CITY COUNCIL REGULAR MEETING

Tuesday, April 12, 2022 at 5:30 PM
Glen Rose City Hall, Council Chambers,
201 NE Vernon, Glen Rose, TX 76043

AGENDA

City Hall will be open to the public.
Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 874 5810 5945 • Passcode 697592 • or dial 1-346-248-7799

CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call

CITIZEN/VISITOR COMMENTS *(Limited to three minutes per person.)*

CONSENT AGENDA *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

1. **Consider approval or other action regarding the minutes of the Regular City Council Meeting Held on March 8, 2022. (R. Sosol)**

2. **Consider approval or other action regarding the accounts payable report for payments made during March 2022. (R.Sosol)**

3. **Consider approval or other action regarding a financial report for March 2022. (M.Leamons)**

4. **Consider approval or other action regarding selection of Stakeholders. (M.Leamons)**

STAFF REPORTS

5. **Public Works Director Report**
   - Update on progress of city projects

6. **Police Chief Report**
   - Police Activity Report

7. **Building/Planning/Code Enforcement Report**
   - Update on progress of city projects

8. **CVB Director Report**
   - Update on upcoming projects

9. **City Administrator Report**

10. **City Secretary Report**

MAYOR AND COUNCIL MEMBER REPORTS

ANNOUNCEMENTS/PRESENTATIONS

INDIVIDUAL ITEMS FOR CONSIDERATION

11. Discussion, consideration, and possible action on a Glen Rose ISD Demographic Study.

12. Discussion, consideration, and possible action on award of contract to Maguire Iron for the renovation of the Standpipe at Well #5.

13. Discussion, consideration, and possible action on proposals for municipal solid waste collection, hauling, and disposal services.

14. Discussion, consideration, and possible action on amending the City's Personnel Policy with respect to overtime, comp time, tuition reimbursement, incentive pay, PTO reimbursement, and cross training.

15. Discussion, consideration, and possible action on adopting an Ordinance Designating "No Parking" zones on Robin, College, and Lake View Streets in the vicinity of 3 B Beers, Brats, and Burgers. (Harris)

16. Discussion, consideration, and possible action regarding request from the Lamures to purchase Elm Street right-of-way between 101 NE Vine and 106 SW Vine.

17. Discussion, consideration, and possible action on Resolution approving an Advance Funding Agreement with TxDOT for a Transportation Alternatives Set-Aside sidewalk grant project.

18. Discussion, consideration, and possible action on approving a contract for electricity for 12, 24, 36, or 48 months beyond the end of the City's current contract on May 31, 2027

19. Discussion, consideration, and possible action on adopting an Ordinance declaring the area within the Moody Booker 1960 Plat of the City of Glen Rose, an area generally bounded by Elm, 5th, Sam Houston, and 3rd Streets, and a 3.76-acre tract in the Jose Antonio Hernandez Survey, A-44, to be part of the City.

20. Discussion, consideration, and possible action regarding Atmos Energy corporation Mid-Tex 2022 Rate Review Mechanism Filing

EXECUTIVE SESSION

21. Executive Session: Tx Gov't Code 551.074 - Personnel Matters – City Attorney Pendleton

22. Executive Session: Tx Gov't Code 551.074 - Personnel Matters – City Secretary

ACTION ON EXECUTIVE SESSION

23. Discussion, consideration, and possible action regarding item discussed in Executive Session – City Attorney

24. Discussion, consideration, and possible action regarding item discussed in Executive Session – City Secretary.

ADJOURN

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.glenrosetexas.org and said notice was posted on the following date and time: Friday, April 8, 2022, by 5:00 PM and remained posted for at least two hours after said meeting was convened.

This building is wheelchair accessible. Any request for sign interpretation or other services should be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at (254) 897-2272 x 102.

Rosario Sosol-Lihaut

ROSARIO SOSOL-LIHAUT
Deputy City Secretary

Certification of NOTICE OF MEETING was removed on: _____ at _____ am/pm

by _____ . _____

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Consider approval or other action regarding the minutes of the Regular City Council Meeting held on March 8, 2022.		
PREPARED BY:	Deputy City Secretary Sosol	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Minutes for the March 8, 2022 Regular City Council Meeting;		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

RECOMMENDED ACTION:

Approve minutes as presented.

MINUTES OF THE CITY OF GLEN ROSE CITY COUNCIL REGULAR MEETING

Tuesday, March 08, 2022 at 5:30 PM

The City Council of the City of Glen Rose met in a Regular Meeting on Tuesday, March 08, 2022 in the Glen Rose City Hall, Council Chambers, 201 NE Vernon, Glen Rose, TX 76043 at 5:30 PM to consider the following items of business:

City Hall will be open to the public.
Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 857 4813 7719 • Passcode 871264 • or dial 1-346-248-7799

CALL TO ORDER

Invocation, Pledge of Allegiance, Roll Call

CALL TO ORDER - *Mayor Pro-Tem Joslin called the meeting to order at 5:30 pm.*

Invocation - led by Michael Leamons

Pledge of Allegiance - led by Councilmember Freas

Texas Pledge of Allegiance - led by Councilmember Conrad

Roll Call

Council present
Mayor Julia Douglas (Arrived at 5:35 pm)
Mayor Pro Tem Chip Joslin
Councilmember Demetra Conrad
Councilmember Kelly Harris
Councilmember George Freas
Councilmember TJ Walker

Staff Present
City Administrator Michael Leamons
Deputy City Secretary Rosario Sosol
Chief of Police Buck Martin
Public Works Director Jim Holder
Building Official Kyle Reeves

Executive Session was moved to the beginning of the meeting.

Mayor Pro Tem Joslin called to Executive Session at 5:34 pm

Mayor Douglas joined the Executive Session at 5:35 pm

Mayor Douglas closed Executive Session at 5:47 pm

Mayor Douglas reconvened the regular meeting at 5:48 pm

CITIZEN/VISITOR COMMENTS *(Limited to three minutes per person.)*

CITIZEN/VISITOR COMMENTS

There were no citizen comments

CONSENT AGENDA *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

Motion made by Councilmember Walker, Seconded by Councilmember Conrad to approve consent agenda items as presented.

Vote 5/0. Voting Yea: Mayor Pro Tem Joslin, Councilmember Conrad, Councilmember Harris, Councilmember Freas, Councilmember Walker

1. Consider approval or other action regarding the minutes of the Regular City Council Meeting held on February 8, 2022 and minutes of the Special City Council Meeting held on February 18, 2022.

2. Consider approval or other action regarding an accounts payable report for payments made during January 2022. (R. Sosol)

3. Consider approval or other action regarding a financial report for February 2022

4. Consider approval or other action regarding amending City Secretary Job Description

5. Consider approval or other action on Resolution adopting Covid-19 Pandemic Relief Recovery Plan.

6. Consider approval or other action on amended Hotel Occupancy Tax Interlocal Agreement with Somervell County.

7. Consideration and possible approval regarding Ordering the cancellation of the General Election for May 2022.

STAFF REPORTS

8. Public Works Director Report
- Update on progress of city projects

Public Works Director Report
- Update on progress of city projects

9. Police Chief Report
- Police Activity Report

Police Chief Report
- Police Activity Report

10. Building/Planning/Code Enforcement Report
- Update on progress of city projects

Building/Planning/Code Enforcement Report
- Update on progress of city projects

11. CVB Director Report
- Update on upcoming projects

12. City Administrator Report

13. City Secretary Report

MAYOR AND COUNCIL MEMBER REPORTS

There were no Mayor or Councilmember Reports.

ANNOUNCEMENTS/PRESENTATIONS

There were no announcements or presentations

PUBLIC HEARING - BOA

Mayor Douglas called the Public Hearing at 6:04 pm

14. Board of Adjustment - Public hearing regarding a request from Alice and Simon Santillanes, owners, for variance request from the minimum setback requirements for carports and accessory buildings for the placement of an accessory building in front portion of lot. Tract: F7-4, Abst: A136, A136 MILAM CO SCH LD, TRACT F7-4, 306 Hereford Street, Glen Rose, Texas, zoned R-1 (Single-Family Residential District).

INDIVIDUAL ITEMS FOR CONSIDERATION

15. Board of Adjustment – Discussion, consideration and possible action on the request from Alice and Simon Santillanes, owners, for variance request from the minimum setback requirements for carports and accessory buildings for the placement of an accessory building in front portion of lot. Tract: F7-4, Abst: A136, A136 MILAM CO SCH LD, TRACT F7-4, 306 Hereford Street, Glen Rose, Texas, zoned R-1 (Single-Family Residential District).

    Building Official Kyle Reeves presented the item to Council

    Motion was made by Councilmember Harris, Seconded by Councilmember Freas to approve a variance from the minimum setback requirements for carports and accessory buildings for the placement of an accessory building in front portion of 306 Hereford Street, Glen Rose, Texas, zoned R-1.

    Vote 4/1.Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker. Abstain: Councilmember Conrad.

16. Discussion, consideration, and possible action regarding approval of revised 2022 Joint Election Agreement with GRISD.

    City Administrator Leamons presented the item to Council.

Ms. Kayla O'Quinn from GRISD addressed the Council.

Motion was made by Councilmember Harris, Seconded by Mayor Pro Tem Joslin to approve revised 2022 Joint Election Agreement with GRISD with changes.

Vote 5/0. Voting Yea: Mayor Pro Tem Joslin, Councilmember Conrad, Councilmember Harris, Councilmember Freas, Councilmember Walker

17. Discussion, consideration, and possible action on revisions to the City's Investment Policy and investment allocations.

City Administrator Leamons presented the item to Council. Scott McIntyre of Hilltop Securities reviewed and revised the City's Investment Policy.

Motion made by Councilmember Freas, Seconded by Mayor Pro Tem Joslin to approve the City's Investment Policy with the pertinent changes.

Vote 5/0. Voting Yea: Mayor Pro Tem Joslin, Councilmember Conrad, Councilmember Harris, Councilmember Freas, Councilmember Walker

18. Discussion, consideration, and possible action on Professional Services Agreement with Peloton Land Solutions on developing a Comprehensive Plan for the City.

City Administrator Leamons presented the item to Council

Motion made by Councilmember Harris, Seconded by Councilmember Freas to approve Professional Services Agreement with Peloton Land Solutions on developing a Comprehensive Plan for the City with the change of incorporating the team to be involved with the project into the agreement.

Vote 5/0. Voting Yea: Mayor Pro Tem Joslin, Councilmember Conrad, Councilmember Harris, Councilmember Freas, Councilmember Walker

Mayor Douglas recessed the regular meeting at 7:15 pm

Mayor Douglas reconvened the regular meeting at 7:21 pm

19. Discussion, consideration, and possible action on amending Chapter 13 "Utilities" and Article A5.000 "Utility Rates and Charges" of the City's Code of Ordinances

City Administrator Leamons presented the item to Council

Motion made by Mayor Pro Tem Joslin, Seconded by Councilmember Freas to amend Chapter 13 "Utilities" and Article A5.000 "Utility Rates and Charges" of the City's Code of Ordinances with changes.

Vote 5/0. Voting Yea: Mayor Pro Tem Joslin, Councilmember Conrad, Councilmember Harris, Councilmember Freas, Councilmember Walker.

20. Discussion, consideration, and possible action on approving Resolution adopting a revised City of Glen Rose Personnel Policy.

    City Administrator Leamons presented the item to Council

    Motion made by Councilmember Freas, seconded by Councilmember Conrad to approve Resolution adopting a revised City of Glen Rose Personnel Policy without the proposed changes for Section 3.06(a) related to overtime. This matter is to be revisited at the next meeting along with proposals for tuition reimbursement and certification pay programs.

    Vote 5/0. Voting Yea: Mayor Pro Tem Joslin, Councilmember Conrad, Councilmember Harris, Councilmember Freas, Councilmember Walker

21. Discussion, consideration, and possible action regarding a tuition reimbursement program for employees.

    Councilmember Walker presented the item to Council.

    No action was taken.

22. Discussion, consideration, and possible action on an Ordinance Amending the City's Trash Collection Rates.

    Councilmember Conrad presented the item to Council.

    Motion made by Councilmember Conrad, Seconded by Councilmember Harris to approve Ordinance Amending the City's Trash Collection Rates.

    Vote 2/3. Voting Yea: Councilmember Conrad, Councilmember Harris. Voting Nay: Mayor Pro Tem Joslin, Councilmember Freas, Councilmember Walker.

    Motion failed

23. Discussion, consideration, and possible action on amending both the Procedures for Placing an Item on the Agenda and the City Council Meeting Date Resolution.

    Mayor Douglas presented the item to Council

    No action was taken.

24. Discussion, consideration, and possible action on Resolution to amend the FY 2021-22 Budget.

    City Administrator Leamons presented the item to Council

    Motion was made by Mayor Pro Tem Joslin, Seconded by Councilmember Harris to approve Resolution to amend the FY 2021-22 Budget, but to increase account # 10-05-5201 for Attorney expenses from $30,000.00 to $40,000.00 and to reduce account # 10-40-5739 for Barnard Street Sidewalk from $80,000.00 to $70,000.00

Vote 5/0. Voting Yea: Mayor Pro Tem Joslin, Councilmember Conrad, Councilmember Harris, Councilmember Freas, Councilmember Walker

EXECUTIVE SESSION

Executive Session was moved to start of the meeting. Mayor Pro Tem Joslin opened the Executive Session at 5:34 pm.

25. Executive Session: Tx Gov't Code 551.074 - Personnel Matters – City Secretary Applicants

26. Executive Session: Tx Gov't Code 551.071 - Consultation with Attorney – Eminent Domain for an Easement.

ACTION ON EXECUTIVE SESSION

27. Discussion, consideration, and possible action on item discussed in Executive Session regarding personnel matters – City Secretary Applicants

    No action was taken.

28. Discussion, consideration, and possible action regarding item discussed in Executive Session – Consultation with City Attorney regarding eminent domain for an easement.

    No action was taken.

ADJOURN

With no further business before the Council, Mayor Douglas adjourned the meeting at 8:36pm.

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.glenrosetexas.org and said notice was posted on the following date and time: Friday, March 04, 2022, by 05:00 PM and remained posted for at least two hours after said meeting was convened.

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APPROVED:

Julia Douglas, Mayor

ATTEST:

Rosario Sosol-Lihaut, Deputy City Secretary

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Consider approval or other action regarding an accounts payable report for payments made during March 2022.		
PREPARED BY:	Deputy City Secretary Sosol	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Accounts payable report		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

RECOMMENDED ACTION:

Approve as presented.

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	3/1/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employer 2/13/2022	$3,827.24
	3/1/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employee 2/13/2022	$1,888.01
	3/1/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employee 1/30/2022	$1,960.74
	3/1/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employer 1/30/2022	$3,974.71
	3/1/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employee 2/4/2022	$637.03
	3/1/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employer 2/4/2022	$1,291.34
	3/4/2022	Colonial Insurance	10-2033	Critical Illness Ins W/H	CRITICAL ILL INS AFTER TAX 1/30/2022	$22.22
	3/4/2022	Colonial Insurance	10-2033	Critical Illness Ins W/H	CRITICAL ILL INS AFTER TAX 2/13/2022	$22.22
	3/4/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 1/30/2022	$6.24
	3/4/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 1/30/2022	$89.34
	3/4/2022	Aflac	10-2027	Cancer Ins W/H	AFLAC Cancer Insurance Pre-Tax 1/30/2022	$56.31
	3/4/2022	Aflac	10-2025	Accident Ins W/H	AFLAC 1/30/2022	$14.94
	3/4/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Death Rider After Tax 1/30/2022	$5.10
	3/4/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 2/4/2022	$3.12
	3/4/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 2/4/2022	$25.92

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	3/4/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 2/13/2022	$3.12
	3/4/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 2/13/2022	$63.42
	3/4/2022	Aflac	10-2027	Cancer Ins W/H	AFLAC Cancer Insurance Pre-Tax 2/13/2022	$56.31
	3/4/2022	Aflac	10-2025	Accident Ins W/H	AFLAC 2/13/2022	$14.94
	3/4/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Death Rider After Tax 2/13/2022	$5.10
	3/4/2022	Wyoming Child Support Enforcement	10-2020	Child Support W/H	Case ID 244527 2/27/2022	$136.15
	3/4/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 2/27/2022	$240.00
	3/4/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 2/27/2022	$173.08
	3/4/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 2/27/2022	$20.77
	3/4/2022	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employer 2/27/2022	$399.83
	3/4/2022	Internal Revenue Service	10-2018	Fed Tax W/H	FEDERAL WITHHOLDING 2/27/2022	$2,054.22
	3/4/2022	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employee 2/27/2022	$1,709.66
	3/4/2022	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employee 2/27/2022	$399.83
	3/4/2022	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employer 2/27/2022	$1,709.66
	3/3/2022	HSA Bank	10-2024	Health Ins W/H	February contributions Justice	$24.97

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	3/14/2022	Wyoming Child Support Enforcement	10-2020	Child Support W/H	Case ID 244527 3/13/2022	$136.15
	3/18/2022	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employee 3/14/2022	$7.00
	3/18/2022	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employer 3/14/2022	$7.00
	3/18/2022	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employee 3/14/2022	$1.64
	3/18/2022	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employer 3/14/2022	$1.64
	3/18/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 3/13/2022	$240.00
	3/18/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 3/13/2022	$173.08
	3/18/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 3/13/2022	$20.77
	3/18/2022	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employer 3/13/2022	$391.45
	3/18/2022	Internal Revenue Service	10-2018	Fed Tax W/H	FEDERAL WITHHOLDING 3/13/2022	$1,999.06
	3/18/2022	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employee 3/13/2022	$1,673.75
	3/18/2022	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employee 3/13/2022	$391.45
	3/18/2022	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employer 3/13/2022	$1,673.75
	3/29/2022	Colonial Insurance	10-2033	Critical Illness Ins W/H	CRITICAL ILL INS AFTER TAX 2/27/2022	$22.22
	3/29/2022	Colonial Insurance	10-2033	Critical Illness Ins W/H	CRITICAL ILL INS AFTER TAX 3/13/2022	$22.22

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	3/29/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 2/27/2022	$3.12
	3/29/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 2/27/2022	$63.42
	3/29/2022	Aflac	10-2027	Cancer Ins W/H	AFLAC Cancer Insurance Pre-Tax 2/27/2022	$56.31
	3/29/2022	Aflac	10-2025	Accident Ins W/H	AFLAC 2/27/2022	$14.94
	3/29/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Death Rider After Tax 2/27/2022	$5.10
	3/29/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 3/13/2022	$3.12
	3/29/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 3/13/2022	$63.42
	3/29/2022	Aflac	10-2027	Cancer Ins W/H	AFLAC Cancer Insurance Pre-Tax 3/13/2022	$56.31
	3/29/2022	Aflac	10-2025	Accident Ins W/H	AFLAC 3/13/2022	$14.94
	3/29/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Death Rider After Tax 3/13/2022	$5.10
	3/29/2022	Blue Cross Blue Shield	10-2024	Health Ins W/H	Health Ins-Employer 2/27/2022	$3,143.42
	3/29/2022	Blue Cross Blue Shield	10-2024	Health Ins W/H	HEALTH INSURANCE 2/27/2022	$165.64
	3/29/2022	Blue Cross Blue Shield	10-2024	Health Ins W/H	Health Ins-Employer 3/13/2022	$3,143.36
	3/29/2022	Blue Cross Blue Shield	10-2024	Health Ins W/H	HEALTH INSURANCE 3/13/2022	$165.64
					Total	**$34,500.56**

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Streets & Parks						
	3/4/2022	City of Glen Rose	10-40-5404	Water	Water consumption from 01-21-22 to 02-20-22	$53.90
	3/4/2022	Charter Business	10-40-5401	Telephone	401 Farr Plaza internet	$42.87
	3/4/2022	Glen Rose Pest Control	10-40-5175	Herbicides & Insecticides	Pest control 401 Farr Plaza	$120.00
	3/4/2022	Higginbotham Building Center - Glen Rose	10-40-5604	Repair & Maint - Struct	Paint/repair planter box	$39.93
	3/4/2022	Higginbotham Building Center - Glen Rose	10-40-5655	Concrete	Concrete	$209.70
	3/4/2022	Higginbotham Building Center - Glen Rose	10-40-5636	Street Paint	Paint/supplies for Big Rocks parking area	$314.83
	3/4/2022	Hundley Hydraulic	10-40-5602	Repair & Maint - Equip	Hydraulic valve for bucket truck	$31.25
	3/4/2022	Smith Supply, Inc.	10-40-5120	Tools	Replacement test lead kit	$21.56
	3/4/2022	Smith Supply, Inc.	10-40-5604	Repair & Maint - Struct	Led bulbs for 401 Farr Plz	$115.36
	3/4/2022	TXU Energy	10-40-5403	Electric	Electricity	$672.89
	3/4/2022	TXU Energy	10-40-5421	Street Lighting	Electricity	$2,384.62
	3/2/2022	Atmos Energy	10-40-5405	Gas	Gas consumption PW	$212.39
	3/10/2022	AT&T Mobility	10-40-5401	Telephone		$45.31
	3/10/2022	O'Reilly Automotive, Inc.	10-40-5600	Vehicle Repair	Antifreeze	$39.98
	3/10/2022	O'Reilly Automotive, Inc.	10-40-5600	Vehicle Repair	Wiper blades for fleet truck	$30.90
	3/10/2022	O'Reilly Automotive, Inc.	10-40-5602	Repair & Maint - Equip	Wiper blades for dump truck	$19.08
	3/11/2022	Fuelman	10-40-5608	Gas/Oil/Lube	Gasoline PW	$231.26

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Streets & Parks						
	3/16/2022	Citibank	10-40-5421	Street Lighting	Electrical Supplies	$392.00
	3/16/2022	Citibank	10-40-5421	Street Lighting	Light bulbs (led)/lock for photocell sensor	$249.54
	3/16/2022	Citibank	10-40-5859	Street Signs	No parking signs/Big Rocks/Grand Ave	$408.29
	3/16/2022	Citibank	10-40-5108	Uniforms	Uniforms Todd Shipman	$378.17
	3/29/2022	Blue Cross Blue Shield	10-40-5005	Health Insurance	Health Ins-Employer	$35.91
	3/29/2022	AT&T Mobility	10-40-5401	Telephone		$45.31
	3/29/2022	AT&T (Scada)	10-40-5401	Telephone	SCADA system	$16.46
	3/29/2022	Charter Business	10-40-5401	Telephone	Internet 401 Farr PLaza	$42.87
	3/29/2022	City of Glen Rose	10-40-5404	Water	Water usage February-March	$53.90
	3/29/2022	Cleburne Welding And Industrial Supply	10-40-5100	Supplies	Cylinder rental fee for oxygen/acetylene	$30.13
	3/29/2022	Senergy Petroleum, LLC	10-40-5608	Gas/Oil/Lube	Diesel	$889.08
	3/29/2022	Spikes Auto Parts	10-40-5600	Vehicle Repair	Tire repair/Service truck	$20.00
	3/29/2022	Uline Shipping Supply Specialists	10-40-5720	Park Development	2 dog waste system receptacles for Riverwalk	$688.81
	3/29/2022	United Cooperative Services	10-40-5421	Street Lighting	Street lighting	$105.50
	3/29/2022	Vulcan Construction Materials, LLC	10-40-5156	Asphalt	3 loads sand for weather event	$513.25
	3/29/2022	Atmos Energy	10-40-5405	Gas	ATMOS 401 Farr Plaza	$126.61
	3/25/2022	Fuelman	10-40-5608	Gas/Oil/Lube	PW Gasoline	$170.49

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Streets & Parks						
					Total	**$8,752.15**
Non Departmental						
	3/4/2022	City of Glen Rose	10-65-5404	Water	Water consumption from 01-21-22 to 02-20-22	$244.37
	3/4/2022	Enprotec/Hibbss/Todd	10-65-5202	Engineering	Engineer services	$480.00
	3/4/2022	Pitney Bowes Global Financial	10-65-5217	Postage, Copier Lease	Invoice # 02242022	$456.15
	3/4/2022	Somervell Central Appraisal District	10-65-5805	Qrt S.C.A.D.	Quarterly tax payment 2nd QT	$3,289.09
	3/4/2022	Staples Credit Plan	10-65-5109	Office Supplies	Desk organizer/sign holder/hanging folders	$35.36
	3/4/2022	Staples Credit Plan	10-65-5107	Janitorial Supplies	Disinfecting wipes CH	$44.99
	3/4/2022	Staples Credit Plan	10-65-5109	Office Supplies	Binders/ink/copy paper CH	$73.56
	3/4/2022	Staples Credit Plan	10-65-5109	Office Supplies	Ink cartridges for printer at Maint. Facility	$486.00
	3/4/2022	Staples Credit Plan	10-65-5109	Office Supplies	Flash drives CE	$24.99
	3/4/2022	Staples Credit Plan	10-65-5109	Office Supplies	Binder	$12.29
	3/4/2022	Staples Credit Plan	10-65-5109	Office Supplies	File folders/correction tape	$39.47
	3/4/2022	TXU Energy	10-65-5403	Electric	Electricity	$253.94
	3/2/2022	Atmos Energy	10-65-5405	Gas	Gas consumption CH	$215.50
	3/2/2022	Kinect Communications, LLC	10-65-5401	Telephone	Recurring charges/portal desktop	$405.82

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non Departmental						
	3/7/2022	FAST Inc.	10-65-5223	Accounting Software & Support	Invoice # 22-1069	$1,000.00
	3/10/2022	Brenda L. James	10-65-5226	Cpa	January 2022 bank reconciliations/general ledger adjustments/	$312.50
	3/10/2022	Xerox Corporation	10-65-5217	Postage, Copier Lease	Invoice # 015650677	$304.97
	3/16/2022	BizProtect	10-65-5224	It Support	Access granted to Rosario to the CS folder	$52.50
	3/16/2022	Citibank	10-65-5109	Office Supplies	Document copies at county/credit card service fees	$28.00
	3/29/2022	3cGeo	10-65-5202	Engineering	Interactive web map maintenance and hosting fee	$400.00
	3/29/2022	City of Glen Rose	10-65-5404	Water	Water usage February-March	$237.31
	3/29/2022	Staples Credit Plan	10-65-5109	Office Supplies	Office supplies/CS office and CH	$299.99
	3/29/2022	Windstream	10-65-5401	Telephone	Windstream	$60.00
	3/29/2022	Windstream	10-65-5401	Telephone	Internet services	$493.41
	3/29/2022	Windstream	10-65-5402	Internet	Internet services	$493.40
	3/29/2022	Atmos Energy	10-65-5405	Gas	Account # 3024937327	$137.34
	3/29/2022	Brenda Lozano De Reza	10-65-5225	Janitorial Services	Janitorial services CH	$650.00
					Total	**$10,530.95**
Law Enforcement						
	3/4/2022	City of Glen Rose	10-90-5404	Water	Water consumption from 01-21-22 to 02-20-22	$53.90

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Law Enforcement						
	3/4/2022	Staples Credit Plan	10-90-5801	Miscellaneous Exp	Disinfecting wipes Police office	$44.99
	3/4/2022	TXU Energy	10-90-5403	Electric	Electricity	$185.79
	3/4/2022	M-Pak, Inc	10-90-5108	Uniforms	Officer Ramirez uniforms	$601.47
	3/4/2022	Got You Covered	10-90-5108	Uniforms	Uniform boots/vest/ Officer Ramirez	$550.98
	3/10/2022	AT&T Mobility	10-90-5401	Telephone	AT&T Mobility	$80.38
	3/10/2022	Law Enforcement Systems, Inc	10-90-5100	Supplies	Traffic tickets w/warnings, code, code violation notice, trespass warnings, impoundment sheets	$450.00
	3/10/2022	The Police and Sheriffs Press	10-90-5100	Supplies	Invoice # 159475	$32.58
	3/10/2022	WorkQuest	10-90-5100	Supplies	Toxicology & Blood Alcohol drug test kits	$65.00
	3/11/2022	Fuelman	10-90-5608	Gas/Oil/Lube	Gasoline PD	$39.17
	3/16/2022	BizProtect	10-90-5860	Computer Hardware	Computer equipment installation for Officer Ramirez	$367.50
	3/16/2022	BizProtect	10-90-5860	Computer Hardware	Computer equipment for Officer Ramirez	$1,383.06
	3/16/2022	BizProtect	10-90-5860	Computer Hardware	Printer and freight for Officer Ramirez	$464.99
	3/16/2022	Citibank	10-90-5801	Miscellaneous Exp	Keys for Officer Ramirez	$8.62
	3/16/2022	Citibank	10-90-5500	Training	Update class for Officer Ramirez	$15.00
	3/16/2022	Citibank	10-90-5108	Uniforms	Uniform baseball caps	$117.79
	3/16/2022	Citibank	10-90-5501	Travel	Meals for officer during trip to buy uniforms	$30.09

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Law Enforcement						
	3/29/2022	AT&T Mobility	10-90-5401	Telephone		$145.78
	3/29/2022	City of Glen Rose	10-90-5404	Water	Water usage February-March	$48.07
	3/29/2022	Kologik LLC	10-90-5603	Equipment	Police Department software/set up/installation/ remote training	$3,300.00
	3/29/2022	Spinks & Green Auto Supply	10-90-5608	Gas/Oil/Lube	Ticket # 851949	$155.17
	3/25/2022	Fuelman	10-90-5608	Gas/Oil/Lube	Police Gasoline	$89.74
	3/29/2022	Brenda Lozano De Reza	10-90-5225	Janitorial Services	Janitorial services Police Office	$250.00
					Total	**$8,480.07**
Animal Control						
	3/4/2022	Higginbotham Building Center - Glen Rose	10-55-5603	Equipment	Plier/hose garden	$50.02
	3/4/2022	Higginbotham Building Center - Glen Rose	10-55-5100	Supplies	Keys	$5.97
	3/4/2022	Nextlink Broadband	10-55-5402	Internet	Internet service AC	$110.83
	3/4/2022	Terry Veterinary Clinic	10-55-5237	Adoption Reimbursement	Neuter fee	$60.00
	3/4/2022	Terry Veterinary Clinic	10-55-5237	Adoption Reimbursement	Neuter fee	$60.00
	3/4/2022	TXU Energy	10-55-5403	Electric	Electricity	$466.95
	3/8/2022	HSA Bank	10-55-5005	Health Insurance	Justice's HSA contribution	$24.97
	3/10/2022	AT&T Mobility	10-55-5401	Telephone		$86.28

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Animal Control						
	3/10/2022	Animal Care Equipment And Services LLC	10-55-5603	Equipment	Invoice # 99803	$274.07
	3/10/2022	Christy Wilson	10-55-5501	Travel	Legislative update class/Christy Wilson	$37.54
	3/10/2022	Dinosaur Valley Pest Service	10-55-5203	Contract Labor	Pest service for AC facilitites	$65.00
	3/11/2022	Fuelman	10-55-5608	Gas/Oil/Lube	Gasoline AC	$272.09
	3/16/2022	BizProtect	10-55-5224	It Support	Software installation	$52.50
	3/16/2022	BizProtect	10-55-5224	It Support	Microsoft software for AC	$299.98
	3/16/2022	Baxter Chemical And Janitorial Supply	10-55-5100	Supplies	Trash bags/mop heads/cleaning supplies	$342.60
	3/14/2022	Brookshire Brothers	10-55-5100	Supplies	Water for AC	$18.97
	3/15/2022	Christy Wilson	10-55-5501	Travel	Meals for Christy Wilson for Basic CE class	$125.00
	3/16/2022	HSA Bank	10-55-5005	Health Insurance	February HSA for JM	$228.19
	3/29/2022	AT&T Mobility	10-55-5401	Telephone		$86.28
	3/29/2022	Walmart Community/Capital One	10-55-5100	Supplies	AC facilities/batteries/bleach	$76.30
	3/25/2022	Fuelman	10-55-5608	Gas/Oil/Lube	AC Gasoline	$110.70
	3/29/2022	Nextlink Broadband	10-55-5402	Internet	Internet service for AC	$110.83
					Total	**$2,965.07**

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Administration						
	3/4/2022	Smith Supply, Inc.	10-60-5604	Repair & Maint - Struct	Wall pack security light bulb CH/led bulbs for council chambers	$172.68
	3/4/2022	TXU Energy	10-60-5406	CVB/Oakdale Electric	Electricity	$5,880.74
	3/10/2022	AT&T Mobility	10-60-5401	Telephone		$43.14
	3/10/2022	AT&T Mobility	10-60-5401	Telephone	AT&T Mobility	$43.14
	3/16/2022	Citibank	10-60-5401	Telephone	Data storage PW Director	$0.99
	3/16/2022	Citibank	10-60-5801	Miscellaneous Exp	Camera monitor for front desk	$49.99
	3/16/2022	Citibank	10-60-5803	Software	CD Drive chamber/software CS	$44.91
	3/16/2022	Glen Rose Reporter	10-60-5210	Legal Notices & Advertising	Legal notice/Waste Collection and Disposal Services proposal	$149.00
	3/16/2022	Rosario Sosol	10-60-5501	Travel	Mileage reimbursement for training	$82.49
	3/16/2022	Stephanie McDonald	10-60-5202	Engineering	Administrative assistant services from February 7th to March 4th	$1,130.00
	3/29/2022	AT&T Mobility	10-60-5401	Telephone	AT&T Mobility	$43.14
	3/29/2022	AT&T Mobility	10-60-5401	Telephone		$43.14
	3/29/2022	Walmart Community/Capital One	10-60-5801	Miscellaneous Exp	Water for meetings	$35.28
					Total	**$7,718.64**
Legislative						
	3/10/2022	AT&T Mobility	10-05-5145	Exp Mayor & Council	AT&T Mobility	$43.14

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Legislative						
	3/14/2022	Brookshire Brothers	10-05-5145	Exp Mayor & Council	Water for meetings	$19.96
	3/14/2022	Taylor, Olson, Adkins, Sralla& Elam, L.L.P.	10-05-5201	Attorney	Consultation with TOASE	$9,683.00
	3/29/2022	AT&T Mobility	10-05-5145	Exp Mayor & Council	AT&T Mobility	$43.14
	3/30/2022	Julia Douglas	10-05-5502	Mayor & Council Travel	Training at Austin on 04-01-22	$185.45
					Total	**$9,974.69**
Code Enforcement						
	3/10/2022	AT&T Mobility	10-50-5401	Telephone	AT&T Mobility	$43.14
	3/11/2022	Fuelman	10-50-5608	Gas/Oil/Lube	Gasoline CE	$48.93
	3/16/2022	Citibank	10-50-5801	Miscellaneous Exp	Copies at county for open records request/credit card service fee	$209.72
	3/16/2022	Glen Rose Reporter	10-50-5210	Legal Notices & Advertising	BOA Notice	$53.00
	3/16/2022	Glen Rose Reporter	10-50-5210	Legal Notices & Advertising	Notice of Public Hearing	$55.00
	3/29/2022	AT&T Mobility	10-50-5401	Telephone	AT&T Mobility	$43.14
	3/25/2022	Fuelman	10-50-5608	Gas/Oil/Lube	CE Gasoline	$64.97
					Total	**$517.90**
Municipal Court						
	3/10/2022	Clayton Bryant	10-80-5000	Wages Court	Prosecutor services for 03/08/2022	$500.00

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Municipal Court						
	3/16/2022	Citibank	10-80-5500	Training	Seminar to renew hours Court Clerk/Municipal Judge	$200.00
	3/29/2022	Mickey Garrett	10-80-5203	Contract Labor	Judge's services for the month of March	$500.00
					Total	**$1,200.00**
Preservation Board						
	3/16/2022	Citibank	10-96-5501	Travel Expense	Travel expenses and housing for training Ann Carver	$651.29
					Total	**$651.29**

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Non-Departmental						
	3/1/2022	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employer 2/13/2022	$1,324.28
	3/1/2022	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employee 2/13/2022	$653.27
	3/1/2022	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employee 1/30/2022	$638.59
	3/1/2022	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employer 1/30/2022	$1,294.51
	3/4/2022	Colonial Insurance	20-2025	Accident Ins W/H	COLONIAL ACCIDENT 1/30/2022	$18.68
	3/4/2022	Colonial Insurance	20-2025	Accident Ins W/H	COLONIAL ACCIDENT 2/13/2022	$18.68
	3/4/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 1/30/2022	$4.74
	3/4/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 1/30/2022	$54.06
	3/4/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 2/13/2022	$4.74
	3/4/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 2/13/2022	$54.06
	3/4/2022	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employer 2/27/2022	$126.47
	3/4/2022	Internal Revenue Service	20-2018	Fed Tax W/H	FEDERAL WITHHOLDING 2/27/2022	$705.70
	3/4/2022	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employee 2/27/2022	$540.74
	3/4/2022	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employee 2/27/2022	$126.47
	3/4/2022	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employer 2/27/2022	$540.74

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Non-Departmental						
	3/11/2022	Pamela Sloan	20-2003	Meter Refunds Payable	Refunds	$75.67
	3/11/2022	Tammy Stinson	20-2003	Meter Refunds Payable	Refunds	$53.08
	3/11/2022	Richard Ory	20-2003	Meter Refunds Payable	Refunds	$150.00
	3/11/2022	Kelsey Brandenburg	20-2003	Meter Refunds Payable	Refunds	$150.00
	3/16/2022	Magnitude Real Estate	20-2003	Meter Refunds Payable	Refunds	$200.00
	3/16/2022	David Mitchell	20-2003	Meter Refunds Payable	Refunds	$80.60
	3/18/2022	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employer 3/13/2022	$133.29
	3/18/2022	Internal Revenue Service	20-2018	Fed Tax W/H	FEDERAL WITHHOLDING 3/13/2022	$762.18
	3/18/2022	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employee 3/13/2022	$569.90
	3/18/2022	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employee 3/13/2022	$133.29
	3/18/2022	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employer 3/13/2022	$569.90
	3/28/2022	One Rocky Hill, Llc	20-2003	Meter Refunds Payable	Refunds	$138.29
	3/28/2022	Casey Carnes	20-2003	Meter Refunds Payable	Refunds	$96.14
	3/28/2022	Roffino Custom Homes	20-2003	Meter Refunds Payable	Refunds	$134.00
	3/28/2022	John Gibson	20-2003	Meter Refunds Payable	Refunds	$28.05
	3/28/2022	John Stadler	20-2003	Meter Refunds Payable	Refunds	$72.32
	3/28/2022	Hunter Blanks	20-2003	Meter Refunds Payable	Refunds	$134.00

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Non-Departmental						
	3/28/2022	Nelson Roberts	20-2003	Meter Refunds Payable	Refunds	$24.50
	3/29/2022	Colonial Insurance	20-2025	Accident Ins W/H	COLONIAL ACCIDENT 2/27/2022	$18.68
	3/29/2022	Colonial Insurance	20-2025	Accident Ins W/H	COLONIAL ACCIDENT 3/13/2022	$18.68
	3/29/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 2/27/2022	$4.74
	3/29/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 2/27/2022	$28.14
	3/29/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 3/13/2022	$4.74
	3/29/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 3/13/2022	$28.14
	3/29/2022	Blue Cross Blue Shield	20-2024	Health Ins W/H	Health Ins-Employer 2/27/2022	$1,132.84
	3/29/2022	Blue Cross Blue Shield	20-2024	Health Ins W/H	HEALTH INSURANCE 2/27/2022	$41.41
	3/29/2022	Blue Cross Blue Shield	20-2024	Health Ins W/H	Health Ins-Employer 3/13/2022	$1,132.80
	3/29/2022	Blue Cross Blue Shield	20-2024	Health Ins W/H	HEALTH INSURANCE 3/13/2022	$41.41
					Total	**$12,062.52**
Water						
	3/4/2022	Bio Chem Lab, Inc.	20-10-5238	Lab Fees	Feb 2022 Water Bac-t analysis	$66.00
	3/4/2022	Cleburne Welding And Industrial Supply	20-10-5100	Supplies	Cylinder rental Oxy-Acetylene	$33.36
	3/4/2022	Charter Business	20-10-5401	Telephone	401 Farr Plaza internet	$42.87

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Water						
	3/4/2022	Enprotec/Hibbss/Todd	20-10-5700	Capital Improvements	Engineer services	$6,206.00
	3/4/2022	Higginbotham Building Center - Glen Rose	20-10-5120	Tools	Tools for water department	$35.85
	3/4/2022	Smith Supply, Inc.	20-10-5100	Supplies	Mapp gas cylinders/faucet covers/foil tape for pipe insulation	$61.27
	3/4/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 3	$2,705.50
	3/4/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 4	$7,579.25
	3/4/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 5	$5,314.75
	3/4/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 6	$1,918.00
	3/4/2022	TXU Energy	20-10-5400	Utilities (Elec)	Electricity	$1,170.29
	3/2/2022	Atmos Energy	20-10-5405	Gas	Gas consumption PW	$212.39
	3/10/2022	AT&T Mobility	20-10-5401	Telephone	AT&T Mobility	$43.14
	3/11/2022	Fuelman	20-10-5608	Gas/Oil/Lube	Gasoline PW	$234.92
	3/29/2022	AT&T Mobility	20-10-5401	Telephone	AT&T Mobility	$43.14
	3/29/2022	AT&T (Scada)	20-10-5401	Telephone	SCADA system	$16.46
	3/29/2022	Bio Chem Lab, Inc.	20-10-5238	Lab Fees	Bact. Samples for water department	$66.00
	3/29/2022	Charter Business	20-10-5401	Telephone	Internet 401 Farr PLaza	$42.87
	3/29/2022	DPC Industries, Inc	20-10-5160	Process Chemicals	Chlorine gas cylinder fee	$92.00

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Water						
	3/29/2022	Prairielands Groundwater Conservation District	20-10-5299	Purchased Water	2022 Historic use permit fee 2nd QTR	$8,710.40
	3/29/2022	Public Management, Inc	20-10-5700	Capital Improvements	American Rescue Plan - Coronavirus Local Fiscal Recovery Funding	$4,500.00
	3/29/2022	Senergy Petroleum, LLC	20-10-5608	Gas/Oil/Lube	Diesel	$889.08
	3/29/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 3	$2,077.25
	3/29/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 4	$7,820.75
	3/29/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 5	$4,691.75
	3/29/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 6	$1,708.00
	3/29/2022	Atmos Energy	20-10-5405	Gas	Account # 3024900571	$126.61
	3/25/2022	Fuelman	20-10-5608	Gas/Oil/Lube	PW Gasoline	$102.80
	3/29/2022	Whiskey Shadows LLC	20-10-5601	System Repair	!7 joints of C900 pipe	$3,400.00
					Total	**$59,910.70**
Sewer						
	3/4/2022	Charter Business	20-20-5401	Telephone	Invoice # 004201302422	$42.86
	3/4/2022	TXU Energy	20-20-5400	Utilities (Elec)	Electricity	$677.24
	3/2/2022	Atmos Energy	20-20-5405	Gas	Gas consumption PW	$212.39

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Sewer						
	3/11/2022	Fuelman	20-20-5608	Gas/Oil/Lube	Gasoline PW	$171.19
	3/29/2022	AT&T (Scada)	20-20-5401	Telephone	SCADA system	$16.47
	3/29/2022	Charter Business	20-20-5401	Telephone	Internet 401 Farr PLaza	$42.86
	3/29/2022	Senergy Petroleum, LLC	20-20-5608	Gas/Oil/Lube	Disesel	$889.08
	3/29/2022	Windstream	20-20-5401	Telephone	Windstream	$26.01
	3/29/2022	Atmos Energy	20-20-5405	Gas	ATMOS 401 Farr Plaza	$126.61
	3/25/2022	Fuelman	20-20-5608	Gas/Oil/Lube	PW Gasoline	$414.65
					Total	**$2,619.36**
WWTP						
	3/4/2022	Higginbotham Building Center - Glen Rose	20-21-5604	Repair & Maint - Struct	OSB board/extension cord/markers/heater	$294.69
	3/4/2022	Staples Credit Plan	20-21-5109	Office Supplies	Office chair/office supplies WWTP	$319.24
	3/4/2022	Wallace Control	20-21-5601	System Repair	Invoice # 46266	$5,552.05
	3/10/2022	AT&T Mobility	20-21-5401	Telephone	AT&T Mobility	$86.28
	3/10/2022	Charter Business	20-21-5401	Telephone	Internet service WWTP	$120.61
	3/10/2022	Spikes Auto Parts	20-21-5608	Gas/Oil/Lube	Oil & oil filter for WWTP truck	$44.27
	3/16/2022	Citibank	20-21-5108	Uniforms	Tax Refund from uniforms purchase	($26.23)
	3/29/2022	AT&T Mobility	20-21-5401	Telephone	AT&T Mobility	$86.28

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
WWTP						
	3/29/2022	Bio Chem Lab, Inc.	20-21-5238	Lab Fees	Lab fees WWTP	$1,128.00
	3/29/2022	DPC Industries, Inc	20-21-5115	Chemical Supplies	Chlorine WWTP	$646.54
	3/29/2022	Layland Plumbing, Inc	20-21-5602	Repair & Maint - Equip	RPZ test for WWTP	$200.00
	3/29/2022	Usa Bluebook	20-21-5604	Repair & Maint - Struct	Scrub brush & pole for reuse screen WWTP	$96.09
	3/29/2022	United Cooperative Services	20-21-5400	Utilities	Electricity WWTP	$4,649.46
	3/29/2022	Windstream	20-21-5401	Telephone	Windstream	$52.00
	3/25/2022	Fuelman	20-21-5608	Gas/Oil/Lube	WWTP Gasoline	$70.96
					Total	**$13,320.24**
Non Departmental						
	3/2/2022	USIO Output Solutions	20-65-5106	Postage	Postage for water bills	$571.04
	3/2/2022	USIO Output Solutions	20-65-5110	Utility Billing Cards	Printing job for water bills	$181.32
	3/7/2022	FAST Inc.	20-65-5225	Utility Billing System&Support	Annual Subscription UB,AMR,OP -UB	$4,250.00
	3/7/2022	FAST Inc.	20-65-5225	Utility Billing System&Support	Service Order Annual Subcription	$1,500.00
	3/29/2022	USIO Output Solutions	20-65-5106	Postage	Postage for water bills and late notices	$550.71
	3/29/2022	USIO Output Solutions	20-65-5110	Utility Billing Cards	Late notices water bills	$179.67
					Total	**$7,232.74**

City of Glen Rose
Council Report
Check Date: 3/1/2022 to 3/31/2022

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Sanitation						
	3/10/2022	Republic Services # 794	20-45-5403	Trash Pickup	Trash services	$32,247.15
					Total	**$32,247.15**

City of Glen Rose
Council Report
3/1/2022 to 3/31/2022

Fund Totals

10	GENERAL FUND	$85,291.32
20	UTILITY FUND	$127,392.71
	Grand Total:	**$212,684.03**

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Consider approval or other action regarding a financial report for March 2022.		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Discussion regarding March Financial Report; Bonded Indebtedness Report; Sales and Use Tax Report; Cash and Investment Report; General Ledger Cash Balance Report; Budget Report; and, Utility Billing Report		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

Attached are several financial reports for Council review and approval.

RECOMMENDED ACTION:

Approve as presented.

DISCUSSION ON THE MONTHLY FINANCIAL REPORTS
PERIOD ENDING MARCH 31, 2022

Highlights

We have now passed the half-way mark for the fiscal year. With the receipt of $217,000 from TWDB for our Grand Avenue Lift Station Project, the Utility Fund moved into the black for March and stands within $100,000 of moving into the black for the year. The General Fund continues to be in the black both for March and for the year.

Report on Reserves

As of March 31st, the City held about $9.7 million in its various accounts which is roughly $500,000 more than last month's balance. $479,118 of the above total are restricted funds (customer deposit, bond payment, HOT, and dedicated court funds), leaving the City a balance of about $9.2 million in what, primarily, are reserve funds. If the adopted FY 2021-22 goes according to plan, the amount held in reserve will decrease by $1,770,000 over the course of the year, leaving the City with about $6.8 million in, primarily, reserve funds. (Usually the drawdown is less than what is budgeted due to lower than expected operating expenditures and capital projects that carry over into the next budget cycle.) The City's total operating budget for FY 2021-22, less capital expenditures, contingency funds, and dedicated court funds, is $3,680,065. With roughly $3.7 million in annual operating costs, the current $9.2 million in reserves would carry the City for about 30 months and the projected $6.8 million in reserves at the end of this fiscal year would carry the City for about 20 months.

General Ledger Cash Balance Report

As has been mentioned previously, often there are differences between the bank account balances and the general ledger cash balance reports. The general ledger report carries in its balance checks that were written in the past which have never been deposited. Also, the instant a transaction is entered into the general ledger, it shows up in the general ledger report, but it can take days for both deposits and withdrawals to clear the bank and be reflected in our bank account balances.

The general ledger cash balance for the various funds through March 31st is about $9.6 million, about a $350,000 increase from a month ago, and an increase of about $840,000 from a year ago.

General Ledger Cash Balance Report - Court Fund

The amount in the Court Fund has increased by about $360 from a month ago.

Cash and Investment Report

As noted above, there was about $9.7 million in the City's accounts as of March 31st, this is roughly $500,000 more than last month.

Budget Report - General Fund

For the month, revenues exceeded expenditures by about $94,000 and for the year by about $1,112,000.

Budget Report - Utility Fund

For the month, revenues have exceeded expenditures by about $250,000. As noted above, $217,000 of those revenues were catch up payments from TWDB. For the year, expenditures have exceeded revenues by about $96,000.

Sales and Use Tax Report

The State has not posted its sales and use tax figures for April (tax on sales made in February) in time to be included in this packet report. The table provided in last month's packet has been updated to show the funds received during March. The March payment came in at $122,481.96, about a 10% increase over last year's payment. For the past 12 months, revenues have increased by about 15% over the previous 12 month period.

CITY OF GLEN ROSE
BONDED INDEBTEDNESS AS OF March 31, 2022

BOND	MATURES	PRINCIPAL	INTEREST	TOTAL	OUTSTANDING
CO/2013 WWTP DESIGN	2022	$ 370,000	$ 32,223	$ 402,223	**$ 35,987**
CO/2016 WWTP CONSTRUCTION	2037	$ 3,520,000	$ 1,238,912	$ 4,758,912	**$ 3,751,553**

	CO/2013 WWTP DESIGN		CO/2016 WWTP CONSTRUCTION		TOTAL ANNUAL PAYMENT
	PAYMENT	INT. RATE	PAYMENT	INT. RATE	
2020-2021			**PAID**		
2021-2022	$ 35,987	2.82%	$ 200,236	1.43%	$ 236,223
2022-2023			$ 238,520	1.60%	$ 238,520
2023-2024			$ 235,960	1.78%	$ 235,960
2024-2025			$ 238,112	1.93%	$ 238,112
2025-2026			$ 234,928	2.06%	$ 234,928
2026-2027			$ 236,529	2.39%	$ 236,529
2027-2028			$ 237,466	2.66%	$ 237,466
2028-2029			$ 237,811	2.76%	$ 237,811
2029-2030			$ 237,843	3.04%	$ 237,843
2030-2031			$ 237,219	3.22%	$ 237,219
2031-2032			$ 236,101	3.36%	$ 236,101
2032-2033			$ 234,549	3.22%	$ 234,549
2033-2034			$ 238,109	3.22%	$ 238,109
2034-2035			$ 236,347	3.21%	$ 236,347
2035-2036			$ 234,445	3.21%	$ 234,445
2036-2037			$ 237,383	3.21%	$ 237,383
	$ 35,987		**$ 3,751,553**		**$ 3,787,540**

NOTE: 1. Payments on interest only are due on February 15th each year and payments on principal and interest are due on August 15th each year for each of the two bond issuances.

2. The THE CO/2013 WWTP DESIGN AND CO/2016 WWTP CONSTRUCTION DEBT ARE PAID WITH UTILITY SYSTEM REVENUES.

CITY OF GLEN ROSE
SALES AND USE TAX REPORT

Report for April Council Packet

	2021	2022	% Change
January	109,714.93	140,720.76	22.03%
February	168,437.23	157,699.38	-6.81%
March	109,932.23	122481.96	10.25%
	2020	2021	
April	83,459.16	101,103.73	17.45%
May	108,165.93	171,528.37	36.94%
June	100,858.20	136,631.88	26.18%
July	114,263.74	129,574.66	11.82%
August	125,484.48	168,800.51	25.66%
September	122,785.60	125,589.65	2.23%
October	110,856.26	127,727.12	13.21%
November	130,155.64	148,290.73	12.23%
December	134,172.50	142,862.07	6.08%
TOTAL	**1,418,285.90**	**1,673,010.82**	**15.23%**

Comparison of sales tax revenue for the most recent 12 month period versus that of a year ago. The number reported for March is for sales made in January. There's always a 2 month lag.

CASH AND INVESTMENT REPORT FOR THE CITY OF GLEN ROSE

March 2022

TEXPOOL	**$3,654,848.10**
BANK	**$3,493,120.01**
TEXSTAR	**$2,531,000.49**
TOTAL	**$9,678,968.60**

TEXPOOL

UTILITY SYSTEM REVENUE BOND RESERVE	0.15%	$246,185.45
WATER AND SEWER FUND	0.15%	$1,792,491.93
GENERAL FUND RESERVE	0.15%	$1,616,170.72
TOTAL TEXPOOL INVESTMENTS		$3,654,848.10

TexSTAR

GENERAL	0.01%	$2,531,000.49

FFB BANK ACCOUNTS

OAKDALE ELECTRICITY DEPOSIT CD	0.29%	$20,041.94
HOTEL OCCUPANCY	0.29%	$100.69
TXCDBG	0.29%	$252.38
TWDB 2016 CONSTRUCTION PROJECT	0.29%	$230,070.80
COURT TECHNOLOGY FUND	0.29%	$7,803.42
COURT SECURITY	0.29%	$8,198.50
MUNICIPAL JURY FUND	0.29%	$115.98
TRUANCY AND PREVENTION FUND	0.29%	$5,988.42
CUSTOMER DEPOSIT ACCOUNT	0.29%	$190,432.21
POOL CASH	0.29%	$3,050,157.61
TOTAL BANK BALANCES		$3,493,120.01

Investments are in compliance with the Investment Policy for the City of Glen Rose

CITY OF GLEN ROSE
GENERAL LEDGER CASH BALANCE REPORT BY FUND
March 31, 2022

	FUND	CURRENT BALANCE	MONTH AGO BALANCE	YEAR AGO BALANCE
1	GENERAL	$6,185,255.68	$6,089,510.10	$5,903,938.79
2	UTILITY	$3,395,515.07	$3,136,227.80	$2,719,580.68
3	CVB	$0.00	$0.00	$128,998.14
5	COURT*	$22,314.72	$21,949.03	$10,535.23
	TOTAL	**$9,603,085.47**	**$9,247,686.93**	**$8,763,052.84**

*The Court Fund includes amounts dedicated to security, technology, truancy prevention, and jury reimbursement.

City of Glen Rose
Financial Statement
As of March 31, 2022

10 - GENERAL FUND Legislative	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-05-5055 Mayor & Council Pay	0.00	833.33	(833.33)	2,050.00	10,000.00	20.50%	7,950.00
10-05-5145 Exp Mayor & Council	106.24	166.67	(60.43)	651.73	2,000.00	32.59%	1,348.27
10-05-5201 Attorney	8,775.00	4,523.81	4,251.19	14,623.00	40,000.00	36.56%	25,377.00
10-05-5240 Election Expense	0.00	1,250.00	(1,250.00)	1,790.90	15,000.00	11.94%	13,209.10
10-05-5401 Telephone	0.00	65.75	(65.75)	0.00	789.00	0.00%	789.00
10-05-5502 Mayor & Council Travel	185.45	625.00	(439.55)	2,909.11	7,500.00	38.79%	4,590.89
10-05-5503 Mayor & Council Training	0.00	208.33	(208.33)	515.00	2,500.00	20.60%	1,985.00
Legislative Totals	9,066.69	7,672.89	1,393.80	22,539.74	77,789.00	28.98%	55,249.26

City of Glen Rose
Financial Statement
As of March 31, 2022

10 - GENERAL FUND Streets & Parks	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-40-5000 Wages Streets & Parks	11,027.15	11,815.50	(788.35)	73,482.37	141,786.00	51.83%	68,303.63
10-40-5001 Overtime Streets & Parks	466.47	637.50	(171.03)	3,820.84	7,650.00	49.95%	3,829.16
10-40-5003 Payroll Taxes Streets/Pks	851.65	979.83	(128.18)	5,744.75	11,758.00	48.86%	6,013.25
10-40-5004 Retirement	1,630.94	1,817.42	(186.48)	11,138.21	21,809.00	51.07%	10,670.79
10-40-5005 Health Insurance	2,838.66	2,800.00	38.66	17,126.65	33,600.00	50.97%	16,473.35
10-40-5006 Life & Add Insurance	50.23	76.67	(26.44)	301.39	920.00	32.76%	618.61
10-40-5007 Workers Comp Insurance	0.00	682.75	(682.75)	5,374.06	8,193.00	65.59%	2,818.94
10-40-5008 Twc	0.00	358.50	(358.50)	36.49	4,302.00	0.85%	4,265.51
10-40-5010 Longevity	0.00	183.33	(183.33)	0.00	2,200.00	0.00%	2,200.00
10-40-5013 On Call	0.00	347.58	(347.58)	0.00	4,171.00	0.00%	4,171.00
10-40-5100 Supplies	30.13	266.67	(236.54)	1,092.55	3,200.00	34.14%	2,107.45
10-40-5107 Janitorial Supplies	0.00	150.00	(150.00)	0.00	1,800.00	0.00%	1,800.00
10-40-5108 Uniforms	378.17	201.67	176.50	1,168.18	2,420.00	48.27%	1,251.82
10-40-5120 Tools	21.56	208.33	(186.77)	60.82	2,500.00	2.43%	2,439.18
10-40-5122 Crack Sealant	0.00	1,100.83	(1,100.83)	0.00	13,210.00	0.00%	13,210.00
10-40-5156 Asphalt	513.25	666.67	(153.42)	1,029.92	8,000.00	12.87%	6,970.08
10-40-5175 Herbicides & Insecticides	120.00	333.33	(213.33)	120.00	4,000.00	3.00%	3,880.00
10-40-5203 Contract Labor	0.00	625.00	(625.00)	0.00	7,500.00	0.00%	7,500.00
10-40-5401 Telephone	192.82	291.67	(98.85)	634.18	3,500.00	18.12%	2,865.82
10-40-5403 Electric	672.89	583.33	89.56	3,996.19	7,000.00	57.09%	3,003.81
10-40-5404 Water	107.80	458.33	(350.53)	314.47	5,500.00	5.72%	5,185.53
10-40-5405 Gas	339.00	208.33	130.67	732.58	2,500.00	29.30%	1,767.42
10-40-5421 Street Lighting	3,131.66	2,750.00	381.66	13,270.40	33,000.00	40.21%	19,729.60
10-40-5500 Training	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
10-40-5600 Vehicle Repair	90.88	500.00	(409.12)	186.61	6,000.00	3.11%	5,813.39
10-40-5602 Repair & Maint - Equip	50.33	583.33	(533.00)	2,410.53	7,000.00	34.44%	4,589.47

City of Glen Rose
Financial Statement
As of March 31, 2022

10 - GENERAL FUND Streets & Parks	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-40-5604 Repair & Maint - Struct	155.29	833.33	(678.04)	334.04	10,000.00	3.34%	9,665.96
10-40-5608 Gas/Oil/Lube	1,290.83	625.00	665.83	4,274.52	7,500.00	56.99%	3,225.48
10-40-5611 Vehicle & Equipment Fund	0.00	3,333.33	(3,333.33)	0.00	40,000.00	0.00%	40,000.00
10-40-5621 Rock/Gravel/Stone	0.00	58.33	(58.33)	190.60	700.00	27.23%	509.40
10-40-5626 Sidewalk	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-40-5636 Street Paint	314.83	125.00	189.83	333.75	1,500.00	22.25%	1,166.25
10-40-5655 Concrete	209.70	125.00	84.70	626.13	1,500.00	41.74%	873.87
10-40-5656 Drainage Pipe	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-40-5700 Capital Expenditures	0.00	34,416.67	(34,416.67)	5,850.00	413,000.00	1.42%	407,150.00
10-40-5720 Park Development	688.81	625.00	63.81	688.81	7,500.00	9.18%	6,811.19
10-40-5721 Road Base	0.00	125.00	(125.00)	799.88	1,500.00	53.33%	700.12
10-40-5738 Safe Routes School	0.00	93,856.25	(93,856.25)	0.00	1,129,982.00	0.00%	1,129,982.00
10-40-5739 Barnard Street Sidewalk	0.00	5,238.10	(5,238.10)	0.00	70,000.00	0.00%	70,000.00
10-40-5740 Paving	0.00	16,666.67	(16,666.67)	0.00	200,000.00	0.00%	200,000.00
10-40-5801 Miscellaneous Exp	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-40-5804 Service Fees	0.00	2,500.00	(2,500.00)	2,686.00	30,000.00	8.95%	27,314.00
10-40-5859 Street Signs	408.29	333.33	74.96	618.60	4,000.00	15.47%	3,381.40
Streets & Parks Totals	25,581.34	188,508.41	(162,927.07)	158,443.52	2,272,951.00	6.97%	2,114,507.48

City of Glen Rose
Financial Statement
As of March 31, 2022

10 - GENERAL FUND Code Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-50-5000 Wages Code Enforcement	10,649.42	12,370.92	(1,721.50)	63,416.76	148,451.00	42.72%	85,034.24
10-50-5001 Overtime Code Enforcement	81.00	297.50	(216.50)	415.94	3,570.00	11.65%	3,154.06
10-50-5003 Payroll Taxes Code Enf	826.79	992.92	(166.13)	4,401.86	11,915.00	36.94%	7,513.14
10-50-5004 Retirement	1,562.37	1,843.00	(280.63)	8,405.83	22,116.00	38.01%	13,710.17
10-50-5005 Health Insurance	1,400.00	2,100.00	(700.00)	4,344.00	25,200.00	17.24%	20,856.00
10-50-5006 Life & Add Insurance	45.58	62.75	(17.17)	136.74	753.00	18.16%	616.26
10-50-5007 Workers Comp Insurance	0.00	125.50	(125.50)	978.90	1,506.00	65.00%	527.10
10-50-5008 Twc	0.00	363.17	(363.17)	231.02	4,358.00	5.30%	4,126.98
10-50-5013 On Call	280.00	304.17	(24.17)	840.00	3,650.00	23.01%	2,810.00
10-50-5106 Postage	0.00	175.00	(175.00)	1,132.97	2,100.00	53.95%	967.03
10-50-5108 Uniforms	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-50-5120 Instrument & Tools	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-50-5202 Engineering	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-50-5203 Contract Labor	0.00	184.52	(184.52)	1,050.00	1,500.00	70.00%	450.00
10-50-5210 Legal Notices & Advertising	108.00	166.67	(58.67)	622.00	2,000.00	31.10%	1,378.00
10-50-5215 Code Replacement	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-50-5219 Abatements	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-50-5247 Mapping	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-50-5401 Telephone	86.28	65.75	20.53	364.66	789.00	46.22%	424.34
10-50-5500 Training	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
10-50-5501 Travel	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
10-50-5600 Vehicle Repair	0.00	166.67	(166.67)	21.47	2,000.00	1.07%	1,978.53
10-50-5608 Gas/Oil/Lube	113.90	62.50	51.40	297.26	750.00	39.63%	452.74
10-50-5801 Miscellaneous Exp	209.72	166.67	43.05	163.40	2,000.00	8.17%	1,836.60
10-50-5803 Software	0.00	250.00	(250.00)	1,800.00	3,000.00	60.00%	1,200.00
10-50-5837 License Renewal	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00

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10 - GENERAL FUND Code Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-50-5860 Hardware Replacement	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Code Enforcement Totals	15,363.06	21,772.70	(6,409.64)	88,622.81	260,558.00	34.01%	171,935.19

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10 - GENERAL FUND Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-55-5000 Wages Animal Control	3,053.50	3,019.75	33.75	22,687.41	36,237.00	62.61%	13,549.59
10-55-5001 Overtime Animal Control	104.01	297.50	(193.49)	673.79	3,570.00	18.87%	2,896.21
10-55-5003 Payroll Taxes Animal Cont	241.56	277.50	(35.94)	1,787.17	3,330.00	53.67%	1,542.83
10-55-5004 Retirement	448.05	515.08	(67.03)	3,373.07	6,181.00	54.57%	2,807.93
10-55-5005 Health Insurance	1,242.27	700.00	542.27	4,922.22	8,400.00	58.60%	3,477.78
10-55-5006 Life & Add Insurance	28.78	23.83	4.95	114.44	286.00	40.01%	171.56
10-55-5007 Workers Comp Insurance	0.00	226.75	(226.75)	1,621.51	2,721.00	59.59%	1,099.49
10-55-5008 Twc	0.00	101.42	(101.42)	0.00	1,217.00	0.00%	1,217.00
10-55-5010 Longevity	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-55-5013 On Call	0.00	304.17	(304.17)	0.00	3,650.00	0.00%	3,650.00
10-55-5100 Supplies	443.84	125.00	318.84	829.06	1,500.00	55.27%	670.94
10-55-5108 Uniforms	0.00	100.00	(100.00)	418.44	1,200.00	34.87%	781.56
10-55-5109 Office Supplies	0.00	66.67	(66.67)	51.97	800.00	6.50%	748.03
10-55-5165 Euth. & Medication	0.00	166.67	(166.67)	469.49	2,000.00	23.47%	1,530.51
10-55-5203 Contract Labor	65.00	166.67	(101.67)	195.00	2,000.00	9.75%	1,805.00
10-55-5224 It Support	352.48	0.00	352.48	352.48	0.00	0.00%	(352.48)
10-55-5236 Employee Rabies Shots	0.00	133.33	(133.33)	0.00	1,600.00	0.00%	1,600.00
10-55-5237 Adoption Reimbursement	120.00	133.33	(13.33)	640.00	1,600.00	40.00%	960.00
10-55-5401 Telephone	172.56	166.67	5.89	446.06	2,000.00	22.30%	1,553.94
10-55-5402 Internet	221.66	116.67	104.99	664.98	1,400.00	47.50%	735.02
10-55-5403 Electric	466.95	466.67	0.28	1,956.95	5,600.00	34.95%	3,643.05
10-55-5500 Training	0.00	125.00	(125.00)	800.00	1,500.00	53.33%	700.00
10-55-5501 Travel	162.54	125.00	37.54	212.54	1,500.00	14.17%	1,287.46
10-55-5600 Vehicle Repair	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-55-5602 Repair & Maint - Equip	0.00	166.67	(166.67)	35.61	2,000.00	1.78%	1,964.39
10-55-5603 Equipment	324.09	83.33	240.76	324.09	1,000.00	32.41%	675.91

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10 - GENERAL FUND Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-55-5604 Repair & Maint - Struct	0.00	333.33	(333.33)	265.00	4,000.00	6.63%	3,735.00
10-55-5608 Gas/Oil/Lube	382.79	333.33	49.46	1,182.81	4,000.00	29.57%	2,817.19
10-55-5700 Capital Immprovements	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-55-5801 Miscellaneous Exp	0.00	50.00	(50.00)	15.99	600.00	2.67%	584.01
10-55-5803 Software	0.00	37.50	(37.50)	0.00	450.00	0.00%	450.00
10-55-5804 Service Fees	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-55-5839 Rabies Test Fees	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-55-5860 Hardware Replacement	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-55-5870 Office Equip/Furn	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Animal Control Totals	7,830.08	8,828.52	(998.44)	44,040.08	105,942.00	41.57%	61,901.92

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10 - GENERAL FUND Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-60-5000 Wages Administration	18,163.17	24,543.42	(6,380.25)	149,089.75	294,521.00	50.62%	145,431.25
10-60-5003 Payroll Taxes Admin	1,330.99	1,904.17	(573.18)	11,261.05	22,850.00	49.28%	11,588.95
10-60-5004 Retirement	2,577.34	3,532.25	(954.91)	22,117.07	42,387.00	52.18%	20,269.93
10-60-5005 Health Insurance	2,100.00	2,800.00	(700.00)	16,387.99	33,600.00	48.77%	17,212.01
10-60-5006 Life & Add Insurance	79.72	103.92	(24.20)	592.30	1,247.00	47.50%	654.70
10-60-5007 Workers Comp Insurance	0.00	101.75	(101.75)	766.51	1,221.00	62.78%	454.49
10-60-5008 Twc	0.00	687.17	(687.17)	0.00	8,246.00	0.00%	8,246.00
10-60-5010 Longevity	0.00	341.67	(341.67)	0.00	4,100.00	0.00%	4,100.00
10-60-5108 Uniforms	0.00	62.50	(62.50)	0.00	750.00	0.00%	750.00
10-60-5109 Office Supplies	0.00	166.67	(166.67)	359.35	2,000.00	17.97%	1,640.65
10-60-5202 Engineering	1,130.00	0.00	1,130.00	1,130.00	0.00	0.00%	(1,130.00)
10-60-5203 Contract Labor	0.00	(5,154.75)	5,154.75	0.00	6,000.00	0.00%	6,000.00
10-60-5210 Legal Notices & Advertising	149.00	250.00	(101.00)	517.00	3,000.00	17.23%	2,483.00
10-60-5218 Legal Updates	0.00	625.00	(625.00)	60.00	7,500.00	0.80%	7,440.00
10-60-5401 Telephone	173.55	183.33	(9.78)	594.43	2,200.00	27.02%	1,605.57
10-60-5406 CVB/Oakdale Electric	0.00	0.00	0.00	(4,434.12)	0.00	0.00%	4,434.12
10-60-5500 Training	0.00	416.67	(416.67)	1,570.00	5,000.00	31.40%	3,430.00
10-60-5501 Travel	82.49	500.00	(417.51)	1,353.39	6,000.00	22.56%	4,646.61
10-60-5600 Vehicle Repair	0.00	333.33	(333.33)	21.47	4,000.00	0.54%	3,978.53
10-60-5602 Repair & Maint - Equip	0.00	83.33	(83.33)	280.92	1,000.00	28.09%	719.08
10-60-5604 Repair & Maint - Struct	172.68	833.33	(660.65)	582.57	10,000.00	5.83%	9,417.43
10-60-5608 Gas/Oil/Lube	0.00	83.33	(83.33)	49.69	1,000.00	4.97%	950.31
10-60-5800 Dues	0.00	208.33	(208.33)	405.00	2,500.00	16.20%	2,095.00
10-60-5801 Miscellaneous Exp	85.27	166.67	(81.40)	512.54	2,000.00	25.63%	1,487.46
10-60-5803 Software	44.91	1,000.00	(955.09)	184.39	12,000.00	1.54%	11,815.61
10-60-5804 Service Fees	0.00	1,250.00	(1,250.00)	4,472.05	15,000.00	29.81%	10,527.95

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10 - GENERAL FUND Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-60-5860 Hardware Replacement	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Administration Totals	26,089.12	35,188.76	(9,099.64)	207,873.35	490,122.00	42.41%	282,248.65

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10 - GENERAL FUND Non Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-65-5009 Other Insurance Tmlirp	0.00	2,448.58	(2,448.58)	32,139.42	32,140.00	100.00%	0.58
10-65-5041 Employee Appreciation	0.00	291.67	(291.67)	1,611.64	3,500.00	46.05%	1,888.36
10-65-5100 Supplies	0.00	154.17	(154.17)	298.12	1,850.00	16.11%	1,551.88
10-65-5101 Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-65-5106 Postage	0.00	454.17	(454.17)	366.46	5,450.00	6.72%	5,083.54
10-65-5107 Janitorial Supplies	44.99	125.00	(80.01)	357.04	1,500.00	23.80%	1,142.96
10-65-5109 Office Supplies	999.66	416.67	582.99	2,815.73	5,000.00	56.31%	2,184.27
10-65-5200 Audit	0.00	958.33	(958.33)	10,500.00	11,500.00	91.30%	1,000.00
10-65-5202 Engineering	880.00	1,250.00	(370.00)	5,155.00	15,000.00	34.37%	9,845.00
10-65-5217 Postage, Copier Lease	761.12	833.33	(72.21)	2,700.32	10,000.00	27.00%	7,299.68
10-65-5223 Accounting Software &	1,000.00	958.33	41.67	1,000.00	11,500.00	8.70%	10,500.00
10-65-5224 It Support	52.50	1,250.00	(1,197.50)	1,650.00	15,000.00	11.00%	13,350.00
10-65-5225 Janitorial Services	650.00	650.00	0.00	3,900.00	7,800.00	50.00%	3,900.00
10-65-5226 Cpa	312.50	500.00	(187.50)	1,175.00	6,000.00	19.58%	4,825.00
10-65-5227 Background Test	0.00	4.17	(4.17)	0.00	50.00	0.00%	50.00
10-65-5228 Website/Email Management	0.00	1,041.67	(1,041.67)	7,687.00	12,500.00	61.50%	4,813.00
10-65-5230 Comprehensive Plan	0.00	14,285.71	(14,285.71)	0.00	100,000.00	0.00%	100,000.00
10-65-5235 Drug Testing	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-65-5401 Telephone	959.23	1,125.00	(165.77)	5,395.93	13,500.00	39.97%	8,104.07
10-65-5402 Internet	493.40	600.00	(106.60)	2,422.93	7,200.00	33.65%	4,777.07
10-65-5403 Electric	253.94	500.00	(246.06)	1,723.78	6,000.00	28.73%	4,276.22
10-65-5404 Water	481.68	333.33	148.35	4,053.97	4,000.00	101.35%	(53.97)
10-65-5405 Gas	352.84	125.00	227.84	801.21	1,500.00	53.41%	698.79
10-65-5420 Commercial Umbrella Country	0.00	142.85	(142.85)	1,000.00	1,000.00	100.00%	0.00
10-65-5740 City Hall Renovation 3300Sqft	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
10-65-5805 Qrt S.C.A.D.	3,289.09	1,096.42	2,192.67	6,578.18	13,157.00	50.00%	6,578.82

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10 - GENERAL FUND **Non Departmental**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-65-5810 Text My Gov & Archive Social	0.00	457.33	(457.33)	0.00	5,488.00	0.00%	5,488.00
10-65-5832 Fire Department Contribution	0.00	208.33	(208.33)	0.00	2,500.00	0.00%	2,500.00
10-65-5833 Transit Contribution	0.00	1,250.00	(1,250.00)	15,000.00	15,000.00	100.00%	0.00
10-65-5835 Non Departamental Other	0.00	500.00	(500.00)	952.54	6,000.00	15.88%	5,047.46
10-65-5837 Contingency	0.00	(274.54)	274.54	0.00	3,134.00	0.00%	3,134.00
10-65-5841 Citizens Center	0.00	375.00	(375.00)	0.00	4,500.00	0.00%	4,500.00
10-65-5870 Office Equip/Furn	0.00	208.33	(208.33)	0.00	2,500.00	0.00%	2,500.00
Non Departmental Totals	10,530.95	40,643.85	(30,112.90)	109,284.27	424,769.00	25.73%	315,484.73

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10 - GENERAL FUND Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-80-5000 Wages Court	3,300.00	3,110.67	189.33	17,622.88	36,723.00	47.99%	19,100.12
10-80-5003 Payroll Taxes Court	211.34	237.89	(26.55)	1,295.62	2,809.00	46.12%	1,513.38
10-80-5004 Retirement	397.32	441.72	(44.40)	2,467.66	5,215.00	47.32%	2,747.34
10-80-5005 Health Insurance	700.00	700.00	0.00	4,271.99	8,400.00	50.86%	4,128.01
10-80-5006 Life & Add Insurance	14.56	16.83	(2.27)	87.36	202.00	43.25%	114.64
10-80-5007 Workers Comp Insurance	0.00	12.71	(12.71)	138.93	139.00	99.95%	0.07
10-80-5008 Twc	0.00	83.75	(83.75)	0.00	1,005.00	0.00%	1,005.00
10-80-5106 Postage	0.00	83.33	(83.33)	601.11	1,000.00	60.11%	398.89
10-80-5109 Office Supplies	0.00	20.83	(20.83)	77.74	250.00	31.10%	172.26
10-80-5201 Attorney Fees	0.00	233.33	(233.33)	500.00	2,800.00	17.86%	2,300.00
10-80-5203 Contract Labor	500.00	500.00	0.00	3,000.00	6,000.00	50.00%	3,000.00
10-80-5224 FundView Support	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
10-80-5285 Jail Services	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-80-5500 Training	200.00	166.67	33.33	200.00	2,000.00	10.00%	1,800.00
10-80-5501 Travel	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-80-5800 Dues & Subscriptions	0.00	41.67	(41.67)	110.00	500.00	22.00%	390.00
10-80-5801 Miscellaneous Exp	0.00	83.33	(83.33)	28.69	1,000.00	2.87%	971.31
10-80-5806 Jury Service	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-80-5860 Hardware Replacement	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Municipal Court Totals	5,323.22	6,732.74	(1,409.52)	30,401.98	80,043.00	37.98%	49,641.02

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10 - GENERAL FUND Law Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5000 Wages Law Enforcement	9,476.51	10,347.75	(871.24)	42,024.32	124,173.00	33.84%	82,148.68
10-90-5003 Payroll Taxes Law	721.00	791.58	(70.58)	3,183.11	9,499.00	33.51%	6,315.89
10-90-5004 Retirement	1,344.71	1,469.33	(124.62)	6,052.01	17,632.00	34.32%	11,579.99
10-90-5005 Health Insurance	700.00	1,400.00	(700.00)	4,343.99	16,800.00	25.86%	12,456.01
10-90-5006 Life & Add Insurance	27.35	46.75	(19.40)	164.11	561.00	29.25%	396.89
10-90-5007 Workers Comp Insurance	0.00	454.75	(454.75)	3,492.49	5,457.00	64.00%	1,964.51
10-90-5008 Twc	0.00	289.83	(289.83)	0.00	3,478.00	0.00%	3,478.00
10-90-5010 Longevity	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-90-5100 Supplies	547.58	83.33	464.25	547.58	1,000.00	54.76%	452.42
10-90-5106 Postage	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
10-90-5108 Uniforms	1,270.24	125.00	1,145.24	1,270.24	1,500.00	84.68%	229.76
10-90-5109 Office Supplies	0.00	70.83	(70.83)	14.07	850.00	1.66%	835.93
10-90-5125 Ammunition	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-90-5225 Janitorial Services	250.00	250.00	0.00	1,500.00	3,000.00	50.00%	1,500.00
10-90-5401 Telephone	226.16	133.33	92.83	554.99	1,600.00	34.69%	1,045.01
10-90-5403 Electric	185.79	100.00	85.79	707.04	1,200.00	58.92%	492.96
10-90-5404 Water	101.97	104.17	(2.20)	408.82	1,250.00	32.71%	841.18
10-90-5500 Training	15.00	250.00	(235.00)	15.00	3,000.00	0.50%	2,985.00
10-90-5501 Travel	30.09	166.67	(136.58)	30.09	2,000.00	1.50%	1,969.91
10-90-5600 Vehicle Repair	0.00	208.33	(208.33)	170.98	2,500.00	6.84%	2,329.02
10-90-5602 Repair & Maint - Equip	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-90-5603 Equipment	3,300.00	1,416.67	1,883.33	4,674.58	17,000.00	27.50%	12,325.42
10-90-5604 Repair & Maint - Struct	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-90-5608 Gas/Oil/Lube	284.08	375.00	(90.92)	651.46	4,500.00	14.48%	3,848.54
10-90-5801 Miscellaneous Exp	53.61	208.33	(154.72)	228.61	2,500.00	9.14%	2,271.39
10-90-5803 Software	0.00	41.67	(41.67)	149.99	500.00	30.00%	350.01

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10 - GENERAL FUND Law Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5804 Service Fees	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00
10-90-5820 Events	0.00	125.00	(125.00)	187.36	1,500.00	12.49%	1,312.64
10-90-5860 Computer Hardware	2,215.55	175.00	2,040.55	2,215.55	2,100.00	105.50%	(115.55)
Law Enforcement Totals	20,749.64	19,104.14	1,645.50	72,586.39	229,250.00	31.66%	156,663.61

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10 - GENERAL FUND **Preservation Board**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-96-5106 Postage	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-96-5210 Legal Notices & Advertising	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-96-5211 Promotional	0.00	62.50	(62.50)	0.00	750.00	0.00%	750.00
10-96-5500 Training	0.00	166.67	(166.67)	389.00	2,000.00	19.45%	1,611.00
10-96-5501 Travel Expense	651.29	83.33	567.96	651.29	1,000.00	65.13%	348.71
10-96-5700 Projects	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-96-5800 Dues & Subscriptions	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-96-5849 Signage	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-96-5866 Grant Match - Nrhp	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
Preservation Board Totals	651.29	9,095.83	(8,444.54)	1,040.29	109,150.00	0.95%	108,109.71
Expense Totals	121,185.39	337,547.84	(216,362.45)	734,832.43	4,050,574.00	18.14%	3,315,741.57

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20 - UTILITY FUND Water	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-10-5000 Wages Water	5,658.36	7,733.25	(2,074.89)	37,886.84	92,799.00	40.83%	54,912.16
20-10-5001 Overtime Water	169.80	255.00	(85.20)	1,238.56	3,060.00	40.48%	1,821.44
20-10-5003 Payroll Taxes Water	440.89	619.00	(178.11)	2,939.37	7,428.00	39.57%	4,488.63
20-10-5004 Retirement	827.01	1,148.17	(321.16)	5,632.71	13,778.00	40.88%	8,145.29
20-10-5005 Health Insurance	1,400.00	1,983.33	(583.33)	8,544.00	23,800.00	35.90%	15,256.00
20-10-5006 Life & Add Insurance	32.35	37.42	(5.07)	194.11	449.00	43.23%	254.89
20-10-5007 Workers Comp Insurance	0.00	255.83	(255.83)	1,820.43	3,070.00	59.30%	1,249.57
20-10-5008 Twc	0.00	226.00	(226.00)	0.00	2,712.00	0.00%	2,712.00
20-10-5010 Longevity	0.00	75.00	(75.00)	0.00	900.00	0.00%	900.00
20-10-5013 On Call	0.00	86.92	(86.92)	0.00	1,043.00	0.00%	1,043.00
20-10-5100 Supplies	94.63	133.33	(38.70)	194.71	1,600.00	12.17%	1,405.29
20-10-5107 Janitorial Supplies	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
20-10-5108 Uniforms	0.00	100.83	(100.83)	0.00	1,210.00	0.00%	1,210.00
20-10-5120 Tools	35.85	83.33	(47.48)	43.80	1,000.00	4.38%	956.20
20-10-5160 Process Chemicals	92.00	583.33	(491.33)	1,348.56	7,000.00	19.27%	5,651.44
20-10-5238 Lab Fees	132.00	725.00	(593.00)	2,075.76	8,700.00	23.86%	6,624.24
20-10-5299 Purchased Water	42,525.65	12,583.33	29,942.32	113,544.80	151,000.00	75.20%	37,455.20
20-10-5400 Utilities (Elec)	1,170.29	5,000.00	(3,829.71)	8,424.25	60,000.00	14.04%	51,575.75
20-10-5401 Telephone	188.48	416.67	(228.19)	621.06	5,000.00	12.42%	4,378.94
20-10-5405 Gas	339.00	35.72	303.28	732.57	1,500.00	48.84%	767.43
20-10-5500 Training	0.00	156.67	(156.67)	1,075.00	1,880.00	57.18%	805.00
20-10-5501 Travel	0.00	0.00	0.00	107.16	0.00	0.00%	(107.16)
20-10-5505 Safety Program	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
20-10-5600 Vehicle Repair	0.00	83.33	(83.33)	23.96	1,000.00	2.40%	976.04
20-10-5601 System Repair	3,400.00	3,750.00	(350.00)	12,974.15	45,000.00	28.83%	32,025.85
20-10-5602 Repair & Maint - Equip	0.00	416.67	(416.67)	138.61	5,000.00	2.77%	4,861.39

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20 - UTILITY FUND Water	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-10-5604 Repair & Maint - Struct	0.00	166.67	(166.67)	740.69	2,000.00	37.03%	1,259.31
20-10-5605 Repair & Maint - Tank	0.00	29,821.42	(29,821.42)	1,859.44	215,000.00	0.86%	213,140.56
20-10-5608 Gas/Oil/Lube	1,226.80	416.67	810.13	3,531.68	5,000.00	70.63%	1,468.32
20-10-5609 Equipment Rental	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-10-5611 Vehicle & Equipment Fund	0.00	3,333.33	(3,333.33)	0.00	40,000.00	0.00%	40,000.00
20-10-5652 Meters	0.00	1,250.00	(1,250.00)	8,920.00	15,000.00	59.47%	6,080.00
20-10-5700 Capital Improvements	10,706.00	15,964.29	(5,258.29)	45,682.22	455,500.00	10.03%	409,817.78
20-10-5701 Cdbg	0.00	0.00	0.00	2,025.00	0.00	0.00%	(2,025.00)
20-10-5737 Capital Improvement Well #4	0.00	0.00	0.00	4,587.09	0.00	0.00%	(4,587.09)
20-10-5739 100000 Gallons tank on Bryan	0.00	4,428.58	(4,428.58)	80,915.00	81,000.00	99.90%	85.00
20-10-5741 Generator Quick Wire +	0.00	5,714.28	(5,714.28)	0.00	40,000.00	0.00%	40,000.00
20-10-5743 Tank Replacement at Well # 3	0.00	100,000.00	(100,000.00)	0.00	700,000.00	0.00%	700,000.00
20-10-5801 Miscellaneous Exp	0.00	41.67	(41.67)	311.11	500.00	62.22%	188.89
20-10-5804 Service Fees	0.00	566.67	(566.67)	1,686.50	6,800.00	24.80%	5,113.50
20-10-5806 Meter Service Fees	0.00	233.33	(233.33)	0.00	2,800.00	0.00%	2,800.00
20-10-5807 Prairielands Permit Fees	0.00	3,900.83	(3,900.83)	0.00	46,810.00	0.00%	46,810.00
20-10-5846 Demurrage	0.00	110.00	(110.00)	112.00	1,320.00	8.48%	1,208.00
20-10-5860 Hardware Replacement	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
20-10-5886 State Fees	0.00	333.33	(333.33)	3,784.12	4,000.00	94.60%	215.88
Water Totals	68,439.11	203,010.86	(134,571.75)	353,715.26	2,057,559.00	17.19%	1,703,843.74

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20 - UTILITY FUND Sewer	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5000 Wages Sewer	3,477.43	5,266.83	(1,789.40)	23,780.63	63,202.00	37.63%	39,421.37
20-20-5001 Overtime Sewer	250.35	170.00	80.35	933.35	2,040.00	45.75%	1,106.65
20-20-5003 Payroll Taxes Sewer	265.37	426.75	(161.38)	1,775.24	5,121.00	34.67%	3,345.76
20-20-5004 Retirement	528.97	791.00	(262.03)	3,564.80	9,492.00	37.56%	5,927.20
20-20-5005 Health Insurance	700.00	1,400.00	(700.00)	4,272.00	16,800.00	25.43%	12,528.00
20-20-5006 Life & Add Insurance	18.64	38.75	(20.11)	111.84	465.00	24.05%	353.16
20-20-5007 Workers Comp Insurance	0.00	217.17	(217.17)	1,555.95	2,606.00	59.71%	1,050.05
20-20-5008 Twc	0.00	157.33	(157.33)	0.00	1,888.00	0.00%	1,888.00
20-20-5010 Longevity	0.00	116.67	(116.67)	0.00	1,400.00	0.00%	1,400.00
20-20-5013 On Call	0.00	173.83	(173.83)	0.00	2,086.00	0.00%	2,086.00
20-20-5100 Supplies	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
20-20-5108 Uniforms	0.00	100.83	(100.83)	0.00	1,210.00	0.00%	1,210.00
20-20-5120 Tools	0.00	100.00	(100.00)	30.04	1,200.00	2.50%	1,169.96
20-20-5160 Process Chemicals	0.00	225.00	(225.00)	175.00	2,700.00	6.48%	2,525.00
20-20-5400 Utilities (Elec)	677.24	708.33	(31.09)	4,742.11	8,500.00	55.79%	3,757.89
20-20-5401 Telephone	128.20	125.00	3.20	503.83	1,500.00	33.59%	996.17
20-20-5405 Gas	339.00	214.28	124.72	732.56	1,500.00	48.84%	767.44
20-20-5500 Training	0.00	128.75	(128.75)	111.00	1,545.00	7.18%	1,434.00
20-20-5600 Vehicle Repair	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
20-20-5601 System Repair	0.00	1,458.33	(1,458.33)	1,817.99	17,500.00	10.39%	15,682.01
20-20-5602 Repair & Maint - Equip	0.00	625.00	(625.00)	251.72	7,500.00	3.36%	7,248.28
20-20-5604 Repair & Maint - Struct	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-20-5608 Gas/Oil/Lube	1,474.92	375.00	1,099.92	3,757.39	4,500.00	83.50%	742.61
20-20-5609 Equipment Rental	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-20-5655 Concrete	0.00	83.33	(83.33)	8.38	1,000.00	0.84%	991.62
20-20-5700 Capital Improvements	0.00	21,523.82	(21,523.82)	483,540.01	484,000.00	99.90%	459.99

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20 - UTILITY FUND Sewer	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5738 Grand Lift Station (Edap)	0.00	42,857.14	(42,857.14)	68,469.60	300,000.00	22.82%	231,530.40
20-20-5742 Golf Course Lift Station	0.00	(29,761.90)	29,761.90	0.00	0.00	0.00%	0.00
20-20-5801 Miscellaneous Exp	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
20-20-5804 Service Fees	0.00	54.17	(54.17)	0.00	650.00	0.00%	650.00
Sewer Totals	7,860.12	48,367.07	(40,506.95)	600,133.44	947,905.00	63.31%	347,771.56

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20 - UTILITY FUND WWTP	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-21-5000 Wages Wwtp	8,146.63	8,323.75	(177.12)	54,532.14	99,885.00	54.59%	45,352.86
20-21-5001 Overtime Wwtp	572.30	510.00	62.30	4,273.57	6,120.00	69.83%	1,846.43
20-21-5003 Payroll Taxes Wwtp	664.14	733.00	(68.86)	4,480.05	8,796.00	50.93%	4,315.95
20-21-5004 Retirement	1,237.21	1,359.67	(122.46)	8,479.96	16,316.00	51.97%	7,836.04
20-21-5005 Health Insurance	1,400.00	1,400.00	0.00	8,544.01	16,800.00	50.86%	8,255.99
20-21-5006 Life & Add Insurance	38.00	38.75	(0.75)	228.00	465.00	49.03%	237.00
20-21-5007 Workers Comp Insurance	0.00	375.58	(375.58)	2,639.52	4,507.00	58.56%	1,867.48
20-21-5008 Twc	0.00	264.50	(264.50)	0.00	3,174.00	0.00%	3,174.00
20-21-5010 Longevity	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
20-21-5013 On Call	0.00	608.33	(608.33)	0.00	7,300.00	0.00%	7,300.00
20-21-5100 Supplies	0.00	258.33	(258.33)	51.42	3,100.00	1.66%	3,048.58
20-21-5107 Janitorial Supplies	0.00	41.67	(41.67)	433.96	500.00	86.79%	66.04
20-21-5108 Uniforms	(26.23)	108.33	(134.56)	317.94	1,300.00	24.46%	982.06
20-21-5109 Office Supplies	319.24	0.00	319.24	803.41	0.00	0.00%	(803.41)
20-21-5115 Chemical Supplies	646.54	2,083.33	(1,436.79)	4,467.18	25,000.00	17.87%	20,532.82
20-21-5120 Tools	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
20-21-5238 Lab Fees	1,128.00	1,833.33	(705.33)	8,705.00	22,000.00	39.57%	13,295.00
20-21-5259 Sludge Removal	0.00	1,350.00	(1,350.00)	0.00	16,200.00	0.00%	16,200.00
20-21-5400 Utilities	4,649.46	3,166.67	1,482.79	26,315.91	38,000.00	69.25%	11,684.09
20-21-5401 Telephone	345.17	416.67	(71.50)	1,429.37	5,000.00	28.59%	3,570.63
20-21-5500 Training	0.00	86.67	(86.67)	111.00	1,040.00	10.67%	929.00
20-21-5600 Vehicle Repair	0.00	83.33	(83.33)	15.50	1,000.00	1.55%	984.50
20-21-5601 System Repair	5,552.05	1,666.67	3,885.38	5,902.96	20,000.00	29.51%	14,097.04
20-21-5602 Repair & Maint - Equip	200.00	333.33	(133.33)	2,215.30	4,000.00	55.38%	1,784.70
20-21-5604 Repair & Maint - Struct	390.78	500.00	(109.22)	1,003.16	6,000.00	16.72%	4,996.84
20-21-5608 Gas/Oil/Lube	115.23	400.00	(284.77)	544.13	4,800.00	11.34%	4,255.87

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20 - UTILITY FUND WWTP	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-21-5609 Equipment Rental	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-21-5700 Capital Improvements	0.00	12,695.00	(12,695.00)	0.00	152,340.00	0.00%	152,340.00
20-21-5708 Replacement Mower	0.00	1,166.67	(1,166.67)	13,700.00	14,000.00	97.86%	300.00
20-21-5801 Miscellaneous Exp	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
20-21-5804 Service Fees	0.00	575.00	(575.00)	0.00	6,900.00	0.00%	6,900.00
20-21-5886 State Fees	0.00	466.67	(466.67)	5,507.46	5,600.00	98.35%	92.54
WWTP Totals	25,378.52	41,220.25	(15,841.73)	154,700.95	494,643.00	31.28%	339,942.05

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20 - UTILITY FUND Sanitation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-45-5403 Trash Pickup	32,247.15	25,750.00	6,497.15	158,202.47	309,000.00	51.20%	150,797.53
Sanitation Totals	32,247.15	25,750.00	6,497.15	158,202.47	309,000.00	51.20%	150,797.53

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20 - UTILITY FUND Non Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-65-5106 Postage	1,121.75	583.33	538.42	3,028.08	7,000.00	43.26%	3,971.92
20-65-5109 Office Supplies	0.00	179.17	(179.17)	0.00	2,150.00	0.00%	2,150.00
20-65-5110 Utility Billing Cards	360.99	216.67	144.32	1,453.41	2,600.00	55.90%	1,146.59
20-65-5200 Audit	0.00	958.33	(958.33)	10,500.00	11,500.00	91.30%	1,000.00
20-65-5225 Utility Billing System&Support	5,750.00	540.47	5,209.53	5,750.00	5,700.00	100.88%	(50.00)
20-65-5226 Cpa	0.00	500.00	(500.00)	987.50	6,000.00	16.46%	5,012.50
20-65-5229 Bank Services Fee	0.00	14.28	(14.28)	22.42	100.00	22.42%	77.58
20-65-5300 Bond Payment & Fee	0.00	19,890.00	(19,890.00)	41,936.50	238,680.00	17.57%	196,743.50
20-65-5860 Hardware Replacement	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-65-5873 Contingency	0.00	(781.54)	781.54	0.00	2,550.00	0.00%	2,550.00
Non Departmental Totals	7,232.74	22,184.04	(14,951.30)	63,677.91	277,280.00	22.97%	213,602.09
Expense Totals	141,157.64	340,532.22	(199,374.58)	1,330,430.03	4,086,387.00	32.56%	2,755,956.97

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70 - COURT	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines, Fees & Forfeitures	363.78	1,069.92	(706.14)	2,713.55	12,839.00	21.14%	10,125.45
Interest Income	0.00	0.00	0.00	5.05	0.00	0.00%	(5.05)
Transfers In	0.00	984.92	(984.92)	0.00	11,819.00	0.00%	11,819.00
Revenue Totals	363.78	2,054.84	(1,691.06)	2,718.60	24,658.00	11.03%	21,939.40
Expense Summary							
Not Categorized	0.00	0.00	0.00	0.64	0.00	0.00%	(0.64)
Fines, Fees & Taxes	0.00	2,054.84	(2,054.84)	0.00	24,658.00	0.00%	24,658.00
Expense Totals	0.00	2,054.84	(2,054.84)	0.64	24,658.00	0.00%	24,657.36

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70 - COURT	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines, Fees & Forfeitures							
70-4308 Local Truancy Prevention and	126.31	381.17	(254.86)	913.16	4,574.00	19.96%	3,660.84
70-4311 Municipal Jury Funds	2.53	7.67	(5.14)	18.25	92.00	19.84%	73.75
70-4312 Municipal Court Technology Fund	106.81	306.08	(199.27)	820.05	3,673.00	22.33%	2,852.95
70-4314 Municipal Court Building Security	128.13	375.00	(246.87)	962.09	4,500.00	21.38%	3,537.91
Fines, Fees & Forfeitures Totals	363.78	1,069.92	(706.14)	2,713.55	12,839.00	21.14%	10,125.45
Interest Income							
70-4500 Interest Income	0.00	0.00	0.00	5.05	0.00	0.00%	(5.05)
Interest Income Totals	0.00	0.00	0.00	5.05	0.00	0.00%	(5.05)
Transfers In							
70-4710 Transfer In From Court Security	0.00	490.67	(490.67)	0.00	5,888.00	0.00%	5,888.00
70-4900 Transfer in from Court Technology	0.00	488.33	(488.33)	0.00	5,860.00	0.00%	5,860.00
70-4901 Transfer in from Jury Fund	0.00	5.92	(5.92)	0.00	71.00	0.00%	71.00
Transfers In Totals	0.00	984.92	(984.92)	0.00	11,819.00	0.00%	11,819.00
Revenue Totals	363.78	2,054.84	(1,691.06)	2,718.60	24,658.00	11.03%	21,939.40

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70 - COURT Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fines, Fees & Taxes	0.00	2,054.84	(2,054.84)	0.00	24,658.00	0.00%	24,658.00
Not Categorized	0.00	0.00	0.00	0.64	0.00	0.00%	(0.64)
Municipal Court Totals	0.00	2,054.84	(2,054.84)	0.64	24,658.00	0.00%	24,657.36
Expense Total	0.00	2,054.84	(2,054.84)	0.64	24,658.00	0.00%	24,657.36

City of Glen Rose
Financial Statement
As of March 31, 2022

70 - COURT **Municipal Court**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
70-80-5101 Bank Service Charges	0.00	0.00	0.00	0.64	0.00	0.00%	(0.64)
70-80-5806 Jury Reimbursements &	0.00	13.58	(13.58)	0.00	163.00	0.00%	163.00
70-80-5835 Court Technology Purchases	0.00	865.67	(865.67)	0.00	10,388.00	0.00%	10,388.00
70-80-5836 Court Security	0.00	794.42	(794.42)	0.00	9,533.00	0.00%	9,533.00
70-80-5842 Truancy and Prevention	0.00	381.17	(381.17)	0.00	4,574.00	0.00%	4,574.00
Municipal Court Totals	0.00	2,054.84	(2,054.84)	0.64	24,658.00	0.00%	24,657.36
Expense Totals	0.00	2,054.84	(2,054.84)	0.64	24,658.00	0.00%	24,657.36

4/7/2022 8:28:38 AM

Council Report

Billing Period 2/21/2022 - 3/20/2022

Utility Bills Disbursed	**Count**	**Amount**
Active	1245	$147,599.17
Pending Connect	1	$58.93
Landlord	2	$118.19
Pending Cutoff Nonpayment	1	$70.70
Backdated Move In Date	5	$1,502.47
Final Bill	9	$693.93
First Bill	16	$1,640.22
Total	1279	$151,683.61

Payments Received	**Count**	**Amount**
Check	428	$81,318.04
CreditCard	261	$25,370.30
Change	39	($468.09)
Cash	75	$6,698.74
AchFile	334	$42,902.94
Total	1137	$155,821.93

Service Orders Completed	**Count**
Reread	23
Disconnect - Move Out	9
General	11
Change Occupant	6
Connect	12
Meter Exchange	13
Reconnect Cutoff	1
Total	75

Service Categories	**Count**	**Amount**
Sewer	1137	$52,169.57
Trash	1098	$30,914.95
Water	1267	$66,470.25
Total	0	$149,554.77

Past Due Summary	**Accounts to Penalize**	**Excluded Accounts**	**Subject to Penalty**	**Total Penalized**

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Consider approval or other actions regarding list of stakeholders to be interviewed as part of the Comprehensive Plan		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Spreadsheet of Stakeholders		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

From Abra and Mayor Douglas, staff received a list of entities and/or groups to be represented by those to be interviewed as stakeholders. At a weekly staff meeting, staff submitted recommendations for filling those slots. Attached is a spreadsheet created based on the above input for your consideration and approval.

RECOMMENDED ACTION:

Move to approve or deny as presented.

STAKEHOLDER INTERVIEWS

	Name	Role in GR	Email Address	Phone Number	Contacted	Confirmed	Notes
1	Dr. Trig Overbo	Superintendent of GRISD					
2	Jim Gartrell	Large property owner in the City					
3	Jack Bridges	Historian/long term resident					
4	Warren Lewis	Tourism/hospitality-related					
5	David Fowler	TxDOT Area Engineer					
6	Danny Chambers	Somervell County Judge					
7	Tracy Joiner	Small business owner					
8	Marilyn Phillips	Commercial/residential development					
9	Max Bly	Nonprofit/church leader					
10	Kevin Taylor	General Manager Somervell County Water District					
11							(BACKUP)
12							(BACKUP)

City of Glen Rose
Dinosaur Capital of Texas

AGENDA ITEM SUMMARY

MEETING DATE: **04/12/2022**

STAFF REPRESENTATIVE: **Jim Holder, Public Works Director**

ITEM: Public Works Director Report
- Update on progress of city projects

Public Works Director Report

March 2022

Demand- average daily demand was 401,000 Gallons per Day (G.P.D.)

Total Monthly Production – 12,448,000 gallons

Pumping Capabilities -3.5 Million Gallons per Day (MGD) the daily pumping capability is a combined figure representing the Somervell County Water District's daily pumping capability in addition to the production capabilities of 5 water wells owned and operated by the City of Glen Rose.

***Any new updates to each item are outlined in red**

- **Grand Avenue Lift Station Reconstruction Project**

  The Texas Water Development Board (TWDB) issued a letter to the city on January 3, 2021, acknowledging the review, and acceptance, of the contract documents for the lift station project. The pre-construction conference was held at City Hall on Thursday January 14, 2021. A Notice to Proceed letter was issued to Rey-Mar Construction on Monday, January 25, 2021. The estimated number of days for construction completion is 230 days. Rey-Mar Construction began excavation at the project site on Monday, February 22. The wet-well has been installed, along with the additional manhole (change-order No.1). Backfilling, and compaction, have been completed around the wet-well and manhole. The dry auger bore, crossing Barnard Street to the north, and up the hill to the electrical panel site, has been completed, along with the installation of electrical conduits. The concrete slabs have been poured for the electrical panels, and junction boxes. The electrical contractor has completed the process of pulling wire through the conduits, and installing the control panels. Site clean-up on the south side of the Paluxy River (along the Riverwalk) has also been completed. The fence around the perimeter of the wet-well, and vaults has been erected and final grade has been established in and around the fenced area. We are currently waiting for TNMP Co. to install the electrical service. The pumps and controls will be tested and commissioned once TNMP has completed their installation process. Substantial completion for this project is expected to be before Thanksgiving. TNMP Company completed the installation of the electrical main and service to the new lift station electrical panel site. The contractor has completed the wiring inside the panels, and we are waiting for a scheduled date/time for the test run on the new pumps and motors. Once a successful test run has been accomplished, the old sewer line will be cut/capped, and the new line will be tied in. The old existing wet well will then be demolished. Rey-Mar Construction has communicated with the electrical/controls sub-contractors. There is currently a supply chain issue with the SCADA Pack PLC unit needed to complete the installation and testing of the SCADA system portion of the controls. The SCADA system installation will be expedited once the components

arrive. The pumps and motors were successfully tested, and commissioned on March 28, 2022. The old lift station was left operational until April 4, 2022, to provide an alternative if any unforeseen problems arose with the new lift station. Demolition of the old L.S. was started on April 4, 2022. The decision was made to do a start-up without SCADA, using a conventional float system. This will allow us to utilize the new L.S. until the SCADA system is installed at a late date.

- **Emergency Back-up Power for Well Sites & Lift Stations**

  An emergency on-site generator has been installed, tested, and is currently supplying emergency back-up power for the Public Works maintenance facility. It operates off of natural gas, and is large enough to power the entire facility. Having an alternate source of electricity at the maintenance facility will enable constant, uninterrupted communications with the SCADA system, ensuring a much faster response time when problems arise. Also, three used generators have been purchased from Federal Surplus Properties. One will constantly supply on-site emergency power at Well Site No. 3. Another will supply power at well No. 2, and the other will be mounted on a trailer for use at six of eight different sewer lift stations. Each of the eight existing lift stations are equipped with a quick connect and a transfer switch to allow for a quick, alternate power source. The city already owns a trailered generator capable of powering the remaining two lift stations, as well as, the water well sites. We are planning to equip each water well site with emergency quick connects, and transfer switches. Once the equipment has been purchased and installed, a written plan will be created for city staff to utilize during emergency situations. New emergency preparedness planning requirements for all water utilities in Texas require that the Public Water System complete critical load notifications to each electrical utility provider, retail provider, the Public Utility Commission (PUC), and the County Emergency Management office. This notification identifies the locations of each critical needs facility, and gives a general description, along with emergency contact information. The deadline for this notification was November 1st. Additionally, the Public Water System must submit to TCEQ an Emergency Preparedness Plan (EPP) no later than March 1, 2022, and implement the EPP no later than July 1, 2022, or upon final TCEQ approval. We are currently waiting on the automatic transfer switches, disconnects, power cords, plugs, etc. from the electrical supplier. There is currently a big demand for the electrical components as all water/wastewater plants are coming in to compliance with the new rules, so there is a lull in receiving the electrical components needed to be able to utilize the back-up generators. However, the supplier that we are using has indicated that our parts are close to being shipped. An electrical contractor completed the installation of an automatic transfer switch at Well Site No.3. Well Site No.3 is considered to be our largest production point in the distribution system, so this is very beneficial to the water system. We have received shipment of the automatic transfer switches for the remaining water well sites. Installation of the switches will be prioritized and scheduled for each remaining site. The Emergency Preparedness Plan has been submitted to the Texas Commission on Environmental Quality for review and possible approval. No later than July 1, 2022, or upon final TCEQ approval, the EPP must be implemented by the water utility.

- **Street Crack Sealing**

  City staff have begun the process of sealing cracks in the pavement on city streets that are paved with "chip seal". This is a project that is recommended to be performed during the winter months. We feel like the "chip seal" streets are more vulnerable to failures so this is where we are focused first. The plan is to continue crack sealing when feasible until late spring. Van Zandt, Texas Drive, 312 (from Tres Rios to Paluxy Summit), Rhett Butler Drive, Bluebonnet, and Glenwood Street have been completed. Lakeview, Wren, and Robin Streets have been completed.

- **Spanish Oak Trail & Hilltop Drive Water Line Improvements Project**

  This project is currently in the design phase with Enprotec/Hibbs and Todd. ***The existing section of 10" a/c water line that was recently identified along Hereford Street (from the 700 block of Hereford Street to City Well Site No.3 near Tom Rumph Road) has been added to the scope of work for this water line improvements project. The project engineers have had their survey crew surveying the job-site during the first week of August.***

  eHT has provided the preliminary/planning information to Public Management (grant consultant) so they can perform the environmental clearance and grant documentation. eHT is continuing with the design and anticipates design completion in April of 2022, following with bid advertisement in May 2022, and potential award of the project in June of 2022. This would correlate to a July/August 2022 construction start with an estimated completion in October or November of 2022.

- **Valleyview Street Reconstruction Project**

  This project is currently in the design phase with Enprotec/Hibbs & Todd.

  eHT is currently in design phase of the project and anticipates having a design review meeting with City Staff in late April 2022, with design completion following. This project is anticipated to be advertised for bids in May of 2022, and possibly awarded in late May or June of 2022. Construction is estimated to begin in July of 2022 with an estimated completion in September of 2022.

- **Rock Ridge Estates Sub-Division**

  City staff continue to monitor and inspect daily, the construction of the proposed infrastructure in Phase 1 of the Rock Ridge Estates Sub-division, ensuring that the improvements are installed, or constructed in accordance with the engineered plans and specifications provided by the developer, and reviewed and approved by Enprotec/Hibbs & Todd.

- Rosewood Addition (Phase II)

  City staff continue to inspect the construction of the proposed infrastructure in the Phase II portion of the Rosewood Addition. This phase is 12 lots and includes drainage improvements, water, sewer, and concrete paving.

- TCEQ Inspection for Water System

  An annual compliance investigation of the City of Glen Rose Water System was conducted on March 30, 2022. This is usually a routine inspection that is coordinated by the TCEQ at least once every three years. The inspection includes reviewing required record retention, and site visit to each water well site. A normal inspection takes 4-6 hours. I am happy to report that everything is in compliance.

MONTHLY OPERATING REPORT

FOR PUBLIC WATER SYSTEMS THAT ARE USING GROUNDWATER SOURCES
OR ARE PURCHASING TREATED WATER FROM ANOTHER PUBLIC WATER SYSTEM

PUBLIC WATER SYSTEM NAME: City of Glen Rose PWS ID No.: 2130001

Report for the Month of: March 2022 Number of Active Service Connections this Month: 1302

	WATER PRODUCTION					
	Pumpage to storage and distribution X 1000 Gals					
Date	From Wells Directly to Distr.	From Wells to Storage Tanks	Purchased Water Directly to Distr.	Purchased Water into Storage	From SWTP or GWUDI Plant	Total Daily Production
1		0		367		367
2		0		433		433
3		0		365		365
4		0		378		378
5		0		325		325
6		0		398		398
7		0		363		363
8		0		347		347
9		0		354		354
10		0		357		357
11		240		173		413
12		382		0		382
13		386		0		386
14		369		0		369
15		87		274		361
16		0		464		464
17		0		295		295
18		0		396		396
19		0		384		384
20		0		419		419
21		0		322		322
22		0		374		374
23		0		342		342
24		0		505		505
25		0		387		387
26		0		383		383
27		145		455		600
28		0		473		473
29		0		494		494
30		0		436		436
31		60		516		576
Total		1669		10379		12448
Avg		53		347		401
Max		386		516		600
Min		0		0		322

Any additional information you wish to provide:

I certify that I am familiar with the information contained in this report and that, to the best of my knowledge, the information is true, complete, and accurate.

Operator's Signature: Ted Wall Date: 4-1-22

Certificate No. and Class: WG0012979

TCEQ - 0811 (DRAFT 7-4-06)

City of Glen Rose
Dinosaur Capital of Texas

AGENDA ITEM SUMMARY

MEETING DATE: **04/12/2022**

STAFF REPRESENTATIVE: **Buck Martin, Police Chief**

ITEM: Police Department Report
- Police Activity Report

City Of Glen Rose
P.1
POLICE DEPARTMENT
201 NE Vernon St., Glen Rose, TX 76043
Phone: (254) 897-2272 Fax: (254) 897-798

GLEN ROSE POLICE DEPARTMENT MONTHLY REPORT

- **03/01/22---1) Traveled to Tarrant County for Uniforms & Equipment for Officer Ramirez**

- **03/03/22---1) Took Assault Report on Crockett St.**
  2) Addressed Code Enforcement Issues on Grace St.
  3) Took Complaint Ref: Code Enforcement Issues on Nancy Dr.
  4) Paperwork in Office

- **03/04/22---1) Met w/Complainant @ Sheriff's Dept. Ref: Assault on Crockett St.**
  2) Qualified w/Firearms @ Uncle Georges
  3) Passed out Council Packets
  4) Responded to Shots Fired–Heard in the Intermediate School Area—-Unable to Locate
  5) Responded to Vehicle Parked in Handicap Spot @ Jr. High School
  6) Responded to a Disorderly Subject on Ross St.
  7) Responded back to Ross St. Ref: Disturbance
  8) Loud Music Complaint at 3B's Restaurant
  9) Parking Complaint on College St.
  10) Responded to ER for a Disorderly Subject
  11) Responded to a Reckless Driver's @ High School
  12) Took Criminal Mischief Report–200 Block NE Big Bend Trl.
  13) Took Forgery Report @ Simple Simons Pizza

- **03/07/22---1) Met w/Complainant Ref: Loud Music & Parking Issues @ 3B on Sat Night**
  2) Follow up on Code Enforcement on Grace St.
  3) Issued Code Enforcement Violation on Grace St.
  4) Spoke w/Somervell County Water District to notify of a portable bathroom knocked over.
  5) Spoke w/Jim Holder to notify of portable bathroom knocked over by Big Rocks Dam
  6) Met w/Code Enforcement Dept. @ City Hall for update on Grace St. Code Violations

7) Spoke w/Citizen Ref: Dog @ Large and Code Enforcement Issues on Ross St.

8) Picked up Paperwork at Somervell County Dispatch Office

9) Patrolled School Zones

- **03/08/22---1) Municipal Court**

2) City Council Meeting

3) Submitted Yearly Human Trafficking Report to Attorney Generals Office (no cases to report)

4) Took Statement on Forgery Report

- **03/10/22---1) Paperwork in Office**

2) Took a Dog Bite Report @ E.R. (occurred on Texas Drive)

3) Attempt to Locate Dog on Texas Drive–Unable to Locate

4) Patrolled School Zones

Continued Monthly Stats for Glen Rose Police Department…… P.2

5) Patrolled Square

- **03/11/22—1) Paperwork in Office**

2) Downloaded In-Car Camera and Body Camera Video onto Computer

3) Met w/Judge May @ Annex Ref: Warrants

- **03/12/22—1) Paperwork in Office**

2) Worked on Invoices

- **03/15/22—1) Contacted CPS to File Report**

2) Responded to Motor Vehicle Accident on Square

3) Patrolled Square & Big Rocks

- **03/16/22—1) Met w/CPS**

2) Spoke w/Code Enforcement Ref: Residence on 1st St.

3) Met w/CPS out in County & @ my Office

4) Responded to Disturbance on SW Barnard St.--Verbal Argument over Property Line

- **03/17/22—1) Paperwork in Office**

2) Domestic Disturbance on Nancy Dr.

- **03/18/22—1) Met w/CPS on Follow UP**
  2) Spoke w/Municipal Court Clerk on Citations Issued out in the 67 East Area
  3) Assisted w/Truck towing a Box Car through the Square

- **03/19/22—1) Spoke w/Owner of Tiger Storage Ref: People parking on property and littering**
  2) Responded to Glen Rose Inn & Suites for a Welfare Check
  3) Responded to Kidnapping on Nancy Dr. (mis-communication between family members)
  4) Patrolled Square & Big Rocks
  5) Responded to Motor Vehicle Accident in front of Brookshires
  6) Responded to Loud Music Complaint @ 3Bs

- **03/20/22—1) Assisted the Sheriff's Department on Attempt to Locate Suspect in Threat/Harassment**
  2) Theft Report @ Big Rocks

- **03/21/22—1) Paperwork in Office**

- **03/22/22—1) Followed up on Code Enforcement Issue on Ross St.**
  2) Welfare Check on Elderly Male Subject in Front of Glen Rose Medical Center
  3) Issued Dog @ Large Citation on Nancy Dr.
  4) Goats in the Roadway on Texas Dr.
  5) Abandoned Vehicle on 2nd St.

Continued Monthly Stats for Glen Rose Police Department……. P.3

- **03/24/22—1) Took 2009 Ford Patrol Unit to the Sheriff's Dept. to Have Laptop Installed**
  2) Spoke with Complainant Ref: Speeders on SW Barnard
  3) Responded to Criminal Mischief Report on College Ave.

4) Arrested Female Subject for Palo Pinto County Warrant on Failure to Appear

- **03/25/22—1) Responded to Big Rocks Park on Welfare Check on Suicidal Female**
  2) Responded to Residential Alarm on Texas Dr.
  3) Responded to a Small Child in the Roadway on Crockett and Austin Rd.
  4) Filed CPS Report of Neglectful Supervision
  4) Responded to Complaint of Parking in Handicap without Placard @ Beck Field

- **03/26/22—1) Paperwork in Office**

- **03/29/22—1) Paperwork in Office**

- **03/31/22—1) Passed out RFP to Council**
  2) Spoke w/CPS on Neglectful Supervision Case

54 Citations, 10 Written Warnings, 9 Verbal Warnings

Chief Martin #800

AGENDA ITEM SUMMARY

MEETING DATE: **04/12/2022**

STAFF REPRESENTATIVE: **Kyle Reeves, Building Official**

ITEM: Building, Planning, and Code Enforcement Report
- Update on progress of city projects

Animal Control
- Animal Control Activity Report

Glen Rose: A welcoming and unique family-oriented community committed to preserving our natural beauty and historic small-town charm.

City of Glen Rose

Permits / Code Compliance / Animal Control
March Monthly Report

Permit Type		Address	Issue Date	Permit Fee
BOA		306 Hereford Street	03/17/2022	100.00
BOA Total	**BOA Total**		**1**	**$100.00**
Building Alteration		504 Grace Street	03/18/2022	363.90
Building Alteration		114 NE Barnard Street	03/29/2022	56.00
Building Total	**Alteration Total**		**2**	**$419.90**
Building Fence		308 Austin Road	03/10/2022	0.00
Building Total	**Fence Total**		**1**	**$000.00**
Building New Construction		103 Summit Court	03/24/2022	1,806.35
Building Total	**New Construction Total**		**1**	**$1,806.35**
Building	Repair	539 NE Big Bend	03/15/2022	151.25
Building	Repair	113 Paluxy Summit Boulevard	03/15/2022	6,324.00
Building	Repair	504 Grace Street	03/09/2022	392.00
Building Total	**Repair Total**		**3**	**$6,867.25**
Certificate of Occupancy		116 NE Barnard	03/15/2022	100.00
Certificate of Occupancy		1047 CR 333	03/16/2022	15.00
Certificate of Occupancy Total			**2**	**$115.00**
Demolition Residential		1408 SW Barnard Street	03/24/2022	45.00
Demolition Total	**Residential Total**		**1**	**$45.00**
Electrical New		107 Easy Street	03/31/2022	185.00
Electrical New		309 East Gibbs	03/30/2022	835.00
Electrical New		111 Mesa Drive	03/28/2022	0.00
Electrical New		113 Mesa Drive	03/28/2022	0.00
Electrical New		115 Mesa Drive	03/28/2022	0.00
Electrical New		205 Summit Ridge Drive	03/25/2022	135.00
Electrical New		308 Austin Road	03/15/2022	0.00
Electrical New		104 Summit View	03/10/2022	85.00
Electrical New		205 Summit Ridge Drive	03/04/2022	130.00
Electrical Total	**New Total**		**9**	**$1,370.00**
Electrical Remodel		2124 East Highway 67	03/01/2022	38.00
Electrical Remodel		101 NE Vine Street	03/14/2022	0.00
Electrical Total	**Remodel Total**		**2**	**$38.00**

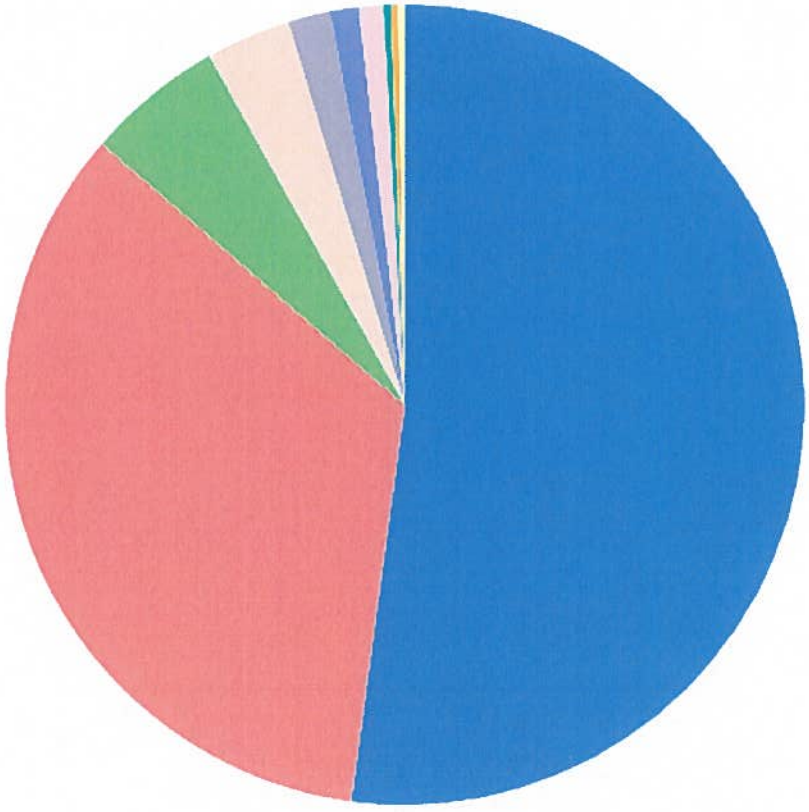
Electrical Repair	113 Paluxy Summit Boulevard	03/18/2022		4,557.36
Electrical Total	**Repair Total**	**1**		**$4,557.36**
Electrical Total		**12**		**$5,965.36**
Garage Yard Sale	508 Jefferson	03/31/2022		0.00
Garage Yard Sale	126 Spanish Oak Trail	03/24/2022		0.00
Garage Yard Sale	500 Stadium Drive	03/24/2022		0.00
Garage Yard Sale	203 Grace Street	03/18/2022		0.00
Garage Yard Sale	106 Birdsong Court	03/23/2022		0.00
Garage Yard Sale	401 Hereford Street	03/23/2022		0.00
Garage Yard Sale	706 NE Barnard Street	03/30/2022		0.00
Garage Yard Sale	116 Camelot	03/30/2022		0.00
Garage Yard Sale	608 Crockett Street	03/30/2022		0.00
Garage Yard Sale	607 Nancy Drive	03/30/2022		0.00
Garage Yard Sale	1312 County Road 2028	03/29/2022		0.00
Garage Yard Sale	702 Bryan Street	03/25/2022		0.00
Garage Yard Sale	902 NE Barnard Street	03/17/2022		0.00
Garage Yard Sale	305 Hilltop Drive	03/17/2022		0.00
Garage Yard Sale	1007 Holden Street	03/17/2022		5.00
Garage Yard Sale	709 Bryan Street #B	03/17/2022		0.00
Garage Yard Sale	604 SW Barnard Street	03/17/2022		0.00
Garage Yard Sale Total		**17**		**$5.00**
Irrigation/Backflow	104 Dove Meadow Lane	03/16/2022		75.00
Irrigation/Backflow	303 East Gibbs Boulevard	03/30/2022		100.00
Irrigation/Backflow	308 Austin Road	03/09/2022		0.00
Irrigation/Backflow Total		**3**		**$175.00**
Mechanical Alteration	113 Paluxy Summit	03/02/2022	306.00	
Mechanical Total	**Alteration Total**	**1**		**$306.00**
Mechanical New	116 Valley View Street	03/04/2022		110.00
Mechanical New	119 Valley View Street	03/04/2022		110.00
Mechanical New	123 Valley View Street	03/04/2022		110.00
Mechanical New	308 Austin Road	03/09/2022		0.00
Mechanical New	111 Mesa Drive	03/28/2022		0.00
Mechanical New	113 Mesa Drive	03/28/2022		0.00
Mechanical New	115 Mesa Drive	03/28/2022		0.00
Mechanical New	102 Mesa Drive	03/28/2022		110.00
Mechanical New	104 Mesa Drive	03/28/2022		110.00
Mechanical New	106 Mesa Drive	03/28/2022		110.00
Mechanical Total	**New Total**	**10**		**$660.00**
Mechanical Total		**11**		**$966.00**

Plumbing New	404 Paluxy Street	03/30/2022		210.00
Plumbing Total	**New Total**	**1**		**$210.00**
Plumbing Remodel	704 Sam Houston Street	03/30/2022		80.00
Plumbing Remodel	603 Austin Road	03/29/2022		59.00
Plumbing Total	**Remodel Total**	**2**		**$139.00**
Plumbing Repair-Replace	209 Mission Street	03/18/2022		65.00
Plumbing Repair-Replace	1207 NE Big Bend Trail	03/10/2022		55.00
Plumbing Repair-Replace	504 Holden Street	03/01/2022		65.00
Plumbing Repair-Replace	111 Shepard Street	03/03/2022		65.00
Plumbing Total	**Repair-Replace Total**	**4**		**$250.00**
Plumbing Total		**7**		**$599.00**
Sign Permit Permanent	1104 NE Big Bend Trail	03/16/2022	50.00	
Sign Permit Permanent Total		**1**		**$50.00**
Specific Use Permit	1207 NE Big Bend Trail	03/03/2022	50.00	
Specific Use Permit Total		**1**		**$50.00**
Vendor	100 Grace Street	03/01/2022		$300.00
Vendor Total Total		**1**		**$300.00**
All Permits Total		**64**		**$17,463.86**

Glen Rose: A welcoming and unique family-oriented community committed to preserving our natural beauty and historic small-town charm.

Payments By Permit Type

Payment Date From: 03/01/2022
Payment Date To: 03/31/2022



Payments by Permit Type			
	Building	9,094	52.1%
	Electrical	5,965	34.2%
	Mechanical	966	5.5%
	Plumbing	599	3.4%
	Vendor	300	1.7%
	Certificate of Occupancy	200	1.1%
	Irrigation/Backflow	175	1.0%
	Sign Permit	50	0.3%
	Specific Use Permit	50	0.3%
	Demolition	45	0.3%
	Garage Yard Sale	5	0.0%

Glen Rose: A welcoming and unique family-oriented community committed to preserving our natural beauty and historic small-town charm.

Inspections

Inspection Type	2022	2021
Cert of Occupancy Inspection	1	4
Driveway Approach Inspection	1	1
Electrical Release	1	1
Electrical Rough In	5	2
Final Building Inspection	3	3
Final Electrical Inspection	5	1
Final Fence Inspection	1	1
Final HVAC Inspection	3	1
Final IBF	1	
Final Inspection	6	1
Final Plumbing Inspection	7	5
Final Pool Inspection	1	
Foundation Inspection	4	4
Framing Inspection	6	1
Gas Line Inspection	1	
HVAC Rough In	5	1
Initial Inspection	11	
Insulation Inspection	1	1
Plumbing Rough-In	2	4
Plumbing Top Out	7	2
Re-inspection		3
Temp Meter Loop		1
	Total 73	**Total 37**

Code Enforcement

Code Enforcement Activities

301 Grace Street 02/17/2022 Trash /rubbish/junk/building materials/tree limbs and Household items

103 NE 1st St. 02/25/2022 Barking dogs 2nd Warning; Two (2) written complaints ; Owner sent Certified Letter

Sub-Standard Monthly	16-000067	201 Third Street	Unsecured entry points - Dilapidation - Junk vehicl...
Violation Inspection - Follow up	18-000254	302 Paluxy Street	Storage of material on exterior of residence in the...
Violation Inspection	21-000144	1614 NE Big Bend Trail	Notice of Violation: Numerous fire code violations ...
Violation Inspection	19-000229	803 Webster Street	Junk Vehicle and accumulation of refuge - appliance...
Violation Inspection	21-000349	503 Grace Street	Trash is piled on a trailer and overflowing to the ...
Sub-Standard Monthly	22-000053	301 Grace Street	Trash /rubbish/junk/building materials/tree limbs a...
Violation Inspection - Follow up	21-000182	100 Grand Avenue	Overgrown grass and weeds

Staff has also been working cases of citizens putting bulk trash out to early

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ANIMAL CONTROL MONTHLY REPORT

February Report

In/Out Summary by Species

Animals In

Brought In - Cat: 36 (22 cats caught in a trap)
Brought In - Dog: 9
Brought In - Skunk: 1 (caught in a Trap)
Total Animals Brought In: ***Forty Six (46)***

Animals Out

Animals Died On Shelter - Cat: 2
Euthanised - Cat: 20 (19 Feral, 1 Medically Untreatable)
Euthanised - Dog: 3 (2 Medically, Untreatable, 1 Aggressive)
Euthanised - Skunk: 1
Animals Euthanised: ***Twenty Four (24)***

Reclaimed - Dog: 2
Total Animals Reclaimed: ***Two (2)***

Animals Transferred Out - Cat: 1
Animals Transferred Out - Dog: 7
Animals Transferred Out: ***Eight (8)***

Total Animals taken Out: 36

Staff Activities

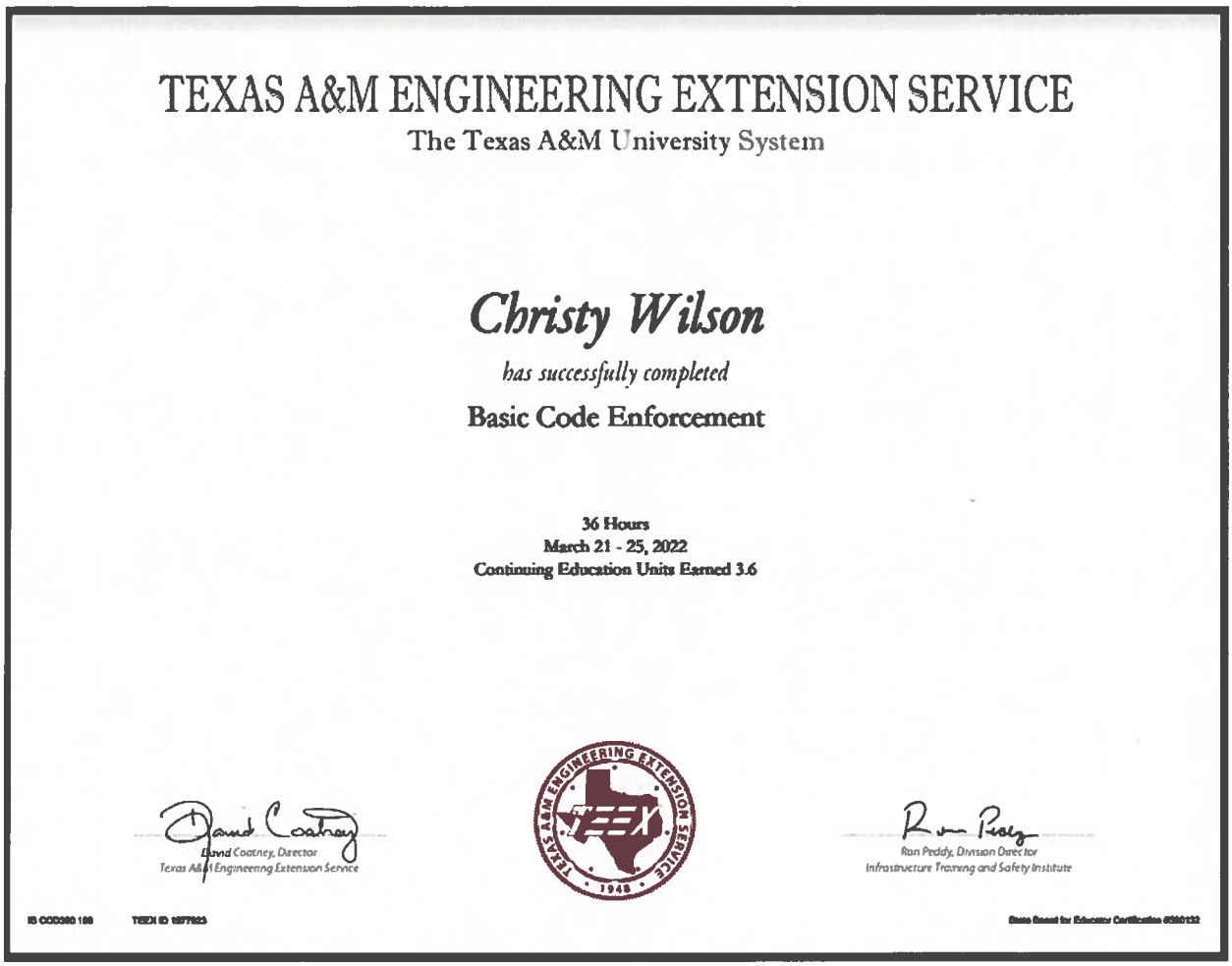
Staff handled 130 phone calls for the month of March

- 15 needing to borrow traps or have us set one
- 8 about missing animals
- 14 calls about county/out of county animals
- 4 calls about dogs running loose in town
- 5 looking for specific type of dog to rescue
- The rest are random questions or asking about paying their water bill

Glen Rose: A welcoming and unique family-oriented community committed to preserving our natural beauty and historic small-town charm.

Basic Code Enforcement

Christy Wilson attended her Basic Code Enforcement Class March 21 thru the 25th in Waco, TX. Staff is working on getting Christy set up for her exam and registration.



TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System

Christy Wilson

has successfully completed

Basic Code Enforcement

36 Hours
March 21 - 25, 2022
Continuing Education Units Earned 3.6

David Coatney, Director
Texas A&M Engineering Extension Service

TEXAS A&M ENGINEERING EXTENSION SERVICE TEEX 1948

Ron Peddy, Division Director
Infrastructure Training and Safety Institute

Glen Rose: A welcoming and unique family-oriented community committed to preserving our natural beauty and historic small-town charm.

Historic Preservation Commission Meeting

03/10/2022

PRESERVATION COMMISSION MEETING

Thursday, March 10, 2022 at 3:00 PM
Glen Rose City Hall, Council Chambers,
201 NE Vernon, Glen Rose, TX 76043

AGENDA

City Hall will be open to the public.
Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 853 5220 9652 • Passcode 522188 • or dial 1-346-248-7799

CALL TO ORDER

1. Pledge of Allegiance
2. Roll call and verification of quorum

CITIZEN/VISITOR COMMENTS (Limited to three minutes per person.)

CONSENT AGENDA

WORKSHOP

3. Discuss the Farmers Market Questions and Farmers Market Vendor draft application submitted by Venus Vara

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at *www.glenrosetexas.org* and said notice was posted on the following date and time: **Monday, March 07, 2022, by 01:15 PM** and remained posted for at least two hours after said meeting was convened.

This building is wheelchair accessible. Any request for sign interpretation or other services should be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at (254) 897-2272 x 102.

Jodi Holthe
Building, Planning Code Enforcement Department

CITY OF GLEN ROSE, TE

City staff and the Preservation Board members conducted a work shop with citizens in attendance. The Farmers Market Vendor Application was thoroughly discussed with comments and concerns coming from both Board Members and citizens. Citizens opted to follow the Boards recommendations for application which will be brought back before the HPB for final voting and adoption.

Glen Rose: A welcoming and unique family-oriented community committed to preserving our natural beauty and historic small-town charm.

03/15/2022

PRESERVATION COMMISSION MEETING
Tuesday, March 15, 2022 at 5:30 PM
Glen Rose City Hall, Council Chambers, 201 NE
Vernon, Glen Rose, TX 76043
AGENDA

City Hall will be open to the public.
Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 896 0738 6620 • Passcode 502560 • or dial 1-346-248-7799

CALL TO ORDER

1. Pledge of Allegiance
2. Roll call and verification of quorum

CITIZEN/VISITOR COMMENTS (Limited to three minutes per person.)

CONSENT AGENDA

3. Consider approval of minutes from February 15, 2022 Historic Preservation Board Meeting
4. Consider approval of Certificate of Appropriateness Application as submitted by Jose R. Torres of La Vita Restaurant
5. Consider approval of Certificate of Appropriateness Application as submitted by Venus Vara for 111 SW Barnard

INDIVIDUAL ITEMS FOR CONSIDERATION

6. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Jose R. Torres (La Vita Restaurant)

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.glenrosetexas.org and said notice was posted on the following date and time: Friday, March 11, 2022, by 01:30 PM and remained posted for at least two hours after said meeting was convened.

This building is wheelchair accessible. Any request for sign interpretation or other services should be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at (254) 897-2272 x 102.

Jodi Hollis

Venus Vara made a request to paint the back door to 111 SW Barnard for her fruit stand store using Palace Green, APPROVED colors by the HPB. Mrs. Vara was APPROVED.

Mr. Torres presented his request to the Board for a sign proposals using APPROVED colors by the HPB. Mr. Torres request were APPROVED, but the end caps were not.

Option (1) if allowed to restore the 2 metal signs with Coca-Cola design. (found those are original signs

Option (2)

NOT APPROVED

Board wanted to see better renderings and wanted Mr. Torres to reach out to Coca Cola to see if they would come and paint the sign.

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Planning and Zoning Commission

03/03/2022 Meeting

PLANNING & ZONING COMMISSION MEETING

Thursday, March 03, 2022 at 5:30 PM
Glen Rose City Hall, Council Chambers,
201 NE Vernon, Glen Rose, TX 76043

AGENDA

City Hall will be open to the public.
Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 860 4060 3864 • Passcode: 334799 • or dial 1-346-248-7799

CALL TO ORDER

1. Pledge of Allegiance
2. Roll call and verification of quorum

PUBLIC HEARING

WORKSHOP

3. Discussion regarding Sewer, Water, Storm Water and Roadway Impact Fees

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.glenrosetexas.org and said notice was posted on the following date and time: **Monday, February 28, 2022, by 3:30 PM** and remained posted for at least two hours after said meeting was convened.

This building is wheelchair accessible. Any request for sign interpretation or other services should be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at (254) 897-2272 x 102.

Jodi Holthe
Jodi Holthe
Building, Planning Code Enforcement Department

Planning and Zoning Commission discussed the need and urgency of adopting Impact Fees for Sewer, Water, Storm Water and Drainage. They looked at several cities such as City of Cleburn, City of Stephenville, and several others.

03/09/2022 Meeting

PLANNING & ZONING COMMISSION MEETING

Wednesday, March 09, 2022 at 5:30 PM
Glen Rose City Hall, Council Chambers,
201 NE Vernon, Glen Rose, TX 76043

AGENDA

City Hall will be open to the public.
Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 820 4005 4285 • Passcode: 119927 • or dial 1-346-248-7799

CALL TO ORDER

1. Pledge of Allegiance
2. Roll call and verification of quorum

PUBLIC HEARING

WORKSHOP

3. Discussion regarding the City of Glen Rose "Schedule of Uses" B-1 & B-2

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at *www.glenrosetexas.org* and said notice was posted on the following date and time: **Friday, March 04, 2022, by 9:45 AM** and remained posted for at least two hours after said meeting was convened.

This building is wheelchair accessible. Any request for sign interpretation or other services should be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at (254) 897-2272 x 102.

Jodi Holthe

Planning and Zoning Commission discussed the Land Use Chart for B-1 and B-2 Zones

Glen Rose: A welcoming and unique family-oriented community committed to preserving our natural beauty and historic small-town charm.

03/17/2022 Meeting

PLANNING & ZONING COMMISSION MEETING

Thursday, March 17, 2022 at 5:30 PM
Glen Rose City Hall, Council Chambers,
201 NE Vernon, Glen Rose, TX 76043

AGENDA

City Hall will be open to the public.
Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 845 1185 1642 • Passcode 634076 • or dial 1-346-248-7799

CALL TO ORDER

1. Pledge of Allegiance
2. Roll call and verification of quorum

CONSENT AGENDA

PUBLIC HEARING

INDIVIDUAL ITEMS FOR CONSIDERATION

3. Discussion, consideration and possible action regarding Water and Sewer Impact Fees (will be handed out at the meeting)

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.glenrosetexas.org and said notice was posted on the following date and time: **Monday, March 14, 2022, by 04:30 PM** and remained posted for at least two hours after said meeting was convened.

This building is wheelchair accessible. Any request for sign interpretation or other services should be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at (254) 897-2272 x 102.

Planning and Zoning Commission discussed the adoption of Impact Fees. Following Texas State Guidelines, the adoption process will follow the adoption of the Comprehensive Land Use Plan.

03/30/2022 Meeting

PLANNING & ZONING COMMISSION MEETING
Wednesday, March 30, 2022 at 5:30 PM
Glen Rose City Hall, Council Chambers,
201 NE Vernon, Glen Rose, TX 76043

AGENDA

City Hall will be open to the public.
Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 884 6257 3644 • Passcode 111371 • or dial 1-346-248-7799

CALL TO ORDER

1. Pledge of Allegiance
2. Roll call and verification of quorum

PUBLIC HEARING

WORKSHOP

3. Discussion regarding the City of Glen Rose "Schedule of Uses" B-3

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at *www.glenrosetexas.org* and said notice was posted on the following date and time: **Friday, March 25, 2022, by 04:00 PM** and remained posted for at least two hours after said meeting was convened.

This building is wheelchair accessible. Any request for sign interpretation or other services should be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at (254) 897-2272 x 102.

Jodi Hollis

Planning and Zoning Commission discussed the need and urgency of reviewing and adopting new uses and definitions for B-3.

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Hot Topics

Certificates of Occupancy

Certificate of Occupancy 116 NE Barnard - Empty Building – Owner changed water to his name.
****Show and Go*** = Owner of the Building preparing for new occupant*

Dollar Store New Construction

1. Form Board – Passed
2. Plumbing Rough – Passed
3. Foundation – Passed
4. Parking Lot – Complete
5. Electrical Pole – Site Approved
6. Frame work - Complete
7. Framing / Top -out – Passed
8. Finals – Passed
9. Temp C.O. given – Still need the following:
    - lacking sod on back portion of lot
    - Report for Parking Lot Lighting to meet City Light Ordinance
    - Fire Department Knox Box

AGENDA ITEM SUMMARY

MEETING DATE: **04/12/2022**

STAFF REPRESENTATIVE: **Kelly Harris, Somervell County Tourism**

ITEM: CVB / Tourism Report

March 2022

1. March 2 CVB Group Meeting

2. March 4-6 DFW Golf Show – Once again, this was a very good show for us. We had over 300 signatures of people signing up for drawing and to receive more information.

3. March 9 CVB Advisory Board Meeting; Met with Morgan Loper about the "End of Summer Street Dance & Car Show Event" in August.

4. March 10 Met with Golf Course, Commissioners and Tarleton State University

5. March 19 Art on the Paluxy Event at Barnard's Mill

6. March 21 Met with Golf Course about Casino Night Event; Met with Somervell County Rodeo Group

7. March 22 Met with writer from AvidGolfer to discuss what all I wanted in the article about Glen Rose/Somervell County. Met with John Junker with the Cleburne Railroaders about a partnership as well as the Chisholm Trail Outdoor Museum.

8. March 23 Hosted and attended the Women in Somervell History Luncheon.

9. March 25 Set up for Destination Glen Rose Somervell County Wedding Event at the Expo

10. March 26 Wedding Expo – Event went much better than anticipated. The vendors would like to do another one in the Fall. We are looking into October.

11. March 30-31 TTCC (Texas Travel Counselors Conference) This was a speed dating for Travel Information Center Counselors and us. All of the Counselors Statewide are excited that we are bringing the magazine back and have asked if I could come and set up for a day at each to talk about Glen Rose. This is very exciting.

Tiffany has been out with some serious health issues but has still been able to work from home. She should be back in office beginning April 6. I will be out Friday, April 8 for a procedure at Harris Southwest. At least we have a little breathing time this month.
Tiffany is working on the Ad updates for Texas Travel, updating the website and social media postings.
I am working on selling Ads for the magazine and the downloadable App. We will be updating the app soon.
I am working with the Cleburne Railroaders to get Glen Rose back out there as a sponsor. We are working a trade. We should be getting a Glen Rose night again as well.

Due to our current partnership with Chisholm Trail Outdoor Museum we have gained even more events and promotional perks. For instance, "The Legends of Texas" Gunfighters, John Wayne and Festus joined us at our Booth at the Texas Travel & Adventure Show along with "Rex" our motion activated dinosaur. We are the #1 booth once again. Since losing the Bluegrass to Chisholm Trail, the partnership has given us some claim for Bluegrass still! We are a permanent Sponsor at The Chisholm Trail Outdoor Museum.

We are still working with CAVE Consulting on adding an Occupancy program on our website.

We are working on new promotional material (magazine, pens, bags etc.)

Attached you will find the numbers from Pearl on calls, visitors, mail outs and calendar of events. Also you will find information and analytics from Tiffany from Social Media.

Social Media & Web categories	Somervell County Texas	GR CVB	Explore Glen Rose Web
March 4th-April 4th			
Action on page	3	4	
Page Views	281	430	13330
Page Likes	42	54	
Post Reach	9,303	18,004	
Post engagements	2,881	4,424	
Page Followers	22	73	
Instagram	664	828	
Top Cities Reached	Glen Rose	Glen Rose	
	Granbury	Fort Worth	
	Fort Worth	Granbury	
	Stephenville	Dallas	
	Cleburne	Cleburne	
	Nemo	Houston	
	Houston	San Antonio	
	Rainbow	Arlington	
	Burleson	Stephenville	
	Weatherford	Weatherford	

Expenses 80% of Total	22-Feb	22-Mar
Salary	$9,102.67	$4,487.24
Social Security	$692.01	$341.11
Insurance	$1,956.02	
Retirement	$1,452.95	$716.28
Cell phone	$24.00	$12.00
Postage	$140.23	$73.51
Office Supplies	$693.70	
Dues & Subscriptions	$4,658.00	$384.96
Seminar		$174.08
Telephone	$111.33	
Ad/Notice	$10,056.00	$6,229.60
Printing	$259.32	
Utilities	$53.54	$251.18
Bldg/GRDS	$9.13	
Computer Maint		$6,000.00
Equip Rental		
Furniture		
Event Fees	$5,964.00	$401.38
Total Monthly Expenses/City	$35,172.90	$19,071.34
City Rev Rec'd		$27,552.34

April 2022

Dinosaur Valley State Park

April 2, 3, 9,10,16,17,23,24,30	Track Talk	10:00AM & 3:30PM
April 2, 10	Overlook Hike	11:00 AM
April 2	Solar System Walk	8:00 PM
April 2	Star Party	9:00 PM
April 3, 30	Denio Site Hike	11:00 AM 3\30 2:00PM
April 3	Junior Ranger Academy	11:00 AM
April 9	Bingo Hike	8:00 AM
April 9	Myth Busters Hike	2:00 PM
April 16	Spring Wing Ding	10:00 AM-3:00PM
April 17	River rock Crawl	11:00 AM
April 17	Snake Safety Hike	2:00PM
April 23	Archery -11:00AM ATLALL 2:00PM	
April 24	Taylor Site Hike 11:00 AM Edible Plant Hike 2:00 PM	
April 30	Fish with a Ranger	11:00 AM

Wheeler Branch Park

April 9	1st Annual Walk Against Bulling	1:00PM-5:00PM

Fossil Rim Wildlife Center

Take a guided tour

Barnards Mill

April 1-10	2022 GRISD Art Show	10:00 AM-5:00 PM

Chisholm Trail Outdoor Museum

April 15-17	Antique Alley
April 29-30	Bluegrass Festival

The Promise of Passover

April 8-10,15-16	The Promise of Passover

Somervell County Expo Center

April 1, 2, 3	UCR Finals Harpers Heroes	All Day Event
April 8,9,10	AMHR Mini Horse Show	All Day Event
April 14, 15, 16	Joe Beaver Calf Roping	All Day Event
April 20, 27	Expo Barrel Jackpot	1:00-9:00
April 23, 24	Breyer Model Horse Show	All Day Event
April 29, 30	Somervell County Rodeo	6:30 PM -10:00PM
May 7	American Indian POW WOW	

Creation Evidence Museum

May 7	Lecture Series
	"The Golden Ratio throughout the Universe"

Cleburne RailRoaders

May 18	First Home Game of the Season

Cleburne Plaza Theatre

April 1-30	"Oliver"
April 7-23	"The Little Mermaid"

GLEN ROSE
Somervell County

THINGS TO DO:

Barnard's Mill & Art Museum
307 SW Barnard St. Glen Rose, TX

Big Rocks Park
1014 NE Barnard St. Glen Rose, TX

Creation Evidence Museum
3102 FM-205 Glen Rose, TX

Dinosaur Valley State Park
1629 Park Rd 59 Glen Rose, TX

Dino Hills Disc Golf Farm
4837 FM-203 Glen Rose, TX

Dinosaur World
1058 Park Rd 59 Glen Rose, TX

Fossil Rim Wildlife Center
2299 County Rd 2008 Glen Rose, TX

Scan here for more info!

Eagle Eye Ranch Carriage Company - horses
1629 Park Rd 59 Glen Rose, TX

Historic Downtown Courthouse Square Glen Rose - shopping, dining, historic sites

Squaw Valley Golf Course
2439 E Hwy 67 Glen Rose, TX

Somervell County Historical Museum
Glen Rose Town Square

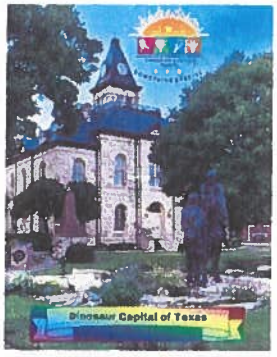
Somervell County Expo Center
202 E. Bo Gibbs Dr Glen Rose, TX

Chisholm Trail Outdoor Museum
101 Chisholm Trail Cleburne, TX

Cleburne Railroaders Minor League Baseball
1906 Brazzle Blvd, Cleburne, TX

Plaza Theatre Company
305 S Anglin Street Cleburne, TX

Upcoming News



"New" Glen Rose/Somervell County Magazine debuts this summer

"New" Scientific Lab studying soft tissue in Dinosaur Bones

"New" Events
Destination Glen Rose/Somervell County Wedding Shows
End of Summer Car Show & Street Dance
Somervell County Fair
Dino Hills Disc Golf Course
Sexton Feed Mill
Blackie's on the Square
Blackie's Gas Stop

"Experience the Gateway to the Hill Country"
New Group

Kelly Harris
Director of Glen Rose/Somervell County Tourism

POB 2037, 100 NE Barnard St., Glen Rose, Texas 76043
Office # 254-897-3081 Cell # 817-564-4587
Kelly.harris@co.somervell.tx.us
Director@exploreglenrose.org
www.exploreglenrose.org
Free Downloadable App - iTunes Google Play "Explore Glen Rose Texas"
Facebook - "Somervell County Texas"
Facebook - "Glen Rose Convention & Visitors Bureau

March 21	Pearl				
	Oakdale	CVB	Visitors	Mailouts	
Mon-1		5	2		
Tue-2		17	3	3	
Wed-3		17	15	26	
Thurs-4		15	15	14	
Fri-5		20	15		
Sat-6		24	52	8	
Sun-7		4	21		
Mon-8		4	10		
Tue-9		13	30	5	
Wed-10		12	14		
Thurs-11		10	35	32	
Fri-12		15	16		
Sat-13		17	57		
Sun14		10	52		
Mon-15		5	19		
Tue-16		13	72		
Wed-17		20	66		
Thurs-18		13	41		
Fri-19		15	34	25	
Sat-20		15	84		
Sun-21		3	6		
Mon-22		5	4		
Tue-23		8	12		
Wed-24		12	8	15	
Thurs-25		6	8		
Fri-26		5	21		
Sat-27		4	50		
Sun-28		Closed	Closed		
29		Closed	Closed		
30		15	14		
31		5	11	4	Mail Brochures Texas 80 Out of State 52
Total:	0	327	787	132	

March 2022	Pearl			
	CVB Phone	Visitors	Mailouts	
Tue-1	5	14		
Wed -2	14	21		
Thurs-3	10	12		
Fri-4	10	19		
Sat -5	2	55		
Sun-6	Closed	Closed		
Mon-7	6	11	17	
Tue -8	14	11		
Wed-9	15	23		
Thur-10	12	14		
Fri-11	8	15	4	
Sat -12	5	72		
Sun -13	Closed	Closed		
Mon-14	13	54		
Tue -15	10	83	1	
Wed-16	18	58		
Thurs-17	27	117		
Fri-18	30	82		
Sat -19	10	85	3	
Sun-20	Closed	Closed		
Mon-21	4	10	34	
Tue -22	17	15	5	
Wed-23	13	7	8	
Thurs -24	15	20	23	
Fri-25	22	32		
Sat-26	7	63		
Sun -27	Closed	Closed		
Mon-28	6	20		
Tue-29	17	20		
Wed-30	10	21		
Thurs-31	12	23		Mail Brochures Texas-54 Out of State-42
Total:	332	977	95	0

AGENDA ITEM SUMMARY

MEETING DATE: **04/12/2022**

STAFF REPRESENTATIVE: **Michael Leamons, City Administrator**

ITEM: City Administrator Report

City Administrator Report
For March 2022

Following is a list of some of the more significant and/or time-consuming transactions I was involved in during the month:

1. Reviewed the March Council agenda with Mayor Douglas and staff. Worked on the packet. Prepared Administrator Report and monthly financial reports.
2. Met with the Bluebird HOA to discuss a possible utility easement through the end of the Birdsong Ct. cul-de-sac. No resolution was reached. They wanted to meet with the developer to discuss the possibility of his installing a privacy fence between their street and the proposed new development. That meeting is supposed to take place on April 8th.
3. Have been assisting Peloton with moving the Comprehensive Plan process forward, particularly with respect to CPAC, providing planning information, and helping locate a venue for the introductory public meeting.
4. With Building Official Reeves attended a HazMAP meeting at the Fire Department.
5. The ARPA project environmental study was completed, so once eHT issues the plans, we will be ready to go out for bids.
6. Continued to respond to outside legal counsel requests. Submitted bills to City Attorney Pendleton for his review and approval.
7. Received a little over $200,000 from TWDB in make-up payments for the Grand Avenue Lift Station Project. The lift station is now operational. The next and final phase of the TWDB project is to pursue some change order work at the Wastewater Treatment Plant.
8. The Advanced Funding Agreement for our TxDOT sidewalk project was received and is being presented to Council for action at the April 12th meeting.
9. Conducted a pre-proposal conference for the Solid Waste RFP. Issued an addendum. Conducted a public proposal opening and distributed proposals to the Council and to City Attorney Pendleton. This is another item being presented to Council at the April 12th meeting.
10. Met with TNMP regarding unmetered circuits for some of the Paluxy Summit subdivision's street lights. Need to get back to this project to resolve this problem and to replace some defective ballasts.
11. Continued to do research regarding the annexation map eHT is working on. Discovered a city limits map commissioned by the City Council in 1959 and drafted by County Surveyor Moody Booker in 1960. Worked with City Attorney Pendleton and Engineer Hay to develop a strategy for incorporating this map into a new city limits map. Drafted a Declaration Ordinance and submitted it to City Attorney Pendleton for his review. This Ordinance will be presented to Council at the April 12th meeting.
12. Was contacted by the City's electricity broker regarding the possibility of extending the City's contract.
13. Discussed properties identified for addition and deletion from the tax rolls with Chief Appraiser Rollen. He is anxious to receive a reliable and definitive map of the city limits from the City.
14. Have only received a couple of extra City Secretary applications since the March meeting. Although she has come by to help with some critical matters, former City Secretary McDonald hasn't been available to put in very many hours during the past month. CPA Brenda James has agreed to help Deputy City Secretary Sosol with accounts payable until a new City Secretary is hired.

15. Worked with Councilwoman Conrad to prepare proposed amendments to the Personnel Policy regarding overtime and compensation for unused PTO time. Worked with Councilwoman Walker to prepare amendments for proposed new Tuition Assistance and Incentive Pay programs.
16. Followed up on Maguire Iron proposal by obtaining an estimate from Engineer Hay for the scope of work outlined by Maguire. Also spoke with a TIPS representative to understand how their system works. Submitted the proposal to City Attorney Pendleton for his review..
17. Attended an on-site meeting at Rock Ridge Estates at the request of the developer. Building Official Reeves, Public Works Director Holder, Fire Marshal Smith, the developer, his engineer, and the lead man for his contractor all attended. Grading, fill material, easements, and fire hydrants were discussed.
18. Met with Building Official Reeves and Superintendent Overbo to discuss a driveway GRISD is planning on building from SW Barnard Street to the GRISD campus.
19. Both Public Works Director Holder and I have spoken with Jim CGartrell about securing an easement through his lot at the end of Heritage Estates to allow for the installation of a sewer main from the Summit Ridge Subdivision. The line would enable the City to abandon one of the Summit Ridge lift stations.
20. At the request of County Commissioner Harris, Public Works Director Holder is working on a proposal to place an additional stop sign at the intersection of Walnut and Vernon Streets, to make it a 4-way stop. This will probably be presented to the Council at the May 10th meeting.
21. Attended both the Peloton TAC meeting with department heads and CPAC meeting.
22. Worked with Mayor Douglas and staff to prepare a list of 10 stakeholder interviews for Council’s review.

AGENDA ITEM SUMMARY

MEETING DATE: **04/12/2022**

STAFF REPRESENTATIVE: **Rosario Sosol, Deputy City Secretary**

ITEM: City Secretary Report

City of Glen Rose
City Secretary's Office
Staff Report for March Activities

Deputy City Secretary

1. Attended Regular Council Meeting as active City Secretary on 03-08-2022.
2. Posted audio/video on the website from.
3. Have been in touch with ES&S and School District clerk regarding election.
4. Worked on minutes from 03-08-2022.
5. Processed Payroll for two pay cycles.
6. Submitted monthly payroll reports TMRS and HSA.
7. Processed payments to regular vendors and payroll vendors.
8. Attended online and in person (3th and 4th) session for the financial training with North Central Texas Council of Governments.
9. Continue taking trainings for Municode and ES&S.

Municipal Court Clerk

1. Processed citations, payments and court related paperwork.
2. Helped ES&S representative to put together voting equipment.
3. Helped Chief Martin to designed the new business cards for his department.
4. Attended online training with ES&S (Election equipment).
5. Have been in touch with Kinect representative to fix issues with Zoom.
6. Answered phone calls, processed utility payments, helped to create new water accounts.

Utility Billing Clerk

1. Answered and redirected phone calls for different departments.
2. Processed water and citations payments.
3. Processed paper work for new water accounts and for closed water accounts.
4. Submitted ACH files for bank drafts water payments.
5. Made courtesy calls with the help of Municipal Clerk to citizens who were on the cut off list for non-payment, this month we had 114 accounts that made it to the list, but only 7 were turned off for nonpayment.

*I would like to highlight the fact that Emily and Lupita were very helpful and worked hard to keep the office running while I was out of the office. *

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on a Glen Rose ISD Demographic Study.		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Ten Years Forecast by Grade		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

Superintendent Trig Overbo asked for an opportunity to present a Glen Rose ISD Demographic Study.

RECOMMENDED ACTION:

Move to approve or deny as presented.

Ten Year Forecast by Grade Level

Year (Oct)	EE	PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2017/18	3	69	128	112	129	134	137	150	130	150	137	144	126	128	129	1,806		
2018/19	3	71	152	131	129	121	142	137	149	138	148	144	141	130	121	1,857	51	2.8%
2019/20	6	57	154	158	135	125	134	140	152	164	140	152	141	151	121	1,930	73	3.9%
2020/21	6	43	123	143	163	138	126	144	150	151	162	156	148	133	135	1,921	-9	-0.5%
2021/22	7	60	159	129	149	157	145	140	150	153	159	170	142	149	130	1,999	78	4.1%
2022/23	7	60	164	167	133	152	166	153	146	156	158	169	162	133	143	2,069	70	3.5%
2023/24	7	60	167	171	172	136	157	174	161	150	161	170	160	152	128	2,126	57	2.8%
2024/25	7	60	176	175	176	177	142	165	182	165	156	171	159	154	147	2,212	86	4.0%
2025/26	7	60	180	184	180	180	182	150	172	187	170	167	161	151	148	2,279	67	3.0%
2026/27	7	60	186	188	190	184	186	191	157	177	193	182	157	153	146	2,357	78	3.4%
2027/28	7	60	190	193	192	195	191	196	200	161	183	206	171	150	148	2,443	86	3.6%
2028/29	7	60	187	198	199	197	202	201	205	206	166	195	194	162	145	2,524	81	3.3%
2029/30	7	60	189	195	203	204	204	212	210	211	213	177	183	185	156	2,609	85	3.4%
2030/31	7	60	190	197	200	208	211	215	222	216	218	227	166	174	179	2,690	81	3.1%
2031/32	7	60	190	198	202	205	215	222	225	228	223	233	214	158	168	2,748	58	2.2%

Yellow box = largest grade per year
Green box = second largest grade per year

Zonda Education

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on award of contract to Maguire Iron for the renovation of the Standpipe at Well #5.		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Chris Hay, PE email with project budget; Maguire Iron Contract for the Renovation of the Standpipe at Well #5		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

After the recent failure of the Well #4 water tank and at the recommendation of Mayor Douglas, staff reached out for help in evaluating the City's other water tanks and standpipes. At the 2021 TML Conference, staff discussed the matter with Roxana Bagwell with Maguire Iron and she was willing to do such an assessment at no cost to the City. She met with staff, conducted on-site assessments, and presented recommendations to staff. One of her recommendations was that both the interior and exterior of the standpipe at Well #5 be renovated. Time is of the essence. Currently the exterior is in good enough condition that a new coating can be applied without having to resort to sand blasting. If it isn't re-coated in a timely manner and sand blasting is required, containment will also be required. That process would add about $100,000 to the cost of the project. Also, new federal coating standards will go into effect on January 1, 2023, which will increase the cost of the project if it isn't completed prior to that date. Chris Hay, PE provided a cost estimate for the project based on the scope of work included in the Maguire Iron proposal. The City is a member of TIPS (The Interlocal Purchasing System) and can award a contract to Maguire through that system in compliance with the State's purchasing requirements. Considering the above referenced time constraints and since the Maguire proposal is considerably less than Hay's budget, staff recommends that the Council award the contract through TIPS. The Maguire proposal was submitted to City Attorney Pendleton for his review and approval.

RECOMMENDED ACTION:

Move to approve the Well # 5 Standpipe Renovation Contract with Maguire Iron.

Gmail

Michael Leamons <michael.leamons@glenrosetexas.org>

RE: Standpipe Renovation Specs

1 message

Chris Hay <chris.hay@e-ht.com> Tue, Mar 15, 2022 at 9:24 PM
To: Michael Leamons <michael.leamons@glenrosetexas.org>

Michael,

I went through one of our guys who deals with a lot of tank rehabs and this is what he said regarding the estimate for the standpipe 5 rehab…

We'd guess the construction estimate to be around $265,000 for the scope mentioned. That doesn't include any logos or lettering, structural repairs, upgrades for manways, hatches, ladders, vents, etc. If diesel continues to stay above $5/gallon and/or rises, it could be more expensive than that.

Let me know if you have any questions or if you need any additional information.

Thanks,

Chris Hay, PE

Associate Vice President/Senior Project Manager
Enprotec / Hibbs & Todd, Inc.

From: Michael Leamons <michael.leamons@glenrosetexas.org>
Sent: Wednesday, March 9, 2022 4:52 PM
To: Chris Hay <chris.hay@e-ht.com>
Subject: Standpipe Renovation Specs

hris,

Here is what is being proposed:

Exterior Renovation
• Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12 "Waterjetting."
• Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
• Contractor will apply one (1) full prime coat of epoxy to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
• Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.5 - 4.0 mils DFT).

Interior Wet Renovation
• Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
• Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
• Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
• Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
• Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

Michael Leamons

City Administrator

City of Glen Rose

(254) 396-2467 cell

(254) 897-2272, ext 107

Sender notified by
Mailtrack

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CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on proposals for municipal solid waste collection, hauling, and disposal services.		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Solid Waste RFP; Addendum #1 to RFP; Spreadsheet comparing costs; Staff Award Recommendation		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

The Council has been provided with the municipal solid waste collection proposals received in response to the City's RFP. Attached are spreadsheets comparing bottom-line costs and once a week collection versus twice a week collection as well as a staff award recommendation. Staff recommends, due to cost and to reduce wear and tear on the city streets, that the City stay with once a week collection. Finally, staff recommends that the option for twice a year access to the Transfer Station at a cost of $0.50/month be accepted.

RECOMMENDED ACTION:

Award a contract for once a week trash collection, with twice a year access to the Somervell County Transfer Station to Frontier Waste Solutions.

City of Glen Rose, Texas
Request for Proposals (RFP)
Solid Waste Collection, Hauling, and Disposal Services

Dated: February 15, 2022

Responses Due: March 29, 2022 at 2:00 PM CDT

REQUEST FOR PROPOSALS WITH QUALIFICATIONS FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND COMMERCIAL SOLID WASTE

The City of Glen Rose, Texas is accepting sealed proposals for Solid Waste Collection and Disposal Services—Type of Work: Collection, transportation, and disposal of all residential and commercial solid waste, including refuse, and bulky waste from the Contract area to a disposal or processing site identified by the Contractor. Proposal packages may be obtained from City Hall. Sealed proposals labeled "Solid Waste Collection and Disposal Services" are due prior to the public proposal opening on March 29, 2022 at 2:00 p.m. at City Hall, 201 NE Vernon Street, Glen Rose, TX 76043. For information call (254) 897-2272, ext. 107. The City of Glen Rose reserves the right to reject any or all proposals, to waive technicalities, and to make any investigation deemed necessary concerning the proponent's ability to provide the services as covered by the specifications and to accept the proposal deemed the best value for the City.

_____
Michael Leamons, City Administrator

CERTIFICATION

I hereby certify that the above "Request for Proposals" was posted on the bulletin board of City Hall, City of Glen Rose, Texas on the 15th day of February, 2022.

_____
Rosario Sosol-Lihaut, Deputy City Secretary

REQUEST FOR PROPOSALS (RFP)
FOR THE COLLECTION AND DISPOSAL OF
RESIDENTIAL AND COMMERCIAL SOLID WASTE

INSTRUCTION TO PROPONENTS

1. Receipt and Opening of Proposals

Proposals will be received at City Hall at 201 NE Vernon Street, Glen Rose, Texas until 2:00 p.m. on Tuesday, March 29th, 2022 (the deadline) at which time a public opening will be conducted. The envelope containing the proposals must be sealed and delivered to City Hall and plainly marked "Proposal for Solid Waste Collection and Disposal."

By Mail: City of Glen Rose
P.O. Box 1949
Glen Rose, Texas 76043

By other carrier: City of Glen Rose
201 NE Vernon Street
Glen Rose, Texas 76043

Each proponent shall provide the City with ten (10) copies and one (1) digital copy. It is the proponent's responsibility to ensure that proposals are delivered to the City prior to the deadline. Proposals received after the deadline will not be considered.

2. Evidence of Insurance

Each proposal must be accompanied by a current certificate of insurance for the proponent or evidence of self-insurance.

3. Scope of Work

Proposals shall conform to the terms and requirements of the twenty-six (26) page Glen Rose Municipal Solid Waste Agreement accompanying this RFP and shall be submitted on the form provided.

4. Mandatory Pre-Proposal Conference

The City will conduct a pre-proposal conference on Tuesday, March 8th at 2:00 p.m. at City Hall at 201 NE Vernon Street, Glen Rose, Texas. Any firm wishing to submit a proposal must have a representative present at the pre-proposal conference. City staff will answer questions and provide clarifications concerning the RFP at that time. No addendum will be issued until after the pre-proposal conference.

5. Addendum and Explanations

Explanations, such as the meaning or interpretation of the invitation, specifications, definitions, etc., desired by a prospective proponent shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which

will be forwarded to each known proponent. All written requests for explanations or interpretations must be received by the City Administrator no later than the City's close of business on March 15, 2022. Any verbal statements regarding same, by any person, previous to the award, shall not be authoritative and will not be binding.

Addendum issued prior to date of receipt of proposals shall become a part of the Agreement documents and all proposals shall include the work described in the addendum.

6. Name, Address, and Legal Status of the Proponent

The legal status of the proponent, whether corporation, partnership, or individual, shall be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership proponent shall give full names and addresses of all partners. The proposal and all copies must be properly signed in ink.

7. Competency of Proponent

The opening and reading of the proposal shall not be construed as an acceptance of the proponent as a qualified, responsible proponent. The City reserves the right to determine the competency and responsibility of a proponent from its knowledge of the proponent's qualifications and from other sources.

The City will require submission with the proposal of supporting data regarding the qualifications of the proponent in order to determine whether the proponent is a qualified, responsible proponent. The proponent shall furnish the following information:

(a) Evidence, in form and substance satisfactory to the City, that the proponent as a going concern in refuse collection and disposal:

1. has been in existence for more than five (5) consecutive years immediately preceding the date of the opening of proposals;
2. has experience with operations of comparable size to those required by the City of Glen Rose;
3. possesses the resources necessary to perform all phases of the work called for in the Agreement documents; and,
4. has access to an operating landfill.

(b) A list of all municipal solid waste Agreements held in Texas.

(c) At least five phone and email contacts for officials in other cities where the proponent has been in operation for three or more years.

8. Disqualification of Proponent

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proponent and the rejection of the proposal:

(a) Evidence of collusion among proponents;

(b) Lack of competency as revealed by the documents provided in the proposal;

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship;

(d) Default on a previous Agreement for failure to perform; and,

(e) Failure to complete any or all parts of, or follow instructions in, the entire proposal packet. There are to be no alterations to this proposal packet, and all proposals received must be received with the packet in complete context as presented to each proponent.

9. Method of Award

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure, or interlineations of the Agreement documents and of the proposal shall render the accompanying proposal irregular and subject to rejection by the City. The City intends that the Agreement shall be awarded within sixty (60) calendar days following the date that proposals are publicly opened.

Proposals will be evaluated based on quality of service, available resources, and previous performance as well as price. Once a Contractor is selected, the City shall enter into final negotiation of a Agreement. The City reserves the right to cease negotiations at any time if it feels doing so is in its best interest. If negotiations cease, the City may elect to enter negotiations with another proponent or reject all proposals and re-advertise for proposals. All decisions and awards shall be at the sole discretion of the City Council and all decisions shall be final.

10. Historic Data

During 2021 a total of 3,270 tons of residential/commercial waste and 418 tons of Roll-Off waste were collected within the City. At the beginning of 2022, the City had 912 Single-Family Residential Units and 197 Commercial and Multi-Family Residential Units. A list of the service being provided to the 197 Commercial and Multi-Family Residential Units (including the City's units provided at no cost) follows:

CONTAINER	# COLLECTIONS PER WEEK	COUNT
1 Cart	1	49
1 Cart	2	24
2 Carts	1	1
2 Carts	2	13
3 Carts	1	1
3 Carts	2	5
4 Carts	2	2
7 Carts	2	1
1 x 2 Yard	1	3
1 x 3 Yard	1	15
1 x 3 Yard	2	16
1 x 3 Yard	3	1
2 x 3 Yard	1	1
2 x 3 Yard	2	3
3 x 3 Yard	2	2
1 x 4 Yard	1	10
1 x 4 Yard	2	19
1 x 4 Yard	3	4
1 x 4 Yard	4	1
1 x 4 Yard	5	1
2 x 4 Yard	1	1
2 x 4 Yard	2	10
2 x 4 Yard	5	1
3 x 4 Yard	2	4
3 x 4 Yard	3	4
4 x 4 Yard	2	3
4 x 4 Yard	3	1
4 x 4 Yard	4	1
	Total:	197

Note: Under the City's current Agreement, dumpsters are emptied via side-load trucks, limiting the maximum dumpster size to four (4) yards. Previously, six (6) and eight (8) yard dumpsters were also used to service the City's businesses. The City prefers not to have side loaded dumpsters.

CITY OF GLEN ROSE MUNICIPAL SOLID WASTE RFP
PROPOSAL FORM

Rates and Fees (As listed in Sections 7 and 10 of the Agreement) are to include franchise fee.

Once a Week Single-Family Residential Unit Services

$ _____per month for each once/week Single-Family Residential Unit utilizing one Cart

$_____per month for each additional Cart utilized by such Single-Family Residential Unit

Commercial and Multi-Family Residential Unit Services

NUMBER OF COLLECTIONS PER WEEK

Container Type	**One**	**Two**	**Three**	**Four**	**Five**
Cart	$_____	$_____	$_____	$_____	$_____
2yd Dumpster	$_____	$_____	$_____	$_____	$_____
3yd Dumpster	$_____	$_____	$_____	$_____	$_____
4yd Dumpster	$_____	$_____	$_____	$_____	$_____
6yd Dumpster	$_____	$_____	$_____	$_____	$_____
8yd Dumpster	$_____	$_____	$_____	$_____	$_____

Monthly surcharge to equip a container with a locking device: $_____

Monthly surcharge to equip a container with casters: $_____

Roll-Off Services

Twenty (20) Yard Haul: $_____

Thirty (30) Yard Haul: $_____

Forty (40) Yard Haul: $_____

Roll-off "delivery" fee: $_____

Roll-off daily rental: $_____

Relocate/blocked access fee: $_____

Over-load fee: $_____/ton (for loads exceeding 4 tons)

City's Twenty (20) Yard Sludge Box Haul: $_____

City's Six Optional Thirty (30) Yard Hauls: $_____/haul

ALTERNATE PRICING TO GO WITH CITY-WIDE TWICE A WEEK SINGLE-FAMILY RESIDENTIAL UNIT SERVICES IN LIEU OF ONCE A WEEK SERVICES

Twice a Week Single-Family Residential Unit Services

$ _____per month for each twice/week Single-Family Residential Unit utilizing one Cart

$_____per month for each additional Cart utilized by such Single-Family Residential Unit

Landfill(s) to be used under this Agreement:_____

I have read the City of Glen Rose Request For Proposals (RFP) for Solid Waste Collection, Hauling, and Disposal Services and the attached twenty-six (26) page Glen Rose Municipal Solid Waste Franchise Agreement and, hereby, agree to provide the above services at the prices listed pursuant to all the provisions of said Agreement. This is a firm offer, good for one hundred eighty (180) days. Furthermore, if awarded the Agreement to provide Municipal Solid Waste Collection and Disposal Services for the City of Glen Rose, I have full authority to do so and will execute the said Agreement as presented. I also acknowledge receipt of addendum #_____(List the numbers of any addenda you may have received. If no addenda were received, write "NONE".)

_____ _____

Name and title (printed) Company Name

_____ _____

Signature Date

THE STATE OF TEXAS }

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____,

2022, by _____ (name), _____ (title).

_____

Notary Public, State of Texas

EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE IN THE CITY OF GLEN ROSE, TEXAS.

SECTION 1 (of 38)
DEFINED TERMS

The following terms, as used herein, will be defined as follows:

Bulky Item - Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items. Tires, batteries, motor oil, Hazardous Waste, dead animals, and auto parts are excluded.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers, and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday, or Holiday as defined in this Agreement.

Cart - A container with ninety-five (95) gallons of capacity. Also known as a Poly Cart.

City - City of Glen Rose, Texas.

Commercial Unit - Any facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, and manufacturers.

Commercial Hand Collect Unit - A small Commercial Unit which generates no more than two (2) cubic yards of waste per week and does not opt to have a dumpster. An exception to the two (2) cubic yard weekly limit is made for small Commercial Units where there is no space for setting or collecting waste from a dumpster.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or Bulky Items.

Container - Any receptacle, including, but not limited to, Dumpsters, Roll-Offs, and Carts, provided to the City by the Service Provider and utilized by a Commercial, Roll-Off, or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste.

Containers are designed to hold between ninety-five (95) gallons and forty (40) cubic yards of Solid Waste.

Dumpster - A type of metal movable waste container with a lid, ranging in size from two (2) to eight (8) cubic yards, designed to be lifted and emptied by a garbage truck.

Franchise Agreement - Contract between the City and the Service Provider regarding rights and obligations concerning the collecting, hauling, and disposing of Municipal Solid Waste and Construction and Demolition Waste originating within the City's corporate limits.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order, or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Administrator and agreed to by the Service Provider.

Holidays - The following days:

New Year's Day (January 1st)
Memorial Day (Last Monday of May)
Independence Day (July 4th)
Labor Day (First Monday of September)
Thanksgiving Day (Fourth Thursday of November)
Christmas Day (December 25th)

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for and inhabited by multiple family units that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off - A container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Off Unit - Any operator generating large volumes of Municipal Solid Waste or Construction and Demolition Waste and requiring Roll-Off service.

Service Provider – The proponent to whom this Contract is awarded.

Single-Family Residential Unit - Any residential dwelling that is designed for and inhabited by a single person or family unit that generates and accumulates Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

White Good - Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink, washer, or dryer.

SECTION 2 (of 38)
EXCLUSIVE FRANCHISE GRANT

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition Waste, to the extent allowed by law, the exclusive franchise, license and privilege to collect, haul, and dispose of Municipal Solid Waste and Construction and Demolition Waste over, upon, along, and across the City's present and future streets, alleys, bridges, and public properties; provided, however, the exclusive franchise grant contained herein shall not apply to Construction and Demolition Waste originating on a single-family residential property, when the owner personally collects, hauls, and disposes of said waste. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer, or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive franchise grant described herein.

SECTION 3 (of 38)
OPERATIONS

A. Scope of Operations. It is expressly understood and agreed that the Service Provider shall collect, haul, and dispose of all Municipal Solid Waste and Construction and Demolition

Waste (as provided herein) (i) generated and accumulated by Commercial, Roll-Off, and Residential Units, and (ii) placed within Containers by those Commercial, Roll-Off, and Residential Units receiving the services of the Service Provider, all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement, (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition Waste, the title to all Municipal Solid Waste and Construction and Demolition Waste collected, hauled, and recycled or disposed of by the Service Provider over, upon, along, and across the City's present and future streets, alleys, bridges, and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials. Title to and liability for materials excluded from this Agreement that were not generated by the City shall not be assigned to the City.

C. Scheduling. The City prefers to have a truck scheduled to be in Glen Rose to collect Municipal Solid Waste on every Business Day. Where Commercial and Multi-Family Residential Units (and Single-Family Residential Units if the twice a week collection alternate is selected) require collection on more than one day a week, unless instructed otherwise by the customer, the Service Provider shall create a schedule to divide the intervals between collections as evenly as possible. The scheduling identified under this Section shall not be changed except to accommodate holidays or unless said change is agreed to in writing at least fourteen (14) days in advance of the change by both the City and the Service Provider. Should scheduling be disrupted due to equipment failure, manpower shortages, Landfill issues, or other reasons not covered under Section 30 of this Agreement, under no circumstances shall the Service Provider delay collection more than twenty-four (24) hours. Failure to adhere to agreed-upon scheduling requirements for reasons other than those covered under Section 30 of this Agreement shall be considered grounds for termination of this Agreement as provided in Section 29 of this Agreement.

D. Routes. The Service Provider shall establish collection routes for each day that collections are made within the City and shall provide the City a map of said routes no later than sixty (60) days prior to this Agreement's Effective Date. Once the City has reviewed and approved the routes, the Service Provider shall mail a copy of the applicable route map to every customer within the City. The Service Provider shall strictly adhere to the established routes unless a change is agreed to in writing at least fourteen (14) days in advance of the change by both the City and the Service Provider.

E. Reports.

1. Daily Reports. If operations are going smoothly and good communications are being provided as outlined under Subsection F, daily reports will not be required. Should the

City determine that daily reports are necessary those reports must be submitted by 10:00 a.m. on the following Business Day.

(a) Daily Call Log – A listing of the calls received by date and time, type of call (missed collection, complaint, inquiry), and the resolution.

(b) Unacceptable Set-out Log – A listing of unacceptable set-outs by address with a description of the reason for the determination.

2. Monthly Reports. Monthly reports are to be submitted by the 15th day of the month and shall include:.

(a) A report on the pounds of waste collected in the previous month under this Agreement; and,

(b) The Franchise Fee Report required under Section 16.E of this Agreement.

F. Communications. Each Business Day, the Service Provider's driver or manager shall check in with City staff prior to the departure of the Service Provider's truck from the City or at 4:45 p.m., whichever comes earlier. Quarterly, the Service Provider's management shall confer with the City to evaluate performance under this Agreement.

SECTION 4 (of 38)
CART COLLECTIONS

A. Single-Family Residential Units. The Service Provider shall collect Municipal Solid Waste once per week (unless the City chooses to go with the twice per week alternate) from Single-Family Residential Units provided that (i) such Municipal Solid Waste is placed in Carts provided by the Service Provider, and (ii) such Carts are placed on the street or within two (2) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Except as provided for herein, the Service Provider shall only be responsible for collecting, hauling, and disposing of (i) Municipal Solid Waste placed inside the Carts. Municipal Solid Waste in excess of the Carts, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider at its sole discretion. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Single-Family Residential Unit to utilize an additional Cart so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Subsection 10.A of this Agreement. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Commercial Hand Collect Units. The Service Provider shall collect Municipal Solid Waste from Commercial Hand Collect Units provided that (i) such Municipal Solid Waste is placed

in Carts provided by the Service Provider and (ii) such Carts are placed on the street or within two (2) feet of the curbside or right of way adjacent to the Commercial Hand Collect Unit no later than 6:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Carts provided by the Service Provider. Municipal Solid Waste in excess of the Carts' limits, or placed outside or adjacent to the Carts, will not be collected by the Service Provider. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Commercial Hand Collect Unit to utilize an additional Cart so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 10.B. of this Agreement.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Carts. The Service Provider shall not be responsible for any other modifications and/or accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Handicapped Residential Units.

SECTION 5 (of 38)
DUMPSTER COLLECTIONS

The Service Provider shall collect Municipal Solid Waste from dumpsters located at Commercial and Multi-Family Residential Units at intervals as provided for in Section 10 of this Agreement. Containers equipped with locks must be unlocked by 6:00 a.m. on the day(s) of collection. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 10.0 of this Agreement. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services under this Agreement and that the Commercial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surfaces.

SECTION 6 (of 38)
ROLL-OFF SERVICES

Upon request, the Service Provider shall provide Roll-Off services to customers within the corporate boundaries of the City. Once a customer has completed the Service Provider’s application for Roll-Off service and paid the required deposit, the Service Provider shall deliver

a Roll-Off unit to the customer within two (2) business days. When a customer requests a haul or the removal of a Roll-Off before 12:00 p.m. on any business day, the Service Provide shall make said haul or removal by the end of the next business day. An extra day of response time shall be allowed for requests received on or after 12:00 p.m. It is the customer's responsibility to ensure that there is adequate space for the placement of a Roll-Off and that said space is accessible to the Service Provider's truck, whether for initial delivery, a haul, or removal of said Roll-Off.

SECTION 7 (of 38)
SPECIAL COLLECTIONS AND SERVICES

(*The blanks in this Section are to be filled in with the rates and fees provided in the Service Provider's proposal.*)

A. Municipal Locations. The Service Provider will provide, at no cost to the City, Containers for and the collection of collect Municipal Solid Waste at the following municipal locations within the City:

1. One (1) 2-yard Container at the Wastewater Treatment Plant with once a week collection;
2. Two (2) Carts at City Hall with once a week collection;
3. One (1) 4-yard Container at the Somervell County Fire Hall with once a week collection;
4. Two (2) 8-yard Containers at the Public Works Yard with twice a week collection; and,
5. One (1) 3-yard Container at the Animal Control Facility with once a week collection.

Whether from the above listed 3-yard Container or from another Container provided at no cost to the City, once a week, the Service Provider shall collect dead animals at the Animal Control Facility at no charge to the City.

B. Convenience Station. The Service Provider shall provide, at no cost to the City, a 30 yard Roll-Off with four hauls during the year for the collection of non-putrescent Municipal Solid Waste at the City's Convenience Station. During each year, the City shall have the option to obtain no more than six (6) additional hauls for City events at a rate of $_____/haul.

C. Wastewater Treatment Plant. The Service Provider shall be responsible for processing the paperwork necessary to dispose of the sludge from the City's Wastewater Treatment Plant. On an as-needed basis, the Service Provider shall haul a twenty (20) yard sludge box from the City's Wastewater Treatment plant at a rate of $_____/haul.

D. Special Events. With thirty (30) days advance notice, the Service Provider shall provide up to thirty (30) carts each year (with one [1] collection for each), at no cost to the City, for use

at special events hosted by the City or the Convention and Visitors Bureau. The Service Provider will receive recognition as a sponsor of any event where these carts are used.

E. Disaster Relief Services. Upon request by the City, the Service Provider may provide special collection, hauling, and disposal services due to damage or destruction resulting from a flood, tornado, hurricane, pandemic, or other similar disaster. For the services provided under this Subsection, the Service Provider shall charge the City (i) an amount equal to the rates and fees allowed under the Federal Emergency Management Agency's grant for the disaster relief services provided to the City under this Subsection or (ii) a rate mutually agreed upon by the City and the Service Provider. Nothing contained herein shall be construed as to limit the City's ability to Contract with additional vendors to provide the disaster relief services contained in this Subsection.

SECTION 8 (of 38)
BULKY ITEMS AND BUNDLES

Quarterly, the Service Provider shall provide curbside collection services at no additional charge to the City for no more than a total of three (3) cubic yards (the equivalent of about six (6) poly carts) of Bulky Items or Bundles of brush or combination thereof per customer address, subject to the exclusions listed in Section 12 of this Agreement. Each Bulky Item or Bundle may not exceed forty-eight (48) inches in length or fifty (50) pounds in weight. Additional Bulky Items and Bundles may be disposed of by utilizing the Service Provider's Roll-Off Services at the cost provided for in Section 10 of this Agreement. White Goods containing refrigerants will not be collected by the Service Provider as part of this Agreement unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

SECTION 9 (of 38)
EQUIPMENT

The Service Provider shall be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to all the Containers required to deliver the services outlined in this Agreement. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

A. Carts. Carts must be either injection molded with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE), contain UV stabilized resin, have a ten-year warranty, comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G compliant), be equipped with a metal lift bar (replaceable if damaged), and be uniform in appearance.

B. Dumpsters and Roll-Offs. All dumpsters shall have lids that fully close. Dumpsters and Roll-Offs must be painted a uniform color and bear the name of the Service Provider.

The Service Provider must have all of the equipment needed to provide the services described in this Agreement in place prior to January 1, 2023. Failure to acquire or deploy the equipment needed to provide the services described in this Agreement shall be deemed a breach of Agreement. When service is requested for new accounts or additional service or replacement Containers are requested for existing accounts, the Service Provider shall deliver the required Containers to the service address no later than three (3) days after receiving notification from the City.

SECTION 10 (of 38)
RATES AND FEES

Subject to adjustment, as provided in Section 11 of this Agreement, the rates and fees to be charged and received by the Service Provider are as follows (*the blanks in this Section are to be filled in with the rates and fees provided in the Service Provider's proposal*):

A. Once a Week Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) $_____per month for each Single-Family Residential Unit utilizing one Cart and (ii) $_____ per month for each additional Cart utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits.

B. Commercial and Multi-Family Residential Unit Services. For the Services provided to Commercial and Multi-Family Residential Units under Sections 4.B and 5 of this Agreement, the Service Provider shall charge per month for each Container utilized the following rates:

NUMBER OF COLLECTIONS PER WEEK

Container Type	**One**	**Two**	**Three**	**Four**	**Five**
Cart	$_____	$_____	$_____	$_____	$_____
2yd Dumpster	$_____	$_____	$_____	$_____	$_____
3yd Dumpster	$_____	$_____	$_____	$_____	$_____
4yd Dumpster	$_____	$_____	$_____	$_____	$_____
6yd Dumpster	$_____	$_____	$_____	$_____	$_____
8yd Dumpster	$_____	$_____	$_____	$_____	$_____

Monthly surcharge to equip a container with a locking device: $_____

Monthly surcharge to equip a container with casters: $_____

The foregoing rates apply to all Commercial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and/or sewer services.

C. Roll-Off Services. The Service Provider shall negotiate Agreements with each customer on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services provided under Section 6 of this Agreement shall be billed directly to the customer and will be collected by the Service Provider at the rates provided below. The Service Provider shall be responsible for all applicable sales tax collections and remittances associated with Roll-Off billings. The Roll-Offs provided pursuant to this Subsection must be located within the City's corporate limits in accordance with City ordinances and policies. In addition to the flat rate quoted below, all Roll-Offs, except the municipal sludge units, shall be assessed a "set" fee of $_____, a daily rental rate of $_____, a relocate/blocked access fee: $_____, and a fee of $_____/ton for loads exceeding four (4) tons. No Roll-Off shall be hauled if waste protrudes over the top sides of the unit.

Twenty (20) Yard Roll-Off Haul: $_____
Thirty (30) Yard Roll-Off Haul: $_____
Forty (40) Yard Roll-Off Haul: $_____

D. Alternate Twice a Week Single-Family Residential Unit Services in Lieu of the Once a Week Service Listed in Item A of this Section. For alternate twice a week, in lieu of once a week, Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) $_____per month for each Single-Family Residential Unit utilizing one Cart and (ii) $_____ per month for each additional Cart utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits.

The City shall pay the Service Provider within thirty (30) days of receiving the Service Provider's monthly invoice.

SECTION 11 (of 38)
RATE ADJUSTMENT

A. Operating Cost Adjustment. In May of each year, except the first year, of this Agreement, the Service Provider upon petitioning the City, shall be entitled to rate and price adjustments on the basis of Standard CPI rate increases equal to the increases in the Water, Sewer, and Trash Collection Services expenditure category of CPI-U (non-seasonally adjusted, rolling

12-month average) published by the U.S. Bureau of Labor Statistics (see www.bls.gov/cpi/ for more information). These rate increases will go into effect in October, the first month of the City's fiscal year, 5 months after a petition is submitted.

B. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at the following Landfill(s) chosen by the Service Provider __*insert the name of the landfill(s) identified in the Service Provider's proposal*___ (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, after consulting with and receiving approval from the City, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill, and (ii) shall have the right, beginning on any anniversary date of this Agreement and upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

C. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes, or similar assessments incurred under federal, state, and local laws, rules, and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees. The Service Provider shall promptly provide the City with documents and records in reasonable form and sufficient detail that show the increase in or imposition of any new Fees, which results in an adjustment to the rates pursuant to this Subsection.

SECTION 12 (of 38)
EXCLUSIONS

This Agreement shall not cover the collection, hauling, or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, or used tires from any Container provided by the Service Provider located at any Commercial, Roll-Off, or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial or Single-Family Residential Unit may negotiate an Agreement on an individual basis regarding the collection, hauling, or disposal of Construction and Demolition Waste, auto parts, or used tires by utilizing

the Service Provider's Roll-Off Services. The aforementioned exclusion shall not apply to dead animals disposed of at the City's Animal Control Shelter.

SECTION 13 (of 38)
TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2023 and concluding on December 31, 2027. At the expiration of the term of this Agreement, the Agreement will be extended for five (5) successive periods of one (1) year; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least one hundred-twenty (120) days prior to the expiration date of this Agreement or one hundred-twenty (120) days prior to any of the then applicable individual one-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent one (1) year extension periods, as applicable.

SECTION 14 (of 38)
ASSIGNMENT

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent. The City shall be informed of such assignment, and be provided an opportunity to meet and review the scope of services with the new service provider.

SECTION 15 (of 38)
EXCLUSIVE FRANCHISE ENFORCEMENT

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall make reasonable efforts to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Roll-Off, or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Roll-Off, and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 16 (of 38)
PROCESSING, BILLING, AND FEES

A. Monthly Statement. Monthly, just prior to the twenty fifth (25^{th}) day of the month, the City shall bill and, subsequently, collect the rates and fees charged under Subsections 10.A and B hereof, along with any City-approved mark-up to cover the costs of billing and customer service, related to the trash collection, hauling, and disposal services provided under this Agreement, from all Commercial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial and Residential Units requiring the collection, hauling, and disposal of Municipal Solid Waste within the City's corporate limits (the "Monthly Statement"). Immediately after processing its Monthly Statement, the City shall provide the Service Provider with a report indicating the service type, size, location, and rate for Commercial and Multi-Family Units, as well as the number and rate of Single-Family Residential Units which have been billed for that month. This report, along with notifications received from the City during the course of the month as service to Commercial or Residential Units is altered, shall provide the basis for the Service Provider's monthly billing to the City. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Taxes. In addition to the amounts billed and collected by the City under Subsection 16.A of this Agreement, the City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services, except for Roll-Off Services.

C. Bad Debt; Unpaid Rates/Fees. The City agrees that payments owed to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to the City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, or Residential Unit.

D. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider shall bill and collect directly from customers for services performed and sales and use taxes due with respect to Roll-Off Containers pursuant to Subsection 10.C of this Agreement. The City shall have no obligation for unpaid rates or fees associated with those services.

E. Franchise Fee. For the right and privilege of using the City's public rights-of-way to provide exclusive services per the Agreement, the Service Provider, on the first day of each month during the term of the Agreement, shall pay the City a franchise fee equal to four percent (4%) of gross receipts resulting from the operation of the services within the City and will email a report to the City detailing the franchise fee calculation. The City may increase or decrease the franchise fee with ninety (90) calendar day's written notice. Should the City

exercise its option to change the franchise fee, the rates listed in Section 10 of this Agreement shall be adjusted to include any direct increase or decrease in cost to the Service Provider.

SECTION 17 (of 38)
SPILLAGE

The successful Proposer shall exercise care to prevent spilling, leaks, and littering. The successful Proposer shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking, and littering. The successful Proposer shall immediately pick-up and clean-up all spills, leaks (including hydraulic fluid leaks), and litter resulting from successful Proposer's vehicles, or by successful Proposer's employees or subcontractor while performing services under this Agreement. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

It is understood and agreed that the Service Provider shall not be required to clean-up, collect, or dispose of any loose or spilled Municipal Solid Waste or Construction and Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Construction and Demolition Waste placed outside of the Containers by any Commercial, Roll-Off, or Residential Unit. The Service Provider shall report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Roll-Off, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction and Demolition Waste. Should excess Municipal Solid Waste or Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Roll-Off, or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Construction and Demolition Waste, or require the Commercial, Roll-Off, or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 10 of this Agreement, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 18 (of 38)
NON-COLLECTION NOTICE AND FOLLOW-UP

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Roll-Off, or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 of this Agreement, fails to unlock a container or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder, or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste or Construction and Demolition Waste to be

removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste and shall notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider shall also provide written notice to the Commercial, Roll-Off, or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Roll-Off, or Residential Unit's failure to timely place the Containers, Bulky Items, or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Construction and Demolition Waste may be collected.

B. Notice from a Commercial, Roll-Off, or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Roll-Off, or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Roll-Off, or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste from the Commercial, Roll-Off, or Residential Unit without cause, as supported by notice as described herein, then the Service Provider shall use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

C. Disputed Cause of Non-Collection. Where the cause for non-collection is disputed, no hard evidence exists supporting the position held by either party to the dispute, and the customer involved in the dispute has not been a party to another dispute over non-collection within the past six months, the benefit of the doubt shall be extended to the customer and the matter shall be resolved as set forth in Subsection 18.B of this Agreement.

SECTION 19 (of 38)
HOURS OF SERVICE

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m. (except non-single-family collections may commence at 6:00 a.m.), Monday through Friday. If someone residing on or immediately next to a site subject to being collected earlier than 7:00 a.m. complains about the noise associated with that collection, the Service Provider must begin adhering to a 7:00 a.m. starting schedule for that location. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services

on the immediately following Business Day. The Service Provider shall inform the City in writing of all observed Holidays, or changes in Holidays, and waste collection make-up days by January 1st of each year of service.

SECTION 20 (of 38)
CUSTOMER SERVICE

The City agrees to field all inquiries and complaints from Commercial and Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste, unless such complaints are related to the Service Provider's Roll-Off Services. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section, the Service Provider agrees to provide City Hall with a primary contact and toll free telephone number, as well as Service Request Forms for customer service issues such as changes in service, container repair requests, and missed collections. When City staff reach out to the Service Provider's primary contact regarding customer service issues, said contact shall respond to the City within two (2) hours. The Service Provider shall give each request and/or complaint prompt and courteous attention within twenty-four (24) hours, excluding weekends and holidays. If the Service Provider is unable to resolve a complaint within twenty-four (24) hours, the Service Provider whall notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within twenty-four (24) hours. The outcome of an unresolved complaint will be at the discretion of the City Administrator or her/his designee.

SECTION 21 (of 38)
COMPLIANCE WITH APPLICABLE LAWS

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section.

SECTION 22 (of 38)
VEHICLE MAINTENANCE AND SPECIFICATIONS

Vehicles used by the Service Provider for the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of said waste onto the City's public streets, or properties adjacent thereto. The Service Provider shall collect any Municipal Solid Waste and/or

Construction and Demolition Waste that falls from one of the Service Provider's collection vehicles onto the City's public streets or properties adjacent thereto.

All vehicles shall be kept in a clean and sanitary condition and in good operating order. Collection vehicles shall be painted in the Service Provider's color or colors and shall be clearly marked in a contrasting color with the Service Provider's name and a unique vehicle identification number in characters not less than six (6) inches in height on each side and on the rear of each vehicle. Collection vehicles of sufficient size, number, and mechanical capabilities shall be provided to perform the services specified in this Agreement. All collection vehicles shall be equipped with two-way communication devices so that the successful Service Provider's staff and driver may communicate during the route collection.

SECTION 23 (of 38)
DUE CARE

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 24 (of 38)
PERSONNEL AND PERFORMANCE STANDARDS

The Service Provider shall not deny employment to any person on the basis of race, creed, or religion, or other federally protected category and shall ensure that all federal and state laws pertaining to salaries, wages, and operating requirements are met or exceeded. The Service Provider, its agents, servants, and employees shall perform the Services in a courteous, competent, and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants, and employees while such agents, servants, and employees are acting within the scope of their employment or agency.

SECTION 25 (of 38)
PERFORMANCE BOND

Upon the execution of this Agreement, the Service Provider shall make, execute, and deliver to the City a good and sufficient performance bond in a form approved by the City to secure the full, complete, and faithful performance of the terms and conditions of this Agreement during its first year. The Surety shall be a surety company duly authorized to do business in the State of Texas, having an "A" or better rating by A.M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to the City. The Service Provider shall pay all premiums chargeable for the Performance Bond. The performance bond shall be valid and non-cancelable for a period of one year. The performance

bond must be equal to the estimated amount of the initial twelve (12) calendar months of fees to be paid to Service Provider by City and customers as estimated by the City.

SECTION 26 (of 38)
INSURANCE COVERAGE

During the term of the Agreement, the Service Provider shall maintain in full force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory limits
Coverage B - Employers Liability	$1,000,000 per Employee per Disease $1,000,000 per Employee per Accident $1,000,000 by Disease aggregate

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	For property damage, bodily injury and clean up MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	$5,000,000 each occurrence $5,000,000 general aggregate

All such insurance policies will be primary and written on forms acceptable to the City without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" or "Excellent" and a financial size category of at least VII. Prior to the execution of the Agreement, the Service Provider shall furnish the City with an original certificate of insurance and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing that such coverages are in effect. Such certificate: (i) will also provide for thirty (30) days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured on all policies other than Worker's Compensation; and, (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City.

In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering the Service Provider's Indemnification of the City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- The cancellation clause on the Service Provider's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of the Agreement and can result in retraction by the City of the award of the Agreement to the Service Provider or termination of the Agreement.
- The Service Provider shall file proof of insurance meeting the requirements as set forth herein with the City. The Service Provider shall be solely responsible for assuring that all proofs of insurance filed with the City are current. Failure of the Service Provider to fully comply with the requirements set forth herein regarding insurance is a breach of the Contract and the City may terminate the Agreement with the Service Provider.
- No changes are to be made to these specifications without the City's prior written approval.
- The City's approval of the insurance shall not relieve or limit the liability of the Successful Proponent for any damages arising from the Service Provider's performance or nonperformance of Services provided herein.
- All policies required herein, unless specific approval is given by the City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City.
- Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.

To the extent permitted by law, any or all of the insurance coverage required by this Section may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The City Attorney must review and approve all plans for self-insurance.

SECTION 27 (of 38)
INDEMNITY

The Service Provider shall indemnify the City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by the Service Provider's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the service provider immediately. The Service Provider shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Service Provider may reasonably request and shall make available to

the Service Provider or its representatives all records and other materials reasonably required in such defense. So long as the Service Provider is contesting or defending any such claim or demand in good faith, no amount related to the claim shall be deemed to be due from either City or service provider hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers, and servants.

SECTION 28 (of 38)
ADMINISTRATIVE CHARGES

The Service Provider understands that if it does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, City will suffer damages which are difficult to determine and adequately specify. The Service Provider agrees, in addition to any other remedies available to City, that City may withhold payment from the Service Provider in the amounts specified below as administrative charges for failure of the Service Provider to fulfill its obligations. The following acts or omissions shall be considered a breach of this Contract and City may require payment by the Service Provider of the charges set forth for each act:

A. Failure to complete all collections between 6:00 a.m. and 7:00 p.m.: One thousand dollars ($1,000) per route.

B. Missed collection: Fifty Dollars ($50) per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the Service Provider as an unacceptable set-out, and the Service Provider cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street.

C. Missed Residential Unit block: Five Hundred Dollars ($500) per incident the Service Provider failing to pick up material on a block containing Residential Units. A missed residential unit block is where three (3) Residential Units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed Residential Unit block occurs when the addresses reporting missed collections were not reported by the Service Provider as unacceptable set-outs and the Service Provider cannot provide data demonstrating collection vehicle traveled on street and collections occurred on block.

D. Failure to correct a missed collection as specified in the Agreement: Twenty Five Dollars ($25) per occurrence per day.

E. Failure to clean up spill as specified in the Agreement: Two Hundred Dollars ($200) per incident per day.

F. Failure to provide collection at the same customer two (2) or more times within a thirty-day (30) period: Fifty Dollars ($50) per occurrence over one (1) occurrence.

G. Failure to distribute unacceptable set-out notice in accordance with the Agreement: Twenty Dollars ($20) per occurrence.

H. Failure to submit an accurate report in the specified format, as required by the Agreement: Two Hundred Dollars ($200) per report per calendar day.

I. Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports): Non-payment until an accurate monthly accounting is submitted.

J. Failure to respond to any customer complaint in accordance with the Agreement: One Hundred Dollars ($100) per incident per calendar day.

K. Failure to be prepared to perform services on or after the commencement date: Three Thousand Dollars ($3,000) per calendar day.

L. Failure to deliver, haul, or remove a Roll-Off in accordance with the requirements of Section 6 of this Agreement: ($50) per calendar day.

City may impose administrative charges when the City's designated representative determines that performance consistent with the provisions of this Agreement has not occurred. The City's designated representative shall notify the Service Provider in writing or electronically of each act or omission under the terms of this Agreement reported to or discovered by City or its designee. It shall be the duty of the Service Provider to take whatever steps or action may be necessary to remedy the cause of the complaint.

City may deduct the full amount of any such charges from any payment due to the Service Provider. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of this Agreement. The Service Provider's obligations to make payments for such charges under this Section occurring prior to the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

SECTION 29 (of 38)
TERMINATION

Either party may provide the other with written notice of a material breach of this Contract by the other party and the breaching party shall have sixty (30) days from the date on which it receives such notice in which to cure such breach. In the event that such breach is not cured on a timely basis, the non-breaching party shall have the right to terminate this Agreement upon ten (10) days prior written notice. Upon the effective date of termination as contained in the notice, the Service Provider shall immediately discontinue all Services in connection with this Agreement. At such time, the City shall pay the Service Provider only for charges and fees in which Services performed on or before such termination date.

In the event of a termination due to a breach of this Contract by the Service Provider, the City may exercise its rights under the Service Provider's performance bond and procure the services of another waste services provider to complete the work covered under this Agreement for the remainder of the time period covered by the initial term of the Agreement or extension thereof.

If the City determines, and notifies the Service Provider, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the Service Provider has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Service Provider shall compensate the City for the cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the Service Provider.

The City may withhold all or part of any sums which would otherwise be due to the Service Provider, but that relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.

In the event that the Service Provider shall fail to perform any of the material provisions of the Agreement, the City shall promptly notify the Service Provider of its noncompliance, stating with particularity the facts relating thereto and the period of time the Service Provider has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of the Agreement within the period of time specified by the City, the same is a violation of the Agreement, subject to the non-compliance penalty set forth in the Agreement. This remedy is hereby expressly made cumulative of other remedies available to the City, at law or in equity, for the breach of this Contract.

SECTION 30 (of 38)
FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 31 (of 38)
GOVERNING LAW

This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in a Court in Somervell County. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 32 (of 38)
NOTICES

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City: City of Glen Rose
P.O. Box 533
Glen Rose, TX, 76457

If to the Service Provider: *Contact information of successful proponent to be inserted.*

SECTION 33 (of 38)
ATTORNEYS' FEES

The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 34 (of 38)
RECORDS

City and Service Provider agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to proper performance of this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

SECTION 35 (of 38)
ACKNOWLEDGMENT

The parties acknowledge that the failure of the Service Provider to collect, haul, and dispose of Municipal Solid Waste and Construction and Demolition Waste in the City might damage the City in a way that could not be adequately compensated by monetary damages. The parties therefore agree that a breach or threatened breach of the Service Provider's obligations hereunder may appropriately be restrained by an injunctive order, granted by a court of appropriate jurisdiction.

SECTION 36 (of 38)
CUMULATIVE REMEDIES

Pursuit of the remedies described in Section 31 of this Agreement shall not preclude pursuit of any other remedies provided in this Agreement or any other remedies provided by law, nor shall pursuit of any remedy provided in this Agreement constitute a waiver of any amount or performance due from the Service Provider under this Agreement or of any damages accruing by reason of the violation of its term, provisions, and covenants. No waiver of any violations shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies as provided on an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

SECTION 37 (of 38)
SAVINGS PROVISION

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 38 (of 38)
ACCEPTANCE

Passed and approved by the City of Glen Rose Council at a time and place in complete conformity with the open meeting laws of the State of Texas and all other applicable laws this the _____ day of _____, 2022.

Service Provider

By:_____

CITY OF GLEN ROSE

By:_____
Julia Douglas, Mayor

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____,

2022, by _____ (name), _____ (title).

_____
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF SOMERVELL }

This instrument was acknowledged before me on the _____ day of _____, 2022, by Julia Douglas, Mayor of the City of Glen Rose, Texas.

_____
Notary Public, State of Texas

ADDENDUM #1
TO THE CITY OF GLEN ROSE
SOLID WASTE COLLECTION, HAULING, AND DISPOSAL SERVICES

RELEASED ON FEBRUARY 15, 2022
(Addendum issued on March 16, 2022)

This addendum shall become an integral part of the City Of Glen Rose Solid Waste Collection, Hauling, and Disposal Services RFP Released On February 15, 2022. Please acknowledge receipt of this addendum when responding to the associated RFP.

I. Clarifications and Changes Related to the Pre-Proposal Conference

A. Once the proposals have been received, opened, and reviewed, City staff will make a recommendation to the City Council as to which proposal staff believes represents the best value for the City.
B. The "gross receipts" referred to in Section 16(E) of the Agreement is all income from the contractor's business under this contract within the City of Glen Rose.
C. The amount of the franchise fee for gross receipts stated in "Section 16(E) Franchise Fee" in the RFP shall be changed from four percent (4%) to five percent (5%). The current franchise fee is five percent (5%), and that rate shall remain constant.
D. Currently side-load equipment is being used in the City, but the City prefers to get away from that type of equipment because the dumpster enclosures in town weren't built to accommodate that type of collection and because the limitation on the side-load dumpster size creates an unwanted multiplication of dumpsters.
E. The City has no population growth projections and will not be providing that data.
F. Currently, the City creates a list for bulky item collections. Under the new agreement associated with this RFP, the City will continue using a list.
G. In "Section 20, Customer Service" of the Agreement, add ", if required," following "Service Request Forms".
H. The opportunity to petition for a CPI increase starts one (1) year and five (5) months after the contract's effective date.

II. Clarifications and Changes in Response to Post Pre-Proposal Conference Inquiries

A. An Alternate Proposal for a seven (7) year term, in lieu of the five (5) year term specified in "Section 13, Term of Agreement" will be entertained. The terms for extension of the agreement shall remain the same.
B. In accordance with the statement on page seven (7) of the RFP, *"I have full authority to do so and will execute the said Agreement as presented,"* the City expects Respondents to be willing to execute the agreement as presented in the RFP and this addendum. However, in keeping with the provisions under "Method of Award" on page 4 of the RFP, there will be an opportunity for the City and the Respondent to negotiate and revise the terms of the Agreement, provided that such revisions are acceptable to both parties.
C. In "Section 20, Customer Service," the primary contact and toll free phone number,

primarily, shall be for communication between City staff and the Service Provider. Other than transactions between Roll-off customers and the Service Provider, the City will serve as an intermediary between customers and the Service Provider.

III. Names on Pre-Proposal Conference Sign-Up Sheet

A. Sean Dowden, Waste Connections
B. Chris Henderson, Frontier Waste
C. Fabian Muzquiz, Republic Services
D. Robyn Mota, Republic Services

COST ANALYSIS OF THE THREE SOLID WASTE PROPOSALS BASED ON RFP QUANTITIES
USING CALCULATED RATES BASED ON RATIOS (IN RED) WHERE NO RATE WAS PROVIDED

			FRONTIER		REPUBLIC		WASTE CONNECTIONS	
#	SERVICE	COUNT	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
1	912 Single Family	912	$9.41	$8,581.92	$15.98	$14,573.76	$10.75	$9,804.00
2	1 cart, 1 collection	49	$21.00	$1,029.00	$28.66	$1,404.34	$19.22	$941.78
3	1 cart, 2 collections	24	$34.86	$836.64	$47.93	$1,150.32	$27.48	$659.52
4	2 carts, 1 collection	1	$33.60	$33.60	$57.32	$57.32	$38.44	$38.44
5	2 carts, 2 collections	13	$69.72	$906.36	$95.86	$1,246.18	$54.96	$714.48
6	3 carts, 1 collection	1	$46.20	$46.20	$85.98	$85.98	$57.66	$57.66
7	3 carts, 2 collections	5	$104.58	$522.90	$143.79	$718.95	$82.44	$412.20
8	4 carts, 2 collections	2	$139.44	$278.88	$191.72	$383.44	$109.92	$219.84
9	7 carts, 2 collections	1	$244.02	$244.02	$335.51	$335.51	$192.36	$192.36
10	1 x 2 yard, 1 collection	3	$47.74	$143.22	$81.04	$243.12	$52.00	$156.00
11	1 x 3 yard, 1 collection	15	$66.83	$1,002.45	$94.67	$1,420.05	$65.00	$975.00
12	1 x 3 yard, 2 collections	16	$100.11	$1,601.76	$161.41	$2,582.56	$125.00	$2,000.00
13	1 x 3 yard, 3 collections	1	$150.17	$150.17	$204.99	$204.99	$187.00	$187.00
14	2 x 3 yard, 1 collection	1	$133.66	$133.66	$189.34	$189.34	$130.00	$130.00
15	2 x 3 yard, 2 collections	3	$200.22	$600.66	$232.82	$698.46	$250.00	$750.00
16	3 x 3 yard, 3 collections	2	$450.51	$901.02	$614.97	$1,229.94	$561.00	$1,122.00
17	1 x 4 yard, 1 collection	10	$77.29	$772.90	$108.29	$1,082.90	$78.00	$780.00
18	1 x 4 yard, 2 collections	19	$127.30	$2,418.70	$184.65	$3,508.35	$150.00	$2,850.00
19	1 x 4 yard, 3 collections	4	$190.95	$763.80	$235.16	$940.64	$224.00	$896.00
20	1 x 4 yard, 4 collections	1	$269.24	$269.24	$347.79	$347.79	$297.00	$297.00
21	1 x 4 yard, 5 collections	1	$336.55	$336.55	$362.01	$362.01	$370.00	$370.00
22	2 x 4 yard, 1 collection	1	$154.58	$154.58	$216.58	$216.58	$156.00	$156.00
23	2 x 4 yard, 2 collections	10	$254.60	$2,546.00	$369.30	$3,693.00	$300.00	$3,000.00
24	2 x 4 yard, 5 collections	1	$673.10	$673.10	$724.02	$724.02	$750.00	$750.00
25	3 x 4 yard, 2 collections	4	$381.90	$1,527.60	$553.95	$2,215.80	$450.00	$1,800.00
26	3 x 4 yard, 3 collections	4	$572.85	$2,291.40	$705.48	$2,821.92	$672.00	$2,688.00
27	4 x 4 yard, 2 collections	3	$509.20	$1,527.60	$738.60	$2,215.80	$600.00	$1,800.00
28	4 x 4 yard, 3 collections	1	$763.80	$763.80	$940.64	$940.64	$896.00	$896.00
29	4 x 4 yard, 4 collections	1	$1,076.96	$1,076.96	$1,391.16	$1,391.16	$1,188.00	$1,188.00

GRAND TOTAL:	**$32,134.69**	**$46,984.87**	**$35,831.28**

COST ANALYSIS OF THE THREE SOLID WASTE PROPOSALS BASED ON RFP QUANTITIES COMPARING ONLY THOSE ITEMS WHERE ALL RESPONDENTS PROVIDED PRICING

			FRONTIER		REPUBLIC		WASTE CONNECTIONS	
#	SERVICE	COUNT	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
1	912 Single Family	912	$9.41	$8,581.92	$15.98	$14,573.76	$10.75	$9,804.00
2	1 cart 1 collection	49	$21.00	$1,029.00	$28.66	$1,404.34	$19.22	$941.78
4	2 carts 1 collection	1	$33.60	$33.60	$57.32	$57.32	$38.44	$38.44
6	3 carts 1 collection	1	$46.20	$46.20	$85.98	$85.98	$57.66	$57.66
10	1 x 2 yard 1 collection	3	$47.74	$143.22	$81.04	$243.12	$52.00	$156.00
17	1 x 4 yard 1 collection	10	$77.29	$772.90	$108.29	$1,082.90	$78.00	$780.00
18	1 x 4 yard 2 collections	19	$127.30	$2,418.70	$184.65	$3,508.35	$150.00	$2,850.00
19	1 x 4 yard 3 collections	4	$190.95	$763.80	$235.16	$940.64	$224.00	$896.00
22	2 x 4 yard 1 collection	1	$154.58	$154.58	$216.58	$216.58	$156.00	$156.00
23	2 x 4 yard 2 collections	10	$254.60	$2,546.00	$369.30	$3,693.00	$300.00	$3,000.00
25	3 x 4 yard 2 collections	4	$381.90	$1,527.60	$553.95	$2,215.80	$450.00	$1,800.00
26	3 x 4 yard 3 collections	4	$572.85	$2,291.40	$705.48	$2,821.92	$672.00	$2,688.00
27	4 x 4 yard 2 collections	3	$509.20	$1,527.60	$738.60	$2,215.80	$600.00	$1,800.00
28	4 x 4 yard 3 collections	1	$763.80	$763.80	$940.64	$940.64	$896.00	$896.00
			GRAND TOTAL:	**$22,600.32**		**$34,000.15**		**$25,863.88**

RESIDENTIAL ONCE A WEEK VERSUS TWICE A WEEK COLLECTION COSTS

RESPONDENT	ONCE/WK UNIT COST	TWICE/WK UNIT COST	MONTHLY INCREASE	% INCREASE
FRONTIER	$9.41	$12.88	$3.47	37%
REPUBLIC	$15.98			
WASTE CONNECTIONS	$10.75	$15.22	$4.47	42%

NET INCREASE TO GO WITH TWICE A WEEK RESIDENTIAL COLLECTION

	ONCE/WK COST	TWICE/WK COST	NET INCREASE
FRONTIER	912 X $9.41 = $8,581.92	912 X $12.88 = $11,746.56	$11,746.56 - $8,581.92 = **$3,164.64**
REPUBLIC	912 X $15.98 = $14,573.76	NON-RESPONSIVE	N/A
WASTE CONNECTIONS	912 X $10.75 = $9,804.00	912 X $15.22 = $13,880.64	$13,880.64 - $9,804.00 = **$4,076.64**

RECOMMENDATION ON AWARD OF SOLID WASTE COLLECTION CONTRACT

Staff has reviewed the three proposals received in response to the RFP. A spreadsheet using quantities included in the RFP was created to enable a bottom-line price comparison. One complication was encountered. Two respondents didn't provide unit prices for all of the services listed in the RFP. Not wanting to muddy the waters by having respondents engage in post-proposal pricing, staff adopted two methods for completing the comparisons:

1. Staff used ratios collected from each respondent's pricing to calculate the missing unit costs.
2. Staff created a spreadsheet in which rows with missing unit costs were eliminated and compared the remaining rows.

Both of the above methods delivered roughly the same result: Frontier Waste's proposal came in about 10% under Waste Connection's proposal and over 40% under Republic's proposal. So, clearly, from a price-only perspective Frontier offers a better deal for the City.

Another advantage of contracting with Frontier is their operation of the Somervell County Transfer Station. For an additional $0.25/month, once a year Glen Rose customers would be given free access to that facility or for an additional $0.50/month, twice a year.

The City of Hico has a similar solid waste collection history as does Glen Rose. Initially, like Glen Rose, they were serviced by Waste Connections (previously known as IESI and Progressive Waste). Then both cities contracted with Knox Waste Service (KWS). In both cases, Republic took over the KWS contracts. Last year, Hico transitioned from Republic to Frontier when Frontier offered a much more competitive proposal. A Hico resident, well-known to staff, has said that the service being provided by Frontier is much better than the service that was previously provided by KWS. (This is not a criticism of Republic as that firm didn't service the Hico account very long.)

Frontier has been in business since 2015 and has many municipal customers. Several of them have provided letters of recommendation for Frontier. Frontier has a very experienced staff and has the resources to service Glen Rose's account. Two final benefits of contracting with Frontier worthy of note is their use of Drivecam/Lytx and TracEz. The former provides GPS tracking and video to document Frontier's collection efforts. The latter provides an effective system for monitoring, documenting, and responding to customer complaints.

While all three firms would be capable of servicing the Glen Rose account, due primarily to their pricing and Somervell County Transfer Station operation, staff recommend that the contract be awarded to Frontier.

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on amending the City's Personnel Policy with respect to overtime, comp time, tuition reimbursement, incentive pay, PTO reimbursement, and cross training.		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Tuition reimbursement and incentive pay proposals by Councilmember Walker; Overtime and PTO reimbursement proposals by Councilmember Conrad; Personnel Policy; Resolution Amending Personnel Policy		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

At the last meeting when amendments to the Personnel Policy were being considered concerns were expressed regarding the City's overtime and comp time policies. Also, in another segment of that meeting, tuition assistance and incentive pay programs were discussed. It was decided that all of these matters would be taken up at the April 12th meeting. When working on the Overtime policy, Councilwoman Conrad also addressed the City's PTO reimbursement policy. Although nothing specific has been provided, staff thought while attention was focused on encouraging education and training that the Council also might want to review the City's cross training policy as it was made more restrictive a few years ago.

RECOMMENDED ACTION:

Arrive at a consensus and amend the Personnel Policy accordingly.

CHAPTER 16
TUITION ASSISTANCE

The Tuition Assistance Program promotes the City's goals of improving customer service and investing in the workforce. The City provides financial assistance to employees who take job related, City career enhancing credit courses at accredited, degree-granting schools and institutions of higher learning. The Tuition Assistance Program does not provide assistance for staff development training or continuing professional education. There is nothing in this policy intended to change or modify the at-will status of City employees or to create or confer expectation of continued employment to any employee

15.01 GENERAL INFORMATION

(a) The program is available to regular, full-time employees to improve qualifications in their present position and to prepare them for more responsibility with the City of Glen Rose. This policy does not apply to employees in their new-hire probationary period or when subject to disciplinary probation.

(b) The City will reimburse specific expenses for college-level education courses, GED preparation, and certifications that provide additional expertise to City employees. This policy does not cover classes, certificates or licenses that are required by the employee's present position or that would be considered ordinary training. These types of expenses should be covered by the Department's training budget, at the Department Head's discretion.

(c) This policy is not an expressed or implied guarantee of benefits. All requests for reimbursement made through the Tuition Assistance Program will be considered on a first come first serve basis. Initial payment and continuation of such benefits is dependent upon budget funding availability and class approval.

(d) Benefits may be temporarily suspended or permanently terminated at any time, upon the determination of the City Administrator, based on the availability of funding.

(e) Employees are not guaranteed additional salary consideration or promotion for the completion of courses paid for by the City of Glen Rose.

15.02 DEFINITIONS

(a) A course or educational program is a class of instruction taught at or by an accredited college, university, or trade school recognized by one of the accrediting agencies listed in Section 15.05 (c).

(b) A tuition assistance participant is an eligible full time employee who has submitted a Tuition Reimbursement Application and been approved. (Refer to Requirement Section for eligibility requirements).

15.03 ELIGIBILITY REQUIREMENTS FOR REIMBURSEMENT OF COLLEGE CREDIT COURSE WORK

(a) The benefit is available to regular, full-time employees who have completed the probationary period and have no recorded policy violations within the one hundred eighty (180) days prior to the beginning of the class(es) for which registration is being sought.

(b) Employees may apply for Tuition Assistance prior to the expiration of the probationary period, as long as the first day of class does not occur prior to the employee's one (1) year anniversary or the end of disciplinary probation.

(c) Employees must sign a formal agreement, in which the employee agrees to remain employed by the City of Glen Rose for two (2) years from the date of reimbursement, or the employee will be responsible for paying all or part of reimbursement of Tuition Assistance funds back to the city as determined by the City Administrator.

15.04 PROCEDURES/RULES

(a) The City Administrator will make the final decision regarding any situation not addressed within this policy.

(b) All courses reimbursed under this program must be taken on the employee's own time. Course work may not be done on City time or using City equipment. If a class is only available during an employee's normal work hours, the employee may request a flexible schedule from the Department Head. A memorandum outlining the employee's flexible work schedule must be signed by the employee, approved by Department Head and forwarded to the Human Resources Department with a completed Tuition Education Assistance Program Application. When there is a conflict between classes and the employee's job responsibilities, the job responsibility must come first. Flexible schedules shall not cause any undue

hardship to the department or the City in any way. Approval for participation in the tuition assistance program does not guarantee the ability to take course during normal work hours.

(c) Employees are to provide formal proof of the courses they are taking or have taken for the purposes of education assistance.

(d) Employees who are receiving Tuition Assistance at the time of an injury, whether work related on non-work related, are expected to continue with school during the absence, unless the physician documents that they are unable to do so. If it becomes necessary for the employee to withdraw or take an incomplete for the course, they will have one hundred (180) days following the date of return to full duty to re-enroll and satisfactorily complete the course. Exceptions may be made if the course is not available during that time frame. If not, the employee will be liable for returning any advance monies they received for the semester they did not complete.

(f) Dropping of a class(es) at any time is not acceptable. An employee who drops a class will not be eligible for Tuition Assistance for twelve (12) months after the initial drop date. The employee will be responsible for paying back City funds used for a a dropped class through payroll drafts within ninety (90) days.

15.05 COURSE CRITERIA

(a) Course must be in the pursuit of a degree that is job related or would benefit the City as determined by the City.

(b) The course must prepare the employee for change(s) in duties and responsibilities in current position or in preparation for a more advanced position.

(c) The course must be taken from an accredited college or university. For the purposes of this policy, accredited shall mean an institution of higher education accredited by one of the agencies recognized by either the U.S. Department of Education (http://ope.ed.gov/accreditation/search.aspx) or The Council for Higher Education Accreditation (https://www.chea.org/search-institutions). Specialized courses not recognized by the Association may be considered if directly related to the employee's responsibilities or required in order to complete a degree plan (i.e. elective courses).

(d) Employees must obtain a course grade equivalent to a C or better to be eligible for reimbursement. The City will not accept a pass or fail option. Reimbursement will

not be provided for classes not completed successfully. The entire cost of a failed class must be paid back to the City by payroll draft within ninety (90) days of the failed course.

15.06 APPLICATION INFORMATION

(a) Employees are required to complete a Tuition Reimbursement Application and Tuition Reimbursement Agreement thirty (30) days in advance of the first day of the school term or starting course date. A copy of the course description form the school catalog, website, or course registration form will need to be attached to the application in order to be considered. Employees will be paid all of the eligible tuition and books at the beginning of the course.

(b) Employees applying for assistance are eligible for a maximum of one thousand five hundred ($1,500) per college semester or three thousand dollars ($3,000) per fiscal year. Funds are payable only after all criteria are met in accordance with this policy. The City will pay one hundred percent (100%) of tuition and book costs as reflected on the fee and book receipts, up to the maximum. Supplies or any other expenses in connection with courses are not eligible for reimbursement.

(c) It is the employee's responsibility to inform the Human Resources Department if he/she is receiving financial assistance by any other source. In the event of partial scholarships or grants, reimbursement will be calculated based on the actual expense to the employee. Failure to inforcritem the Human Resources Department will result in disqualification from participation in the Tuition Assistance Program and may subject the employee to disciplinary action.

(d) Any changes to a degree plan must be submitted and approved prior to registration.

(e) Tuition Assistance will be paid only once for each approved course. The City of Glen Rose will not pay for course for which Tuition Assistance has already been received by the employee.

(f) An employee will be eligible for tuition assistance for only one (1) associate degree and one (1) undergraduate degree. Any exception must be for the benefit of the City and would require the City Administrator's approval. A master's degree must be specifically applicable to City advancement and must be approved in advance by the City Administrator.

15.07 SERVICE REQUIREMENTS/REPAYMENT OBLIGATIONS

(a) Requirements for continued service with the City after course completion are an assurance that the City will benefit from employee participation in this program. If an employee leaves City employment for any reason before a service requirement is completed the employee must repay to the City all of the tuition that was paid to the employee.

(b) If the employee has worked less than two (2) years of the service requirement, the employee will repay to the City the full amount of the reimbursement payment made to the employee.

(c) A two (2) year service requirement begins on the date the course for which reimbursement was obtained is completed. When additional courses for which reimbursement is obtained are completed a new additional two (2) year service requirement begins.

(d) A service requirement is not an assurance of continued employment by the City. If a termination of employment occurs, voluntary or involuntary, and a repayment amount is owed by the employee, and the employee does not otherwise repay the amount, the employee agrees to have the repayment amount deducted from the employee's paychecks that are issued after the termination decision occurs. Any remaining balances owed to the City shall be paid immediately following notification to the employer.

(e) Repayment of tuition assistance if employee drops or fails to compete the course prior to completion or obtains an average grade below C will be made by a payroll deduction. The employee will be responsible for paying back any used City funds within ninety (90) days.

(f) Employees are not responsible for reimbursement to the City in the following circumstances:

(1) Position is eliminated due to a reduction in forces.

(2) Work shift changes initiated by management that prohibit the employee from completing course(s).

(3) The employee is involuntarily called to military service.

(4) Other reasons which are determined to be out of the control of the employee, left to the discretion of the City Administrator.

3.10 INCENTIVE PAY

The City has adopted an Incentive Pay Program that provides incentive pay to employees who continue their education, increase their licensure or certification levels, obtain vocational / technical / trade skill sets, or complete other training to better serve the community, as evidenced through receipt of degrees and/or job-related certificates.

The Incentive Pay Program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City. Incentive pay is not considered an entitlement and cannot be awarded retroactively. An example of how the program works is if an employee already has a Class C Water License, but after this program is implemented obtains a Class B Water License, the employee would be eligible for a $1,200 per year increase in pay (the difference between the incentive for a Class C and a Class B License, $2,400 - $1,200 - $1,200). Later, if the same employee obtains a Class A Water License, that employee would be eligible for another $1,200 increase in pay (the difference between the incentive for a Class B and a Class A License, $3,600-$2,400 = $1,200).

Degrees, licenses, or certificates received during a fiscal budget year will be rewarded with incentive pay during the first available pay period following verification by Human Resources and approval by the City Administrator. Employees may combine incentive pay programs, based upon eligibility and job applicability, toward the maximum allowed per fiscal year.

(a) Eligibility**.** Full-time regular employees who are regularly scheduled to work at least 40 hours per week are eligible to participate in the Incentive Pay Program. The City Administrator is not eligible for incentive pay.

(b) Eligible Programs**.** Education, licenses, and/or certifications that are considered as a minimum job requirement of a position, as determined by Human Resources, are not eligible for the Incentive Pay Program. Eligible employees qualifying for a program (below) may receive an adjustment to their base pay as follows:

(1) Education - Educational incentives are available to eligible employees who have completed the course curriculum prescribed and obtained a degree from an accredited college or university. For the purposes of this policy, accredited shall mean an institution of higher education accredited by one of the agencies recognized by either the U.S. Department of Education (http://ope.ed.gov/accreditation/search.aspx) or The Council for Higher Education Accreditation (https://www.chea.org/search-institutions).

i. Associate's Degree $1,200 per year
ii. Bachelor's Degree $2,400 per year
iii. Master's Degree $3,600 per year

(2) Peace Officer License and/or Certification - Certain peace officer licenses and certificate programs that are not considered a minimum job requirement of the

position, as determined by Human Resources, may be eligible for a pay adjustment.

i. Intermediate Peace Officer $1,200 per year
ii. Advanced Peace Officer $2,400 per year
iii. Master Peace Officer $3,600 per year

(3) Water / Water Distribution / Waste Water / Other Municipal License and/or Certification

i. Class C/Level II $1,200 per year
ii. Class B/Level III $2,400 per year
iii. Class A/Level IV $3,600 per year

(4) Vocational / Technical / Trade License and/or Certification

i. Licensed / Registered $1,200 per year
ii. Journeyman / Certified $2,400 per year
iii. Master / Inspector $3,600 per year

Combined incentive pay programs shall not exceed a maximum of $6,000 per year to any employee.

(c) Approval Process. Any degree, license, certificate, or other course of study that the employee believes is job-related should be discussed with the employee's department director for initial review for determination of job relevance. Upon completion, employees must provide appropriate documentation (i.e., official transcripts, diplomas, certificates, proof of license, and the like) of the education, license, or certification received, which is subject to verification. The department head will forward the relevant documentation to the City Administrator for final approval. The City Administrator has the discretion to determine the eligibility of any program for incentive pay.

(d) Program Administration. Individual departments, in coordination with Human Resources and the Finance Departments, are responsible for the overall administration of the Incentive Pay Program. Department heads must provide an employee Personnel Change Form, indicating the applicable Incentive Pay Program category to the City Administrator for approval, explaining the job-related value of the completed degree, certificate, or license to the employee's department and/or the City. A copy of the college transcript indicating the degree completed, the certificate, or the license will be attached to the Personnel Change Form (PCF), and must include the City Administrator's signature of approval. The PCF should indicate the incentive pay increase and current base pay rate for the employee's position to be processed using City prescribed procedures. A copy of all approved documents will be placed in the employee's official personnel file.

Department heads, in coordination with the Finance Department, will be responsible for allocating funding for incentive pay payments made to employees within their respective departments/divisions. All incentive pay is subject to budget availability and may not be implemented until a subsequent budget period/year if adequate funding is not currently available.

(e) Right to Change Policy. The City of Glen Rose may change, modify, amend, or rescind this policy, in whole or in part, at any time.

PROPOSED CHANGES TO OVERTIME AND PTO COMPENSATION PROVISIONS
by Councilmember Conrad

3.06 OVERTIME

(a) Non-exempt Employees. All employees, except ~~s~~upervisors, police personnel (pursuant to the exemption found in Section 13(b)(20) of the Fair Labor Standards Act [FLSA] for police departments with less than 5 employees) and any other employees determined by the City Administrator to be exempt in accordance with the ~~Fair Labor Standards Act (~~FLSA~~)~~ are eligible to receive overtime pay in accordance with the FLSA. When practical, overtime is to be avoided. Except in emergency situations or extenuating circumstances, overtime must be allocated in the budget and pre-approved by an employee's supervisor. Overtime shall be allocated as evenly as possible among all employees qualified to perform the work. Overtime pay, at a rate of one and one half (1 ½) times the employee's regular pay, will be paid for all time ~~credited~~ actually worked over forty (40) hours per pay week and for all hours worked on official City holidays whether or not more than forty (40) hours have been worked, unless such employees are exempt from overtime pay. Where holidays fall on weekends and the paid time off occurs on a Friday or Monday, overtime will be paid for hours worked on the actual holiday and/or on the substituted Friday or Monday. ~~Holiday and PTO time does qualify as time credited.~~ All overtime work must be clearly reflected on the employee's time records before it is allowed.

5.02 PERSONAL TIME OFF

(g) PTO may be accumulated up to two hundred and forty (240) hours into a PTO "Bank" to carry over from year to year. No more than two hundred and forty (240) hours PTO may carry over. Any accumulated PTO hours exceeding two hundred and forty (240) hours will be lost by the employee each year on the employee's anniversary of hire date. The City will compensate an employee for up to, but no more than, forty (40) PTO hours lost due to this provision at a rate of ~~twenty five cents ($0.25)~~ fifty cents ($0.50) on the dollar ($1.00) for the value of the lost hours.

PERSONNEL POLICY

Adopted by City Council on March 08, 2022

Welcome!

Welcome to the City of Glen Rose workforce. You, our employee, are one the City's most valuable assets. Without the dedicated and coordinated efforts of you and your co-workers, with everyone doing their part, the services offered by the City of Glen Rose to its citizens would grind to a halt. The discipline and organization required of you and your fellow employees to provide the wide array of services expected of a municipality such as water, wastewater, trash collection, law enforcement, animal control, economic development, building inspections, code enforcement, street maintenance and construction, drainage, recreation, mowing, municipal court, utility billing, records management, emergency management, and administrative are all supported and encouraged by careful planning and policy making. As employees, this Personnel Policy influences our actions each and every work day. It's easy to take it for granted, but we shouldn't. The provisions of this policy, as presented in the following pages, bring order and structure to the workplace, preventing confusion, and enabling everyone to function more effectively. This policy provides a clear picture of what the citizens, their elected officials, and management expect from you as a member of the City's workforce. It also spells out what you can expect to receive from the City in return for the valuable services you render on a daily basis. Please become familiar with this policy. Should you notice something that can be improved, or if we are failing to deliver on our end of the bargain, please let us know.

Management

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CHAPTER 1
INTRODUCTION

1.01 OBJECTIVES OF POLICIES

The purpose of this policy is to bring into the service of the City of Glen Rose (hereafter, City) a high degree of understanding, cooperation, efficiency, and unity which comes through systematic application of good procedures in personnel administration, and to provide a uniform policy for all employees, with all the benefits such a program ensures. The basic objectives of this policy are:

(a) To promote and increase efficiency and economy in the service of the City.

(b) To provide fair and equal opportunities to all qualified applicants to enter City employment on the basis of demonstrated qualifications, merit, and fitness as ascertained through fair and practical methods of recruitment and selection.

(c) To develop a program of recruitment, advancement, and tenure that will make employment with the City attractive as a career and encourage each employee to render his or her best service to the City.

(d) To establish and promote high morale among City employees by providing a good working environment, uniform personnel policies, opportunity for advancement, and consideration for employee needs and desires.

Nothing in this policy shall be construed as restricting an employee's right to discuss the terms, status or conditions of the employee's employment position.

1.02 EQUAL OPPORTUNITY POLICY

The City is an Equal Opportunity Employer. Discrimination against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations; because of membership in employee organizations; because that person reports a violation of law; or because of race, color, ancestry, origin, marital status, or other non-merit factors is prohibited. Discrimination on the basis of age, sex, physical handicap or disability is prohibited except where specific age, sex or physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration.

Disabled employees, and/or disabled applicants for employment, will be afforded reasonable accommodation when it is mutually determined not to create an undue hardship.

The supervisor, focusing on the needs of the disabled individual and the nature of the particular job, will take affirmative steps to arrange and secure funding for reasonable accommodation when and where necessary and when and where possible.

1.03 APPLICABILITY AND SCOPE

These policies apply to all City employees unless specified otherwise by state law or department policy approved by the City Council or other official City Council action. A person on retainer or under contract is not considered to be a City employee in the absence of a specific agreement to that effect.

It should be understood that employment is for an indefinite period and is at-will for both employer and employee. This policy is not intended to constitute an employment contract and the employer reserves the right to amend this policy unilaterally. No manager, supervisor, or other representative of the City, other than the City Council, has the authority to enter into any agreement guaranteeing employment for any specific time or to make any written or oral promises, agreements, or commitments contrary to this policy.

1.04 DISTRIBUTION AND ACKNOWLEDGEMENT

All City employees and Council Members shall be informed of the existence of this policy and each department shall keep a copy available for reference by its employees. A copy of this policy will be furnished to all employees for their personal use and reference. The City shall require that all employees sign a statement that they have been furnished a copy of the City's Personnel Policy. It shall be the employee's responsibility to become thoroughly familiar with said policy.

1.05 POLICY CHANGES AND EMPLOYEE SUGGESTIONS

This policy may be amended, supplemented, or superseded at any time upon approval of the City Council. In addition, the City Administrator and City Attorney may conduct a review of the policy and submit any necessary or recommended changes to City Council for approval.

Employees are encouraged to make constructive suggestions for improvements of this policy or to work procedures or conditions. Any employee who wishes to suggest a personnel policy change should submit their suggestion(s) in writing to the immediate supervisor or department head for consideration.

Employees shall be notified of proposed changes to the Personnel Policy prior to their adoption. In the event of any change, each employee will be given a copy of the revised policy changes in writing as soon as possible thereafter.

1.06 ADMINISTRATIVE AUTHORITY

The City Council shall be responsible for establishing the policy under which personnel matters are to be administered.

The City Administrator shall administer and interpret the City's Personnel Policy as it applies to their respective department and employees. Each supervisor is responsible within

the scope of his or her authority for enforcing the provisions of this policy and related rules and procedures in regard to matters involving his or her department.

1.07 CITY ORGANIZATIONAL CHART

To maintain order within the organization, it is important that the established day-to-day operational chain of command as described below be observed by all employees. Although the City Council is not directly involved in the day-to-day operations of the City, they as a body, do reserve the right to interact with all employees regarding personnel matters relating to grievances and/or appeals provided that the proper chain of command has been followed. Instructions and communications shall be routed according to the following chain of command chart.

Field Supervisor

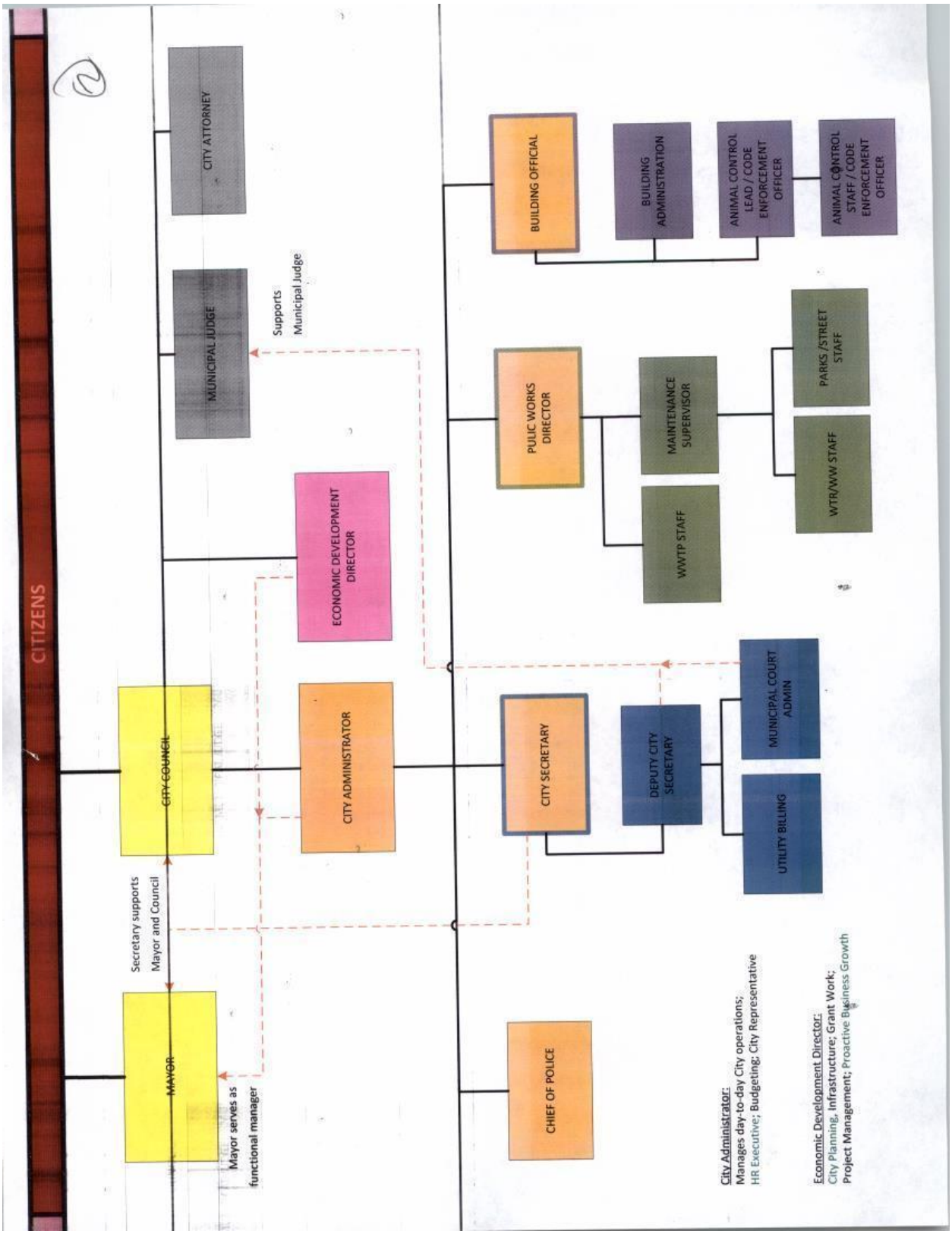
Department Head

City Administrator

Mayor

City Council

(Organizational Chart listed on the following page.)


CITIZENS
CITY ATTORNEY
MUNICIPAL JUDGE
Supports Municipal Judge
ECONOMIC DEVELOPMENT DIRECTOR
CITY COUNCIL
CITY ADMINISTRATOR
MAYOR
Secretary supports Mayor and Council
Mayor serves as functional manager
CHIEF OF POLICE
CITY SECRETARY
DEPUTY CITY SECRETARY
MUNICIPAL COURT ADMIN
UTILITY BILLING
PULIC WORKS DIRECTOR
MAINTENANCE SUPERVISOR
WWTP STAFF
PARKS /STREET STAFF
WTR/WW STAFF
BUILDING OFFICIAL
BUILDING ADMINISTRATION
ANIMAL CONTROL LEAD / CODE ENFORCEMENT OFFICER
ANIMAL CONTROL STAFF / CODE ENFORCEMENT OFFICER
City Administrator:
Manages day-to-day City operations;
HR Executive; Budgeting; City Representative
Economic Development Director:
City Planning, Infrastructure; Grant Work;
Project Management; Proactive Business Growth

CHAPTER 2
RECRUITMENT AND EMPLOYMENT

2.01 RECRUITMENT

(a) All employee recruitment activities are to be conducted in a manner consistent with the policies of the City of Glen Rose and applicable State and Federal Laws. Recruitment activities are performed in compliance with Federal Equal Employment Opportunity Regulations.

(b) Supervisors shall notify the City Administrator when job vacancies occur in their department. Only those vacancies allocated in the annual budget or new positions authorized by the City Council shall be filled. The City will seek to obtain the most capable person available to perform a particular job.

(c) The City has several methods of recruiting and selecting persons to fill vacancies:

(1) Promotion from within;

(2) Transfer from within;

(3) Public notice and competitive consideration of application for employment;

(4) Selection from a valid current list of eligible applicants; or,

(5) Secure help through an employment agency.

(d) When public announcements of position openings within the City are used and competitive consideration will be given, the announcements are to be disseminated in the manner most appropriate for the particular position being filled, as determined by the City Administrator. The length of time during which applications will be accepted will be determined by the City Administrator in accordance with the circumstances that exist at the time.

(e) Department heads wanting to fill job vacancies from within their departments must submit relevant information about the position to the City Administrator.

2.02 GENERAL QUALIFICATIONS FOR EMPLOYMENT

(a) The City maintains a job description which establishes the required knowledge, skills, abilities and compensation for each position and the acceptable levels of experience and training for each. The job description sets forth the minimum acceptable qualification to fill the position.

(b) A job applicant must:

(1) be at least sixteen (16) years old, for temporary or seasonal employment, or eighteen (18) years old, for regular full-time employment or if the job duties include hazards such as excavation or the operation of motor vehicles, heavy equipment, or chain saws;

(2) provide a valid Social Security number;

(3) provide a valid Texas Driver's License, if the job being applied for involves the use of City vehicles.

2.03 EMPLOYMENT CLASSIFICATIONS

(a) A regular full-time employee is employed forty (40) or more hours per week, in a year round capacity and qualifies for benefits as set forth in this policy.

(b) A part-time employee is employed less than one thousand (1000) hours per year and does not qualify for the benefits as set forth in this policy, except possibly the Texas Municipal Retirement System (TMRS), and then only if participation is mandated.

(c) A seasonal employee may be employed in either a full-time or part-time capacity, but only works during a seasonal period, not exceeding 6 months, and is not eligible for benefits as set forth in this policy.

2.04 EMPLOYEE SELECTION

(a) The City Administrator determines the method of selection to be used in filling each vacancy. If the City Administrator elects to use the public notice method of recruiting, the City Secretary shall publicly announce the job vacancy by appropriate means.

(b) The primary goal of the City is to fill vacancies with the most qualified applicants available. The supervisor shall determine the most appropriate means of evaluating applicants against job requirements to identify the persons best qualified. Reference checks, interviews, criminal history checks, verification of citizenship or employment eligibility, driver's license checks, and/or other screening procedures may be used. Skills tests and written tests may also be used if it is determined that such are beneficial or necessary. Applicants may be required to provide any information and undergo any examinations necessary to demonstrate compliance with prescribed qualification requirements or proficiency.

(c) An applicant shall be disqualified from consideration for employment if he or she:

(1) does not meet the qualifications necessary for performance of the duties of the position involved;

(2) has made any false statement of fact on the application, depending upon the seriousness, willfulness and applicability of the false information to the position;

(3) is an alien not lawfully authorized to work in the United States;

(4) would be in violation of the nepotism policy or laws; or

(5) discloses a criminal conviction which creates concerns due to a position's duties.

(d) An applicant disqualified for any of the above reasons will be permitted to reapply after twelve (12) months have expired.

2.05 OFFER OF EMPLOYMENT

Once the selection process has been completed, a conditional offer of employment specifying the job title, classification of employment, date of employment, rate of pay, what department the employee is being assigned to, the title of the new employee's supervisor, whether or not the employee is exempt or non-exempt, and that the employment relationship is subject to the terms of the City's Personnel Policy will be signed by both the new employee and the City official extending the job offer. The original, signed offer of employment shall be submitted to the City's Human Resources Manager.

After the conditional offer of employment has been extended, the City will conduct a criminal background check. If the information discovered during the criminal background check doesn't match the information provided on the applicant's job application, or if some relevant new facts are uncovered which create concerns specific to the position's duties, the City reserves the right to withdraw the offer of employment. If the job offer involves a position that has been identified by the City as a safety or security sensitive position, the offer of employment will be withdrawn if the applicant fails a pre-employment drug screening.

2.06 PROBATIONARY PERIOD

(a) Before an individual begins performing his or her actual duties, he or she normally will be given a brief orientation session, conducted through their respective department or as directed by the City Administrator. The purpose of this session is to enable a new employee to understand his or her job better, as well as the position's relationship to the overall operation of the City.

(b) Within three days of the date of hire, new employees must provide the information required by form I-9 in accordance with the Immigration Reform and Control Act of 1986.

(c) All employees will be required to successfully complete a three (3) month introductory/probationary period, except employees of the Police Department, who will be required to successfully complete a one(1) year introductory/probationary period. The supervisor will discuss and outline performance expectations and will

closely observe, evaluate, and counsel the employee regarding any performance weaknesses. Department Heads have the ability to extend the evaluation period an additional three (3) months if deemed necessary and upon approval of the City Administrator. The City Administrator may extend the evaluation period an additional three (3) months for Department Heads if deemed necessary.

(d) During the probationary period, all employees will be provided customer service training. In one way or another, all of the City's employees interact with the public and need to be trained to do so in a professional and effective manner. An important component of this training will be to foster a culture of respect, integrity, and accountability towards everyone...customers, citizens, and fellow employees.

(e) In the event the employee's job performance is deemed unsatisfactory or the employee is found to be unqualified to perform the duties of the position during the employee's probationary period, the employment relationship may be terminated by the City without any right of appeal.

2.07 NEPOTISM PROHIBITIONS

Nepotism is the showing of favoritism towards a relative. The City forbids the practice of nepotism-based favoritism in hiring personnel or awarding contracts.

A person is not eligible for employment who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any employee that will directly or indirectly supervise that position, a member of the City Council or the Mayor. This prohibition shall not apply to employees who have been continuously employed by the City immediately before appointment of a member of the City Council or the Mayor for a period of thirty (30) days or before election of a member of the City Council or the Mayor for a period of six (6) months.

If the employee continues in a position following the appointment or election of a member of City Council or the Mayor related to that employee as described above, that member of City Council or the Mayor may not participate in any deliberations or voting on the appointment, reappointment, confirmation of the appointment or reappointment, employment, reemployment, change in status, compensation, or dismissal of that employee.

Seasonal employment will be exempt from this provision.

Affinity Kinship Relationship by Marriage		Consanguinity Kinship Relationship by Blood		
First Degree	Second Degree	First Degree	Second Degree	Third Degree
Spouse	Grandparent	Parent	Grandparent	Great Grandparent
Parent	Grandchild	Child	Grandchild	Great Grandchild
Child	Brother or Sister		Brother or Sister	Uncle or Aunt
				Nephew or Niece

2.08 RESIDENCY REQUIREMENTS

Although there are no absolute residency requirements for City employment, those employees likely to be called to work in cases of emergency may be required to reside within a reasonable commuting distance of thirty (30) minutes of the City.

2.09 MEDICAL EXAMINATIONS

A person selected for initial employment or reinstatement may be required to take a medical and physical examination at City expense given by a doctor designated by the City. When a prospective employee is required to undergo a medical or physical examination, his or her employment may be contingent upon successful completion of the medical examination in relation to the standards of fitness for the position involved.

2.10 EMERGENCY TEMPORARY APPOINTMENTS

The City Administrator may hire temporary or part-time employees in cases of emergencies or unusual or extraordinary circumstances that place demands that exceed the manpower capabilities of the City. Emergency temporary appointments shall not be used to circumvent the normal appointment procedures. The employees involved shall not acquire any status or rights in the positions to which they are temporarily appointed.

2.11 PROMOTION POLICY

A promotion is the assignment of an employee from one position to another higher level job requiring more responsibility, experience, education, technical or professional expertise and which is usually at a higher salary. It shall be City policy to provide promotional opportunities whenever possible and practical. The selection process may be limited to qualified City employees or such other employees that may be given preference

in the application and/or consideration process. Opportunities for promotion and/or reassignment across organizational lines shall be maximized, with approval from the City Council being necessary prior to such promotion for those positions which are hired and fired by the City Council.

2.12 TEMPORARY PROMOTION

The City Administrator may authorize a temporary promotion to ensure the proper performance of City functions if a position is vacant or its regular incumbent is absent. Employees so promoted may be additionally compensated for the duration of their temporary assignments in amounts to be determined by the City Administrator. However, temporary promotions shall not be used to circumvent normal selection procedures.

Nothing herein shall be construed to prevent the assignment of additional or a higher level of duties to an employee without additional compensation. Temporary promotions shall not exceed six (6) months in length without approval by the City Council.

2.13 TRANSFERS

A transfer is the reassignment of an employee from one position to another. A transfer not involving promotion or demotion may be affected at any time for administrative convenience or necessity, or upon request of the employee to the supervisor, or if interdepartmental, to the supervisors, provided that the employee is qualified to perform the duties of the position to which transfer is contemplated. Transfers may be made administratively or in conjunction with an announced selection process.

2.14 DEMOTIONS

A demotion is the assignment of an employee from one position to another position having fewer responsibilities or requiring less experience, education, technical or professional expertise, and which is usually at a lower salary. A demotion may be affected for either a disciplinary or non-disciplinary action. With the approval of the City Administrator, and if qualified to perform the duties of the lower level position, an employee may be administratively demoted at his or her own request or as an alternative to layoff. Such demotions shall not be considered as disciplinary actions or to disqualify the employee involved from consideration for later advancement. Demotions, when used as an alternative to layoff, may be fully or partially rescinded at any time.

2.15 RE-EMPLOYMENT

Former employees who have left City employment in good standing shall be eligible for reemployment, provided they meet the minimum requirements and qualifications of the position, and it is in the best interest of the City. Former employees who left the City in good standing shall be granted full benefits upon returning to the City of Glen Rose within one (1) year period. Benefits for employees returning after the one (1) year period shall be the same as those of a new employee, based on the most recent date of hire.

CHAPTER 3
COMPENSATION AND PERFORMANCE EVALUATIONS

3.01 PAY RATE

The City makes a concerted effort to provide a competitive compensation and benefits program. Each employee is paid in accordance with duties and responsibilities. Periodic surveys of the labor market will be conducted to maintain competitive pay.

Pay for City employees is set each year by the City Council in the adopted City operating budget. Employees will be paid in accordance with the City compensation plan approved by the City Council.

3.02 PAY SCHEDULE AND PROCEDURES

(a) All employees will be paid every two (2) weeks and will be paid on Fridays. When payday falls on a recognized holiday, employees will be paid the day before the holiday.

(b) Each employee shall submit a timesheet authorized by both the employee and his or her supervisor on the Tuesday morning following the end of the pay period. An explanation for any overtime that is worked will be provided on the time sheet and the supervisor will signify that the overtime was authorized. Any PTO authorizations which have not already been submitted for the pay period will be submitted with the employee's timesheet.

(c) Employees are encouraged to set up direct deposit. Pay will be issued through direct deposit or debit card.

3.03 WORK SCHEDULE

The City provides some services to its citizens twenty four (24) hours a day, seven (7) days a week. Some of the provided services require that employees work hours other than the traditional Monday through Friday, eight (8) to five (5), work week. Management will prepare schedules at least two weeks ahead of time, and preferably months ahead of time, unless something urgent or unforseen arises, to provide employees an opportunity to re-arrange personal commitments to accommodate work schedules other than the traditional Monday through Friday, eight (8) to five (5), work week.

3.04 ON-CALL DUTY

As noted in the section above, the City provides some services to its citizens twenty-four (24) hours a day, seven (7) days a week; thus, it is necessary that an employee be available to respond to trouble calls which may arise after normally scheduled working hours. To the extent possible, on-call duty will be spread out between all of the properly trained field level employees. An on-call employee is authorized to trade on-call duties with another qualified employee. Employees serving as on-call for their department will receive an additional $20 per day plus time worked. While on-call, an employee is allowed to go out to eat and attend to other personal affairs, but must:

(a) Keep his/her cell phone where it can be heard and answered; and

(b) Respond to any call which warrants a response within thirty (30) minutes after receiving the call.

3.05 EMERGENCY DUTY PAY

Non-exempt employees who are called back to work in emergencies or who are on-call and return to duty to respond to an after hours trouble call shall receive overtime rate for all time worked. A minimum of two (2) hours of pay shall be paid for any call back time worked.

3.06 OVERTIME

(a) Non-exempt Employees. All employees, except ~~s~~upervisors and any other employees determined by the City Administrator to be exempt in accordance with the Fair Labor Standards Act (FLSA) are eligible to receive overtime pay in accordance with the FLSA. When practical, overtime is to be avoided. Except in emergency situations or extenuating circumstances, overtime must be allocated in the budget and pre-approved by an employee's supervisor. Overtime shall be allocated as evenly as possible among all employees qualified to perform the work. Overtime pay, at a rate of one and one half (1 ½) times the employee's regular pay, will be paid for all time credited over forty (40) hours per week unless such employees are exempt from overtime pay. Holiday and PTO time does qualify as time credited. All overtime work must be clearly reflected on the employee's time records before it is allowed.

(b) Exempt Employees. An exempt employee means an employee who performs an executive, administrative or professional function as defined by the FLSA, and includes supervisors. Exempt employees are not eligible for overtime pay.

3.07 PERFORMANCE EVALUATION

The work performance of each regular employee shall be evaluated in accordance with appraisal procedures developed and approved by the City Administrator. An employee

shall be evaluated at least annually. Special evaluations may be made if requested by the supervisor and approved by the City Administrator. Performance evaluation reports shall be on forms provided by the personnel office. All performance evaluation reports shall be permanently placed in the employee's personnel file. Employees shall be provided copies of their performance evaluation.

Performance evaluations are designed to help supervisors and employees measure how well work is being performed and to provide a tool for management decisions regarding pay increases, promotions, and retention of employees.

Evaluators shall individually discuss the evaluation results with the employees and shall counsel them regarding their careers and any improvements in performance which appear desirable or necessary. An employee shall be provided an opportunity to provide a written response to an evaluation. To qualify to be attached to the evaluation and included in the employee's personnel file, the response must be submitted to the City's Human Resources Manager by the end of the third business day after an evaluator provides a copy of the evaluation to and reviews it with the employee.

3.08 MERIT INCREASES

As a reward for those employees demonstrating an evaluation rating of meets expectations, above expectations or exceeds expectations, pay increases may be proposed by supervisors and granted upon approval by the City Administrator in accordance with the compensation plan approved by the City Council and within the guidelines of the City budget. These merit increases are intended to reward outstanding personnel and as an inducement to motivate employees in their performance and productivity. Employees who received a below expectations evaluation rating will not be eligible for a merit pay increase.

3.09 LONGEVITY PAY

(a) All longevity pay will be calculated based upon the anniversary date of continuous employment that falls during the calendar year in which the pay is calculated and paid.

(c) Longevity pay will be paid on December 1 of each year, or on the first working day following December 1.

(d) Employees whose third year anniversary of employment falls during the calendar year preceding December 1st will receive three hundred dollars ($300.00).

(e) Employees who have been continuously employed for longer than the three (3) years described in (c) above will receive an additional one hundred dollars ($100.00) for each additional year of continuous employment.

(f) Longevity pay will only be paid to those employees who are on the active payroll as of December 1 of each year.

3.10 TERMINATION PAY

Employees who leave the service of the City shall receive all pay that may be due to them in accordance with the following:

(a) An employee will be paid for any hours worked and for any overtime compensation or compensatory time due to him or her;

(b) Only employees who have successfully completed their probationary period and first year of service shall be paid for unused PTO earned;

(c) An employee may request that any retirement benefits paid by him or her, through payroll deductions, be refunded in accordance with the applicable program, or they may choose to leave their funds invested until a later date;

(d) All employees who desire to attend enhancement training in their particular field shall sign a one (1) year agreement stating that upon completion of said training, the employee will remain with the City for at least one (1) year after training is completed. An employee who chooses to leave the City before completing the one (1) year commitment shall reimburse the City for the cost of the training received.

(e) Any indebtedness to the City which the employee might have incurred shall be deducted from his or her final paycheck; and

(f) If any employee passes away while employed by the City, the City shall pay his or her designated beneficiary any unpaid pay, unpaid compensatory time or overtime, unused PTO time, and accumulated benefits.

CHAPTER 4
EMPLOYEE BENEFITS

4.01 HEALTHCARE INSURANCE

After having been employed by the City for two months, all full time employees are provided with medical insurance. Coverage shall begin upon acceptance of the employee by the insurance underwriter. This insurance provides for payment of hospitalization and major medical expenses up to the limits of the policy for illness and accidental injuries off the job. Each employee will be allowed a maximum of seven hundred dollars ($700) per month to be applied to medical, dental and vision insurance coverage for the employee and his or her family members. Additional coverage for other family members is at the option of and payable by the employee through payroll deductions at the prevailing rates. Any employee seeking additional coverage must provide proof of insurance to the City Secretary before receiving reimbursement.

4.02 LIFE INSURANCE

After having been employed by the City for two months, the City provides group life insurance coverage for all full time employees. Coverage shall begin upon acceptance of the employee by the insurance underwriter. The cost of providing this insurance to employees is paid by the City. The provided life insurance is payable in the event of the death of an employee from any cause at any time or place while he or she is insured. It is designed to help ensure that an employee's family receives financial assistance in the event of the employee's death. Payment will be made to the beneficiary designated by the employee.

4.03 WORKERS' COMPENSATION INSURANCE

Any City employee who is injured as a result of duties performed in the course of his or her job shall be eligible to receive workers' compensation benefits from the City's insurance carrier at no expense to the employee. Workers' compensation benefits are intended to compensate workers with job related injuries or illnesses by reimbursing them for income losses and paying for medical and rehabilitation treatment.

Employees who suffer an on the job injury or job related illness must notify their supervisor as soon as possible. Failure to report job related injuries or illnesses in a timely manner may affect an employee's eligibility to receive workers' compensation benefits or may delay benefit payments.

4.04 SOCIAL SECURITY AND MEDICARE

All employees of the City are covered under the Federal Insurance Contributions Act (FICA). This government insurance program is financed by social security and medicare taxes, which are paid through payroll deductions by the employee and matched by the City.

4.05 UNEMPLOYMENT INSURANCE

All employees of the City are covered under the Texas Unemployment Compensation Insurance program and the Federal Unemployment Tax Act (FUTA). This program provides payments for unemployed workers in certain circumstances as provided by law. The City pays an unemployment tax on behalf of each employee to finance this benefit.

4.06 RETIREMENT AND IN-SERVICE DEATH BENEFITS

The City is a member of the Texas Municipal Retirement System (TMRS). The purpose of this system is to provide a plan for the retirement and disability of employees of Texas municipalities. Participation in this system is compulsory for all full-time employees. Participation in the system begins upon employment with the City. The employee will contribute seven percent (7%) of his or her salary through payroll deductions into the retirement plan, with the City matching this amount on a two-to-one (2 to 1) basis.

In addition to the retirement plan, the City also provides an In-Service Death Benefit for its employees participating in the TMRS. This death benefit is payable to the designated beneficiary upon the death of the covered employee. The amount payable to the beneficiary is equal to the annual salary of the covered employee. This supplemental benefit is provided at no cost to the employee.

4.07 LONG TERM DISABILITY INSURANCE

All full time employees are provided with long-term disability insurance. Coverage shall begin upon acceptance of the employee by the insurance underwriter. This insurance provides monthly cash benefits to the employee if the employee becomes disabled for at least ninety (90) days. The cost of providing this insurance to the employee is paid by the City.

CHAPTER 5
ABSENCES AND LEAVES

5.01 HOLIDAYS

New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day shall be observed as official holidays for City employees in accordance with the following rules (any additional time off from work shall be approved by the City Council):

(a) All regular full-time employees shall be entitled to all paid holidays.

(b) As many employees as possible shall be given each holiday off, consistent with the maintenance of essential City functions.

(c) Anyone required to work on a holiday will be paid for the holiday, plus the hours that are actually worked during the holiday. Work performed on a City designated holiday will be compensated at the rate of one-and-one-half times the employee's hourly rate whether or not the employee works more than 40 hours during the pay period.

(d) If a holiday falls on a Saturday, the preceding Friday shall be observed, and if a holiday falls on a Sunday, the following Monday shall be observed.

(e) Employees desiring to observe religious holidays not coinciding with official holidays may be given time off without pay or may be authorized to use accrued PTO.

5.02 PERSONAL TIME OFF

On the first working day of employment, all regular full time employees shall begin to accrue personal time off (PTO) for their use during that calendar year. PTO may be used at the employee's discretion with prior approval of the supervisor.

(a) Upon completion of their three-month probationary period and during their first twelve (12) months of employment, new employees shall be granted forty-eight (48) hours PTO.

(b) Following twelve (12) months of continuous employment, all full-time employees, except temporary or seasonal employees, shall be eligible to take one hundred and forty-four (144) hours PTO that year.

(c) Following twenty four (24) months of continuous employment, all full time employees, except temporary or seasonal employees, shall be eligible to take one hundred and eighty-four (184) PTO per year.

(d) Following one hundred and twenty (120) months of continuous employment, all regular full time employees, except temporary or seasonal employees, shall be eligible to take two hundred and twenty-four (224) hours PTO per year.

(e) Following one hundred and eighty (180) months of continuous employment, all regular full time employees, except temporary or seasonal employees, shall be eligible to take two hundred and sixty-four (264) hours PTO per year.

(f) Two hundred and sixty-four (264) hours is the maximum PTO regardless of tenure.

(g) PTO may be accumulated up to two hundred and forty (240) hours into a PTO "Bank" to carry over from year to year. No more than two hundred and forty (240) hours PTO may carry over. Any accumulated PTO hours exceeding two hundred and forty (240) hours will be lost by the employee each year on the employee's anniversary of hire date. The City will compensate an employee for up to, but no more than, forty (40) PTO hours lost due to this provision at a rate of twenty five cents ($0.25) on the dollar ($1.00) for the value of the lost hours.

(h) Part-time, seasonal, and temporary employees shall not be eligible for PTO.

(i) Rules regarding PTO:

(1) All regular full time employees shall be eligible to take PTO when accumulated.

(2) PTO shall be taken in minimum increments of 1 hour.

(3) The work calendar will be considered by a supervisor prior to granting PTO requests for extended time-off. NOTE: PTO requests may not be granted in some cases.

(4) Employees being laterally transferred, promoted, or demoted shall retain all accrued PTO.

(5) PTO may not be transferred between employees.

(6) An employee must give twenty-four (24) hours' notice to his/her Supervisor for scheduled time off.

(7) An employee must give one (1) hour notice to his/her supervisor for unscheduled time off.

(8) An employee must give five (5) days' notice to his/her Supervisor for time off exceeding three (3) days. A physician's release will be required if an employee is out for more than three (3) consecutive days without having received prior approval for the absence.

(9) All PTO must be approved by an employee's supervisor in writing.

(10) PTO shall not be sold back to the City, except as provided in (g) above.

(11) Upon separation from the City, employees shall be compensated for accrued PTO.

(12) PTO cannot be used during periods of leave for disciplinary action against an employee.

(13) When absence from employment exceeds the amount of PTO earned and authorized, the pay of an employee shall be discontinued until he or she returns to work.

5.03 COMPENSATORY TIME OFF

Exempt employees are expected to be on the job Monday through Friday of every work week except on holidays or when PTO or compensatory time off (CTO) has been authorized. CTO is only available for exempt employees and, then, only if pre-approved in writing by the City Administrator, or in the case of the City Administrator by the Mayor (to be so understood hereafter in this section whenever "City Administrator" is mentioned). It is expected that those who hold exempt positions within the City will sometimes, or in some instances regularly, work more than forty (40) hours per week or eighty (80) hours per pay period. The salary provided for exempt positions is deemed just compensation for however many hours an exempt employee may be required to work to satisfy the demands of the job. However, on some occasions when an exempt employee is required to work weekends, holidays, or a succession of long days, that employee may petition the City Administrator for CTO. A request for CTO may be granted or denied solely at the discretion of the City Administrator. The following factors shall be considered when the request is being evaluated: the number of hours worked by the applicant during the pay period and during recent months, the number of hours worked in excess of eighty (80) during the pay period compared to the hours of CTO being requested, the need for the applicant to be on the job, and the number of other employees who may be off in the applicant's department or within the whole organization. When the number of CTO hours

granted is subtracted from two week pay period, the remaining hours (hours worked, PTO time, holiday time) must total at least eighty (80). When CTO is granted in connection with extra hours worked on the last week of a pay period, the CTO may be taken during the following week; otherwise, CTO must be confined to the pay period when the extra hours were accumulated. CTO shall not be granted for more than 16 hours during a pay period. CTO shall be used as the exception rather than the normal course of business and may not be taken every pay period.

5.04 BEREAVEMENT LEAVE

All regular full-time employees may be granted leave with pay to attend a funeral and handle the necessary family details in case of death in their immediate family or other relative living in the same household, limited to three (3) days per event. This leave will not be charged as PTO. Part-time, seasonal, and temporary employees may be granted days of leave without pay in such cases. Immediate family, for this purpose, shall be defined as an employee's husband, wife, son, daughter, grandchild, mother, father, mother-in-law, father-in-law, grandparents, brother, or sister.

5.05 MILITARY LEAVE

Full-time employees of the City who are members of the State Military Forces or members of any of the Reserve Components of the Armed forces of the United States are entitled to leave of absence from their duties for up to fifteen (15) days in any one calendar year, without loss of vacation time or salary. Said leave may be used for all days during which they are engaged in authorized training or duty. Requests for approval of military leave must be accompanied by copies of the relevant military orders. Military leave in excess of fifteen (15) days will be charged to vacation leave or leave without pay. Upon return from the training, the employee must furnish a statement from the commanding officer showing the military earnings while at camp. The statement will be forwarded to the payroll office so that the difference in weekly earnings and military pay may be paid to the employee. In the event the employee received full salary from the City in advance, military earnings while at camp will be deducted from a subsequent check.

Full-time employees of the City who enter active duty with the State Military Forces or with the Armed Forces of the United States are entitled to be restored to employment subject to the provisions of the law upon honorable release from active duty, provided an appropriate position is available.

5.06 ADMINISTRATIVE LEAVE WITH PAY

(a) Employees on duty on the date of any national, state, or local election and who are eligible to vote in such election shall be granted time off without loss of pay or benefits to exercise this right if they cannot reach their polling place outside of working hours before they close. Evidence of voter registration and voting may be required by the supervisor.

(b) Employees shall be granted sufficient leave with pay when called for jury service or court duty. The employee shall provide his or her supervisor a copy of the jury or court summons. Employees excused or released from jury service or court duty shall immediately report to their work station for the remainder of their shift.

(c) Employees who make donations of blood without receiving compensation for it will be excused from duty without loss of pay or benefits. Employees will be excused for such time as is necessary to make blood donations and to recuperate, if needed. The excused absence will not exceed four (4) hours and will be authorized for only the day of the donation.

(d) The City Administrator may grant an employee administrative leave with pay for purposes of attending a professional conference, convention, training activity, legislative proceeding, or civic function or meeting, or for purposes of coordinating with governmental and private agencies in the interest of the City.

5.07 AUTHORIZED LEAVE WITHOUT PAY

In circumstances not falling within other provisions of these rules, the City Administrator may authorize an employee to take leave without pay under mutually agreeable terms and conditions. Employees taking leave without pay shall not lose or gain seniority. All employee benefits will remain in effect during periods of authorized leave without pay.

5.08 ABSENCE WITHOUT LEAVE

An employee failing to report to work or remain at work as scheduled without proper notification to his or her immediate supervisor and obtaining authorization or excuse has committed a serious offense and shall not be paid for the time involved. Absence without leave constitutes abandonment of duties and may result in severe discipline, up to and including discharge. In cases where the employee is discharged for absence without leave it shall be considered to be "not in good standing."

5.09 DOCTOR'S RELEASE REQUIRED

An employee who has missed more than three days of work due to an illness, injury, surgical procedure, or some other medical condition, before returning to work, shall provide the City's Human Resources Manager with a doctor's release signed by the attending physician indicating the employee is fit to return to full duty. If the doctor releases an employee for "light duty," depending upon the qualifications associated with that "light duty" release and the normal demands of an employee's job, management will determine whether or not an employee will be allowed to return to work. If the employee is deemed temporarily unfit to return to his/her regular job, the City has a vacant position which could be fully performed under the "light duty" restrictions that have been imposed, and the employee is qualified to perform the duties of the vacant position, an accommodation can be made. The City, however, has no obligation to create a position for an employee who is unable to perform his/her normal job duties.

5.10 WORKERS' COMPENSATION AND WAGE CONTINUATION BENEFITS

An employee who is injured in the line of duty may receive workers' compensation and injury wage continuation benefits under the terms and conditions prescribed in the applicable programs.

5.11 INCLEMENT WEATHER

The Public Works Director will check the City streets and inform the Mayor and City Administrator of the conditions of the streets, and the Mayor and the City Administrator shall make a final decision on whether or not the City offices shall have delayed opening or be closed all day due to inclement weather. Employees will be paid for hours closed due to inclement weather. If the City remains open, PTO may be used for inclement weather days at the discretion of the employees.

CHAPTER 6
EMPLOYEE CONDUCT

6.01 ATTENDANCE

All employees are expected to report to work as scheduled and to work their scheduled hours and overtime, if necessary. Employees shall be at their place of work in accordance with City and departmental policies and regulations. Supervisors shall establish work schedules and maintain daily employee attendance records.

6.02 WORK STANDARDS

It shall be the duty of each employee to maintain high standards of cooperation, proficiency, and economy in his or her work for the City. Supervisors shall organize and direct the work of their departments to achieve these objectives. If work habits, attitude, production, and/or personal conduct of an employee should become a problem, the employee's supervisor should point out the deficiencies at the time they are observed and take appropriate action. Counseling and warning the employee in sufficient time for improvement should ordinarily precede formal disciplinary action, but nothing herein shall prevent immediate formal action as provided elsewhere in these policies whenever the interest of the City requires it.

6.03 POLITICAL ACTIVITIES

Except as may be otherwise provided by law, the following restrictions on political activity shall apply to City employees:

(a) Employees shall refrain from publicly using their positions for or against any candidate for public office in any jurisdiction.

(b) No employee, while on duty, shall take an active part in any political campaign of another person for an elective position of the City. The term "active part" means making political speeches, passing out cards or other political literature, writing letters, signing petitions, actively and openly soliciting votes, and making public derogatory remarks about the candidates.

(c) Employees may not be required to contribute money, labor, time or any other valuable thing to any person for City election purposes.

(d) No employee may hold an appointive or elective City office of public trust, partisan office in any jurisdiction, or any other office where service would constitute a direct conflict of interest with City employment, with or without remuneration.

6.04 SOLICITATION

Solicitation of contributions or anything of value for any purpose whatsoever shall be permitted of or by City employees on the job only with express approval of the City Administrator. No employee may be required to make any contribution or may be penalized or rewarded in any way in connection with his or her employment according to his or her response to the solicitation.

6.05 OUTSIDE EMPLOYMENT

Although outside employment is not expressly prohibited by the City, employees who work other jobs on their own time must remember that their first responsibility is to the City. If a second job leads to excessive absenteeism, tardiness, conflicts with a department's regular or on-call duty schedule, or poor performance, the employee may be asked to choose between the two jobs.

6.06 PHYSICAL FITNESS

It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his or her job.

6.07 PERSONAL APPEARANCE AND DRESS CODE

As representatives of the City, employees are encouraged to set and meet high standards both in performing quality work and in presenting a professional personal image to the public. Employees are expected to exercise regular hygiene care and to dress and groom themselves in a neat and tasteful manner appropriate to the particular job being performed.

(a) **City Dress Code**

The City of Glen Rose wishes to provide a work environment that is free of safety hazards, and offensive behavior and harassment of any kind. The need for proper

appearance from all staff is necessary. Therefore, the following dress code guidelines are expected from all employees.

(1) Clothing should be worn and fit in such a manner that it does not expose the abdomen, cleavage, back or buttocks areas.

(2) Clothing needs to portray a professional image and should be free of sexually related references, nude or semi-nude pictures, profanity, offensive material or suggestions or promotions of illegal drug use, beer or tobacco.

(3) Body piercing jewelry shall only be worn on the ear. Spacers, gauges and/or stretching the ear beyond a conventional piercing is not acceptable.

(4) Tattoos, body art and/or branding on the skin shall not be visible on the face, neck or hands and shall not contain potentially offensive words, terms, logos, pictures, cartoons or slogans.

(5) Clothing should be in good repair, not to be excessively torn, worn, frayed, dirty or visibly patched and all seams must be finished.

(6) The following clothing is not acceptable at any time: spandex, bare feet, tank tops or spaghetti strap tops, halter tops, beachwear, shorts, bib overalls or other form fitting pants, work-out attire, sexually provocative clothing, the observable lack of undergarments or exposed undergarments, flip-flops, or slippers, or distracting, offensive or revealing clothing.

(7) Excessive makeup and/or excessive use of perfumes/colognes are unprofessional.

(8) Hair should remain well-groomed and professional. Unnatural colors and extreme hairstyles are prohibited.

(9) Facial hair for men is allowed and should be neatly trimmed. The appearance standards required of employees will vary according to the nature and duties of their positions. No dress code can cover all contingencies, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If an employee is uncertain about acceptable attire for work, he/she should ask his/her supervisor and/or department head.

(b) **City Office Business Attire Standards**

(1) Slacks and Pants: Slacks, pants and jeans should maintain a clean appearance with no holes, rips or similar damage that exposes skin. All employees who choose to wear jeans must abide by the business dress policy and maintain a professional appearance.

(2) Skirts and Dresses: Dresses, skirts, skirts with jackets, dressy two-piece knit suits or sets, and skirts that are split at or below the knee are acceptable. Dress and skirt length should be no higher than two inches above the top of the knee.

(3) Shirts, Tops, Blouses and Jackets: Button-down shirts, dress shirts, blouses, polo-type shirts, golf shirts, sweaters, tops and turtlenecks are acceptable attire for work if they contribute to the appearance of a professional environment. Most suit jackets or sport coats are also acceptable for the office. Tank tops and similar bare-shoulder designs may only be worn when accompanied by a jacket, cardigan, or dress sweater. Special event, occasion, school or organization T-shirts may be worn when approved by the Department Head.

(4) Shoes and Footwear: Shoes and footwear should provide sufficient design & support so as not to interfere with an employee's work. Conservative walking shoes, dress shoes, oxfords, loafers, boots, flats, dress heels, dress sandals, and open-toe shoes are acceptable for work. Athletic shoes are permitted to be worn in the office, however, they must be conservative in color and design. Flip-flops, crocs and slippers are not acceptable in the office.

6.08 FINANCIAL OBLIGATIONS

All employees are expected to keep their personal financial affairs in good order. Failure to pay just debts, including taxes, may constitute grounds for disciplinary action if job performance is impeded.

6.09 CONFLICT OF INTEREST

No City Council person or employee of the City shall accept, directly or indirectly, any gift, favor, privilege, or employment having an aggregate monetary value in excess of twenty-five dollars ($25.00) from any person, firm, or corporation doing business with, or seeking to do business with the City during the term of office of such City Council person or during the employment of such employee of the City, and in connection with such office or employment, except as may be authorized by ordinance or on behalf of the City and for its benefit. Under no circumstance shall cash or any instrument of cash having monetary value be accepted. No City Council person or employee of the City who is employed, directly or indirectly, by any person, firm, or corporation doing business with, or seeking to do business with the City, shall in any manner participate in any discussion or decision of any agency, board, commission, or instrumentality of the City having to do with the business done or sought to be done with the City by such person, firm, or corporation without first declaring publicly such employment.

6.10 GENERAL DEPORTMENT

The attitude and deportment of a City employee, whether in public or private, should at all times be such as to promote the good will and favorable attitude of the public toward the City administration and its programs and policies.

6.11 SEXUAL HARASSMENT

No employee, male or female, shall harass another employee by making unwelcome sexual advances or favors or other verbal or physical conduct of a sexual nature; using an employee's submission to or rejection of such conduct as the basis for or as a factor in any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct. The City does not condone any sexual harassment of its employees. All employees will be subject to severe discipline up to and including discharge, for any act of sexual harassment they commit.

The creation of an intimidating, hostile, or offensive working environment may include such actions as persistent comments on an employee's sexual preferences or the display of obscene or sexually oriented photographs or drawings. However, conduct or actions that arise out of a personal or social relationship unrelated to City employment may not be viewed as sexual harassment. Any employee who feels victimized by sexual harassment should report the harassment to the City Administrator immediately. No employee will be subject to any form of retaliation or discipline for pursuing a sexual harassment complaint.

6.12 INDICTMENTS AGAINST EMPLOYEE

An employee may be suspended with or without pay, if accused or indicted for a crime or official misconduct pending a decision on the indictment such as dismissal, acquittal or conviction. If the indictment is dismissed or if the employee is acquitted, the suspended employee shall be reinstated to his or her former position, or a similar one if not available, without loss of any benefits, and such suspension shall not be considered as a disciplinary action.

6.13 STEWARDSHIP OF CITY VEHICLES, EQUIPMENT, AND PROPERTY

Employees are expected to exercise good stewardship of the City's equipment and property. Resources are not to be wasted. No City vehicle shall be left running while unattended. Vehicles, equipment, and facilities must be provided proper care and routine maintenance. Should an employee become involved in an accident involving City property or become aware of damage to City property, immediately thereafter the employee, or the employee's supervisor, shall file a report concerning the same with the City Secretary. If necessary, the appropriate law enforcement authority shall be notified. At management's discretion, an investigation may be conducted. Incidents shall be deemed "preventable" or "non-preventable." Any employee deemed responsible for a "preventable" incident may be subject to disciplinary action.

CHAPTER 7
DISCIPLINE, APPEALS, AND GRIEVANCES

7.01 WORK ETHIC AND DISCIPLINARY POLICY

The City expects its employees to accept reasonable and appropriate work assignments willingly and to perform them in a satisfactory manner. Employees are also expected to comply with all rules, regulations and policies pertaining to job performance standards and personal conduct on the job. If an employee fails to perform satisfactorily or if his or her personal conduct is unacceptable, disciplinary action may be taken.

All reasonable efforts will be made to ensure due process to the employee. The City will attempt to review and resolve all employee problems as promptly and equitably as possible and at the lowest possible organization/supervisory level. All employees will be provided with a fair, expedient, objective and consistent means of resolving work related problems.

7.02 GROUNDS FOR DISCIPLINARY ACTION

The City Administrator may take disciplinary action against an employee for any of the following:

(a) Illegal, unethical, abusive, or unsafe acts.

(b) Violation of City rules, regulations, policies or procedures.

(c) Insubordination.

(d) Leave under false pretenses.

(e) Incompetence.

(f) Neglect of duties.

(g) Theft.

(h) Participating in prohibited political activities.

(i) Unauthorized soliciting while on duty.

(j) Excessive or unauthorized absenteeism or tardiness.

(k) Failure to conduct himself/herself in a courteous and proper manner while on duty.

(l) Falsification of official documents or records.

(m) Unauthorized use or disclosure of official information.

(n) Unauthorized or improper use of official authority.

(o) Possession, use or being under the influence of drugs or alcoholic beverages not prescribed by a physician, while on duty.

(p) Damaging City equipment, tools, machines, and/or property.

(q) Wasting materials and supplies.

(r) Carelessness, recklessness, and/or engaging in horseplay.

(s) Immoral conduct or indecency.

(t) Abuse of illness, injury, disability leave, or other benefits.

(u) Any threat or physical attack on any supervisor or co-worker.

(v) Failure to properly document time and attendance records.

(w) Sexual harassment.

This list is to illustrate the more common grounds for disciplinary action and is not intended to be all-conclusive.

7.03 TYPES OF DISCIPLINARY ACTION

Formal disciplinary action taken shall be consistent with the nature of the deficiency or infraction involved and the record of the employee. Formal disciplinary action shall include written reprimand, suspension, reduction in pay, demotion, and dismissal. Any of the foregoing types of formal disciplinary action may be invoked for a particular deficiency or infraction, depending upon the exact circumstances. An employee may be formally warned at any time that he or she may be dismissed or otherwise disciplined for further unsatisfactory performance and/or conduct. Nothing herein shall prohibit the administration of informal disciplinary action, such as oral reprimands. Informal disciplinary action may be documented in the employee's official personnel file at the discretion of the supervisor.

Supervisory personnel are encouraged to consider the following as normal disciplinary transitional steps in situations requiring disciplinary action:

Verbal Warnings with records of each warning being noted in the employee's personnel file;

Written Reprimands, which the supervisor must transmit through the City Administrator before placement in the employee's personnel file;

Suspension Without Pay or **Reduction in Pay**

Demotion or **Dismissal**

Nothing herein is intended to negate the authority and responsibilities of a supervisor to take the disciplinary action they believe appropriate based upon the relevant circumstances, nor prohibit the supervisor from immediately discharging an employee for the first instance of gross misconduct.

7.04 WRITTEN REPRIMAND

In the interest of good discipline, an employee may be formally reprimanded in writing. The reprimand shall describe the deficiency or infraction involved and shall state the likely consequence of further unsatisfactory performance and/or conduct. The employee will be informed of the written reprimand and a copy of the reprimand shall be kept in the employee's official personnel file.

7.05 SUSPENSION

In the interest of good discipline, an employee may be suspended without pay for up to thirty (30) calendar days in any one (1) calendar year. A notice of suspension must be given to the employee which describes the deficiency or infraction involved and which states the likely consequences of further unsatisfactory performance and/or conduct. The suspension shall be permanently noted in the employee's official personnel file. When an employee is under investigation for a crime or official misconduct, or is awaiting a hearing or trial in a criminal matter, he or she may be suspended without pay for the duration of the proceedings when such suspension would be in the best interests of the City and the public. If the investigation or proceedings clear the employee, he or she shall be eligible for reinstatement with full pay and benefits restored.

7.06 REDUCTION IN PAY

In the interest of good discipline, an employee's pay may be reduced, provided it is done within reason. A notice of reduction must be given to the employee which describes the deficiency or infraction involved and which states the likely consequences of further unsatisfactory performance and/or conduct. The reduction shall be permanently noted in the employee's official personnel file, but the employee shall not be disqualified from consideration for later pay increases.

7.07 DISCIPLINARY DEMOTION AND DISMISSAL

In the interest of good discipline, an employee may be demoted. A notice of demotion must be given to the employee which describes the deficiency or infraction involved and which states the likely consequences of further unsatisfactory performance and/or conduct. The demotion shall be permanently noted in the employee's official personnel file, but the employee shall not be disqualified from consideration for later advancement.

An employee may also be dismissed from City employment for any reason determined to be appropriate by the supervisor.

7.08 APPEALS OF DISCIPLINARY ACTION

An employee may appeal any disciplinary action taken against him or her by following the appeal procedures as outlined below.

Phase 1 Appeal - Department Head

Within three (3) working days following the supervisor's initiation of disciplinary action, the employee shall submit his or her appeal in writing in a sealed envelope to the City Hall front office staff to be date and time stamped, logged in, and delivered to the Human Resources Manager. The Human Resources Manager shall present a copy of the appeal to the employee's Department Head, who then shall hear the matter.

The Department Head shall provide the employee and Human Resources Manager with a phase 1 written response to the appeal within three (3) working days of the initial meeting.

Phase 2 Appeal - City Administrator

Within three (3) working days from the receipt of the Department Head's "step 1" written response or non-response, the employee shall have the right to appeal the decision to the City Administrator. Upon written request of the employee, the Human Resources Manager shall present a copy of the appeal and the Department Head's "phase 1" written response to the City Administrator, who then shall hear the matter.

The City Administrator shall provide the employee and Human Resources Manager with a "phase 2" written response to the appeal within three (3) working days of this meeting.

Phase 3 Appeal - Mayor and City Council

Within three (3) working days of receipt of the City Administrator's "phase 2" written response or non-response, the employee shall have the right to elevate his or her appeal to the Mayor and City Council. The employee shall prepare a written appeal request addressed to the Mayor and City Council submitted as outlined in the phase 1 appeal process to be delivered to the Human Resources Manager.

The Human Resources Manager shall submit the employee's written request for appeal with all related documentation including the "phase 1 and phase 2" written responses to the Mayor, the Mayor shall promptly coordinate a date and time for the City Council to hear the employee's appeal.

As promptly as practicable after the final employee's written request for appeal has been filed, the employee should be given notice of the hearing date and time, the Human Resources Manager shall notify all parties in writing, including the employee, the Department Head and City Administrator, and the Mayor and City Council.

Appeal Hearing Format

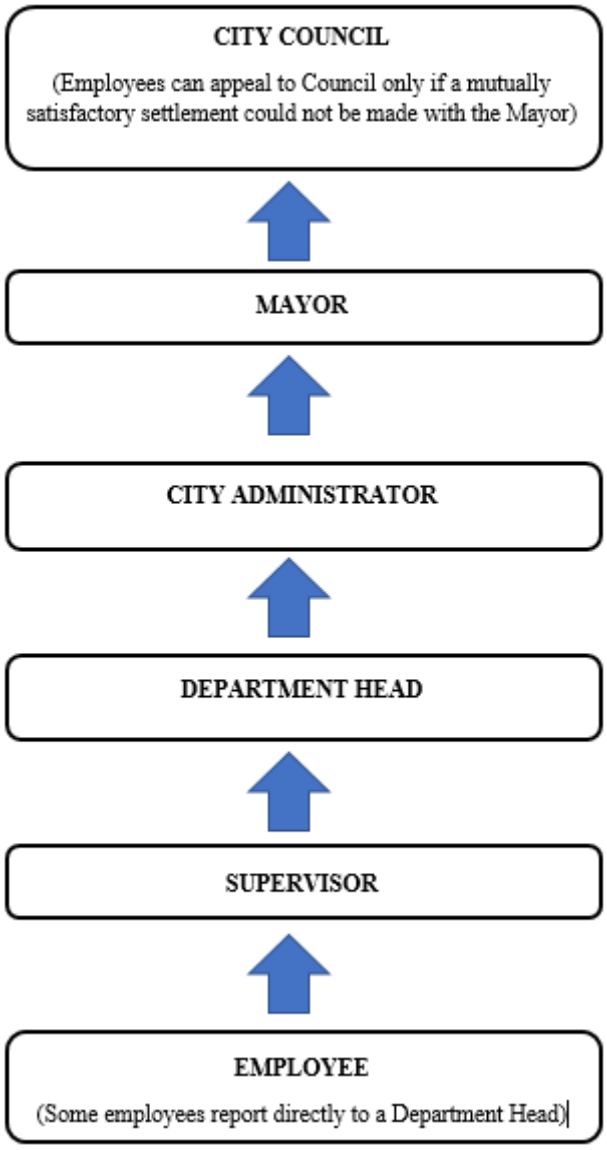
The format for the appeal hearing allows both parties adequate time to present without interruption and also time for the City Council to ask relevant questions.

During the hearing, the employee will make the first presentation and discuss the appeal. The employee shall be allowed to appear before the Mayor and City Council with representation of his or her choice, if desired. The supervisor, Department Head and City Administrator will then make their presentation concerning the appeal.

The Mayor and City Council will then review and discuss the information that has been presented by all parties. If necessary, the Mayor and City Council may request and gather additional documents or request and interview additional witnesses. The City Council shall issue a final determination of the case, which shall be final.

NOTE: All evidence being submitted for City Council review shall be presented to the Human Resources Manager for distribution to all parties at least 48 hours in advance of the hearing.

FLOW CHART
FOR
7.08 APPEALS AND 7.09 GRIEVANCE PROCEDURES



7.09 GRIEVANCE PROCEDURES

All employees have the right to take any job-related complaint, problem or grievance to their immediate supervisor in order to resolve it. They may communicate with their supervisors either orally or in writing, and may be accompanied by representation of their choice. Following discussion of the grievance with his or her supervisor, if an employee still remains dissatisfied with a working condition or some other aspect of employment, other than for a disciplinary action or personnel evaluation, he or she may have access to successively higher levels of management. Supervisory personnel or Department Heads will make all reasonable effort to achieve rapid, satisfactory, and productive resolution of problems, complaints, and grievances and shall always assure every employee's right to due process.

A grievance is an employee's written statement that his or her supervisor is improperly or prejudicially applying or failing to apply the personnel rules, regulations and/or procedures of the City. The grievance procedure permits every employee equal access to those individuals who make management decisions. In addition, the grievance procedure provides a standard process for speedy investigation resolution of employee complaints. The grievance procedure shall not be used to resolve differences between employees of like rank.

The employee should always keep in mind the responsibility of the City to its citizens and to the public. It is the responsibility of the employee to assist in discharging this responsibility by contributing to a good working relationship among employees in the City government. In order to minimize disruption of the operation of the City government and damage to the reputation of the City among its citizens, the employee shall use this grievance procedure.

Punitive action shall not be taken against an employee for submitting a grievance in accordance with these guidelines. Employees shall have the right to be represented by legal counsel, should they so choose, at any step of the grievance process. Additionally, a grievance may be withdrawn at any step without prejudice.

Phase 1 Grievances - Supervisors and Department Heads

Within five (5) working days after the cause of the grievance arises or becomes known to the employee, the employee shall submit his or her grievance in writing and in a sealed envelope to the City Hall front office staff to be time and date stamped, logged in, and delivered to the Human Resources Manager. The Human Resources Manager shall present a copy of the written grievance to the employee's supervisor.

It shall be the responsibility of the supervisor to study the grievance and attempt to resolve it within ten (10) working days of it having been submitted. Further discussions with the grievant shall be encouraged. If the grievance cannot be resolved to the satisfaction of both parties within ten (10) working days, the supervisor shall refer it with comments and/or recommendations to the Department Head. If the employee's supervisor fails to resolve or

refer a grievance within ten (10) working days, the employee has three (3) working days to present the grievance directly to the Department Head.

It shall then be the responsibility of the Department Head to study the grievance and attempt to resolve it within ten (10) working days as outlined above. If the grievance cannot be resolved to the satisfaction of both parties within ten (10) working days, the Department Head shall provide the employee and Human Resources Manager with a phase 1 written response to the grievance.

Phase 2 Grievances - City Administrator

Within ten (3) working days from the Department Head's "phase 1" written response or non-response, the employee shall have the right to present the grievance directly to the City Administrator. Upon written request for the employee, the Human Resources Manager shall present a copy of the grievance, any comments and/or recommendations of the employee's supervisor and the Department Head's phase 1 written response to the City Administrator, who then shall hear the matter.

If the grievance cannot be resolved to the satisfaction of both parties within ten (10) working days, the City Administrator shall provide the employee and Human Resources Manager with a "phase 2" written response to the grievance.

Phase 3 Grievances- Appeal Mayor and City Council

Within three (3) working days of receipt of the City Administrator's "phase 2" written response or non-response, the employee shall have the right to elevate his or her grievance to the Mayor and City Council. The employee shall prepare a written appeal request addressed to the Mayor and City Council submitted as outlined in the "phase 1" grievance process to be delivered to the Human Resources Manager.

The employee's written grievance appeal request must contain the following information:

- A request to appeal the grievance to the Mayor and City Council
- A statement of the specific personnel rules, regulations, policies, or procedures that have been violated or misapplied, with the dates and descriptions for such violations or misapplication.
- The specific remedy being sought.

The Human Resource Manager shall submit the employee's written request for appeal with all related documentation including the "phase 1" and "phase 2" written responses to the Mayor. The Mayor shall promptly coordinate a date and time for the City Council to hear the employee's appeal. Once the date and time are set, the Human Resource

Manager shall notify all parties in writing, including the employee, the Department Head and City Administrator, and the Mayor and City Council.

Grievance Appeal Hearing Format

The format for the grievance appeal hearing allows both parties adequate time to present without interruption and also time for the City Council to ask relevant questions.

During the hearing, the employee will make the first presentation and discuss the grievance. The employee shall be allowed to appear before the Mayor and City Council with representation of his or her choice, if desired. The supervisor, Department Head and City Administrator will then make their presentation concerning the grievance.

The Mayor and City Council will then review and discuss the information that has been presented by all parties. If necessary, the Mayor and City Council may request and gather additional documents or request and interview additional witnesses. The City Council shall issue a determination on the case, which shall be final.

Outside of the City's organizational structure, an employee may be able to find assistance with grievances or other employment issues through the Employee Rights and Laws page at the Texas Workforce Commission website.

CHAPTER 8
NON-DISCIPLINARY TERMINATIONS

8.01 RESIGNATION

An employee may leave the employment with the City in "good standing" by submitting a written and signed two (2) week notice to the City Hall front office staff to be time and date stamped, logged in, and delivered to the Human Resources Manager.. The personnel records of any employee who resigned by giving proper notice shall show that the employee resigned of his or her own accord. If the employee fails to provide a satisfactory level of performance, the employee's supervisor or the City Administrator reserves the right to terminate the employee anytime after the resignation has been submitted.

If for three (3) consecutive days an employee fails to report for duty or remain at work as scheduled without proper notification, authorization, or excuse his or her position with the City of Glen Rose will be considered abandoned which constitutes an employee's resignation. Resignation under these conditions will not be considered a resignation in good-standing.

8.02 LAYOFF

An employee may be laid off because of changes in duties, organizational changes, lack of work, or budget cutbacks. Whenever possible, an employee laid off from one City department shall be transferred to a suitable position elsewhere, provided said employee has the appropriate qualifications and job skills dependent on the City's budget and workforce needs. Whenever possible, at least two (2) weeks' notice shall be given to an employee prior to a layoff. Layoffs shall be carried out on the basis of demonstrated job performance and efficiency. Temporary employees shall be laid off before regular employees performing similar duties. A layoff shall not be considered a disciplinary action. Employees laid off may be recalled to their job or another similar job in which they meet the minimum job requirements and qualifications.

8.03 INCAPACITY

An employee may be terminated for medical reasons when the employee no longer meets the standards of fitness required for the position. A finding of incapacity shall be based upon an individual medical determination by a competent physician prescribed by the City Administrator. Termination for incapacity shall not be considered disciplinary action and shall not operate to deny any employee the use of any accrued illness, injury, disability, or other benefits.

8.04 RETIREMENT

Eligible employees may elect to retire from the City service in accordance with applicable retirement programs.

CHAPTER 9
PERSONNEL RECORDS

9.01 PERSONNEL RECORDS MAINTENANCE

(a) Custodian designated. The personnel records of all City employees shall be kept in the custody of the City Secretary.

(b) Employee access. An employee may inspect his/her personnel file, under appropriate supervision, and if any information is believed to be incorrect, the employee may submit a written request to change the information to the City Secretary. If the request is granted, the City Secretary will make the change in the presence of the employee. If the request is denied, the employee may place a statement of disagreement in the file.

(c) Other access. On an "as needed" basis, an employee's personnel file may be reviewed by the administrative staff and elected City officials. The City Secretary may release personal data which is a matter of public record, including the employee's name, positions held, salary range, and dates employed. The City Attorney or TML legal staff should be consulted on requests for additional information.

(d) Segregation of medical records. All employee medical information shall be segregated from other employee records and shall be kept secure from unauthorized access. The City Secretary shall be responsible for ensuring any access to an employee's medical records is consistent with the requirements of the Genetic Information Nondiscrimination Act and the Americans with Disabilities Act.

(e) Privacy protections. Personal data, which is not a matter of public record, may be released only upon written authorization from the employee, unless applicable law requires disclosure. A current or former employee, within fourteen days after being employed or after terminating the employment relationship, may in writing elect to have his address, telephone number, social security number, and family information withheld from public release.

9.02 STATUS CHANGES OR NEW HIRINGS

Supervisors shall submit to the City Administrator recommended changes in the personnel status of their employees or requests to hire new employees prior to making any commitments to either existing employees or prospective new hires.

9.03 PERSONNEL REPORTS

Supervisors shall be responsible for providing the personnel department with all necessary employee reports and records associated with good personnel management for their department. Such records and reports shall include, but not be limited to, employee personal time off (PTO), attendance and overtime records, performance reports, counseling records, change of status documentation, and all types of disciplinary action. Failure to do so may result in formal disciplinary action.

The City Administrator shall prepare such narrative reports, statistical summaries, and other personnel reports as are necessary or desirable to provide useful information to the Mayor and City Council.

CHAPTER 10
TRAVEL POLICY

10.01 APPLICABILITY OF TRAVEL POLICY

This policy is applicable to all City employees, contract employees, and/or elected officials, and applies to all travel on City business outside the City limits and to all travels reimbursements, subject to budget limitations and authenticated expenses.

10.02 AUTHORIZATION REQUIRED

Only the City Administrator may authorize travel leave and expenses for City business outside the City. Only the City Council may authorize travel leave and expenses for City

business outside the State. All travel requests must be approved by the department head and the City Administrator prior to its occurrence, with the exception of any pre-approved classes, training and/or schools for employees that are mandated or recommended for obtaining and maintaining licenses or certification. Department Heads shall prepare a schedule outlining any anticipated travel for training purposes and submit it to the City Council for their information only. Any employee traveling on City business shall leave word with their supervisor as to where they can be reached while out of the City. All travel requests must be submitted on forms provided for that purpose.

10.03 TRANSPORTATION

When travel is required by a City employee or elected official for approved City business, a City vehicle or personal car may be used. However, when travel does not involve an overnight stay, employees shall use a City vehicle, if available, and carpool (if more than one employee is going to the same event), unless another arrangement has been approved by the City Administrator. For travel beyond a two hundred fifty (250) mile radius of the City, air transportation is an option, but to be exercised that option first must be authorized by the City Council.

All approved transportation expenses will be reimbursed as follows:

(a) When a personal vehicle is used for approved City business all travel mileage will be paid at the mileage rate established by the IRS. Detailed maps showing mileage must be submitted at least 2 weeks prior to travel plans. Parking fees will be reimbursed, provided receipts are submitted for payment.

(b) When a City vehicle is used, all expenses incidental to the use of such vehicle (parking, gasoline, oil, repairs, etc.) shall be reimbursed. Receipts will be required.

(c) When air travel is permitted, the cost of such airfare will be prepaid or reimbursed. Additionally, reimbursement will be made for the use of rental cars or taxi or bus fares, provided such expenses are necessary and reasonable. Receipts will be required.

(d) Driving time will be paid as time worked. Supervisors will receive compensatory time at the rate of hour for hour. Driving time must be approved by the City Administrator.

(e) Hourly employees will receive pay at the overtime rate of one and one-half hours per hour of driving time, provided the driving time causes the employee to exceed 40 hours per week worked. All driving time must be approved in advance by the City Administrator.

Personal affairs of the employee can be attended to, but only on the employee's time and with the employee bearing the additional costs of any personal travel outside the realm of the City approved travel. Mileage shown on the travel request form for advance of funds requested must be submitted at least two (2) weeks prior to travel. City vehicles will not be permitted on personal affairs alternate routes.

10.04 FOOD AND LODGING

Whenever authorized by the City Administrator, lodging expenses associated with official City business travel shall be paid with the City credit card for actual expenses incurred. Receipts will be required. Lodging will be reimbursed at single rates unless two or more employees occupy a single room, or otherwise approved by the City Administrator. The City will pay for lodging that is economical and practical that has been charged on the City credit cards with approval. Exceptions must be approved in advance by the City Administrator. Meals not covered with registration fees or otherwise paid for by the City will be covered by per diem based on fifty dollars ($50.00) per day. Per diem request shall be turned in to accounts payable at least two (2) weeks prior to travel dates.

Reimbursement will not be made for personal telephone calls, alcoholic beverages, entertainment expenses, or other sundry items not relevant to the public purpose of the travel, except as provided in Section 10.05 hereafter.

10.05 TRAVEL ADVANCES AND REPORTS

Employees traveling on City business may use a City vehicle, if one is available. City gas cards may be used for business travel. Mileage shall be paid at the IRS rate if a personal vehicle is used. A map with a detailed route is required. All cash advances for mileage shall be submitted to accounts payable on forms provided for that purpose, at least two (2) weeks prior to travel dates.

CHAPTER 11
VEHICLE POLICY

11.01 PURPOSE OF VEHICLE POLICY

The purpose of these vehicle policies is to provide for the safe and effective utilization of the City vehicle fleet through rules, regulations, and procedures.

11.02 APPLICABILITY

These policies shall apply to all City-owned vehicles and persons assigned a vehicle, inclusive of operators and passengers.

11.03 TAKE-HOME VEHICLES

(a) Purpose: City employees are not eligible for take-home vehicles. Only under emergency circumstances may a City employee be allowed to take-home a City vehicle and then only with prior approval by the City Administrator.

(b) Eligibility: An employee must be subject to emergency call-back during off-duty hours to locations other than the employee's normal workstation in order to be eligible for a

take-home vehicle. Emergencies shall include but not limited to a county or City-wide disasters, major circumstances caused by extreme weather conditions i.e., significant flooding events, major snow or ice storms, tornado causing extreme damage to City property, or other incidents that would place the City or its citizens in extreme danger.

(c) Requirements: Take-home vehicles are authorized subject to the following requirements:

(1) Emergency circumstances and then only at the discretion of the City Administrator or Mayor if the City Administrator is unavailable.

(2) By the very nature of their functions, the Police Department and the Public Works Director are exceptions to this policy as long as their residences are located within the City or no more than 5 miles from the City. If a City vehicle is taken home under this provision, it shall only be used for City business.

11.04 VEHICLE LOGS

It will be the responsibility of each operator of a City vehicle or piece of equipment to properly fill out any paperwork associated with the use, mileage, gas or lubricant applications, or any other documentation which may be required from time to time.

CHAPTER 12
PROFESSIONAL TRAINING

12.01 PURPOSE

Professional training is a beneficial, and sometimes necessary, part of the City's operations. Accordingly, in its annual budget the City has designated funds for training and for the travel expenses sometimes associated with that training. This policy has been developed to ensure that expenditures for training serve the best interests of the City, its various departments, and its citizens.

12.02 CRITERIA

(a) Expenditures for training and travel shall be limited to the amounts included in the annual budget.

(b) Departmental training and travel funds shall be reserved solely for the use of employees assigned to that department.

(c) All requests for training and travel funds shall be submitted in writing and shall either be originated or approved by an employee's immediate supervisor, then, shall be submitted to the department head for approval, and shall be submitted to the city administrator for final approval before any funds may be expended. A description of

the training being sought and the reason the training is being sought shall be included in the request.

(d) Employees are encouraged to submit requests for training funds early in the budget year to allow management an opportunity to weigh competing requests for the funds that are available.

(e) Unless otherwise approved by the City Council, when training funds are requested, the training to be acquired must be consistent with the duties included in an employee's job description.

12.03 APPEAL

Should funding be available and a request for training be denied, the matter may be appealed following the process and described in Section 7.08.

12.04 CROSS TRAINING

(a) Should a department head or the city administrator believe it would be beneficial for the City to provide an employee with training outside of the employee's job description, the request for training funds must be submitted to the Council for approval before any funds may be expended.

(b) This policy is not intended to limit in-house cross training.

CHAPTER 13
DRUG FREE WORKPLACE POLICY

13.01 PURPOSE

The City recognizes that drug and alcohol abuse ranks as one of the major health problems in the world and adversely affects an employee's performance and safety on the job. It is necessary and required by law for the City to provide a drug free and alcohol-free workplace that will foster safety and productivity and to provide education and treatment to employees. To further this objective, the following rules regarding alcohol and illegal drugs in the workplace have been established.

13.02 GENERAL POLICY STATEMENT

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

13.03 APPLICATION OF POLICY

This policy applies to all City employees regardless of rank or position and includes temporary and part-time employees.

13.04 PRE-EMPLOYMENT SCREENING

(a) **Test Required.** As a public employer, the City is entrusted with protecting the health and safety of its citizens. This obligation includes ensuring that public safety is not endangered as a result of drug use by City employees. In keeping with this obligation, individuals who seek employment with the City for a position that has been identified as a safety or security sensitive position will be required to submit to pre-employment drug and alcohol tests. All such tests will be conducted under the supervision of the City's designated physician or testing facility.

(b) **Positive Test.** An applicant with a confirmed positive test for alcohol, or for any drug, legal or illegal, for which he or she does not have a valid medical prescription, will not be considered for employment. The applicant may be considered for employment and re-testing after a period of twelve (12) months.

(c) **Consent.** All job applicants for positions that have been identified as safety or security sensitive positions will be required to sign a consent form authorizing pre-employment drug and alcohol testing and the use of test results in employment decisions. Applicants who refuse to sign the consent form will not be considered for employment.

13.05 REASONABLE SUSPICION TESTING OF CURRENT EMPLOYEES

(a) Test required. When a department head has a reasonable suspicion that an employee, at work or when reporting to work, appears to be under the influence of alcohol or illegal drugs, or is otherwise impaired and therefore may be impaired or unfit for duty, the employee will be required to consent to a drug and alcohol test.

(b) Reasonable suspicion. Circumstances which constitute a factual basis for determining reasonable suspicion may include, but are not limited to:

(1) Direct observation of drug or alcohol use or possession.

(2) Possession of drug paraphernalia.

(3) Observation of physical symptoms of drug or alcohol use, such as slurred speech, red watery eyes, dilated pupils, drowsiness, or sleeping.

(4) Sudden, unexplained personality changes, drastic mood swings, or changes in personal habits, including inattention to personal hygiene or frequently borrowing money.

(5) Documented deterioration of an employee's job performance, which may include excessive absenteeism or tardiness.

(6) Information provided by a reliable or credible source which is independently corroborated.

(7) Involvement in accidents or injuries in which obvious precautions were not taken, improper or careless orders were given, or an unusually reckless attitude is present; and/or

(8) Arrest or conviction for drug or alcohol related offense on or off the job, or the identification of an employee as the focus of a criminal investigation into illegal drug use, possession, or trafficking.

(c) Reasons for reasonable suspicion shall be documented. In establishing a basis for reasonable suspicion, the supervisor will interview the employee about possible causes for the observed behavior and will describe the incident in writing. This process will serve to document the circumstances leading to the conclusion that a test for the presence of an illegal drug or alcohol is warranted.

(d) Review of documentation. Once the initial interview and written description has been completed, the supervisor must contact the City Administrator or his designee for a review of the documentation. The City Administrator must concur with the supervisor's recommendation before a drug and alcohol test is performed. Outside of regular working hours, or if the City Administrator is not available, a supervisor may order an employee to submit to an immediate drug and alcohol test, pursuant to the guidelines in this article. The City Administrator must be notified of the testing at the earliest opportunity, and all records relating to the incident will be maintained by the personnel department.

13.06 CONDUCTING DRUG AND ALCOHOL TESTS

(a) Consent form. Employees required to submit to a drug or alcohol test will be required to sign a consent form provided by the City Secretary. Refusal to sign the consent form shall be considered a refusal to take a drug or alcohol test.

(b) Testing facility. All drug and alcohol tests will be conducted under the supervision of the City's designated physician or testing facility. Testing will be performed using a specimen of urine, other bodily fluid, hair, or any other matter suitable for testing. Collection of specimens, delivery of specimens to a laboratory, and laboratory testing will be conducted in accordance with relevant security-related provisions of the Mandatory guidelines for Federal Workplace Drug Testing Programs (also known as the "NIDA" rules).

(c) Establishing positive results. A two-stage process will be used to establish positive test results. A preliminary screening will be performed on all specimens, using the "EMIT"

test or a comparable process. All positive drug screens will be confirmed by the use of the gas chromatography/mass spectrometry (GS/MS) method. The finding of any of the following substances in a serum specimen at the levels shown or in greater amounts will be considered a "positive" test:

Substance	**Cut-Off Level**
Alcohol	0.02% weight per volume
Amphetamines	300 ng/L
Barbiturates	300 ng/L
Benzodiazepine	300 ng/L
Cocaine, Metabolites	300 ng/L
Marijuana	40 ng/L
Methadone	300 ng/L
Opiates	300 ng/L
PCP	75 ng/L
Propoxyphene	300 ng/L

(d) Prescription medicine. In the event a positive finding may have been caused by the use of a prescribed medication, the tested person will be given the opportunity to confer with the supervising physician, and to present a current prescription for a medication that caused the positive test result. If the physician finds the prescribed medication to be the legitimate cause of the test result, the overall test results will be reported to the City as "negative," and the person shall not be subject to any adverse action.

(e) Re-testing. An employee or applicant who tests "positive" using the GS/MS method may request a re-test of the original sample at the employee's own expense. An employee's request for a re-test must be made in writing to the department head within three (3) working days of receipt of the test results. Applicants must submit a written request for re-testing to the City Administrator or his designee within three (3) working days of receipt of the test results. Re-testing may be performed by the same laboratory or by a second laboratory that meets certification by the National Institute on Drug Abuse (NIDA) and which has been accredited as a forensic urine drug testing laboratory by the College of American Pathologists.

13.07 CONSEQUENCES OF REFUSING TEST OR TESTING POSITIVE

(a) Positive test. Any current employee who tests positive for the presence of illegal drugs or alcohol in a reasonable suspicion of post-accident drug and alcohol test shall be subject to discipline, including dismissal.

(b) Refusal. Employees who refuse to submit to a drug and alcohol test required pursuant to this article shall be subject to discipline, including dismissal.

13.08 SELF-DECLARATION AS A SUBSTANCE ABUSER

(a) Participation in City Employee Assistance Program**.** Any employee may identify himself or herself at any time as an abuser of drugs or alcohol and voluntarily through a recognized treatment program approved by the City, seek counseling and rehabilitation. In these instances, the employee will be permitted the use of available leave. Employees undergoing treatment will be required to authorize disclosure of their progress in treatment to the City Administrator or his designee. Employees who fail to actively participate in and comply with the rules of the rehabilitation program will be subject to immediate revocation of their leave and dismissal from employment.

(b) May not be used to avoid drug or alcohol testing. This section is not intended to provide a means for an employee to avoid any required drug and alcohol testing. Once the process of establishing a reasonable suspicion has been initiated, or an accident or injury has occurred, and employee may not seek treatment in an effort to avoid testing and possible disciplinary action, including dismissal.

13.09 DRUG OR ALCOHOL CONVICTIONS

(a) Notification required**.** Any employee who is convicted of any criminal activity involving the illegal use of drugs or alcohol must notify his or her supervisor no later than five (5) days after a conviction. Failure to do so may result in disciplinary action, including dismissal.

(b) Conviction during working hours. Employees who plead guilty or nolo contendere to a violation of criminal drug and alcohol statutes which occurred during working hours shall be dismissed from employment.

(c) Other convictions. Except as provided by Subsection (b), employees who are convicted under any drug or alcohol statute may be allowed to remain employed by the City depending on the circumstances of their arrest and conviction and the nature of their position with the City. Continued employment with the City will be contingent upon the employee's active participation in a recognized treatment program and the employee's work performance. Any convicted employee who is allowed to remain employed will be subject to periodic testing as provided in Sections 13.05 and 13.11.

13.10 EMPLOYEE ASSISTANCE

(a) Referral. The City will provide employees with referral for assistance in resolving or accessing treatment for addiction to or dependence on, illegal drugs or alcohol. The cost of treatment, counseling or rehabilitation resulting from referral will be the responsibility of the employee. The City's group health plan may provide benefits for substance abuse treatment.

(b) Leave for treatment. Employee assistance activities, such as referral appointments, will be treated on the same basis as other personal business or health matters with regard to use of PTO.

13.11 FOLLOW-UP TESTING OF KNOWN SUBSTANCE ABUSER

Employees who have completed a drug or alcohol rehabilitation program will be subject to periodic unscheduled testing for a period of two (2) years after completion of the program. Employees who successfully complete treatment for use of drugs or alcohol and subsequently are found during working hours to be in possession of or under the influence of alcohol or drugs, or who test positive at any time will be subject to dismissal from employment.

13.12 DISCLOSURE OF PRESCRIPTION OR OVER-THE-COUNTER DRUG USE

(a) Notification required. The City recognizes that employees may from time to time need to take prescription or over-the-counter medications that may cause the effects of light-headedness, weakness, dizziness, drowsiness, sedation, loss of coordination, disorientation, or other comparable side effects. The employee is required to notify his or her supervisor prior to reporting for duty if the employee's performance is compromised or diminished from use of prescription or over-the-counter drugs. It is the responsibility of employees to request reassignment to other duties, if needed, for the duration of impairment, or to request the use of available leave.

(b) Failure to notify. Employees who fail to notify their supervisor of such impairment, and who continue to work, may be required to take available leave, or to perform other assignments, and may be subject to disciplinary action if supervisory intervention is required.

13.13 EMPLOYEES ON STAND-BY OR SUBJECT TO CALL-BACK

(a) On-call employees. Employees who are designated for "on-call status" are expected to be free of illegal drugs, and available to report to work for the duration of their on-call status. "On-call" employees who fail to report to a call to duty, or who report for duty under the influence of drugs or alcohol, may be subject to drug and alcohol testing and discipline, including dismissal.

(b) Emergency duty. The City recognizes that in emergencies, employees who are not designated for call-back may be requested to report for unexpected duty. The supervisor shall ask any employee who is called back for emergency duty if he or she is fit for duty. Employees who may be under the influence of alcohol or legally obtained medication must report this fact to their supervisor before reporting for duty. Based on this report, the supervisor and employee may jointly decide whether the employee may perform requested duties while under such influence. In no event, however, will employees reporting to emergency duty under the influence of drugs, alcohol or legally obtained medication be allowed to operate vehicles, machinery or mobile equipment.

Employees may decline calls for emergency duty because of off-duty use of alcohol or legally obtained drugs. In this event, the employee will not be subject to any disciplinary action or penalty.

13.14 OFF-DUTY CONDUCT

It is not the City's intent to intrude upon the private lives of its employees. The City does, however, reserve the right to take disciplinary action, up to and including dismissal, in the event that an employee's off-duty involvement with illegal drugs or alcohol is damaging to the City's reputation or business, or interferes with the employee's job duties.

13.15 SEARCHES

When reasonable suspicion, as defined by this article, exists, the City reserves the right to conduct unannounced searches for unauthorized substances anywhere on City property, including but not limited to lockers, desks, file cabinets, City vehicles. All such searches must be authorized and conducted under the direction of the City Administrator, and the grounds for suspicion must be described in writing prior to the search. Employees who refuse to cooperate during such unannounced searches shall be subject to disciplinary action, including dismissal.

13.16 TRANSPORTATION

In the event an employee is dismissed from his or her daily duties due to a drug test, they will not be allowed to drive themselves to their residence. If a family member or friend is unavailable to transport the employee, the supervisor and one other employee will transport the employee to their residence.

CHAPTER 14
CONFIDENTIAL AND PROPRIETARY INFORMATION POLICY

14.01 SCOPE

This policy affects all City employees, officials, board members, contractors, and volunteers who, due to their relationship with the City, may have access to confidential information.

14.02 TYPES OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Confidential and proprietary information is secret, valuable, and often can be easily replicated and transmitted. Common examples of confidential information are:

(a) Unpublished financial information;

(b) Data of Customers/Partners/Vendors;

(c) Customer and Vendor lists and contact information;

(d) Data entrusted to the City by external parties;

(e) Passwords or combinations; and,

(f) Documents and processes explicitly marked as confidential.

Employees may have various levels of authorized access to confidential proprietary information.

14.03 WHAT EMPLOYEES SHOULD DO:

(a) Lock or secure confidential information at all times;

(b) Turn confidential documents over to the City Secretary when they are no longer needed;

(c) Make sure they only view confidential information on secure devices;

(d) Only disclose confidential information to other employees, officials, board members, contractors, and volunteers when it is necessary for appropriate municipal purposes; and,

(e) Keep confidential documents inside City premises and on City devices unless it is absolutely necessary to do otherwise and, then, only after proper authorization has been obtained; and,

(f) When their employment relationship with the City ends, transfer any files, documents, papers, flash drives, electronic media, passwords and combinations, vendor and contact lists or any other municipal information or material in their possession to their supervisor and delete any City information from all their personal devices.

14.04 WHAT EMPLOYEES SHOULD NOT DO:

(a) Use confidential or proprietary information for any personal benefit or profit;

(b) Make copies of confidential documents and files for personal use or store them on insecure devices;

(c) Disclose confidential information to any person, including relatives, friends, and business and professional associates outside of the City for any unofficial or unauthorized purposes whatsoever; or,

(d) Publish confidential information on social media or in print or by any other means whatsoever.

14.05 CONSEQUENCES FOR VIOLATIONS

Employees who do not adhere to this Confidential Information Policy may face disciplinary and, possibly, legal action.

The City will investigate every breach of this policy. Any employee who willfully breaches the City's confidentiality guidelines for personal profit will be terminated. Any unintentional breach of this policy depending on its frequency and seriousness will be disciplined up to and including termination.

The obligation to guard the City's confidential and proprietary information persists even after an individual's employment relationship with the City has ended..

CHAPTER 15
MISCELLANEOUS PROVISIONS

15.01 ACTIVITY REPORTS

The City Administrator and all Department Heads shall provide monthly reports on activities within the sphere of their authority to the City Secretary for inclusion in the monthly Council packet by the Monday prior to the regular monthly Council Meeting.

15.02 PROPERTY CONTROL

(a) No City employee shall use City equipment in the conduct of his or her personal affairs.

(b) Postage, stationery, office supplies and copy machines are to be used only in the transaction of City business unless authorized by the City Administrator.

(c) All gasoline obtained from City pumps shall be properly logged. An accounting of all gasoline purchased and used by the City shall be made and reports of usage filed.

(d) No City employee, contract employee, or elected official shall use a municipal credit card for personal purchases or expenses.

15.03 ORDERING UTILITY SERVICES

Departmental requests for new electric, gas and telephone utility installations or additional services must be approved in advance by the City Administrator.

15.04 PURCHASES

No purchases shall be made in the name of the City by any employee except as authorized by the City Administrator. No purchases shall be made in the name of the City by an elected official, except to secure lodging in connection with a municipal conference or municipal training sessions. For all purchases, employees must submit receipts and signed authorizations indicating which budget categories the charges are to be assessed against the City's accounts payable staff.

15.05 HOUSEKEEPING DUTIES

Supervisors shall be responsible for maintaining neat, sanitary and orderly office spaces, working areas, yards and grounds.

15.06 SAFETY

Supervisors shall be responsible for preparing and promulgating safety procedures applicable to all personnel and operations under their control. Each employee is required to adhere to all safety procedures set forth by the City, State, and federal agencies. It is the obligation of all employees to report any unsafe conditions to the appropriate supervisors and to inform their supervisor of any on-the-job injury or accident.

15.07 BREAKS

It is the policy of the City to allow two (2) fifteen (15) minute breaks, between 10:00 and 10:30 AM and 3:00-3:30 PM, at the discretion of the supervisor. One (1) break is to be taken in the morning and the other in the afternoon. Breaks shall be taken at convenient times without leaving an employee's duties or telephone unattended. Breaks are not to be considered an employee's right, but a privilege. At no time will breaks accumulate for later use or take precedence over the work situation on any given day.

15.08 LUNCH BREAKS

The scheduling of employee lunch periods will be determined by the supervisor to facilitate serving the public and permitting efficient department operations. Lunch periods shall not exceed one (1) hour in length except for approved business lunches, in which case the employee shall return to work within a reasonable time upon completion of the business lunch. City vehicles will not be allowed out of the City limits for employee lunch breaks. Unless otherwise authorized by the employee's supervisor, employees who are expected to be available for duty between eight (8) and five (5) shall be required to take a one (1)

hour unpaid lunch break. Anyone working more than six (6) hours during a day must take at least a thirty (30) minute unpaid lunch break.

15.09 TELEPHONE AND DATA EQUIPMENT USAGE

Telephones should be answered promptly and courteously. City phone and data equipment and services are intended for City business use. Brief and occasional personal use is acceptable as long as it does not result in expense to the City or degrade performance. These services may not be used to send chain letters, engage in personal or private business activities, or send, receive, or access pornographic material. Employees have no right to privacy when using these systems, and all records stored on them are subject to Open Records requests. All personal calls shall be limited so as not to interfere with City business. Personal Cell phone usage during work hours should be kept to a minimum.

15.10 NEWS RELEASES

All news releases by City employees will be approved by the Mayor or City Administrator prior to their release.

15.11 PROFESSIONAL MEMBERSHIPS & SUBSCRIPTIONS

The City will participate in the cost of professional memberships and subscriptions for elected officials and employees. Requests for memberships and subscriptions must be approved by the Mayor or City Administrator prior to participation.

15.12 UNAUTHORIZED OR IMPROPER USE OF OFFICIAL BADGE OR UNIFORM

Any official or employee whose duties involve the use of a badge, card, uniform or clothing insignia as evidence of authority or for identification purposes shall neither permit such badge, card, uniform or insignia to be used or worn by another person who is not authorized to use or wear same, nor permit same to be out of his or her possession without good cause or approval of the City Administrator. Such badge, card, uniform or insignia shall be used only in the performance of the official duties of the position to which they relate or as may be otherwise approved by the City Administrator.

15.13 SMOKING IN THE WORKPLACE

In keeping with the City's intent to provide a safe and healthy work environment, smoking in the workplace is prohibited. City employees may not smoke in any enclosed City owned building, facility or vehicle.

15.14 AIDS IN THE WORKPLACE

The City recognizes that many employees with life-threatening illnesses desire to lead normal lives, which includes working as long as their health permits. Employees with Auto-Immune Deficiency Syndrome (AIDS) or other life-threatening illnesses are entitled

to the same employment benefits as are other City employees who have medical problems and the City will make reasonable job accommodations where necessary. Employees with AIDS will be allowed to work as long as they perform their job duties and the illness presents no threat to themselves, other employees, or the general public. The City will reserve the right to require an employee to undergo a medical examination by a doctor chosen by the City whenever there is a question of an employee's fitness to work. Every effort will be made by the City to counsel both the employee with AIDS and his or her co-workers.

15.15 DRIVER INSURABILITY

Employees whose positions require the operation of a motor vehicle are expected to obey all traffic laws and avoid accidents at all times, even when driving their own vehicles during non-working hours. Failure by such employees to maintain a driving record satisfactory to the City's general liability insurance carrier shall be deemed a violation of this policy and shall subject the employee to dismissal. Under most liability insurance policies, one of the offenses that is certain to result in the employee's disqualification from coverage is conviction for driving while under the influence of alcohol or drugs.

15.16 PROFESSIONAL WORK ENVIRONMENT

The City is committed to providing a professional work environment for its employees. Should an employee observe or experience a pattern of unprofessional conduct within the workplace, the employee should report the same in writing to his or her supervisor, or if the employee's supervisor is the source of the unprofessional conduct, the report may be presented to the next link in the chain of command.

15.17 RETURN OF CITY INFORMATION, EQUIPMENT AND PARAPHERNALIA

When someone's employment relationship with the City comes to an end, that individual shall be required to comply with the requirements of the City's Confidential and Proprietary Information Policy, return all City provided uniforms, supplies, keys, credit cards, and equipment and convey any passwords needed to access City equipment or service providers, prior to his or her final paycheck being issued.

RESOLUTION # 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS, ADOPTING AN AMENDED PERSONNEL POLICY.

WHEREAS, the City of Glen Rose (City) began the process of adopting a Personnel Policies Manual (AKA Personnel Policy) on December 12, 1989, and completed the process on January 9, 1990;

WHEREAS, the Personnel Policies Manual was included in Chapter 7, Section 1 of the City's 1990 Code of Ordinances and in Section 9.01.001 of the City's Code of Ordinances adopted on July 10, 2017;

WHEREAS, Section 9.01.001 of the City's Code of Ordinances makes provisions for "amendments as may be subsequently approved by the city council";

WHEREAS, when amendments to the City's Personnel Policy were being discussed at the March 8, 2022 City Council meeting, the City Council decided to take up the matters of overtime, comp time, tuition reimbursement, and certification pay at the April 12, 2022 Council meeting; and,

WHEREAS, in keeping with the provision found in Section 1.05 of the Personnel Policy, on March 9, 2022 a memo was prepared and subsequently distributed to staff advising them that amendments to the Personnel Policy concerning overtime, comp time, tuition reimbursement, and certification pay would be presented to the City Council for action at a meeting on April 12, 2022;

NOW, THEREFORE, BE IT RESOLVED THAT CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS HEREBY:

Amends the City's Personnel Policy by incorporating the changes agreed upon at the April 12, 2022 Council meeting and adopts Exhibit "A", The City of Glen Rose Personnel Policy so amended, as the official policy of the City with regard to personnel administration.

PASSED AND APPROVED this 12th day of April, 2022.

ATTEST: **Julia Douglas, Mayor**

Rosario Sosol-Lihaut, Deputy City Secretary

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on adopting an Ordinance Designating "No Parking" zones on Robin, College, and Lake View Streets in the vicinity of 3 B Beers, Brats, and Burgers. (Harris)		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Ordinance Designating "No Parking" Zones on Robin, College, and Lake View Streets; Picture of Area Under Consideration		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

In response to complaints about the parking situation on the streets near 3 B Beers, Brats, and Burgers making the area impassible for emergency vehicles, Councilwoman Harris has asked that the Council consider designating "No Parking" zones on one side of Robin, College, and Lake View Streets in the vicinity of said restaurant.

RECOMMENDED ACTION:

ORDINANCE NO. 2022.04.12A

AN ORDINANCE OF THE CITY OF GLEN ROSE, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 12 "TRAFFIC AND VEHICLES", SECTION 12.04 "PARKING STOPPING AND STANDING", DIVISION 2 "PARKING SCHEDULE", SUBSECTION 041 "NO PARKING ZONE", TO DESIGNATE NEW "NO PARKING" ZONES ON ROBIN, COLLEGE, AND LAKE VIEW STREETS; ESTABLISHING A PENALTY OF A FINE NOT TO EXCEED TWO HUNDRED DOLLARS ($200.00) FOR EACH OFFENSE; PROVIDING A SAVINGS/REPEALING CLAUSE, A SEVERABILITY CLAUSE, AND A PROPER NOTICE, MEETING, AND QUORUM CLAUSE; REQUIRING PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Glen Rose is a Type A General Law Municipality;

WHEREAS, pursuant to §541.002(3) of the Texas Transportation Code (TTC) a municipality is a "local authority";

WHEREAS, pursuant to §541.302 of the TTC a "'Highway or street means the width between the boundary lines of a publicly maintained way any part of which is open to the public for vehicular travel";

WHEREAS, pursuant to §542.201 of the TTC a local authority may regulate traffic in a manner that doesn't conflict with provisions in the TTC "Rules of the Road" subtitle;

WHEREAS, pursuant to §542.202 of the TTC the "Rules of the Road" subtitle "does not prevent a local authority, with respect to a highway under its jurisdiction and in the reasonable exercise of the police power, from...regulating the stopping, standing, or parking of a vehicle";

WHEREAS, Robin, College, and Lake View Streets are narrow, residential streets;

WHEREAS, the City has received complaints of said streets becoming inaccessible to emergency vehicles due to customers of 3B Beers, Brats, and Burgers parking on both sides of said streets; and,

WHEREAS, the City Council has determined for the good government, peace, and order of the municipality, to establish "No Parking" zones on one side of Robin, College, and Lake View Streets in the area where congestion is occurring;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS:

SECTION 1 (OF 7)
INCORPORATION OF RECITALS

All of the above recitals are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2 (OF 7)
AMENDING SEC. 12.04.041
"NO PARKING ZONES" TABLE

The Table located in Chapter 12 "Traffic and Vehicles", Section 12.04 "Parking Stopping and Standing", Division 2 "Parking Schedules", Subsection 12.04.041 "No Parking Zones" shall be amended to add the following: (Street) Robin Street; (Location) The south side of the street; (Ordinance No.) 2022.04.12A; (Street) College Street, (Location) The north side of the street from NE Barnard Street to Lake View Street; (Ordinance No.) 2022.04.12A; (Street) Lake View Street; (Location) The west side of the street from Robin Street to College Street; (Ordinance) 2022.04.12A.

SECTION 3 (OF 7)
PENALTY

That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the City's Code of Ordinances (CCO), as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars ($200) for each offense.

SECTION 4 (OF 7)
SAVINGS/REPEALING CLAUSE

Chapter 12 of the CCO shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5 (OF 7)
SEVERABILITY CLAUSE

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Glen Rose hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6 (OF 7)
PROPER NOTICE, MEETING, AND QUORUM CLAUSE

It is hereby officially found and determined that the meeting at which this Ordinance was adopted by majority vote of the City Council of the City of Glen Rose, Texas was open to the public; that public notice of the time, place, and purpose of the meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code; and, that a quorum was present pursuant to Section 22.039 of the Texas Local Government Code.

SECTION 7 (OF 7)
EFFECTIVE DATE

This Ordinance shall take effect immediately after its passage and publication in the City's official newspaper.

PASSED AND APPROVED this the 12th day of April, 2022.

APPROVED:

_____
Julia Douglas, Mayor

ATTEST:

_____

Rosario Sosol Lihaut, Deputy City Secretary

144
3B Beers, Brats, and Burgers
College Ave
Robin St
Lake View St
Lake View St

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding request from the Lamure's to purchase Elm Street right-of-way between 101 NE Vine and 106 SW Vine.		
PREPARED BY:		**DATE SUBMITTED:**	
EXHIBITS:	Request to place item on the agenda		
BUDGETARY IMPACT:	**Required Expenditure:**	$00.00	
	Amount Budgeted:	$00.00	
	Appropriation Required:	$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			

REQUEST TO PLACE ITEM ON CITY COUNCIL AGENDA

The City of Glen Rose welcomes constructive input from interested citizens. Please complete this form if you wish to have an item placed on the agenda for a regular City Council meeting. The deadline for placing an item on the agenda is one week prior to the regular meetings which are held the second Monday of every month. In order for the City Council to fully understand your item, have a productive discussion, and insure efficient council meetings, it is important that you describe the item with as much detail as possible and include any supporting documentation so that it may be included in the Council's meeting packets. You may use additional blank pages for item description. If you have any questions, contact the City Secretary at 254-897-2272.

Full Name: Stephen & Dana LaMore **Mailing**

Address: 1378 CR 327, Glen Rose Tx 76043 **Phone**

Number: 214-641-2643 **Fax Number** _____ **Email:**

slamure@dominuscommercial.com

Are additional sheets or supporting materials attached? X **Yes** ____ **No**

I request that this item be placed on the agenda for the 4/12/22 **City Council meeting.**

Description of Item: Discussion & possible action on purchasing the Elm street Right of way between 101 NE Vine & 106 SW Vine Street.

Sponsoring Councilperson (*if applicable*) _____

(Use additional pages if needed)

Certification: I understand that the City Council retains the right to set the items for discussion at its meetings and further understand that my request will not be automatically placed on an agenda or may even be denied. I also understand that I may be requested to present additional information on my item, asked to consult with the appropriate City department, or take other action before my request is considered. I agree to attend the meeting at which my item may appear and make a presentation and/or answer questions.

Signature: _____ Date: 4/5/22

SCALE 1"=50'
BEARINGS BASED ON SPCS NAD83 TNCZ
CSF=0.9999471

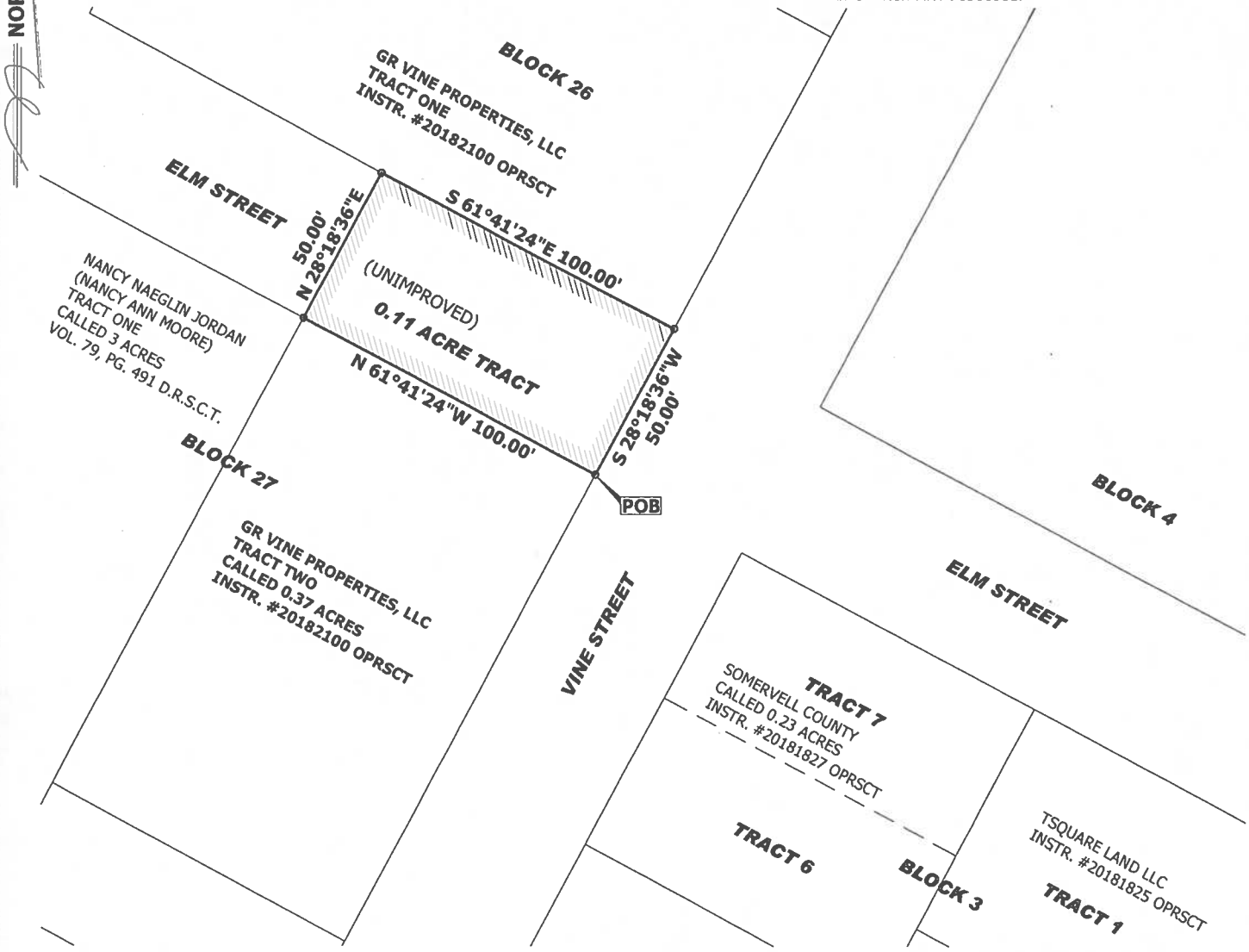
50' 0 50' 100'

PLAT NO. G85-190221-1P, OT_BLK_3.CRD, OT_BLK26_BLK27_EL

ACCORDING TO FEMA FIRM PANEL NO. 48425C0040 C, EFFECTIVE DATE 04/03/1995, SUBJECT PROPERTY IS OUTSIDE THE LIMITS OF THE 100 YEAR FLOODPLAIN.

UTILITIES SHOWN REFLECT ONLY THOSE THAT WERE VISIBLY APPARENT AND FOUND DURING THE COURSE OF THE SURVEY OR EASEMENT DESCRIPTIONS FURNISHED TO US PRIOR TO THE SURVEY.

THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE CONVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.



SOMERVELL COUNTY, TEXAS
BLOCK 57 MILAM COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 136

A Survey of

100 FOOT PORTION OF ELM STREET, WEST OF VINE STREET AND BOUNDED BY BLOCK 26 AND BLOCK 27, ORIGINAL TOWNSITE OF GLEN ROSE, SOMERVELL COUNTY, PLAT RECORDED IN VOLUME 2, PAGE 71, OF THE DEED RECORDS, SOMERVELL COUNTY TEXAS.

for

GR VINE PROPERTIES LLC

STATE OF TEXAS
REGISTERED
DAVID F. LYONS JR.
5649
PROFESSIONAL
LAND SURVEYOR

CLEAR FORK SURVEYING
& MAPPING CO., INC.
"Thou Shalt Not Remove Thy Neighbor's Landmark" Deut. 19:14
P.O. BOX 249
GLEN ROSE, TX 76043
254.897.3910

Platted on 08/14/2019
David F. Lyons Jr. R.P.L.S. No. 5649
Firm No. 10083201

Clear Fork Surveying & Mapping Co., Inc.
P.O. Box 249
103 NE Vernon Street
Glen Rose, Texas 76043

0.11 ACRE TRACT

A tract of land containing 0.11 acres in the Original Town of Glen Rose, Somervell County, Texas, plat recorded in Volume 2, Page 71 of the Deed Records of Somervell County, Texas, being a 50 foot by 100 foot strip of the unimproved part of Elm Street on the west side of Vine Street and being bounded by Block 26 and Block 27 of the Original Town of Glen Rose;

Beginning at a 5/8 inch iron rod found at the northeast corner of Block 27 of the Original Town Glen Rose, the northeast corner of a called 0.37 acre tract, described as Tract Two in the deed to GR Vine Properties, LLC, recorded in Instrument No. 20182100 of the Official Public Records of Somervell County, Texas, and being at the intersection of the south line of Elm Street and the west line of Vine Street

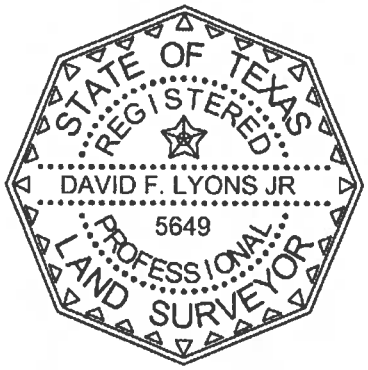
Thence North 61 degrees 41 minutes 24 seconds West with the south line of Elm Street and the north line of said 0.37 acre tract for a distance of 100.00 feet to the northwest corner of said 0.37 acre tract;

Thence North 28 degrees 18 minutes 36 seconds East for a distance of 50.00 feet to a point in the north line of Elm Street and being in the south line of a tract described as Tract One in the deed to GR Vine Properties, LLC, recorded in Instrument No. 20182100 of the Official Public Records of Somervell County, Texas;

Thence South 61 degrees 41 minutes 24 seconds East with the north line of Elm Street and the south line of said Tract One for a distance of 100.00 feet to a 5/8 inch iron rod found at the southeast corner of said Tract One and the intersection of the north line of Elm Street and the west line of Vine Street and;

Thence South 28 degrees 18 minutes 36 seconds West with the west line of Vine Street for a distance of 50.00 feet to the point of beginning.

Platted on March 11, 2019.



David F. Lyons Jr.
Registered Professional Land Surveyor
RPLS No. 5649

City of Glen Rose
Dinosaur Capital of Texas

CONSENT FOR CLOSURE OF ALLEY / EASEMENT / STREET

DATE: 4-5-22

OWNER(S): GR Vine Properties, LLC; Steve LaMure

ADDRESS: 101 NE Vine Street
Glen Rose TX 76043

LOT: G0500

BLOCK: S 1/2 of 26

PHONE NO.: (214) 641-2643

ADDITION: Glen Rose Townsite

I/We, the undersigned owner(s) of property abutting any remaining such alley/easement/street as far as the first cross street, named and described in Exhibits "A" and "B", **do hereby consent** to such vacation and/or abandonment and closure, and do hereby release the City of Glen Rose from all claims for damages arising or growing out of such vacation and/or abandonment. **NOTE:** (Include the names and signatures of all owners of the property. If a husband and wife own property jointly, **both** must sign, and signatures must be notarized).

OWNER

OWNER

-OR-

I/We the undersigned owner(s) of the adjacent/underlying property and **do hereby not consent** to the vacation and/or abandonment and closure. Reason I/We do not consent: _____

OWNER

OWNER

THE STATE OF TEXAS §
§
COUNTY OF SOMERVELL §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Stephen LaMunn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of April, 2022

(Seal)

MELISSA DAWN WILLIS
Notary Public, State of Texas
Comm. Expires 02-24-2023
Notary ID 130128645

Melissa Willis
Notary Public in and for Somervell, Texas

THE STATE OF TEXAS §
§
COUNTY OF SOMERVELL §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

(Seal)

_____
Notary Public in and for Somervell County, Texas

City of Glen Rose
Dinosaur Capital of Texas

CONSENT FOR CLOSURE OF ALLEY / EASEMENT / STREET

DATE: 4-5-22

OWNER(S): GR Vine Properties, LLC Steve LaMure

ADDRESS: 104 SW Vine Street LOT: 60500 Tract 2
Glen Rose TX 76043 BLOCK: Pt of 27

PHONE NO.: (214) 641-2643 ADDITION: Glen Rose Townsite

I/We, the undersigned owner(s) of property abutting any remaining such alley/easement/street as far as the first cross street, named and described in Exhibits "A" and "B", **do hereby consent** to such vacation and/or abandonment and closure, and do hereby release the City of Glen Rose from all claims for damages arising or growing out of such vacation and/or abandonment. **NOTE:** (Include the names and signatures of all owners of the property. If a husband and wife own property jointly, **both** must sign, and signatures must be notarized).

OWNER

OWNER

-OR-

I/We the undersigned owner(s) of the adjacent/underlying property and **do hereby not consent** to the vacation and/or abandonment and closure. Reason I/We do not consent: _____

OWNER

OWNER

THE STATE OF TEXAS §
§
COUNTY OF SOMERVELL §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Stephen Lamvre known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of April, 2022

MELISSA DAWN WILLIS
Notary Public, State of Texas
Comm. Expires 02-24-2023
Notary ID 130128645

Melissa Willis
Notary Public in and for Somervell, Texas

THE STATE OF TEXAS §
§
COUNTY OF SOMERVELL §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

(Seal)

_____
Notary Public in and for Somervell County, Texas

City of Glen Rose
Dinosaur Capital of Texas

CONSENT FOR CLOSURE OF ALLEY / EASEMENT / STREET

DATE: 4-5-22

OWNER(S): GR Vine Properties LLC Steve Lamure

ADDRESS: ~~1625~~ 106 SW Vine Street LOT: 60500 Tract 1-1
Glen Rose TX 76043 BLOCK: PT of 29

PHONE NO.: (214) 641-2643 ADDITION: Glen Rose Townsite

I/We, the undersigned owner(s) of property abutting any remaining such alley/easement/street as far as the first cross street, named and described in Exhibits "A" and "B", **do hereby consent** to such vacation and/or abandonment and closure, and do hereby release the City of Glen Rose from all claims for damages arising or growing out of such vacation and/or abandonment. **NOTE:** (Include the names and signatures of all owners of the property. If a husband and wife own property jointly, **both** must sign, and signatures must be notarized).

OWNER

OWNER

-OR-

I/We the undersigned owner(s) of the adjacent/underlying property and **do hereby not consent** to the vacation and/or abandonment and closure. Reason I/We do not consent: _____

OWNER

OWNER

THE STATE OF TEXAS §
§
COUNTY OF SOMERVELL §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Stephen Lamure, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of April, 2022.

MELISSA DAWN WILLIS
Notary Public, State of Texas
Comm. Expires 02-24-2023
Notary ID 130128645

Melissa Willis
Notary Public in and for Somervell, Texas

THE STATE OF TEXAS §
§
COUNTY OF SOMERVELL §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

(Seal)

_____
Notary Public in and for Somervell County, Texas

City of Glen Rose
Dinosaur Capital of Texas

ADJACENT PROPERTY OWNERS CONSENT FOR VACATION AND/OR ABANDONMENT OF ALLEY / EASEMENT / STREET

DATE: 4-5-22

OWNER(S): GR Vine Properties, LLC Steve LaMure

ADDRESS: 1065W, 104 SW, 101 NE Vine Street LOT: SEE Attached

Glen Rose TX 76043 BLOCK: _____

PHONE NO.: (214) 641-2643 ADDITION: _____

I/We, the undersigned owner(s) of property abutting upon that portion of the alley/easement/street named and described in Exhibits "A" and "B", **do hereby consent** to such vacation and/or abandonment, and do hereby release the City of Glen Rose from all claims for damages arising or growing out of such vacation and/or abandonment. **NOTE:** (Include the names and signatures of all owners of the property. If a husband and wife own property jointly, **both** must sign, and signatures must be notarized).

OWNER

OWNER

-OR-

I/We the undersigned owner(s) of the adjacent/underlying property and **do hereby not consent** to the vacation and/or abandonment. Reason I/We do not consent: _____

OWNER

OWNER

THE STATE OF TEXAS §
§
COUNTY OF SOMERVELL §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Stephen LaMure, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of April, 2022

MELISSA DAWN WILLIS
Notary Public, State of Texas
Comm. Expires 02-24-2023
Notary ID 130128645

Melissa Willis
Notary Public in and for Somervell County, Texas

THE STATE OF TEXAS §
§
COUNTY OF SOMERVELL §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__ .

(Seal)

_____
Notary Public in and for Somervell County, Texas

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on Resolution approving an Advance Funding Agreement with TxDOT for a Transportation Alternatives Set-Aside sidewalk grant project.		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Resolution Approving AFA for TxDOT Sidewalk Grant Project		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

Funding for this sidewalk project was awarded by the Transportation Commission on April 29, 2021. Once this AFA has been approved, the City will be able to begin the process of procuring needed grant administration and engineering services. The agreement was sent to City Attorney Pendleton for his review and approval.

RECOMMENDED ACTION:

Move to adopt the Resolution approving the Advance Funding Agreement with TxDOT.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS APPROVING AN ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT.

WHEREAS, the City of Glen Rose (the City) is a Local Government identified as a Type A General Law Municipality;

WHEREAS, the City in collaboration with Glen Rose ISD and Somervell County Glen Rose prepared and submitted a project nomination package for a Transportation Alternatives Set-Aside Program Project described as Glen Rose ISD SRTS/TA (the Project) ;

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116003 (MO) dated April 29, 2021 awarding funding for TASA projects in the TASA Program Call of the State, including the Project; and,

WHEREAS, an Advance Funding Agreement for the Project has been prepared and submitted to the City's governing body, the City Council, for its approval;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLEN ROSE AS FOLLOWS:

The City Council, hereby, approves the attached Advance Funding Agreement, identified as Exhibit "A" and authorizes Mayor Douglas to sign said Agreement.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS on the 12th day of April, 2022.

_____
Julia Douglas, Mayor

ATTEST:

_____
Rosario Sosol Lihaut, Deputy City Secretary

TxDOT:				Federal Highway Administration:	
CSJ #	0902-41-002			CFDA No.	20.205
District #	02-Fort Worth	AFA ID	Z00002607	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16300, City of Glen Rose				
Project Name	Glen Rose ISD SRTS/TA			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

TxDOT-Selected On and Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Glen Rose (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Glen Rose ISD SRTS/TA (Project), and

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116003 (MO) dated April 29, 2021 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

TxDOT:				Federal Highway Administration:	
CSJ #	0902-41-002			CFDA No.	20.205
District #	02-Fort Worth	AFA ID	Z00002607	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16300, City of Glen Rose				
Project Name	Glen Rose ISD SRTS/TA			*AFA Not Used For Research & Development*	

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of constructing sidewalks that will both enhance the safety of pedestrians and provide connectivity to promote the use of non-motorized transportation. Improvements will include the addition of 5" wide AASHTO compliant sidewalks, warning pavers, and designated sidewalks. The project includes sidewalk along the south side of US 67 from Mary Lynn Drive to Holden Street, then down Holden Street to Shepard Street. Other sidewalks will be constructed along several local streets, including Mary Lynn Drive (US 67 to Stadium Drive) Stadium Drive (Allen Drive to Nancy Drive,) Walker St (Nancy Drive to Hereford Street,) Hereford Street (Walker Street to SW Bernard Street), Grace Street (Mustang Street to SH 144,) and Gaither Street (Holden Street to College Avenue).

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

TxDOT:				Federal Highway Administration:	
CSJ #	0902-41-002			CFDA No.	20.205
District #	02-Fort Worth	AFA ID	Z00002607	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16300, City of Glen Rose				
Project Name	Glen Rose ISD SRTS/TA			*AFA Not Used For Research & Development*	

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with

access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
   2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
   3. Local Government withdraws from participation in Project.

4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit

the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may

require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System.

The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

TxDOT:				Federal Highway Administration:	
CSJ #	0902-41-002			CFDA No.	20.205
District #	02-Fort Worth	AFA ID	Z00002607	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16300, City of Glen Rose				
Project Name	Glen Rose ISD SRTS/TA			*AFA Not Used For Research & Development*	

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Glen Rose ATTN: Mayor 201 NE Vernon Glen Rose, TX 76043	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following e-mail address, which the State may change by sending written notice of the change to the Local Government:

FTW_District-Invoices@txdot.gov

TxDOT:				Federal Highway Administration:	
CSJ #	0902-41-002			CFDA No.	20.205
District #	02-Fort Worth	AFA ID	Z00002607	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16300, City of Glen Rose				
Project Name	Glen Rose ISD SRTS/TA			*AFA Not Used For Research & Development*	

All invoicing, payment, and project inquiries must include the following information:

County: Somervell
Local Government: City of Glen Rose
CSJ No.: 0902-41-002
Project Name: Glen Rose ISD SRTS/TA
Highway or Roadway: Various

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

TxDOT:				Federal Highway Administration:	
CSJ #	0902-41-002			CFDA No.	20.205
District #	02-Fort Worth	AFA ID	Z00002607	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16300, City of Glen Rose				
Project Name	Glen Rose ISD SRTS/TA			*AFA Not Used For Research & Development*	

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

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26

and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

TxDOT:				Federal Highway Administration:	
CSJ #	0902-41-002			CFDA No.	20.205
District #	02-Fort Worth	AFA ID	Z00002607	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16300, City of Glen Rose				
Project Name	Glen Rose ISD SRTS/TA			*AFA Not Used For Research & Development*	

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CSJ #	0902-41-002				CFDA No.	20.205
District #	02-Fort Worth	AFA ID	Z00002607		CFDA Title	Highway Planning and Construction
Code Chart 64 #	16300, City of Glen Rose					
Project Name	Glen Rose ISD SRTS/TA				*AFA Not Used For Research & Development*	

32. Signatory Warranty

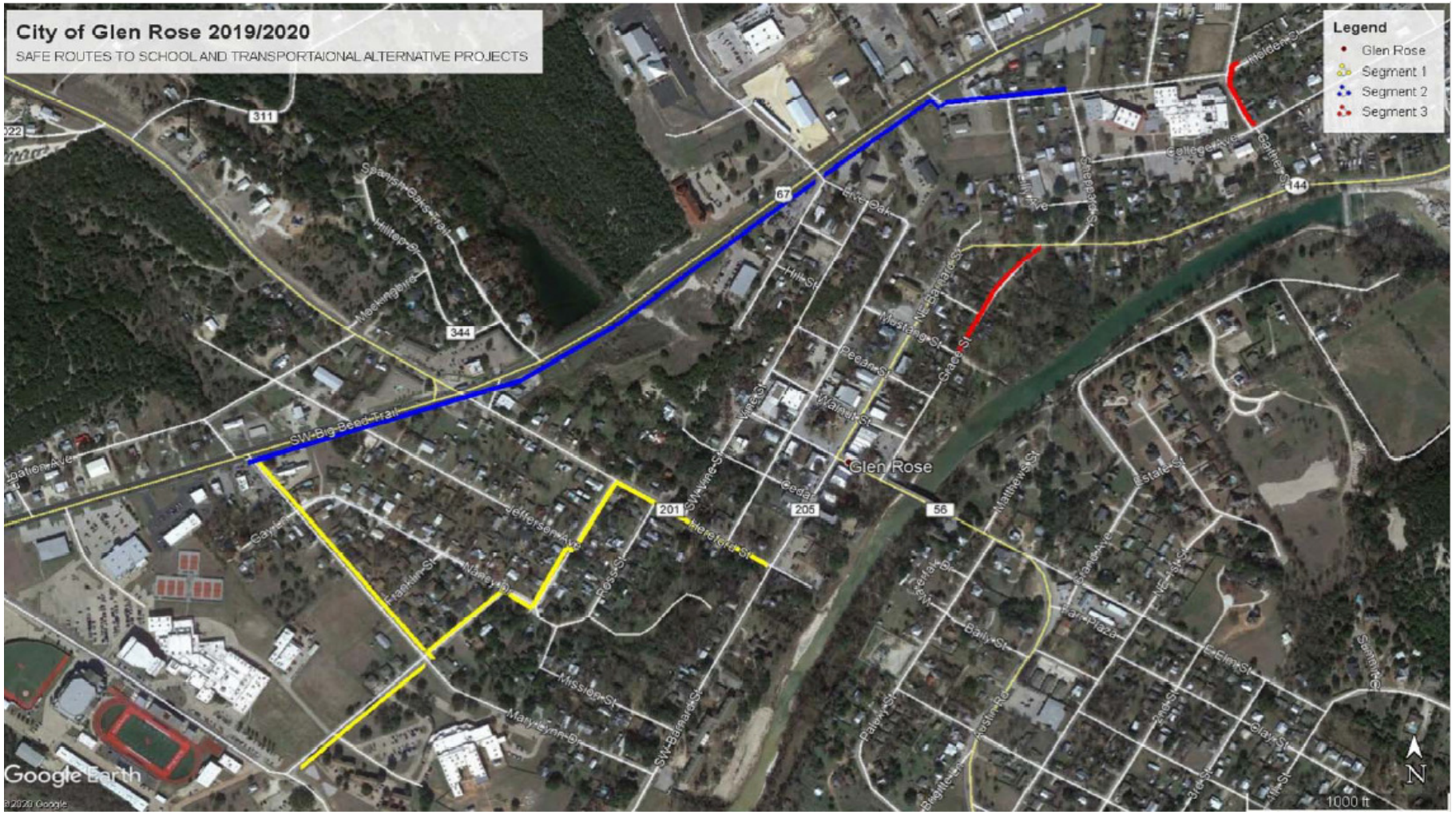
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	Julia Douglas
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	Mayor
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CSJ #	0902-41-002				CFDA No.	20.205
District #	02-Fort Worth	AFA ID	Z00002607		CFDA Title	Highway Planning and Construction
Code Chart 64 #	16300, City of Glen Rose					
Project Name	Glen Rose ISD SRTS/TA				*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



CSJ #	0902-41-002	Project Name:	Glen Rose ISD SRTS/TA	AFA ID	Z00002607

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering	$79,000	80%	$63,200	0%	$0	20%	$15,800
Construction	$908,146	80%	$726,517	0%	$0	20%	$181,629
Work by LG Subtotal	**$987,146**		**$789,717**		**$0**		**$197,429**

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$22,211	80%	$17,768.64	0%	$0	20%	$4,442
Environmental Cost[1]	$14,807	80%	$11,845.48	0%	$0	20%	$2,961
Right of Way[1]	$4,441	80%	$3,553.73	0%	$0	20%	$888
Utilities[1]	$2,961	80%	$2,369.15	0%	$0	20%	$592
Construction[2]	$103,650	80%	$82,920	0%	$0	20%	$20,730
Direct State Costs Subtotal	$148,070	80%	$118,457	0%	$0	20%	$29,613
Indirect State Cost	$41,048		$0	100%	$41,048		$0
TOTAL PARTICIPATION	$1,176,264		$908,174		$41,048		$227,042

CSJ #	0902-41-002	Project Name:	Glen Rose ISD SRTS/TA	AFA ID	Z00002607

- The estimated total participation by Local Government is $227,044.00, plus 100% of overruns.
- Total estimated payment by Local Government to State is $29,614.00.
- [1]Local Government's first payment of $8,884.00 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $20,730.00 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $908,174.00.

TxDOT:					Federal Highway Administration:	
CSJ #	0902-41-002				CFDA No.	20.205
District #	02-Fort Worth	AFA ID	Z00002607		CFDA Title	Highway Planning and Construction
Code Chart 64 #	16300, City of Glen Rose					
Project Name	Glen Rose ISD SRTS/TA				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on approving a contract for electricity for 12, 24, 36, or 48 months beyond the end of the City's current contract on May 31, 2027		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Front page of TXU Electricity Contract		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

Todd Malcom of ADK Solutions, the broker who is handling the City's current electricity contract which expires on May 31, 2027 recently reached out to staff about extending the City's contract. Electricity prices are on the rise, and he believes there exists a window of opportunity for the City to lock in some better prices. In March, he obtained a $0.053/kWh rate for a 48 month extension. The City currently has a $0.038/kWh rate. One school district he represents recently had their contract expire. Although they are a large user and entered into a 10 year contract, their new rate is over $0.05/kWh. Mr. Malcolm will obtain fresh rate quotes on the afternoon of April 12th which will be good through the end of the day on the 13th. This is a hard decision as it is a distant horizon and there are so many uncertainties. Staff makes no recommendation concerning this matter, but wanted to allow the Council to act should it choose to do so. Thankfully, we have the luxury of waiting, should you choose to do so, because our contract is good for 5 more years.

RECOMMENDED ACTION:

Contract for Supply of Electricity

Quote Number:	S0177641			Product:	Fixed Price / DMAC / ZONE		
Business Partner:	0030938476						
Buyer:	City of Glen Rose 201 NE VERNON ST GLEN ROSE, TX 76043			Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration		
Phone:	(254) 897-2272	Fax:		Phone:	(866) 576-6745	Fax:	(972) 556-6108

I. TERM

Primary Term: The Primary Term for each Premise will begin on the first meter read, and end on the first regularly scheduled meter read, for each Premise occurring on or after the dates listed below in compliance with the Terms and Conditions.

Primary Term Start Date: January 1, 2020	**Primary Term End Date**: May 31, 2027

II. CHARGES

CHARGE	**AMOUNT** (Monthly Charges will be the total of the items listed in this Article II.)
(i) All kWh Charge (the per kWh "Contract Price")	$0.0379685 per kWh. The All kWh Charge includes charges for the commodity (including the price impact, if any, resulting from the implementation of the Operating Reserve Demand Curve ("ORDC")), Energy (shaped), Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Must Run ("RMR"), Reliability Unit Commitment ("RUC"), Line Losses (TDSP), Market Clearing Price for Capacity, ERCOT Administration Fee/ISO Fees, and Unaccounted for Energy ("UFE") as defined and specified in the ERCOT Protocols and the applicable TDSP's Tariff in effect as of the date of this Agreement. It will also include the settlement charges for Congestion to the applicable ERCOT Load Zone.
(ii) Standing Charge	The sum of the Monthly Standing Charges for all ESI IDs as listed in Exhibit A.
(iii) Other Charges	**Varies by ESI ID throughout the Term.** All charges, other than those listed above or below, imposed upon Seller or Buyer by the TDSP or another party that are allowed or required by the PUCT, ERCOT, or any other governmental or regulatory authority, on or with respect to the acquisition, sale, delivery, and purchase of the Power.
(iv) Taxes	**Varies by ESI ID throughout the Term.** All taxes imposed by any governmental or regulatory authority on the acquisition, sale, delivery, and purchase of the Power. Includes, but is not limited to, Seller's Texas Gross Receipts Tax and Public Utility Commission Assessment on the acquisition, sales, delivery, or purchase of the Power.
(v) Aggregator/Third Party Fee	The pricing under this Agreement reflects a payment to ADK Solutions LLC in connection with its efforts to facilitate Buyer and Seller entering into this Agreement.

III. BILLING

Payment Terms: Net 30 days from the date of the invoice via CHECK

IV. SPECIAL PROVISIONS

INITIAL SECURITY: An initial cash deposit in the amount of $0.00 is required within sixteen (16) days from the issuance date of the invoice for the deposit. Once received, the cash deposit may be replaced by a surety bond, or an irrevocable letter of credit either of which shall be (i) in a form reasonably acceptable to Seller, (ii) from an institution reasonably acceptable to Seller, and (iii) in the same dollar amount as the cash deposit. The security shall remain in effect until at least two (2) months after the Primary Term End Date.

V. TERMS AND CONDITIONS

The attached Terms and Conditions, Exhibit A, Exhibit A-1, and other attachments, as applicable, are incorporated herein by reference.

Buyer Legal Name: City of Glen Rose a Texas political subdivision		Seller Legal Name: TXU Energy Retail Company LLC, a Texas limited liability company	
By (Name of General Partner or Agent if applicable): Its General Partner			
Buyer Signature:		Seller Signature:	
Officer's Printed Name:		Officer's Printed Name: Gabriel R. Castro	
Title:	Date:	Title: Vice President	Date:

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on adopting an Ordinance declaring the area within the Moody Booker 1960 Plat of the City of Glen Rose, an area generally bounded by Elm, 5th, Sam Houston, and 3rd Streets , and a 3.76 acre tract in the Jose Antonio Hernandez Survey, A-44, to be part of the City.		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	Ordinance Declaring 3 Areas to be Part of the City; Sketch of Lots Annexed by Ordinances 329 and 338; Ordinance 329 and 338		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

Staff and eHT are working on an annexation map for the City to show the original city limits and all of the subsequent annexations. Like pieces of a puzzle, each area annexed will be drawn in and identified. One difficulty has been in knowing where to locate some of the city limits lines, especially the 3,000' long one running through Wolf City. The metes and bounds description for the original city limits and accompanying sketch aren't correct. The description includes the Paluxy River and several of its branches, and the lines called for by the metes and bounds simply can't be fit in between the river and its branches. The proposed ordinance will remedy this problem by declaring the lines drawn on a 1960 City of Glen Rose Plat by County Surveyor Moody Booker at the request of the City Council to be the city limits boundary, regardless of conflicting metes and bounds. The Ordinance also cleans up two previous annexations which identified lots being annexed, but failed to include streets and alleys. And the Ordinance makes clear that a 3.76 acre tract that has been included in the city for more than 20 years according to deed records and to which the City has provided water and other city services is included within the city limits. On the Booker Plat, part of that tract is shown as being inside the City and part outside the city. City Attorney Pendleton has reviewed and approved the Ordinance.

RECOMMENDED ACTION:

Move to approve or deny as presented.

ORDINANCE NO. 2022.04.12

AN ORDINANCE OF THE CITY OF GLEN ROSE, TEXAS, DECLARING ALL THE AREA OF THE 1960 MOODY BOOKER GLEN ROSE PLAT, PORTIONS OF THE FARR AND RAILROAD ADDITIONS, AND A 3.76 ACRE TRACT OUT OF THE J. A. HERNANDEZ SURVEY TO BE PART OF THE CITY; PROVIDING REPEALING, SEVERABILITY, PROPER NOTICE, MEETING, AND QUORUM CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Glen Rose (City) is a Type A General Law Municipality;

WHEREAS, the City has an agreement with the Somervell Central Appraisal District (SCAD) for the assessment and collection of ad valorem property taxes;

WHEREAS, to properly fulfill its duties, SCAD has asked the City to provide an accurate depiction of the city limit lines;

WHEREAS, the March 24, 1926 incorporation papers for the City included a sketch and a metes and bounds description of the City's original corporate limits;

WHEREAS, the metes and bounds description incorporates natural features such as the Paluxy River and several of its branches;

WHEREAS, apparently from the beginning there were errors in the distances and/or bearings in the metes and bounds description, because in more than one instance when using digital depictions of the above-noted natural features, it isn't possible to fit the lines called for in the metes and bounds description in between the natural features;

WHEREAS, minutes of an April 20, 1959 City Council meeting reference a motion approved by unanimous vote directing "County Surveyor, Moody Booker to show the Tax Assessor where the City Boundary is and if necessary to re-survey some of the lines";

WHEREAS, in response to the above commission, County Surveyor Booker prepared a Glen Rose, Somerville (sic) County, Texas Plat (Booker's Plat) in 1960 with a scale of 400' = 1" "showing city limit boundary lines";

WHEREAS, the City has no record of annexations occurring prior to December 5, 1983, so the Booker Plat is believed to have been a more accurate depiction of the city limit boundaries than was the sketch provided in the City's 1926 incorporation papers;

WHEREAS, during the 1970's W. F. Soules and Associates appear to have used Booker's Plat in depicting the Glen Rose city limit boundary lines on some of their utility project drawings;

WHEREAS, Edwin A. Apel Consulting Engineers appear to have used Booker's Plat in depicting the Glen Rose city limit boundary lines on a 1976 City of Glen Rose Comprehensive Plan Condition of Structures Map.

WHEREAS, on April 11, 2000, Ordinance 329 was adopted, annexing a portion of Lot 5 and all of Lot 6 of Block 5 of the Railroad Addition;

WHEREAS, on April 11, 2001, Ordinance 338 was adopted, annexing Block 25, Lots 7 and 8; Block 26; Block 17; Block 5, Lots 4 through 8; and, Block 16, Lot 12 of the Farr Addition;

WHEREAS, although the above-cited annexation ordinances failed to reference the streets and alleys in the area of the annexations, since the time of those annexations said streets and alleys have been considered to be part of the City and the streets have been maintained by the City;

WHEREAS, over the years, different sources have shown the city limits boundary line described in the City's original incorporation papers, which runs along the southeast end of the Farr and Railroad Additions, as being in different locations;

WHEREAS, depending on where said city limits boundary line was drawn, one full lot and several partial lots located between the City's original corporate limits and the said year 2000 and 2001 annexations have at times been shown to be inside the city limits and at other times to be outside the city limits;

WHEREAS, a search of the 1978-1980 City of Glen Rose ad valorem tax receipt books in the possession of the SCAD revealed that city taxes were paid on all of the said properties except for one partial lot and that said lot was designated as being subject to city ad valorem tax in the 2001 Tax Assessor Roll;

WHEREAS, a 3.76 acre tract of land out of the Jose Antonio Hernandez Survey, A-44, is currently listed on the City's tax roll;

WHEREAS, much of said property is shown to be in the city limits on the Booker Plat;

WHEREAS, deeds conveying said 3.76 acre tract dated May 16, 1978 and June 20, 1978 identify the property as "being in the south part of Glen Rose, Somervell County, Texas";

WHEREAS, a City Limits and ETJ Map prepared by Freese and Nichols and included in the City of Glen Rose 2009 Comprehensive Plan shows the entire 3.76 acre tract as being in the city limits;

WHEREAS, the City's records indicate that the above referenced areas have been part of the municipality for at least the preceding 20 years;

WHEREAS, the City has provided municipal services, including police protection, to above referenced areas and has otherwise treated the areas as a part of the City during the preceding 20 years;

WHEREAS, there has not been a final judicial determination during the preceding 20 years that the above referenced areas are outside the boundaries of the City;

WHEREAS, there is no pending lawsuit that challenges the inclusion of the above referenced areas as part of the City;

WHEREAS, pursuant to §41.003 of the Texas Local Government Code, "the governing body of a municipality may adopt an ordinance to declare an area that is adjacent to the municipality" and where, "...the records of the municipality indicate that the area has been a part of the municipality for at least the preceding 20 years; the municipality has provided municipal services, including police protection, to the area and has otherwise treated the area as a part of the municipality during the preceding 20 years; there has not been a final judicial determination during the preceding 20 years that the area is outside the boundaries of the municipality; and, there is no pending lawsuit that challenges the inclusion of the area as part of the municipality… to be part of the municipality," creating an "irrebuttable presumption that the area is a part of the municipality for all purposes," and that "the presumption may not be contested for any cause after the effective date of the ordinance";

WHEREAS, the City's Governing Body, the City Council, has determined for the good government, peace, and order of the municipality, under the authority granted by §41.003 of the Texas Local Government Code and for the benefit of the SCAD to solidify the City's corporate limits by declaring certain areas to be part of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS:

SECTION 1 (OF 8)
INCORPORATION OF RECITALS

All of the above recitals are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2 (OF 8)
DECLARATION ON THE BOOKER PLAT

All of the area shown to be within the city limits in the attached Exhibit "A," the 1960 Glen Rose Plat drafted by County Surveyor Moody Booker, which is incorporated into this Ordinance by reference, is, hereby, declared to be part of the City of Glen Rose. Where there are conflicts between the city limit lines as depicted on the Booker Plat and metes and bound descriptions, the lines depicted on the Plat shall take precedence in determining the location of the City's corporate boundaries.

SECTION 3 (OF 8)
DECLARATION ON PORTIONS OF THE FARR AND RAILROAD ADDITIONS

All of the area of the Farr and Railroad Additions identified in the attached Exhibit "B," which is incorporated into this Ordinance by reference, is, hereby, declared to be part of the City of Glen Rose.

SECTION 4 (OF 8)
DECLARATION ON THE JOSE ANTONIO HERNANDEZ SURVEY, A-44, 3.76 ACRE TRACT

All of the 3.76 acre tract in the Jose Antonio Hernandez Survey, A-44, identified in the attached Exhibit "C," which is incorporated into this Ordinance by reference, is hereby declared to be part of the City of Glen Rose.

SECTION 5 (OF 8)
REPEALING CLAUSE

All other ordinances and/or resolutions, or parts of ordinances and/or resolutions, in conflict with this Ordinance are hereby repealed.

SECTION 6 (OF 8)
SEVERABILITY CLAUSE

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Glen Rose hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 7 (OF 8)
PROPER NOTICE, MEETING, AND QUORUM CLAUSE

It is hereby officially found and determined that the meeting at which this Ordinance was adopted by majority vote of the City Council of the City of Glen Rose, Texas was open to the public; that public notice of the time, place, and purpose of the meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code; and, that a quorum was present pursuant to §22.039 of the Texas Local Government Code.

SECTION 8 (OF 8)
EFFECTIVE DATE

This Ordinance shall be in force and effect from and after its passage.

PASSED AND APPROVED this the 12 th day of April, 2022.

APPROVED:

Julia Douglas, Mayor

ATTEST:

Rosario Sosol Lihaut, Deputy City Secretary

EXHIBIT "A"

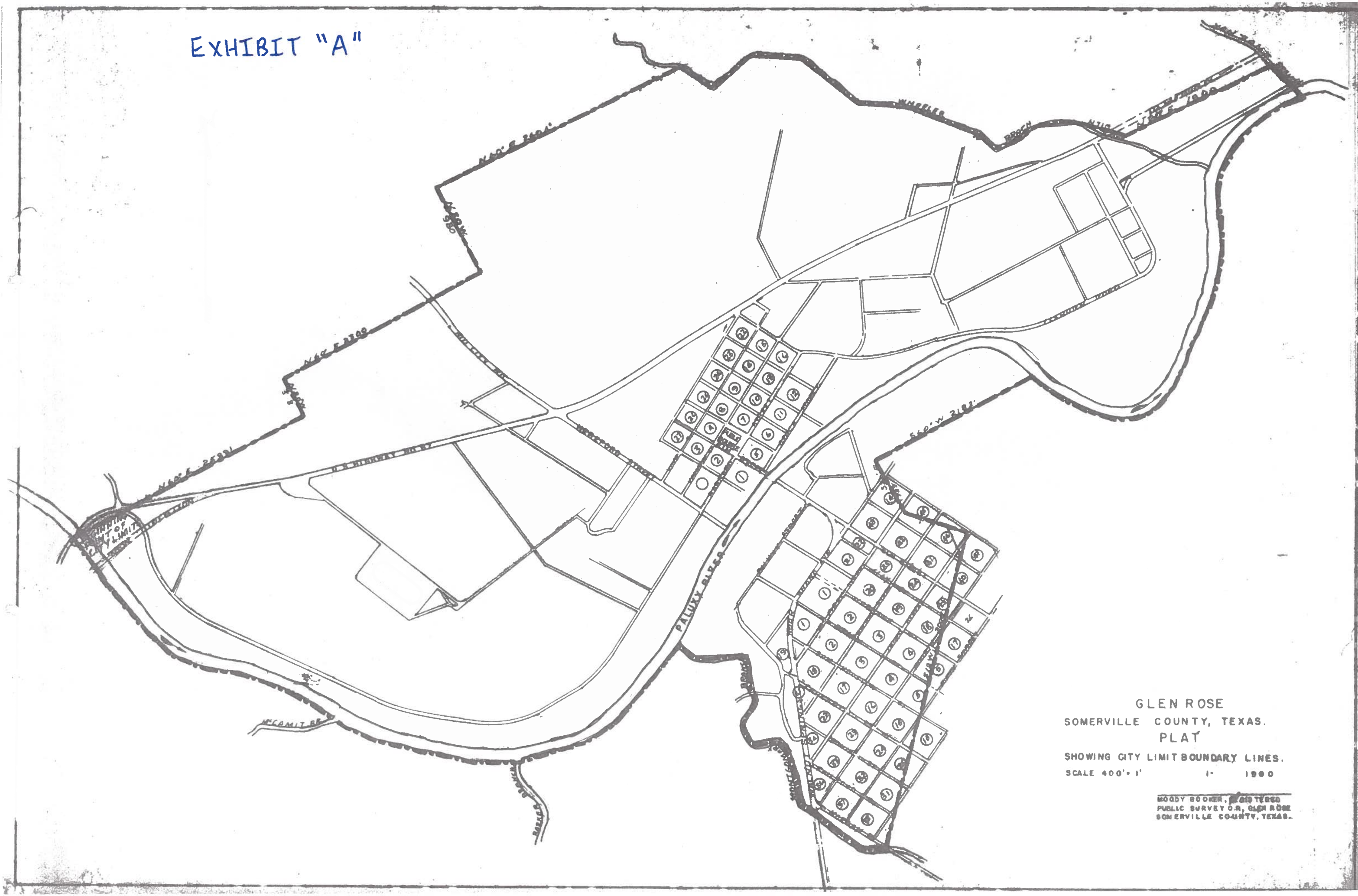
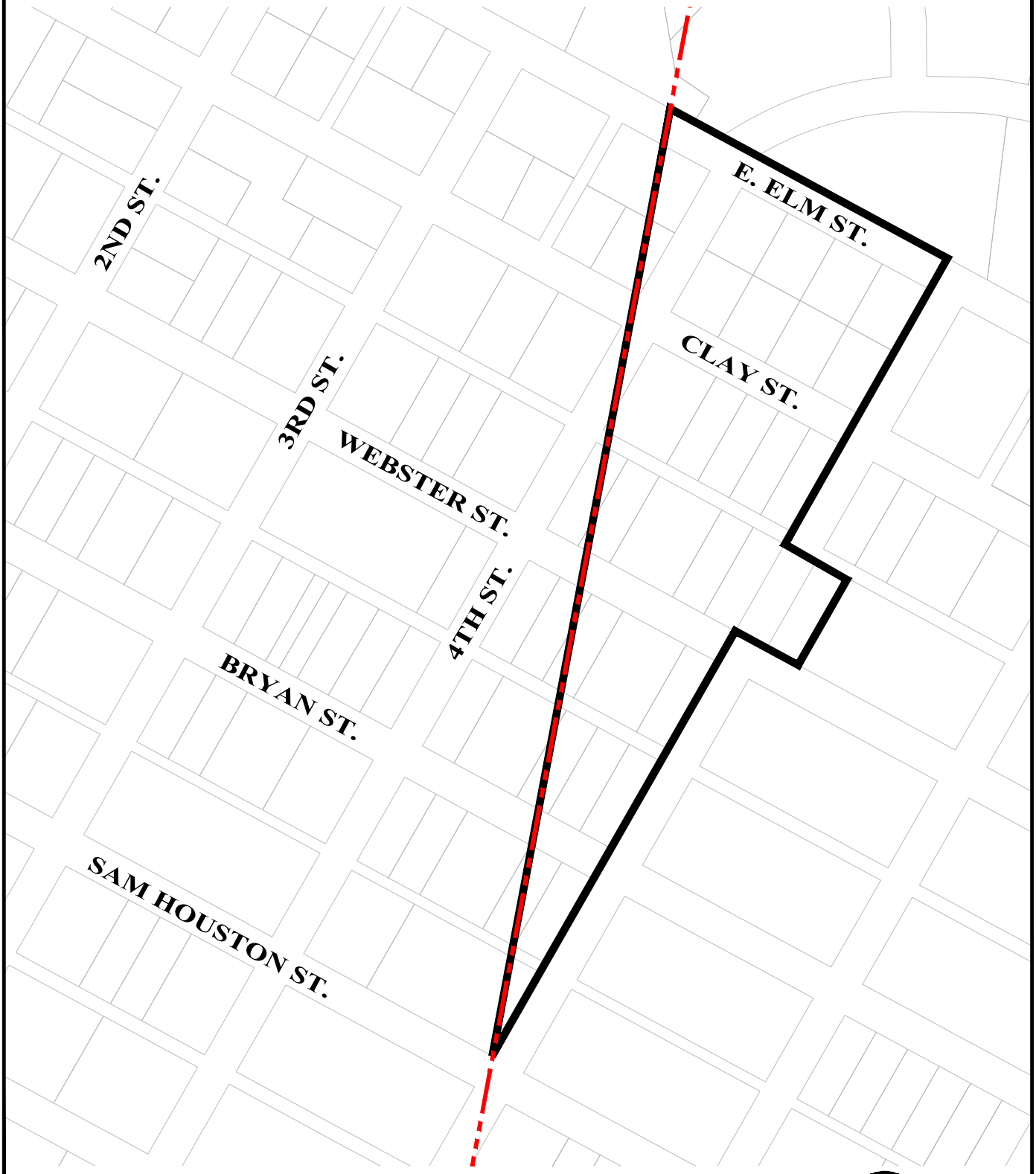

WHEELER BRANCH
N 66° E 2109'
N 24° W 950'
N 66° E 2109'
S 60° W 2187'
CITY LIMITS
McCOMIT BR.
PALUXY RIVER
GLEN ROSE
SOMERVILLE COUNTY, TEXAS.
PLAT
SHOWING CITY LIMIT BOUNDARY LINES.
SCALE 400'= 1' 1- 1900
MOODY BOOKER, ABS 1253
PUBLIC SURVEY O.R. GLEN ROSE
SOMERVILLE COUNTY, TEXAS.

EXHIBIT "B"
AREA OF FARR & RR DECLARATION



LEGEND

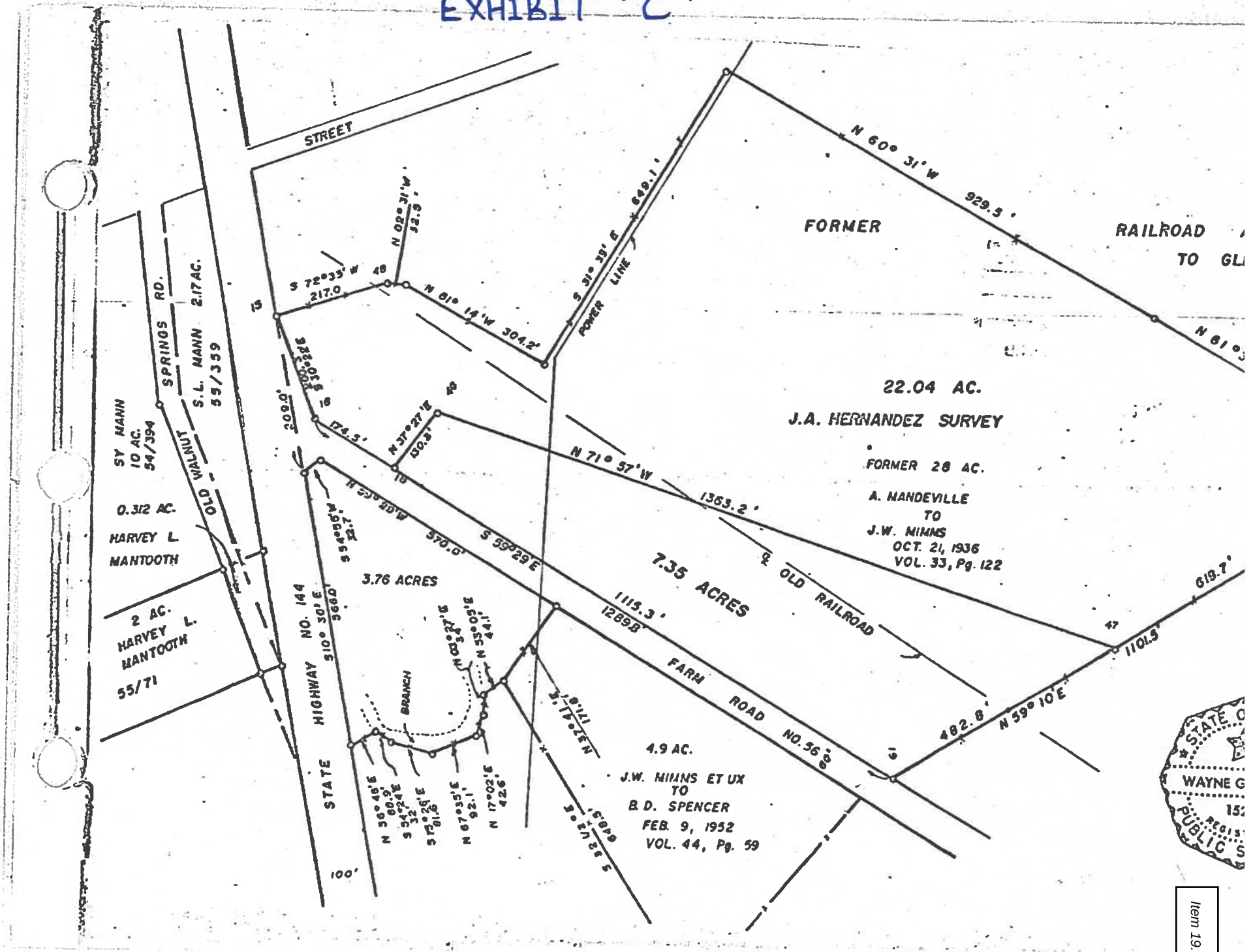
ORIGINAL CITY LIMITS

PARCELS

NOTES

CITY LIMITS IS BASED ON THE CITY LIMITS MAP PREPARED BY MOODY BOOKER, DATED 1960.

EXHIBIT "C"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SPRINGS RD.
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59/359
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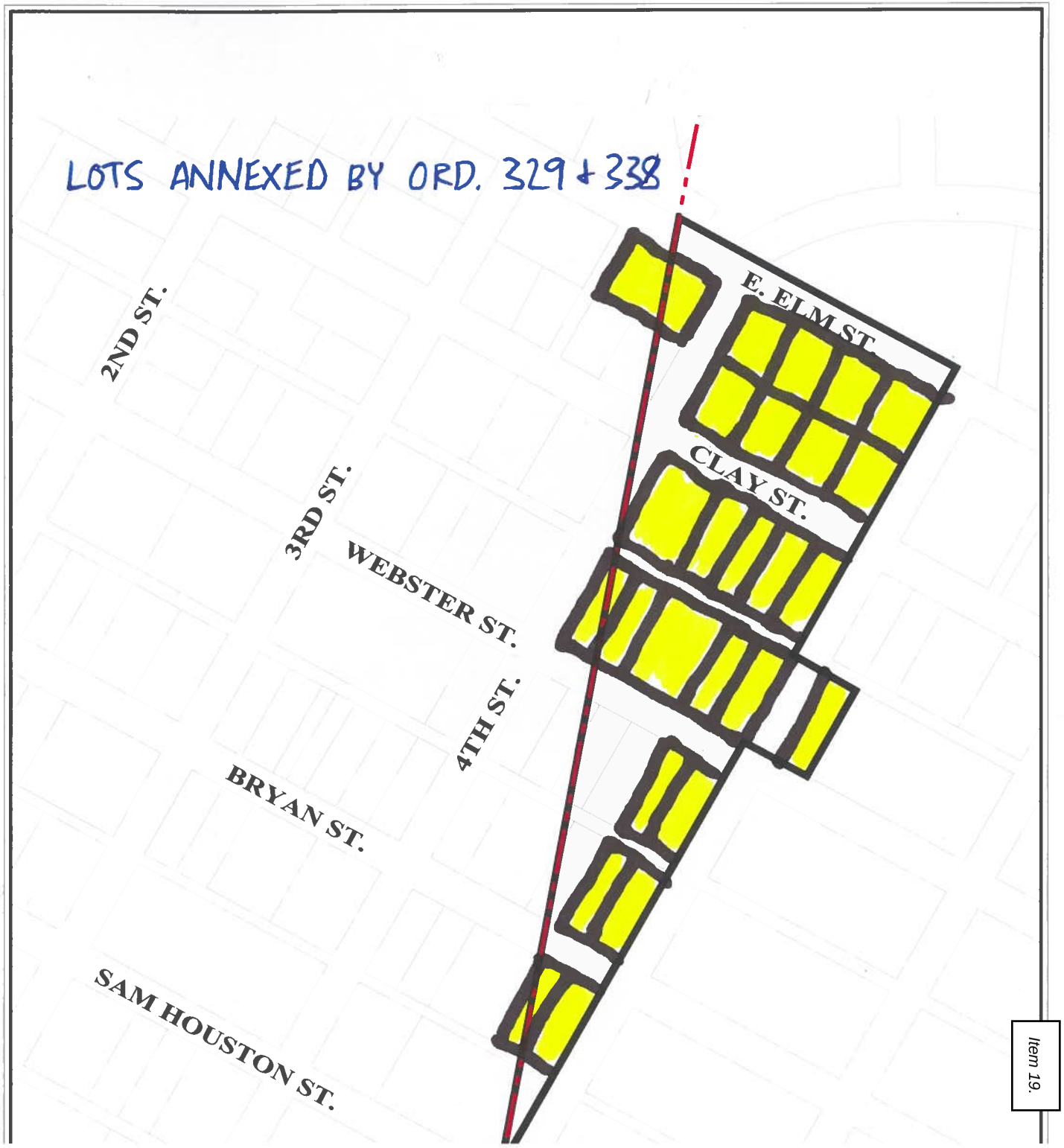
54/394
0.312 AC.
HARVEY L. MANTOOTH
2 AC.
HARVEY L. MANTOOTH
55/71
STATE HIGHWAY NO. 144
3.76 ACRES
7.35 ACRES
4.9 AC.
J.W. MIMMS ET UX
TO
B. D. SPENCER
FEB. 9, 1952
VOL. 44, Pg. 59
22.04 AC.
J.A. HERNANDEZ SURVEY
FORMER 28 AC.
A. MANDEVILLE
TO
J.W. MIMMS
OCT. 21, 1936
VOL. 33, Pg. 122
FORMER
POWER LINE
RAILROAD
TO GL
OLD RAILROAD
FARM ROAD NO. 56
BRANCH
N 60° 31' W 929.5'
S 31° 38' E 649.1'
N 02° 31' W 32.9'
S 72° 33' W 217.0'
N 61° 14' W 304.2'
S 28° 53' E 209.0'
N 37° 27' E 130.3'
174.5'
N 71° 57' W 1363.2'
S 54° 56' W 22.7'
S 39° 29' E 370.0'
1115.3'
1289.8'
619.7'
1101.5'
482.8'
N 59° 10' E
N 30° 40' E 80.9'
S 54° 24' E 32.2'
S 12° 26' E 81.8'
N 67° 35' E 92.1'
N 17° 02' E 426.'
N 53° 05' E 44.1'
N 00° 27' E
N 21° 11' E 171.9'
S 21° 23' E 648.5'
100'


LOTS ANNEXED BY ORD. 329 & 338
2ND ST.
3RD ST.
WEBSTER ST.
4TH ST.
BRYAN ST.
SAM HOUSTON ST.
E. ELM ST.
CLAY ST.

CITY OF GLEN ROSE, TEXAS

ORDINANCE NO. 329

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF GLEN ROSE, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY.

WHEREAS, a petition has been duly signed and acknowledged by each and every person or corporation having an interest in the territory proposed to be annexed;

WHEREAS, said petition was presented to the City Council and the City Council approved such petition not less than five (5) days and not more than thirty (30) days from the date of presentation;

WHEREAS, said tract of land is contiguous to the City and is not more than one-half (1/2) miles in width, and on which fewer than three (3) qualified voters reside;

WHEREAS, the City has prepared a service plan for said tract which is attached as Exhibit "A" to this ordinance;

WHEREAS, the City has published notice of hearings on said annexation and held hearings as required by state law; and

WHEREAS, after hearing such petition and the arguments for and against the same, the governing body has voted to grant such petition and to annex said territory into the City.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GLEN ROSE, TEXAS:

Section 1: That the following described territory is hereby annexed into the City, and the boundary limits to the City are hereby extended to include the said territory within the city limits of the City, and said land and the future inhabitants thereof shall hereafter be entitled to all rights and privileges of other citizens of the City and shall be bound by the acts and ordinances of said City.

SEE ATTACHMENT B

Section 2: That the municipal service plan for the herein annexed territory provided for in Exhibit "A" attached hereto is hereby adopted.

Section 3: That the city secretary is hereby directed to file with the county clerk and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, certified copies of this ordinance.

PASSED by an affirmative vote of the Governing Body of the City of Glen Rose, this 11 day of April, 2000.

APPROVED:

Connie Fick
MAYOR

ATTEST:

Peggy Busch
CITY SECRETARY

EXHIBIT "A"

CITY OF GLEN ROSE, TEXAS

ANNEXATION SERVICE PLAN

AREA ANNEXED

INTRODUCTION

This service plan has been prepared in accordance with V.T.C.A., Local Government Code, Section 43.056. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the city at the following levels and in accordance with the following schedule:

POLICE PROTECTION

Patrolling, responses to calls, and other police services will be provided within sixty (60) days after the effective date of the annexation at the same level as provided throughout the city.

FIRE PROTECTION AND FIRE PREVENTION

Fire protection and fire prevention services will be provided within sixty (60) days after the effective date of the annexation at the same level as provided throughout the city.

EMERGENCY MEDICAL SERVICES

Emergency medical services will be provided within sixty (60) days after the effective date of the annexation on the same basis and at the same level as provided throughout the city.

SOLID WASTE COLLECTION AND DISPOSAL

Solid waste collection and disposal services will be provided within sixty (60) days after the effective date of the annexation on the same basis and at the same level as provided throughout the city.

MAINTENANCE OF WATER AND WASTEWATER FACILITIES THAT ARE NOT WITHIN THE SERVICE AREA OF ANOTHER WATER OR WASTEWATER UTILITY

Maintenance of water and wastewater facilities that are not within the service area of another water or wastewater utility will be provided within sixty (60) days after the effective date of the annexation on the same basis and at the same level as provided throughout the city.

MAINTENANCE OF ROADS AND STREETS AND DRAINAGE

Maintenance of roads and streets and drainage will be provided within sixty (60) days after the effective date of the annexation on the same basis and at the same level as provided throughout the city.

STREET LIGHTING

Street lighting will be made available within sixty (60) days after the effective date of the annexation on the same basis and at the same level as provided throughout the city.

MAINTENANCE OF CITY PARK AND RECREATION FACILITIES

If any city park and recreation facilities are located within the annexed area, they will be maintained within sixty (60) days after the effective date of the annexation on the same basis and at the same level as similar facilities are maintained throughout the city.

OTHER SERVICES

Other services that may be provided by the city such as planning, code enforcement, animal control, library, park and recreation, court, and general administration will be made available within sixty (60) days after the effective date of the annexation on the same basis and at the same level as provided throughout the city.

CAPITAL IMPROVEMENTS

Construction of water, sewer, street, and drainage facilities will begin within two (2) years after submission of written request by landowners and payment of any development fees and construction costs required by the city in accordance with subdivision regulations and water and sewer extension policies. Construction will be completed within four and one-half (4-1/2) years after request unless the construction process is interrupted by circumstances beyond the control of the city. No impact fees will be charged to any developer or landowner within the annexed area except in conformity with V.T.C.A., Local Government Code, ch. 395. Construction of other capital improvements shall be considered by the city in the future as the needs dictate on the same basis as such capital improvements are considered throughout the city.

UNIFORM LEVEL OF SERVICES MAY NOT BE REQUIRED

Nothing in this plan shall require the city to provide a uniform level of full municipal services to each area of the city, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

TERM

This service plan shall be valid for a term of ten (10) years.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with V.T.C.A., Local Government Code, Section 43.052.

ATTACHMENT B

DESCRIPTION OF PROPERTY TO BE ANNEXED

The property of Anna and Marcial Navarrete located at the corner of Bryan and Fifth Streets (Fifth Street was never opened).

Described as a portion of lot 5 and all of lot 6 of block 5 of the Railroad Addition.

CITY OF GLEN ROSE, TEXAS

ORDINANCE NO. 338

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OFGLEN ROSE, TEXAS, AND EXTENDING THE BOUNDARIES OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE SAID CITY.

WHEREAS, said territory proposed to be annexed is within the city's extraterritorial jurisdiction and is contiguous to the city;

WHEREAS, the city is currently providing both water and sewer services to said territory;

WHEREAS, the city has prepared a service plan for said territory which is attached as Exhibit "A" to this ordinance;

WHEREAS, the city has published notice of hearings on said annexation and held hearings as required by state law; and

WHEREAS, after hearing arguments for and against the same the governing body has voted to annex said territory into the city under the authority of Section 43.033 of the Local Government Code.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GLEN ROSE, TEXAS:

Section 1: That the territory hereinafter described is hereby annexed into the city, and that the boundary limits of the city are hereby extended to include said

territory within the city limits and the same shall hereafter be included within the territorial limits of said city, and said land and the future inhabitants thereof shall hereafter be entitled to all rights and privileges of other citizens of the city and shall be bound by the acts and ordinances of said city.

SEE EXHIBIT "B"

Section 2: That the municipal service plan for the herein annexed territory provided for in Exhibit "A" attached hereto is hereby adopted.

Section 3: That the city secretary is hereby directed to file with the county clerk and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, a certified copy of this ordinance.

PASSED by an affirmative vote of the Governing Body of the City of GLEN ROSE on this the 11 day of April, 2001.

APPROVED:

Connie Kirk

MAYOR CONNIE KIRK

ATTEST:

Peggy Busch

CITY SECRETAY

EXHIBIT "A"

CITY OF GLEN ROSE, TEXAS

ANNEXATION SERVICE PLAN

AREA ANNEXED

SEE EXHIBIT "B"

INTRODUCTION

This service plan has been prepared in accordance with V.T.C.A., Local Government Code, Section 43.056. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the city at the following levels and in accordance with the following schedule:

POLICE PROTECTION

Patrolling, responses to calls, and other police services will be provided on the effective date of the annexation at the same level as provided throughout the city.

FIRE PROTECTION AND FIRE PREVENTION

Fire protection and fire prevention services will be provided on the effective date of the annexation at the same level as provided throughout the city.

EMERGENCY MEDICAL SERVICES

Emergency medical services will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

SOLID WASTE COLLECTION AND DISPOSAL

Solid waste collection and disposal services will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city. However, no obligation exists for the city to provide solid

cont'd.]

waste collection services to a person who continues to use the services of a privately owned solid waste management service provider.

OPERATION AND MAINTENANCE OF WATER AND WASTEWAT FACILITIES THAT ARE NOT WITHIN THE SERVICE AREA OF ANO WATER OR WASTEWATER UTILITY

Operation and maintenance of water and wastewater facilities that are not within the service area of another water or wastewater utility will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

OPERATION AND MAINTENANCE OF ROADS AND STREETS AN DRAINAGE

Operation and maintenance of roads and streets and drainage will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

STREET LIGHTING

Street lighting will be made available on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

MAINTENANCE OF CITY PARK AND RECREATION FACILITIE

If any city park and recreation facilities are located within the annexed area, they will be maintained on the effective date of the annexation on the same basis and at the same level as similar facilities are maintained throughout the city.

OTHER SERVICES

Other services that may be provided by the city such as planning, code enforcement, animal control, library, park and recreation, court, and general administration will be made available on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

CAPITAL IMPROVEMENTS

Construction of water, sewer, street, and drainage facilities will be substantially completed within two and one-half (2-1/2) years of the effective date of the annexation unless the construction process is interrupted by circumstances beyond the control of the city, or unless this period is extended by an arbitration decision. No impact fees will be charged to any developer or landowner within the annexed area except in conformity with V.T.C.A., Local Government Code,

Ch. 395. Construction of other capital improvements shall be considered by the city in the future as the needs dictate on the same basis as such capital improvements are considered throughout the city.

UNIFORM LEVEL OF SERVICES MAY NOT BE REQUIRED

Nothing in this plan shall require the city to provide a uniform level of full municipal services to each area of the city, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

TERM

This service plan shall be valid for a term of ten (10) years. AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with V.T.C.A.t Local Government Codet Section 43.0561.

EXHIBIT "B"

FARR ADDITION: Block 25, Lots 7,8; Block 26; Block 17; Block 5, Lots 4 thru 8; Block 16, Lot 12

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding Atmos Energy corporation Mid-Tex 2022 Rate Review Mechanism Filing		
PREPARED BY:	City Administrator Leamons	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:	April 1, 2022 Notice from Atmos Energy Regarding a 2022 Rate Mechanism Filing		

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

Last week, the City received the attached notice of a Rate Review Mechanism Filing from Atmos Energy. Such rate increase proposals by Atmos are reviewed by the Atmos Cities Steering Coalition (ACSC). The City is not a member of the ACSC; nevertheless, as the notice from Atmos states, whether or not the City participates in the process, it will benefit from any rate reductions secured by the ACSC. In the past the City was part of the Atmos Texas Municipalities (ATM), a coalition of cities which have disputed Atmos rake hikes with the help of Herrera Law & Associates. Prior to the current City Administrator being hired, the City ceased to be affiliated with that coalition. It seems that the local Atmos representative encouraged the City to switch from ATM to ACSC and the process was only half completed. The ACSC has a nominal annual membership fee (4 years ago it was less than $100) and the ATM has no membership fee. Both groups are allowed to recover costs through fees that are part of the rate setting process. The Herrera Law firm also represents a coalition of TNMP cities when electric rate hearings are being conducted. Staff spoke with Counselor Herrera to see if the City should take any action. In some of these rate hearings, the ATM doesn't engage and allows the ACSC to work the process. It appears that will be the case in the current instance. At this point no action is recommended, but staff wanted to provide the Council with an opportunity to discuss this matter and take action should it so choose.

RECOMMENDED ACTION:

ATMOS energy.

Chris Felan
Vice President
Rates & Regulatory Affairs

April 1, 2022

To the Honorable Mayor and City Manager

Re: Atmos Energy Corporation Mid-Tex 2022 Rate Review Mechanism Filing

Dear Mayor and City Manager,

Through this correspondence, Atmos Energy Corporation, Mid-Tex Division's ("Atmos Energy" or "the Company") is submitting its fifth filing under the Rider RRM - Rate Review Mechanism Tariff. We have attached to the cover letter, an Executive Summary which highlights the details of the 2022 RRM Filing.

Like many of you, we continue to monitor COVID-19 and the effects it has on our employees and customers throughout the communities we serve. For all of us at Atmos Energy, our vision to be the safest provider of natural gas services means we have an important role in the over 500 communities we safely serve every day. Throughout the pandemic, we have continued to improve the safety and reliability of our natural gas system through pipeline replacement and system modernization, incorporating COVID-19 safety protocols in our daily operations.

The rates requested by the Company in its 2022 RRM filing do not require any action on the part of your City to become effective on October 1, 2022. I also wish to make clear that a decision to take no action on the proposed RRM rates will not prevent your City from receiving rates that are more favorable to customers within your city, if such rates are agreed to as part of the RRM process. If more favorable rates are agreed to, the Company will implement those rates in your City.

In closing, I want to say again how much Atmos Energy appreciates your City's willingness to work with the Company in order to reach a mutual agreement that fairly balances the needs of the Company and the needs of the customer.

Sincerely,

Chris Felan

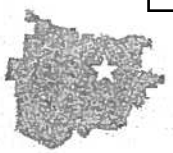
Atmos Energy Corporation
5420 Lyndon Baines Johnson Freeway, Suite 1800
P 214-206-2568 christopher.felan@atmosenergy.com

Guided by SAFETY

2022 RRM FILING

ATMOS energy.

Mid-Tex Division Highlights



In 2021, Atmos Energy spent more than $924 million in capital expenditures in the Mid-Tex Division, and more than 85% was spent to enhance the safety and reliability of our natural gas system.

This investment in system modernization also reduces our environmental impact. Our goal of reducing methane emissions by 50 percent from 2017 to 2035 is essential to our environmental commitment.

Atmos Energy submitted a Rate Review Mechanism (RRM) filing to the ACSC Cities Coalition on April 1, 2022 requesting an increase in annual revenues of approximately $102.4 million. This requested increase does not include the recovery of natural gas costs related to the winter weather event of February 2021 that were approved for recovery in the Securitization Docket Case No. 00007061.

DRIVERS BEHIND OUR $102.4M FILING

167
Miles of steel replaced in the Mid-Tex Division

220
Miles of cast iron replaced in the Mid-Tex Division

32.5k
Steel service lines replaced in the Mid-Tex Division

4,000
Hazardous leaks caused by excavation damage in the Mid-Tex Division

14,000
Miles surveyed for natural gas emissions in the Mid-Tex Division

1.3 million
Lines located in the Mid-Tex Division

As of October 29, 2021, Atmos Energy has completed the replacement of cast iron pipe. Per our records, the Mid-Tex Division has no cast iron pipe remaining. Atmos Energy continues its comprehensive pipe replacement program that prioritizes replacement of segments based on relative risk by analyzing many factors, including pipe material. This program is based on the company's Distribution Integrity Management plan developed in compliance with state and federal regulatory requirements. This replacement activity includes all pipe types, including steel and plastic, on both mains and service lines.

FUELING SAFE AND THRIVING COMMUNITIES

FUELING SAFE AND THRIVING COMMUNITIES

In partnership with hundreds of organizations, Atmos Energy's Fueling Safe and Thriving Communities outreach benefits school districts, nonprofits, after school programs, and food banks to everything from backpacks and laptops to nutritious breakfasts and books that help early childhood learners read on level by third grade. Vulnerable households also have access to funds through local energy assistance agencies that provide support with utility bills, weatherization, customer natural gas line repairs, and natural gas appliance repairs and replacements.

In 2021, Atmos Energy invested more than $4.7 million to provide educational, literacy, financial assistance, and food security resources across the Mid-Tex Division.

Our Customer Bill

The average residential customer will see an increase of $5.64 per month.

The average commercial customer will see an increase of $17.62 per month.

2022 Timeline

Between January 2021 and December 2021, more than $924 million was spent in the Mid-Tex Division to further increase the safety and reliability of our natural gas system.

APRIL 1
Atmos Energy files the RRM.

APRIL 2
ACSC Cities review period begins.

MAY 16
Customers receive notice of the RRM filing.

AUGUST
Settlement disussions.

SEPTEMBER
RRM is presented to ACSC City Councils for approval.

OCTOBER 1
Rates are implemented.

RRM FAQs

WHY IS ATMOS ENERGY ASKING FOR A RATE ADJUSTMENT?

The rates we charge customers – coupled with investor and creditor capital – allow us to enhance safety and reliability of our natural gas system through pipeline replacement and system modernization. We are requesting an increase in annual revenues of $102.4 million to recover the $924 million of capital spent from January 2021 through December 2021.

WHAT ROLE DOES THE CITY PLAY IN SETTING NATURAL GAS RATES?

The City Council reviews the rates we charge our customers in their cities. In Texas, cities have original jurisdiction over natural gas rates. In order to recover costs after they've been spent, natural gas utilities must file directly with the cities for approval to adjust rates. The Railroad Commission of Texas is the regulatory body for natural gas companies in Texas, with appellate jurisdiction over cities and jurisdiction over areas outside of city limits.

WHAT IS THE RRM?

The Rate Review Mechanism (RRM) is a fully transparent annual review of the rates we charge our customers in the Mid-Tex Division. This mechanism that was developed by the ACSC Coalition of Cities and Atmos Energy to ensure all of our spending is reviewed annually. It takes into consideration precedent decided by the Railroad Commission of Texas and outlines specific factors such as return on equity, capital structure and other administrative items, reducing the need for costly litigation that is ultimately borne by our customers. The parties reached a negotiated settlement in eight out of nine filings from 2013 through 2021.

WHAT IS A CAPITAL EXPENDITURE?

Capital expenditures are the costs associated with enhancing the safety and reliability of our natural gas system. Just like highways, bridges and other utility lines across the country, natural gas pipelines must be modernized over time. The associated costs, or capital expenditures, primarily include pipe replacement and repair, service line replacement, growth and fortification of the natural gas distribution system and overall pipeline integrity.

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/04/2022		
AGENDA SUBJECT:	Executive Session: Tx Gov't Code 551.074 - Personnel Matters – City Attorney Pendleton		
PREPARED BY:	Deputy City Secretary Sosol	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:			

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

RECOMMENDED ACTION:

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/04/2022		
AGENDA SUBJECT:	Executive Session: Tx Gov't Code 551.074 - Personnel Matters – City Secretary		
PREPARED BY:	Deputy City Secretary Sosol	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:			

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

RECOMMENDED ACTION:

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding item discussed in Executive Session – City Attorney		
PREPARED BY:	Deputy City Secretary Sosol	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:			

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

RECOMMENDED ACTION:

CITY COUNCIL
AGENDA ACTION FORM

AGENDA DATE:	04/12/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding item discussed in Executive Session – City Secretary.		
PREPARED BY:	Deputy City Secretary Sosol	**DATE SUBMITTED:**	04/04/2022
EXHIBITS:			

BUDGETARY IMPACT:	**Required Expenditure:**	$00.00
	Amount Budgeted:	$00.00
	Appropriation Required:	$00.00
CITY ADMINISTRATOR APPROVAL:		

SUMMARY:

RECOMMENDED ACTION: