



TOWN COUNCIL REGULAR MEETING

Wednesday, October 18, 2023 at 6:00 PM

Fulton Council Chambers, 201 N. 7th Street

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

OBSERVE A MOMENT OF SILENCE/PRAYER

CITIZENS TO BE HEARD (PUBLIC FORUM)

Public participation is valued and at this time, comments limited to three (3) minutes will be taken from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to citysec@fultontexas.org by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- 1. Discuss/Approve/Disapprove** minutes of the Regular Meeting held on October 4, 2023.
- 2. Discuss/Approve/Disapprove** July 2023 financial reports.

ITEMS FOR CONSIDERATION

- 3.** Receive a report from Shelly Stuart, President/CEO, and Shanon Biggerstaff of the quarterly expenditures and activity for the HOT funds for the Rockport-Fulton Chamber of Commerce.
- 4. Discuss/Approve/Disapprove** Teal Construction Company's use of a residential property located at 307 N. 6th Street, Fulton, Texas for a temporary commercial purpose as their worksite for the Fulton Elementary School project.
- 5. Discuss/Approve/Disapprove** Professional Services Agreement Between Town of Fulton, Texas and SAFEbuilt Texas, LLC for inspection services.
- 6. Discuss/Approve/Disapprove** Ordinance No. 316 an Ordinance Repealing Ordinance 184 Relating to Health Inspections; Repealing Ordinances in Conflict; Providing a Severance and Effective Date.
- 7. Discuss/Approve/Disapprove** revisions to the Town of Fulton Personnel Policy.

- 8. Discuss/Approve/Disapprove** variance for replat request by Ubaldo Vasquez on Lots 9-R & 10-R, Block 15 Townsite.
- 9. Discuss/Approve/Disapprove** payment of Town of Fulton's attorney fees invoiced in the pending lawsuit with John William Johnson.

CLOSED SESSION

The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.

OPEN SESSION

Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).

ANNOUNCEMENTS

- 10.** Mayor's Update.
- 11.** The next Regular Fulton Town Council Meeting will be held Wednesday, November 1, 2023, beginning at 6:00 pm.

EXECUTIVE SESSION - PUBLIC NOTICE is given that the Town Council may elect to go into executive session at any time during the meeting in order to discuss any matters listed on the agenda when authorized by the Open Meetings Act, Chapter 551, Texas Government Code. If the Council elects to go into executive session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the executive session will be publicly announced by the Mayor. The Council may deliberate and take action in open session on any issue that may be discussed in executive session.

ADJOURNMENT

NOTICE

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/729-5533 or by email at citysec@fultontexas.org for further information. Braille Is Not Available. The Town of Fulton reserves the right to convene into Closed Session under Government Code 551.071-551.074 and 551-086.

CERTIFICATION

I certify that the above notice of meeting was posted at Town Hall, 201 N. Seventh Street, Fulton, Texas, on Friday, October 13, 2023, at 4:00 p.m., and at the U.S. Post Office located at 301 Cactus Street, Fulton, Texas. I further certify that the following News Media were properly notified of this meeting as stated above: The Rockport Pilot.

/S/ Stephanie Garcia, City Secretary

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT 2022-2023

Description of Expense	Approved Budget	1st Quarter Expenses	2nd Quarter Expenses	3rd Quarter Expenses	4th Quarter Expenses	Total	Number of Heads In Beds
Accounting Fees	1,150.00	-	-	-	-	-	-
Advertising and promotion	21,799.30	21,974.00	-	10,941.20	-	32,915.20	-
Bank & Card Fees	-	10.50	7.00	7.00	7,058.80	7,083.30	-
Conference Fees	-	-	-	-	-	-	-
Contract Services	3,333.24	-	-	-	-	-	-
Event funding assistance	-	-	-	-	-	-	-
Dues and Subscriptions	-	-	-	-	-	-	-
Equipment lease and maintenance	-	-	-	-	-	-	-
Food, beverages and meals	-	-	-	364.23	27.46	391.69	-
Maintenance and repairs	-	-	-	-	-	-	-
Mileage and travel	840.00	-	-	889.00	-	889.00	-
Postage and freight	-	-	-	-	-	-	-
Printing and publication	-	-	-	-	-	-	-
Prizes, gifts and awards	-	-	-	-	-	-	-
Rentals and fees	-	-	-	-	-	-	-
Supplies	-	-	-	80.00	-	80.00	-
Tax and license	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-
Telephone Internet Service	-	-	-	-	-	-	-
Utilities	-	51.40	50.85	33.76	16.42	152.43	-
Interest	120.00	-	-	-	-	-	-
Web site maintenance	-	-	-	-	-	-	-
Administrative services reimbursement	21,600.00	5,400.00	3,600.00	7,200.00	5,400.00	21,600.00	-
Inter Fund Support	1,600.00	-	-	-	-	-	-
TOTAL REQUESTED	50,442.54	27,435.90	3,657.85	19,515.19	12,502.68	63,111.62	516,594
Description of Administrative Expenses	Current Fiscal Year Administrative Expenses	Fiscal Year Administrative Actual	Percentage of Fiscal Year				
Administrative services reimbursement	21,600.00	21,600.00	100.00%				
Totals	21,600.00	21,600.00	100.00%				

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF FULTON, TEXAS
AND SAFEbuilt TEXAS, LLC**

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

RECITALS

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

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

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

1. SCOPE OF SERVICES

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

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

2. CHANGES TO SCOPE OF SERVICES

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

3. FEE STRUCTURE

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

4. INVOICE & PAYMENT STRUCTURE

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

5. TERM

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

6. TERMINATION

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

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

7. FISCAL NON-APPROPRIATION CLAUSE

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

8. MUNICIPALITY OBLIGATIONS

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

9. PERFORMANCE STANDARDS

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

10. INDEPENDENT CONTRACTOR

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

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

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

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

11. ASSIGNMENT AND SUBCONTRACT

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

12. INDEMNIFICATION

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

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

incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

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

14. INSURANCE

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

15. THIRD PARTY RELIANCE

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

16. OWNERSHIP OF DOCUMENTS

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

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

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

18. CONFIDENTIALITY

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

19. CONSULTANT PERSONNEL

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

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

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

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

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

<p>If to Municipality: Johnny Davis, Building Codes & Facilities Town of Fulton PO Box 1130 Fulton, Texas 78358 Email: opsdirector@fultontexas.org</p>	<p>If to Consultant: Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com</p>
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24. FORCE MAJEURE

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

25. DISPUTE RESOLUTION

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

26. ATTORNEY'S FEES

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

27. AUTHORITY TO EXECUTE

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

28. CONFLICT OF INTEREST

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

29. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

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

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

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

31. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES

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

32. GOVERNING LAW AND VENUE

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

33. COUNTERPARTS

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

34. ELECTRONIC REPRESENTATIONS AND RECORDS

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


35. WAIVER

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

36. ENTIRE AGREEMENT

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

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



Gary Amato, CAO
SAFEbuilt Texas, LLC

September 27, 2023

Date

Signature
Town of Fulton, Texas

Date

Name and Title
Town of Fulton, Texas

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. FEE SCHEDULE

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

2. CODE REFERENCE

- 2.1. Plan Review and Inspection of commercial and residential construction to verify compliance with the Municipality’s locally adopted codes and amendments to those locally adopted codes and the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, and the current edition of the National Electrical Code (or later versions as adopted by the Municipality), as published by the National Fire Protection Association.

3. PLAN REVIEW

- 3.1. Plan Review shall be performed within ten (10) days of notification by the Municipality. All reasonable effort shall be made by Consultant to perform plan reviews when, at the request of the Municipality, there is a need for immediate services.

PLAN REVIEW FEES	
Residential Projects	
Residential Single-Family Home (New, Addition, or Model)	\$ 175 per plan review
Residential Miscellaneous (Remodel, duplicate of Model previously reviewed or other plan review)	\$ 125 per plan review
Commercial Projects	
Commercial Projects < \$200k project value	\$ 225 per plan review
Commercial Projects > \$200k project value	30% of Muni Comm Permit Fee

4. INSPECTIONS

- 4.1. Inspections requested by 4pm shall be performed the next business day by Consultant. All reasonable effort shall be made by Consultant to perform inspections when, at the request of Consultant, there is a need for immediate services. Such inspections shall be performed at no additional cost to Municipality. Consultant will provide next day inspection services for all inspection request received before 4 pm. Inspection only services for all projects will be provided on a stop basis fee as detailed in the table below:

INSPECTION FEES	
Residential and Commercial - Local	\$ 50 per stop
EXAMPLE OF A STOP – One Address, All Inspections = One Stop	
123 Alphabet Lane	Plumbing Rough - Electrical Rough - Mechanical Rough

5. HOURLY RATES – SERVICES BEYOND PLAN REVIEW AND INSPECTIONS

- 5.1. Consultant may provide Municipality with a qualified Permit Technician, Building Official, City Planner, Floodplain Reviewer, Fire Marshal, Sub-Standard Building Inspector, Senior City Planner or Civil Engineer to perform duties as requested.
- 5.2. Assist the Building Department in implementing procedures to make the building department more effective, advise and assist with engineering reviews, zoning ordinance review and edits, project management, code adoption or other services as requested. Consultant staff shall make a diligent effort to recommend and implement agreed upon improvements.
- 5.3. Municipality from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. Even when Consultant is performing Building Official responsibilities for the Municipality, the final interpretive authority rests with the Municipality.
- 5.4. Floodplain Review Services includes assisting with the Municipality floodplain oversight program. Typically, this service includes review of elevation certificate, assist with floodplain documentation required prior to Certificate of Occupancy, and assess Municipality current floodplain review practices and ordinance. For this service all time worked is on an hourly basis per fee schedule below.
- 5.5. Consultant provides Sub-Standard Building Inspection Services on an as requested basis. Typically, this service includes performing a building inspection at reported address, provide a written report of findings, attendance at City Council meeting for further discussion, or Municipal Court hearing as requested by Municipality. For this service all time worked is on an hourly basis per fee schedule below.
- 5.6. These services detailed shall be performed at an hourly rate for a fee as detailed below:

HOURLY RATE SCHEDULE	
Permit Tech Services	\$ 60 per hour
Building Official / City Planner / Floodplain Review Services	\$ 105 per hour
Fire Marshal / Sub-Standard Building Inspection Services	\$ 125 per hour
Senior City Planner	\$ 150 per hour
Civil Engineer	\$ 250 per hour

EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE-BUILT PROVIDED SOFTWARE

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

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ORDINANCE NO. 316

AN ORDINANCE REPEALING ORDINANCE 184 RELATING TO HEALTH INSPECTIONS; REPEALING ORDINANCES IN CONFLICT; PROVIDING A SEVERANCE AND EFFECTIVE DATE

WHEREAS, Ordinance 184 relates to health inspections by the Town of Fulton; and

WHEREAS, Ordinance 184 is codified in the Code of Ordinances as Chapter 10, Article II, Division 2, Section 10-73 through Section 10-82; and

WHEREAS, such inspections are now conducted by Aransas County through a contract with the Town of Fulton.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FULTON:

Section 1. That Ordinance 184, Chapter 10, Article II, Division 2, Section 10-73 through Section 10-82, be and the same is hereby repealed.

Section 2. Any previously adopted ordinance, resolution, rule, regulation or policy in conflict with this Ordinance is hereby repealed.

Section 3. If any provision, section, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is, for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 4. This Ordinance is effective from and after its adoption.

PASSED AND APPROVED this the 18th day of October 2023.

TOWN OF FULTON

Kelli Cole, Mayor

ATTEST:

Stephanie Garcia, City Secretary

TOWN OF FULTON



PERSONNEL POLICY

Effective as of October 14, 2023

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CHAPTER 1 GENERAL PROVISIONS

SCOPE

Persons appointed to serve on Town Councils, Committees or advisors are exempt from these policies. A person on retainer or under a specific contract with the Town is not considered to be a Town employee unless a specified employment agreement is stipulated.

EQUAL EMPLOYMENT OPPORTUNITY

The Town of Fulton is an equal opportunity employer committed to providing a policy of nondiscrimination with respect to all employees and applicants for employment. All personnel actions, such as recruitment, hiring, training, promotion, transfer, layoff, recall, compensation and benefits, discipline, termination, educational, recreational and social programs are administered without regard to race, color, sex, religion, national origin, age, or disability of otherwise qualified individuals. Employment decisions, subject to the legitimate business requirements of the Town, are based solely on the individual's qualifications, merit and performance. The Town's commitment extends to all employment-related decisions and terms and conditions of employment.

EMPLOYMENT AT-WILL

All employment with Town of Fulton shall be considered "at-will" employment. No contractual obligations shall exist by any reason of any policy, handbook or promise unless specifically provided in writing by the mayor. All employees should be aware that placement on the payroll does not constitute a contractual relationship of a specific length of time of employment. Employment with Town of Fulton is considered "at will". That is, either the employee or employer can sever the employment relationship at any time without notice, for any legal reason, or for no reason at all. Employment "at will" has been the Town's employment policy in the past and will continue to be until changed by official order of the mayor. Employment "at will" supersedes all other policies contained in the Town of Fulton Employee Handbook.

NOT A CONTRACT

The personnel policies set forth the major employment practices and procedures of the Town of Fulton. They supersede all past policies and procedures. The Town reserves the right to unilaterally modify or amend the provisions of this handbook at any time with or without notice. However, any modifications to this handbook can only be made in writing, signed by the mayor. No supervisor has the authority to make verbal or written changes to this policy. These policies and procedures are not intended to be a contract or to guarantee employment for any particular period.

If a conflict exists or develops between any policy described in this manual and the law, the requirements of the law will supersede the written policy. Employment with the Town is on an at-will basis. Therefore, the relationship can be terminated with or without cause or notice.

ADMINISTRATIVE POLICIES

Authority for the Creation of Jobs - With the exception of those positions established by statutory provisions, all positions or offices in the municipal organization, together with rates of

pay therefore, are created and authorized by the mayor within the established budget as approved by the Town Council.

Administrative and Appointive Authority - With the exception of matters and appointment reserved by the Town Council, general authority and responsibility for the conduct and administration of municipal affairs is vested in the mayor, including appointments to positions and the establishment and maintenance of satisfactory standards of efficiency, welfare, and morale of Town employees and the exercise of general control and supervision over all Departments, Officials, and positions created and approved by the Town Council. Final authority, in the form of review and approval, is reserved by the mayor with regard to all matters and subjects covered by these policies.

Departmental Administration of these Policies and Responsibilities - supervisors will be responsible for the proper and effective administration of these policies within their respective departments. They will also be responsible for:

- enforcing and maintaining proper standards of discipline and personal conduct among their employees;
- scheduling the work of employees to include overtime work and training in a manner most advantageous to the Town;
- the hiring, promoting, and assignment of duties to employees within their department to accomplish the mission of the department in the most efficient manner;
- the discharge, demotion, layoff, or suspension of employees within their department;
- determining the methods, processes, means and personnel by which operations are to be carried out;
- establishing job classifications, job descriptions and standards which provide the basis for recruiting and assignment; and
- establishing departmental rules to complement this policy.

Amendments - The mayor may change or amend these policies within statutory and limitations and within budget appropriations to the extent deemed necessary in order to more efficiently and effectively promote the interest of the Town, but no such change will divest any employee of benefits accrued as of the date of the change. This does not prevent the Town Council and mayor from changing or amending these policies at any time. The final authority resides with the Town Council on all policy matters.

SOLICITATION

To eliminate the possibility of misrepresenting the Town, all solicitations by any individuals employed by the Town of Fulton must receive advanced approval in writing from the supervisor and the mayor, to avoid any conflict of interest or the appearance of a conflict of interest by the fund-raising effort of an individual or an organization affiliated with the Town.

**CHAPTER 2
INITIAL EMPLOYMENT INFORMATION AND REQUIREMENTS**

APPLICATIONS

All persons seeking employment must complete, sign and file an application with the Town of Fulton.

BASIS OF EMPLOYMENT

All employment with the Town of Fulton shall be based on merit, ability, and physical fitness, as evidenced by training and experience as reflected by the employment application plus other documented evidence as to certification, registration, etc. if required.

AGE REQUIREMENTS

Where no age limit is otherwise specified by statutory requirements, the minimum age for initial employment may vary in accordance with the duties and responsibilities of the positions and conditions under which they are performed, subject to the following restrictions:

- No person under eighteen (18) years of age shall be employed as a regular full- time or probationary employee;
- No person under eighteen (18) years of age shall be employed as an employee in any position requiring the operation of a motorized vehicle owned by the Town; and
- No person under sixteen (16) years of age shall be employed as a part-time or seasonal employee.

NEPOTISM

Nepotism is the showing of favoritism toward a relative. The practice of nepotism in hiring personnel or awarding contracts is forbidden by the Town.

No person may be hired who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any member of the Town Council.

No employee may directly or indirectly supervise or be supervised by a member of their immediate family or by anyone within the third degree of consanguinity. An immediate family member includes a spouse, child, parent, sibling, grandparents, grandchild, spouse of any of the foregoing, or anyone otherwise cohabitating with the employee. In the event of a promotion, reorganization, or any other situation giving rise to a relationship prohibited by this policy, one or both of the affected employees must immediately seek a transfer to another available position within the Town for which he or she is qualified and that meets the requirements of this policy. If a suitable transfer cannot be made, within 30 calendar days of the event giving rise to a relationship prohibited by this policy, one or both of the affected employees will be required to resign from employment.

The Town will recognize the “Civil Law Method” to determine nepotism.

RECRUITMENT AND SELECTION

Supervisors shall notify the City Secretary of their anticipated vacancies as far in advance as possible to permit sufficient time for the approval to fill the position, recruitment and selection of qualified applicants. The mayor will be advised of any vacancies and authorization to advertise for applications to fill vacancies must have prior approval of the mayor. The selection of a new employee will be the responsibility of each supervisor. The Town will not re-hire any person who was previously terminated for cause from the Town. After selection has been made, the hiring supervisor shall submit the proper form to the City Secretary for review and to the mayor for approval. No employee shall be placed on the payroll prior to securing all approvals outlined herein.

CHAPTER 3 WORKING CONDITIONS

DEFINITIONS OF EMPLOYEE STATUS

- **Exempt** - Employees occupying positions exempt from the minimum wage and maximum hours (overtime) provisions of the Fair Labor Standards Act. This category typically includes supervisors, professional, and administrative personnel.
- **Salaried Non-Exempt** - Employees who are paid a monthly wage and are eligible for authorized overtime compensation or compensatory time for hours worked beyond a 40-hour week. For law enforcement personnel, a different work period may be defined, typically consisting of 80 hours.
- **Hourly Non-Exempt** - Employees who are paid an hourly wage and are eligible for authorized overtime compensation or compensatory time for hours worked beyond a 40-hour week.
- **Regular Full-time** - Employees who work at least 40 hours per week indefinitely and have completed a six-month probationary period.
- **Regular Part Time** - Employees who work an average of less than 30 hours per week.
- **Temporary** - Employees hired for an interim period to fill short-term needs, such as special projects, seasonal demands, or absence of a full-time employee.
- **Probationary** - An employee seeking Regular Full-time status and is serving a six-month probationary period. (Limited benefits are available during this period.)

PERSONNEL RECORDS

The employee is responsible for reporting changes in address, telephone number, emergency notification data, deductions and any other pertinent data. An employee request for review of his/her personnel file should be made with the City Secretary at least 48 hours in advance.

TIME POLICY

All employees assigned to the timekeeping program must accurately clock in and out on their specific program. In the event an employee has to leave their job for non-Town business, they must clock "out" and back "in" upon return. Any exceptions or issues with timekeeping should be reported to the supervisor. Violations, such as clocking in or out for another employee, can result in disciplinary action, including termination, and may be punishable by law. Supervisors are accountable for the accuracy of their team members' timekeeping records.

CONFIDENTIALITY OF INFORMATION

As part of their ethical responsibility, employees must not use confidential business information for personal gain. Confidential information about clients, colleagues, or business processes should not be shared unless necessary for business operations. Breach of confidentiality, including on social media, can result in disciplinary action, including termination.

USE OF TOWN TIME AND/OR EQUIPMENT AND MATERIALS FOR PERSONAL BUSINESS

Employees are prohibited from using duty time, town equipment, or materials for personal benefit. Violations will result in disciplinary action up to and including termination.

POSSESSION OF WEAPONS

Except for authorized law enforcement personnel, employees are not allowed to possess

weapons while on duty or in Town offices. Violation of this policy can result in termination and criminal prosecution.

USE OF TOWN VEHICLES

Only Town employees are authorized to operate Town vehicles, which should only be used for Town business. For insurance purposes, only Town employees, consultants, or others involved in Town business are allowed as passengers in Town vehicles. Unauthorized use of Town vehicles can result in disciplinary action.

ACCIDENTS

Any accident involving Town equipment or vehicles, or any incident resulting in personal injury or property damage, must be reported to the City Secretary and the respective supervisor.

USE OF TOWN CREDIT CARDS

Town issued credit cards are to be used solely for Town business expenses. The cardholder is responsible for the security and appropriate use of their issued card. Any unauthorized, illegal, or personal use of the card will result in disciplinary action, up to and including termination and potential legal consequences.

All purchases made using the Town issued credit card should be approved by a supervisor or other authorized individual prior to the transaction, unless otherwise stated in Town's financial policy. Receipts for all transactions must be kept and submitted to the City Secretary in a timely manner, typically within one week of the purchase. Failure to provide receipts may result in the cardholder being personally liable for the charges.

In the event of a lost or stolen card, the cardholder must immediately notify the issuing bank and their supervisor. Any charges incurred due to negligence in reporting a lost or stolen card may be the responsibility of the cardholder.

The finance department will conduct periodic audits of credit card statements to ensure compliance with Town's policies. Cardholders found to be non-compliant may have their credit card privileges revoked and face disciplinary action.

SAFEGUARDING TOWN ASSETS

All employees are expected to exercise due care and prudence to protect and preserve Town assets. These assets include, but are not limited to, physical items such as equipment, vehicles, buildings, and other property, as well as non-physical items like cash, intellectual property, and sensitive information.

- 1. Cash and Financial Assets: Any employee handling cash or financial transactions for the Town must exercise the utmost integrity and accuracy. Financial improprieties, such as embezzlement, fraud, or theft, are grounds for immediate termination and potential legal action.
- 2. Equipment and Physical Assets: Employees must handle all Town equipment, vehicles, and facilities with care. Any damage, loss, or theft of these assets must be reported to a supervisor or the City Secretary immediately. Unauthorized use or removal of Town equipment, including for personal use, is strictly prohibited.
- 3. Confidential and Intellectual Property: Confidential information, such as

resident data, financial records, or proprietary information, should be handled with extreme care. Employees are expected to protect this information and only share it with authorized individuals on a need-to-know basis. Breaching confidentiality or misusing intellectual property is grounds for disciplinary action, up to and including termination.

Regular audits will be conducted to ensure the correct usage and safeguarding of Town assets. Any abuse or mismanagement of these assets may lead to disciplinary action, up to and including termination, and potentially legal action.

HARASSMENT POLICY & REPORTING PROCEDURES

Employees must report any harassing or discriminating behavior within 30 days. The improper conduct must be reported promptly so that the Town can investigate and take appropriate action.

DEFINITION OF HARASSMENT:

For purposes of this policy, harassment is defined as offensive conduct relating to an employee’s age, color, disability, gender, national origin, race or religion, which has the purpose or effect of creating an intimidating, hostile or offensive work environment; or interfering with an individual’s work performance; or adversely affecting an individual’s employment or career-related action.

Harassment occurs in a variety of situations which all share a common element: unwelcome comments or behavior that affects the workplace. Some examples of harassing behavior include the following:

VERBAL: Threats directed toward an employee, their family or property; innuendos, jokes or comments emphasizing the age, color, disability, gender, national origin, race or religion of an employee; graphic comments; slurs; and unwelcome flirtations, propositions or sexual comments toward an employee. The Town of Fulton does not tolerate vulgar, abusive, humiliating or threatening language, practical jokes, or other inappropriate behavior in the workplace.

VISUAL: Derogatory, demeaning or suggestive graffiti, drawings, gestures or objects.

PHYSICAL: Unwelcome touching, impeding or blocking movement, physical interference with normal work or movement, or assault.

Harassment Policy

The Town is committed to providing an atmosphere which is free of harassment. In order to ensure such an environment, the Town will not tolerate the harassment of any employee or non-employee by any other employee or non-employee, supervisor, manager, or director for any reason.

Violators of this policy are subject to immediate disciplinary action up to and including termination. Non-employee violators of this policy are subject to expulsion from a Town of Fulton facility when harassment occurs on premise. The Town may discontinue service to off-premises violators of this policy. Furthermore, the Town may report violators to the appropriate authority for civil or criminal action.

Sexual Harassment Policy

The Town seeks to maintain a workplace free of sexual harassment and intimidation.

Item 7.

DEFINITION OF SEXUAL HARASSMENT:

Sexual harassment is defined as “unwelcome” sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

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

Harassment of a sexual nature is a violation of various state and federal laws which may subject the individual harasser to liability for any such unlawful conduct.

The Town prohibits retaliation of any kind against employees who, in good faith, bring sexual harassment complaints or assist in investigating complaints.

Complaint Procedure

It shall be the responsibility of the mayor or his/her designee to coordinate and direct the investigation and review of harassment complaints. The following procedures shall apply to the receipt, review and handling of such complaints. Any employee who believes that he/she has been the subject of prohibited harassment is required to report it within 30 days in accordance with the procedures provided herein. All interviews, allegations, statements, and identities will remain confidential to the extent possible and allowed by law.

Exercising rights under this policy does not in any way affect an employee’s right to seek relief through the Texas Commission on Human Rights, the Equal Employment Opportunity Commission, or in a court of proper jurisdiction for any complaint for which a remedy is provided under state or federal law. The harassment investigation referred to above does not preclude any simultaneous or subsequent criminal, internal affairs, or other investigation of the complaint or related issues.

Steps:

1. The individual alleging harassment must report the incident to the City Secretary within thirty (30) days after the alleged incident. The complainant will be required to complete a written statement giving specifics of the incident allowing the Town representative(s) to proceed with a thorough investigation. If the City Secretary is the individual accused of the harassment or is otherwise unavailable, the report must be made to the employee’s supervisor.
2. The respondent (the accused) will be contacted by the City Secretary and apprised of the allegations.
3. The respondent will have the opportunity to refute the allegation(s) by responding, in writing, within five (5) workdays. The respondent will also have the opportunity to respond to any other new information/allegations that may arise during the course of the investigation.
4. The City Secretary will coordinate a full investigation of the allegation(s) made and may enlist investigative assistance to accomplish the investigation if necessary. The investigation will include interviews with the complainant, the respondent, and all

- known witnesses. Signed witness statements will be obtained when possible.
5. After conducting a thorough investigation of the allegation(s) regarding harassment, the investigator shall report all findings, conclusions and recommendations to the City Secretary.
 6. Within five (5) workdays of the conclusion of the investigation, the City Secretary will provide the supervisor with all documentation and summary conclusion regarding the validity of the complainant's allegation(s).
 7. The decision regarding any possible disciplinary action will be made by the supervisor as soon as reasonably possible after receiving the findings and recommendations. This decision will be made after the supervisor has conferred with the Town's legal counsel, City Secretary, mayor, and any other necessary party.
 8. A complainant may withdraw a complaint at any time. However, the Town may still pursue the investigation and determine whether disciplinary action or other remedial measures is warranted.
 9. If the validity or falsification of the allegations cannot be satisfactorily established, the supervisor, along with the appropriate supervisory personnel, shall decide on an appropriate action; which minimizes interference with departmental operations; and/or allows for the respondent and complainant to continue their work routines with minimal personal consequence/contact.
 10. Should the Town's investigation reveal that a violation of the Town's harassment policy occurred, the Town will take such disciplinary action, up to and including termination, or other remedial measure as it deems appropriate to stop the prohibited activity. Should the Town's investigation determine that an employee made a deliberately false statement allegation in this process, that employee will be subject to disciplinary action up to and including termination.

STATEMENT OF POLICY ON INTERNET USE AND PRIVACY OF ELECTRONIC MAIL

The Town provides computing and telecommunications facilities to employees for Town business purposes only. Employees are prohibited from using computing and telecommunications facilities for anything other than Town business. This policy applies to, but is not limited to mainframe electronic mail systems, electronic commerce, electronic bulletin boards, and both intra and inter-enterprise communications such as the internet. Use of such Town facilities is a privilege. Employees who misuse them may have their communications privileges revoked and are subject to disciplinary measures, up to and including termination. Examples of misuse include attempts to misappropriate or damage computing resources; use for unlawful purposes or non-Town commercial purposes; advocacy of religious, social or political causes; and use of threatening, harassing, obscene, or abusive language.

- a. Discipline - Employees may be disciplined up to and including termination for violation of E-mail policies or the violation of any other company policies through the use of the E-mail system.
- b. E-Mail Review - All E-mail is subject to review by management. Your use of the E-mail system grants consent to the review of any of the messages to or from you in the system, in printed form or in any other medium.

Periodically, employee use of the network, E-mail and other communications systems may be monitored. Violations of Town policies detected through such monitoring can lead to disciplinary action, up to and including termination. For example, if you are using the system to

abuse others, you may be disciplined. If you gain access to information in any unauthorized fashion, you may be disciplined.

- c. Harassment - Foul, inappropriate or offensive messages such as racial, sexual or religious slurs are prohibited in E-mail. Violation of this policy will lead to disciplinary action up to and including termination.

E-mail messages are considered to be business records of the Town. Accordingly, they may be used in administrative, judicial or other proceedings. E-mail messages may be subject to the Public Information Act.

The use of E-mail and Internet access may only be used by authorized personnel. If you have not been issued an E-mail/Internet address, you may not use the facility. Employees are not to use unauthorized codes, passwords or other means to gain access to E-mail belonging to others. Employees shall not disclose their codes or passwords to others.

Employees are responsible for compliance with the Town statement of policy on E-mail and Internet access. Executable file attachments received via electronic mail, Internet communications, or removable computer media can potentially contain dangerous computer viruses. Each person receiving executable files shall be held individually accountable for using appropriate measures to execute the integrity and safety of such files before their execution upon Town computing facilities.

Any questions regarding this policy should be directed to the supervisor prior to use of electronic communications. Access authorizations will be established by the City Secretary. Written requests for access authorizations for employees should be forwarded to the City Secretary. Use of the Town computing and telecommunications facilities constitutes acceptance of this Town policy.

INTOXICATION AND THE USE OF ALCOHOL AND DRUGS

The Town is committed to having a drug-free workplace. The mere intake of illegal drugs or the abuse of prescription drugs is prohibited. Reporting to work or attempting to report to work under the influence of alcohol is also prohibited. Therefore, employees who are subject to emergency call must comply with the terms of this policy while on call. Use, possession, consumption of alcohol and/or illegal drugs is not permitted during working hours by any employee, nor may any employee be under the influence of alcohol and/or drugs during working hours. The illegal or improper possession, consumption, exchange, delivery, distribution, or sale of alcohol and/or drugs is not permitted. Any employee engaging on or off the job, in the unlawful use, possession, consumption, exchange, delivery, distribution or sale of any illegal drug or any prescription drug not properly prescribed to that employee will be terminated. Employees are subject to testing for such substances. Any employee who tests positive for alcohol, any illegal drug, or any prescription drug not properly prescribed to that employee, while on duty, will be terminated. Any employee engaging in the use, possession, or consumption of any alcohol while on duty, on Town property, in Town vehicle(s) or in personal vehicle(s) being used for Town purposes, will be subject to discipline up to and including termination. Any employee who refuses to consent to or submit to urinalysis or blood alcohol test(s) will be terminated.

SOCIAL NETWORKING

Social media refers to the means of interaction among people in which they create, share and exchange information and ideas in virtual communities and networks. Social networking sites include, but are not limited to: Facebook, LinkedIn, Blogs, Twitter, YouTube, Flickr, MySpace, “X”, etc. Social networking during work hours or while using the Town’s communication systems, unless the social networking is part of an employee’s job, is prohibited. When an employee is promoting the Town’s products or services, the employee should make clear that he/she is employed by the Town and never post personal opinions. When an employee posts his/her own personal views on networking sites, he/she should make clear that he/she is speaking for himself/herself and NOT the employer. Do not mention the employer’s name on your personal social networking sites when posting personal opinion. Employees should be mindful of the Town’s personnel policies when using social network sites.

CHAPTER 4 PERFORMANCE MANAGEMENT

ATTENDANCE

Each employee has a responsibility to be on the job at the prescribed time every day. At each Town facility, each employee has an important designated job to perform, and unexpected absences disrupt the Town’s operation.

- **Excused Absences** - All employees must notify their immediate supervisor prior to an absence. An absence is excused when the employee notifies the supervisor beforehand and the supervisor grants permission for the employee to be absent. Absences due to unforeseen emergencies such as sudden family illness, car accidents shall be excused. Excused absences in excess of those allowed by sick leave, vacation, jury duty, or funeral leave shall be taken by the employee without pay. Chronic excused and unpaid absences shall be cause for disciplinary action, up to and including termination.
- **Unexcused Absences** - An unexcused absence occurs when an employee fails to notify the supervisor of an absence prior to the scheduled starting time and/or permission is not granted by the supervisor. The supervisor shall issue a written reprimand and enter it in the employee’s personnel file after any unexcused absence. Any unexcused absence shall be cause for termination, except in rare cases of mitigating circumstances.
- **Tardiness** - Tardiness occurs when an employee is late arriving on the job. If an employee fails to notify the supervisor within one (1) hour after starting time, then the tardiness is considered an unexcused absence. If an employee is late three (3) times, the supervisor shall issue a written reprimand and enter it in the employee’s personnel file. Three (3) written reprimands for tardiness in a 12-month period shall be cause for disciplinary action, up to, and including termination.

PROBATIONARY PERIOD OR ORIENTATION PERIOD

Upon initial employment, full-time employees will serve a six (6) month probationary/orientation period. This period should be utilized to observe and evaluate the work of new employees and specially to encourage their effective adjustment to the new job and service to the Town. A new employee may be dismissed at any time during the probationary/orientation period. Supervisors shall retain as full-time employees only those who

meet an acceptable level of performance during this period. However, the completion of the probationary or orientation period does not guarantee continued employment thereafter nor does it alter the employment or at-will nature of the employment relationship.

At the discretion of the supervisor, and agreed upon in writing by the probationary employee, the probationary/orientation period can be extended beyond a six (6) month period to further observe and evaluate the individual, and if the probationary employee has passed the probationary period, they can be put back on probation as a disciplinary action.

Before the end of each employee’s probation/orientation period, the supervisor shall either terminate the employee or such employee shall be transferred to full-time status.

SENIORITY

There shall be no accumulation of seniority during the first six (6) months of employment. Seniority will be retroactive to the first date of employment after successfully completing the probationary period. Seniority will be based on the number of years within the department. Seniority is used for vacation purposes only.

PERFORMANCE APPRAISAL

Performance appraisals will be scheduled at the end of an employee’s six (6) month probation period. A yearly appraisal will be given to each employee on or about their anniversary date by their supervisor. Written records of all appraisals will become a part of the employees’ personnel file.

PROMOTIONS/DEMOTIONS/REASSIGNMENTS/TRANSFERS

Promotions will be awarded based on length of service, skill, job performance, initiative, merit and business needs as the Town determines appropriate. Likewise, the Town retains sole discretion in demoting or reassigning employees when necessary. An employee may request a voluntary reassignment, demotion or transfer by making such a request to his or her supervisor. However, the Town will grant voluntary reassignment or transfer requests only where it deems appropriate, in its sole discretion.

CONDUCT AND WORK PERFORMANCE

It is each employee’s responsibility to follow the Town’s policies, procedures and job performance standards in carrying out his/her job duties. Violations of those policies or procedures or inadequate job performance may result in disciplinary action as the Town deems appropriate. The following is a list of acts which may result in such disciplinary action. However, as it would be impossible to list every possible infraction of the Town’s standards of behavior or work performance, the list is not exclusive and is included only for purposes of examples of such infractions.

- a. Violation of the criminal laws of the United States or any state or municipality thereof;
- b. Any conduct contrary to the Town’s equal employment opportunity policy, including verbal or physical conduct constituting sexual or other prohibited harassment;
- c. Violation of any provisions of the Statutes, ordinances, these policies or any rules or regulations which may be prescribed by the mayor or supervisor;
- d. Dishonest or fraudulent conduct, including but not limited to fraud, theft, misappropriation of, or unauthorized removal of the Town’s or fellow employees’ funds or property;

- e. Improper or unauthorized use of Town vehicles, equipment, or property;
- f. Falsification of the Town's business records, including but not limited to employee time records, expense reports, and requests for reimbursement or any other information required by the Town;
- g. Claim of sick or emergency leave under false or misleading pretenses;
- h. Insubordination, the refusal to comply with instructions, or the failure or refusal to perform assigned duties;
- i. Unsatisfactory job performance; inability to perform job duties; neglect of duty or loitering while on duty;
- j. Violation of the Town's Alcohol and Drug Abuse Policy included herein;
- k. Failure to observe health and safety rules or properly report accidents or personal injuries;
- l. Habitual absenteeism or tardiness;
- m. Physical violence or threats of violence, or insulting, intimidating, coercive, abusive or obscene language or gestures toward the public, Town officers or other employees;
- n. Inability or unwillingness to cooperate with other employees when performing assigned tasks, or any interference with the performance of job duties by fellow employees;
- o. Disorderly conduct, such as "horseplay" practical jokes, which may endanger the Town's operations or the well-being of any employee, citizen or visitor;
- p. Neglect or carelessness resulting in damage to Town and/or Citizen's property or equipment;
- q. False, vicious, or malicious statements or criticism of the Town, its employees, or its services that interferes with productivity, job performance, or with the respectful and professional treatment of employees or the public;
- r. Unauthorized solicitation of money, goods or services from the public by an employee of the Town;
- s. Abuse of any leave policy;
- t. Working another job while on sick leave or workers' compensation injury leave;
- u. Not reporting to work from illness or injury when released from the doctor or tampering with such release;
- v. Violation of the Town's policies regarding confidential information and conflicts of interest, or any conduct which is in conflict with the Town's standards of appropriate business and professional ethics; and
- w. Failure to adhere to the rules of operation and conduct established by the Town, including but not limited to those practices and procedures set forth in this manual and any other written employment policies.

DISCIPLINARY ACTION

Every employee has the duty and responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform their duties to the best of their ability and to the standards as set forth in their job description(s), job profile(s), or as otherwise established. The Town may exercise discretion to utilize forms of discipline that are less severe than termination of employment, including, but not limited to, verbal or written warnings; change in access, job responsibilities or employment status; or any other action deemed appropriate by the Town. These forms of disciplinary action are not guaranteed, may be applied in any order, and do not necessarily progress in severity. The Town reserves the right to determine and apply disciplinary action in its discretion based on the seriousness of the infraction, the past record of the employee, and the facts and circumstances surrounding the matter. However, this policy does not modify the "at-will" status of employees or in any way

restrict the “Town’s” right to enforce appropriate discipline as warranted.

GRIEVANCES

It is the policy of the Town, insofar as possible, to prevent the occurrence of grievances and to deal promptly with those which occur. A grievance may be filed by a regular employee, except an employee who has been terminated, on one or more of the following grounds: (1) improper application of the rules, regulations and procedures (but not the rules, regulations, and procedures themselves); (2) unfair treatment; (3) illegal discrimination based on race, religion, color, sex (including sexual harassment), age, handicap or national origin; (4) disciplinary action taken without cause; or (5) improper working conditions. Grievances are appealed through the immediate supervisor to the Town Council, whose decision is final. The grievance procedure is (1) informal, (2) written grievance, (3) appeal to the mayor and (4) appeal to Town Council. During the first two steps, the supervisor shall promptly respond to the employee grievance. Grievances must be filed within 30 days.

MEDICAL INFORMATION CONFIDENTIALITY POLICY

The Town strives to protect the privacy of its employees’ medical information to the greatest possible extent. To accomplish this, the Town and its managers and employees are required to follow these guidelines regarding the confidentiality of medical information.

- All medical information concerning employees will be maintained in their employee files that are stored in a secured area. Only authorized employees will have access to such files, and access will be provided solely on a need-to-know basis. Furthermore, such access shall be granted only in accordance with applicable law, which includes (but is not limited to) the Americans with Disabilities Act, the Occupational Safety and Health Act, the Family and Medical Leave Act, the Federal Rehabilitation Act, Health Insurance Portability and Accountability Act of 1996 (HIPPA), state workers’ compensation law and state privacy laws.
- Employees are hereby notified that medical information concerning employees is absolutely confidential under state and federal laws and may not be discussed at any time with any person under any circumstances. Exceptions are if an employee needs to do so in order to carry out his or her job duties, or if the person discussing the information is talking with the subject of the information at that person’s invitation. If an employee is concerned about a co-worker’s possible medical condition, the employee should direct these concerns only to the City Secretary and no one else.
- Any employee who is found to have discussed medical information about another employee in violation of this policy, or who is found to have released such information without authorization, will be subject to disciplinary action, up to and including immediate termination from employment. In addition, employees who violate medical information confidentiality may be subject to civil and criminal liability under state and federal laws.
- Any access to medical records must be approved by the City Secretary. If an employee believes that this medical information confidentiality policy has been violated, he or she should contact the City Secretary. If it is believed that the City Secretary has violated the policy, the employee should contact the Town Attorney.
- Medical records will not be provided to outsiders, except when the Town is properly served with a valid subpoena. When possible, the Town will notify the employee of the proper service of a subpoena.
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CHAPTER 5 COMPENSATION

PAY DAYS

All employees are paid bi-weekly (resulting in 26 pay periods annually). Each pay period consists of 10 working days or 80 hours, except for law enforcement. Law enforcement payroll consists of 80 hours beginning Thursday, 12:00:01 a.m. to Wednesday, 11:59:59 p.m., fourteen days later. Pay periods for both exempt and non-exempt hourly employees end every alternate Wednesday, with the actual pay date falling on the following Friday. In the event of an observed holiday falling on a pay date, payroll will adjust check issuance accordingly.

OVERTIME WORK AND PAY

Overtime is compensated at the legally prescribed rate, exclusively available to non-exempt employees. It is important to note that overtime will not be paid at one and one-half times the regular hourly rate if it's accrued in the same week that sick time is taken. In such instances, overtime will be paid at straight time, as sick time does not contribute to overtime calculations. Any employee who is on call for work on the Sewer Lift Stations and/or maintenance shall be granted overtime for the hours actually worked if called for work on such Lift Stations and/or maintenance when on call. Ways overtime can be used are:

- Equal time off within the same work period;
- Payment at the rate of one and one-half times the employee's regular hourly rate if specifically authorized by the supervisor.

Compensatory time is time which is credited toward normal work hours during which an employee is excused from work in lieu of having to pay overtime. Compensatory Time is only available to exempt employees. You may accrue a maximum of 20 hours of compensatory at any given time. Compensatory time is encouraged to be used during the calendar year or will be paid out to the employee annually at the end of each calendar year. Compensatory time is paid at one and one-half times the number of hours worked. Once employees have accrued 40 hours of compensatory time, all additional overtime hours will be paid at the overtime rate through payroll, or flexed off during the workweek it was earned, until such time as the compensatory time accrual has been reduced.

All designated personnel who worked preceding, during, and in recovery days after a catastrophic event may be entitled to overtime compensation*. Designated personnel shall include but not be limited to exempt and nonexempt employees. Overtime rate will be paid at one and one-half times pay that employee receives at his/her regular pay rate. If salaried or exempt, overtime rate will be annual salary divided by 2080. For example:

$$\text{Annual salary } 30,000 / 2080 = 14.42 \times 1.5 = 21.63 \text{ per hour*}$$

$$\text{Annual salary } 30,000 / 2236 = 13.42 \times 1.5 = 20.13 \text{ per hour*}$$

Designated personnel will be named by mayor or supervisor who are needed in the Town for health and safety reasons when it is safe to return.

OVERTIME PAY OR COMPENSATORY TIME FOR LAW ENFORCEMENT – EXEMPT AND APPOINTED OFFICERS

- The Police Chief is classified as “exempt” under the FLSA.
- Exempt Police Officers earn compensatory time for hours worked that are in excess of 80 in a work period. Work Period being defined as 80 hours beginning Thursday, 12:00:01 a.m. to Wednesday, 11:59:59 p.m., fourteen days later. Compensatory time for exempt Police Officers is earned at one and one-half times.
- Exempt Police Officers may not accrue more than 40 hours of compensatory time. Exempt Police Officers are paid for unused, accrued compensatory time, subject to the 40-hour limit, when their employment with the Town ends.

OVERTIME PAY OR COMPENSATORY TIME FOR LAW ENFORCEMENT – NON-EXEMPT OFFICERS

- Nonexempt Police Officers are eligible to receive one and one-half times their regular hourly rate in overtime pay or compensatory time credited at the rate of one and one-half times for hours worked over 80 hours in a work period. Work Period being defined as 80 hours beginning Thursday, 12:00:01 a.m. to Wednesday, 11:59:59 p.m., fourteen (14) days later. Some officers may work flexible schedules during this fourteen (14) day work period as assigned by the Police Chief. The Police Officer has the option prior to accepting the work assignment to refuse compensatory time off and elect to be paid overtime pay.
- Nonexempt Police Officers may not accrue more than 40 hours of compensatory time. If a nonexempt Police Officer works overtime hours that cause them to exceed the 40-hour compensatory time limit, all hours over 40 hours must be paid as overtime at the rate of one-and- one-half times the Police Officer’s regular rate of pay. For example, if a nonexempt Police Officer works 84 hours in a work period, four of those hours are “overtime” hours. If these hours are to be compensated with compensatory time, six hours would be added to the Police Officer’s compensatory leave balance.
- If the 40-hour limit is exceeded by the additional compensatory time, all compensatory time hours over 40 hours are paid at the Police Officer’s straight time rate (the four overtime hours have already been converted to six hours of compensatory time).
- Generally, leave time used does not count as hours worked for the basis of calculating overtime eligibility. An exception to this rule is holiday leave which counts as hours worked. Only those hours actually worked or treated under Town policy labor in excess of 80 hours are compensated at the one-and-one-half overtime rate (either in pay or compensatory time).
- Nonexempt Police Officers whose employment with the Town is terminated for any reason are paid for all accrued compensatory time.
- If a nonexempt Police Officer moves to an appointed Police Officer position, any unused compensatory time accumulated while the Police Officer was nonexempt will not be paid out at the nonexempt rate at the time of the change in position move.
- As a governmental entity, the Town can use compensatory time by a governmental employer to control overtime cost by allowing Police Officers to earn compensatory time during heavy work periods and then to use the compensatory time when the workload permits it. State law allows a police officer to use compensatory time only

when both the police officer and the Town agree the time may be used.

Item 7.

A supervisor may request a Police Officer to:

- Use accrued compensatory time, when appropriate, to reduce future overtime costs.
- Use compensatory time to be off for either partial or full days.
- Use compensatory time instead of vacation leave when requesting time off work.
- If a Police Officer has an annual vacation use or lose requirement and already used the required number of vacation leave hours in a year to avoid losing vacation leave, asking the Police Officer to use compensatory time rather than vacation leave is appropriate.

LENGTH OF SERVICE PAY/LONGEVITY

The Town offers Longevity Pay to its regular full-time employees at \$10.00 per month for up to ten years of employment, capping at \$1,200.00 for those with tenure longer than ten years. Longevity Pay begins for an employee on the date of hire. If an employee begins employment as a part-time employee and is then promoted to full-time, the Longevity Pay begins on the date initially hired. Longevity Pay is for Regular full-time employees only and is paid out to the employees annually at the end of each calendar year.

If an employee terminates employment with the Town prior to the December lump sum payment date, he or she will not receive a longevity payment. Part-time hourly employees, contract labor employees and elected officials do not receive longevity pay. The longevity payment will be calculated on a prorated basis for only the number of months actually worked and/or paid. The Town can adjust and/or terminate any longevity pay with Council action at any time.

HAZARD PAY

Hazard pay is compensated at 2.5 times the employee's regular hourly rate, with the eligibility for such pay determined by the mayor.

EMERGENCY LEAVE

- **Emergency Evacuation Days:** Days, or portions thereof, designated by the mayor "Mandatory Evacuation Days" will be considered as additional holidays for the purpose of calculation of compensation.
- **Emergencies:** An eligible employee who is called in to work on a holiday because of an emergency or hazardous duty, or other special need of the Town, will be paid Holiday Pay, which will be paid at double time for hours worked.
- **Closing due to an Evacuation Order:** When an evacuation has been ordered, all non-emergency personnel will be released and encouraged to evacuate. Only those employees who are assigned functions necessary for the benefit of the general public during an emergency situation will be required to work. Employees designated by their supervisor as Emergency Service Personnel will not be authorized to evacuate should an evacuation order be issued in accordance with Chapter 22 of the Texas Labor Code. Shifts may be established according to departmental needs at the discretion of the supervisor. Employees who are assigned "on call" status must notify supervisors of locations where they can be contacted.

In times of disaster as declared by the mayor, Town Council, Aransas County, or the State of Texas, the mayor is authorized to hire part-time employees for recovery purposes.

CHAPTER 6 WAGE AND PAY PROCEDURES

PROCEDURE FOR RECEIVING PAY

Employees are to be paid every other Friday by noon for hours worked or for use of authorized paid leave. The pay period ends on the alternate Wednesday at 12:00 midnight.

REGULAR PAYMENT PROCEDURES

All paychecks received on a regular basis by full-time employees will be issued by direct deposit by designated persons within the Town. All paychecks received on a regular basis by part-time employees will be issued by paper paychecks by designated persons within the Town. On occasion, due to holiday schedules, etc., paper paychecks will be issued to all employees by designated persons within the Town.

Paychecks will be released to the employee only. In rare cases where circumstances prohibit an employee from picking up his/her check (i.e., illness), the employee should contact his/her supervisor authorizing another person to receive the check.

FINAL PAYMENT PROCEDURES

All final paychecks will be picked up at Town Hall unless otherwise instructed in writing by the employee. Paychecks will be released to the employee unless otherwise instructed in writing by the employee.

HANDLING PAYCHECK EXCEPTIONS

- **Incorrect Paycheck:** Employees are responsible for notifying their supervisor upon receipt of an incorrect paycheck. Failure of an employee to call the incorrect paycheck to the attention of the supervisor, and failure to return the incorrect check the same day, will delay the correction process until the next payroll period. If an employee's supervisor is unavailable or if the employee has not received a prompt and fully acceptable reply within three (3) business days, he/she should immediately contact his/her timekeeper. If the employee has not received a satisfactory response within five (5) business days after reporting his/her concern to the timekeeper, he/she should immediately contact the mayor.
- **Lost or Stolen Paycheck:** Employees are responsible for notifying their supervisor of a lost or stolen paycheck. A paycheck cannot be reissued until the bookkeeper receives written confirmation from the bank that the lost or stolen paycheck has not cleared the bank and the stop payment order is in effect. This may cause a delay in reissuing the check because this process may take up to three (3) working days.
- **Method of Payment for Temporary, Seasonal, Contract Labor Employees:** Temporary, Seasonal, and Contract Labor employees are paid in the same manner as regular full-time and part-time positions.

**CHAPTER 7
LEAVES**

HOLIDAYS

The Town observes all Federal Holidays and two (2) personal floating days off of employee’s choice upon advanced approval of the supervisor. Employees will be paid at a rate in accordance with their regular hours or 8 hours per day for full-time employees. The two (2) personal days do not rollover from year to year.

GENERAL-LEAVE TIME

Leave time is time during normal working hours in which an employee does not engage in the performance of job duties and is either paid or unpaid. Leave time must be approved by the appropriate supervisor at least two (2) days prior to the requested leave dates.

BREAKS AND LUNCHESES

A supervisor may establish breaks and lunch periods for their employees in accordance with their service and work requirements. Employees may be granted one fifteen (15) minute break for each four (4) hours worked. Employees are paid while on break. A lunch period may be thirty minutes or one hour depending on the work schedule approved by the mayor or supervisor. Lunch periods are in addition to the regular eight-hour work period. Employees are not paid during their lunch period; therefore, they should be relieved of all duties and be free to leave their posted workstation.

VACATION

All regular full-time employees are eligible to accrue paid vacation leave. No vacation leave benefits may be used by a new Town employee during the first six (6) months of employment, unless approved in advance by the appropriate supervisor. After completion of six (6) months, 40 hours of vacation leave are credited to the employee’s account. Upon completion of first (1st) year, an additional 40 hours of vacation leave are credited to the employee’s account for a total of 80 hours of vacation leave for the first (1st) full year of employment. After first (1st) year, employees earn vacation leave as follows:

Length of Service	Vacation Leave
Through the tenth year:	80 Hours per year
Eleven through fifteen years	120 Hours per year
Sixteen or more years	160 Hours per year

- **Accumulation of Vacation Leave:** Employees are encouraged to use their accrued vacation leave each year. An employee may carry over unused vacation to the next full year after accrual. If vacation leave is not taken by the end of the second calendar year, it is lost and cannot be used. If an employee is unable to take vacation due to work obligations, the mayor may approve carry over of the unused vacation time.

All regular full-time employees with at least six (6) months of service are eligible to accrue paid vacation leave. Town employees are encouraged to take regular vacations at least annually.

Part-time employees and temporary employees (full-time or part-time) do not earn vacation

leave.

- **Payment for Unused Vacation Leave Upon Termination:** When an employee leaves the service of the Town, he or she will be paid for his or her accrued but unused vacation leave balance up to the maximum amount he or she would normally accrue in one year. The rate of pay will be determined by the salary rate in effect at the time of termination.
- **Responsibility for Verification:** supervisors are responsible for determining that leave is accrued and available for use in the amounts requested by an employee. In addition, these officials are responsible for ensuring that all vacation and sick leave usage is recorded on the timesheet sent to the bookkeeper for payroll purposes.

SICK LEAVE

Sick leave is designed to protect against the loss of income due to personal illness or injury, or an illness or injury of a member of an employee's immediate family. The following are considered immediate family for use of sick leave: current spouse, child or parent that depends on you for care.

Any employee who is absent from duty and reports sickness as the reason for such absence shall be required to present a return-to-work slip/physicians release upon their return to work, for absences of 2 or more consecutive workdays.

Non-exempt hourly employees who report off sick shall be paid sick leave benefits beginning the second (2nd) day, unless hospitalized or scheduled for an outpatient procedure, in which case they will be paid from the first (1st) day of sickness.

Non-exempt salaried and exempt salaried employees are paid from the first (1st) day.

- **Notice of Leave** - Notice that an employee is sick and cannot report for duty will be made in every case to the immediate supervisor or supervisor. This notice should be made by the employee reporting sick, at least one (1) hour before reporting time.
- **Illness while on duty** - When an employee becomes sick while on duty to the extent that he/she must leave his/her work, he/she shall immediately notify their supervisor.
- **Probationary employees** - Hourly non-exempt employees who are still serving their probationary period shall accrue sick leave as provided; however sick leave pay will only be granted to employees who have completed their probationary period. Salaried non-exempt and exempt employees may use sick leave at the discretion of the supervisor as long as they have accumulated sick leave available.
- **Accumulation** - After six (6) months of employment, an employee accrues 4.00 hours of sick leave each pay period. An employee with accrued sick leave may use it if the employee is absent from work due to:
 - i. Personal illness or physical or mental incapacity;
 - ii. Medical or optical examinations or treatments;
 - iii. Medical quarantine resulting from exposure to a contagious disease; or

- iv. Illness of a member of the employee's immediate family who requires the employee's personal care and attention.

Advance notice of such leave should be given, in any event no later than the scheduled work time, unless emergency conditions exist. Supervisors may require written verification by a physician of medical disability. An employee may carry over unused sick leave for the duration of their employment with the Town up to fifty (50) days. Excessive use of sick leave with adequate justification is cause for disciplinary action including dismissal.

- **Abuse of benefits** - Use of sick leave for a purpose other than that for which it was approved, requested or intended, or for a reason that is not in compliance with this policy may be considered an indication of an employee's inability to perform the job and may constitute grounds for disciplinary action up to and including termination. Evidence of abuse of sick leave can include, but is not limited to:
 - i. Excessive absenteeism;
 - ii. Evidence of malingering;
 - iii. Frequent absences on Friday and/or Monday;
 - iv. Exhausting sick leave as it is accrued; or
 - v. Frequent absences prior to or following a holiday.

Employees who are disciplined for abusing sick leave may be required to bring a doctor's note when using any sick leave.

SUPPLEMENTAL INJURY LEAVE

The Town provides paid leave to full-time, regular employees to make up the difference between Workers' Compensation benefits (Temporary Income Benefits) and gross pay under the Town of Fulton's Disability Management and Supplemental Leave Policy.

FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA)

The Town complies with The Family and Medical Leave Act of 1993.

DEATH OF A FAMILY MEMBER LEAVE (Funeral Leave)

A full-time employee who has completed the probationary period shall be granted up to three (3) days off in the case of the death of a member of the immediate family. The three (3) days referred to herein are to be taken during a two week time period limited to the two weeks following the death of the immediate family member. The leave will be paid at the employee's regular rate of pay. If any additional time off is needed by the employee for related business then the employee may use vacation or leave without pay with supervisor approval.

Proof of death and family relationship is required by the Town in order to claim this benefit. A member of the immediate family shall mean: father, mother, grandparents, husband, wife, brother, sister, brother-in-law, sister-in-law, son, daughter, father and mother of spouse, grandparents of spouse, legal guardian of an employee or spouse, grandchildren, and son-in-law or daughter-in-law.

JURY DUTY

The Town shall grant jury duty leave for an employee summoned to serve on any grand, petit, or municipal court jury. Jury duty leave will also be granted for an employee who has been

subpoenaed on behalf of the Town. The Town shall not discharge an employee from employment because of the nature or length of the employee’s jury service. When an employee is on jury leave, he/she shall continue to receive his/her regular rate of pay in addition to any per diem received by the employee from the state or the court for jury service. The time spent on jury duty that coincides with the employee’s regular work time is counted as straight time for overtime calculation purposes. If an employee is chosen as a juror, they must notify their supervisor immediately and fulfill the citizenship obligation. If the employee is not selected as a juror, the employee is required to report back to work upon being released from service. If more than 50% of the employee’s shift remains at the time the employee is released from service, the employee is expected to report back to work during that shift. If less than 50% of the employee’s shift is left at the time the employee is released from service, the employee is expected to report to work on their next scheduled shift. All employees must provide proof of attendance from the presiding court to their supervisor upon their return to work. Proof of attendance must be attached to the employee’s time sheet.

MILITARY LEAVE

Members of the Armed Forces of the United States or recognized reserves are entitled to a leave of absence when engaged in authorized training or duty ordered by the proper authority not to exceed 15 days in any one calendar year. An employee ordered to extended active duty is entitled to all the reemployment rights and benefits provided by law.

CIVIL LEAVE

Employees are granted civil leave, with pay, for jury duty, for serving as a subpoenaed witness in an official proceeding and for the purpose of voting at the regular rate of pay for that employee when taking leave during normal business hours.

UNAUTHORIZED LEAVE OF ABSENCE

Any unauthorized absence from work for a period of three consecutive working days will be considered abandonment of position or resignation.

LEAVE WITHOUT PAY

In addition to such leave of absence an employee may be entitled to under the Town’s Family and Medical Leave (FMLA) Policy, the supervisor may grant any regular employee in his/her department a leave of absence without pay for a period not to exceed seven (7) calendar days. Leave of absence of an employee for a period beyond seven (7) days granted by the supervisor shall be presented to the supervisor for recommendation. The request shall state the entire additional time desired and the reasons thereof. The supervisor shall forward the request, with their recommendation, to the mayor. The mayor shall have the sole authority to grant such a request and him/her ruling shall be final. No leave will be granted under this policy for the purpose of enabling employees to accept outside employment. No employee shall be given leave to take a position outside the Town service for more than sixty (60) days in any calendar year, unless it clearly appears that the public interest is to be served by such a leave.

CHAPTER 8 TERMINATION

TERMINATION OF TOWN EMPLOYMENT

All employees who leave the services of the Town will be required to surrender and return to their departments or other proper source all records and/or property of the Town of Fulton which may be in their possession or custody.

RESIGNATION

Any employee who terminates his/her position with the Town of his/her own accord. The Town requests that departing employees give at least two (2) weeks' notice of resignation. On the next regular pay day the employee is eligible to be paid for unused vacation as provided by the vacation policy. The employee will not be paid for unused sick leave unless they are a Civil Service employee.

TERMINATION/DISCHARGE

Any employee whose employment is terminated by the Town for any reason. Within six (6) days of the termination the employee will be paid for unused vacation as provided by the vacation policy. The employee will not be paid for unused sick leave.

LAY-OFF

Any employee whose employment is terminated due to unfavorable business conditions, e.g., budget constraints. Within six (6) days of the lay-off the employee will be paid for unused, accrued vacation time. The employee will not be paid for unused sick leave. All lay-offs because of the reduction in force shall be in inverse order of seniority by classification within the department. Re-employment shall be in inverse order of lay-offs, for a period of 90 days after lay-off. However, nothing shall prevent the Town from laying off those with more seniority but less qualifications.

ABANDONMENT/INVOLUNTARY RESIGNATION

An employee who is absent for more than three (3) consecutive scheduled workdays without approval and notification to their supervisor is considered to have abandoned his employment. This applies to an employee during the normal course of employment as well as the scheduled return from vacation or leave of absence. On the next scheduled pay day the employee will be paid any unused vacation as provided by the vacation policy. The employee will not be paid for unused sick leave.

RETIREMENT

An employee who qualifies under the guidelines of the Texas Municipal Retirement System or the Texas Town Fireman's Relief and Retirement Fund to receive a monthly annuity payment is considered an eligible retiree from the Town of Fulton. An eligible retiree will be paid for unused vacation as provided by the vacation policy and unused accrued sick leave up to a maximum of 45 days upon retirement. Eligible retirees who retire after January 1, 1994, have the right to purchase a continuation of health benefits coverage at the time of retirement, as per Chapter 175, Local Government Code.

DEATH

In the event of an employee's death, the designated beneficiary will receive any earned salary,

unused vacation as provided by the vacation policy and unused accrued sick leave up to a maximum of 45 days. The City Secretary will assist the family of the deceased, executor or designated beneficiary to expedite the processing of any Town provided life insurance benefits or retirement benefits, if any.

**CHAPTER 9
BENEFITS**

HEALTH, DENTAL AND VISION INSURANCE

The Town provides Medical, Vision and Dental Insurance to all full-time employees (employee only) provided they have completed at least one (1) month of employment and they are actively employed at the next open enrollment time for insurance renewal. Additional coverage for spouses, eligible children or whole family coverage is available if applied for at the time the employee applies, open enrollment or within 30 days of a qualifying event. Any premium for dependents paid for by the employee is paid through payroll deductions.

LIFE AND DISABILITY INSURANCE (L&D)

Basic Life Insurance is provided by the Town to all full-time employees (employee only) in accordance with the current insurance carrier. The Town can adjust, as needed, with Council approval, all medical insurance benefits. Additional life insurance coverage for an employee and dependents of one-half (1/2) to three times (3X) the employee’s salary are available and any premium for dependents paid for by the employee is paid through payroll deductions. Retiree life insurance is also available, and any premium paid for by the employee is paid through payroll deductions.

RETIREMENT

All employees except Firefighters will be enrolled in the Texas Municipal Retirement System unless an employee has voluntarily opted to not participate in the Town’s retirement plan. Employees will contribute 7% of their salary, tax deferred. The Town matches the employees’ contribution to the Texas Municipal Retirement System.

Retirement contributions begin immediately upon employment to provide retirement benefits when eligible.

STATUTORY BENEFITS

All full-time, part-time, and temporary employees are covered by statutory benefits. Statutory benefits include:

Medicare portion of Social Security - All employees hired after 4/1/86 are covered under the federal guidelines.

- Workers Compensation: The Town carries workers’ compensation insurance which extends to any employee injured in the course and scope of their employment. Reporting is covered under the Town of Fulton’s Safety Policy.
- Unemployment Compensation: The Town participates in the state’s Unemployment Insurance Program.

VOLUNTARY PAYROLL DEDUCTIONS

The Town agrees to withhold deductions that an employee requests, provided that the request is in writing and approved by the Town.

**CHAPTER 10
TRAVEL AND TRAINING**

GENERAL

The policy of the Town is that employees are to be reimbursed for necessary and reasonable job-related expenses incurred in the authorized conduct of public business, including business related travel. All travel shall be at the lowest cost reasonably available. Out of Town travel is permissible provided, it is authorized in advance and does not exceed budgetary limitations.

TRAVEL ADVANCE REQUEST FORM

An advance for estimated travel expenses is required. The form must include the purpose of the trip, the destination (town and state), and the departure/return dates and times. The travel request form may be obtained from the City Secretary.

REIMBURSABLE EXPENSES

The Town will pay the employees' actual expenses as authorized within this administrative directive, except for meals and incidental expenses (M & IE). Meals and incidental expenses will only be paid on a per diem basis and based on rates established by the U.S. General Services Administration for the current fiscal year. If neither the Town nor county is listed, the rate for meals and incidental expenses will be the standard CONUS destination rate. Itemized receipts must be provided for all expenses. The per diem shall be adjusted for partial travel days. Meal related tips are included in the per diem rate total.

The Town will not pay for meals for individuals who are not employed by the Town except with the written approval of the supervisor stating the business purpose of the meal.

The Town will not pay for social or recreational conference functions that are separate ticketed events not included in the base conference registration fee without prior approval of the supervisor (to be noted on request for travel process).

ALCOHOL PURCHASES

Under no circumstances will the cost of alcoholic beverages be reimbursed, nor should they be charged on a Town issued credit card. Employees are expected to pay for any alcoholic beverages separate from any eligible meal.

TRANSPORTATION (AIR)

Commercial Airlines: The Town will pay for coach roundtrip airfare and will not pay for seat upgrades.

TRANSPORTATION (VEHICLE)

The Town will not ensure payment for rental cars without the prior written approval of the employee's supervisor. When renting vehicles, the employee's personal auto insurance is the primary source of coverage in the event of an accident. The appropriate size of the rental vehicle should depend on such factors as the number of passengers, and the amount of luggage and/or

equipment being carried.

- **Taxi and Ride Shares:** The Town will reimburse employees' taxi and ride share fares for required transportation.
- **Personal Vehicles:** With the approval of the department supervisor, employees may use their personal vehicle for out-of-Town travel. The Town will pay the Internal Revenue Service mileage reimbursement rate in effect at the time of travel.

Those employees receiving a car allowance will not be paid mileage reimbursement for travel, which is within 50 miles (one way) of their office.

The Town will pay for any additional work-related mileage at the destination. A mileage log will be required.

The Town will pay for parking expenses, including airport parking (at the general or remote parking rate). For airport parking, supporting documentation must be provided and can be obtained from the airport's website. Mileage reimbursement to the airport, will be calculated from the employee's office (workday destination) or from the employee's home to the airport, whichever is less.

If an employee is driving a personal vehicle outside of the Town and has car failure, the Town will pay the expense of towing the vehicle to the nearest garage, over and above the employee's personal towing insurance coverage. The employee must pay for all repairs. The towing invoice and insurance documentation will be required.

- **Town Vehicles:** Town vehicles should be used when available or at the discretion of the supervisor. Direct expenses associated with the use of a Town vehicle, which are incurred by the employee, such as gasoline and oil, will be reimbursed.

HOTEL ACCOMMODATIONS

The Town will pay actual expenses for hotels, motels, or other lodging. Employees must request the reduced government rate or conference rate when making reservations. Town employees are not exempt from hotel taxes and will be reimbursed for such taxes.

Incidental expenses are covered as part of the per diem rate.

TRAVEL ON BEHALF OF OTHER AGENCIES

With the approval of the department supervisor, employees may be granted travel time on behalf of other organizations. In unusual circumstances, the mayor is authorized to approve an advance of Town funds for travel expenses incurred on such trips.

TRAVEL OUTSIDE NORMAL WORKDAY

Compensation, for travel required outside an employee's normal working hours (i.e. Saturday, Sunday, early morning, evening), will be calculated according to the department requirements and consistent with the Fair Labor Standards Act and accompanying regulations.

OTHER AUTHORIZATIONS/APPROVALS

Authorization for Travel approval for supervisors will be the next level of supervision, as appropriate.

CHAPTER 11 FINANCIAL POLICIES AND PROCEDURES

ACCOUNTS PAYABLE

- The City Secretary is the designated official to receive and open all invoices. This ensures a single point of contact for suppliers and avoids confusion.
- The City Secretary is responsible for coding the invoices to the correct general ledger account and fund. This step is crucial to ensure that the expenses are correctly categorized in the financial system.
- The Comptroller reviews the coded invoices, cross-checking each with its respective purchase order or agreement to ensure accuracy before approving them.
- The Mayor serves as the final line of approval, verifying the correctness of the Comptroller's review and the appropriateness of the expenses.
- The approved invoices are given to the Bookkeeper, who functions as the Accounts Payable Clerk, for processing the payment.
- After processing payment, the Comptroller will review the checks and paid bills to ensure correct payment has been made.
- All checks must be dual signed by the City Secretary and the Mayor to maintain checks and balances. In case either is unavailable, two Council Members are authorized to sign checks.
- The signed checks are handed over to the Administrative Assistant for mailing or disbursement. They must maintain a complete, up-to-date list of checks, which includes check number, date, payee, amount, and mailing or disbursement date.

CHECK HANDLING AND DEPOSITS

- All received checks or money orders should be endorsed immediately upon receipt and handed over to the City Secretary by the end of the day.
- The Fulton Convention Center Coordinator, upon receiving checks or money orders as payment, must remit them to the City Secretary within 24 hours.
- The City Secretary is responsible for securely storing all received checks in the safe until the deposit day.
- On Fridays, the City Secretary will prepare the deposit slips, cross-checking them with the received checks or money orders, and deliver them to the bank.

CASH HANDLING

- Cash transactions are restricted to fines and fees at the Municipal Court, fishing pier pole fees, and retail sales at the pier.
- All cash transactions must be recorded immediately upon receipt with a receipt issued to the payer.
- At the end of each day, the total cash received must be reconciled with the recorded transactions, securely stored, and prepared for deposit.

CREDIT CARD CHARGES

- Employees should limit the use of the town's credit cards for official expenses only and must avoid routine transactions unless authorized.
- The City Secretary, who may have several routine monthly transactions, should ensure that all transactions are properly documented and submitted for reconciliation.

PROCUREMENT

- Procurement activities should be conducted in a fair and transparent manner. Wherever possible, multiple quotes should be obtained to ensure value for money.
- A purchase order or contract must be issued for each procurement, and the details should be accurately reflected in the financial system.

RECORD KEEPING

- The City Secretary, Comptroller, and Bookkeeper are collectively responsible for maintaining accurate and timely financial records. This includes keeping records of all invoices, checks, cash receipts, credit card transactions, and procurement documents.
- All records should be stored securely and systematically for ease of retrieval during audits or reviews. Electronic copies should be backed up regularly.

This policy is designed to maintain high standards of fiscal integrity and accountability. It should be followed by all employees involved in the Town of Fulton's financial transactions. Any deviations from these policies and procedures must be documented and approved by the Mayor.

Owner Certification

State of Texas
County of Aransas

UBALDO M. VASQUEZ

does hereby certify that I (we) are the owner(s) of the lands embraced within the boundaries of the foregoing plat and that that I (we) have had said land surveyed and platted as shown hereon; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the ____ day of _____, A.D., 2023.

UBALDO M. VASQUEZ

State of Texas
County of Aransas

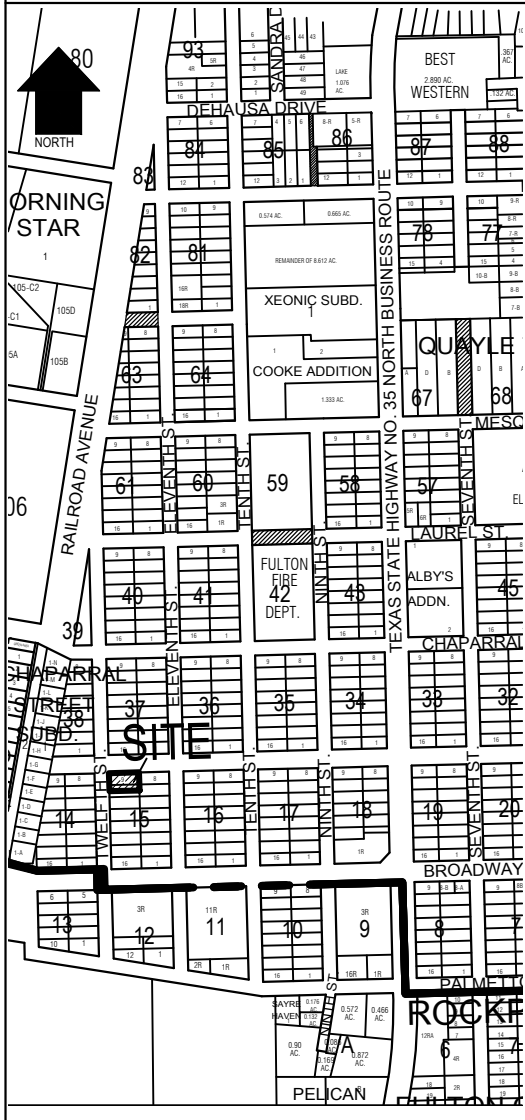
This instrument was acknowledged before me by:

UBALDO M. VASQUEZ

This the ____ day of _____, A.D., 2023.

Notary Public in and for the State of Texas

Locator Map



Flood Data

This is to certify that I have consulted the Federal Flood Hazard Map dated 2-17-16, and found that the property described herein is (or) is not located in a "Special Flood Hazard Area."

Flood Zone "X", Base Elevation N/A, Panel No. 0235G, Community No. 480012

This information is based on scaling the location of this survey on the above referenced map and is intended to be used to determine insurance rates only and not identify specific flooding conditions.

SUBJECT TO CHANGE BY FEMA.

Firm Name and Address

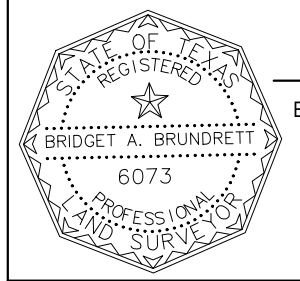
Griffith & Brundrett Surveying & Engineering, Inc. 411 S. Pearl St., P.O. Box 2322 Rockport, Texas 78381

Surveyor Certification

State of Texas
County of Aransas

I, Bridget A. Brundrett, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared from surveys made on the ground under my direction and supervision and is true and correct, and that I have been engaged to set all lot and block corners and reference points and complete such operations without delay.

This the ____ day of _____, A.D., 2023.



BRIDGET A. BRUNDRETT R.P.L.S. Reg. No. 6073

Town of Fulton Building Inspector

State of Texas
County of Aransas

This plat of the herein described property is approved on behalf of the Town of Fulton by the Town Building Inspector.

This the ____ day of _____, A.D., 2023.

Town Building Inspector

Fulton Town Council

State of Texas
County of Aransas

This plat of the herein described property is approved on behalf of the Town of Fulton by the Town Council.

This the ____ day of _____, A.D., 2023.

Mayor

Town Secretary

Notes

- 1) 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All set 5/8" steel rebar capped with "Griffith & Brundrett." SS/8" = Set 5/8" Steel Rebar
- 2) Bearing and Directional Control based on NAD 83, Texas State Plane, South Central Zone.
- 3) Total platted area contains 0.215 acres or 9,375 square feet of land.
- 4) Property falls within the Town Limits of Fulton and must comply with all city codes, regulations and set backs.

County Clerk's Certification

State of Texas
County of Aransas

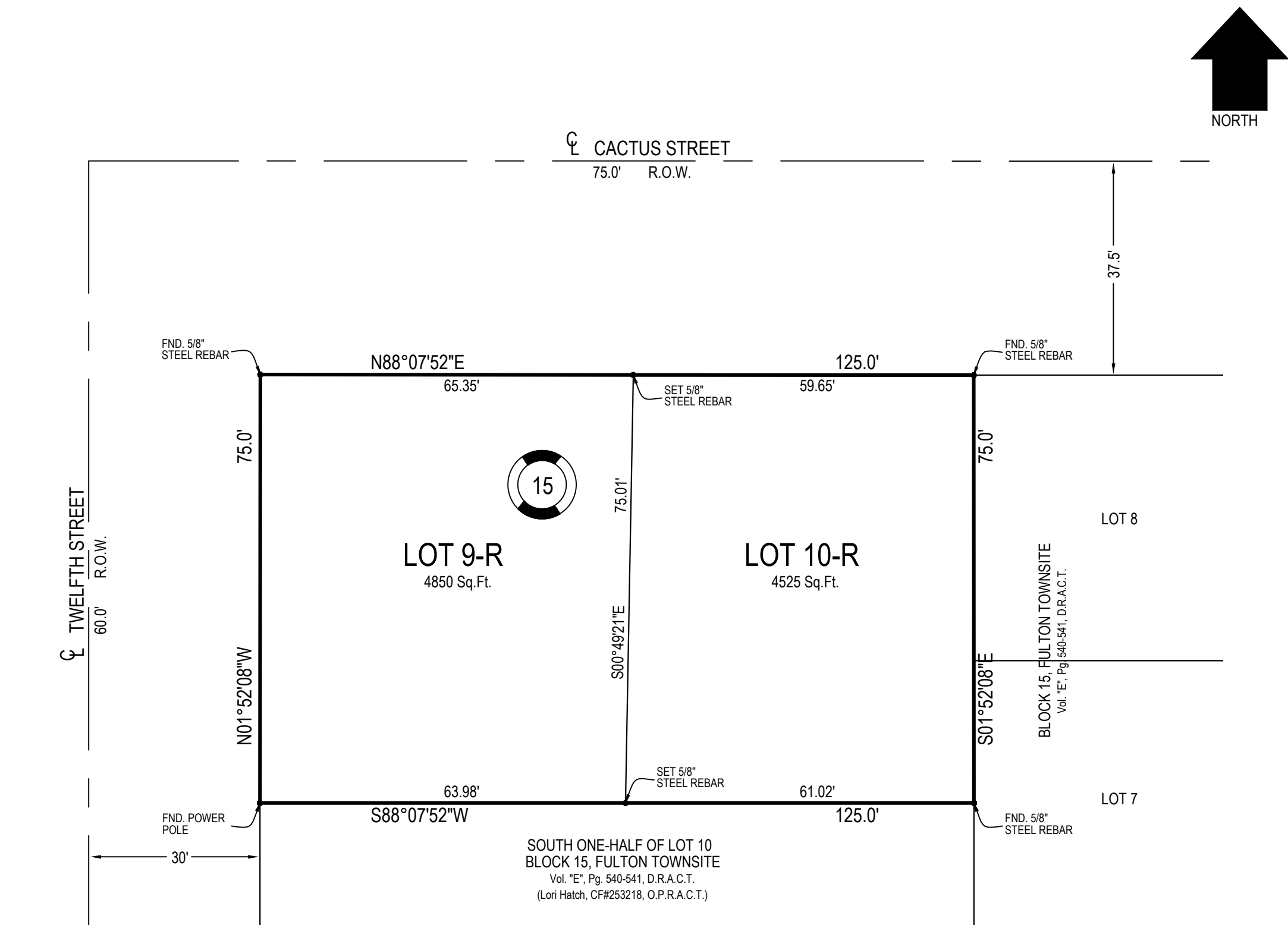
I, Misty Kimbrough, Clerk of the County Court in and for Aransas County, Texas, do hereby certify that the foregoing instrument of writing dated the ____ day of _____, A.D. 2023, with its certificate of authentication was filed for record in my office the ____ day of _____, A.D. 2023, at ____ o'clock ____ m. and duly recorded the ____ day of _____, A.D. 2023, at ____ o'clock ____ in the Plat Records of Aransas County, Texas in Volume _____, Page _____.

Witness my hand and seal of the County Court, in and for Aransas County Texas, at office in Rockport, Texas, the day and year last written above.

Misty Kimbrough

By: Deputy

Clerk's File No. _____



Final Plat of:
LOTS 9-R & 10-R, BLOCK 15,
FULTON TOWNSITE

TOWN OF FULTON, ARANSAS COUNTY, TEXAS,

BEING A REPLAT OF LOT 9 AND THE NORTH ONE-HALF OF LOT 10, BLOCK 15, FULTON TOWNSITE, TOWN OF FULTON, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME "E", PAGES 540-541, DEED RECORDS OF ARANSAS COUNTY, TEXAS.

SCALE 1" = 20' AUGUST 23, 2023

