel have written guidelines addressing uniformed and sworn personnel's work schedules. This policy is not intended to supersede any written guidelines pertaining to such schedules within that department.

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D. Authority

The Department Head shall have the authority to approve or deny employee requests to participate in the program on an individual, work unit, division or departmental basis. The Department Head shall also have the authority to require participation in the program on an individual, work unit, division or departmental basis. The Department Head shall have the authority to schedule and determine which employees shall have which days off and to amend, modify, or revoke that schedule as appropriate or necessary.

E. Participation

Participation in the program is available only to those who are deemed eligible by the Department Head. An employee may not appeal or grieve the denial or revocation of a schedule or participation in the program by a Department Head, and an employee who requested participation in the program or his immediate supervisor may terminate participation in this program at any time. Management has the right to remove an employee from the program if the employee's performance declines, if the program fails to benefit the City's needs, or for policy violations. An opportunity to request participation in the program is offered only with the understanding that it is the responsibility of the employee to meet and adhere to all components and requirements, to include, but not limited to the following:

1. Employee understands that he is obligated to comply with all City rules, policies, practices, instructions, which apply to his job and any other specified agreements.
2. Employee agrees that all tasks, duties, obligations, responsibilities, and conditions of employment shall not be changed by reason of participation in the Program.
3. Employee who participates shall continue to accrue leave benefits.

F. Participant Selection Criteria

Any employee requesting to participate in the program with an identified, documented performance problem shall not be selected to participate in the program. Supervisors will assess each request on a case-by-case basis, and will consider the following factors to determine if the employee shall be selected to participate:

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1. The ability of the employee to work independently and effectively with little or minimal supervision.
2. Positive or negative effects of the flexible work schedule on the fulfillment of the employee's responsibilities; customer service; the remainder of the department, division, or office; working with contractors or clients; additional costs or savings to be incurred or realized.
3. Employee must have completed six (6) months of employment with the City and be a Regular Full-Time employee.
4. The employee's need for flexibility in work scheduling.
5. Consideration of the employee's performance indicators; within the last year, including, but not limited to, punctuality, attendance and quality and quantity of work performed.
6. Consideration of the impact on the office, counter assistance, telephone coverage, attendance at meetings, workload, City Commission, board and commission deadlines, project deadlines and any other factors that contribute to the City's goal of providing the highest level of customer service.
7. Consideration of other relevant factors that may affect the effective and efficient operation of the City, i.e., knowledge requirements, contact requirements, reference material requirements, travel requirements, and information security requirements.

G. Request to Participate

Any employee wishing to participate in either fixed or seasonal flextime must fill out the Request of Alternate Work Schedule Form. For those wishing to participate in the program for two weeks or less, the form must be submitted to the immediate supervisor at least five working days in advance for approval. The supervisor will then grant his approval or denial at least three working days in advance of the requested effective date. For requests longer than two weeks, the request form must be submitted to the supervisor at least ten working days before the effective date of the work schedule change, and the supervisor will grant approval or denial at least five working days in advance of the requested effective date. Occasional flextime does not require the Request of Alternate Work Schedule Form but does need to be verbally approved by the immediate supervisor as early in advance as possible.

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H. Work Tasks

The employee shall meet with the supervisor to receive assignments and to review completed work as necessary or appropriate. Further, the employee shall also complete all assigned work according to work procedures mutually agreed upon by the employee and the immediate supervisor.

I. Exempt Employees

Exempt employees are expected to work whatever hours are necessary to accomplish required duties, tasks, and responsibilities. This often requires in excess of eight hours per day. To provide for employees to be more productive and to successfully achieve a balance in their personal and professional lives, a flexible work schedule will be permitted. The ability to flex one's work schedule is dependent upon the employee's workload and the impact on the City. The flexible work schedule opportunities do not affect the Exempt Leave benefit.

The exempt employee's alternate work schedule provisions are as follows:

1. When an exempt employee physically works in excess of 8 hours a day, he may use those excess hours to flex his work hours within the same pay period. Hours may not carry over from one pay period to the next.
2. No more than eight (8) consecutive hours shall be flexed in any given pay period.
3. If additional leave is needed within a pay period, the employee shall use his accrued leave.
4. Such flextime work schedule changes shall be authorized in advance by the immediate supervisor.

J. Enforcement

This policy will be enforced by all supervisory and management personnel. Employees who violate or abuse this policy will be subject to disciplinary action, up to and including termination. If employees have questions regarding flex time (as defined by this policy) they should consult their supervisor. Unresolved issues between employees and management concerning flextime will be addressed by Human Resources.

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8.25 Military Training Leave

A. Eligibility

An employee who is a member of the National Guard or reserves of the United States armed forces shall, upon notification to the Department Head and submission of appropriate documentation, be granted leave for a period required to perform active duty for training.

B. Definition

Active duty for training means to be engaged in short periods of authorized military training such as cruises, training schools, weekly or weekend drills, and other similar activities.

C. Length of Leave

In accordance with Section 437.202, Texas Government Code, an employee engaged in authorized military training or duties will receive pay and accrue benefits as if the employee were on the job, for up to one (1) month in any one year.

8.26 Military Active Duty Leave

A. Eligibility

An 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 and, for reemployment purposes, submit a copy of the orders for inclusion in the employee's personnel record.

B. Use of Military Leave and Vacation Leave

While serving on military active duty as a member of a reserve component of the armed forces, an employee may elect to use military training leave and any accrued vacation leave, or similar leave accrued before the commencement of such service.

C. Length of Active Duty

In accordance with Section 4312, Title 38, United States Code, an employee may serve a total of five years on active duty in the armed

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forces as a member of a reserve component 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.

D. Reemployment

A regular 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; and
4. makes written application for reemployment within 90 days after discharge, separation, or release from military active duty and presents evidence of the discharge, separation, or release from military active duty.

E. Leave for Military Physical Exam

An employee called for a military preinduction physical examination will be allowed a reasonable time with pay, including travel time, to take the examination.

F. Credit for Military Service

Upon reemployment with the City following military active duty, an employee 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.

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8.27 FMLA Leave

A. Federal Law

FMLA leave is provided in compliance with the Family and Medical Leave Act of 1993. When questions arise concerning FMLA leave that are not answered in this section, the Department Head or Human Resources Department should refer to federal regulations, 29 C.F.R. Part 825, for additional guidance. These regulations are controlling in any matter on which this policy is silent.

B. Eligibility and Entitlement

Any employee who has completed twelve (12) months of employment and at least 1,250 hours of service during the previous twelve (12) month period with the City is entitled to receive Family and Medical Leave during a rolling year for one or more of the reasons listed below:

1. Birth of a child of the employee in order to care for such child (leave must be taken within a twelve (12) month period after birth);
2. Upon the placement of a child with the employee for adoption or foster care (leave must be taken within a twelve (12) month period after placement);
3. To care for the employee's spouse, son, daughter or parent who has a serious health condition;
4. When the employee is unable to perform the essential functions of his position because of a serious health condition.
5. If an immediate family member (spouse, child or parent) is a Reservist or a member of the National Guard and is on active duty or has been notified of a call to active duty in support of a contingency operation and has a qualifying exigency. A qualifying exigency is defined as short-notice deployment, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities and additional activities where the employer and employee agree to the leave.
6. To care for a family member (spouse, child, parent, or next-of kin) who is a covered service member who is recovering from

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a serious injury or illness sustained in the line of duty on active duty.

8.28 FMLA Leave Provisions

The provisions for using Family and Medical Leave for 1 through 6 listed above are as follows:

- A. An employee who has no accrued paid leave must receive unpaid family and medical leave up to twelve (12) weeks during a rolling twelve month period; twenty-six (26) weeks if caring for an injured or ill service member recovering from a serious injury or illness sustained in the line of duty on active duty. All of the twenty-six weeks of leave which are available to care for an injured or ill service member must be taken during a single twelve month period.;
- B. An employee who has less than their eligible FMLA weeks, in accrued paid leave must first use the accrued paid leave towards their FMLA weeks; thereafter, the remaining balance of their FMLA weeks shall be unpaid family and medical leave;
- C. An employee, who has more than their eligible FMLA weeks in accrued paid leave, must substitute accrued leave for unpaid FMLA leave. Upon expiration of FMLA leave, the employee may use the accrued paid leave over and beyond, their eligible FMLA weeks, if necessary, for family and medical leave causes, only upon review by the Human Resources Department and approval by the City Manager; and
- D. Family and Medical Leave may be paid or unpaid.

8.29 FMLA Leave – Reasonable Accommodations

After completion of twelve (12) or twenty-six (26) weeks of leave under the Family and Medical Leave Act, the employee shall be restored to the same position or to an equivalent position involving the same or substantially similar duties and responsibilities. An employee will be restored to the same worksite or to a geographically proximate worksite. The employee is also entitled to return to the same shift or an equivalent schedule. If an employee is unable to perform the duties of his assigned position, reasonable accommodations may be made by the City to provide for the employee to perform such duties. If reasonable accommodations cannot be made and the employee is unable to perform the essential duties of his assigned position, he may be terminated.

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8.30 FMLA – Supervisor Notice to Human Resources

A Supervisor shall be responsible for notifying the Human Resources Department immediately when an employee is away from work for a Family and Medical Leave qualifying event (if Family and Medical Leave has not been approved), even if the employee is utilizing paid vacation, sick or other types of leave or is out due to a work related injury. A Supervisor shall also be responsible for notifying the Human Resources Department when an employee is absent due to illness for three (3) consecutive work days, so the time may be evaluated for Family and Medical Leave status.

8.31 FMLA – Other Provisions

- A. When Family and Medical Leave is foreseeable, an employee must provide at least thirty (30) days advance written notice. When the need for Family and Medical Leave is unforeseeable, as much notice as is practicable should be given. A form requesting Family and Medical Leave is available in the Human Resources Department. If it is determined that the need for Family and Medical Leave was foreseeable, the leave can be delayed until at least thirty (30) days after the date that the employee provides notice to the City. In the absence of unusual circumstances, nothing herein excuses an employee from complying with the requirement to notify his/her immediate supervisor of an absence as required by Section 15.05.A.2. of the PARM.

- B. **Medical Certification:** The City may require medical certification from a health care provider to support a claim for leave to care for a seriously ill child, spouse or parent, or for the employee's own serious health condition. Medical certifications must be returned to the Human Resources Department within fifteen (15) working days. Recertification may also be required on a monthly basis. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. For the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of his/her position. Upon returning to work after leave for his/her own illness, an employee is required to provide a fitness for duty certification which addresses the employee's ability to perform the essential functions of the employee's job.

If the City determines that a certification provided is incomplete or insufficient, the City will provide the employee with seven calendar days to cure any deficiency. When leave is requested due to a

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serious health condition affecting the employee or the employee's spouse, child or parent or for leave requested to care for an injured or ill service member and the deficiency is not cured, the City has the right to either deny FMLA leave or contact the health care provider for purposes of clarification and authentication of the medical certification. Any contact with a health care provider will be made only by a health care provider, the Human Resources Department or the City Manager and, when necessary, upon receipt of a HIPAA authorization provided by the employee. If an employee refuses to provide a HIPAA authorization when necessary and does not otherwise clarify the certification, the City may deny FMLA leave.

If the validity of a certification is questioned, the City may require that a second opinion be obtained. If the first and second opinions differ, the City may require a third opinion be obtained. The employee and the City must agree upon a health care provider for the third opinion and this opinion shall be binding on both parties. The City shall bear the expense of second and third opinions.

- C. Service Member Certification:** An employee requesting leave to care for an injured or ill service member must provide certification of the need for leave from the service member's health care provider. Invitational Travel Orders or Invitational Travel Authorizations issued to the employee to join an injured or ill service member at his or her bedside may be provided in lieu of this certification for the duration of time specified in the orders or authorizations. Employees seeking leave for a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation must also provide a certification of the need for leave to the Human Resources Department.
- D.** This policy does not affect the accrual or usage of leave provisions (i.e., vacation, sick, compensatory or exempt leave, or holiday).
- E.** An employee shall continue to receive health insurance benefits during Family and Medical Leave. The City shall continue paying its portion and the employee shall continue to pay his portion of health insurance benefits.
- F.** Family and Medical Leave may be delayed or denied due to the failure of an employee to adhere to these Regulations.
- G.** Within five business days of receipt of notice from an employee requesting paid or unpaid leave, the Human Resource Department

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shall notify the employee of the employee's eligibility to take FMLA leave and the employee's rights and responsibilities for taking FMLA leave. This written information must be provided to the employee in a language in which the employee is literate.

- H. Within five business days of receipt of enough information to determine whether the leave is being taken for an FMLA-qualifying reason, the City must notify the employee whether the leave will be designated and counted as FMLA leave.
- I. When medically necessary, an employee may take Family and Medical Leave on an intermittent basis or work a reduced schedule. Leave taken due to a qualifying exigency may also be taken on an intermittent or reduced leave schedule. Arrangements should be made with the employee's immediate supervisor so that the operations of the department are not unduly disrupted. An employee taking intermittent leave or leave on a reduced schedule may be temporarily assigned to an alternative position with equivalent pay and benefits if it better accommodates the needs of the department.

8.32 Leave of Absence without Pay or Inactive Status

- A. In addition to the paid leaves of absence discussed above and in the FMLA provision, an unpaid leave of absence for a reason acceptable to the City may be granted for up to seven (7) calendar days to Regular Full-Time and Regular 29 Part-Time employees. A request must be made by the employee in writing at least ten (10) days prior to the beginning date of the leave of absence, except in an emergency situation. The Department Head and the Human Resources Department must approve the leave of absence in advance.
- B. An employee who does not return to work on the first regular working day following the end of the leave of absence period shall be terminated unless he has received an extension before the expiration of the originally approved leave.

8.33 Administrative Suspension

When an employee is under investigation for a crime, official misconduct or disciplinary matters, or is awaiting a hearing or trial, he may be suspended with or without pay for the duration of the investigation or proceedings. If the investigation or proceedings clear the employee, he shall be eligible to resume work under such terms and conditions as may be specified by the City Manager or Department Head, which may include compensation of back pay if pay was withheld.

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8.34 Jury Duty and Other Court Leave

- A. An employee shall be granted paid jury leave when he is summoned for jury duty.
- B. The employee must notify his supervisor upon receiving a summons for which jury leave is requested. A copy of the summons must be submitted to the employee's supervisor and to the Human Resources Department.
- C. All fees paid and expenses reimbursed by the court may be retained by the employee.
- D. Employees shall report to work on any business day or partial day when the jury/court is not in session.

8.35 Paid Time Off for Voting

An employee eligible to vote in a national, state, county, or municipal election, shall, when necessary, be allowed sufficient leave with pay to exercise this right. The requested leave must be approved by the Department Head.

8.36 Other Leave without Pay

A. Eligibility

Leave without pay, other than military leave and FMLA leave, is granted as a matter of administrative discretion. No employee is entitled to leave without pay as a matter of right, but it may be granted to any employee.

B. When Granted

The City Manager may grant leave without pay to an employee for the following reasons:

1. To participate in training or education that would result in increased job ability;
2. To recover from illness or disability after FMLA leave has been exhausted or if the employee is not eligible for FMLA leave; or
3. In circumstances described in other parts of these policies.

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C. Benefits

Except for military training or active duty leave, benefits shall not accrue while an employee is on leave without pay, when leave exceeds time worked for any month.

D. Return from Leave

When an employee who has been granted leave without pay desires to return before expiration of the leave, the Department Head may require that reasonable notice, not in excess of 15 calendar days, be given. Except for military training or active duty leave, an employee who returns to work after leave without pay which exceeds three months, shall be given an adjusted service or seniority date and an adjusted anniversary date for merit review and vacation leave carry over purposes.

E. Revocation of Leave

A Department Head may revoke leave without pay upon finding evidence that the cause for granting leave without pay was misrepresented or has ceased to exist.

F. Recordkeeping

A Department Head is responsible for submitting to the Human Resources Department accurate records of employees who are on leave without pay (LWOP). The biweekly report shall show absentees who are not entitled to pay.

8.37 Absence without Leave

Unauthorized absence without leave for two (2) or more consecutive working days, or failure to return at the expiration of a leave is considered to be an automatic resignation or job abandonment. An automatic resignation may be rescinded by the Department Head if the employee presents satisfactory reasons for the absence within three (3) days of the date the automatic resignation became effective.

8.38 Breastfeeding Support

A. 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

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after the child's birth each time such employee has need to express the milk and 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.

- B.** All women who breastfeed their children and who need to express milk during the working day will work with their supervisor and the Human Resources Department to determine how best to accommodate the needs of the mother while still accomplishing the performance of her job.
- C.** 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 work day to express milk, the employee will need to use personal time (lunch, sick and/or vacation hours).
- D.** The Human Resources Department will work with each nursing mother to determine a private area in which they may express milk. Milk may be placed in City refrigerator so long as it is appropriately marked.

CHAPTER 9 EMPLOYEE BENEFITS

Effective November 1, 2021

9.01 Health Insurance

All regular full-time employees are covered by medical insurance. This insurance generally provides for physician care, hospitalization, major medical expenses and prescription drugs. Coverage for dependents is available by payroll deductions at reduced group rates on the first day of the month following thirty (30) days of employment. Detailed information concerning employee insurance is contained in the City's Benefits Brochure.

9.02 Life Insurance

The City provides group term life and accidental death and dismemberment insurance for regular full-time employees. The cost of providing this insurance coverage for employees is paid by the City. Optional supplemental coverage for employees and their dependent is available by payroll deduction at reduced group rates on the first day of the month following thirty (30) days of employment.

9.03 Cafeteria Plan (IRS Section 125)

Each employee of the City is able to design an additional benefit program, meaning he can choose optional benefits that best accommodate his personal situation. Included in the cafeteria plan are supplemental insurance policies, including accident, cancer and optional life insurance. Such programs are available through payroll deductions with pre-tax dollars on the first day of the month following thirty (30) days of employment. Detailed information concerning optional benefits can be obtained in the Human Resources Department.

9.04 Worker's Compensation

- A.** Any City employee becomes eligible for Workers' Compensation when he is injured in the scope of his employment for the City of Breckenridge.

- B.** When the attending physician has instructed the employee, in writing, to remain off the job until the physician releases the employee to return to work, Texas state law prescribes that an employee shall receive Workers' Compensation payments during the

recovery and recuperation period. An injured employee is entitled to medical aid and hospital services which are required at the time of injury, and at any time thereafter, as may be necessary to cure and relieve the effects of the injury.

- C.** The Human Resources Department is responsible for administering, pursuant to the requirements of state law, and the City's Workers' Compensation program.
- D.** A full-time employee, who is injured on the job, shall be granted injury leave not charged against his sick leave or vacation leave, to extend for such time as a physician shall certify that the injured employee is unable to work, but in no event to extend beyond twenty-four (24) continuous weeks, unless expressly authorized by the City Manager.
- E.** During the first twelve (12) weeks of such injury leave, the leave shall not be charged against sick leave nor vacation leave and runs concurrently with Family and Medical Leave. Regular full-time employees shall continue to receive their current rate of pay, exclusive of overtime. During such injury leave, the City shall pay such employee as direct payments from salary funds an amount that, when combined with Workers' Compensation Insurance benefits payable to such employee, would equal his base pay, but the total amount so paid for loss of time from work shall not exceed the full pay which such employee would have received for such period at his regular rate of pay.
- F.** If the employee is unable to return to work upon expiration of the first twelve (12) weeks of injury leave, the employee shall be allowed to use any accrued leave to make up the difference between workers' compensation and full pay up to the twenty-four (24) week total.
- G.** If the employee is unable to perform the essential duties of his assigned position at the end of twenty-four (24) weeks, reasonable accommodations may be made by the City to provide for employee to perform such duties. If reasonable accommodations cannot be made and an employee is unable to perform the essential duties of his assigned position at the end of twenty-four (24) weeks, he may be terminated.
- H.** While on injury leave, an employee shall continue to earn vacation and sick leave at the regular rate and shall remain eligible for health insurance benefits; however, the employee's portion of any additional premiums, supplemental insurance and dependent coverage must continue to be paid by the employee during such leave.

- I. An employee who is physically able and who fails to report by the end of the employee's current shift any injury to his supervisor, however minor, and fails to take such first aid treatment as may be necessary, may not be eligible for injury leave. When an employee is injured on the job, the supervisor shall contact the Human Resources Department and request completion of a Workers' Compensation First Report of Injury (TWCC-1) immediately. When an accident causes serious bodily injury or death to an employee, the supervisor shall notify his Department Head, the Human Resources Department, the Financial Services Department, and the City Manager immediately.
- J. Part-Time and Seasonal employees shall be eligible to receive Workers' Compensation benefits only and shall not receive Workers' Compensation injury leave. These employees may use any accrued paid leave or be granted a "leave of absence without pay" by the City.
- K. No employee may return to work from an injury involving lost time without first obtaining a physician's release. The physician's release must be forwarded to the Human Resources Department.
- L. An employee injured in the scope of his employment for the City may be subject to alcohol/substance screenings.
- M. An employee who is unable to return to work shall contact the Human Resources Department every Friday until the doctor has released the employee to return to work. It is the employees responsibility to provide updated paperwork to the City while being out on a Worker's Compensation injury.

9.05 Social Security

All employees of the City are covered under the Federal Insurance Contributions Act (FICA) in accordance with Federal law.

9.06 Retirement

The City of Breckenridge is a member of the Texas Municipal Retirement System. The purpose of this system is to provide a plan for the retirement of employees of Texas municipalities. Participation in this system is required for all regular employees who are scheduled to work a minimum of one thousand (1,000) hours annually.

- A. The plan requires a contribution be made by means of payroll deductions. The City matches each employee's contribution at a 1.5:1 ratio.
- B. In the event a member of the retirement system leaves the employment of the City prior to retirement, and is not vested, such member may elect to leave his contributions on deposit with the system for not more than five (5) years, or may file application for a full refund of the employee's contributions and accrued interest thereon, or may roll the funds over into a qualified account.
- C. More complete information regarding the City's retirement plan is provided in the Texas Municipal Retirement System Handbook available in the Human Resources Department.

9.07 Continuation of Insurance Coverage (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) provides that covered employees, their spouses and dependents are eligible to continue their group health insurance coverage for a specific period of time and upon certain qualifying events for up to eighteen (18) months when employment is terminated due to resignation, reduction of work hours, or dismissal (for other than gross misconduct).

Covered employees, their spouses and dependents are eligible to continue their group health insurance coverage for a period up to 36 months should one of the following events take place:

- A. Death of the covered employee
- B. Divorce or legal separation
- C. Covered employee's entitlement to Medicare
- D. Dependent child ceasing to be dependent

9.08 Additional Continuation for Spouses and Dependents

COBRA also entitles spouses and dependents of a covered employee to continue their group insurance coverage for up to 36 months upon certain qualifying events which may include the termination of a covered employee; a reduction in such employee's hours of employment; upon the death of a covered employee; the employee's divorce or legal separation; when dependent children are no longer an "eligible dependent" under the definition in the policy; and when the employee

ceases to participate in the City sponsored plan if the employee is Medicare eligible. The employee, spouse, or dependent must request continuation of coverage in order to be eligible for COBRA.

9.09 Unemployment Insurance

Texas law provides that, under certain conditions, payments of money may be made to unemployed individuals from an unemployment insurance fund administered by the Texas Workforce Commission. The City contributes to this fund under the Texas Employment Compensation Act.

CHAPTER 4 CLASSIFICATION AND SALARY ADMINISTRATION

Effective October 11, 2021

4.01 Job Descriptions

Job descriptions shall describe the job duties for all positions in the City and shall include the factors of experience, training, education, responsibilities, supervision, and working conditions. Such factors establish the classification of the position and the salary.

4.02 Salary Schedule

All salary ranges of City employment shall be identified in the salary schedule approved by the City Manager and Human Resources Department. Generally, changes in the schedule are made through the adoption of the annual operating budget.

4.03 New Hire Salaries

Under most circumstances, new employees are hired at the minimum of the approved salary range. In exceptional circumstances, based on unique qualifications or recruiting difficulties, the Department Head may approve a hiring rate more than the minimum of the approved salary range; however, any rate more than 25% higher than the minimum of the salary range must be pre-approved by the City Manager prior to an employment offer being made.

4.04 Overtime Policy

Employees covered by the overtime pay requirements of the Fair Labor Standards Act (FLSA) may not start work earlier than their regularly scheduled hours or work later than their regularly scheduled hours unless they have obtained prior permission from their supervisor. Supervisors are responsible for determining that funds are available before authorizing overtime work and administering overtime as evenly as possible among all employees qualified to do the job. If an employee fails to obtain prior permission to work overtime, he is subject to disciplinary action, up to and including termination. Overtime must be justified and proper documentation provided to support the hours worked.

4.05 Overtime Rate

All non-exempt employees, including Police and Fire Department employees, will be paid for overtime worked at the rate of one and one-half (1½) times the employee's regular hourly rate of pay with time rounded to the nearest quarter of an hour. For purposes of

calculating overtime pay, this hourly rate shall include base and any incentive or certification pay.

4.06 Holiday, Vacation, Sick, Personal Time not Counted as Hours Worked

Scheduled periods of absence such as holiday, vacation, sick and personal leave shall not be counted as hours worked when determining whether overtime pay rates apply to an employee's work.

4.07 Overtime Accrued (Compensatory Time)

At the discretion of the Department Head for budgetary purposes, regular full-time non-exempt employees who work overtime may be required to take compensatory time off in lieu of overtime wage payments. Compensatory time off will be credited at the rate of one and one-half (1½) hours for each overtime hour worked and recorded on the employee's timesheet. Upon termination of employment, a non-exempt employee will be paid for unused compensatory time earned.

4.08 Accrual of Compensatory Time

All regular non-exempt employees may accrue up to forty-eight (48) hours (32 x 1.5) compensatory time off and non-exempt Police Department and Fire Department employees up to seventy-two (72) hours (48 x 1.5). Compensatory time off must be used within 120 calendar days after the date on which it was earned. Employees who have accrued the maximum allowable amount of compensatory time must thereafter be paid for overtime hours worked.

After the employee has accrued the maximum compensatory time and he has not used it as leave, all compensatory time accrued above the maximum must be paid. Accrued balances of compensatory time at separation from employment must be paid at the current rate of pay, or the average rate of pay earned during the last three years of employment, whichever is higher.

4.09 On Call Policy

"On-call" is all time outside of regularly scheduled working hours when a non-exempt employee is required to be available on a stand-by basis to respond to a work demand or return back to work. The City reserves the right to require employees to be designated as on-call on a given day or week, as needed. An employee is considered to be in on-call status only when specifically assigned by a supervisor. When on-call, employees are unrestricted in their activities, but must remain accessible by phone or pager and in a fit condition to return to work within one hour.

- A. All non-exempt employees formally designated as on-call will be compensated for four (4) additional hours during the seven-day work period during which they were on-call. **This pay is at the employee's regular pay rate.**
- B. An employee scheduled for on-call time fails to respond within one hour to a job-related situation requiring immediate action will lose his on-call compensation for that week, and may be subject to disciplinary action, up to and including termination.
- C. Exempt employees are considered to be "on-call" at all times exception when on scheduled time off (i.e. vacation, sick, personal time).

4.10 Call Back Pay

- A. A non-exempt employee who is contacted, but is able to perform the work from home will be paid for the actual hours worked.
- B. A non-exempt employee who is contacted and must return to the work site outside of regularly scheduled work hours will be paid a minimum of one hour, or the actual hours worked, whichever is greater. If the call back merges with the employee's regularly scheduled working hours, the employee will be paid for the actual hours worked or a minimum of one hour, whichever is greater.
- C. A non-exempt employee who is called back to work shall gather any tools or equipment necessary to complete the job. When the emergency is resolved, or a supervisor has decided that the problem can be resolved the next working day, the employee shall return to his work location, put away his tools and equipment. The on-call employee will be compensated at time and ½ for the time he is called out. The on-call employee is responsible for reporting accurate times for the responding call out.
- D. This section does not apply to exempt employees.

**CHAPTER 6
TIMEKEEPING AND PAYROLL**

Effective October 11, 2021

6.01 Time Collection

All non-exempt employees are required to clock in at the beginning of each shift and clock out at the end of each shift. Employees are required to clock in and out for lunch if their department or division has a scheduled lunch. At this time the City utilizes a paper time system therefore the employee will maintain their “clock in and out” time by writing down their time on the provided timesheet.

Employee time is required to be reviewed by the Department Heads and Supervisors prior to submitting it for payroll processing. If there is a discrepancy, the Supervisor and employee must resolve the situation prior to submitting the time record for processing. Any violation of this policy can subject both employees to disciplinary action, up to and including termination.

6.02 Failure to Timely or Properly Report Absence

Excessive absenteeism, tardiness, and or failure to timely or properly report an absence reflects on an employee’s overall job performance and subsequently on performance evaluations. It is the employee’s responsibility to contact his Supervisor regarding any tardiness or absence. Except where otherwise provided by law, an employee with an excessive absenteeism and/or tardiness record will be subject to disciplinary action, up to and including termination.

6.03 Tardiness

If an employee expects to be late by more than fifteen (15) minutes, he must call the Supervisor and inform them of the delay. An employee who is late for work will forfeit pay for the actual work time missed. If the employee cannot reach his immediate supervisor, he must notify the next level Supervisor or Department Head of the tardiness.

6.04 Request for Leave

When an employee knows in advance of an impending absence, he must submit a Request for Time Off to his Supervisor. The Supervisor will evaluate the reason for the absence and decide whether the employee may be excused. The Supervisor will then approve or deny the Request for Time Off. Unexcused

absences shall subject the employee to disciplinary action, up to and including termination.

6.05 Unexcused Absences

Unexcused absences are absences that occur without proper notification or without satisfactory reason. An employee having one (1) unexcused absence in any twelve (12) month period shall be warned in writing by his immediate Supervisor that any further unexcused absence may result in termination from City employment. The second unexcused absence in a twelve (12) month period may result in the employee's termination.

6.06 Job Abandonment

If an employee is absent and his Supervisor is not directly notified for two (2) consecutive workdays, the employee will be considered to have abandoned his job and he will be terminated from the City. The employee is required to personally report during any period of absence unless there are extenuating circumstances prohibiting him from doing so.

6.07 Pay Days

The City pays all employees on a bi-weekly basis (twenty-six pay periods per year). For pay calculation purposes, the City's workweek begins Monday at 12:00 a.m. and ends Sunday at 11:59 p.m. Direct deposit is required by the City of Breckenridge to deposit net pay directly to a financial institution (checking or savings account) of the employee's choice. Paychecks shall be automatically deposited in employee's authorized accounts every other Wednesday following the pay period end date by 5:00 p.m. If a scheduled payday falls on a holiday, paychecks shall be deposited the day preceding the holiday. Employees are required to notify Human Resources immediately if their bank account is no longer active and must provide new account information prior to payroll processing day. Any exception to this policy must be approved by the City Manager.

6.08 Release of Employee Paycheck to a Third Party

Written authorization from the employee shall be submitted to the Human Resources Department for delivery of the employee's paycheck to a third party. The third party may be required to provide proof of identification.

6.09 Earnings Statements

A. Statement Information

With each paycheck, employees receive an earnings statement that itemizes the earnings and deductions. Deductions fall into two groups: those required by law and those authorized by the employee in writing. Deductions required by law are:

- Texas Municipal Retirement System (TMRS): The amount deducted from the employee check is sent to TMRS. The City contributes an additional amount to the employee's retirement account as well.
- Federal Withholding Tax: The amount deducted for Federal Income Tax Withholding varies depending upon the employee's earnings and the number of exemptions that an employee has authorized on the W-4 (Exemption Certificate).
- F.I.C.A. (Social Security and Medicare): The amount of deduction is determined by the Federal Government.
- Involuntary Garnishments: These are court ordered deductions and other mandated deductions (i.e. child support, IRS levy, student loan garnishments).

B. Voluntary Deductions

Voluntary deductions authorized by the employee may include payments for health insurance premiums and other benefit deductions. No such deductions will be made from an employee's paycheck unless the employee authorizes it in writing.

C. Employee Responsibility

A paycheck is payment from the City to an employee for services rendered, less any applicable deductions. Employees are not allowed to assign their wages to any other person. When an employee receives his payroll check, it is the employee's responsibility to make sure the hours, pay rate, and deductions are correct. If an employee believes that there is an error on his paycheck, he must return it to the Human Resources Department for correction. If the paycheck is cashed before the error can be corrected, the information on the check stub can be used to review the paycheck detail. Errors on paychecks must be reported to the

Human Resources Department within ninety (90) days of receiving the paycheck.

6.10 Federal and Court Ordered Garnishments

A. Child Support Wage Withholding

The City, upon receipt of a court order or letter signed by the employee, will automatically deduct child support in accordance with the directions contained in the court order or employee letter. An employee letter cannot supersede a court order. If child support is ordered by a court, another court order must be issued to cancel or modify the amount of the original court order.

B. IRS Garnishments

The City will adhere to any wage garnishment issued by the Internal Revenue Service. A garnishment issued by the IRS must be released by the IRS.

C. Other Court Ordered Garnishments

Upon receipt of a court order, the City will automatically deduct garnished wages in accordance with the directions contained in the court order.

6.11 Payment of Compensation upon Employee's Death

In order to settle the accounts of deceased employees, all unpaid compensation due a deceased employee shall be paid to the person or persons surviving at the date of the employee's death, in the following order of precedence. When payments are made in accordance with this section, no other person may collect any of the amounts so paid.

- A.** First, to the beneficiary or beneficiaries designated by the employee in writing to receive the compensation, if the written designation is filed with the payroll office before the employee's death;
- B.** Second, if there is no designated beneficiary on file with the personnel clerk, to the employee's surviving spouse;
- C.** Third, if there is no designated beneficiary or surviving spouse, to the child or children of the employee, or the descendants of deceased children, by representation;

- D.** Fourth, if none of the above, to the parents of the employee, or the survivor of them;
- E.** Fifth, if none of the above, to the duly appointed legal representative of the estate of the deceased employee, or if there is none, to the person or persons determined to be entitled under the laws of descent and distribution of the State of Texas.