



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

April 05, 2022 at 5:30 PM

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**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 April 05, 2022 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

**CALL TO ORDER**

**INVOCATION**

Invocation led by Brother Otho Noggle

**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.*

**PUBLIC HEARING ITEMS**

1. Conduct a public hearing for the 2022 TxCDBG – Downtown Revitalization/Main Street Grant Program (DRP/MS).

**CONSENT AGENDA**

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

2. Consider approval of the March 1, 2022 Regular Commission meeting minutes as recorded.
3. Consider approval of Resolution 2022-08 appointing Bonnie Robbins to serve on the Board of Adjustments for a term set to expire on November 30, 2022.
4. Consider awarding a contract for application and administration services for the 2022 TxCDBG – Downtown Revitalization/Main Street Grant Program (DRP/MS) to Public Management, Inc.

## ACTION ITEMS

5. Discuss and consider adoption of a Resolution 2022-09 directing publication of Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation to the Texas Water Development Board to provide funds for sewer system improvement projects; and resolving other matters relating to the subject.
6. Discuss and consider adoption of a Resolution 2022-10 directing publication of Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation to the Texas Water Development Board to provide funds for water system improvement projects; and resolving other matters relating to the subject.
7. Discuss and consider approval of Resolution 2022-11 approving the 2022 Employee Personnel and Administrative Regulations Manual (PARM).
8. Discuss and consider approval of Resolution 2022-12 approving a contract for the purpose of financing the purchase of a tractor and vehicles.
9. Discuss and consider the appointment of a member to serve on the West Central Texas Municipal Water District Board for a two-year term expiring in May 2024.

## 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 **5:00 PM** on the **1st day of April 2022**.

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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.***



# Commission Meeting Agenda Item Memorandum

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**ITEM TYPE**

Public Hearing Item

**MEETING DATE:**

April 5, 2022

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**PRESENTER:**

Erika McComis, City Manager

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**ITEM DESCRIPTION:**

Conduct a public hearing for the 2022 TxCDBG – Downtown Revitalization/Main Street Grant Program (DRP/MS).

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**BACKGROUND INFORMATION:**

The City will be applying to the 2021 Texas Community Development Block Grant Program Downtown Revitalization Grant Program. The grant program will fund a project between \$250,000 and \$500,000 with at least 50% of the project being focused on sidewalks in a downtown area to be determined during the planning phase. Staff will work closely with the Breckenridge EDC to determine a project that is beneficial for our downtown area and our community.

Staff sent out request for proposals to 5 planning firms on March 15th with a required response date of March 25, 2022. The City only received one response from Public Management; therefore, staff is recommending the commission award the contract to PM for assistance with applying for the grant.

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**FISCAL IMPACT:**

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

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**LEGAL REVIEW:**

Not applicable.

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**ATTACHMENTS:**

None

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**RECOMMENDED MOTION AND/OR ACTION:**

Public hearing item only - no action to be taken



# Commission Meeting Agenda Item Memorandum

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**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

April 5, 2022

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**PRESENTER:**

Jessica Sutter, City Secretary

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**ITEM DESCRIPTION:**

Consider approval of the March 1, 2022 Regular Commission meeting minutes as recorded.

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**BACKGROUND INFORMATION:**

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

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**FISCAL IMPACT:**

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

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**LEGAL REVIEW:**

Not applicable.

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**ATTACHMENTS:**

A. Minutes

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**RECOMMENDED MOTION AND/OR ACTION:**

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

MARCH 1, 2022

**REGULAR TOWN COMMISSION MEETING OF THE TOWN OF BRECKENRIDGE, TEXAS, HELD ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:**

MAYOR  
COMMISSIONER PLACE 2  
MAYOR PRO TEM, PLACE 3  
COMMISSIONER PLACE 4

BOB SIMS  
ROB DURHAM  
VINCE MOORE  
GARY MERCER

CITY MANAGER  
PUBLIC WORKS DIRECTOR  
PARKS DIRECTOR  
DEPUTY CITY SECRETARY/FINANCE DIRECTOR

ERIKA MCCOMIS  
HOUSTON SATTERWHITE  
STACY HARRISON  
DIANE LATHAM

**ABSENT**  
COMMISSIONER PLACE 1

RUSSELL BLUE

**CALL MEETING TO ORDER**

Mayor Sims called the regular meeting to order at 5:30 p.m.

**OPEN FORUM**

This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings.

No speakers.

**SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**

1. Recognition of Calvin Chaney for his service to the City

Mayor Sims presented Calvin Chaney with a shadow box and key to the City in appreciation of his service to the City of Breckenridge.

2. Fiscal Year 2021 Audit

Daniel Hungerford with George Morgan and Sneed gave a presentation to the commission on the Fiscal Year 2021 audit.

3. Texas History Month Proclamation

Mayor Sims presented the proclamation to Barbara Thompson, local DAR chapter representative.

## STAFF REPORT

### Public Works Director

4. Brush chipping will be conducted during the week of March 21 for city residents.

## CONSENT AGENDA

5. Consider approval of the February 1, 2022 Regular Commission meeting minutes as recorded.
6. Consider approval of an agreement with the Breckenridge Chamber of Commerce to utilize Hotel/Motel Occupancy Tax Funds for community advertising and promotional programs.

Commissioner Durham moved to approve the consent agenda as presented. Mayor Pro Tem Moore seconded the motion. **The motion passed 4-0.**

## ACTION ITEMS

7. Discuss and consider action on Resolution 2022-07 for the 2021 TxCDBG Planning Grant.

City Manager McComis informed the commission the resolution is to authorize the City to submit a grant through the Texas Community Development Block Grant Program as a part of the Texas Department of Agriculture for the 2021 Planning and Capacity and Building Fund. The application will be to receive \$55,000 of grant funds to be used for a comprehensive study. The City has not conducted such a study since the 1960s as far as staff can determine.

Commissioner Mercer moved to approve Resolution 2022-07 as presented. Commissioner Durham seconded the motion. **The motion passed 4-0.**

8. Consider approval of adding a full-time Development Coordinator/Code Enforcement Officer position to the Development Services Division of the City of Breckenridge.

City Manager McComis informed the commission the proposed position would handle all permit and plan reviews along with code enforcement. The City currently uses Bureau Veritas (BV) through a previously approved contract to perform the plan and permit reviews for most applications received. The City also uses BV for commercial and residential construction inspections. The proposed position will be advertised as a combined inspector; however, if a qualified person does not apply, the City will move forward with getting Assistant City Manager Satterwhite the appropriate licensing to handle inspections.

Mayor Pro Tem Moore moved to authorize the City Manager to hire a full-time Development Coordinator/Code Enforcement Officer. Commissioner Mercer seconded the motion. **The motion passed 4-0.**

9. Consider approval of adding three (3) part-time employees to assist with seasonal mowing in the Parks and Cemetery departments.

City Manager McComis informed the commission that Public Services Director Stacy Harrison has requested to hire two part-time employees to assist with mowing from April through September, working approximately 20 hours per week. A third part-time employee would be hired at the end of May when school is out through the middle of August in anticipation of hiring a student to assist with mowing during the summer months.

Commissioner Durham moved to authorize the City Manager to hire part-time employees in the Park and Cemetery Departments as requested. Mayor Pro Tem Moore seconded the motion. **The motion passed 4-0.**

10. Consider approval of Ordinance 2022-06 canceling the May 7, 2022 General Municipal Election and declaring the unopposed candidates elected.

Commissioner Mercer moved to approve Ordinance 2022-06 canceling the May 7, 2022 General Election and declaring the unopposed candidates elected. Mayor Pro Tem Moore seconded the motion. **The motion passed 4-0.**

#### **EXECUTIVE SESSION**

At 5:49 p.m., the City Commission adjourned into executive session pursuant to Texas Government Code, Annotated, Chapter 551, Subchapter D to discuss the following:

##### **Personnel Matters**

*§551.074: Personnel matters:*

11. City Manager Six Month Evaluation

#### **RECONVENE INTO OPEN SESSION**

*In accordance with Texas Government Code, Section 551, the City Commission will reconvene into Open Session and consider action, if any, on matters discussed in Executive Session.*

At 6:24 p.m., the Town Council reconvened into open session.

No action was taken.

#### **ADJOURN**

There being no further business, the Mayor adjourned the regular session at 6:25 p.m.

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Bob Sims, Mayor

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Jessica Sutter, City Secretary





# Commission Meeting Agenda Item Memorandum

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**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

April 5, 2022

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**PRESENTER:**

Erika McComis, City Manager

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**ITEM DESCRIPTION:**

Consider approval of Resolution 2022-08 appointing Bonnie Robbins to serve on the Board of Adjustments for a term set to expire on November 30, 2022.

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**BACKGROUND INFORMATION:**

The Board of Adjustments is a seven member board tasked with conducting hearings and grants, grants with conditions, or denies variances to the Zoning Codes, including variances from building height and building setback requirements; hears requests and renders decisions regarding special exceptions when applicants propose to expand non-conforming uses; and hears and renders decisions regarding appeals of decisions or interpretations of the Building Official.

Staff met with the Board of Adjustment during their March 21<sup>st</sup> meeting where they recommended the approval of Bonnie Robbins to fill Place 1 which is a term set to expire on November 30, 2022.

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**FISCAL IMPACT:**

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

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**LEGAL REVIEW:**

Not applicable.

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**ATTACHMENTS:**

Resolution

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**RECOMMENDED MOTION AND/OR ACTION:**

Move to adopt Resolution 2022-08 to appoint Bonnie Robbins to the Board of Adjustments.

**RESOLUTION NO. 2022-08**

**A RESOLUTION OF THE CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS, APPOINTING A MEMBER TO SERVE ON THE BOARD OF ADJUSTMENT**

**WHEREAS**, Section 2-30 of the Code of Ordinances of the City of Breckenridge creates the Board of Adjustment for the City of Breckenridge and provides appointment procedures; and,

**WHEREAS**, Members and Alternate Members of the Board of Adjustment serve in staggered two-year terms, commencing December 1<sup>st</sup> and ending November 30<sup>th</sup> as set forth below:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS AS FOLLOWS:**

**SECTION 1: Appointing of Voting Member with term expiring November 30, 2022**

The following is hereby appointed to serve on the Board of Adjustment as voting member for a term, expiring November 30, 2022 or until their successors are appointed and qualified.

Place 1

Bonnie Robbins

**SECTION 2: Effective Date**

This resolution shall be effective upon its passage.

**PASSED AND APPROVED** by the City Commission of the City of Breckenridge, Stephens County, Texas on this the 5<sup>th</sup> day of April, 2022.

APPROVED:

\_\_\_\_\_  
Bob Sims, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Sutter, City Secretary



# Commission Meeting Agenda Item Memorandum

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**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

April 5, 2022

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Discuss and consider awarding a contract for application and administration services for the 2022 TxCDBG – Downtown Revitalization/Main Street Grant Program (DRP/MS) to Public Management, Inc.

---

**BACKGROUND INFORMATION:**

The City will be applying to the 2021 Texas Community Development Block Grant Program Downtown Revitalization Grant Program. The grant program will fund a project between \$250,000 and \$500,000 with at least 50% of the project being focused on sidewalks in a downtown area to be determined during the planning phase. Staff will work closely with the Breckenridge EDC to determine a project that is beneficial for our downtown area and our community.

Staff sent out request for proposals to 5 planning firms on March 15th with a required response date of March 25, 2022. The City only received one response from Public Management; therefore, staff is recommending the commission award the contract to PM for assistance with applying for the grant.

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**FISCAL IMPACT:**

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

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**LEGAL REVIEW:**

Not applicable.

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**ATTACHMENTS:**

Contract

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**RECOMMENDED MOTION AND/OR ACTION:**

Move to authorize awarding a contract to Public Management for application and administration services for the 2022 TxCDBG Downtown Revitalization Grant Program.

# CONTRACT

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*“The City of Grandview has had the pleasure of working with Public Management, Inc. for a number of years. With assistance to secure funding for comprehensive planning, street improvement, and large-scale water and wastewater improvements, we have never worked with a company so attentive, detailed, and responsive. Words can’t describe how grateful the city is for all Public Management, Inc. has done for our city.”*

**- City of Grandview**



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Planning • Financing • Management

March 23, 2022

Erika McComis, CPM  
City Manager  
City of Breckenridge  
105 N. Ross Avenue  
Breckenridge, Texas 76424

RE: Letter of Profit Statement & Negotiation

Dear Ms. McComis:

To comply with federal procurement regulations at 2 CFR 200.323, a non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Public Management, Inc.'s proposed fee for Administrative Services, detailed in the following contract is in-line with other established fee schedules by similar federal programs (FMEA, CDBG, etc.). Of this fee, our level of profit for this contract is approximately 10-15%. We believe this profit level is justifiable for several reasons: the extensive work Public Management, Inc. undertakes in preparing project start-up and mapping; the environmental review; complete contract management and coordination with all vendors and contractors; labor standards; financial management; procurement compliance; contract closeout; as well as our investment in hiring and training highly qualified project managers; and the quality of our past work as demonstrated in our proposal.

Since our profit must be negotiated separately from our overall contract price, please accept this letter as the attachment to our contract. Acknowledgment of this letter or the execution of our contract is believed to be acceptance of the proposed profit that Public Management, Inc. expects to clear for managing this contract.

Respectfully,

A handwritten signature in blue ink, appearing to read 'P. Wiltshire'.

Patrick K. Wiltshire  
President

This contract ("Contract") is made and entered effective \_\_\_\_\_, 2022 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF BRECKENRIDGE**, ("Client") for the purpose of retaining Consultant to render **Application** and **Administration Services** to the Client for Texas Community Development Block Grant Program (TxCDBG) – Downtown Revitalization Program (DRP), administered by the Texas Department of Agriculture (TDA).

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

**I.**

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES:

**Application Preparation:** The Team will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

POST FUNDING SERVICES

**GENERAL ADMINISTRATION SERVICES**

**Administrative Duties:** The Team will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.



**Recordkeeping:** The Team will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

**Financial Management:** The Team will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

**Construction Management:** The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

#### CONTRACT ADMINISTRATION SERVICES

**Administrative Duties:** The Team will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Team will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

**Real Property Acquisition (as applicable):** The Team will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

**Environmental Services:** The Team will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

**Civil Rights Requirements:** The Team will structure the program so that all procurement procedures, contracts, and polices will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Team will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

**Procurement/Bidding/Contracting:** Procurement is the process through which an entity obtains goods and services from vendors. The Team will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

**Labor Standards Monitoring:** The Team will ensure that all labor standards laws and regulations are observed during the course of the project. The Team will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Team will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

**Force Account (as applicable):** The Team will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency. ***Public Management, Inc. may consider an additional fee for these services depending upon the scope of Force Account activities.***

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

**Contract Close-out Assistance:** The Team will prepare any necessary reports required by the funding agency to close out the project. The Team will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**II.**

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

**III.**

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

**IV.**

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

**V.**

For work associated to the **Texas Community Development Block Grant Program (TxCDBG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS (\$0.00)** for **Application Preparation Services**.

For work associated to **Texas Community Development Block Grant Program (TxCDBG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00)** for **Administrative Services**.

*The fee will be based on the final project scope. Consultant reserves the right to renegotiate fees based on the additional guidance from the Texas Department of Agriculture (TDA) as well potential increases in maximum grant award amounts.*

## VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in **Corporate Hourly Rate and Fee Schedule (Attachment II)**. *Prior to Consultant performing any services which are not part of the proposed scope, Consultant shall submit to Client, per paragraph of this contract, a projected hourly schedule and projected total fee for approval.*

## VII.

Payment of the fees associated with (“**Part V. and VI.**”) - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

## VIII.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

## IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days’ written notice to Client.

## X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

#### XI.

Client, the agency, the U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

**XII.**

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

**XIII.**

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

**XIV.**

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

**XV.**

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

**XVI.**

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

**XVII.**

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

**XVIII.**

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.



# Contract

**XIX.**

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

**XX.**

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



\_\_\_\_\_  
PATRICK K. WILTSHIRE  
President/CEO

*Client*

\_\_\_\_\_  
Chief Elected Official

ATTEST:

\_\_\_\_\_





Attachment I
Work Authorization

For work associated to City of Breckenridge Contract No. XXXXX-XXXX and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

Thirty-Five Thousand Dollars and 0/100 (\$35,000.00)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

Table with 3 columns: Service Category, Percentage, and Amount. Rows include Preliminary Administrative Requirements (\$8,750.00), Environmental Review (\$8,750.00), Start of Construction (\$7,000.00), Construction Completion (\$7,000.00), Closeout Documents (\$3,500.00), and a TOTAL FEE of \$35,000.00.

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates.



Client

PATRICK K. WILTSHIRE
President/CEO

Chief Elected Official

ATTEST:

**Attachment II  
Corporate Hourly Rate & Fee Schedule**

PUBLIC MANAGEMENT, INC.  
2022 Hourly Rate

Principal Consultant	\$275.00/HR
Senior Consultant	\$250.00/HR
Senior Project Manager	\$225.00/HR
Environmental Specialist	\$200.00/HR
Project Manager	\$200.00/HR
Planner	\$200.00/HR
GIS Manager	\$200.00/HR
GIS Technician	\$185.00/HR
Assistant Project Manager/Planner	\$170.00/HR
Compliance Specialist	\$150.00/HR
Executive Assistant	\$125.00/HR

*Hourly rates for personnel not listed will be billed at direct payroll cost*

**REIMBURSABLE EXPENSES**

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2022. In January, 2023, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

**ATTACHMENT III**  
**TERMS AND CONDITIONS**

I.

## Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employees essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II.

## Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

## Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

## Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

## V.

## Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Federal Emergency Management Administration Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by FEMA assistance or FEMA-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of FEMA assistance for housing.

b) The parties to this contract agree to comply with FEMA's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

e) applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

f) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

g) Noncompliance with FEMA's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future FEMA assisted contracts.

h) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## VII.

## Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

## VIII.

## Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

## IX.

## Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

## X.

## Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## XI.

## Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

## XII.

## Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

## XIII.

## Clean Air and Water.

(Applicable to contracts in excess of \$100,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

## XIV.

## Energy Efficiency

Pursuant to Federal regulations (24 C.F.R. 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

## XV.

## Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.



# Commission Meeting Agenda Item Memorandum

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**ITEM TYPE**

Action Item

**MEETING DATE:**

April 5, 2022

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**PRESENTER:**

Erika McComis, City Manager

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**ITEM DESCRIPTION:**

Discuss and consider adoption of a Resolution 2022-09 directing publication of Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation to the Texas Water Development Board to provide funds for sewer system improvement projects; and resolving other matters relating to the subject.

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**BACKGROUND INFORMATION:**

The City has recently been awarded funding through the Texas Water Development Board Clean Water State Revolving Fund for improvements throughout the wastewater collection system and wastewater treatment plant. The City received \$1,227,420 funds eligible for principal forgiveness (grant) and an amount not to exceed \$1,020,000 funded with an interest rate of zero percent (loan). The remaining amount of \$1,915,000 is to be funded in the form of an equivalency loan at the TWDB program's regular terms.

The next step in the process to acquire the funds is to publish a notice of intention to issue certificates of obligation for the available funds. The resolution before the commission this evening lists an amount not to exceed \$2,935,000. The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$3,589,246.11. The first payment due will be interest only and will be in March of 2023.

A calendar showing progression of the process as well as a rate analysis from our financial advisor is attached. The Commission will meet again on June 7<sup>th</sup> to consider action authorizing issuance of the Certificates of Obligation and to approve the sale along with the principal forgiveness agreement.

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**FISCAL IMPACT:**
 Not Applicable

 Proposed Expenditure:

- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required:            No
- Financial Review Completed by:

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**LEGAL REVIEW:**

Not applicable.

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**ATTACHMENTS:**

Resolution 2022-09  
Calendar of Events  
Financial Review

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**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve Resolution 2022-09.

**CERTIFICATE FOR RESOLUTION**

**THE STATE OF TEXAS** §  
**COUNTY OF STEPHENS** §  
**CITY OF BRECKENRIDGE** §

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

1. The City Commission of said City convened in REGULAR MEETING ON THE 5TH DAY OF APRIL, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

- Bob Sims, Mayor
- Russell Blue, Commissioner Place 1
- Rob Durham, Commissioner Place 2
- Vince Moore, Mayor Pro-Tem, Commissioner Place 3
- Gary Mercer, Commissioner Place 4

and all of said persons were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT BOARD TO PROVIDE FUNDS FOR SEWER SYSTEM IMPROVEMENT PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT**

was duly introduced for the consideration of said City Commission. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the City Commission shown present above voted "Aye," except as shown below:

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Commission’s minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Commission’s minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Commission as indicated therein; that each of the officers and members of said City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.



SIGNED this, the 5th day of April, 2022.

[SEAL]

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City Secretary

CERTIFICATE FOR RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT BOARD TO PROVIDE FUNDS FOR SEWER SYSTEM IMPROVEMENT PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT BOARD TO PROVIDE FUNDS FOR SEWER SYSTEM IMPROVEMENT PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Commission deems it advisable to authorize publication of notice of intent to issue certificates of obligation for the purposes hereinafter set forth; and

WHEREAS, the City of Breckenridge (the "City") expects to pay expenditures in connection with the projects described in "Exhibit A" to this Resolution prior to the issuance of the certificates of obligation hereinafter described;

WHEREAS, this City Commission hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described certificates of obligation;

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, with the date of the first publication to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates, and, if the City maintains an Internet website, continuously on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates.

Section 3. All costs to be reimbursed pursuant hereto will be capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, this 5th day of April, 2022.

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Mayor

ATTEST:

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City Secretary

[CITY SEAL]

## EXHIBIT A

NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION  
TO PROVIDE FUNDS FOR SEWER SYSTEM IMPROVEMENT PROJECTS

NOTICE IS HEREBY GIVEN that the City Commission of the City of Breckenridge, Texas, at its meeting to commence at 5:30 P.M. on June 7, 2022, at the City Offices, Commission Chambers, 105 North Rose Avenue, Breckenridge, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$2,935,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the City's sewer system, including multiple lift station, wastewater treatment plant, sewer lines, manholes, collection lines, equalization basin, pumping facilities, valves and related infrastructure improvements; and (ii) legal, fiscal and engineering fees in connection with such projects. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date for the certificates is September 15, 2054. The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$3,589,246.11. The current principal of all outstanding debt obligations of the City is \$8,769,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$13,180,371. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

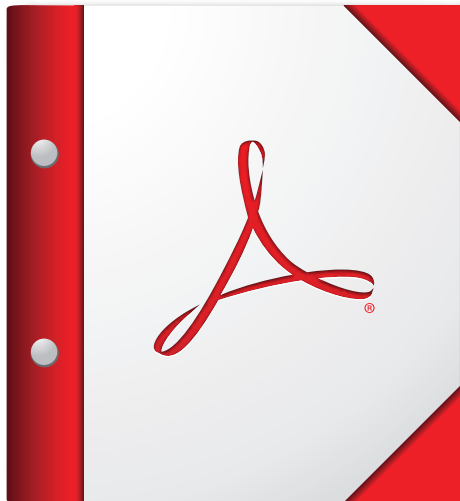
CITY OF BRECKENRIDGE, TEXAS

April 2022							May 2022							June 2022							July 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4						1	2
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
																					31						

**Breckenridge, Texas**

**Texas Water Development Board - Clean Water & Drinking Water SRF**  
**CW Project \$1,227,420 Grant - \$1,020,000 0% Loan - \$1,915,000 Loan**  
**DW Project \$1,312,809 Grant - \$1,020,000 0% Loan - \$1,305,000 Loan**  
**SAMPLE TIMETABLE OF EVENTS**

Date	Event
July 2021	TWDB application submitted
March 8, 2022	TWDB funding commitment received
<b>Tuesday, 4/5</b>	<b>Meeting to consider a Resolution authorizing Notice of Intent to issue Certificates of Obligation</b>
Friday, 4/8	Deliver information to newspaper and post on City website
Wednesday, 4/13	1st Publication in newspaper (at least 46 days prior to authorization)
Wednesday, 4/20	2nd Publication in newspaper (one week later)
Wednesday, 4/20	Bond Counsel provide draft documents to TWDB
Tuesday, 5/31	Finalize repayment terms and structure. Receive interest rates from TWDB.
<b>Tuesday, 6/7</b>	<b>Meeting to consider action authorizing issuance of Certificates of Obligation and approving sale; approve principal forgiveness agreement</b>
Wednesday, 7/13	Closing; receipt of funds
September 30, 2022	<i>Texas Water Development Board commitment expires</i>



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# Commission Meeting Agenda Item Memorandum

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**ITEM TYPE**

Action Item

**MEETING DATE:**

April 5, 2022

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**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Discuss and consider adoption of a Resolution 2022-10 directing publication of Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation to the Texas Water Development Board to provide funds for water system improvement projects; and resolving other matters relating to the subject.

---

**BACKGROUND INFORMATION:**

The City has recently been awarded funding through the Texas Water Development Board Drinking Water State Revolving Fund for improvements at the water treatment plant and raw water intake to replace several sections of the water distribution system. The City received \$1,312,809 funds eligible for principal forgiveness (grant) and an amount not to exceed \$1,020,000 funded with an interest rate of zero percent (loan). The remaining amount of \$1,305,000 is to be funded in the form of an equivalency loan at the TWDB program's regular terms.

The next step in the process to acquire the funds is to publish a notice of intention to issue certificates of obligation for the available funds. The resolution before the commission this evening lists an amount not to exceed \$2,325,000. The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$2,853,802.88. The first payment due will be interest only and will be in March of 2023.

A calendar showing progression of the process as well as a rate analysis from our financial advisor is attached. The Commission will meet again on June 7th to consider action authorizing issuance of the Certificates of Obligation and to approve the sale along with the principal forgiveness agreement.

---

**FISCAL IMPACT:**
 Not Applicable

- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required:           No
- Financial Review Completed by:

---

**LEGAL REVIEW:**

The City Manager reviewed this item.

---

**ATTACHMENTS:**

Resolution

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve Resolution 2022-10.



**CERTIFICATE FOR RESOLUTION**

**THE STATE OF TEXAS** §  
**COUNTY OF STEPHENS** §  
**CITY OF BRECKENRIDGE** §

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

1. The City Commission of said City convened in REGULAR MEETING ON THE 5TH DAY OF APRIL, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

- Bob Sims, Mayor
- Russell Blue, Commissioner Place 1
- Rob Durham, Commissioner Place 2
- Vince Moore, Mayor Pro-Tem, Commissioner Place 3
- Gary Mercer, Commissioner Place 4

and all of said persons were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT BOARD TO PROVIDE FUNDS FOR WATER SYSTEM IMPROVEMENT PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT**

was duly introduced for the consideration of said City Commission. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the City Commission shown present above voted "Aye," except as shown below:

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Commission’s minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Commission’s minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Commission as indicated therein; that each of the officers and members of said City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED this, the 5th day of April, 2022.

[SEAL]

---

City Secretary

CERTIFICATE FOR RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT BOARD TO PROVIDE FUNDS FOR WATER SYSTEM IMPROVEMENT PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT BOARD TO PROVIDE FUNDS FOR WATER SYSTEM IMPROVEMENT PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Commission deems it advisable to authorize publication of notice of intent to issue certificates of obligation for the purposes hereinafter set forth; and

WHEREAS, the City of Breckenridge (the "City") expects to pay expenditures in connection with the projects described in "Exhibit A" to this Resolution prior to the issuance of the certificates of obligation hereinafter described;

WHEREAS, this City Commission hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described certificates of obligation;

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, with the date of the first publication to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates, and, if the City maintains an Internet website, continuously on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates.

Section 3. All costs to be reimbursed pursuant hereto will be capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, this 5th day of April, 2022.

---

Mayor

ATTEST:

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City Secretary

[CITY SEAL]

## EXHIBIT A

NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION  
TO PROVIDE FUNDS FOR WATER SYSTEM IMPROVEMENT PROJECTS

NOTICE IS HEREBY GIVEN that the City Commission of the City of Breckenridge, Texas, at its meeting to commence at 5:30 P.M. on June 7, 2022, at the City Offices, Commission Chambers, 105 North Rose Avenue, Breckenridge, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$2,325,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the City's water system, including the water treatment plant and raw water intake structure, the replacement and/or rehabilitation of portions of the water distribution system, water lines and related infrastructure improvements and asset management plan; and (ii) legal, fiscal and engineering fees in connection with such projects. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date for the certificates is September 15, 2053. The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$2,853,802.88. The current principal of all outstanding debt obligations of the City is \$8,769,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$13,180,371. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF BRECKENRIDGE, TEXAS



# Commission Meeting Agenda Item Memorandum

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**ITEM TYPE**

Action Item

**MEETING DATE:**

April 5, 2022

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Discuss and consider approval of Resolution 2022-11 approving the 2022 Employee Personnel and Administrative Regulations Manual (PARM).

---

**BACKGROUND INFORMATION:**

The City Manager has worked with Staff over the past several months to establish an updated employee personnel manual. The PARM is established to provide employees with a detailed overview of the cities policies specific to our key procedures, guidelines, and employee benefits. The policies set clear expectations for employees along with stating the legal obligations of the entity and defining employee rights.

---

**FISCAL IMPACT:**

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

---

**LEGAL REVIEW:**

The City Manager reviewed this item.

---

**ATTACHMENTS:**

Resolution  
PARM

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve Resolution 2022-11 as presented.

**RESOLUTION NO. 2022-11**

**A RESOLUTION OF THE CITY OF BRECKENRIDGE, TEXAS,  
APPROVING A PERSONNEL AND ADMINISTRATIVE REGULATIONS  
MANUAL.**

**WHEREAS**, it has been determined by the Commission that it is in the best interest and welfare of the City of Breckenridge and its employees to approve said personnel regulations as attached in Exhibit "A" hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, STEPHENS COUNTY, 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 the 2022 Personnel and Administration Regulations Manual as attached in Exhibit "A" attached hereto.

**SECTION 3**

This resolution shall be effective upon its passage.

**PASSED AND APPROVED** by the City Commission of the City of Breckenridge, Stephens County, Texas, on this the 5<sup>th</sup> day of April, 2022.

APPROVED:

\_\_\_\_\_  
Bob Sims, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Sutter, City Secretary



# CITY OF BRECKENRIDGE



## PERSONNEL AND ADMINISTRATIVE REGULATIONS MANUAL (PARM)

**MAY 2022  
CITY OF BRECKENRIDGE  
PERSONNEL POLICY MANUAL**

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## CHAPTER 1 GENERAL PROVISIONS

Effective May 1, 2022

### 1.01 Purpose

This Personnel Policy Manual aims to create a high degree of understanding, cooperation, efficiency, and unity, all of which come through the systematic application of established procedures in personnel management and administration, and provide a uniform policy for all employees.

This Manual is designed to provide information regarding working conditions, employee benefits, and policies affecting employment. Employees are required to read and comply with all provisions of the Manual. In the event of any conflict between department rules and policies and the City's Personnel Policy Manual, this Manual adopted by the City Commission will supersede.

### 1.02 Objectives

The fundamental objectives of this Personnel Policy Manual are:

- A. To establish and promote high morale among City employees by providing a fair and equitable working environment and uniform personnel policies;
- B. To promote and increase efficiency, responsiveness to the public, and economy in the service of the City;
- C. To establish and maintain an equitable and uniform plan of compensation and evaluation based upon the relative duties and responsibilities of positions within the City;
- D. To communicate freely, and to encourage communication from and among all employees; and
- E. To provide a work environment conducive to personal and professional growth.

### 1.03 Statement of At-Will Employment

Employment with the City of Breckenridge is on an "at-will" basis. No individual Supervisor has the authority to enter into an employment contract with any employee. As an at-will employee, either the employee or the City may terminate the employment relationship at any time, for any reason, without notice or cause.



The policies contained in this Manual are not intended to, and do not create a contract of employment. Benefits granted herein such as vacation, holiday or sick pay, rest periods, and other forms of leave are given to the employees by the Mayor and City Commission and are not required by law. The opportunities granted to employees such as grievance procedures, appeals, and other policies do not create a property interest in the employee's position with the City and do not preempt the fact that the City and the City's employees have an "at-will" relationship unless altered by a written contract, as set forth above.

#### **1.04 Administration of this Policy**

##### **A. City Manager**

The Mayor and City Commission has the final authority and responsibility for adopting the policies set forth in this Manual. The Mayor and City Commission has appointed the City Manager to administer and enforce the policies in this Manual. With the exception of matters reserved by the Mayor and City Commission, the general and final authority for administering this Manual is the City Manager or his designee, including the appointment, and when necessary for the welfare of the City, removal of any employee. The City Manager will be informed of all departmental personnel actions.

##### **B. Human Resources Department**

The Human Resources Department will assist the City Manager in setting and enforcing standards of employee conduct, welfare, and morale in all departments. The Human Resources Department has responsibility for the following functions:

1. administer the regulations of this Manual in cooperation with the Department Heads;
2. review departmental policies affecting employees and ensure that the policies do not conflict with the policies contained in this Manual;
3. administer employee benefits;
4. review all new state and federal laws affecting personnel administration of the City, consult with the City Attorney, and report to the City Manager when adjustments are needed to the policies contained in this Manual or other City procedures to conform to these laws;
5. maintain a personnel records system, including work records,

leave records, disciplinary records, and all pertinent data needed for efficient and proper personnel administration; and

6. other responsibilities assigned by the City Manager.

### **C. Department Heads**

Department Heads are responsible for the proper and effective administration of the policies contained in this Manual within their departments. Department Heads have the authority to reprimand, suspend, demote or dismiss an employee. Routine matters and duties, such as maintaining records and preparing reports and payrolls may be assigned to a subordinate.

### **D. Employees**

City employees are responsible for complying with this Manual and for adhering to the directions provided by departmental management in the fulfillment of the policies contained herein. Failure to comply with this Manual may result in appropriate disciplinary action, up to and including termination. All City employees are responsible for being thoroughly familiar with all City's Personnel Policy Manual provisions.

## **1.05 Availability of this Manual**

A copy of this Manual shall be issued to each City employee, whether full or part-time status. Additionally, the full document may be accessed through the City Shared files via the City's computer system. Department Heads and Supervisors shall be required to be knowledgeable of the provisions of this policy. This revision shall supersede all previous publications of the Personnel Policy Manual. Each employee shall sign a form acknowledging receipt of this Manual, and the signed form shall be placed in the employee's personnel file.

## **1.06 Amendments to this Manual**

The City Commission establishes the policies contained in this Manual and any amended, revised, or new policies must be approved by the Commission. Employee manuals cannot anticipate every circumstance or question about policy; therefore, as the need arises, the City reserves the right to revise, supplement, or rescind any policies or portion of the Manual from time to time, as it deems appropriate. When a situation arises that is not outlined herein, the City Manager (or his designee) shall make a determination on the point(s).

### 1.07 Reservation of Authority

The City reserves the authority to modify, revoke, interpret, or terminate any or all of the rules and regulations specified in this Manual, in whole or in part, at any time, with or without notice. The issuance of this Manual does not constitute an express or implied contract between the City and its employees. City supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the City which are not consistent with the policies contained in this Manual.

### 1.08 Departmental Rules/Policies

Because of the variety of services performed by the City, it may be necessary for individual departments to establish codes of conduct, rules and regulations, and policies and procedures to accomplish departmental responsibilities. All such departmental rules/policies may be more restrictive but not less restrictive than this policy. In the event of any conflict between departmental rules/policies and the City's Personnel Policy Manual, this Manual will prevail. An employee who violates departmental code of conduct, rules, policy or procedure is subject to disciplinary action, up to and including termination. Department heads are responsible for the creation and oversight of departmental manuals. Every department policy manual, and any revision to the department policy manual, must be provided to the City Manager's office.

### 1.09 Grammatical Clarification

Any reference to any person in this policy by use of the masculine gender is for purposes of grammatical clarity only and shall not be construed to exclude the feminine gender.

Titles utilized herein shall not govern, limit, modify or affect any provision's scope of meaning or intent. Any provision contained herein that is found or determined to be illegal, incorrect, or inapplicable shall not affect the validity of the remaining contents.

### 1.10 Definitions

The words and terms used in this Personnel Policy shall have the meaning indicated as follows (unless the context in which the word is used clearly indicates otherwise):

**ADDRESS** means the street and number, City, state, and zip code of a residence and/or the post office box mailing address, if applicable.

**AFFINITY WITHIN THE SECOND DEGREE** includes an employee's spouse, stepparent, father-in-law, mother-in-law, spouse's grandparents, spouse's grandchildren, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

**ALCOHOLIC BEVERAGES** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

**AMERICANS WITH DISABILITIES ACT OF 1990** means Title 42 U.S.C. §12101, et seq., as amended.

**ANNIVERSARY DATE** means the month and date at which one (1) year or additional years of employment with the City are attained by a regular full-time or part-time employee.

**APPLICANT** means a person who has completed a written application form for an open position and provided any clarification information requested.

**APPOINTING AUTHORITY** means a person or group of persons having authority to appoint or to remove a person from a position of City employment.

**APPOINTMENT** means initial employment by the City.

**AT-WILL EMPLOYMENT** means the employee may quit, and the City may terminate the employee at any time, for any non-discriminatory reason or for no reason.

**BASE PAY** means an employee's salary excluding certification pay, overtime pay, and any other additional compensation.

**BENEFIT** means an employer-sponsored program that includes, but is not limited to, holidays, vacation leave, sick leave, and health and life insurance but does not include salary, service credit, or seniority.

**CALL BACK** means the unscheduled return to work outside of normal hours on a holiday or day off at a supervisor's request. It does not include overtime or holiday work scheduled in advance.

**CHILD** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- A. under 18 years of age; or
- B. 18 years of age or older and incapable of self-care because

of a mental or physical disability.

**CITY** means the City of Breckenridge, Texas.

**CITY MANAGER** means the City Manager of the City or the City Manager's designee.

**CONSANGUINITY WITHIN THE THIRD DEGREE** includes an employee's great grandparents, grandparents, parents, children, grandchildren, great-grandchildren, brother, sister, nieces, nephews, and half-nieces and nephews.

**DEMOTION** means the movement of an employee to a different classification having a lower maximum rate of pay, but not including a reclassification.

**DEPARTMENT** means a major functional unit of City government.

**DEPARTMENT HEAD** means a person appointed by the City Manager who is responsible for the administration of a department.

**DISMISSAL** or **DISCHARGE** means involuntary termination of employment with the City.

**DRUG PARAPHERNALIA** means equipment, products, or materials, as defined in Chapters 481, 484, or 485 of the Texas Health and Safety Code that may be used to facilitate the use of controlled substances or inhalants.

**DRUG AND ALCOHOL TEST** means the entire process of testing an individual for the presence of illegal drugs or alcoholic beverages, beginning with the collection of a specimen of bodily fluids and continuing through the conclusion of laboratory testing of a specimen.

**EMPLOYEE** means a person employed and paid a salary or wages by the City and includes a person employed on a temporary or part-time basis, but does not include an independent contractor, volunteer, contract employee, the City Attorney, a member of an appointed Board or Commission, or a member of the City Commission. It is the policy of the City to classify employees for the purposes of compensation and benefits administration.

**Classifications:** There are five classifications of employment with the City:

- A. Regular Full-Time Employee** is appointed to an authorized budgeted position that involves, on average, 40 work hours per workweek. Regular Full-Time employees are classified as either non-exempt (hourly) or exempt (salaried).

- B. Regular 29 Part-Time Employee** is appointed to an authorized budgeted position that involves, on average, no more than 29 hours per workweek (but less than 1500 hours/year). Regular 29 Part-Time employees are classified as non-exempt (hourly).
- C. Regular 19 Part-Time Employee** is appointed to an authorized budgeted position that involves, on average, no more than 19 hours per workweek (less than 1000 hours/year). Regular 19 Part-Time employees are classified as non-exempt (hourly).
- D. Seasonal Part-Time Employee** is hired to work an average of 40 or fewer hours per workweek (and less than 1000 hours/year) for a specific time period of time in a seasonal position. A Seasonal Part-Time employee is classified as non-exempt (hourly) and is:
1. a position that is scheduled to last less than nine (9) months;
  2. a position which, by City policy and practice, is intended to give introductory work experience to a person preparing for entry into the workforce;
  3. a position funded under a federal employment and training program as a participant meeting Federal eligibility requirements; or
  4. a cooperative work-study program with an educational institution.
- E. Fill In Part-Time Employee** is an employee hired to work on an "as needed" basis and classified as non-exempt (hourly).
- F. Employee Benefits:** Only certain classifications are eligible for benefits:
1. **Regular Full-Time** employees qualify for all City employee benefits, such as certification pay, retirement, insurance, telemedicine, paid leave, and paid holidays as specified by the policy.
  2. **Regular 29 Part-Time** employees qualify for partial City employee benefits, such as certification pay, retirement, telemedicine, partial paid leave and partial

paid holidays as specified by policy.

3. **Regular 19 Part-Time** employees qualify for the City employee benefit of telemedicine only.
4. **Seasonal Part-Time and Fill In Part-Time** employees are ineligible for City employee benefits.

**EXEMPT EMPLOYEE** means an employee who performs a function as defined in the Fair Labor Standards Act.

**FAIR LABOR STANDARDS ACT** means Title 29 U.S.C. §201, et seq., as amended.

**FMLA** means the Family and Medical Leave Act of 1993. See Section 10.28 of this Policy Handbook for further explanation.

**GRADE** means a division of a salary and classification schedule with specified rates and/or ranges of pay into which a job or position is classified according to such factors as level of difficulty, responsibility, and other criteria.

**GRIEVANCE** is an allegation regarding the violation, misinterpretation, or improper application of a specific State or Federal law, City policy, or ordinance. This does not include questioning the substance of policy nor complaints regarding disciplinary action or an employee's individual working conditions.

**HARASSMENT** consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's race, color, ancestry, religion, national origin, age, sex, genetics, marital status, disability, or veteran status.

**HEALTH CARE PROVIDER** means:

- A. a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices;
- B. podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice;
- C. Physician Assistants (PA), nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice under State law and who are performing within the

scope of their practice;

- D. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- E. any health care provider from whom the City or the City's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

**HUMAN RESOURCES DEPARTMENT** means the Human Resources Director, Human Resources Manager, or their designee.

**ILLEGAL DRUGS** means controlled substances, as defined in Chapter 481 of the Texas Health and Safety Code, and inhalants, as defined in Chapters 484 and 485 of the Texas Health and Safety Code.

**IMPAIRED** or **IMPAIRMENT** means the inability of an employee to perform duties safely and competently due to use of alcohol, illegal drugs, prescription drugs, or over-the-counter drugs.

**INTERIM ASSIGNMENT** means a temporary assignment of a full-time employee to another position or duties other than those of their current regular position.

**INTERMITTENT LEAVE** is FMLA leave taken in separate blocks of time due to a single qualifying reason.

**JOB** means a collection of tasks, duties, and responsibilities regularly assigned to and performed by an individual or individuals.

**JOB CLASSIFICATION** means all positions, regardless of departmental location, that are sufficiently alike in duties and responsibilities to:

- A. Be called by the same descriptive title;
- B. Be accorded the same pay scale under like conditions; and/or
- C. Require substantially the same education, experience, and skills.

**LEAVE WITHOUT PAY** means an authorized temporary absence without pay.

**LEGAL GUARDIAN** means a person appointed by a court to guard the interests of a child who is a ward.



**MANUAL** means this Personnel and Administrative Policy Manual (PARM).

**MILITARY LEAVE** means any authorized absence of an employee for active or reserve duty or training in the United States armed forces.

**MONTH** means one (1) calendar month.

**NON-EXEMPT EMPLOYEE** means an employee covered by the minimum wage and overtime provisions of the Fair Labor Standards Act.

**PARENT** means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

**PAYCHECK** means an actual paycheck or a direct deposit notice showing the employees' compensation and deductions for a specific pay period.

**PHYSICIAN OR LICENSED PHYSICIAN** means any physician licensed by the Texas State Board of Medical Examiners.

**POLICIES** mean this Personnel and Administrative Policy (PARM).

**POSITION** means a collection of tasks, duties, and responsibilities regularly assigned to and performed by one person.

**PROFESSIONAL** means exhibiting a courteous, conscientious, and generally businesslike manner in the workplace.

**PROMOTION** means the change of an employee from a lower classification to a higher classification with a resulting increase in salary. A temporary or interim assignment to a higher classification, even with a temporary increase in salary, does not constitute a promotion.

**REAPPOINTMENT** means employment of a person who has previously been employed by the City.

**REASONABLE SUSPICION** means a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee may be under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job may be impaired or so the employee's ability to perform the job safely may be reduced.

**RECLASSIFICATION** means a change in job title when the job duties are actually performed, and the minimum qualifications of the position have significantly changed since the job description was written. Reclassification may result in a position being placed in a higher, lower, or same classification. Employees whose positions are reclassified will be given advanced written notice of the reclassification by the Supervisor. The City

Manager has final authority for approval or denial of a reclassification. Reclassifications are not appealable.

**REDUCTION IN FORCE** means separation from City service because of a shortage of funds or materials, elimination of a position, or other reasons beyond the control of an employee and not reflecting discredit upon him.

**REGULAR EMPLOYEE** means a person employed by the City in a full-time or part-time capacity, providing the position is not of a seasonal nature; nor stated as a restricted period of employment (temporary).

**REINSTATEMENT** means the reappointment of an employee who was reduced in classification or separated from employment as a result of a position being vacated or abolished by the City Commission.

**REPRIMAND** means a statement to an employee by a Supervisor describing deficiencies in the employee's performance or acts of the employee that violate the standards of conduct and describes corrective measures that the employee should take. A reprimand is formal if it is in writing.

**RESIDENCE** means the actual place of abode of an employee.

**RETIREMENT DATE** means the first day an eligible employee becomes entitled to receive retirement benefits.

**SECONDARY EMPLOYMENT** means any business, trade, occupation, or profession performed for any entity other than the City for more than ten (10) hours per week, including self-employment.

**SEPARATION** means a voluntary or involuntary cessation of employment with the City.

**SERIOUS HEALTH CONDITION** means an illness, injury, impairment, or physical or mental condition that involves:

- A. in-patient care in a hospital, hospice, or residential medical care facility; or
- B. continuing treatment by a health care provider, including one or more of the following:
  - 1. a period of incapacity of more than three consecutive calendar days that requires:
    - a. treatment two or more times by a health care provider or by a provider of health care services



**SUPERVISOR** means any person responsible to a superior for directing the work of others.

**SUSPENSION** means an involuntary absence with or without pay imposed by an appointing authority for disciplinary purposes.

**SWORN EMPLOYEE** means an employee of the Police Department who is certified by the State Commission on Law Enforcement Officer Standards and Education.

**TERMINATION** means cessation of employment with the City.

**TRANSFER** means a change from one position to another in which departmental or classification lines, or both, may be crossed, but which does not result in either promotion or demotion.

**UNDULY DISRUPTIVE** means that to grant an employee leave would impose an unreasonable burden on the City's ability to provide services of acceptable quality and quantity for the public during the time requested. Inconvenience is insufficient as a basis for determining that leave would be unduly disruptive.

**WORKDAY** means one shift during which a department is open for business or for which an employee is scheduled to work.

**WORKING HOURS** means the time during which an employee is on duty, including regular time, overtime, and emergency duty.

**WORK PERIOD** means a regularly recurring designated period of work which is used in accordance with the Fair Labor Standards Act to determine when a non-exempt employee is entitled to overtime compensation.

**WORKWEEK** means a fixed, recurring period as follows:

- A. 40 hours per week, which is defined as Monday 12:01 a.m. to Sunday 11:59 p.m., for regular full-time employees;
- B. 106 hour work schedule within a 14-day work cycle for firefighter shift personnel; and
- C. 86 hour work schedule within a 14-day work cycle for non-exempt police patrol personnel pursuant to Section 142.015(j) of the Texas Local Government Code.

## CHAPTER 2 RECRUITMENT AND EMPLOYMENT

Effective May 1, 2022

### 2.01 Vacancies

The Human Resources Department administers employment procedures and is responsible for posting job announcements as necessary for filling job vacancies. The Department Head is responsible for notifying the Human Resources Department when there is a current or anticipated job vacancy within the department. Department Heads shall submit an Employee Requisition Form to permit sufficient time for the recruitment and selection of qualified candidates. Vacancies may be filled through outside hiring, promotions, transfers, demotions, or reinstatements.

### 2.02 Equal Opportunity Policy

No officer or employee of the City shall discriminate in employment practices based on race, creed, color, religion, veteran status, national origin, sex, age over 40, the basis of genetic information, the existence of a physical or mental disability, or any other classification protected under applicable state or federal law. This equal opportunity policy of the City applies to all areas of employment, including, but not limited to, recruitment, hiring, job assignments, pay, training, promotions, privileges, and conditions of employment.

The full cooperation and assistance of all officers and employees of the City is expected to maintain and promote this policy. It is a violation of this policy to take adverse employment action against any employee because he has opposed any practice they reasonably believe to be discriminatory or filed any internal or external complaint/grievance/charge or participated in any investigation or proceeding, in accordance with this Equal Opportunity Policy.

### 2.03 Employment Contracts

This manual does not create any contract of employment with the City. Any employment contract must have the Mayor and City Commission's approval, be signed by the Mayor and the employee, and be retained in a separate instrument. A person on retainer or under contract is not considered to be a City employee in the absence of a specific agreement to that effect.

## 2.04 Recruitment

The Human Resource Department shall:

- A. advertise the employment needs of the City in a positive manner to obtain an adequate supply of qualified candidates; the recruitment process may or may not include the advertising of City positions openings in a newspaper.
- B. establish recruiting procedures and techniques that will result in the most successful recruitment within the limitations of budget and time; and
- C. consult with operating departments concerning their recruitment needs and receive their suggestions and advice.

## 2.05 Applications

### A. Application Form

Applicants for employment with the City shall complete an application form provided by the Human Resources Department. Every applicable question on the form must be answered. Failure to answer all applicable questions may result in the disqualification of the applicant.

### B. False or Misleading Information

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, the employee is subject to dismissal, or other disciplinary action.

### C. Clarifications

When information provided on an application needs clarification or is incomplete, the Human Resources Department may notify the applicant to request clarification or additional information. If no reply is submitted within ten (10) days after mailing the notification, the application may be placed in an inactive file.

## **2.06 Basic Employment Qualifications**

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

- A.** be at least 18 years of age, or meet special age requirements for the Police Department;
- B.** be at least 15 years of age for specified temporary seasonable positions (a birth certificate and a minor's release will be required of each applicant who is under eighteen years of age prior to employment with the City);
- C.** have a Social Security number;
- D.** be a citizen of the United States or possess a valid resident alien work card; and
- E.** agree to be fingerprinted, if required.

## **2.07 Special Qualifications for Sworn Employees of the Police Department**

Applicants for sworn positions in the Police Department must be at least 21 years of age. Prospective or transferring employees for law enforcement positions are required to undergo a written examination, oral interview board, physical (medical) examination including drug screening, psychological evaluation, and physical agility evaluation. No person required to undergo such examinations will be employed unless the examining physician certifies that the applicant meets the minimum standards of physical and mental fitness required for the essential functions of the position.

## **2.08 Evidence of Qualifications**

- A.** Applicants for positions that are scientific, professional, or technical or duties that require special qualifications may be required to provide documentary evidence of necessary education, training, or experience.
- B.** Applicants for positions requiring college graduation may be required to furnish a transcript of their college work as well as a copy of their diploma.
- C.** Whenever college training is allowed to substitute for work experience, an applicant may be required to document the education with a transcript.

## **2.09 Retention of Applications**

Whether or not an applicant is hired, promoted, or transferred, the application shall not be returned. Applications from applicants who are not awarded the position shall be retained by the Human Resources Department for a period of one year from the date of creation of the application or the date of the personnel action involved, whichever is later. Applications over one year old will be retained in the Office of the City Secretary for a period of time as prescribed under the provisions of the Records Retention Act. Applications from applicants who are awarded the position shall be retained in their personnel files.

## **2.10 Physical Examinations and Health**

### **A. Pre-employment**

In compliance with the Americans with Disabilities Act of 1990 ("ADA"), the City does not:

1. inquire as to whether an applicant has a disability before the offer of a position is made; or
2. require an employment physical examination for any City position before the offer for employment is made;
3. inquire about an applicant's worker's compensation history.

### **B. Positions with Physical Requirements**

The Human Resources Department shall, with the advice of the Department Head, designate which City positions require regular and sustained periods of physical effort, agility, and mobility, or regular and sustained operation of motor equipment or vehicles. In positions having a minimum physical requirement set by the City, the minimum physical requirements shall be identified in the Job Description.

When an offer of employment is made for these positions, the offer will be conditioned upon the applicant passing a physical examination to ensure the applicant is physically capable of performing the essential functions of the position. All requirements to pass the physical examination will be job-related and consistent with business necessity and in conformance with Federal and State law.

A post-offer physical examination, psychological and drug testing shall be required for all Sworn Police Department positions.

### **C. Confidentiality**



The results of a physical examination shall be kept confidential and may only be disseminated in accordance with State law and HIPPA regulations, with the following exceptions:

1. Supervisors may be informed regarding restrictions on work duties of employees and necessary accommodations;
2. if emergency treatment might be required, then first aid and safety personnel may be informed; and
3. information may be provided to government officials investigating compliance with the ADA.

#### **D. Reasonable Accommodations**

If an otherwise qualified applicant has a disability which might impede job performance, the City will nevertheless consider the applicant in competition with other qualified applicants and determine whether reasonable accommodations can be made to overcome the impediment without imposing an undue hardship.

All departments of the City shall make reasonable accommodation to the known physical or mental limitations of a qualified applicant or employee. A department may not deny any employment opportunity to a qualified disabled person if the basis for the denial is the need to make reasonable accommodation to the physical or mental disability of such person.

#### **E. Drug Test**

Before employment with the City, all prospective employees are required to submit to a urine test to ascertain the presence of illegal drugs in accordance with Section 16.07. Potential employees shall be advised that refusal to submit to a drug test or a positive result of a drug test shall eliminate them from employment with the City. See Chapter 16 for the City's Drug-Free Workplace policy.

### **2.11 Selection**

Employment with the City of Breckenridge shall be based on experience, job knowledge, and qualifications for the position. The following conditions must be satisfactorily met by all applications prior to employment.

- A.** Adequate training, experience and/or certification required by the position;
- B.** Satisfactory results of a drug screening and medical exam, if medical

exam is required because of job duties;

- C. Satisfactory results on a criminal history investigation, if required because of job duties;
- D. Satisfactory driving record, if required because of job duties;
- E. Satisfactory results on employment, education, and personal reference check;
- F. Satisfactory completion of physical fitness tests, if required because of job duties; and
- G. Satisfactory completion of a psychological examination, if required because of job duties.

## 2.12 Reemployment

### A. Acceptable Prior Service

Consideration for reemployment of any former employee may be granted to those applicants who had acceptable prior service. Former employees who are rehired with more than one (1) year of separation shall have the same status as a new employee for employee benefit purposes and probationary period.

### B. Prior Length of Service Granted

If the City rehires an employee within one (1) year after their termination, and the employee had acceptable prior service, the employee may be credited with their prior length of service at the discretion of the City Manager.

### C. Other Provisions

1. The employee will not be deemed to have earned any benefits during the period of his separation; and
2. Nothing herein shall be deemed to supersede the requirements for vesting and eligibility for benefits under the Texas Municipal Retirement System; and
3. Upon being rehired, the employee will have the same probationary period as a newly hired person as stated herein.

## 2.13 New Hire Briefing

**A. Briefing Information**

The Human Resources Department shall brief new, regular full-time and part-time employees, which at a minimum, should include the following information:

- Personnel and Administrative Policy Manual (PARM);
- Retirement and Insurance Benefits; and
- Other Benefits.

**B. Required Forms**

During the briefing, the new employee shall complete all required employment forms, insurance forms, and all forms concerning payroll deductions for State and Federal requirements.

**C. Department Head Responsibility**

The Department Head or his designee shall orientate the new employee with regard to departmental and/or divisional standard operating procedures, work schedule, attendance, lunch periods, safety, and other pertinent matters.

**2.14 Personnel Records****A. Retention and Inspection**

The Human Resources Department will maintain work history records for each employee and retain those records in accordance with the City's records retention schedule. An employee's record is available for inspection in the Human Resources Department by that employee and the employee's immediate supervisor, manager, department director, or City Manager.

**B. Information Update**

Each employee shall report to the Human Resources Department any change in the following:

1. Change of address, whether it is mailing or residential;
2. Change of phone number, whether it be listed or unlisted;
3. Change in marital status or in number of dependents (for

purposes of health insurance and income tax withholding);

4. Change of beneficiary for life insurance and retirement benefits;
5. Any additional schooling, training, certificates, or degrees earned during an employee's course of employment;
6. Any changes in Social Security or driver's license numbers or class;
7. Any criminal matter resulting in arrest, conviction, probation, or deferred adjudication;
8. For drivers of City vehicles, any motor vehicle accident; moving violation; or arrest, conviction, probation, or deferred adjudication resulting for DWI/DUI; or
9. The existence of any protective order or restraining order to which an employee is a party.

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

### **2.15 Verification of Employment/Employment References**

The Human Resources Department is responsible for any verification of employment information or employment references requested by any member of the public. Upon request, all information subject to the Public Information Act shall be released; however, an employee's home address, home telephone number, and social security number shall not be released if the employee has requested in writing that such information not be released.

## CHAPTER 3 CONDITIONS OF EMPLOYMENT

Effective May 1, 2022

### 3.01 Regulation of Employees Not a Contract; Expectations

All employees of the City serve at the will and pleasure of the City. Neither this policy nor any other policy of the City, nor any statement of a City official, shall be construed as granting a property interest in employment with the City. The existence of this policy does not constitute any limitation on the rights of the City to manage its affairs. The City reserves the right to interpret, change, suspend, cancel or dispute, with or without notice, all or any part of this policy. Employees will be notified before implementation of any change.

Although adherence to this policy is considered a condition of continued employment, nothing in this policy alters an employee's status and shall not constitute nor be deemed a contract or promise of employment. Employees are expected to continue to meet job performance standards, observe departmental regulations, observe City rules of conduct, and follow established policies and procedures in order to continue employment with the City.

### 3.02 Immigration Law Compliance

- A. The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and who comply with the Immigration Reform and Control Act of 1986.
- B. Before commencing work, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9 and provide the appropriate documentation for section two of Form I-9 indicating their legal right to work in this country.
- C. Before rehired employees commence work, they must also complete the Form I-9 if a) they had not previously filed with this organization, b) the previous form is more than three (3) years old, and c) if the previous form is invalid in any other aspect.

### 3.03 Nepotism

- A. No person who is related within the first and second degree of affinity (marriage) or within the first, second or third degree by consanguinity (blood) to any elected officer of the City or to the City Manager is eligible for

any office, position, or other service of the City. This prohibition does not affect an officer or employee who has already served at least six months employment with the City at the time when the elected officer or the City Manager takes office. Seasonal employees are exempt from this policy; however, they must not work more than 500 hours within a calendar year.

**B.** No employee may work in a position which is in the line of supervision of a member of the employee’s immediate family or anyone living in the same household as the employee. Employees working in the same department who are related by marriage or blood, or who are defined as immediate family, will not, to the extent possible, be assigned to the same shift. Shifts of relatives working in the same department at the time of adoption of this policy will not be changed unless one of the relatives changes positions.

**C. Consanguinity Kinship Chart (Blood)**

<b>1<sup>st</sup> Degree:</b>	<b>2<sup>nd</sup> Degree:</b>	<b>3<sup>rd</sup> Degree:</b>
Father	Grandfather	Great grandfather
Mother	Grandmother	Great grandmother
	Brother	Uncle
	Sister	Aunt
Son		Cousin
Daughter		Nephew
		Niece
	Grandson	Great grandson
	Grand-daughter	Great grand-daughter

**D. Affinity Kinship Chart (Marriage)**

<b>1<sup>st</sup> Degree</b>	<b>2<sup>nd</sup> Degree</b>
Spouse	
Spouse’s father	Spouse’s grandfather
Spouse’s mother	Spouse’s grandmother
	Spouse’s brother
	Spouse’s sister
Spouse’s son	
Spouse’s daughter	
	Spouse’s grandson
	Spouse’s grand-daughter

### 3.04 Probationary Period

- A. The City shall require a six-month probationary period for all regular full-time and regular part-time employees. This initiation period is a time for the employee to demonstrate qualifications for continued employment. Every employee appointed to a regular full-time position or promoted to a new position shall be required to successfully complete a six-month probationary period. Licensed Police Department employees shall be required to complete a 12-month probationary period, but shall also be subject to the 6-month probationary period in regard to the review process.
- B. The probationary provision shall not affect the employee's eligibility for health insurance benefits, nor shall it waive retirement contribution requirements through the Texas Municipal Retirement System. Sick leave shall accrue from the date of employment and can be used at the end of the first month of employment. A new full-time employee accrues forty (40) hours of vacation leave upon the completion of six (6) full months of employment. An employee becomes eligible to use vacation leave after 6 months of continuous employment.
- C. Probationary employees do not have a right to present a grievance or appeal discipline.
- D. At-will status does not change upon completion of a probationary period. Continued employment after the probationary period does not change or affect the employee's at will status.
- E. An employee who fails to successfully complete the probationary period may be separated from employment with the City.

### 3.05 Extended Probationary Periods

- A. Probationary periods may be extended for up to three (3) additional months for performance reasons. The reason(s) for the extension must be documented, and the City Manager must approve all extensions of the probationary period for performance reasons. Documentation must provide information to the employee about the performance deficiencies, expected level of performance and the period for which the probationary period is extended.
- B. Probationary periods may be extended when probationary employees are on any leave with or without pay, for more than ten (10) consecutive business days. Probationary period extensions because of leave will be for a period equal to, but not exceeding, the days of absence.

### 3.06 Work Periods

Standard work periods are established for purposes of compliance with the Fair Labor Standards Act.

- A. The standard work period for non-exempt employees is seven (7) days. The standard number of required work hours within the work period is established as a minimum of forty (40) hours for full-time, regular, non-exempt employees. For overtime pay purposes, the workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday each week.
- B. The standard work period for exempt employees is fourteen (14) days. The standard number of hours worked during this work period is eighty (80) hours, which is defined as beginning on Monday 12:00 a.m. on the pay period begin date and ending on Sunday 11:59 p.m. on the pay period end date. The overtime pay requirements of the Fair Labor Standards Act (FLSA) do not apply to certain categories of exempt employees such as executives, managers, supervisors, administrative personnel, and professional employees.
- C. The standard work period for Sworn Police Officers is fourteen (14) days. The standard number of hours worked during this work period is eighty-six (86) hours per FLSA Standard 207(k). For purposes of overtime calculation, the police work period is defined as beginning on Monday 12:00 a.m. on the pay period begin date and ending on Sunday 11:59 p.m. on the pay period end date.
- D. The standard work period for Fire Personnel is fourteen (14) days. The standard number of hours worked during this work period is one hundred and six (106) hours per FLSA Standard 207(k). For purposes of overtime calculation, the fire work period is defined as beginning on Monday 12:00 a.m. on the pay period begin date and ending on Sunday 11:59 p.m. on the pay period end date.

### 3.07 Hours of Work

The City Manager or the City Commission reserve the right to determine the regular, open business hours for City offices and facilities. Employees shall be required to maintain a regular work schedule consistent with the established open business hours of the City, unless the employee has been approved for an alternative schedule pursuant to the City's Flextime policy. This policy does not prohibit overtime hours worked by an hourly-paid employee provided authorization has been given by the Supervisor or the Department Head prior to incurring overtime. In addition, supervisors may modify work schedules as needed to accommodate budgetary constraints and changing demands in workload or services provided.



### **3.08 Promotion**

Insofar as may be consistent with the interests of the City, vacancies in higher classifications may be filled by promotion of qualified employees in lower classifications, when possible. To be eligible for a promotion, an employee must meet the current minimum requirements for the vacant position and all requirements for employment with the City.

### **3.09 Interim Promotion**

The City Manager may authorize an interim promotion to ensure the proper performance of City functions if a position is vacant or its regular incumbent is absent. An employee so promoted shall be additionally compensated as administratively determined for the duration of his interim assignment. Such employee shall be required to sign documentation relating to the terms and compensation related to the interim promotion. Interim promotions shall not be used to circumvent normal selection procedures. The employee involved shall not acquire any status or rights in the position to which temporarily promoted, except as provided above.

### **3.10 Rate of Pay for Interim Status**

An employee who has been assigned to an interim status position may receive additional compensation, as administratively determined. Such terms and compensation shall be agreed to in writing by the employee and the City.

### **3.11 Removal from Promoted Position**

A promoted employee who, in the judgment of management, is not successful in the new position may be removed from that position at any time. If this occurs, the employee may be allowed to return to his former job, or to a comparable job for which the employee is qualified, depending on the availability of such positions, the City's needs, and upon approval of the Department Head and City Manager.

### **3.12 Reclassification of Positions**

The City Manager or Department Head may determine the need for a reclassification of any position where a change in the character of the position (e.g. duties, responsibilities, authorities, level of supervision or qualifications) or a study of related positions within or outside of the City organization, suggests a change is warranted. Unless otherwise approved by the City Manager, reclassification requests shall be submitted in conjunction

with departmental budget requests. No reclassification shall occur for the purpose of circumventing regulations, rules or procedures relating to demotion or promotion. The City Manager must approve all reclassifications in advance. The City Manager has final authority for approval or denial of a reclassification. Reclassifications are not appealable.

### **3.13 Transfers**

A transfer not involving promotion or demotion into a vacant position may be effected at any time for administrative purposes, or upon request of the employee to his immediate Supervisor with approval of the Department Head(s), provided the employee is qualified to perform the duties of the position to which transfer is contemplated, and meets the current minimum requirements for employment with the City. Transfers may be made administratively or in conjunction with an announced vacancy.

### **3.14 Demotions**

A demotion is the assignment of an employee to another position having less responsibility or requiring less experience, education, technical, or professional expertise, and which is usually at a lower salary. A demotion may be effected for either a disciplinary or non-disciplinary action. With the approval of the Department Head, and if qualified to perform the duties of the lower level position, an employee may be administratively demoted at his own request or as an alternative to reduction in force. Such demotion shall not be considered disciplinary action nor shall disqualify the employee from consideration for later advancement. Demotion, when used as an alternative to layoff, may be fully or partially rescinded at any time.

### **3.15 Health Fitness**

- A.** It is the continuing responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential duties of his position. An employee who becomes aware of a medical or mental disability that may affect his ability to perform the essential duties of his assigned position must inform the Human Resources Department.
- B.** When it is suspected that the health condition of an employee constitutes a hazard to persons or property, or prevents the employee from effectively performing his essential assigned duties, the employee may be required by his Department Head to submit to a health examination, drug screening, and/or psychological examination. The employee shall be paid for the time required for such examination. Authorization for disclosure of all reports to the City shall be a condition of continued employment with the City.

### 3.16 Secondary Employment

Outside employment will be allowed only with the prior written approval of an employee's immediate supervisor and the City Manager. A copy of the authorization will be filed with the Human Resources Department to be maintained in the employee's personnel file. Failure to acquire prior written approval is grounds for disciplinary action, up to and including termination.

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

City requirements, including overtime, will have precedence over any other employment. In addition, the employee will notify his supervisor immediately upon any change in outside employment status or condition.

#### **A. Conflict of Interest**

Permission will not be granted for outside employment with an organization or municipality that is in competition with, or presents a potential conflict of interest, with the City of Breckenridge.

#### **B. Work performance**

If the work standards or performance of an employee of the City suffers and it is determined to be caused by outside employment, permission to work at the outside job may be rescinded, or the employee may be subject to discharge.

#### **C. Injury or Illness**

The City will not pay leave benefits for injuries or illnesses suffered as a result of employment at another job.

#### **D. Employee on Leave**

Under no circumstances may an employee on FMLA leave, sick leave, disability leave, or workers' compensation leave, work another job (whether for pay, as a volunteer or as self-employment), unless expressly authorized in writing by the City Manager.

## 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 5 COMPENSATION POLICY

Effective May 1, 2022

### 5.01 Purpose

The City of Breckenridge's compensation philosophy is to maintain a competitive pay structure for the purpose of recruiting and retaining a professional and competent workforce, and to encourage and reward employees who perform at the highest levels of productivity and routinely meet or exceed performance expectations. All pay components are subject to availability of funding and appropriation through the annual budget process.

### 5.02 Compensation System Components

The two components to the City's compensation system are Market Adjustments and Pay for Performance.

#### A. Market Adjustments

Market adjustments are designed to retain the City's quality employees by maintaining competitive salaries with other similar organizations in the area. Based on this analysis, changes are made to minimum and maximum pay rates of the various pay grades of the City. Market analysis will be performed in even fiscal years.

#### B. Pay for Performance

Performance Pay is intended to address individual performance issues based upon the achievement of a performance rating.

1. Merit Pay: Merit Pay may result in a base pay increase of 0% (needs improvement) to a maximum of 5% (for an excellent rating), and may be awarded in conjunction with the employee's annual performance evaluation. A base pay decrease of 3% may be given to employees that receive a rating of unacceptable.
2. Step Pay: Step Pay shall address individual performance issues for the City's sworn non-exempt police and fire employees as well as specified non-sworn police employees. A Step employee may receive a base pay increase of 5% for a rating of "satisfactory" or higher on their annual performance evaluation.

### 5.03 Market Analysis - Purpose and Provisions

The purpose of market adjustments is to correct situations that might adversely affect the City's competitive position relative to comparable positions in similar area municipalities or businesses. In doing so, the City strives to retain employees and to remain competitive in the applicable labor market.

Prior to the preparation of the City's annual budget, the Human Resources Department shall prepare an analysis of current rates of identified positions with comparable public employment in the area, and comparable private industry positions where applicable. Determining what other cities pay for comparable jobs assists in establishing the minimum and maximum pay rates within pay grades. When selecting the survey market, other employers are selected for comparison because of their similar jobs.

The Human Resources Department shall assist the City Manager in making recommended changes in the Pay Plans that are necessary to keep the Classification and Pay Plans current, uniform, and equitable. The salary pay ranges in the City's pay plans shall be reviewed annually on a rotating basis. Recommended changes in the City's Pay Plans or Pay Plan Policy shall become effective upon approval by the City Commission.

#### **5.04 Merit Pay**

##### **A. Purpose**

The purpose of Merit Pay is to reward employees who strive to perform consistently at a level which sets them apart from their peers. Merit Pay addresses individual performance issues, is based upon the performance evaluation score, and if earned, may equal up to a 5% increase in the employee's base pay. The performance rating scale is specified on the performance evaluation forms.

Merit Pay shall be awarded as an increase to base salary on or after the employee's annual performance evaluation.

##### **B. Provisions**

All regular full-time and part-time employees shall receive an annual performance evaluation before April 30<sup>th</sup> of each year. Annual performance evaluations are based on results measured against performance standards as well as achievement of individual goals. Merit Pay is subject to the availability of funding and appropriation during the annual budget process.



**C. Eligibility**

All regular full-time and part-time employees are eligible for Merit Pay. Eligibility is based on the employee's performance for the previous twelve-month period.

**5.05 Step Pay****A. Purpose**

The purpose of Step Pay is to reward the City's public safety employees who strive to perform consistently at a satisfactory or higher level. Step Pay addresses individual performance issues, is based upon the performance evaluation score, and if earned, may equal a 5% increase in that employee's base pay.

**B. Provisions**

All sworn, non-exempt police employees, as well as specified non-sworn police employees, shall receive a performance evaluation by April 30<sup>th</sup> each year. Annual performance evaluations are based on results measured against performance standards as well as achievement of individual goals. Step employees who received a performance rating of "Satisfactory" or higher may proceed to the next pay step. Step Pay is subject to the availability of funding and annual budget approval.

**C. Eligibility**

All sworn, non-exempt police and fire employees as well as specified non-sworn police employees are eligible for Step Pay. Eligibility is based on the employee's performance for the previous twelve-month period.

## 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.

## CHAPTER 7 CERTIFICATION POLICIES AND PROCEDURES

Effective May 1, 2022

### 7.01 Certification Pay

Incentive Pay is a program that promotes and maintains a highly qualified, trained, and professional workforce by providing paid incentives for each qualifying certificate or license obtained above the “basic required level” within their respective professions, as listed in their job descriptions.

### 7.02 Certification Pay - Eligibility

In order to receive certification pay the certification must:

- A. be directly applicable to the individual’s current job within the City;
- B. be above the level of certification required for the individual’s current job within the City; and
- C. be updated and current if renewals are required.

Departments may not include certifications, licenses, or other educational programs for any employee if said certification, license, or educational degree program is a requirement of the position held by that employee.

### 7.03 Certification Pay - Criteria

The following criteria will be used in determining the credibility of any incentive pay:

- A. The employee must be classified in a Regular Full-Time, or Regular Part-Time permanent position.
- B. Requested certification pay must be within the scope of the employee’s normal job functions or within the range of advancement.
- C. The certification pay must be requested by the department head and approved by the City Manager or his/her designee.
- D. A copy of the certification qualifying the employee for the certification pay must be submitted to Human Resources Department prior to receiving pay.

- E. Proof of any continuing education requirements must be submitted to the Human Resources Department as the education requirements are obtained. (It will be the department heads responsibility to notify Human Resources on the types of certification that require continuing education and be responsible for ensuring that the employee maintains required continuing education).
- F. The City Manager will have the final approval on all certification pay and classifications.

#### **7.04 Certification Pay - Procedure to Add Certifications to the List**

The procedure to add certifications to the approved list are as follows:

- A. The proposing Department Head will submit a memorandum to the Human Resources Department providing the following:
  - 1. Name of the certification and all eligibility requirements.
  - 2. Written justification for allocation of pay for the certification.
- B. The Human Resources Department reviews all submissions for the following:
  - 1. Type of certification.
  - 2. Eligibility requirements.
  - 3. Level of expertise gained through certification.
  - 4. Degree of positive impact to the City as a result of certification.
- C. The Human Resources Department will submit a memorandum with the recommendation for approval/disapproval to the City Manager for final approval. This memorandum will contain a thorough justification for the recommendation. Additionally, it will contain the approximate budgetary impact if approved.
- D. Should the recommendation require adjustment to the budget, the recommendation for approval will be submitted to the City Commission.



**7.05 Qualified Certification Pay Classifications**

**A. Certification Pay for Regular Full-Time Employees:**

*(Regular Part-Time (25+ hrs per week) receives half the below amount)*

	<u>Per Pay Period</u>	<u>Annual</u>
<u>TCOLE Dispatch/Police Communications</u>		
Intermediate	\$25.00	\$650.00
Advanced	\$50.00	\$1,300.00
Masters	\$75.00	\$1,950.00
<u>TCOLE Peace Officer /TCFP Fire Personnel</u>		
Intermediate	\$75.00	\$1,950.00
Advanced	\$100.00	\$2,600.00
Masters	\$150.00	\$3,900.00
Paramedic	\$100.00	\$1,950.00
	<u>Per Pay Period</u>	<u>Annual</u>
<u>Public Works Classification</u>		
C Surface Water/Distribution/Treatment	\$25.00	\$650.00
B Surface Water/Distribution/Treatment	\$50.00	\$1,300.00
A Water/Treatment	\$75.00	\$1,950.00
II Collections	\$25.00	\$650.00
III Collections	\$50.00	\$1,300.00
<u>Other Classifications</u>		
Bilingual Pay	<u>\$25.00</u>	<u>\$360.00</u>

### **7.06 Payment of Certification Pay**

Certification Pay will be paid on a bi-weekly basis.

### **7.07 Maximum Allowances**

A maximum of \$75 per pay period per Regular Full-Time employee is allowed in the positions of TCOLE Police Communications and Public Works. A maximum of \$150 per pay period per Regular Full-Time employee is allowed in the positions of TCOLE Police Officer and TCFP Fire Personnel. Bilingual and Paramedic pay does not count towards maximum allowed.

A maximum of \$37.50 per pay period per Regular Part-Time employee is allowed.

## CHAPTER 8

### TUITION REIMBURSEMENT POLICY

**Effective May 1, 2022**

#### **8.01 Purpose of the Program**

The City of Breckenridge is committed to employee growth and development. To support this commitment, a Tuition Reimbursement Program has been established. The program is designed to assist those employees who elect to improve job performance or increase skills through education. Participation should be mutually beneficial to both the employee and the City of Breckenridge.

#### **8.02 Tuition Reimbursement Policy**

On a case-by-case basis, the City may provide tuition reimbursement to employees wishing to continue their education off the job in order to improve job qualifications, skills or knowledge. This program is subject to the availability of funds.

#### **8.03 Scope**

- A.** Courses directly related to the employee's job will be reimbursed upon approval of the City Manager.
- B.** Courses must be taken at a fully accredited, in-State, tax-supported educational institution to be considered for reimbursement.
- C.** Online courses may be reimbursed if they are taken from an in-State, tax supported educational institution and are equivalent in cost to classroom courses.
- D.** Fees and expenses other than tuition fees are excluded from reimbursement. Although not limited to the following, excluded expenses are: books, supplies, parking fees, room and board and other miscellaneous student fees.
- E.** Employees attending a private educational institution will be expected to pay the difference between private and tax-supported tuition costs.

#### **8.04 Applicability**

Regular full-time employees who have been employed full-time with the City for at least two years are eligible to apply for tuition reimbursement.

#### **8.05 Procedure**

An employee who is interested in participating in the Tuition Reimbursement Program must:

- A.** Receive prior approval from the City Manager to sign up for the course; and
- B.** Obtain his supervisor's prior approval and signature on the Tuition Reimbursement Request Form indicating his supervisor's approval; and
- C.** Sign and submit to the Human Resources Department a Tuition Reimbursement Agreement Form documenting the course titles and approximate costs for the course for which he intends to register.

#### **8.06 Flexible schedule**

Upon approval of his supervisor and department head, an employee may work a flexible schedule when classes are during work hours. Any accommodation of an employee's class schedule is at the department head's discretion.

#### **8.07 Reimbursement Terms**

To be reimbursed, an employee must provide proof of successful completion of the class or course (a grade of at least a "C" or comparable) and a receipt of payment. Classes will be reimbursed 100% for a grade of A or B, and 50% for a grade of C; except for graduate level courses, which shall not be reimbursed for a grade less than a B. The City will not reimburse funds for a class if the employee has already been reimbursed once for the same class.

#### **8.08 Reimbursement Amounts**

The total maximum reimbursement amount to eligible employees is \$1,000 per employee per calendar year. Maximum lifetime tuition reimbursement to an employee shall not exceed \$5,000.

### **8.09 Time Period**

An employee will be required to sign documentation agreeing to remain with the City for two years following completion of the class. An employee who voluntarily resigns during that time the will be required to reimburse the City the amount of tuition reimbursed up to that point.

Review of the employee's account and arrangements for repayment will be made when the employee reports to the Human Resources Department for termination processing.

### **8.10 Job Related Training**

If an employee is required to receive training for a specific job-related license or certification, that employee will also be required to sign documentation agreeing to remain with the City after completing and passing the classes for two years or reimburse the City for its costs. This does not apply to those employees maintaining a current license or certificate.

Employees who fail testing and/or classes for job-related certification, will be required to re-take the test and/or class at their own expense. Any exception to this policy must be approved by the City Manager.

### **8.11 Not Eligible for Reimbursement**

- A.** Seasonal or Part-Time employees are not eligible for Tuition Reimbursement.
- B.** If an employee resigns or is terminated for any reason (other than specified in Section 8.12) prior to course completion, the City shall not be obligated to pay reimbursement.
- C.** Reimbursement shall not be paid for audited courses or for non-credit, continuing education courses.
- D.** Credits obtained by the College Level Examination Program (CLEP) are not eligible for Tuition Reimbursement.
- E.** Incomplete forms or forms without all required documents attached will not be processed.

### **8.12 Exceptions to Payback Provision**

Employees terminated due to a reduction in force, medical disability, or as a result of occupational injuries or illnesses shall not be required to pay back the monies received for tuition reimbursement and are not subject to the payback provision.

## 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 10 EMPLOYEE LEAVE

**Effective October 6th, 2021**

### **10.01 Official City Holidays**

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

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

### **10.02 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.

### **10.03 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.

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

### **10.05 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.

### **10.06 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 for sworn police employees and twenty-four (24) hour increments for shift fire employees.

### **10.07 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 1<sup>st</sup> shall receive one (1) Personal Day in that calendar year.

### **10.08 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.

### **10.09 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:

<b>Anniversary Date</b>	<b>Vacation Accrued</b>	<b>Accrual Rate</b>
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:

<b>Anniversary Date</b>	<b>Vacation Accrued</b>	<b>Accrual Rate</b>
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.

#### **10.10 Maximum Accumulation of Vacation Time**

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

#### **10.11 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 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 1<sup>st</sup>.
- 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 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.

### **10.12 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 31<sup>st</sup>. The conversion is made at the individual's pay rates as of September 30<sup>th</sup>. Individuals shall be paid their vacation proceeds in December.

### **10.13 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.

### **10.14 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 service with the City.

### **10.15 Maximum Accumulation of Sick Leave**

The maximum number of days an employee can accumulate from year to year is 720 hours. Twenty-four (24) hour shift employees can accumulate a maximum amount of 1,008 hours from year to year.

### 10.16 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.

### 10.17 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 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.

#### **10.18 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.

#### **10.19 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.

#### **10.20 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.

### **10.21 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.

### **10.22 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.
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.

### **10.23 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.

#### **10.24 Bereavement Leave**

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.

### **10.25 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**

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.

#### 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:

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.

**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.

**10.26 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.

## 10.27 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 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.

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

#### **10.29 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.

### **10.30 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.

### **10.31 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.

### **10.32 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 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 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.

### **10.33 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.

### **10.34 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.

### **10.35 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.

### **10.36 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.

### **10.37 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.

#### **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.

### **10.38 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.

**10.39 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 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 11

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## CHAPTER 12 INJURED OR ILL EMPLOYEES

Effective May 1, 2022

### 12.01 Injury on the Job

#### A. Medical Care

The Supervisor is responsible for ensuring that an employee who is injured during the course of employment receives appropriate initial medical care. When notified that an employee has been injured, a Supervisor shall:

1. if qualified personnel are available, assure that first aid is begun;
2. if the injury is serious, as may be indicated by, but not limited to, profuse bleeding, broken bones, unconsciousness, or shock, call for emergency medical transportation through 9-1-1;
3. if the employee needs immediate medical care, care should be sought at the nearest emergency care facility. The Supervisor must be notified as soon as possible of the employee's injury;
4. if the injury requires medical care but does not warrant emergency transport, the employee must select a physician from a list provided by the Human Resources Department in order to be covered under Workers' Compensation. If an employee chooses to seek physician care with a physician not on the list provided, the expenses incurred may not be covered under Workers' Compensation insurance.

#### B. Reports

Regardless of the severity of the injury, an employee who is able must report immediately to the Supervisor any injury incurred in the course of employment with the City. The immediate supervisor is responsible for contacting the Human Resources Department to file the following reports for inclusion in the employee's personnel file:

1. Texas Worker's Compensation Injury Report (DWC -1): must be filed with the Human Resources Department within seventy-two (72) hours of the occurrence on all injuries regardless of severity of the injury; and
2. Supervisor Incident Report: an incident report is to be filed with the Department Head and Human Resources Department within seventy-two (72) hours of the occurrence on all injuries regardless of severity of the injury; and
3. When medically feasible, Witness Reports and Employee's Report of Injury or Illness: must be filed with the Department Head and Human Resources Department by the end of the shift if the injury requires medical treatment or lost time.
4. Fire department personnel are also required to report injuries to the Texas Commission of Fire Protection. The fire chief will be responsible for the reporting of the applicable incidents.

## **12.02 Physical Examination**

### **A. When Required**

An employee who has been ill or injured shall obtain a physical examination from the employee's attending physician or a physician designated by the City if:

1. the employee has received emergency treatment at a hospital; or
2. the Department Head has reason to believe that the physical condition of the employee could result in danger to persons or property or that it interferes with normal work performance, and the Department Head instructs the employee to report for examination.

### **B. Physician's Release**

If it is determined that an employee returning from injury or illness must have a physical examination before resuming work, the employee must obtain a written release from the employee's attending physician or the City's physician, indicating the employee's fitness to return to duty. The release must stipulate what kind of duty is permitted, specify limitations, if any, and state the date of the employee's release from medical care.



**C. Determination Made by Physician**

If the physician determines that an employee is not able to perform all of the duties of the employee's position as set forth in the job description, the physician shall document the limitations.

**12.03 Modified Duty Policy**

The purpose of this policy is to provide a process by which injured and ill employees may receive temporary work assignments that will benefit their full recovery. It is not intended nor to be used as a disability program.

**A. Evaluation of Injured or Ill Employee**

When an employee is required to be absent from work because of an extended period of recovery from injury or illness, the employee's case will be reviewed by the Department Head and the Human Resources Department. A report of examination and evaluation conducted by the treating physician or the City physician (hereafter "attending physician") will be used to determine the capabilities and prognosis for recovery of the injured or ill employee. A review of the potential work assignments will be conducted by the Department Head and Human Resources Department to determine if an assignment is available which matches the injured or ill employee's training and skills and/or physical limitations as determined by the attending physician.

**B. Work Assignment**

A modified duty work assignment may be offered to an injured or ill employee if:

1. it is approved by the Department Head and the Human Resources Department;
2. a work assignment exists within the City which meets the abilities documented by the attending physician; and
3. a modified duty work assignment would enhance the recovery of an injured or ill employee and facilitate the employee's return to the regular duty work assignment held before the injury or illness.

**C. Length of Modified Duty Work Assignments**

Modified work assignments shall not exceed sixty (60) calendar



days. An extension may be granted at the discretion of the City Manager when work assignments exist, and modified duty continues to enhance the recovery of the injured or ill employee. However, an employee is limited to a total of ninety (90) calendar days per 12-month period of Modified Duty.

**D. Conditions of Modified Duty**

As a condition of continuing in a modified duty work assignment, an employee must:

1. adhere to prescribed treatment and make reasonable efforts toward rehabilitation;
2. continue to provide progress updates to the Department Head and Human Resources Department regarding the status of his/her condition;
3. accept progressively more demanding assignments as the employee's condition improves; and
4. make visible progress in returning to full performance capability.

**E. Termination of Modified Duty**

An employee's modified duty work assignment will be terminated if:

1. the employee is found to be performing beyond the modified duty restrictions;
2. the work assignment is completed, and no work assignments exist within the City which suit the employees' abilities and meet the limitations documented by the attending physician;
3. the employee performs unsatisfactorily in the modified position; or
4. budgetary constraints do not allow continuation of modified duty.

**F. Reassignment to a Vacant Position**

If an employee's injury or illness will regularly prevent the employee from performing the essential functions of the employee's regularly assigned duties, the City Manager, in conjunction with the Department Head and Human Resources Department, shall attempt to locate a suitable City position for the employee. Such position must be authorized and vacant, and the injured or ill employee must be qualified to perform the essential functions of the position. If no

other position is available at the time the employee is determined unable to perform the essential function of the employee's job, or, should the employee refuse to accept an available position, then termination of employment will occur. The City will not create a position.

## **12.04 Life-Threatening Illness**

### **A. Fair and Equal Treatment**

Pursuant to its commitment to providing fair and equal opportunity to all employees while providing a safe work environment, the City will treat employees with life-threatening illness like other employees as long as they meet performance standards, are able to perform the essential functions of their position, and medical and other information indicates that their condition is not a threat to themselves or to others. The City will attempt to reasonably accommodate these employees whenever practicable.

### **B. Confidentially and Sensitivity**

If an employee contracts a life-threatening illness, or if an employee discovers a fellow worker has contracted a life-threatening illness, all reasonable efforts should be exercised to ensure that this information remains private and confidential. All employees should treat employees with a life-threatening illness with compassion and understanding.

### **C. Educational Information**

The City has access to educational programs for persons who want to know more about life-threatening illness. These programs discuss how to prevent or reduce the chance of contracting a life-threatening illness, as well as, how to deal with fellow workers, family members or friends who have a life-threatening illness. Supervisors and employees should contact the Human Resources Department for more information about these programs.

### **D. Physical Examination**

To assure the City that an employee with a life-threatening illness is not a danger to anyone, the City may require the employee to be examined by a physician. All information related to the examination will be confidential and will be disclosed to a Department Head only when it is necessary.

## CHAPTER 13

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## CHAPTER 14 EMPLOYEE APPEARANCE

Effective May 1, 2022

### 14.01 Policy

It is the policy of the City that an employee's dress and grooming should be appropriate to the work responsibilities. The purpose of this policy is to create and maintain a favorable image of the City of Breckenridge to the general public. All employees, regardless of work location and degree of public contact, are expected to dress in a manner that is appropriate to their work environment and positions that will represent pride in the City and the citizens they serve.

### 14.02 Department Head Responsibility

City employees must maintain the highest standards of personal cleanliness and grooming and shall present a neat appearance at all times during working hours. It shall be the responsibility of the Department Head to determine and enforce specific standards of dress and appearance within their department except as outlined in this policy.

### 14.03 Personal Hygiene

#### A. Professional Appearance

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

#### B. Neatly kept hair

Hair should be kept clean, combed and neatly trimmed or arranged. Shaggy, un-kept hair is not permissible regardless of length. Sideburns, moustaches and beards should be neatly trimmed. Non-traditional hair colors must be cohesive and are subject to Department Head approval.

#### C. Body piercing

1. Facial jewelry including, but not limited to, nose, eyebrow, lip and/or tongue rings and studs must be removed during working hours. At the discretion of the Department Head and/or City Manager, an exception may be granted to permit an employee to wear one small (2 mm or less) nose stud that

is either silver, gold, or clear in color.

2. Gauges are not permitted.

#### **D. Fragrance**

Employees shall be considerate and recognize that employees and visitors to the workplace may have sensitivities or allergies to fragrant products, including but not limited to perfumes, colognes, body lotions, hair products, oils, candles, and more. Fragrant products that may be offensive to others should be used in moderation out of concern for others in the workplace.

#### **E. Under garments**

Appropriate underclothing must be worn at all times. Under garments shall not be visible under and/or through clothing.

#### **F. Excessively tight clothing**

No revealing or excessively tight clothing is allowed.

#### **G. Tattoos**

1. Tattoos, body art, temporary tattoos or branding that displays obscene, extremist, racist or offensive design, logo or wording which represents an illegal act or gives the impression that an employee may not impartially discharge their duty, or detracts from a uniform, professional appearance is prohibited.
2. The City Manager has the final authority as to the appropriateness of any visible tattoos, body art, temporary tattoo or branding and may order them to be covered with a bandage or wrap when representing the City.

### **14.04 Standard Dress Policy – Office Employees**

It is the policy of the City to present a conservative and professional image to the citizens we serve. Because every employee may at one time or another come in contact with our citizens, it is important for all staff members to be dressed appropriately at the office every day.

#### **A. Male Employees**

Appropriate dress for male employees includes slacks, khakis or jeans with appropriate shirt. Shirts must have sleeves. Examples of inappropriate shirts include torn or ripped shirts, tank tops, sleeveless shirts. Appropriate footwear should be worn at all times

while in the workplace. Shorts may be allowed by the Department Head if they are considered part of a standard City uniform such as those working in the Parks Department during summer pool season.

## **B. Female Employees**

Appropriate dress for female employees includes slacks, khakis, capris, jeans, dresses, or skirts with appropriate shirt, sweater, or jacket. Examples of inappropriate shirts include beachwear, exercise wear, tank tops, spaghetti straps, halter tops, and crop tops. Shorts may be allowed by the Department Head if they are considered part of a standard City uniform such as those working in the Parks Department during summer pool season.

### **14.05 Standard Dress Policy – Field Employees (does not include Police)**

Field employees that are issued City uniforms are required to wear their uniforms to work. City uniforms are to be worn only while on duty and are not to be worn on days off or after hours. Each Department Head will determine what type of shoes/boots to wear based on the safety needs of the department. Shorts may be allowed by the Department Head if they are considered part of a standard City uniform.

### **14.06 Standard Dress Policy – Uniformed Police and Fire Personnel**

Uniform specifications for Police and Fire personnel can be found in the department's standard operating procedures.

### **14.07 Wearing of Clothing with City Logo Outside of Work**

An employee is prohibited from wearing any attire while off-duty that identifies the person as a member of the City while engaging in conduct or activity that by virtue of the association discredits the City or places either the employee or the City in disrepute or discredit.

### **14.08 Enforcement**

Anyone who is not appropriately groomed or who dresses in violation of the policy will be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming and/or personal appearance violates this policy may be disciplined, up to and including termination of employment.

### **14.09 Exceptions**

Exceptions to these guidelines may apply where the position warrants (i.e., Parks and Recreation Lifeguards in swimsuits). Such exceptions must be approved by the City Manager and the Human Resources Department.

## CHAPTER 15 EMPLOYEE STANDARDS OF CONDUCT

Effective May 1, 2022

### 15.01 City Responsibilities

The City's work force exists to provide essential municipal services to the community. The City of Breckenridge is committed, within its financial constraints, to maintaining a work force of the most qualified workers to provide reliable, quality, and cost-efficient services to the community in a respectful and friendly manner.

### 15.02 Management Responsibilities

In keeping with the respect due each employee, management is committed to:

- A. providing effective and efficient delivery of services;
- B. compensating employees fairly for work done;
- C. providing safe, healthy, work conditions in accordance with provisions of all applicable law;
- D. adequately instructing and training employees in their duties;
- E. supplying necessary tools and equipment (except those customarily provided by employees);
- F. providing reasonable opportunities for development experience and competitive advancement; and
- G. actively engaging in equal opportunity activities.

City management shall not dismiss an individual, fail or refuse to hire an individual, or otherwise discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of the individual's race, creed, color, religion, veteran status, national origin, sex, age over 40, the basis of genetic information, the existence of a physical or mental disability, or any other classification protected under applicable state or federal law. This equal



opportunity policy of the City applies to all areas of employment, including, but not limited to, recruitment, hiring, job assignments, pay, training, promotions, privileges, and conditions of employment.

### **15.03 Employee Responsibilities**

An employee shall:

- A.** be loyal to and meet the reasonable expectations of City management and the citizens of the City;
- B.** report to work regularly and on time;
- C.** consistently meet or exceed performance standards established for the employee's job; and
- D.** work in a professional, cooperative, safe, and friendly manner.

### **15.04 Employee Conduct**

An employee is expected to consistently maintain satisfactory performance standards. Whenever work habits, attitude, production, or personal conduct of an employee falls below a desirable standard, the problem should first be addressed by the mutually cooperative efforts of the Supervisor and the employee. Those efforts include but are not limited to:

- A.** an analysis of the problem;
- B.** a determination of needed changes and assistance; and
- C.** implementation of a corrective plan of action and establishment of achievement dates.

If performance standards are not met within a reasonable period of time, the employee, depending upon the documented reasons for failure, may be transferred, demoted, or dismissed.

### **15.05 Unacceptable Conduct**

The following types of conduct are unacceptable and may be the reason for corrective discipline in the form of reprimand, suspension, demotion, or dismissal, depending upon the facts and circumstances of each case. The examples given are typical but not all-inclusive.

- A.** Unsatisfactory attendance exemplified by, but not limited to, the following violations:

1. unexcused absence or tardiness;
  2. failure to give notice of an absence or tardiness to the Supervisor from within two hours before to within 15 minutes after starting time;
  3. separate absences or days of tardiness which exceed the average absences or days of tardiness of the employee's work group and which lack sufficient justification;
  4. absence or tardiness without sufficient justification that causes significant curtailment or disruption of service;
  5. excessive amounts of time off the job, regardless of the reason; or
  6. any absence when the employee has exhausted all sick, vacation, or other available paid leave, if the employee is not on an approved unpaid leave of absence.
- B.** Job abandonment occurs when an employee, deliberately and without authorization from a Supervisor, is absent from the job, or refuses a legitimate order to report to work. If an employee is absent from work for two (2) or more consecutive work days without properly notifying his Supervisor, the absence will be considered a voluntary resignation. If such a situation occurs, and the employee later returns to work with documentation proving that such absence was totally beyond his control and it was impossible to provide the necessary notification, then reinstatement may be considered.
- C.** Inability or unwillingness to perform assigned work satisfactorily is exemplified by, but is not limited to, the following violations:
1. failure to follow routine written or verbal instructions or being insubordinate to a Supervisor or Department Head;
  2. arguing over assignments or instructions; or
  3. an accumulation of other deficiencies indicating the employee's continuing failure to adequately perform in a productive, efficient, and competent manner.
- D.** Indifference towards work is exemplified by, but is not limited to, the following violations:
1. inattention, inefficiency, loafing, sleeping, carelessness, or negligence;

2. failure to remain at one's work station, leaving work without permission, or taking excessive time or more time than allowed for meal or rest periods;
  3. interference with the work of others; or
  4. discourteous or irresponsible treatment of the public or other employees.
- E. Sabotage is exemplified by, but is not limited to, the following violations:
1. deliberate damage to or destruction of City equipment or property;
  2. defacing of City property;
  3. unauthorized alteration, removal, destruction, or disclosure of City records;
  4. advocacy of or participation in unlawful trespass or seizure of City property;
  5. encouraging or engaging in slowdowns, sit-ins, strikes, or other concerted actions or efforts to limit or restrict employees from working;
  6. interference with the public use of or access to City services, properties, or buildings; or
  7. threats to commit any act of sabotage.
- F. Safety violations are exemplified by, but are not limited to, the following violations:
1. failure to follow City or departmental safety regulations;
  2. failure to use required safety apparel;
  3. removal or circumvention of a safety device;
  4. lifting in an unsafe manner;
  5. operation of vehicle or other equipment in an unsafe manner;
  6. smoking in a prohibited area;
  7. endangering of one's own safety or that of others by careless or irresponsible actions or negligence;
  8. failure to report an on-the-job injury, vehicle accident, or unsafe work condition; or
  9. failure of a Supervisor to remove from the work place or to assist to a safe location an employee whose mental

capabilities are impaired due to injury, illness, alcohol or drug use, or emotional distress.

- G.** Dishonesty is exemplified by, but is not limited to, the following violations:
1. acceptance of money or anything of value from a person subject to the regulatory decision or supervision of the employee;
  2. cheating, forging, or willful falsification of official City reports or records, including time keeping records and employment applications;
  3. false reporting of the reason for paid leave of absence;
  4. lying or willful omission of fact;
  5. any other falsifying action detrimental to the City or fellow employees; or
  6. making or publishing false, vicious, or malicious statements about the City, a coworker, or a Supervisor.
- H.** Theft regardless of property value, is exemplified by, but is not limited to, the following violations:
1. unauthorized taking of City property or the property of others;
  2. unauthorized use of City or employee funds;
  3. using or authorizing the use of City equipment or employee services for other than official City business;
  4. using or authorizing the use of City equipment or employee services without proper authority; or
  5. falsification of time worked.
- I.** Insubordination is exemplified by, but is not limited to, the following violations:
1. willful failure or refusal to follow the specific orders or instructions of a Supervisor or higher authority; or
  2. pursuit of a denied request to a higher authority without revealing the lower level disposition; provided that:
    - a. if the employee believes an instruction or order is improper, he should obey the instruction or order and file a grievance later; or

- b.** if the employee believes the instruction or order, if followed, would result in physical injury to the employee or others or damage to City equipment, the employee should request approval by the next higher level of supervision before performing the work, unless the danger complained about is inherent to the job.

**J.** Abuse of drugs or alcohol:

Abuse of drugs or alcohol is exemplified by, but is not limited to, the following violations:

- 1.** an employee is judged unable to perform duties in an effective and safe manner due to:
  - a.** ingestion, inhalation, or injection of a drug; or
  - b.** ingestion of an alcoholic beverage;
- 2.** an employee possesses or ingests, inhales, or injects into his body an illegal drug:
  - a.** during working hours;
  - b.** in a City vehicle; or
  - c.** on City property; or
- 3.** an employee possesses or ingests an alcoholic beverage:
  - a.** during working hours;
  - b.** in a City vehicle; or
  - c.** on City property, except at an authorized City event.

**K.** Disturbance is exemplified by, but is not limited to, the following violations:

- 1.** fighting or boisterous conduct;
- 2.** deliberate causing of physical injury to another employee or citizen;

3. threatening to cause physical injury to another employee or citizen;
  4. intimidation;
  5. unnecessary disruption of the work area;
  6. use of profane, abusive, threatening, or loud and boisterous language;
  7. spreading of false reports; or
  8. other disruption of the harmonious relations among employees or between employees and the public.
- L.** Abuse of City property:
1. Abuse of City property is exemplified by, but is not limited to, the following violations:
    - a. negligent damage or destruction of City equipment or property;
    - b. waste of materials or negligent loss of tools or materials;
    - c. improper maintenance of equipment; or
    - d. damage caused by use of tools or equipment for purposes other than that for which the tool or equipment was intended.
  2. In addition to appropriate disciplinary action, damage caused by proven intent will cause the employee to be responsible for the repair or replacement of any damaged property. Failure to reimburse the City is cause for dismissal.
- M.** Misconduct is any criminal offense or immoral conduct, during or off working hours, which, if it should become public knowledge, could have an adverse effect on the City or on the confidence of the public in City government.
- N.** Disregard of public trust is any conduct, during or off working hours, which, if it should become public knowledge, could impair the public's confidence or trust in the operation of City government.

- O. Failure to report a violation is exemplified by, but not limited to, failure to report to the proper authority any known violation described in this Chapter.
- P. Violation of City Codes is any activity which violates any provision of the City Code or any City Ordinance. Compliance with City Codes is required by all City employees.

### **15.06 Disciplinary and Legal Actions**

Employees must immediately notify their Supervisor and/or their Department Head if they are arrested, charged, indicted, convicted, receive deferred adjudication, probation, or plead nolo contendere to any misdemeanor or felony; provided, however, employees who do not drive as part of their job duties with the City are not required to report minor traffic violations.

When an employee is arrested, charged or indicted for a felony or misdemeanor, or accused of official misconduct or other serious criminal violation, and the evidence obtained during an internal administrative investigation supports a violation of this section, disciplinary action may be taken independently of and before any legal action or criminal conviction.

During an internal investigation into alleged misconduct or violations of City policies, the City may, at its sole discretion, place the employee on paid administrative leave.

At the City Manager's discretion, an employee arrested, charged or indicted for a felony or misdemeanor, or accused of official misconduct or other serious criminal violation, may be placed on unpaid administrative leave until the charge, indictment or information is dismissed or fully adjudicated without trial, and, if tried, until the trial and appeal (if any) are completed and all related administrative matters are concluded. An employee on administrative leave may be reinstated to the position held before being placed on administrative leave (if available) if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

### **15.07 Gifts and Gratuities**

No officer or employee of the City shall solicit, accept, or agree to accept directly or indirectly, any gift, favor, privilege, or employment having a monetary value of fifty dollars (\$50) or more from any person, firm, or corporation doing business with, or seeking to do business with the City during the employment of the officer or employee and in connection with such office or employment, except as may be authorized by ordinance or on behalf of the City and for its benefit.

Under no circumstance shall cash or any instrument of cash from any person, firm, or corporation doing business with, or seeking to do business with the City be accepted by any an officer or employee of the City.

### 15.08 Political Activity

- A. Policy.** In order to maintain a high level of professionalism within the City and maintain the proper operation of a democratic government, an employee of the City shall not:
1. Coerce another employee to participate in, or to refrain from participating in, a political campaign; or
  2. Require an employee to contribute to any political fund, render any political service, or support any political election or punish an employee in any way for refusing to do so.
- B. Endorsements as City Employees.** Employees are prohibited from using their official capacity to influence, interfere with, or affect the results of an election. City employees shall not participate in any of the following types of activities:
1. Employees, during hours of work or while in uniform, shall not take an active part in any political campaign for an elective position. The term “active part” includes but is not limited to the following:
    - a. making political speeches;
    - b. passing out cards or other political literature;
    - c. writing letters or signing petitions;
    - d. actively and openly soliciting votes; or
    - e. making public remarks about the candidates for such elective positions.
  2. Employees shall not engage in any activity which could be construed as giving Departmental sanction to any candidate for public office. This includes, but is not limited to, the following:
    - a. soliciting votes, wearing campaign buttons, or distributing campaign literature at work or in a City uniform or in the offices or buildings of the City of Breckenridge;



- b. listing the employee's position or occupation in an endorsement of a candidate for public office; or
  - c. addressing political gatherings in support of, or in opposition to, a partisan candidate where the employee's occupations is mentioned or listed.
- C. **Candidates for Breckenridge City Commission.** Any City employee who enters a race for Breckenridge City Commission shall resign. If he loses the race, he can be reinstated to his previous position if the position is still open and available.
- D. **Candidates for Political Office.** Employees shall not hold an appointive or elective City office, a partisan office in any jurisdiction, or any other office where service would constitute a direct conflict of interest with City employment. If an employee decides to assume such an office, the employee shall resign from City employment or shall immediately forfeit employment with the City.

## CHAPTER 16 DRUG-FREE WORKPLACE

Effective May 1, 2022

### 16.01 Purpose

It is the desire of the City of Breckenridge to provide a drug-free, healthful; and safe workplace for all employees. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Violations of this policy may lead to disciplinary action, up to and including termination of employment.

### 16.02 General Policy Statement

The City has a “no tolerance” policy, whereby employees who test positive as a result of drug or alcohol testing, or who refuse to submit to a drug or alcohol test, shall be terminated. Employees who are terminated as a result of testing positive for drugs or alcohol or refusing to submit to a drug or alcohol test shall not be considered for re-employment with the City.

To maintain a drug-free workplace, the City prohibits the unlawful manufacture, distribution, dispensing, possession, sale, purchase, use or presence of illegal drugs, alcoholic beverages, or drug paraphernalia in the workplace, during working hours, on City premises or in a City vehicle.

### 16.03 Application of Policy

This policy applies to all City employees regardless of rank or position.

### 16.04 Definition of Drug

For purposes of this Chapter, the term “drug” includes alcohol, prescription drugs when not taken as directed by the employee’s doctor, illegal inhalants, and illegal drugs.

### 16.05 Voluntary Disclosure

An employee’s voluntary disclosure of a chemical dependency problem may result in required participation in a substance abuse or related rehabilitation or treatment program. An employee may not provide a “voluntary disclosure” upon being notified that he must submit to a drug or alcohol test.

Employees with questions or concerns about substance dependency or abuse may also wish to discuss these matters with their supervisor or the Human Resources Department to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have NOT resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of any substance not prescribed or approved by his attending physician; abides by all City policies, rules and prohibitions relating to conduct in the workplace; and if granting the leave shall not cause an undue hardship on the City.

### **16.06 Drug or Alcohol Convictions**

Under the Drug-Free Workplace Act, any employee must notify the Human Resources Department of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five (5) days of the conviction.

### **16.07 Employee Drug/Alcohol Testing**

All employees of the City of Breckenridge are subject to drug and/or alcohol testing. The following tests shall be conducted:

- A. Pre-employment** drug and/or alcohol tests shall be conducted after the employment offer has been made, and applicants will not be hired until results are received. All such tests will be conducted under the supervision of the City's designated physician or testing facility. Applicants who refuse to submit to pre-employment drug tests will not be considered for employment. The applicant may be considered for employment and retesting after a period of twelve (12) months.
- B. Post-Accident Testing** shall be conducted on all employees as soon as practical following the accident. The employee shall remain readily available for such testing or shall be deemed to have refused to submit to testing.
- C. Reasonable Suspicion Testing of Current Employees** shall be conducted when a trained supervisor has reasonable suspicion, or observes behavior, speech, appearance, or body odors, that may be characteristic of misuse of drugs or alcohol. Drug and alcohol testing shall occur as soon as practical following the supervisor's observation. The supervisor shall document his observations and forward the document to the Department Head and Human Resources Department. The Human Resources Department must concur with the Department Head's recommendation before a drug and alcohol test is performed.

### **16.08 U.S. Department of Transportation (DOT) Drug and Alcohol Testing**

The City shall comply with the Department of Transportation rules requiring drivers who hold a position requiring a Commercial Driver's License (CDL) to submit to random alcohol and drug testing. Employees holding a position that requires a commercial driver's license shall be tested on a random, unannounced basis for drugs and alcohol. The testing shall be performed with unpredictable frequency throughout the year. Employees shall be randomly selected for testing from a pool of employees who hold a commercial driver's license.

### **16.09 Consequences of Positive Test Results or Failure to Submit to a Test**

- A. Positive test.** Any current employee who tests positive for the presence of illegal drugs or alcohol in a reasonable suspicion, post-accident or DOT required drug and/or alcohol test shall be subject to disciplinary action, up to and including termination.
- B. Refusal.** Employees who refuse to submit to a drug and alcohol test required pursuant to this article shall be subject to disciplinary action, up to and including termination.

### **16.10 Disclosure of Prescription or Over-the-Counter Drug Use to Supervisor**

- A. Notification required.** Any employee who is legally taking a prescription drug or over-the-counter medication that causes him light-headedness, weakness, dizziness, drowsiness, sedation, loss of coordination, disorientation, or other comparable side effects is required to notify his supervisor prior to reporting for duty. If the prescription drug impairs the employee's ability to perform the essential functions of the job effectively and in a safe manner, the supervisor shall reassign the employee to other duties, if needed, for the duration of impairment, or request the employee to use his available leave.
- B. Failure to notify.** Employees who fail to notify their supervisor of such impairment, and who continue to work, may be required to take available leave, or to perform other assignments and may be subject to disciplinary action if supervisory intervention is required.

### **16.11 Employees on Designated On-Call Status**

Employees who are designated for "on-call status" are expected to be free of alcohol or illegal drugs, and available to report to work for the duration of their on-call status. "on-call" employees who fail to report to a call to duty, or who report for duty under the

influence of drugs or alcohol, may be subject to drug and alcohol testing and disciplinary action, up to and including termination.

### **16.12 Searches**

When reasonable suspicion exists, as defined by this article, the City reserves the right to conduct unannounced searches for unauthorized substances anywhere on City property, including, but not limited to, lockers, desks, file cabinets, City vehicles and employees' personal vehicles parked on City parking lots. Personal property on City premises shall also be subject to such searches. All such searches must be authorized and conducted under the direction of the City Manager or his designee, and the grounds for suspicion must be described in writing prior to the search. Employees who refuse to cooperate during such unannounced searches shall be subject to disciplinary action, up to and including termination.

## CHAPTER 17 ILLEGAL DISCRIMINATION AND HARASSMENT POLICY

Effective May 1, 2022

### 17.01 Purpose

The purpose of this policy is to provide all employees a work environment that is free from harassment, discrimination, and retaliation.

### 17.02 General Provisions

#### A. Policy Against Harassment

Pursuant to Title VII of the Civil Rights Act of 1964, The Age Discrimination in Employment Act of 1967 and Title II of the Genetic Information Nondiscrimination Act of 2008, the City prohibits all forms of discrimination, including harassment, on the basis of race, color, ancestry, religion, national origin, age, sex, genetics, marital status, disability, or veteran status. In keeping with this commitment, the City will not tolerate discrimination or harassment.

#### B. Human Resources Department

The Human Resources Department is responsible for enforcing this policy and will serve as the investigative officer for harassment, discrimination and retaliation issues. The Human Resources Department will receive training about harassment, discrimination and this policy, and will be responsible for investigating complaints.

#### C. Distribution of Policies

The Human Resources Department will distribute this policy to all employees. Employees are expected to read this policy and adhere to its provisions at all times.

#### D. Amendments

The City Commission reserves the right to amend this policy. The Human Resources Department will notify employees of changes to this policy.

## **E. Training**

The City shall provide mandatory training in discrimination and harassment matters for supervisors.

### **17.03 Definitions**

In this policy:

- A.** HARASSMENT consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's race, color, ancestry, religion, national origin, age, sex, genetics, marital status, disability, or veteran status.
- B.** SEXUAL HARASSMENT consists of unwelcome sexual advances, requests for sexual favors, or verbal or physical acts of a sexual or sex-based nature where:
  - 1. submission to the conduct is made an explicit or implicit term or condition of employment;
  - 2. submission to or rejection of the conduct is used as the basis for an employment decision; or
  - 3. the conduct unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

### **17.04 Prohibited Conduct**

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

- A.** Physical assaults, such as:
  - 1. rape, sexual battery, molestation, or attempts to commit these assaults; and
  - 2. intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another person's body, or poking another person's body.
- B.** Unwanted sexual advances, propositions, or other sexual comments, such as:

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

### **17.05 Individuals and Conduct Covered**

This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the City.



Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events. This policy also applies to citizens, vendors, and visitors to the workplace. Likewise, employees are also prohibited from harassing citizens, vendors, volunteers and other third parties.

#### **17.06 Complaint Procedure**

- A.** The City encourages employees who encounter harassment to firmly and promptly notify the offender in a professional manner that the behavior is unwelcome and that the conduct must stop.
- B.** An employee who experiences or observes harassment, discrimination or retaliation must report the incident to a supervisor, department head, or Human Resources Department, whomever the employee feels most comfortable approaching.
- C.** The complaint may be either oral or written. However, oral reports of harassment, discrimination or retaliation must be reduced to writing by either the complainant or the person who receives the complaint, and must be signed by the employee.
- D.** The supervisors and department heads must report all harassment, discrimination and retaliation complaints to the Human Resources Department.
- E.** Each complaint will be promptly and thoroughly investigated to determine whether the acts complained of occurred. Within a reasonable time, the Human Resources Department will produce a written report. The Human Resources Department will also recommend remedial measures based upon the results of the investigation, and the Human Resources Department or City Manager, as appropriate, will promptly consider and act upon the recommendation. To the extent practicable and allowed by the Texas Public Information Act, the City will keep complaints and the terms of their resolution confidential.
- F.** An employee will not be subject to retaliation or discipline for reporting or pursuing a harassment or discrimination complaint made in good faith.

### **17.07 Responsibility of Employees**

An employee or applicant for employment who has been harassed or knows of or suspects harassment in the workplace, sexual or otherwise, has the responsibility to report the conduct to a supervisor, a department head, or the Human Resources Department.

### **17.08 Duties and Responsibilities of Supervisors**

- A.** Supervisors must treat all complaints seriously and confidentially. Each case will be promptly and thoroughly investigated to determine whether the harassment, discrimination or retaliation complained of occurred.
- B.** All reports or suspicions of retaliation, discrimination or harassment, sexual or otherwise, which come to a supervisor's attention must be referred immediately to the Human Resources Department for investigation.

### **17.09 Discipline**

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling, and/or disciplinary action, including written reprimands, withholding of a promotion or pay increase, transfer, demotion, suspension, or termination. By enforcing this policy, the City will preserve the right of every employee and applicant for employment to enjoy a workplace free of discrimination and harassment of any type.

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

### **17.10 Disparate Treatment**

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related discussions or activities, including work-related social activities. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and policies of the City prohibit disparate treatment on the basis of sex or any other protected characteristic with regard to terms, conditions, privileges and prerequisites of employment.

### **17.11 Conclusion**

The City has developed this policy to ensure that all its employees can work in an environment free from harassment, discrimination and retaliation. The City is firmly committed to providing employees with a work environment where all individuals are treated with respect and dignity. All employees have the unconditional right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including harassment. Any employee who has any questions or concerns about these policies should talk with his or her supervisor, department head, the Human Resources Department, or the City Manager.

## CHAPTER 18 DISCIPLINE AND APPEAL PROCEDURES

Effective May 1, 2022

### 18.01 Fair and Equitable Standards

It is the intent of the Discipline and Appeal Procedures to safeguard the rights of all employees, to ensure that all employee actions are judged by fair and equitable standards, and to require that all rules are applied on an equitable basis. A statement of reasons for disciplinary action, up to and including termination, is intended to benefit the employee in assisting the employee to retain employment or to improve performance and is not intended to, nor does it, create a contract, either express or implied, or a property interest, in continued employment.

### 18.02 Probationary Employees cannot File an Appeal

An employee cannot file an appeal if he is still within his probationary period (first six months of employment).

### 18.03 Guidelines

The Human Resources Department is authorized and directed to disseminate guidelines and procedures, consistent with the City's personnel policies and ordinances, as are reasonably necessary and appropriate to implement the rules of employee conduct and discipline.

### 18.04 Pre-Clearance by Human Resources Department

In all matters involving a written reprimand, suspension, demotion or termination, the Human Resources Department shall be consulted prior to the implementation of such action in order to ensure equitable and consistent treatment of employees.

### 18.05 Types of Disciplinary Action

- A. In making a decision as to what type of discipline should be imposed, the department or division head should consider such factors as the type and severity of the offense(s), the employee's work record, and any mitigating circumstances which may be relative to the situation.

**B.** The following disciplinary actions are not exclusive and may be initiated against an employee for violations of these Regulations and/or City or departmental rules and regulations:

**1. Employee Counseling**

Employee counseling is designed to provide constructive feedback to the employee for infractions that need improvement. This type of action is generally of a non-disciplinary nature. A written notation of this session shall be maintained in the department or division file, which, upon separation from employment, shall become a permanent part of the employee's personnel file.

**2. Documented Oral Reprimand**

An oral reprimand is best suited for a minor rule infraction or incident of substandard performance. An oral reprimand should identify violations and indicate areas needing improvement. A written record of this warning shall become a permanent part of the employee's personnel file.

**3. Written Reprimand**

A written reprimand is a formal warning of an infraction that may result in suspension, demotion, or termination should the violation recur. Included in the written reprimand shall be a statement(s) of the specific violation(s) of policy, the specific incident(s) causing the action, what changes in behavior are expected what penalty shall be imposed if no changes are made by the employee, and the right to appeal. The employee shall be given the opportunity to respond in written form to the written reprimand. Both the disciplining Supervisor and the employee should sign the written reprimand. Copies of the written reprimand and all supporting documentation, if any, shall become a permanent part of the employee's personnel file.

**4. Suspension**

A suspension is to bring about a change in behavior and may result in time off without pay. The employee should be encouraged to reflect on his behavior during the suspension and to decide whether he wishes to correct the offending behavior or terminate his employment.

A Department Head may suspend an employee without pay for a period of not less than one (1) hour nor more than ten (10) working days. Prior to suspending an employee, the Department Head shall confer with the Human Resources Department. Suspension for more than ten (10) working days requires the written approval of the City

Manager. The Department Head contemplating a suspension shall give written notice to the employee stating:

- a. the type of disciplinary action contemplated,
- b. the specific rule(s) or policy(s) violated,
- c. the specific incident(s) causing the action,
- d. the employee's right to appeal to the City Manager within a specified time, and
- e. the finality of the action if the employee fails to appeal within the specified time period, and
- f. an opportunity for the employee to provide a written or verbal statement in response to the allegations.

Upon review of any information provided by the employee, the Department Head shall make his final determination in writing. The suspension documentation shall become a permanent part of the employee's personnel file.

## **5. Demotion**

A Department Head may demote an employee for a disregard or violation of these Regulations and/or any City or departmental rule or regulation, or for repeated refusal or inability to improve performance. Prior to demoting an employee, the Department Head shall confer with the Human Resources Department regarding the proposed demotion.

Demotions may be either permanent or for a predetermined specified period of time, and shall result in a reduction of salary. The Department Head contemplating a demotion shall give written notice to the employee stating:

- a. the type of disciplinary action contemplated,
- b. the specific rule(s) or policy(s) violated,
- c. the specific incident(s) causing the action,
- d. the employee's right to appeal to the City Manager within the specified time,

- e. the finality of the action if the employee fails to appeal within the specified time period, and
- f. an opportunity for the employee to provide a written or verbal statement in response to the allegations.

Upon review of any information provided by the employee, the Department Head shall make his final determination in writing. The demotion documents shall become a permanent part of the employee's personnel file.

## 6. Termination

A Department Head contemplating a termination shall give written notice to the employee stating:

- a. the type of disciplinary action contemplated,
- b. the specific rule(s) or policy(s) violated,
- c. the specific incident(s) causing the action,
- d. the employee's right to appeal to the City Manager within the specified time,
- e. the finality of the action if the employee fails to appeal within the specified time period, and
- f. an opportunity for the employee to provide a written or verbal statement in response to the allegations.

Upon review of any information provided by the employee, the Department Head shall make his final determination in writing. The termination documents shall become a permanent part of the employee's personnel file.

## 18.06 Procedures to Appeal a Written Reprimand

- A. Any employee dissatisfied with any written reprimand received by that employee may file a written appeal to his Department Head within three (3) working days of the action taken. In the event the Department Head or the City Manager has rendered the written reprimand, the Department Head's or City Manager's action shall be non-appealable.
- B. The written appeal must be submitted to the Department Head and shall contain the following information:

1. The type of disciplinary action being appealed and the effective date of the action;
  2. The specific reason the discipline is judged to be unjust or otherwise in error;
  3. The remedy or solution sought; and
  4. The signature of the disciplined employee.
- C.** The Department Head shall discuss the facts surrounding the disciplinary action with the affected employee. A careful review of the charges and evidence of the action and/or omission shall be conducted by the Department Head. The Department Head shall respond in writing to the employee, stating the disposition of the written reprimand within three (3) working days of the discussion. The Department Head may sustain, reverse, modify, or amend the action taken as he determines is just and equitable under all the facts and circumstances of the case.

### **18.07 Appeal Review Board**

The Appeal Review Board shall hear and make recommendations on disciplinary actions involving a suspension, demotion or termination from which an appeal has been taken to the City Manager. The Appeal Review Board shall hear all appeals submitted to the City Manager and shall consist of three (3) mid- and/or senior-level management staff members designated by the City Manager.

The City Manager should attempt to rotate appointments over time and a member of the Appeal Review Board should recuse himself if an appeal to be heard by the Board has been filed by an employee who works under the supervision of that member of the Board or who works in the same department and/or division. In such situations, the City Manager may appoint a temporary replacement for purposes of that appeal if the City Manager determines it is in the best interest of the City and the parties to do so. The Appeal Review Board may adopt rules governing its procedures.

### **18.08 Procedures to Appeal a Termination, Demotion, or Suspension**

- A.** Any employee who is terminated, demoted, or suspended without pay shall have a right to appeal that decision to the City Manager. The right to appeal must be exercised within three (3) working days of the date of the decision, by filing a written request with the City Manager and a copy to the Human Resources Department for a hearing before the Appeal Review Board. If the employee fails to appeal the decision of the department or division head in accordance with these provisions, the decision of the Department Head shall become final and non-appealable.



- B.** In the event an appeal is requested, the Appeal Review Board shall hear the appeal within a reasonable amount of time. The Appeal Review Board shall render a written recommendation to the City Manager within a reasonable amount of time after the conclusion of the hearing. The Appeal Review Board may recommend to the City Manager that he sustain, reverse, modify or amend the action taken. Further, the appeal hearing may be audiotaped and, if so, the audiotape shall become part of the employee's permanent personnel file.
- C.** Any hearing conducted by the Appeal Review Board for a termination, demotion, or suspension shall proceed as follows:
1. City representative(s) shall be allowed to make a presentation of the City's case, explaining and detailing the reasons for the disciplinary action imposed. Such presentation may include the production of witnesses and/or documentation supporting the disciplinary action imposed.
  2. After the City's presentation, the employee or his attorney shall be permitted to ask questions and/or cross examine witnesses. Thereafter, the affected employee or his attorney shall be permitted to make any statements or produce witnesses and/or documentation on the employee's behalf.
  3. After the employee's presentation, the City representative or the City's attorney shall be permitted to ask questions and/or cross examine witnesses. Both sides shall be permitted to ask questions and/or cross examine witnesses. Both sides shall be permitted to make a closing statement, if desired. At any time during the hearing, members of the Appeal Review Board may ask questions of the City's representative(s), the employee and any witnesses. The hearing presentation or procedure referenced herein may be modified and there is no absolute right to any hearing procedure or presentation. Further, the failure to follow any hearing presentation or procedure referenced herein does not create any additional appeal rights.

### **18.09 City Manager's Review and Determination**

Upon receipt of the Appeal Review Board's recommendation, the City Manager shall have twenty (20) working days to make a determination or to conduct a hearing if he deems that further information is needed to render a final decision. After reviewing evidence presented, the City Manager may sustain, reverse, modify, or amend the action taken as he determines is just and equitable under all the facts and circumstances of the case. The decision of the City Manager is final and non-appealable.

### **18.10 Failure to Follow Appeal Procedure**

If any employee fails to appeal an action within the time limits specified in this chapter or in accordance with the guidelines and procedures promulgated by the Human Resources Department or fails to appear at any hearing, the disciplinary action shall be final and non-appealable.

### **18.11 “Working Days” Defined**

“Working days”, as referenced in this section, means the scheduled work days of the person responsible for initiating an action in these rules and regulations for which a time limit is established. Time limits begin to run the working day following the incident, event, hearing, or notice.

### **18.12 Appeal Not Answered**

If an appeal is not answered within the specific time limits, the employee may proceed to the next step in the appeal process.

### **18.13 Time Limits**

Any time limit specified in the procedures under this chapter may be extended by mutual agreement.

### **18.14 Inapplicability**

Reclassifications and reductions in force are not appealable personnel actions. Any employee reclassified or separated from City employment as a result of a reduction in force has no right to appeal such actions.

## **CHAPTER 19 GRIEVANCE AND APPEAL PROCEDURES**

**Effective May 1, 2022**

### **19.01 Grievance Defined**

A grievance is an allegation regarding the violation, misinterpretation, or improper application of a specific State or Federal law, City policy or ordinance. This does not include questioning the substance of policy nor complaints regarding disciplinary action or an employee's individual working conditions.

### **19.02 Probationary Employees cannot File a Grievance**

An employee cannot file a grievance if he is still within his probationary period (first six months of employment).

### **19.03 Grievance Procedure and Appeals**

- A.** An employee shall, within three (3) working days of the date of the incident occurred or from which he could have become knowledgeable of the incident, discuss the matter with his supervisor. If the supervisor is not able to resolve the matter, or fails to respond, the employee may, within three (3) working days of the date the grievance was first discussed with the supervisor, present a grievance in writing to the Department Head with a copy to the Human Resources Department. The Department Head shall respond in writing within ten (10) working days of the receipt of the grievance.

If the Department Head is the employee's immediate supervisor, the employee may, within three (3) working days of the date the grievance was first discussed with the Department Head, present the grievance in writing to the City Manager with a copy to the Human Resources Department. The City Manager, within three (3) working days, will designate himself or a designee to hear the grievance.

- B.** The City Manager or his designee shall review the grievance and render a decision within ten (10) working days after receiving the grievance, unless extension of time is required in order to gather additional information. The decision of the City Manager or his designee regarding the grievance is non-appealable.

- C. A grievance initiated by any Department Head shall be reviewed by the City Manager. The decision of the City Manager regarding the grievance is non-appealable.

#### **19.04 Failure to Follow Grievance Procedure**

If any employee fails to appeal an action or fails to file a grievance within the time limits specified in this Chapter; fails to appeal or grieve in accordance with the provisions of this Chapter or in accordance with the guidelines and procedures promulgated by the Human Resources Department; or fails to appear at a hearing, the grievance decision shall be final and non-appealable.

#### **19.05 “Working Days” Defined**

“Working Days”, as referenced in this section, means the scheduled work days of the person responsible for initiating an action in these rules and regulations for which a time limit is established. Time limits begin to run the working day following the incident, event, hearing, or notice.

#### **19.06 Appeal or Grievance Not Answered**

If a grievance is not answered within the specific time limits, the employee may proceed to the next step in the grievance process.

#### **19.07 Time Limits Extended**

Any time limit specified in the procedures under this Chapter may be extended by mutual agreement.

## CHAPTER 20 SEPARATION FROM EMPLOYMENT

Effective May 1, 2022

### 20.01 Resignation in Good Standing

For an employee to resign in good standing, he must submit a written resignation to the Department Head at least two (2) weeks before the effective date of the resignation. Any waiver of this rule must be approved by the Department Head and City Manager.

### 20.02 Leave Not Allowed

An employee shall not be allowed to use any available exempt, comp, personal days, vacation or holiday leave during his two (2) weeks' notice period unless specifically authorized by the Department Head.

### 20.03 Return of City Property

All records, property, or other instruments, including this Personnel Manual, belonging to the City of Breckenridge in the possession of the separated employee shall be returned before a final paycheck will be issued. This includes any serviceable uniforms furnished to the employee by the City.

### 20.04 Pay Upon Separation

All employees who leave the service of the City for any reason shall receive all pay which legally may be due them. Any indebtedness to the City which the employee may have incurred shall be deducted from the final paycheck.

Generally, the City does not pay accrued paid time off to employees who leave employment. Any unused paid time off is forfeited upon an employee's work separation. However, unused vacation leave may be paid out under the following circumstances:

- A. If an employee is involuntarily separated from employment for economic reasons as part of a reorganization or a reduction in the workforce, the employee will receive the full balance of accrued, but unused vacation leave.

- B.** If an employee retires from employment pursuant to the City's retirement policy, the employee will receive the full balance of accrued, but unused vacation leave.
- C.** If an employee voluntarily resigns from employment with at least two weeks' advance written notice, the employee will receive the full balance of accrued, but unused vacation leave.

Paid or unpaid leave time may not be counted toward a notice period under this policy unless specifically authorized by the Department Head. Any payment made under this provision will be subject to set-offs and deductions for any amounts due or owing pursuant to legal requirements and to the wage deduction authorization agreement signed by the employee.

### **20.05 Reduction in Force**

Employees may be discharged for lack of work or funds, or the elimination of positions. Insofar as practicable, or for the betterment of the department, Department Heads shall endeavor to give advance notice of such reduction in force.

### **20.06 Elimination of Positions**

The City Manager may eliminate a position of employment when one or more of the following conditions exists:

- A.** When the position is no longer required in order to provide services for the citizens of Breckenridge;
- B.** When budgeted manpower ceilings have been exceeded;
- C.** When there is insufficient revenue to support the function of the position; or
- D.** When there is a reorganization.

### **20.07 Exit Interviews**

The City usually provides separating employees with an exit interview prior to their last day of work. The purpose of the exit interview is to finalize all compensation due, return City equipment, provide explanation of any continuing benefits, review employment history, discuss the reason(s) for the separation, and solicit constructive feedback to improve the City. Exit interviews are conducted

confidentially by the Human Resources Department. Information discussed during the exit interview may be shared with the City Manager's office and acted upon as deemed appropriate by the City. The Department Director (or designee) is responsible for promptly notifying the Human Resource Department of all separations, arranging for the exit interview and providing documentation of receipt of all departmental and/or City property from the exiting employee.



# Commission Meeting Agenda Item Memorandum

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**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

April 5, 2022

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**PRESENTER:**

Erika McComis, City Manager

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**ITEM DESCRIPTION:**

Consider approval of Resolution 2022-12 approving a contract for the purpose of financing the purchase of a tractor and vehicles.

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**BACKGROUND INFORMATION:**

The proposed resolution is to authorize the purchase of vehicles in the parks, streets, and water department. The parks department is in need of a tractor for use in mowing the city facilities, parks and cemetery. The water department recently had a meter reader vehicle break down and is now out of commission.

The contract is for an amount not to exceed \$141,652.21 and will be for one tractor and three trucks. The first of three annual payments of \$50,413.78 on the contract will not be due until March of 2023 and will be budgeted in the equipment replacement fund. The fund balance for the equipment replacement fund at this time is \$113,960.

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**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure: \$151,241.34
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by: McComis

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**LEGAL REVIEW:**

Not applicable.



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**ATTACHMENTS:**

Resolution

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**RECOMMENDED MOTION AND/OR ACTION:**

Move to adopt Resolution 2022-12 as presented.

## PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.9867** (hereafter referred to as the "Finance Contract") is dated as of **April 5, 2022**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Breckenridge**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from various vendors that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

**1. Term and Payments.** The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

**2. Security, Levy of Taxes, Budgeting.**

**(a)** During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

**(b)** The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

**3. Deposit into the Payment Fund.**

**(a)** Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

**(b)** Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution, the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

**(c)** The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

**4. Taxes.** The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

**5. The Issuer's Covenants and Representations.** The Issuer covenants and represents as follows:

**(a)** The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

**(b)** All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

**(c)** There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

**(d)** The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

**(e)** The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

**(f)** No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

**(g)** The Issuer will pay the Payments due by check, wire transfer, or ACH only.



**6. Use and Licenses.** The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

**7. Maintenance.** The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

**8. Damage to or Destruction of Property.** The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

**9. No Warranty.** EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

**10. Evidence of Indebtedness and Security Agreement.**

**(a)** An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Schedule Date of the EXHIBIT B, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

**(b)** A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

**(c)** If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

**11. Default and Remedies.**

**(a)** Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

**(1)** the failure to make payment of the Payment when the same becomes due and payable; or

**(2)** default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

**(b)** Remedies for Default.

**(1)** Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

**(2)** The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

**(c)** Remedies Not Exclusive.

**(1)** No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

**12. Assignment.** Without GCC's prior written consent, the Issuer will not either **(a)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or **(b)** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

**13. Personal Property.** The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

**14. GCC's Right to Perform for The Issuer.** If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

**15. Interest on Default.** If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

**16. Notices.** Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

**17. Prepayment.**

**(a)** The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date which has an amount shown in the "Early Redemption Value" column of Exhibit B attached hereto. "N/A" shall mean not prepayable. The Issuer shall not have the right to prepay the Finance Contract in part at any time.

**(b)** As condition precedent to the Issuer's right to make, and GCC's obligation to accept, any such prepayment, GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

**18. Continuing Disclosure.** Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

**19. Tax Exemption.**

**(a)** The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2022 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

**(b)** The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Schedule Date of the EXHIBIT B, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Schedule Date of the EXHIBIT B and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

**(c)** The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

**(d)** The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

**(e)** There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

**(f)** The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

**(g)** The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

**(h)** The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

**20. Miscellaneous.**

**(a)** Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

**(b)** This Finance Contract shall be construed in accordance with and governed by the state of Texas laws.

**(c)** This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

**(d)** Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

**(e)** Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

**(f)** The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

**(g)** Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

**(h)** Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

**(i)** Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if we have at least ten (10) full time employees, then we, by its execution of this Contract represent and warrant to the Issuer that GCC does not boycott Israel and will not boycott Israel during the term of this Contract.

**(j)** Pursuant to Texas Government Code Chapters 2274 and 809, if this Contract is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the Issuer that GCC does not boycott energy companies and will not boycott energy companies during the term of this Contract.

**(k)** Pursuant to Texas Government Code Chapter 2274, if this Contract is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the Issuer that GCC does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Contract.

**(l)** GCC verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If we have misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Contract.

**(m)** THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2022.

Government Capital Corporation

\_\_\_\_\_  
Authorized Signature  
345 Miron Dr.  
Southlake, TX 76092

Witness Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

**The Issuer:** City of Breckenridge

\_\_\_\_\_  
Bob Sims, Mayor  
105 North Rose Avenue  
Breckenridge, TX 76424

Witness Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

**EXHIBIT A**

Public Property Finance Act Contract **No.9867** (THE "FINANCE CONTRACT")  
 By and Between  
 Government Capital Corporation and **the Issuer**, City of Breckenridge  
 Dated as of April 5, 2022

QTY	DESCRIPTION
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Personal Property	Property Cost: \$141,652.21	Payback Period: Three (3) Annual Payments
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**Tractor and Vehicles**

One (1)	John Deere 3038E Compact Utility Tractor includes: Canopy for 1-5 Series Tractor
One (1)	2022 Ford F-150 4x4 Regular Cab
One (1)	2022 Chevrolet 3500 4x4 Crew Cab
One (1)	2022 Toyota Tacoma

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PROPERTY LOCATION:  
 105 North Rose Avenue  
 Breckenridge, TX 76424

**EXHIBIT B**

**>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<**

PUBLIC PROPERTY FINANCE ACT CONTRACT **No.9867** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Breckenridge

Schedule Dated as of April 15, 2022

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	4/15/2023	\$50,413.78	\$4,742.52	\$45,671.26	\$97,809.74
2	4/15/2024	\$50,413.78	\$3,213.44	\$47,200.34	\$49,401.06
3	4/15/2025	\$50,413.78	\$1,633.17	\$48,780.61	\$0.00
Grand Totals		\$151,241.34	\$9,589.13	\$141,652.21	

Interest Rate: 3.348%

### INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.9867** (THE "FINANCE CONTRACT")  
By and Between  
Government Capital Corporation and **the Issuer**, City of Breckenridge  
Dated as of April 5, 2022

I, Erica McComis, do hereby certify that I am the duly elected or appointed and acting City Manager/City Secretary, of City of Breckenridge, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.9867, between City of Breckenridge (the "Issuer") and Government Capital Corporation ("GCC").

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Bob Sims	Mayor	_____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Erica McComis, City Manager/City Secretary



***[to be retyped on letterhead of the Issuer counsel]***

Government Capital Corporation  
345 Miron Dr  
Southlake, TX 76092

RE: Public Property Finance Act Contract No.9867

I have examined the Public Property Finance Act Contract No.9867 (the "Finance Contract") between the City of Breckenridge (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the City of Breckenridge of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.9867.

I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,

Attorney at Law

# RESOLUTION

## A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING "A TRACTOR AND VEHICLES".

WHEREAS, City of Breckenridge (the "Issuer") desires to enter into that certain Finance Contract No.9867, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "a Tractor and Vehicles". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF BRECKENRIDGE:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "a Tractor and Vehicles".

Section 2. That the Finance Contract dated as of April 5, 2022, by and between the City of Breckenridge and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the Mayor or the Mayor's designee, as the authorized signer of the Finance Contract Number 9867 dated as of April 5, 2022, by and between the City of Breckenridge and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_ by a vote of \_\_\_\_\_ Ayes to \_\_\_\_\_ Nays and is effective this \_\_\_\_\_, 2022.

**Issuer:** City of Breckenridge

Witness Signature

\_\_\_\_\_  
Bob Sims  
Mayor

\_\_\_\_\_  
Erica McComis  
City Manager/City Secretary

## WIRE TRANSFER FORM

\*\*\* FINANCIAL INSTITUTION INFORMATION \*\*\*

Bank's Name: \_\_\_\_\_

Bank's Address: \_\_\_\_\_

Bank's Phone#: \_\_\_\_\_

Bank's Fed Routing#: \_\_\_\_\_

(Please confirm with bank since it may be different from routing number on deposit slip)

Bank Account Name: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

Ref (if needed): \_\_\_\_\_

\_\_\_\_\_

**Please note that while there will not be a charge for our outgoing wire, your Bank may charge a fee for the incoming wire**

I hereby authorize Government Capital Corporation to transfer any monies due via wire transfer directly to our bank.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Form **8038-G**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>City of Breckenridge</b>		2 Issuer's employer identification number (EIN) <b>75-2334465</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>Erica McComis, City Manager</b>		3b Telephone number of other person shown on 3a <b>254-559-8287</b>	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
<b>105 North Rose Avenue</b>		3	
6 City, town, or post office, state, and ZIP code <b>Breckenridge, TX 76424</b>		7 Date of issue <b>April 15, 2022</b>	
8 Name of issue <b>Public Property Finance Act Contract No.9867</b>		9 CUSIP number <b>None</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Bob Sims, Mayor</b>		10b Telephone number of officer or other employee shown on 10a <b>254-559-8287</b>	

<b>Part II Type of Issue (enter the issue price).</b> See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶ <b>A Tractor and Vehicles</b>		18	<b>\$141,652 21</b>
19a If bonds are TANs or RANs, check only box 19a	▶ <input type="checkbox"/>		
b If bonds are BANs, check only box 19b	▶ <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box	▶ <input type="checkbox"/>		

<b>Part III Description of Bonds.</b> Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<b>04/15/2025</b>	<b>\$ 141,652.21</b>	<b>\$ 141,652.21</b>	<b>2.0219</b> years	<b>3.348 %</b>

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>			
22	Proceeds used for accrued interest	22	<b>N/A</b>
23	Issue price of entire issue (enter amount from line 21, column (b))	23	<b>\$141,652 21</b>
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	<b>N/A</b>
25	Proceeds used for credit enhancement	25	<b>N/A</b>
26	Proceeds allocated to reasonably required reserve or replacement fund	26	<b>N/A</b>
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	<b>N/A</b>
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	<b>N/A</b>
29	Total (add lines 24 through 28)	29	<b>N/A</b>
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<b>\$141,652 21</b>

<b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	<b>N/A</b> years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	<b>N/A</b> years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	<b>N/A</b>
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Item 8.

Form 8038-G (Rev. 9-2018)

Page **2**

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input checked="" type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	_____ Signature of issuer's authorized representative	_____ Date	<b>Bob Sims, Mayor</b> Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

Form **8038-G** (Rev. 9-2018)

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## WEST-CENTRAL-TEXAS-MUNICIPAL-WATER-DISTRICT

410 Hickory Street, Abilene, TX 79601, Phone 325-673-8254, Fax 325-673-8272, [www.wctmwd.org](http://www.wctmwd.org)

March 1, 2022

Mayor Sims  
City of Breckenridge  
105 N. Rose  
Breckenridge, TX 76424-3531

Dear Mayor Sims:

Our records indicate that Scott Harris' term as Director on the WCTMWD Board will expire this May.

Please notify me at your first convenience of his reappointment or replacement. Ideally, we would like to receive all appointments by May 1, 2022 in order to be prepared for the May 11<sup>th</sup> Board meeting. Please let me know if I can be of any assistance.

Sincerely,

A handwritten signature in blue ink that reads "Debbie Strayer". The signature is fluid and cursive.

Debbie Strayer  
Administrative & Finance Specialist  
[debbie.strayer@wctmwd.org](mailto:debbie.strayer@wctmwd.org)

CC: Scott Harris