

Bastrop, TX City Council Meeting Agenda
Bastrop City Hall City Council Chambers
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800



July 27, 2021, Executive Session at 5:30 P.M.

Regular Meeting at 6:30 P.M.

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON July 27, 2021. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

1. CALL TO ORDER

2. EXECUTIVE SESSION

2A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

2B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Bastrop County District Court Cause #1842-21, M.C. Bastrop 71, LP, and related litigation matters.

3. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

4. CALL TO ORDER – REGULAR SESSION – 6:30 P.M.

5. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

6. INVOCATION – Dustin Bartee, Senior Minister with Bastrop Christian Church

7. PRESENTATIONS

7A. Mayor's Report

7B. Council Members' Report

7C. City Manager's Report

8. WORK SESSION/BRIEFINGS

8A. Receive presentation of the Proposed FY2022 Budget and announce that the Public Hearing on the FY2022 budget will be held on September 14, 2021, at 6:30pm at City Hall 1311 Chestnut Street. (Submitted by: Paul A. Hofmann, City Manager)

9. STAFF AND BOARD REPORTS

9A. Receive presentation on the unaudited Monthly Financial Report for the period ending June 30, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)

9B. Receive Quarterly Report from Visit Bastrop (Submitted by: Tracy Waldron, Chief Financial Officer)

9C. Receive Quarterly Report from BEDC. (Submitted by: Candice Butts, Community Impact Manager)

9D. Receive Quarterly Report from Lost Pines Art Center. (Submitted by: Candice Butts, Community Impact Manager)

9E. Receive Quarterly Report from Bastrop Opera House. (Submitted by: Candice Butts, Community Impact Manager)

9F. Receive Quarterly Report from Bastrop Museum and Visitor Center. (Submitted by: Candice Butts, Community Impact Manager)

10. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on July 27, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

11. CONSENT AGENDA

The following may be acted upon in one motion. A Council Member or a citizen may request items be removed from the Consent Agenda for individual consideration.

- 11A. Consider action to approve City Council minutes from the July 12, 2021, Council and Bastrop Economic Development Corporation joint meeting and July 13, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 11B. Consider action to approve the second reading of Ordinance No. 2021-10 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 11C. Consider action to approve Resolution No. R-2021-72 of the City Council of the City of Bastrop, Texas, designating the Bastrop County Tax Assessor to calculate and certify the Truth in Taxation Tax Rates. (Submitted by: Tracy Waldron, Chief Financial Officer)


12. ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consider action to approve the second reading of Ordinance No. 2021-11 of the City Council of the City of Bastrop, Texas amending Chapter 9 – Personnel, Article 9.01, Section 9.01.001, of the Bastrop code of ordinances relating to the adoption of the Employee Handbook, making comprehensive revisions to that handbook; repealing conflicting ordinances and resolutions; including a severability clause, and establishing an effective date, and proper notice and meeting. (Submitted by: Tanya Cantrell, Human Resource Director)


- 12B. Consider action to approve Resolution No. R-2021-71 of the City Council of the City of Bastrop, Texas, approving a lease and maintenance program between the City of Bastrop and Enterprise FM Trust / Enterprise Fleet Management Inc. enabling the City of Bastrop Police Department to lease all the department's fleet vehicles, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Vicky L. Steffanic, Assistant Chief of Police and Tracy Waldron, Chief Financial Officer)
- 12C. Consider action to approve Resolution No. R-2021-70 of the City of Bastrop, Texas amending the City Council Rules of Procedure; establishing a repealing clause; and establishing an effective date. (Submitted by: Ann Franklin, City Secretary)

13. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, July 22, 2021 at 3:30 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary





STAFF REPORT

MEETING DATE: July 27, 2021

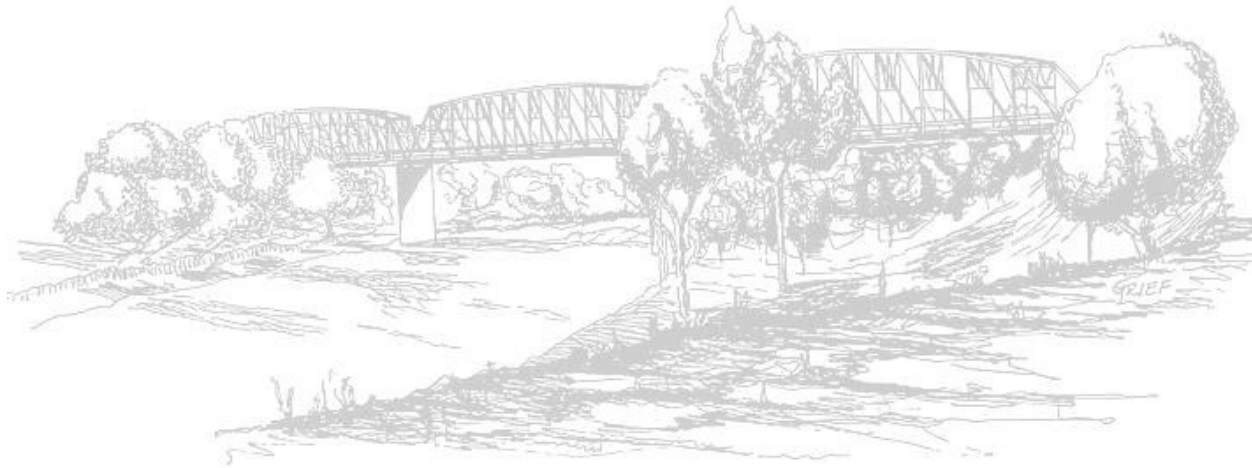
AGENDA ITEM: 2A

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: July 27, 2021

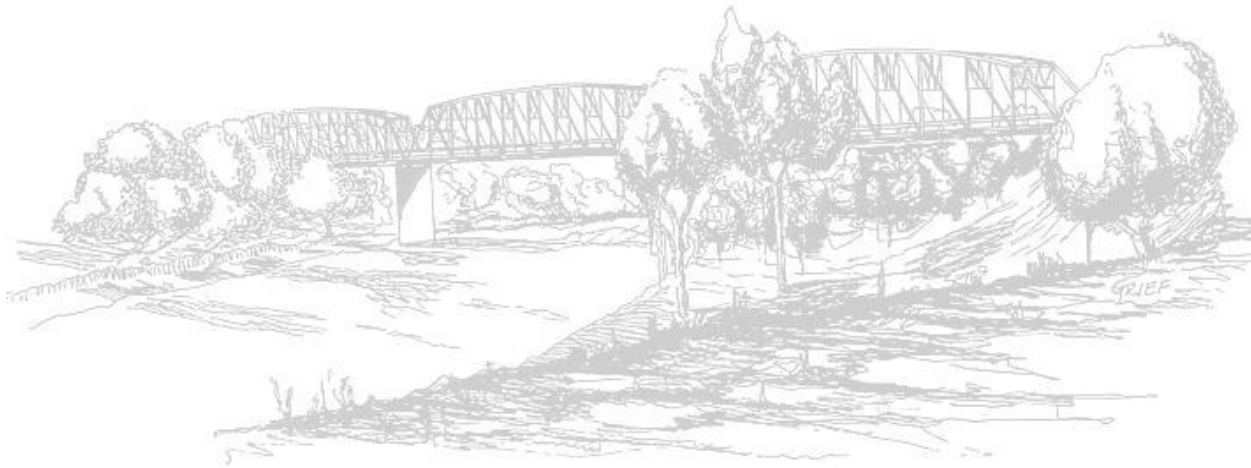
AGENDA ITEM: 2B

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Bastrop County District Court Cause #1842-21, M.C. Bastrop 71, LP, and related litigation matters.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 3

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 7A

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
July 27, 2021



Latest Activities

July 14 – 21

Events in 2021: 217



Boards & Commissions
Open House



Corvette Invasion



TML Small Cities Conference



Little Sheep
Learning Center



Ortho 360



TML REGION 10
QUARTERLY MEETING
TUESDAY, JULY 20, 2021
5:30 P.M. - VIA ZOOM

AGENDA

TML Region 10 Officers 2020 - 2022

President – Dr. Larry Wallace Jr., Mayor, City of Manor
Vice President – Victor Gonzalez, Mayor, City of Pflugerville
TML Board Director – Connie Schroeder, Mayor, City of Bastrop
Secretary – Lhuvia T. Almaraz, City Secretary, City of Manor

TML Region 10



Planned Events

July 22 -27

- July 22 – Welcome Reception for Nicole DeGuzman, Exec Dir for BCHS
- July 23 – Ambassador Lunch
- July 26 –
 - BEDC Board Strategic Plan and Budget Workshop
 - Children’s Advocacy Center Ribbon Cutting
- July 27
 - Chick Fil A Ribbon Cutting
 - Bastrop PD Teen Academy
 - City Council Meeting



Upcoming Events & City Meetings

- July 30 –
 - BEST Breakfast
 - Skate Park Ribbon Cutting (Fisherman's Park)
- August 2
 - Centennial Committee Meeting
 - Library Board
- August 4 – Chamber Luncheon
- August 5 – Farm Street Opry
- August 6 – Willy Wonka Jr. at Bastrop Opera House
- August 7 – Homecoming Parade
- August 10 - City Council Meeting





STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 7B

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

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STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 7C

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

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- (2) information regarding holiday schedules;
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- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 8A

TITLE:

Receive presentation of the Proposed FY2022 Budget and announce that the Public Hearing on the FY2022 budget will be held on September 14, 2021, at 6:30pm at City Hall 1311 Chestnut Street.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The commencement of this budget started in January 2021. With cooperation from all departments and feedback from City Council during the May 14th workshop, this proposed budget is being presented with City Council priorities in mind, incorporating as many new requests as feasible.

There are two budget workshops scheduled with City Council, August 17th & 18th, to discuss the contents of this proposed budget and come to a final budget document that will be adopted on September 28, 2021.

City Charter

- Sec. 6.02 The City Manager, at least thirty (30) days prior to the commencement of the fiscal year, shall prepare and submit a budget to the Council.
- Sec. 6.04 At the Council meeting at which time the budget is submitted, the Council shall, in conformance with the requirement of state law, name the date, time and place of a public hearing and shall cause to be published the date, time and place thereof.

The budget book structure will be a little different this year. The Finance staff is using a new software to create the budget document. This is more work this year but much easier in future years. The Fund summaries and department summaries are in two different sections. Please note that we did not have as much flexibility with layout as we have had in past documents. This software is intended to be a digital budget book so the option to make it printable is not the primary goal. I think you will like the consistency of the document and it will be on the website as a digital budget book making it easier for our citizens to review and navigate.

The final document will have additional pages related to demographics, history, process and achievements.



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 9A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending June 30, 2021.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Chief Financial Officer provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Water-Wastewater Fund, Bastrop Power & Light and the HOT Tax Fund.

REVENUE

General Fund is exceeding the forecast by almost 23%. This is attributed substantially to development fees and sales tax. Sales tax is almost 21% above forecast and the development services category of revenue is already \$1,005,743 over the budgeted amount.

Debt Service received the bond refunding proceeds which is an inflow of resources and you will see on the expense summary an outflow of resources reflecting the bond refunding.

HOT funds revenue is short of forecast due to COVID-19 impacting the hospitality industry to a greater extent than projected. The updated current projection, based on year-to-date actuals, is that we will experience a \$629,400 shortfall in revenue for FY2021.

The Capital Bond funds are short of forecast due to interest returns being lower than forecast.

All other funds are performing positive to forecast.

EXPENDITURES

Debt service has a transaction for the bond refunding.

All other funds are performing positive to forecast.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2020-77 on September 8, 2020.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending June 30, 2021

CITY OF BASTROP

Comprehensive Monthly Financial Report
June 2021



Performance at a Glance as of June 30, 2021



| | YEAR TO DATE | REFERENCE |
|--|---|-----------|
| ALL FUNDS SUMMARY | | |
| ALL FUNDS SUMMARY | POSITIVE | Page 3-4 |
| SALES TAXES | POSITIVE | Page 5 |
| PROPERTY TAXES | POSITIVE | Page 6 |
| GENERAL FUND EXPENSE BY DEPARTMENT | POSITIVE | Page 7 |
| WATER/WASTEWATER REVENUES | POSITIVE | Page 8 |
| WATER/WASTEWATER EXPENDITURES BY DIVISION | POSITIVE | Page 9 |
| ELECTRIC REVENUES | POSITIVE | Page 10 |
| HOTEL OCCUPANCY TAX REVENUES | NEGATIVE | Page 11 |
| HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION | POSITIVE | Page 12 |
| LEGAL FEES BY ATTORNEY/CATEGORY | POSITIVE | Page 13 |
| PERFORMANCE INDICATORS | | |
| POSITIVE | = Positive variance or negative variance < 1% compared to seasonal trends | |
| WARNING | = Negative variance of 1-5% compared to seasonal trends | |
| NEGATIVE | = Negative variance of >5% compared to seasonal trends | |

BUDGET SUMMARY OF ALL FUNDS

| | <u>FY2021</u> <u>Approved Budget</u> | <u>FY2021</u> <u>Forecast YTD</u> | <u>FY2021</u> <u>Actual YTD</u> | <u>Variance</u> |
|---------------------------------|---|--------------------------------------|------------------------------------|-----------------|
| <u>Revenues:</u> | | | | |
| General | \$ 13,231,238 | \$ 10,244,420 | \$ 12,544,947 | 22.5% |
| Designated | 63,583 | 34,050 | 42,745 | 25.5% |
| Innovation | 795,894 | 645,894 | 646,438 | 0.0% |
| Street Maintenance | 1,024,000 | 1,023,200 | 1,027,931 | 0.5% |
| Debt Service | 2,863,181 | 2,587,596 | 9,056,861 | 250.0% |
| Water/Wastewater | 6,587,165 | 4,656,583 | 5,061,398 | 8.7% |
| Water/Wastewater Debt | 2,956,026 | 1,545,582 | 1,550,080 | 0.3% |
| Water/Wastewater Capital Proj | 130,000 | 97,500 | 98,393 | 0.9% |
| Impact Fees | 1,571,278 | 1,173,459 | 2,410,400 | 105.4% |
| Vehicle & Equipment Replacement | 537,111 | 419,083 | 422,692 | 0.9% |
| Electric | 7,154,050 | 4,938,601 | 4,940,589 | 0.0% |
| HOT Tax Fund | 2,533,212 | 1,814,447 | 1,297,467 | -28.5% |
| Library Board | 20,600 | 13,600 | 14,126 | 3.9% |
| Cemetery | 108,750 | 72,500 | 83,799 | 15.6% |
| Capital Bond Projects | 1,105,793 | 1,078,996 | 1,010,593 | -6.3% |
| Grant Fund | 731,851 | 12,000 | 28,827 | 140.2% |
| Park/Trail Land Dedicaiton | 1,865 | 1,399 | 1,594 | 13.9% |
| Hunter's Crossing PID | 580,031 | 576,551 | 577,844 | 0.2% |
| Bastrop EDC | 3,953,570 | 1,996,553 | 2,552,948 | 27.9% |
| TOTAL REVENUES | \$ 45,949,198 | \$ 32,932,014 | \$ 43,369,672 | 31.7% |

POSITIVE

WARNING

NEGATIVE

= Positive variance or negative variance < 1% compared to forecast

= Negative variance of 1-5% compared to forecast

= Negative variance of >5% compared to forecast

BUDGET SUMMARY OF ALL FUNDS

| | <u>FY2021</u> <u>Approved Budget</u> | <u>FY2021</u> <u>Forecast YTD</u> | <u>FY2021</u> <u>Actual YTD</u> | <u>Variance</u> |
|---------------------------------|---|--------------------------------------|------------------------------------|-----------------|
| <u>Expense:</u> | | | | |
| General | \$ 13,748,678 | \$ 9,704,280 | \$ 9,317,057 | -4.0% |
| Designated | 481,000 | # 291,050 | 277,975 | -4.5% |
| Innovation | 958,130 | 572,427 | 573,604 | 0.2% |
| Street Maintenance | 1,020,654 | 682,199 | 41,375 | -93.9% |
| Debt Service | 2,997,157 | 719,369 | 6,946,989 | 865.7% |
| Water/Wastewater | 6,228,137 | 4,905,579 | 4,557,195 | -7.1% |
| Water/Wastewater Debt | 2,174,353 | 889,578 | 889,578 | 0.0% |
| Water/Wastewater Capital Proj. | 583,900 | 545,000 | 539,396 | -1.0% |
| Impact Fees | 1,984,939 | 86,250 | 74,689 | -13.4% |
| Vehicle & Equipment Replacement | 272,262 | 241,800 | 241,162 | -0.3% |
| Electric | 8,355,845 | 6,001,503 | 5,912,627 | -1.5% |
| HOT Tax Fund | 2,663,012 | 2,248,366 | 1,926,285 | -14.3% |
| Library Board | 23,450 | 17,588 | 954 | -94.6% |
| Park Dedication | 100,000 | 100,000 | 100,000 | 0.0% |
| Cemetery | 79,803 | 61,822 | 60,616 | -2.0% |
| Hunter's Crossing PID | 501,025 | 449,144 | 448,359 | -0.2% |
| Capital Projects (Bond) | 24,944,196 | 6,316,737 | 6,333,505 | 0.3% |
| Grant Fund | 731,851 | 40,642 | 39,279 | -3.4% |
| Bastrop EDC | 5,131,091 | 2,541,737 | 2,048,089 | -19.4% |
| TOTAL EXPENSES | \$ 72,979,483 | \$ 36,415,071 | \$ 40,328,734 | 10.7% |

POSITIVE

WARNING

NEGATIVE

= Negative variance or positive variance < 1% compared to forecast

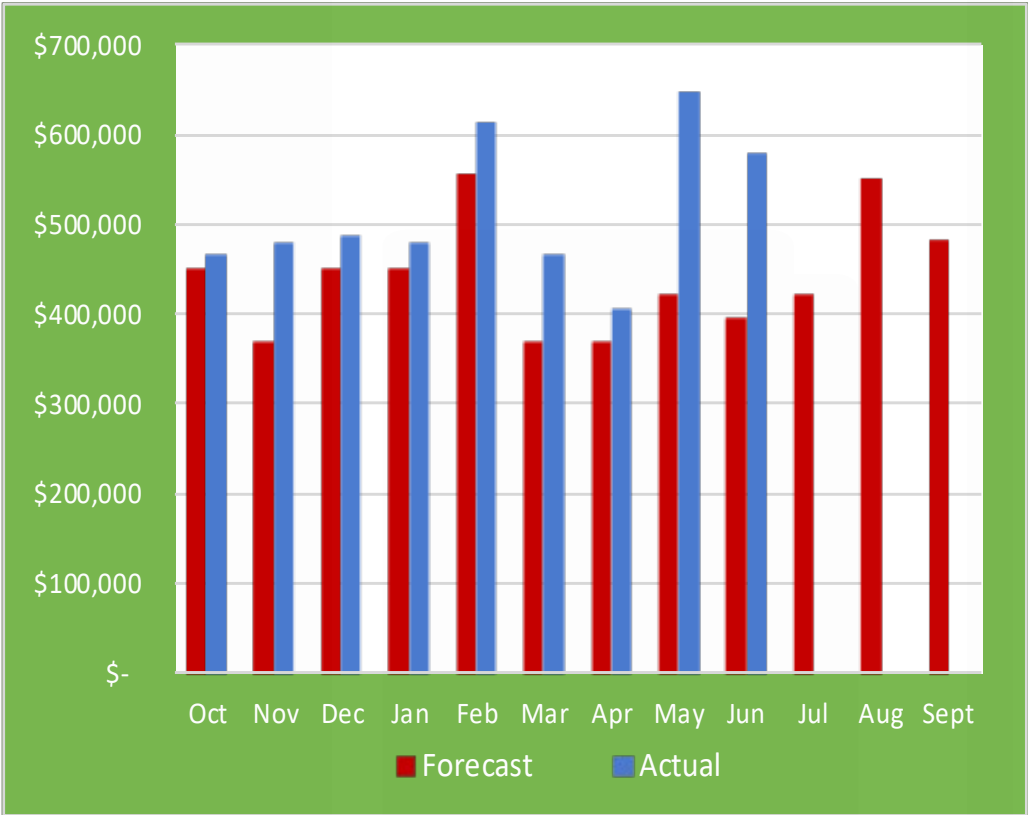
= Positive variance of 1-5% compared to forecast

= Positive variance of >5% compared to forecast

REVENUE ANALYSIS

SALES TAX REVENUE

| Month | FY2021 Forecast | FY2021 Actual | Monthly Variance |
|---------------------|---------------------|---------------------|---------------------|
| Oct | \$ 447,689 | \$ 464,945 | \$ 17,256 |
| Nov | 368,685 | 477,068 | \$ 108,383 |
| Dec | 447,689 | 484,697 | \$ 37,008 |
| Jan | 447,689 | 478,752 | \$ 31,063 |
| Feb | 553,028 | 609,630 | \$ 56,602 |
| Mar | 368,685 | 464,043 | \$ 95,358 |
| Apr | 368,685 | 404,900 | \$ 36,215 |
| May | 421,355 | 644,971 | \$ 223,616 |
| Jun | 395,020 | 577,121 | \$ 182,101 |
| Jul | 421,355 | | \$ - |
| Aug | 547,761 | | \$ - |
| Sept | 479,291 | | \$ - |
| Total | \$ 5,266,932 | \$ 4,606,127 | \$ 787,602 |
| Cumulative Forecast | \$ 3,818,525 | | |
| Actual to Forecast | \$ 787,602 | 20.6% | |

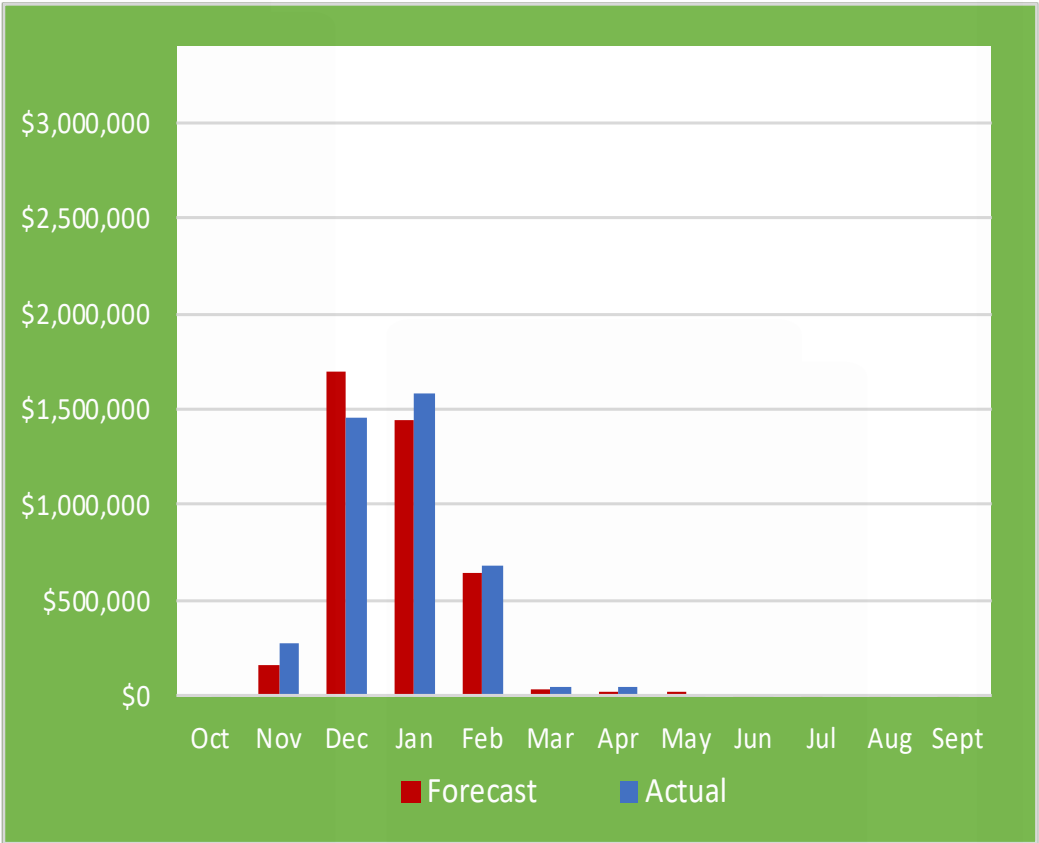


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual is almost 20% greater than forecasted. Research into the increase has shown the home improvement stores and lumber are a large part of the increase.

PROPERTY TAX REVENUE

| Month | FY2021 Forecast | FY2021 Actual | Monthly Variance |
|---------------------|---------------------|---------------------|---------------------|
| Oct | \$ - | \$ 696 | \$ 696 |
| Nov | 161,543 | 280,465 | \$ 118,922 |
| Dec | 1,696,205 | 1,451,029 | \$ (245,176) |
| Jan | 1,437,736 | 1,584,842 | \$ 147,106 |
| Feb | 646,173 | 682,148 | \$ 35,975 |
| Mar | 32,309 | 49,771 | \$ 17,462 |
| Apr | 16,154 | 41,972 | \$ 25,818 |
| May | 16,154 | 8,341 | \$ (7,813) |
| Jun | 8,077 | 15,630 | \$ 7,553 |
| Jul | 8,077 | | |
| Aug | 8,077 | | |
| Sept | 8,077 | | |
| Total | \$ 4,038,582 | \$ 4,114,894 | \$ 100,543 |
| Cumulative Forecast | \$ 4,014,351 | | |
| Actual to Forecast | \$ 100,543 | 2.50% | |



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is 2.5% over forecast. The timing of when these payments are received does not stay consistent from year to year which increases the difficulty of forecasting the monthly receipts.

GENERAL FUND EXPENDITURES BY DEPT.

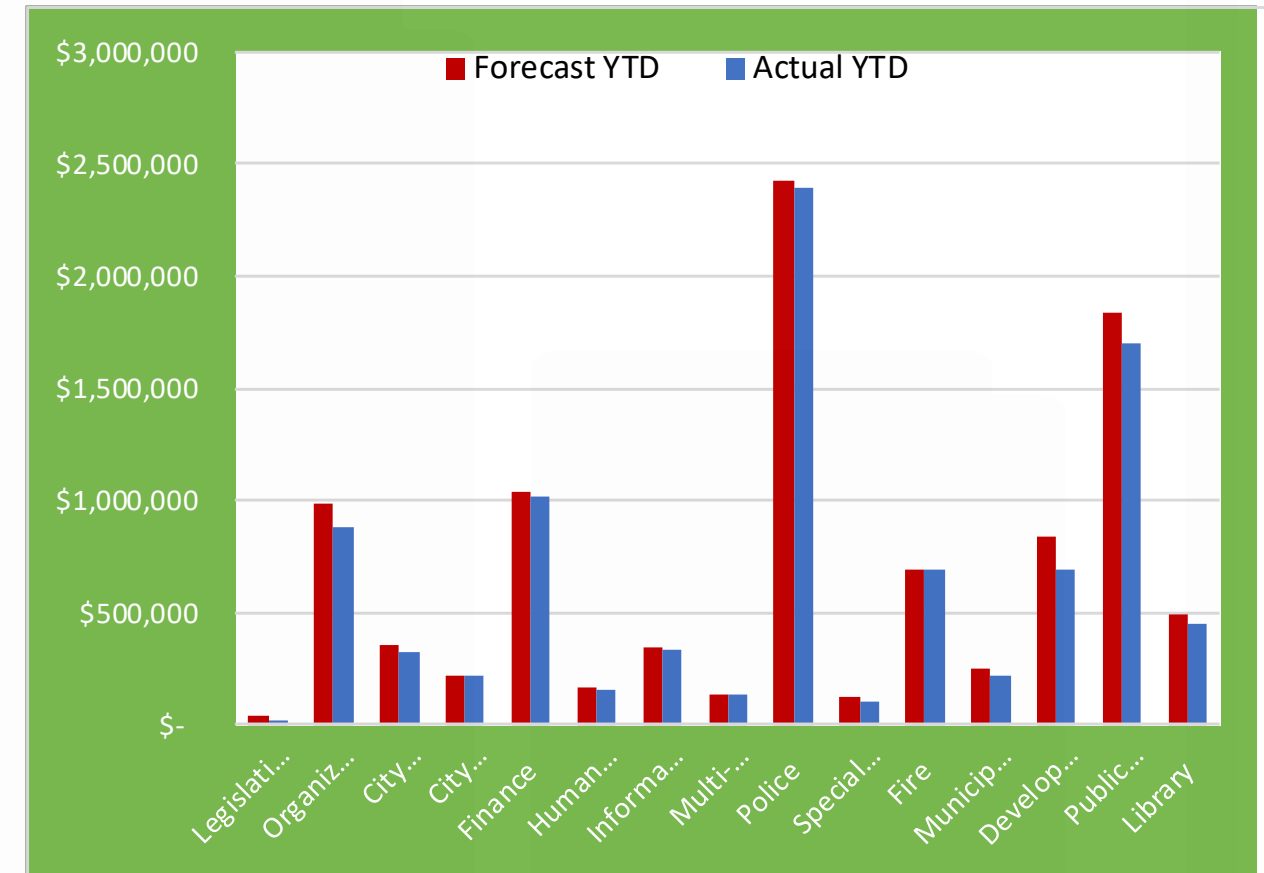
| <u>Division</u> | <u>FY2021 Forecast YTD</u> | <u>FY2021 Actual YTD</u> | <u>Variance</u> |
|------------------------|--------------------------------|------------------------------|---------------------|
| Legislative | \$ 36,562 | \$ 15,299 | \$ (21,263) |
| Organizational | 981,320 | 878,062 | \$ (103,258) |
| City Manager | 351,898 | 323,251 | \$ (28,647) |
| City Secretary | 221,043 | 218,071 | \$ (2,972) |
| Finance | 1,035,204 | 1,018,481 | \$ (16,723) |
| Human Resources | 165,653 | 152,975 | \$ (12,678) |
| Information Technology | 349,041 | 337,114 | \$ (11,927) |
| Multi-Media | 134,852 | 132,365 | \$ (2,487) |
| Police | 2,430,040 | 2,394,468 | \$ (35,572) |
| Special Events/Reserv. | 126,913 | 108,025 | \$ (18,888) |
| Fire | 695,209 | 687,467 | \$ (7,742) |
| Municipal Court | 252,680 | 215,747 | \$ (36,933) |
| Development Services | 836,826 | 689,160 | \$ (147,666) |
| Public Works | 1,833,648 | 1,696,069 | \$ (137,579) |
| Library | 488,799 | 450,503 | \$ (38,296) |
| Total | \$ 9,939,688 | \$ 9,317,057 | \$ (622,631) |

Actual to Forecast

93.7%

POSITIVE

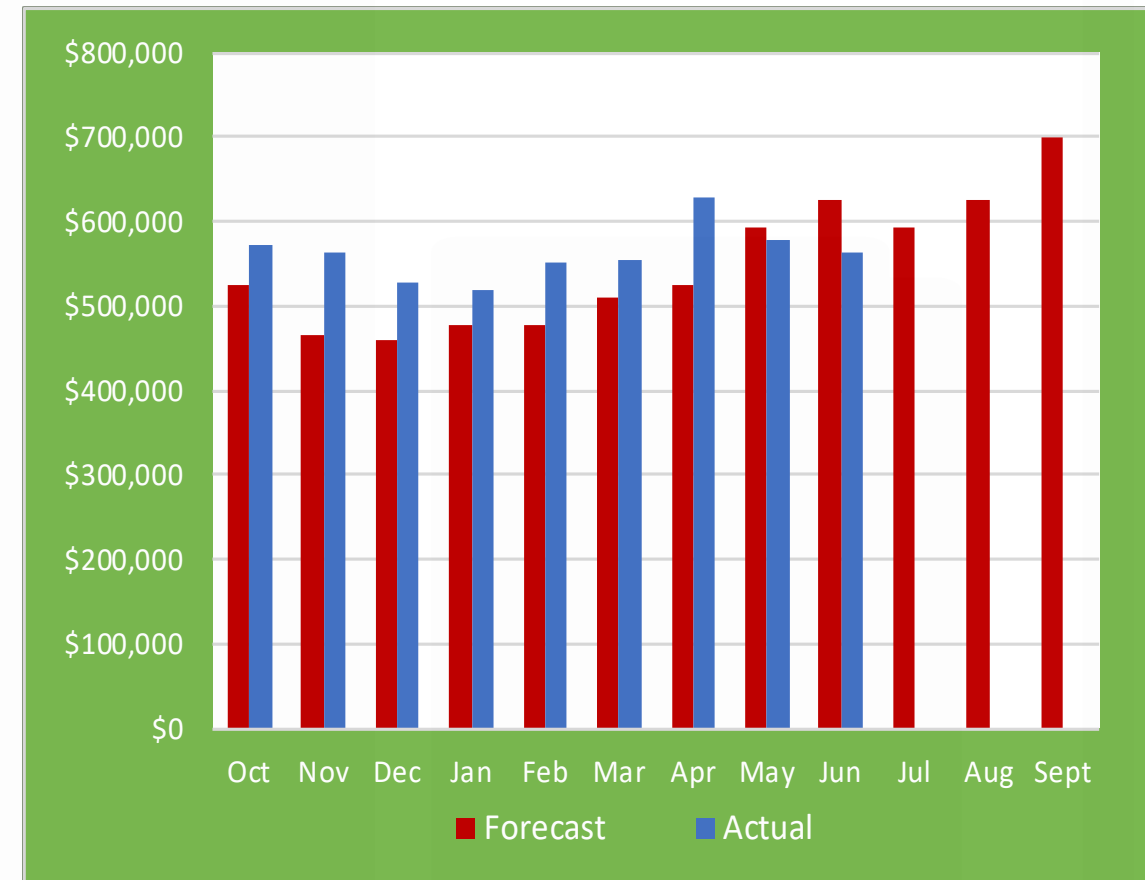
This is a new page to the financial report that looks at forecast to actual by department within the General Fund. YTD the actual is 94% of forecast. We will continue to refine our forecast based on historic patterns and understanding of what has been budgeted.



REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

| Month | FY2021 Forecast | FY2021 Actual | Monthly Variance |
|---------------------|---------------------|---------------------|---------------------|
| Oct | \$ 525,920 | \$ 572,388 | \$ 46,468 |
| Nov | 466,616 | 564,581 | \$ 97,965 |
| Dec | 460,044 | 527,318 | \$ 67,274 |
| Jan | 476,204 | 518,692 | \$ 42,488 |
| Feb | 476,616 | 552,417 | \$ 75,801 |
| Mar | 509,760 | 555,134 | \$ 45,374 |
| Apr | 525,920 | 629,467 | \$ 103,547 |
| May | 591,384 | 576,861 | \$ (14,523) |
| Jun | 624,116 | 564,540 | \$ (59,576) |
| Jul | 591,796 | | |
| Aug | 624,528 | | |
| Sept | 699,992 | | |
| Total | \$ 6,572,896 | \$ 5,061,398 | \$ 404,818 |
| Cumulative Forecast | \$ 4,656,580 | | |
| Actual to Forecast | \$ 404,818 | 8.69% | |



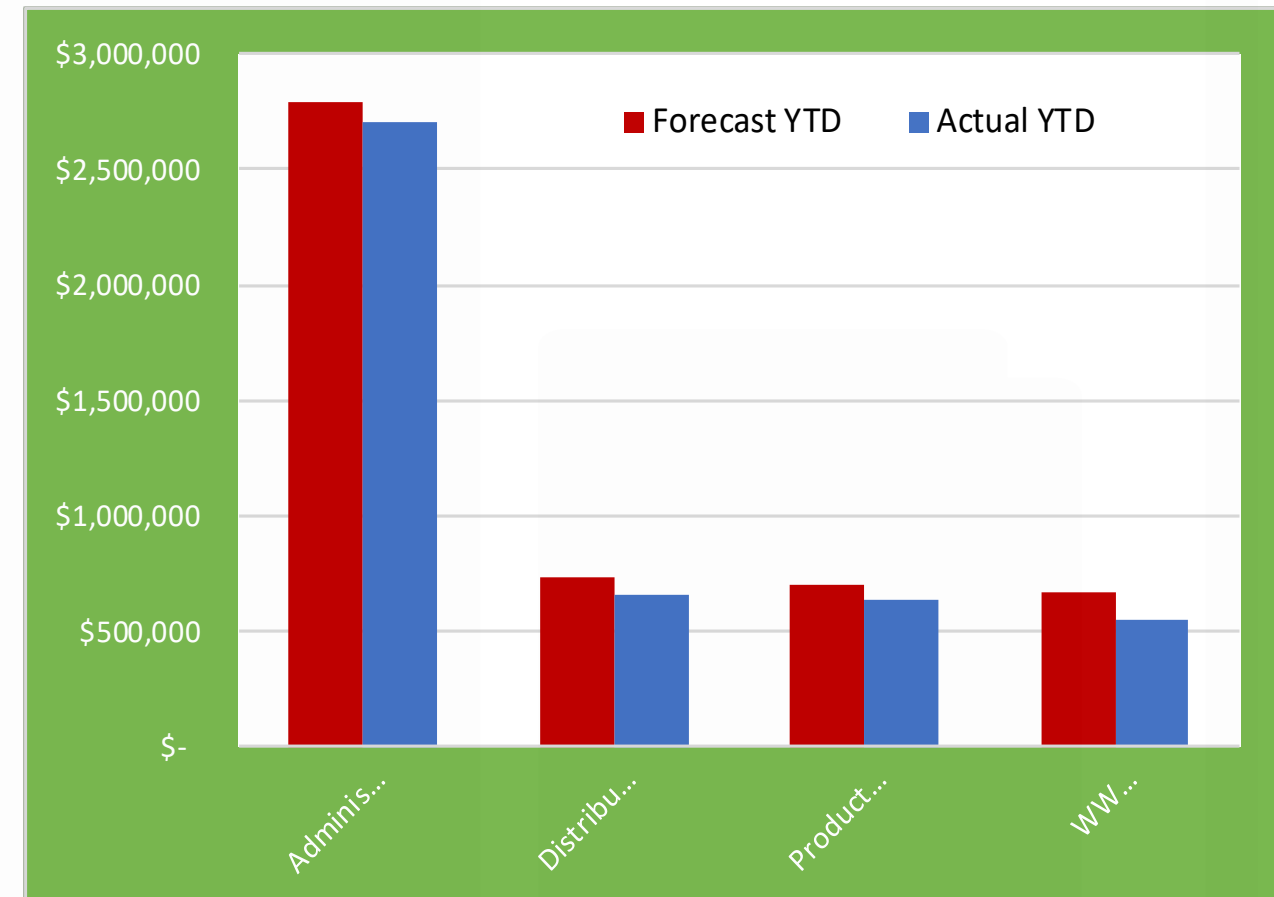
POSITIVE

The water and wastewater actual revenue is higher than forecast 8.7%. There were 25 new meters set this month 22 residential and 3 commercial.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

| <u>Division</u> | <u>FY2021 Forecast YTD</u> | <u>FY2021 Actual YTD</u> | <u>Variance</u> |
|-------------------------|--------------------------------|------------------------------|----------------------------|
| Administration | \$ 2,796,781 | \$ 2,705,290 | \$ (91,491) |
| Distribution/Collection | 734,382 | 664,328 | \$ (70,054) |
| Production/Treatment | 703,786 | 637,458 | \$ (66,328) |
| WW Treatment Plant | <u>670,630</u> | <u>550,118</u> | <u>\$ (120,512)</u> |
| Total | <u>\$ 4,905,579</u> | <u>\$ 4,557,194</u> | <u>\$ (348,385)</u> |
| Actual to Forecast | | 92.9% | |



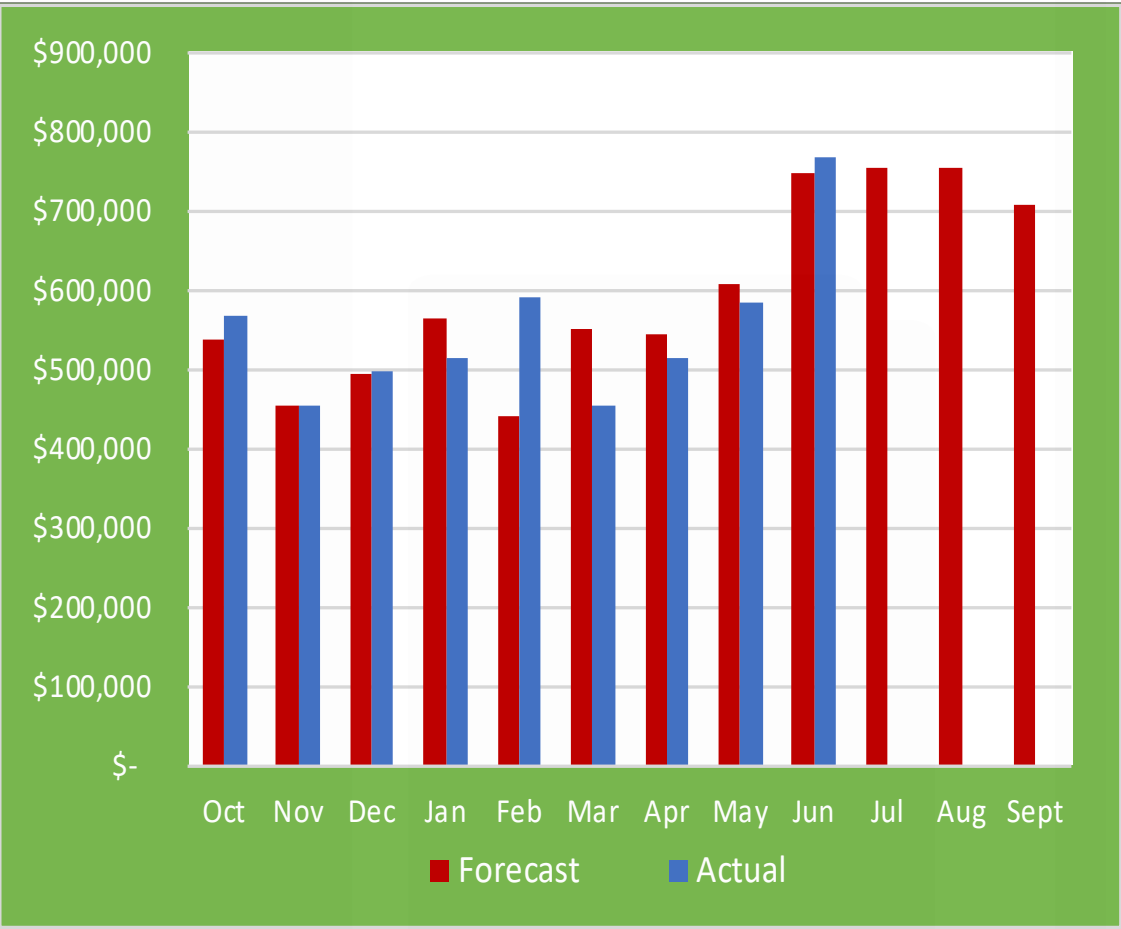
POSITIVE

This is a new page in the Financial Report that tracks the actual to forecast by divisions within the Water/Wastewater department. The actual is 93% of forecast.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

| Month | FY2021 Forecast | FY2021 Actual | Monthly Variance |
|---------------------|---------------------|---------------------|---------------------|
| Oct | \$ 537,087 | \$ 566,455 | \$ 29,368 |
| Nov | 452,966 | 454,582 | \$ 1,616 |
| Dec | 495,027 | 497,321 | \$ 2,294 |
| Jan | 563,804 | 513,921 | \$ (49,883) |
| Feb | 439,936 | 589,838 | \$ 149,902 |
| Mar | 551,107 | 453,586 | \$ (97,521) |
| Apr | 544,097 | 514,320 | \$ (29,777) |
| May | 607,188 | 584,871 | \$ (22,317) |
| Jun | 747,389 | 765,696 | \$ 18,307 |
| Jul | 754,399 | | |
| Aug | 754,399 | | |
| Sept | 706,651 | | \$ - |
| Total | \$ 7,154,050 | \$ 4,940,590 | \$ 1,989 |
| Cumulative Forecast | \$ 4,938,601 | | |
| Actual to Forecast | \$ 1,989 | 0.04% | |



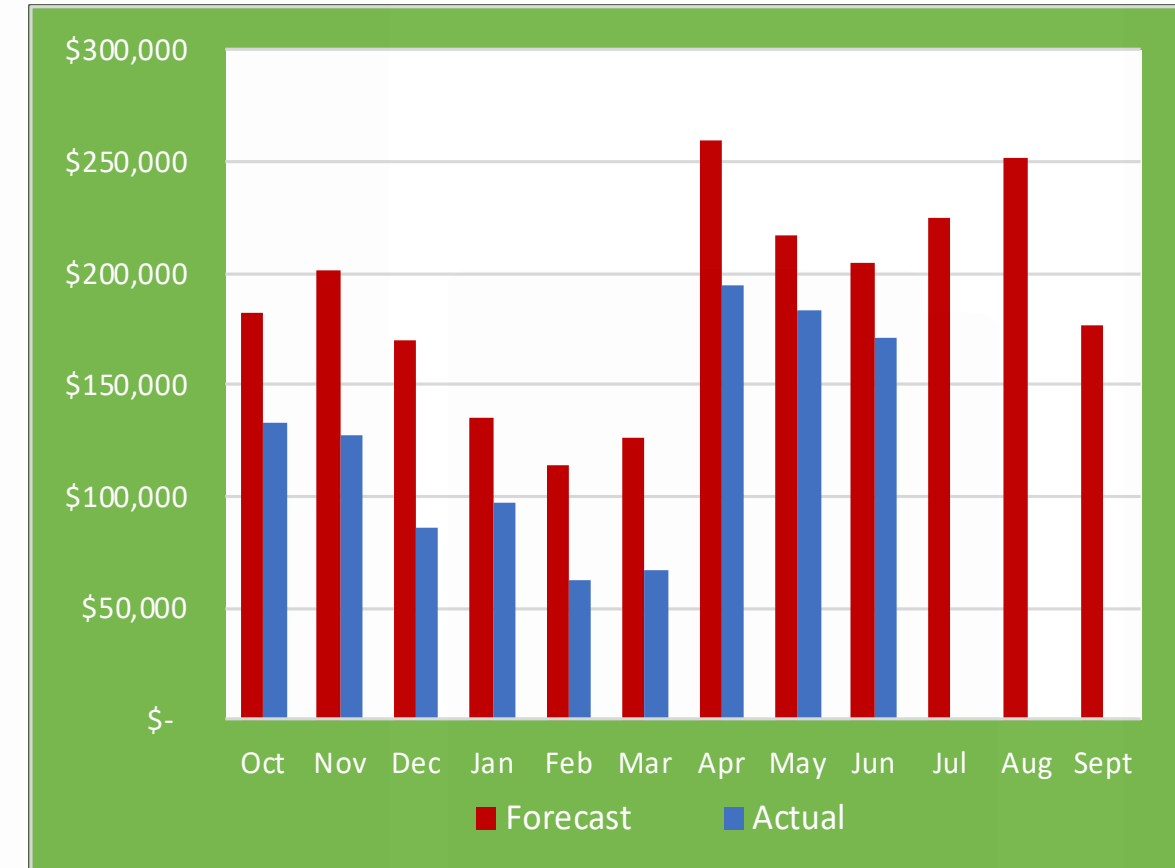
POSITIVE

The Electric utility revenue is just slightly above forecasted revenue. There were 10 new meters set this month 8 residential and 2 commercial.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

| Month | FY2021 Forecast | FY2021 Actual | Monthly Variance |
|----------------------|---------------------|---------------------|---------------------|
| Oct | \$ 182,735 | \$ 132,707 | \$ (50,028) |
| Nov | 201,789 | 127,813 | \$ (73,976) |
| Dec | 170,328 | 85,533 | \$ (84,795) |
| Jan | 134,764 | 96,666 | \$ (38,098) |
| Feb | 113,497 | 62,522 | \$ (50,975) |
| Mar | 126,348 | 67,186 | \$ (59,162) |
| Apr | 259,365 | 195,099 | \$ (64,266) |
| May | 217,006 | 183,582 | \$ (33,424) |
| Jun | 205,131 | 170,854 | \$ (34,277) |
| Jul | 224,808 | | |
| Aug | 251,780 | | |
| Sept | 176,849 | | |
| Total | \$ 2,264,400 | \$ 1,121,962 | \$ (489,001) |
| Cumulative Forecast | \$ 1,610,963 | | |
| Actual to Forecast % | \$ (489,001) | -30.4% | |



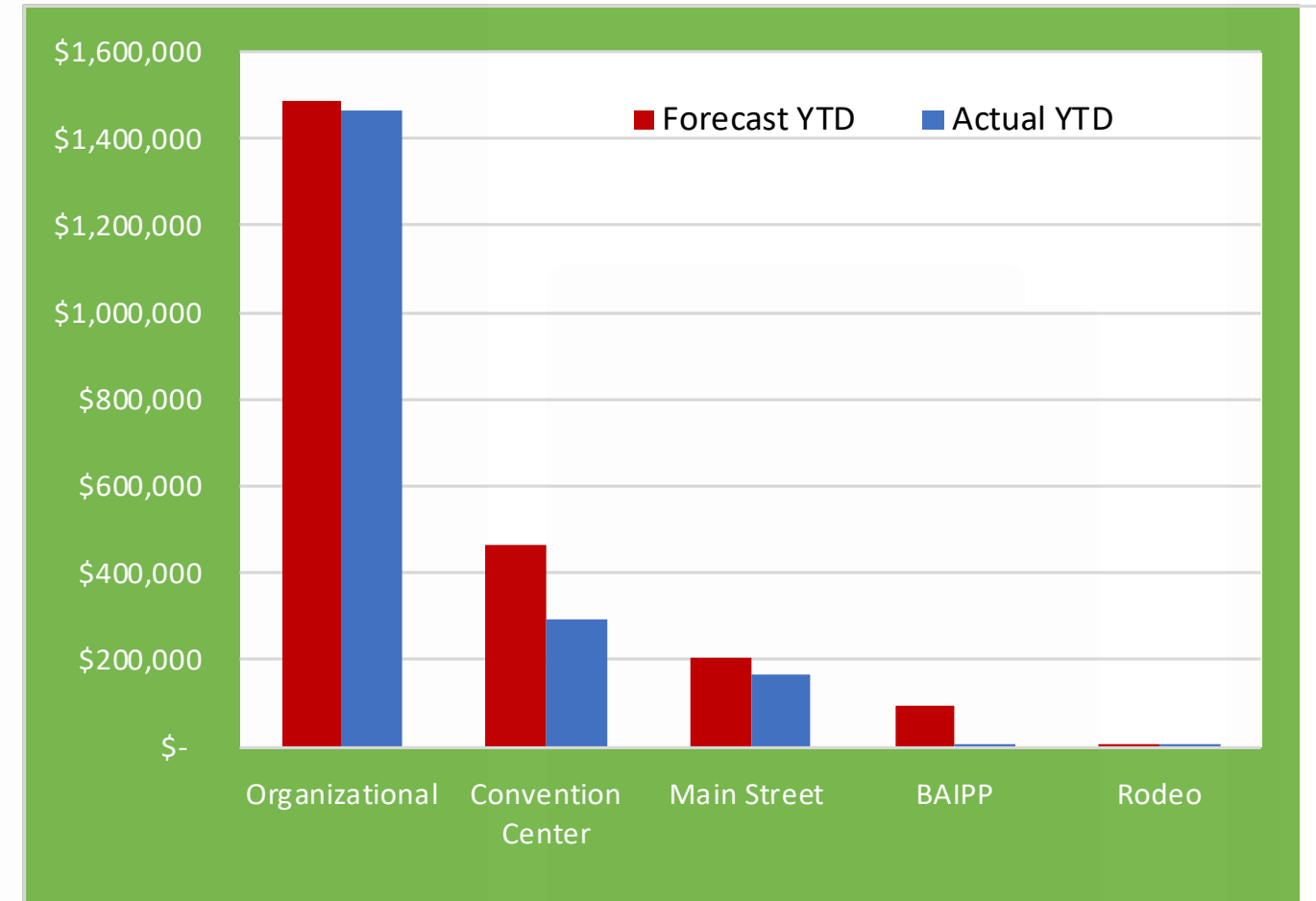
NEGATIVE

So far YTD we are over 30% negative actual to forecast. **The Hotel Tax revenue YTD is \$197,005 less than same time last year.**

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

| <u>Division</u> | <u>FY2021 Forecast YTD</u> | <u>FY2021 Actual YTD</u> | <u>Variance</u> |
|--------------------|----------------------------|--------------------------|---------------------|
| Organizational | \$ 1,484,821 | \$ 1,467,233 | \$ (17,588) |
| Convention Center | 463,364 | 292,089 | \$ (171,275) |
| Main Street | 204,458 | 163,764 | \$ (40,694) |
| BAIPP | 93,459 | 670 | \$ (92,789) |
| Rodeo | 2,175 | 2,529 | \$ 354 |
| Total | \$ 2,248,277 | \$ 1,926,285 | \$ (321,992) |
| Actual to Forecast | | 85.7% | |



POSITIVE

This is a new page in the Financial Report that shows the actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual almost 86% of forecast.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – June 2021

| FIRM | CASE | FY18-19 | FY19-20 | FY20-21 |
|---|------------------------------|-------------------|-------------------|-------------------|
| BUNDREN | | | | |
| | Pine Forest Interlocal | \$ 6,195 | \$ 1,298 | \$ 944 |
| BOJORQUEZ | | | | |
| | General Legal | \$ 432,931 | \$ 185,102 | \$ 99,758 |
| | NEU Review | \$ - | \$ - | \$ 8,493 |
| | COVID-19 | \$ - | \$ 8,687 | \$ 186 |
| | Vandiver | \$ 1,857 | \$ - | \$ - |
| | Pine Forest Interlocal | \$ - | \$ 1,275 | \$ - |
| | Prosecutor (Municipal Court) | \$ 23,357 | \$ 15,526 | \$ 8,153 |
| | Water/WW | \$ 46,721 | \$ 57,168 | \$ 56,017 |
| RUSSEL RODRIGUEZ HYDE | | | | |
| | Hunter's Crossing PID | \$ - | \$ 7,378 | \$ 2,808 |
| MULTIPLE FIRMS | | | | |
| | XS Ranch Water Rights | \$ 6,204 | \$ 4,888 | \$ - |
| | Hunter's Crossing PID | \$ 89,899 | \$ 10,391 | \$ - |
| TAYLOR, OLSON, ADKINS, SRALLA & ELAM | | | | |
| | Red Light Camera Suit | \$ 717 | \$ 64 | \$ - |
| | | <u>\$ 607,881</u> | <u>\$ 291,777</u> | <u>\$ 176,358</u> |

SUMMARY OF CASE/TYPE

| Row Labels | Sum of FY18-19 | Sum of FY19-20 | Sum of FY20-21 |
|------------------------------|-------------------|-------------------|-------------------|
| COVID-19 | \$ - | \$ 8,687 | \$ 186 |
| General Legal | \$ 432,931 | \$ 185,102 | \$ 99,758 |
| Hunter's Crossing PID | \$ 89,899 | \$ 17,769 | \$ 2,806 |
| Pine Forest Interlocal | \$ 6,195 | \$ 2,573 | \$ 944 |
| Prosecutor (Municipal Court) | \$ 23,357 | \$ 15,526 | \$ 8,153 |
| Red Light Camera Suit | \$ 717 | \$ 64 | \$ - |
| Vandiver | \$ 1,857 | \$ - | \$ - |
| Water/WW | \$ 46,721 | \$ 57,168 | \$ 56,017 |
| XS Ranch Water Rights | \$ 6,204 | \$ 4,888 | \$ - |
| NEU Review | \$ - | \$ - | \$ 8,493 |
| Grand Total | \$ 607,881 | \$ 291,777 | \$ 176,358 |



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 9B

TITLE:

Receive Quarterly Report from Visit Bastrop.

ATTACHMENT(S):

- PowerPoint





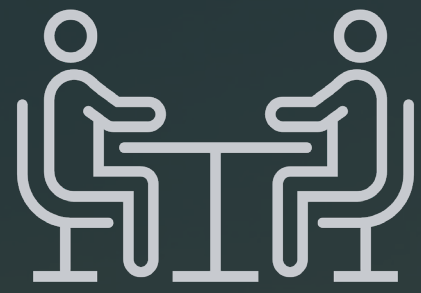
VISIT
BASTROP EST. 1832
Texas

Q3 FY21: April, May & June
Sales and Marketing Report

Collaboration THAT COUNTS.

- Chamber Luncheons
- Mayors Prayer Luncheon
- Stakeholder Meetings
- Community Assets Meetings
- Chamber Board Meetings
- Uniquely Bastrop Webinar
- Numerous webinars re: state of the industry
- East 40 new venue site visit
- Film Bastrop Industry Meeting
- Government Affairs Meeting
- Real Estate Presentation
- LCRA Parks Luncheon
- County wide mixer
- Farm Street Opry
- Historic Commission Meeting
- Texas Tourism College

Today's sales. TOMORROW'S BUSINESS.



83 Partner Outreach



539 Sales Calls

| | YTD Quantity | YTD Room Nights | YTD Attendees | Last Year Quantity | Last Year Room Nights | Last Year Attendees |
|------------------------|--------------|-----------------------------------|---------------|--------------------|-------------------------------------|---------------------|
| LEADS | 53 | 13,045 | 15,875 | 45 | 11,271 | 13,766 |
| LEADS SERVICE REQUESTS | 8 | Known Contract Value \$544,144 | 1,800 | 2 | Known Contract Value \$28,572.52 | 1,800 |

Results worth FIVE STARS.

Not only does the growth of our local tourism industry rely on the overnight visitor, so do a myriad of friends and neighbors. Lodging owners. Cleaning crews. Landscapers. Electricians. Plumbers. Handymen. The list is endless.

| | YTD Quantity | YTD Room Nights | YTD Attendees | Last Year Quantity | Last Year Room Nights | Last Year Attendees |
|---------------------------|--------------|--------------------------------|---------------|--------------------|---|---------------------|
| DEFINITES | 23 | 4,634 | 10,790 | 47 | 11,019 | 17,125 |
| DEFINITE SERVICE REQUESTS | 10 | Known Contract Value \$538,744 | 1,965 | 12 | Known Contract Value \$827,095 *(3) Large groups | 920 |

Return on INVESTMENT.

Visitors who stay here spend here.

As locals, we get to enjoy all the wonderful offerings in Bastrop, while also reminding ourselves that without the visitors, many of our businesses would not be in existence today.

YTD ECONOMIC IMPACT – BOOKED BUSINESS

FY 2020 - 2021 - \$2,266,020.32
FY 2019 – 2020 - \$6,889,437.00

YTD ECONOMIC IMPACT – LEADS GENERATED

FY 2020 – 2021 - \$11,716,011.00
FY 2019 - 2020 - \$10,036,174.00

RECOVERY

Meeting Planner Sentiments – Meetings & Events

- The return of corporate travel, professional meetings, conventions and events is expected to take four years or more to recover.
- Business travel spending is down 69% and spending related to meetings, conferences and events declined even further—down 76%.
- Until business travel, meetings and events are fully restored, the pace of economic recovery will continue to suffer.

Top Barriers to resuming business travel.....

Restrictive government and company policies. Not the traveler themselves.

RECOVERY

Travelers Sentiments – Leisure

- Last 3 months shows that 44.6% of Americans have taken an overnight trip.
- 70% of these travelers participated in at least one leisure activity with the most “close to normal” experience being dining in restaurants.
- Below half of these travelers felt their experience in hotels, at events, in attractions, onboard commercial airlines and in airport businesses were normal or satisfactory.
- 28.2% of travelers said their most recent travel experience has made them more enthusiastic to travel and 22.9% say their experiences have made them sympathetic to the travel industry.

TRAVELERS CONCERNS

1. Safety of others
2. Safety of ourselves
3. COVID 19 Variants

FY 2021 MARKETING KPI's

| PUBLIC RELATIONS | 2020 ACTUALS | 20-21 GOALS | ACTUALS Q1 | ACTUALS Q2 | ACTUALS Q3 | YTD |
|-------------------------------|----------------------|-----------------------------|-----------------|-----------------------|---------------------|------------------|
| PR PITCHES | 39 pitches | flat projection- COVID | 14 pitches | 31 pitches | 16 pitches | 61 pitches |
| MEDIA ALERTS & PRESS RELEASES | 12 releases & alerts | flat projection - COVID | - | 2 alerts and releases | 4 alerts & releases | 6 media alerts |
| WEBSITE | | | | | | |
| PAID SEARCH | 26,023 sessions | +15% YOY (29,926 sessions) | 5,866 sessions | 11,386 sessions | 14,066 sessions | 31,318 sessions |
| OVERALL TRAFFIC | 134,031 sessions | +7% YOY (143,413 sessions) | 47,342 sessions | 35,469 sessions | 47,028 sessions | 129,839 sessions |
| ORGANIC TRAFFIC | 74,574 sessions | +7% YOY (79,794 sessions) | 27,515 sessions | 17,587 sessions | 24,237 sessions | 69,339 sessions |
| REPEAT VISITORS | 30,122 sessions | +7% YOY (32,231 sessions) | 11,743 sessions | 7,828 sessions | 11,189 sessions | 30,760 sessions |
| BLOG TRAFFIC | 3,234 sessions | +7% YOY (3,460 sessions) | 935 sessions | 870 sessions | 1,060 sessions | 2,865 sessions |
| VISITOR GUIDE REQUESTS | 1,002 requests | +20% YOY (1,202 requests) | 300 requests | 579 requests | 435 requests | 1,314 requests |

FY 2021 MARKETING KPI's

| SOCIAL MEDIA | 2020 ACTUALS | 20-21 GOALS | ACTUALS Q1 | ACTUALS Q2 | ACTUALS Q3 | YTD |
|-------------------------------------|-----------------------|-------------------------------------|----------------------|----------------------|----------------------|-----------------------|
| FACEBOOK ENGAGEMENTS | 27,932 engagements | 5% + YOY (29,328 engagements) | 1,700 engagements | 5,445 engagements | 4,702 engagements | 11,847 engagements |
| INSTAGRAM FOLLOWERS | 1,756 followers | 30% + YOY (1,843 followers) | 1,058 followers | 2,129 followers | 2,304 followers | 2,129 followers |
| TWITTER FOLLOWERS | 594 followers | 10% + YOY (653 followers) | 594 followers | 587 followers | 584 followers | 584 followers |
| NEWSLETTER | 2020 ACTUALS | 2021 GOALS | Q1 ACTUALS | Q2 ACTUALS | ACTUALS Q3 | YTD |
| E-NEWSLETTER OPT INS (LEISURE) | 202 opt-ins | +35% YOY (272 opt-ins) | 280 opt ins | 522 opt ins | 598 opt ins | 802 opt ins |
| E-NEWSLETTER OPT INS (MEETING) | 754 opt-ins | +10% YOY (829 opt- ins) | 0 opt ins | 1 opt ins | 0 opt ins | 1 opt ins |
| E-NEWSLETTER OPEN RATE (LEISURE) | 32% open rate | Exceed industry standard 11.3% | 35% open rate | 29% open rate | 23.8 open rate | N/A |
| E-NEWSLETTER OPEN RATE (MEETING) | 28% open rate | Exceed industry standard 11.3% | 25% open rate | 14.7 % open rate | N/A | N/A |

Q3 WEBSITE OVERVIEW

Overall Traffic Summary | 6 Months & YTD

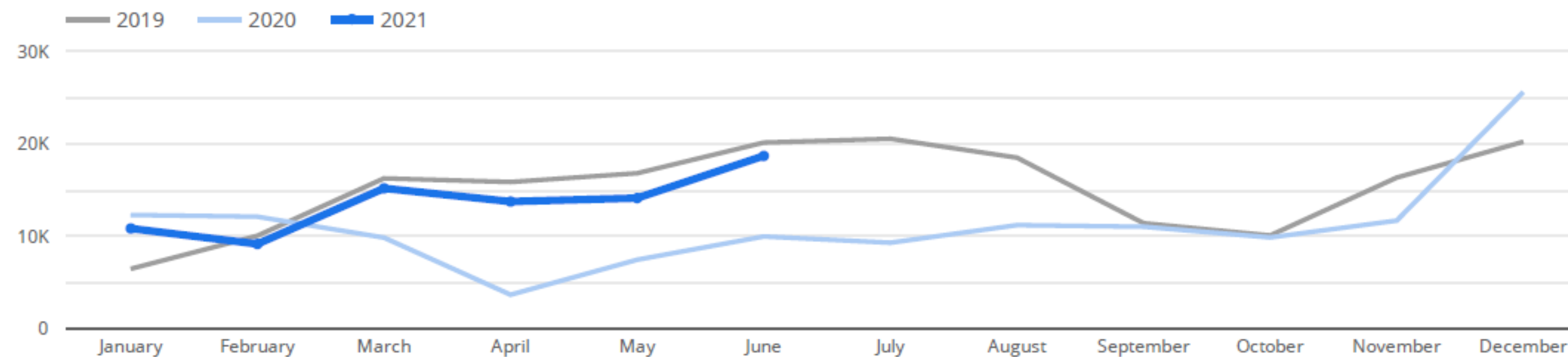
How is my total traffic performing over time?

by Sessions, Users, Bounce Rate, Pageviews, Pages per Sessions, and Avg. Session Duration

| Month | Sessions | % Δ | Users | Bounce Rate | Pageviews | Pages / Session | Avg. Session Duration |
|----------|----------|----------|--------|-------------|-----------|-----------------|-----------------------|
| June | 18,693 | 87.3% ↑ | 14,382 | 46.97% | 43,221 | 2.31 | 00:01:59 |
| May | 14,183 | 90.0% ↓ | 10,916 | 46.29% | 35,384 | 2.49 | 00:02:06 |
| April | 13,757 | 273.9% ↑ | 11,176 | 48.51% | 32,542 | 2.37 | 00:02:02 |
| March | 15,188 | 54.1% ↑ | 12,272 | 48.22% | 36,843 | 2.43 | 00:02:07 |
| February | 8,807 | -27.3% ↓ | 7,025 | 51.02% | 20,220 | 2.3 | 00:02:01 |
| January | 10,844 | -11.9% ↓ | 8,592 | 48.54% | 25,408 | 2.34 | 00:02:04 |

How are users from all sources trending over time?

by Sessions Year over Year*



* In order to gain insight into how the site is performing compared against both 2020 and the pre-pandemic 2019, some graphs have been updated to illustrate all 3 years' sessions.



















PAID SEARCH Q3 RECAP

Google Ads Campaign Summary | Last Month

How did my campaigns perform last month?

by Clicks, Impressions, CTR, CPC, and Cost compared to the previous month

Search Campaigns:

| Campaign | Clicks ▾ | % Δ | Impressions | CTR |
|-------------------|---|--|-------------|--------|
| Things to Do | 1,710  | 32.8%  | 4,826 | 35.43% |
| Accommodations | 1,019  | 41.3%  | 4,732 | 21.53% |
| Texas Terms | 787  | - | 9,458 | 8.32% |
| Brand Tourism | 696  | 7.2%  | 6,200 | 11.23% |
| Events | 476  | 260.6%  | 1,659 | 28.69% |
| Outdoors | 219  | -30.3%  | 1,250 | 17.52% |
| Dining | 127  | 7.6%  | 1,587 | 8% |
| Near Austin Terms | 83  | -50.3%  | 2,321 | 3.58% |
| Weddings | 15  | -16.7%  | 145 | 10.34% |
| Grand total | 5,132 | 50.6%  | 32,200 | 15.94% |

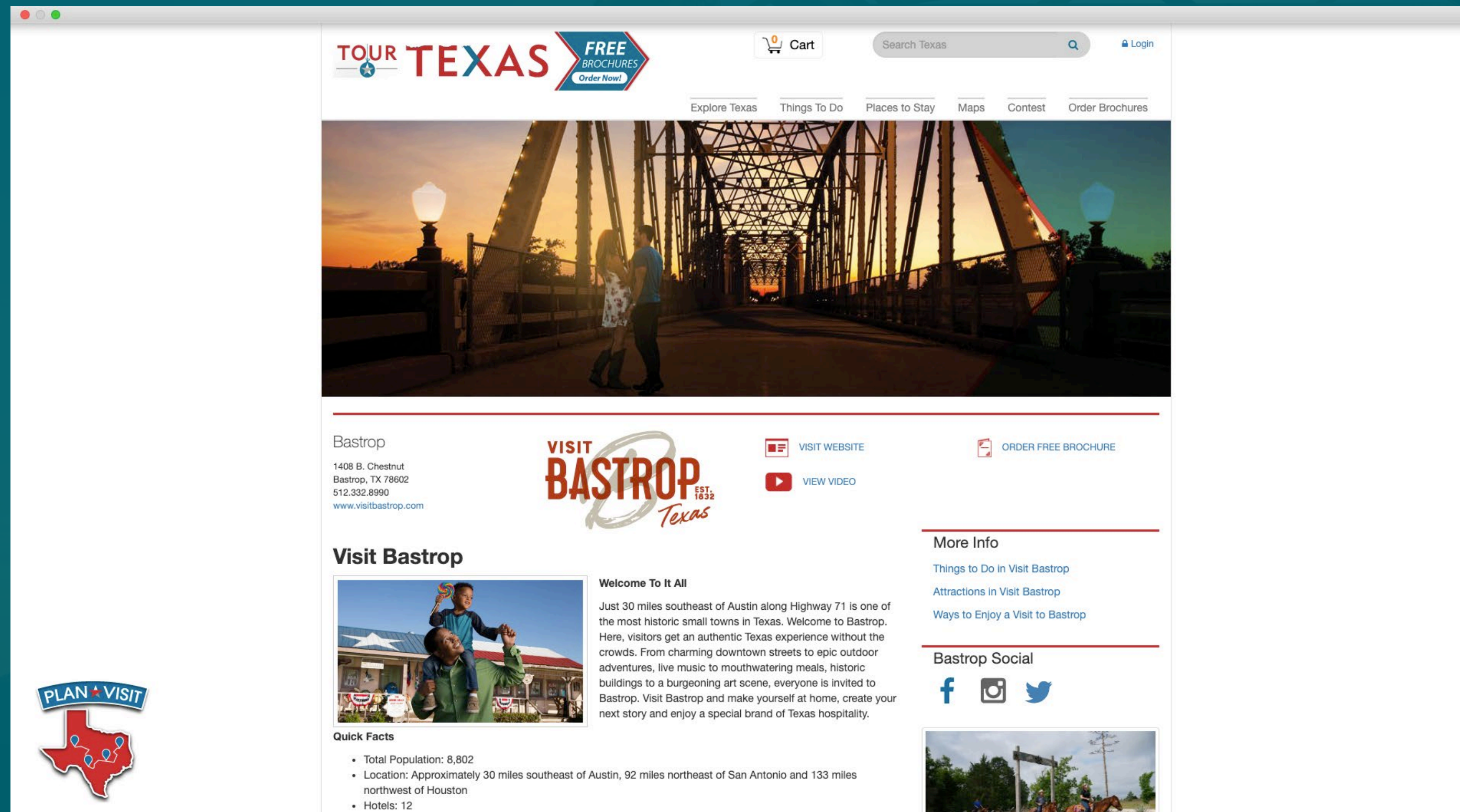
PAID SEARCH Q3 RECAP

What are my top 10 keywords?

by Campaign, Keyword, Clicks, Impressions, CTR, CPC, and Cost compared to the previous month

| Keyword | Campaign | Clicks ▾ | % Δ | Impressions | CTR |
|----------------------------|----------------|----------|------------|-------------|--------|
| things to do in bastrop tx | Things to Do | 651 | 23.1% ↑ | 1,436 | 45.33% |
| bastrop tx | Brand Tourism | 231 | 32.0% ↓ | 1,335 | 17.3% |
| bastrop state park cabins | Accommodati... | 216 | 1,036.8% ↑ | 588 | 36.73% |
| lake bastrop cabins | Accommodati... | 213 | 1,320.0% ↓ | 645 | 33.02% |
| bastrop events | Events | 202 | 312.2% ↓ | 645 | 31.32% |
| bastrop state park | Outdoors | 176 | -27.0% ↓ | 900 | 19.56% |
| things to do in bastrop | Things to Do | 157 | 17.2% ↓ | 444 | 35.36% |
| bastrop | Brand Tourism | 152 | 43.4% ↓ | 948 | 16.03% |
| bastrop lake cabins | Accommodati... | 129 | -37.1% ↓ | 366 | 35.25% |
| bastrop tx events | Events | 123 | 339.3% ↓ | 365 | 33.7% |

Q3 OVERVIEW



Visit Bastrop TourTexas.com

- More Info Page
- Things to Do in Visit Bastrop Page
- Attractions in Visit Bastrop Page
- Ways to Enjoy a Visit to Bastrop Page
- Links to Visit Bastrop Social Media Pages and Website

Visit Bastrop Tour Texas Homepage

QUARTERLY OVERVIEW

Main Digital Advertising Placement for FY21

Total Visitor Guide Requests: 442

VisitBastrop.com Website Click-Thrus: 39

Visit Bastrop TourTexas.com Page Views: 1,050

Visit Bastrop Video Views: 318

VB Facebook Page Click-Thrus: 9 / VB Twitter Page Click-Thrus: 8 / VB Instagram Page Click-Thrus: 8

JUNE ADDED VALUE

The screenshot displays the TourTexas.com website interface. On the left, there are several destination cards for The Woodlands, Lubbock, Houston, Austin, and San Antonio, each with a 'More Info' and 'Order Brochure' button. A central banner for the Bureau of Engraving and Printing is also visible. On the right sidebar, there is a 'Texas Videos' section, a 'Texas Regions' section with a map, and a prominent banner for Bastrop, Texas that says 'Welcome To It All IN BASTROP, TEXAS' and 'VISIT BASTROP EST. 1832 PLAN YOUR TRIP'. A large red arrow points from the Bastrop banner towards the text on the right.

June TourTexas.com Added Value

As part of the TourTexas.com annual placement, Visit Bastrop received one month of ROS (Run-of-Site) Medium Rectangle banner placements.

- Ad linked to VisitBastrop.com
- Visit Bastrop received 3,551 impressions

APRIL BLOG RECAP

Blog post performance:

4/7 – Enjoy the Best Craft Beer in Bastrop

- Page Views: 87
- Avg. Time Spent: 5:22

4/21 – 8 Reasons to Visit Bastrop, a Small Town with Big Texas Hospitality

- Page Views: 172
- Avg. Time Spent: 2:43

Performance analytics are based on posts being live on the website for 1 month.



ENJOY THE BEST CRAFT BEER IN BASTROP

By Visit Bastrop on Apr. 07, 2021

We take our craft beer seriously in Bastrop and after one sip, you'll be glad we do. Count on fantastic brew with a view or dare to try something new. There are more than 100 brews to enjoy here, some made right here in Bastrop. Sit back, relax and take a sip! Best Beer Spots Bastrop Beer Company...

[Continue Reading →](#)



8 REASONS TO VISIT BASTROP, A SMALL TOWN WITH BIG TEXAS HOSPITALITY

By Visit Bastrop on Apr. 21, 2021

Enjoy an authentic Texas experience without the crowds in one of the most historic small towns in the state - Bastrop, located just 30 miles southeast of Austin. Our local hospitality businesses have reopened and are safely welcoming guests to enjoy mouthwatering meals, buzzworthy drinks, socially...

[Continue Reading →](#)

MAY BLOG RECAP

Blog post performance:

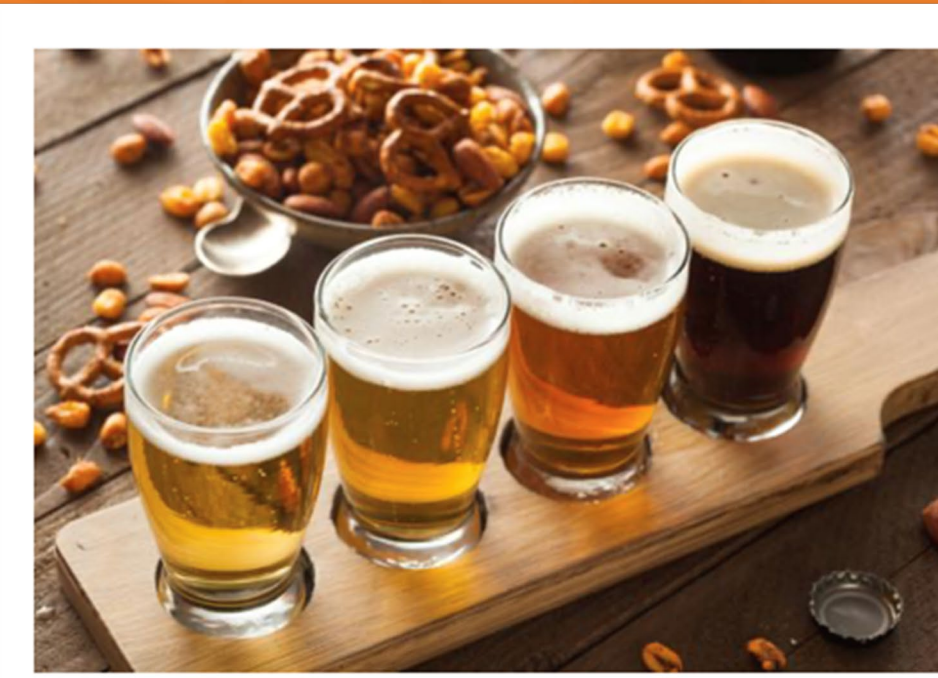
5/7 – Make It A Memorable Memorial Day in Bastrop

- Page Views: 35
- Avg. Time Spent: 2:59

5/27 – Bring Your Golf Game to Bastrop

- Page Views: 11
- Avg. Time Spent: 1:18

Performance analytics are based on posts being live on the website for 1 month.



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By Visit Bastrop on Apr. 07, 2021

We take our craft beer seriously in Bastrop and after one sip, you'll be glad we do. Count on fantastic brew with a view or dare to try something new. There are more than 100 brews to enjoy here, some made right here in Bastrop. Sit back, relax and take a sip! Best Beer Spots Bastrop Beer Company...

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[Continue Reading →](#)

JUNE BLOG

Developed and published two blog posts:

6/18 – Dads Are Always Welcome In Bastrop

6/28 – Its Prime Time For Me Time In Bastrop



DADS ARE ALWAYS WELCOME IN BASTROP

By Visit Bastrop on Jun. 18, 2021

Calling all Dads! Fathers are more than welcome in Bastrop. For every pep talk, every milestone and every tender moment, we want to make sure Dads feel our love this Father's Day. Celebrate by setting out on an outdoor adventure with hiking, fishing, paddle boarding, birding, and golfing. Visit...

[Continue Reading →](#)



IT'S PRIME TIME FOR ME TIME IN BASTROP

By Visit Bastrop on Jun. 28, 2021

You're welcome to make it all about you this summer in Bastrop, TX. Here you can enjoy all the perks of traveling solo – being on your own schedule and doing exactly what you want. When you travel to Bastrop, you'll find a whole community ready to welcome you with its own special brand of Texas...

[Continue Reading →](#)

Q3 RECAP

- Visit Bastrop continued to promote Bastrop as a safe travel destination now, as well as a must-see small-town destination in the future.
- Visit Bastrop utilized the new 'Call for Content' form to give destination partners an opportunity to promote their business on our earned and owned media channels.
 - *Live Music*
 - *Spring/Summer Travel Deals*
 - *What's New in Bastrop*
- Updated travel advisory copy on the website, informing travelers of current COVID-19 and weather restrictions.
- Coordinated an interview with Convention South Magazine. (Came out July 2021)
- Secured and coordinated two media visits for writers with assignments from AAA Magazine and *Travel Awaits*.
- Developed and distributed a media alert announcing the Bastrop Patriotic Festival.
- Submitted event details on Summer in the City and the Bastrop Patriotic Festival to be featured on community event calendars.

EARNED MEDIA OVERVIEW Q3

Total Pieces of Coverage: 58

Est. Total Online Coverage Views: 1.293M+

Est. Total Online Coverage Views = total views a specific piece of coverage will receive during its lifetime.

Q3 PRESS RELEASES

- Augustine developed a listicle press release highlighting reasons to visit Bastrop and distributed 4/6.
- Industries Represented: outdoor, entertainment, history, and restaurants.
- Augustine developed a press release highlighting the new shuttle service that supports the return of meeting/events and the tourism industry. Distributed 5/6.
- Industries Represented: transportation.



VISIT BASTROP EST. 1832

FOR IMMEDIATE RELEASE

Seven Reasons to Visit Bastrop, a Small Town

BASTROP, Texas, April 6, 2021 – Travelers can enjoy one of the most historic small towns in the state - [Bastrop, Louisiana](#).

Local hospitality [businesses have reopened](#) and are [safely welcoming](#) visitors. From craft beer and locally sourced, buzzworthy drinks, socially distanced outdoor adventures, to historic landmarks, there are many reasons Bastrop should be at the top of your list when you're planning your next getaway. Despite mask mandates or capacity limitations, Bastrop businesses are welcoming visitors back to town at their own discretion. Travelers can learn more about the latest safety protocols by outlining advanced protocols taken by businesses, as well as:

#1 - Prime Birdwatching Destination
Bastrop recently became [Bird City Texas](#) certified by Texas Parks and Wildlife. The live oak and pine forest will give visitors a chance to spot more than 27 species of birds, including warblers, raptors and many more.

#2 - The Longest Zip Line in Texas
To take a look at Bastrop from a birds' eye view, check out [Nature Park](#), it's the longest dual canopy zip line in Texas. 100 guests soar above the famous loblolly pine trees at 40 miles per hour for a truly adrenaline-filled adventure.

#3 - Music Friendly Community
Another recent accreditation that represents the Bastrop spirit is [Music Friendly Community](#) by the Texas Music Office. No matter what time of day, there's always music in Bastrop. Songwriters serenade at cozy restaurants and bars and live music performances on Main Street, while big bands and country music fill the air around town such as the [Bastrop Music Festival](#).

VISIT BASTROP EST. 1832
Texas

FOR IMMEDIATE RELEASE

Visit Bastrop's Newest Shuttle Service Supports Return of Meeting/Events and Tourism Industry

BASTROP, Texas, May 6, 2021 – [Visit Bastrop](#) in partnership with the City of Bastrop and both Capital Area Rural Transportation System (CARTS) and Electric Cab of North America (eCab) recently launched its newest transportation service within the city. The microtransit project, CARTS Now, is an electric cab and van service that provides short-distance shuttle rides for locals and visitors in Bastrop. Since its launch in early 2021, the service is proving to be a game-changer for the destination as it continues to welcome back tourists and meeting planners.

"We've never had a ride sharing service available for travelers to regularly utilize in Bastrop until now," said Susan Smith, president of Visit Bastrop. "CARTS Now provides a quick and easy option for visitors, transporting them from their hotel to practically anywhere within the city for free. The service has done extremely well in Bastrop so far and we're pleased to now be providing this as an option for small groups of visitors as we continue our overall destination recovery efforts."

To date, the service has seen a large focus on transporting passengers within Downtown Bastrop and beyond. Currently rides are free of charge until further notice and can be scheduled via phone app or by calling the service directly. Riders can also easily spot the branded eCabs around town with one now wrapped with the Visit Bastrop logo.

"CARTS Now provides the luxury of an on-demand service utilizing public transportation, that's innovation," said Connie Schroeder, City of Bastrop Mayor. "Tourists can now enjoy the sights and sounds of our great city without the barrier that comes with visiting an unfamiliar place. Both locals and visitors can easily access the service with a direct phone call or by utilizing the CARTS Now app."

To learn more about CARTS Now as well as things to do, dining and lodging in Bastrop, go to [visitbastrop.com](#).

ABOUT VISIT BASTROP
Visit Bastrop is the official tourism marketing destination for the City of Bastrop, an original Texas town with a fresh approach to life. Visit Bastrop strives to promote its special brand of Texas hospitality, diverse lodging properties and provide tourists and business travelers with helpful resources. Bastrop is home to a bustling art scene, vibrant nightlife, quaint restaurants offering homecooked meals and breathtaking nature with abundant outdoor activities. From the moment visitors step foot on its charming downtown streets, they feel welcomed - Welcome To It All. To learn more about accommodations, dining and things to do in Bastrop, go to [visitbastrop.com](#).

###

Media Contact:
Augustine Agency
PR@augustineagency.com

Q3 MEDIA ALERTS

- Augustine developed a media alert announcing the 'Summer in the City' event. Distributed 5/26.
- Industries represented: special events.
- Augustine developed a media alert announcing the Bastrop Patriotic Festival event. Distributed 6/28.
- Industries represented: special events.



FOR IMMEDIATE RELEASE:

MEDIA ALERT *Photo & Video Opportunity*****

City of Bastrop to Celebrate Enhanced Historic Downtown with 'Summer in the City' Event
Family-friendly event includes games,

BASTROP, Texas, May 26, 2021 –

WHO: Bastrop Main Street Program officials, general public

WHAT: 'Summer in the City' will feature family-friendly chalk art, crafts, artisan vendors, live music and entertainment experiences with city vehicles including fire trucks, police programs from the Bastrop Public Library and animals from County Animal Shelter will also be on-site.


WHEN: Saturday, June 5 from 11 a.m. – 5 p.m.

WHERE: Historic Downtown Bastrop, Main Street, Bastrop, TX

WHY: To celebrate the completed Main Street Rehabilitation improved sidewalks, roadways and more. 'Summer in the City' developments enhance the overall experience for visitors. Things to do in Bastrop, lodging and dining, go to visitbastrop.com

MEDIA CONTACT: For media inquiries, please contact PR@augustineagency.com or call (916) 960-2894 / (916) 477-2020.

ABOUT VISIT BASTROP
Visit Bastrop is the official tourism marketing destination for the town with a fresh approach to life. Visit Bastrop strives to provide diverse lodging properties and provide tourists and business travelers home to a bustling art scene, vibrant nightlife, quaint restaurants, breathtaking nature with abundant outdoor activities. From downtown streets, they feel welcomed - Welcome To It Bastrop, go to visitbastrop.com



FOR IMMEDIATE RELEASE:

MEDIA ALERT *Photo & Video Opportunity*****

Celebrate Independence Day Weekend with 30th Annual Bastrop Patriotic Festival on July 3
5K and 1K runs, water slides, eating contests, live music, fireworks, games, exhibits and more

BASTROP, Texas, June 28, 2021 –

WHO: Bastrop Chamber of Commerce, City of Bastrop Mayor Connie Schroeder, City of Bastrop Superintendent James Wilson, City of Bastrop Chief of Police Clint Nagy, City of Bastrop Mayor Pro-Tem Lyle Nelson, Colorado River Alliance, local music bands and the general public.

WHAT: The Bastrop Patriotic Festival is an admission free, all-day, family-friendly festival featuring activities such as 5K/1K runs, exhibits, performances, dunk tanks with city officials, petting zoo, games, eating contests, live music, a firework display and much more. Some activities do have associated costs such as water slides at Water Wonderland (all-day wristbands are \$10) and run registrations (5K is \$35 and 1K is \$15). Food and drinks will also have various costs. The Bastrop Patriotic Festival will also offer a free shuttle service from the Bastrop Convention & Exhibit Center between 12 - 11 p.m. For the full schedule of events [click here](http://visitbastrop.com).

WHEN: Saturday, July 3, 8 a.m. - 9:15 p.m.

WHERE: Fisherman's Park, 1200 Willow St., Bastrop, TX.

WHY: To celebrate Independence Day and bring together Bastrop locals and visitors. For more information on the Bastrop Patriotic Festival go to visitbastrop.com/events/festivals/bastrop-patriotic-festival. To register for races, [click here](http://visitbastrop.com). For more information on lodging, dining and other things to do in Bastrop, go to visitbastrop.com.

MEDIA CONTACTS: For media inquiries, please e-mail PR@augustineagency.com or call (916) 960-2894 / (916) 477-2020.

Q3 PROACTIVE OUTREACH

- **AAA – Edu-Tourism Opportunities**
Industries Represented: outdoor/recreation, Hyatt Regency Lost Pines Resort and Spa
- **Texas Meetings + Events – Film Bastrop**
Industries Represented: film, venues
- **American Birding Podcast – Emerging Birdwatching Destinations**
Industries Represented: outdoor/recreation
- **Startup Savant – Glamping 2021 Trends**
Industries Represented: outdoor/recreation, lodging
- **Luxe Beat Magazine – U.S. Film Location Stories**
Industries Represented: film



Q3 PROACTIVE OUTREACH

- **Women Who Rock with Success – Event Venue Professionals**

Industries Represented: venues

The logo for BRIDES, featuring the word "BRIDES" in a large, black, serif font on a white background.

- **Brides – Destination Wedding Venues**

Industries Represented: venues



- **Seeker – Quirky Hotels**

Industries Represented: lodging

- **Travel Awaits – Outdoor Dining in Texas**

Industries Represented: restaurants

The logo for TRAVEL AWAITS, featuring a stylized red and black graphic above the text "TRAVEL AWAITS" in a bold, black, sans-serif font.

- ***A story idea on Bird Lover Weekend was submitted to a variety of local news outlets***

Industries Represented: outdoor/recreation, special events

Q3 PROACTIVE OUTREACH

- **The Wall Street Journal – Kid Activities in Travel Destinations**
Industries Represented: outdoor/recreation, Hyatt Regency Lost Pines Resort and Spa, Entertainment
- **Fodor’s Travel - Most Affordable and Unforgettable Bucket List Experiences for Adventures in the U.S.**
Industries Represented: film, restaurants. Lodging
- **Woman’s Day – Halloween Towns**
Industries Represented: film, restaurants, lodging
- **Matador Network – Texas BBQ: Where to Eat Now**
Industries Represented: restaurants
- **AAA Explorer – Texas Wellness Retreats and Spas**
Industries Represented: Hyatt Regency Lost Pines Resort and Spa

The logo for The Wall Street Journal, featuring the letters 'WSJ' in a large, black, serif font on a white background.The logo for Fodor's, featuring the word 'Fodor's' in a bold, orange, sans-serif font on a white background.The logo for Woman's Day, featuring the words 'Woman's Day' in a red, serif font on a white background.The logo for Matador Network, featuring a blue circle with a white 'M' inside, above the words 'MATADOR network' in a bold, blue, sans-serif font on a white background.

SECURED COVERAGE

R We There Yet Mom?
7 Reasons to Visit Bastrop, a Small
Town with Big Texas Hospitality

Date live: 4/10

- [Link](#)

Est. Online Monthly Visits: 1.28K
Est. Online Coverage Views: 143

*Industries Represented: outdoor, entertainment,
history, restaurants*



The screenshot shows the homepage of the website 'R We There Yet Mom?'. The logo is at the top left, with a navigation menu below it containing links for HOME, ABOUT US, TEXAS, AUSTIN, DESTINATIONS, LIFESTYLE, FAMILY, TRAVEL TIPS, and ENTERTAINMENT. The main content area features a breadcrumb trail: 'You are here: [Home](#) / [FeaturedTexas](#) / 7 Reasons to Visit Bastrop, a Small Town with Big Texas Hospitality'. The article title is '7 Reasons to Visit Bastrop, a Small Town with Big Texas Hospitality', dated 'APRIL 10, 2021 BY HEIDI GOLLUB'. The article text begins with 'Travelers can enjoy an authentic Texas experience without the crowds in one of the most historic small towns in the state – [Bastrop](#), located just 30 miles southeast of Austin.' To the right of the article is a portrait of the author, Rebecca Darling. Below the article is a 'WELCOME' section with a bio: 'Hi! I'm Rebecca Darling, a freelance travel writer who lives in Austin, Texas. I'm a mom of 3 who loves to create exceptional memories with her family. Whether that be on the other side of the world or right down the street, my goal is to help you create exceptional memories too. [More about me.](#)' Below the bio is a search bar with the text 'LET ME HELP YOU FIND WHAT YOU'RE LOOKING FOR:' and a search input field with a magnifying glass icon and the placeholder text 'Search this website'. At the bottom of the page, there is a paragraph: 'Local hospitality businesses have reopened and are safely welcoming guests to enjoy mouthwatering meals, buzzworthy drinks, socially distanced outdoor adventures, open-air live music, and more. Discover seven reasons Bastrop'.

SECURED COVERAGE

Real Simple

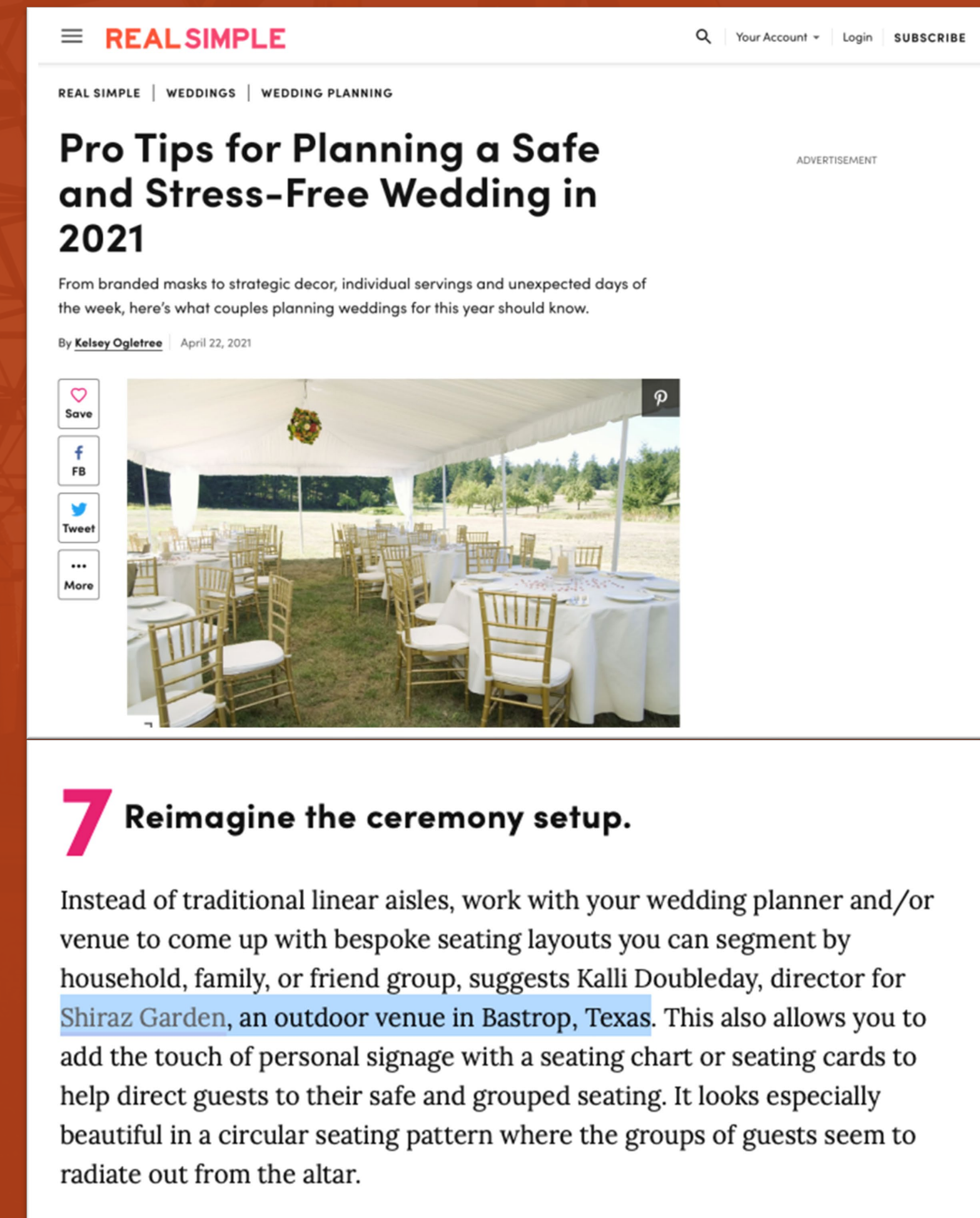
Pro Tips for Planning a Safe and Stress-Free Wedding in 2021

Date live: 4/22

- [Link](#)

Est. Online Monthly Visits: 10.3M
Est. Online Coverage Views: 20.6K

Industries Represented: venues



The screenshot shows a webpage from Real Simple. At the top, there's a navigation bar with the Real Simple logo, a search icon, and links for 'Your Account', 'Login', and 'SUBSCRIBE'. Below the navigation bar, there are breadcrumbs: 'REAL SIMPLE | WEDDINGS | WEDDING PLANNING'. The main heading is 'Pro Tips for Planning a Safe and Stress-Free Wedding in 2021'. Below the heading is a sub-headline: 'From branded masks to strategic decor, individual servings and unexpected days of the week, here's what couples planning weddings for this year should know.' The author is 'By Kelsey Ogletree' and the date is 'April 22, 2021'. There are social sharing icons for Save, FB, Tweet, and More. A large image shows an outdoor wedding reception under a white tent with round tables and gold chairs. Below the image, the text starts with a large red '7' followed by the section title 'Reimagine the ceremony setup.' The text continues: 'Instead of traditional linear aisles, work with your wedding planner and/or venue to come up with bespoke seating layouts you can segment by household, family, or friend group, suggests Kalli Doubleday, director for Shiraz Garden, an outdoor venue in Bastrop, Texas. This also allows you to add the touch of personal signage with a seating chart or seating cards to help direct guests to their safe and grouped seating. It looks especially beautiful in a circular seating pattern where the groups of guests seem to radiate out from the altar.'

SECURED COVERAGE

Do512

Bird Lover Weekend

Date live: 5/7

- [Link](#)

Est. Online Monthly Visits: 254K
Est. Online Coverage Views: 1.5K

*Industries Represented: outdoor/recreation,
special events*

Initially Pitched: 5/6

The screenshot shows the Do512 website interface for the 'Bird Lover Weekend' event. The header includes the Do512 logo and navigation links for 'EVENTS', 'SUBSCRIBE TO OUR NEWSLETTER', 'WIN STUFF', 'PLACES OPENED DURING COVID', and 'VACCINES'. The event title 'Bird Lover Weekend' is prominently displayed, along with the dates 'Fri May 7 - Sat May 8' and the time '5:00PM'. The location is listed as 'Downtown Bastrop'. Below the event details, there are two buttons: a blue 'RSVP' button and a red '6 VOTES' button. The main content area features a paragraph describing the event, a link to schedule, and details for two specific events: 'BEER & BIRD CALLS' and 'MAIN EVENT FIRST FRIDAY ART WALK'. On the right side, there are two featured images: one for 'HAUTESPOT' and another for 'CRABFISH BOY'.

Do512 EVENTS ▾ SUBSCRIBE TO OUR NEWSLETTER WIN STUFF PLACES OPENED DURING COVID VACCINES

SEARCH 🔍 REGISTER SIGN IN

Bird Lover Weekend

Fri May 7 - Sat May 8 5:00PM

📍 Downtown Bastrop

RSVP 6 VOTES

Come to Historic Downtown Bastrop May 7-8 for our BIRD LOVER WEEKEND! We're honoring World Migratory Bird Day and the return of our First Friday MAIN EVENT. With exciting events like Beer & Bird Calls, live raptor demonstrations, face painting, a bird hat contest and more - there's something for everyone to enjoy!

Link to schedule here: <https://www.visitbastrop.com/.../birding/bird-lover-weekend/>

FRI 5pm-7pm - BEER & BIRD CALLS at 602 Brewing Company, 919 Main St. ~~ Enjoy some craft beer while hearing and learning to identify different bird calls.

FRI 6pm-9pm - MAIN EVENT FIRST FRIDAY ART WALK hosted by various Main Street Merchants. ~~ See MAIN EVENT image for artists and locations.

HAUTESPOT

FEATURED

CRABFISH BOY

SECURED COVERAGE

*Texas Travel Communicators
New Bastrop Shuttle*

Date live: 5/18

- Distributed via e-blast

Est. Online Monthly Visits: N/A
Est. Online Coverage Views: N/A

Industries Represented: transportation

This entry was shared with Texas-based media that subscribe to the freelancer writer-run newsletter, which can potentially lead to new media opportunities.

Initially Pitched: 5/6

Travel News From Around Texas

NEW BASTROP SHUTTLE

Bastrop's new shuttle service is a partnership between Visit Bastrop, the City of Bastrop and Capital Area Rural Transportation System (CARTS) and Electric Cab of North America (eCab). The microtransit project, CARTS Now, is an electric cab and van service that provides short-distance shuttle rides for locals and visitors in Bastrop. Since its launch in early 2021, the service is proving to be a game-changer for the destination as it continues to welcome back tourists and meeting planners. To date, the service has seen a large focus on transporting passengers within downtown Bastrop and beyond. Currently rides are free of charge until further notice and can be scheduled via phone app or by calling the service directly. Contact: Olga Verkhotina, overkhotina@augustineagency.com



SECURED COVERAGE

Travel Awaits

13 Fantastic Things to do in Beautiful Bastrop, Texas

Date live: 5/20

- [Link](#)

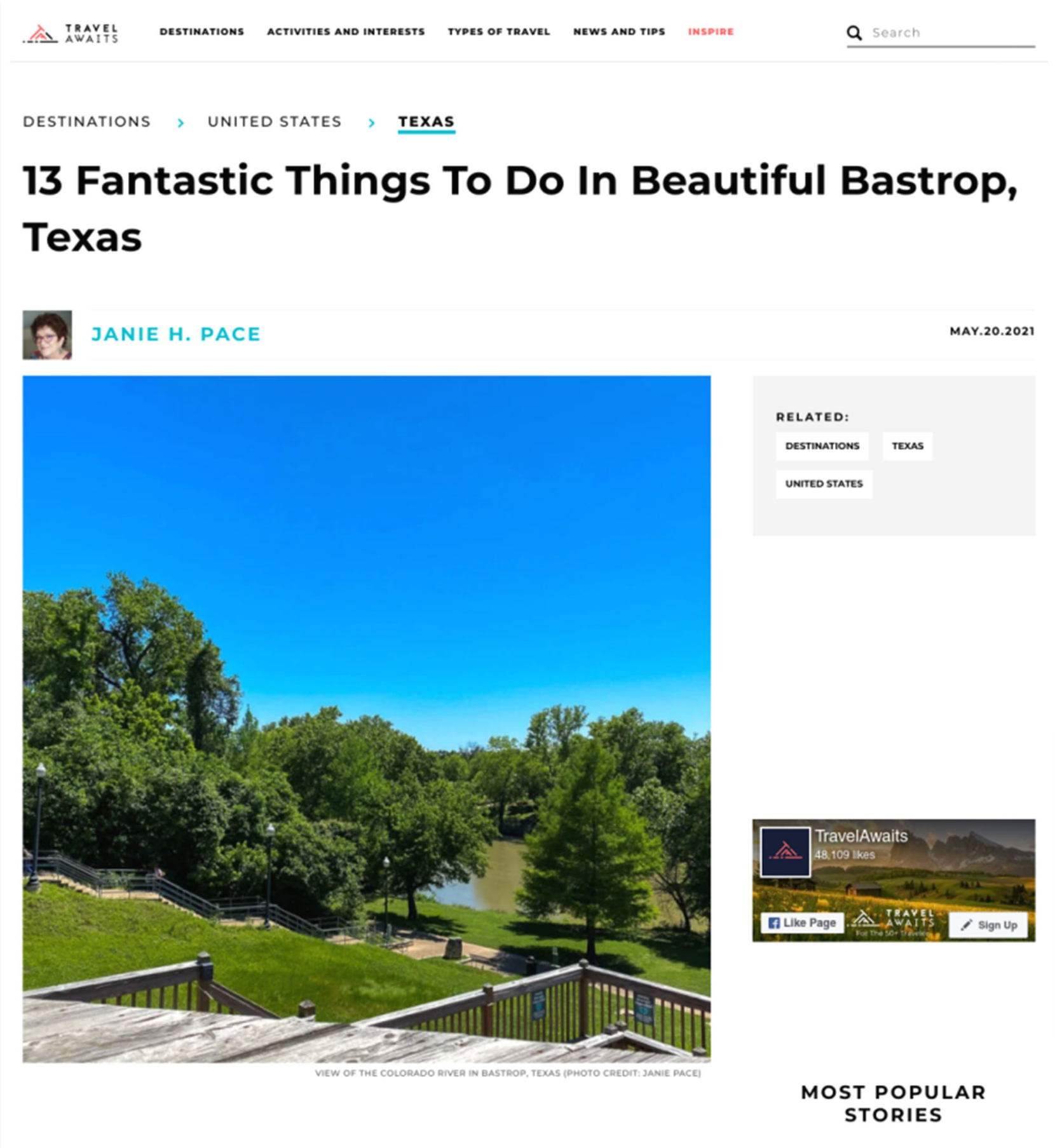
Est. Online Monthly Visits: 5.42M

Est. Online Coverage Views: 125K

Industries Represented: arts, history, outdoor/recreation, lodging, restaurants

Writer Janie Pace visited Bastrop on a FAM Tour in May.

Initially Pitched: 4/6



The screenshot shows the Travel Awaits website interface. At the top, there is a navigation bar with links for DESTINATIONS, ACTIVITIES AND INTERESTS, TYPES OF TRAVEL, NEWS AND TIPS, and INSPIRE, along with a search bar. Below the navigation, the breadcrumb trail reads DESTINATIONS > UNITED STATES > TEXAS. The main article title is "13 Fantastic Things To Do In Beautiful Bastrop, Texas" by Janie H. Pace, dated MAY.20.2021. A large photograph of the Colorado River in Bastrop, Texas, is featured prominently. To the right of the photo is a "RELATED:" section with buttons for DESTINATIONS, TEXAS, and UNITED STATES. Below the photo is a social media widget for TravelAwaits, showing 48,109 likes and buttons for "Like Page" and "Sign Up". At the bottom right, there is a "MOST POPULAR STORIES" section.

SECURED COVERAGE

Austin American-Statesman
Bastrop to Celebrate Main Street's
New Look with Summer in the City
Bash on Saturday

Date live: 6/1

- [Link](#)

Est. Online Monthly Visits: 2.48M
Est. Online Coverage Views: 4.94K

Industries Represented: special events

Initially Pitched: 5/26

The screenshot shows a news article on the Austin American-Statesman website. The article is titled "Bastrop to celebrate Main Street's new look with Summer in the City bash on Saturday" and is written by Cameron Drummond. It features a photograph of people walking on a street decorated with colorful balloons. To the right of the article is a large advertisement for Discovery+ with the text "THE STREAMING HOME OF YUM" and "START FREE TRIAL". Below the main article, there is a "More Stories" section with two smaller articles: "Possible tornado in Austin-area storms, damage reported" and "Bastrop County approves development agreement to expand Double Eagle Ranch".

SECURED COVERAGE

KVUE

Summer in the City

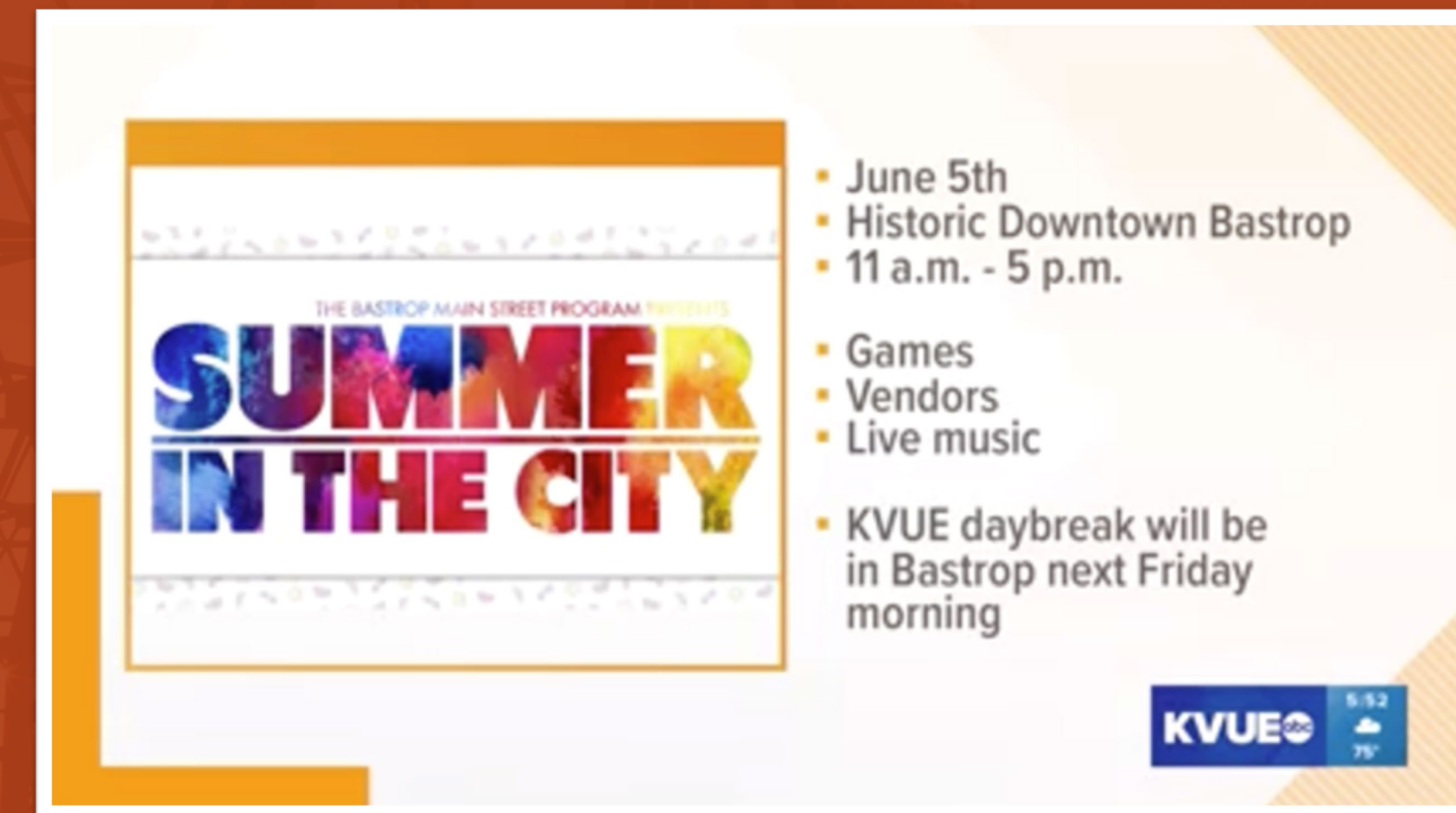
Date live: 5/27

- Live Broadcast

Est. Broadcast Audience Reach: 7K

Industries Represented: special events

Initially Pitched: 5/26



- June 5th
- Historic Downtown Bastrop
- 11 a.m. - 5 p.m.
- Games
- Vendors
- Live music
- KVUE daybreak will be in Bastrop next Friday morning

KVUE 6-12 75°

SECURED COVERAGE

Texas Meetings + Events
Star Location

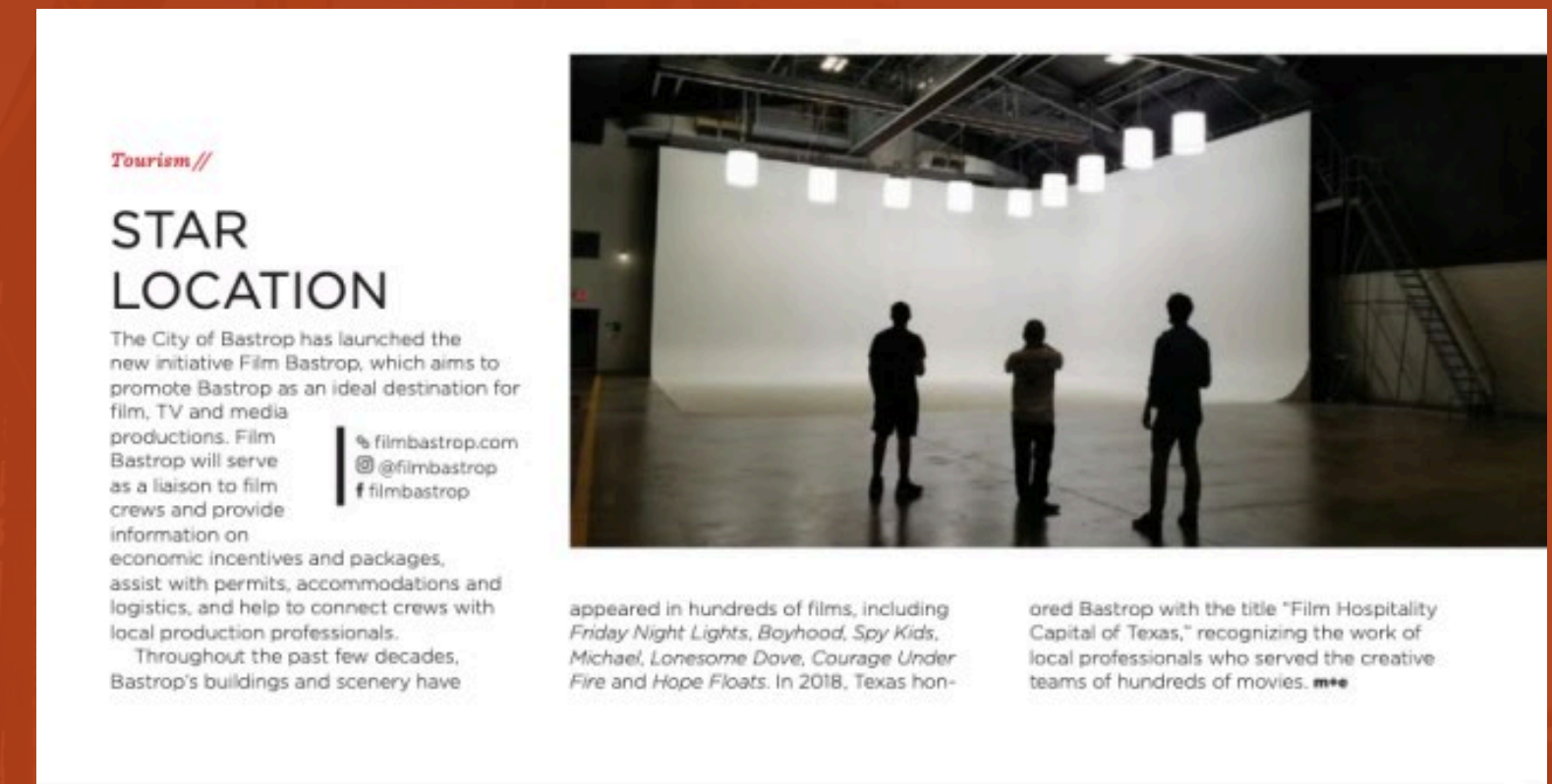
Date live: June Issue

- [Link](#)

Est. Online Monthly Visits: 12.6K
Est. Online Coverage Views: 1.4K
Print Circulation: 16K

Industries Represented: film

Initially Pitched: 5/6



SECURED COVERAGE

Austin American-Statesman
Summer in the City Returns to Downtown
Bastrop

Date live: 6/1

- [Link](#)

Est. Online Monthly Visits: 2.48M
Est. Online Coverage Views: 4.94K

Industries Represented: special events

Initially Pitched: 5/26



SECURED COVERAGE

Austin American-Statesman

Bastrop Reschedules Summer in the City Bash from Saturday to June 19 Due to Rain Forecast

Date live: 6/3

- [Link](#)

Est. Online Monthly Visits: 2.48M
Est. Online Coverage Views: 4.94K

Industries Represented: special events

Initially Pitched: 6/4



SECURED COVERAGE

Spectrum News 1
Summer in the City Postponed

Date live: 6/5

- Live Broadcast, 5 hits

Est. Broadcast Audience Reach: 22.2K

Industries Represented: special events

Initially Pitched: 6/4



SECURED COVERAGE

Patch Austin

Austin: See This Week's Upcoming Events in the Area

Date live: 6/14

- [Link](#)

Est. Online Monthly Visits: 35.4M
Est. Online Coverage Views: 50.7K

Industries Represented: special events

Initially Pitched: 5/26

Community Corner

Austin: See This Week's Upcoming Events In The Area

Wondering what's going on this week in and around the Austin area? Check out these upcoming events!



Event News, Patch Staff

Posted Mon, Jun 14, 2021 at 11:29 am CT



Like 0



- **When:** Saturday, June 19th at 11:00 a.m.
- **Where:** [Downtown Bastrop](#)
- **What:** 'Summer in the City' will feature family-friendly activities including oversized games, chalk art, crafts, artisan vendors, live music and entertainers. The event will also include hands-on experiences with city vehicles including fire trucks, police cars, dump trucks and more... [Learn More](#)

SECURED COVERAGE

Austin American-Statesman
Moore About Bastrop: Summer in the
City Celebration on Saturday

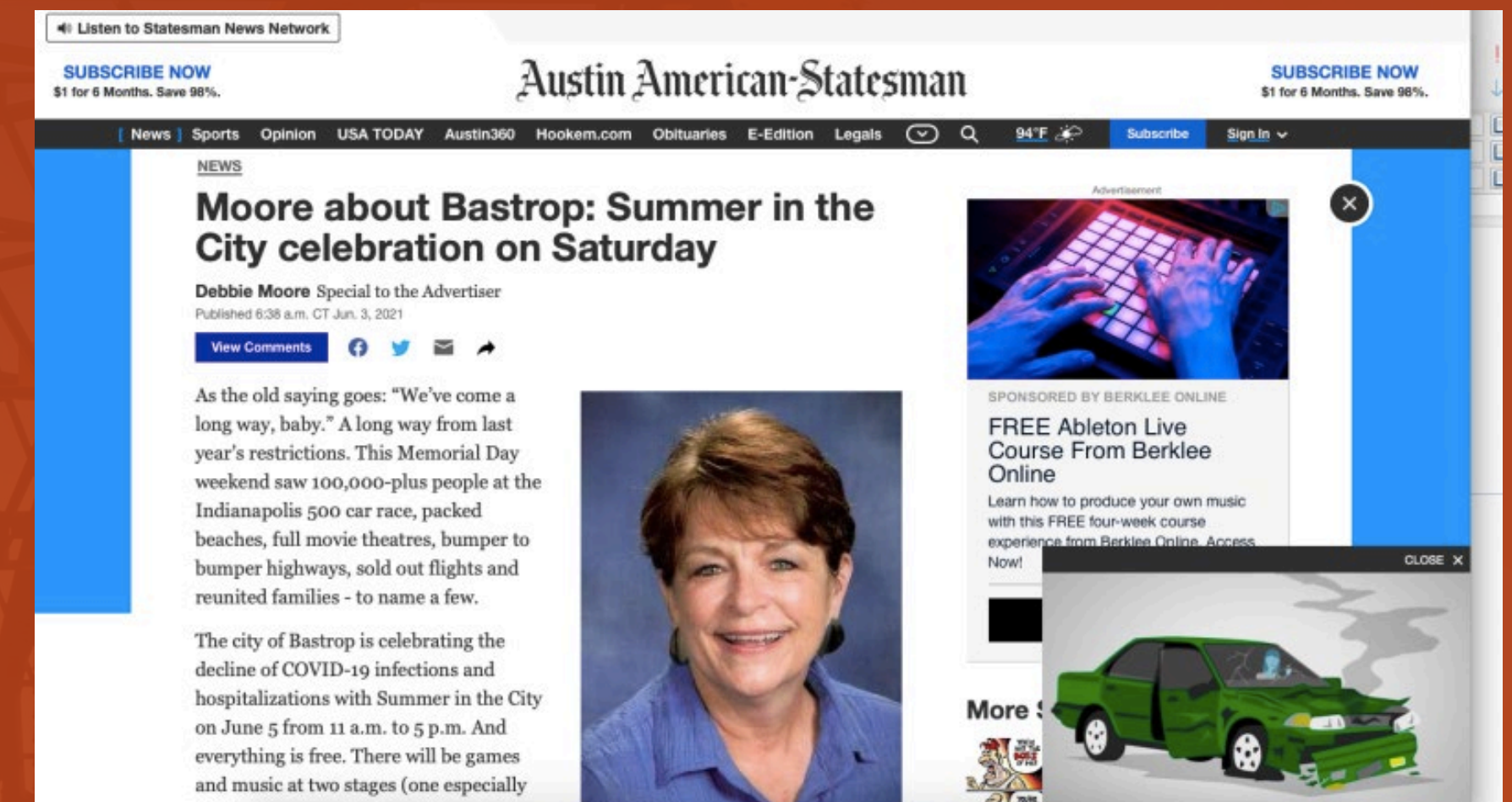
Date live: 6/4

- [Link](#)

Est. Online Monthly Visits: 2.48M
Est. Online Coverage Views: 4.94K

Industries Represented: special events

Initially Pitched: 5/26



SECURED COVERAGE

Elgin Courier
Downtown Bastrop Kicks Off Summer

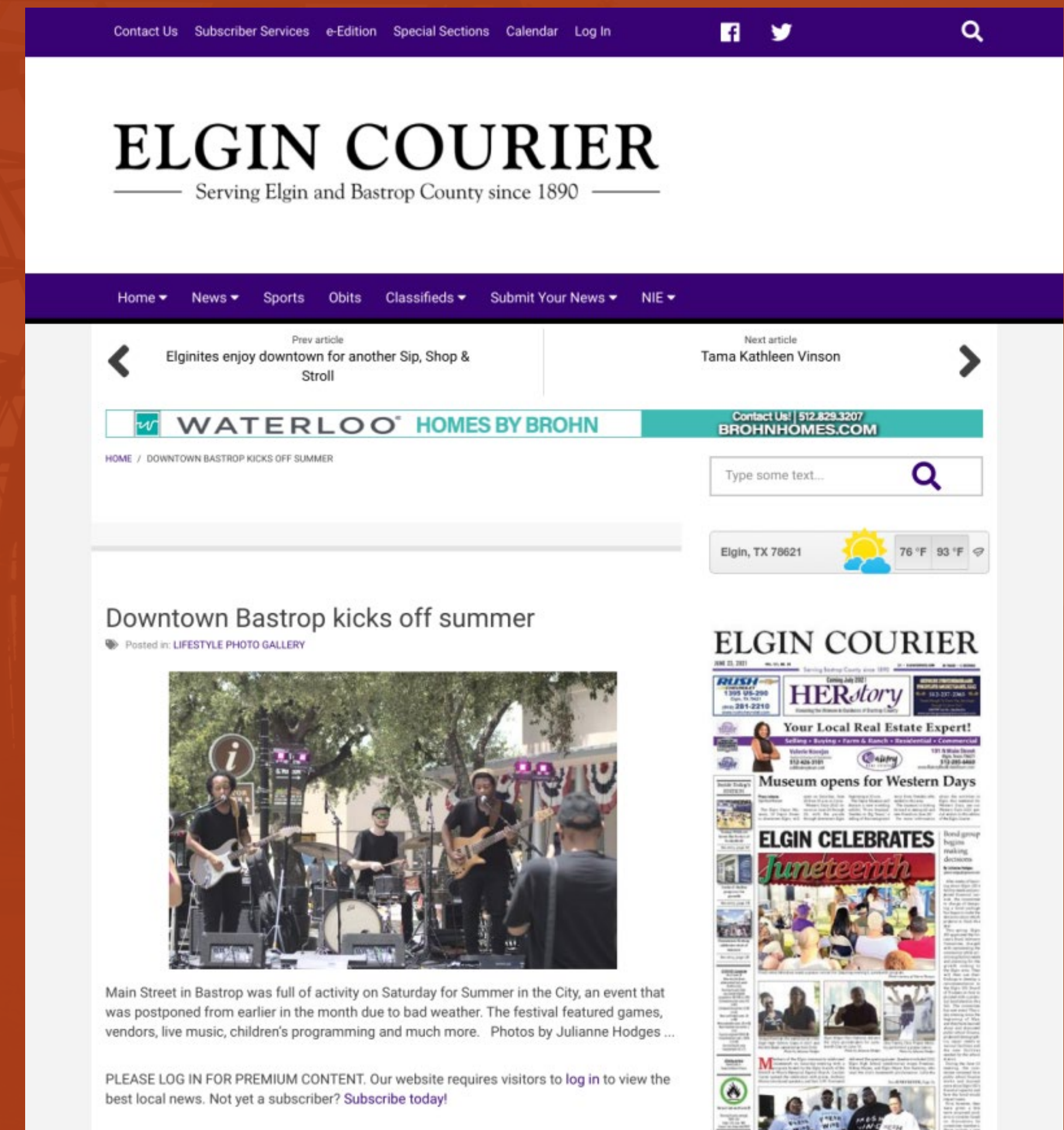
Date live: 6/22

- [Link](#)

Est. Online Monthly Visits: 10.7K
Est. Online Coverage Views: 1.02K

Industries Represented: special events

Initially Pitched: 5/26



SECURED COVERAGE

News Break

Downtown Bastrop Kicks Off Summer

Date live: 6/22

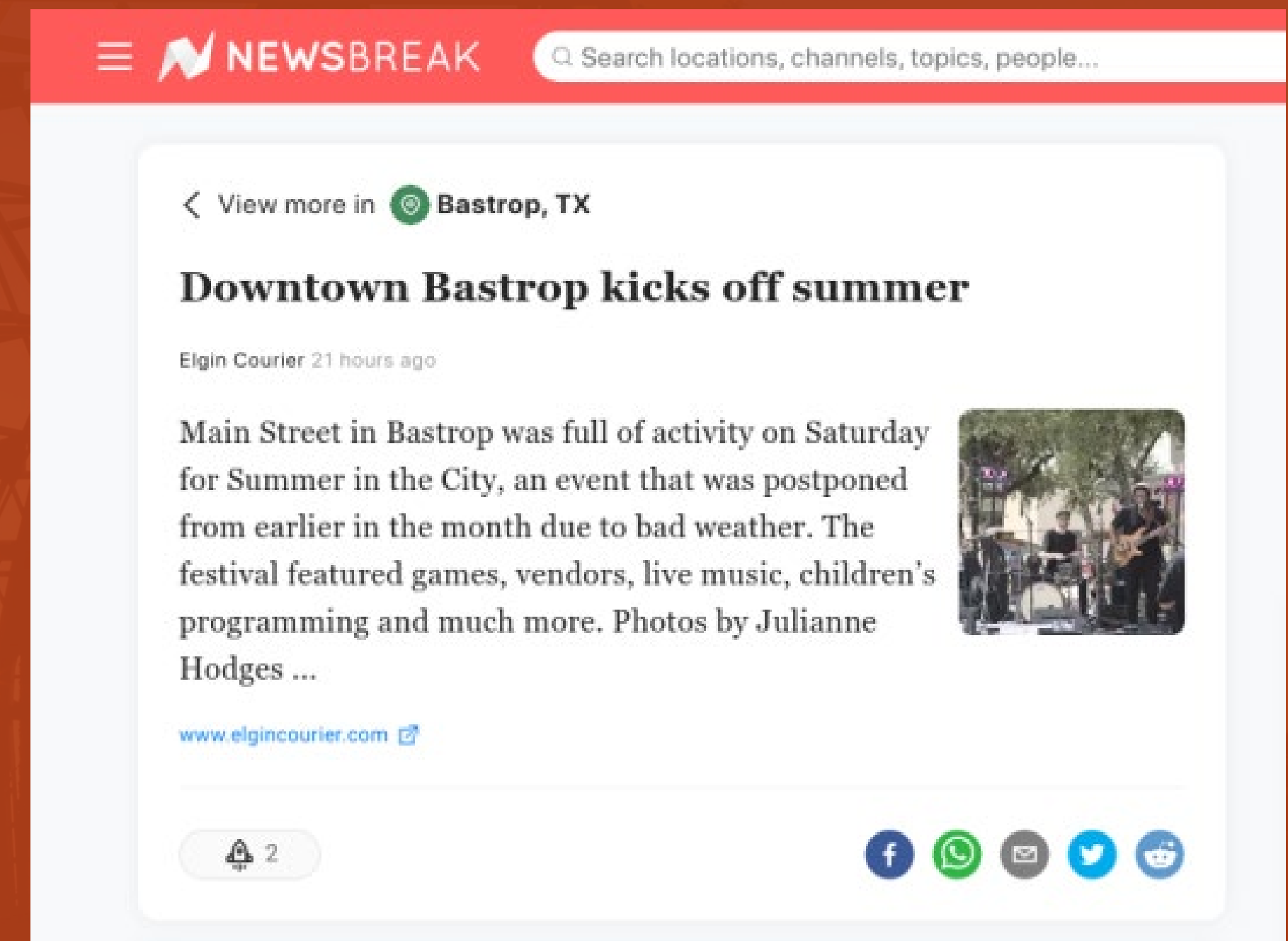
- [Link](#)

Est. Online Monthly Visits: 14.6M

Est. Online Coverage Views: 73.9K

Industries Represented: special events

Initially Pitched: 5/26



SECURED COVERAGE

Austin Patch

This Week's Austin Area Events

Date live: 6/28

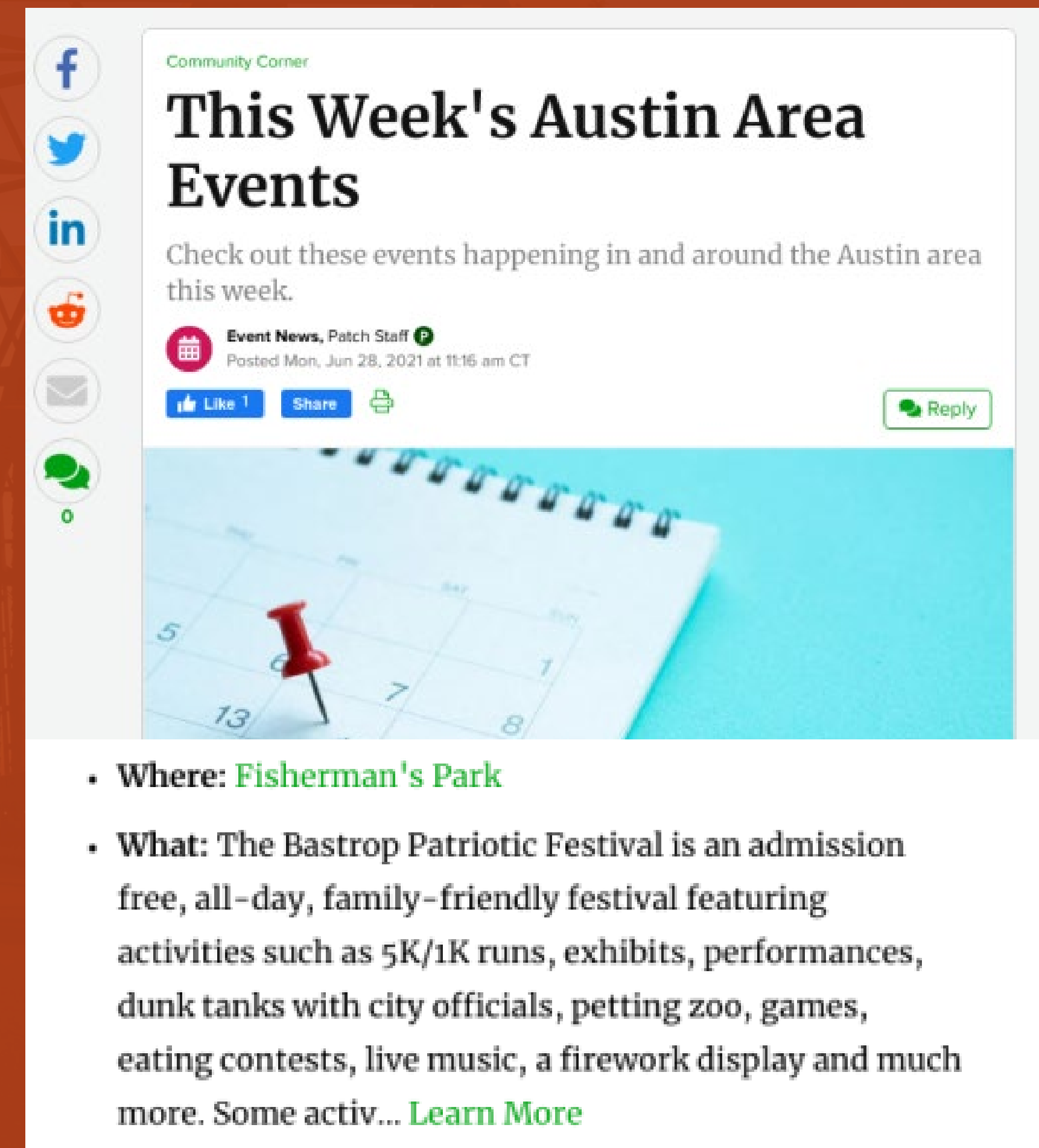
- [Link](#)

Est. Online Monthly Visits: 35.4M

Est. Online Coverage Views: 50.7K

Industries Represented: special events


Initially Pitched: 5/26



Community Corner

This Week's Austin Area Events

Check out these events happening in and around the Austin area this week.

Event News, Patch Staff 
Posted Mon, Jun 28, 2021 at 11:16 am CT

[Like 1](#) [Share](#) [Reply](#)

Where: [Fisherman's Park](#)

What: The Bastrop Patriotic Festival is an admission free, all-day, family-friendly festival featuring activities such as 5K/1K runs, exhibits, performances, dunk tanks with city officials, petting zoo, games, eating contests, live music, a firework display and much more. Some activ... [Learn More](#)

SECURED COVERAGE

Austin Chronicle

Pack the Car for Your Fourth of July Road Trip

Date live: 6/28

- [Link](#)

Est. Online Monthly Visits: 23.7M

Est. Online Coverage Views: 30.7K

Industries Represented: special events

Initially Pitched: 5/26



The screenshot shows the top portion of a news article on the CHRON website. The header includes the CHRON logo, a search icon, and links for 'Newsletters' and 'Sign In'. The article is categorized under 'SHOPPING'. The title is 'Pack the car for your Fourth of July road trip', followed by a sub-headline: 'Celebrate Independence Day with a weekend getaway in the Texas Hill Country or a Gulf Coast retreat.' The author is 'Jennifer Miko' and the date is 'June 28, 2021 | Updated: June 29, 2021 4:59 p.m.'. Social media sharing icons for Facebook, Twitter, and Email are visible in the bottom right corner.

Bastrop or Bust

Drive up to Bastrop for Fourth of July weekend, and attend the town's [30th Annual Patriotic Festival](#) at Fisherman's Park. The event features a carnival, games, live music, vendors, and much more.

If you're participating in the festival's pie-eating, hot-dog eating, or hot pepper-eating contests, make sure to keep hydrated by refilling your [stainless steel water bottle](#).

To wrap up your exciting weekend, [grab a blanket](#) and head out to watch the fireworks. Happy Fourth of July!

SECURED COVERAGE

Austin Moms
Best Places to See Fireworks in Austin

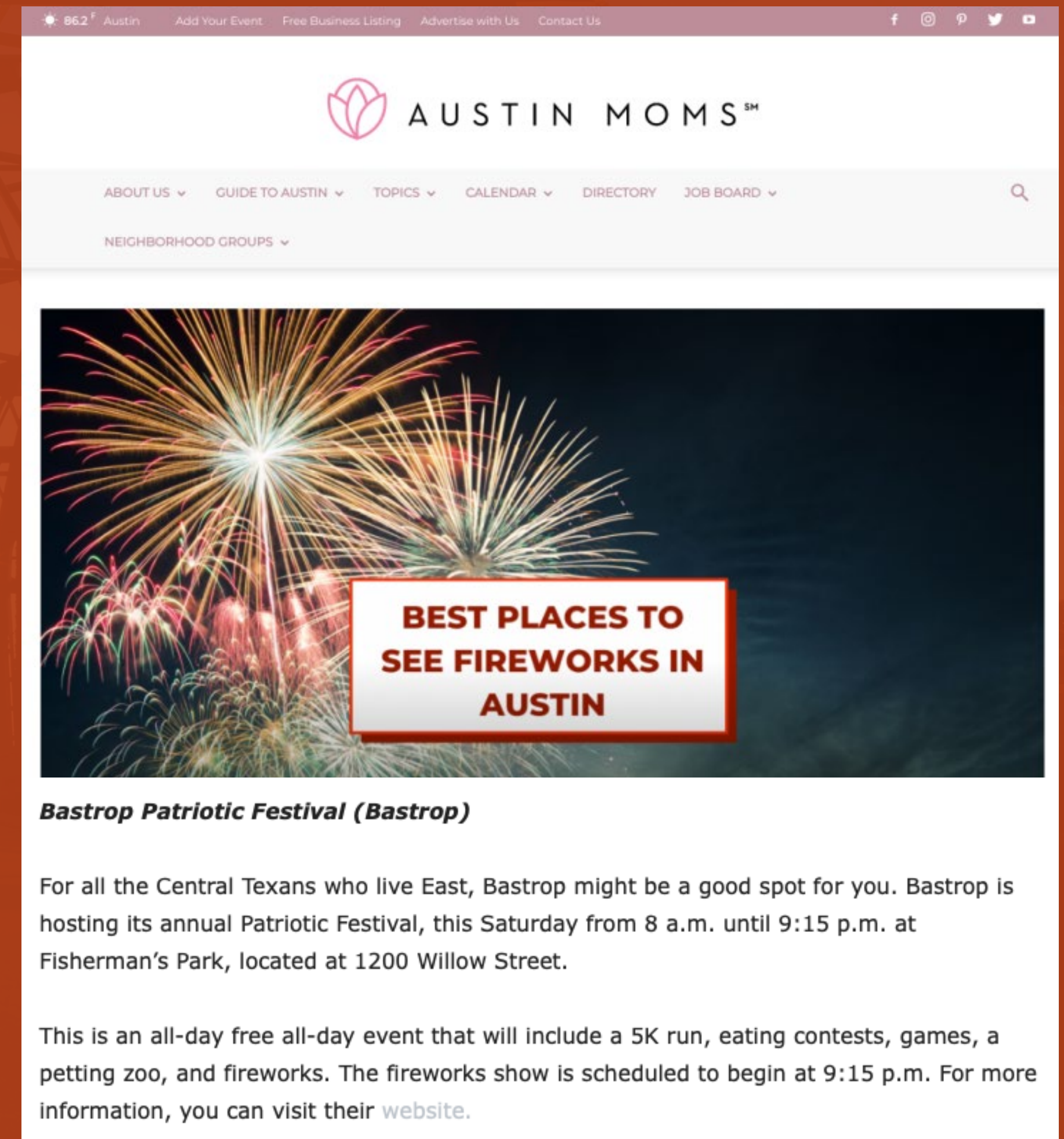
Date live: 6/30

- [Link](#)

Est. Online Monthly Visits: 58.7K
Est. Online Coverage Views: 6.72K

Industries Represented: special events

Initially Pitched: 5/26



The screenshot shows the Austin Moms website interface. At the top, there's a navigation bar with links for 'Add Your Event', 'Free Business Listing', 'Advertise with Us', and 'Contact Us'. The main header features the 'AUSTIN MOMS' logo. Below the header is a menu with categories like 'ABOUT US', 'GUIDE TO AUSTIN', 'TOPICS', 'CALENDAR', 'DIRECTORY', and 'JOB BOARD'. A search icon is also present. The main content area displays a featured article with a large image of fireworks. The article title is 'BEST PLACES TO SEE FIREWORKS IN AUSTIN'. The article is titled 'Bastrop Patriotic Festival (Bastrop)'. The text describes the festival as an all-day free event in Bastrop, Texas, including a 5K run, eating contests, games, a petting zoo, and fireworks. The fireworks show is scheduled to begin at 9:15 p.m. For more information, visitors are directed to the festival's website.

BEST PLACES TO SEE FIREWORKS IN AUSTIN

Bastrop Patriotic Festival (Bastrop)

For all the Central Texans who live East, Bastrop might be a good spot for you. Bastrop is hosting its annual Patriotic Festival, this Saturday from 8 a.m. until 9:15 p.m. at Fisherman's Park, located at 1200 Willow Street.

This is an all-day free all-day event that will include a 5K run, eating contests, games, a petting zoo, and fireworks. The fireworks show is scheduled to begin at 9:15 p.m. For more information, you can visit their [website](#).

FLAGGED COVERAGE

TPW Magazine

BIRD CITY, TX

Where birds thrive, people prosper

Date live: 5/10

- [Link](#)

Est. Online Monthly Visits: 23K

Est. Online Coverage Views: 151

Industries Represented: outdoor/recreation

Augustine did not receive confirmation this story was generated by a direct pitch, but there's potential it was generated by previous pitches, earned or owned media. Coverage contributes to positive Visit Bastrop brand sentiment.

The screenshot shows the TPW Magazine website. The top navigation bar includes 'Home', 'Topics', 'Daily Tips', 'Special Offers', 'Customer Care', and 'About Us'. Below the navigation bar, there are social media icons for Facebook and Twitter. The main content area features a large photo of a bridge over a lake with people walking on a path. The article title is 'BIRD CITY, TX' and the subtitle is 'Where birds thrive, people prosper' by Olivia Haun. The article is dated MAY 2021. On the left side, there is a sidebar with 'SUBSCRIPTIONS' and 'ARCHIVES' sections. The 'ARCHIVES' section shows a list of years from 2006 to 2021, with 'May' selected for 2021.

In February 2020, four inaugural communities were certified: **Bastrop**, Dallas, Houston and Port Aransas. These communities exhibited a remarkable commitment to bird conservation efforts now and into the future. (Galveston, San Antonio and Surfside Beach were certified as Bird City Texas communities in 2021.)

EVENT LISTINGS

Summer in the City

- Visit Austin

Est. Online Monthly Visits: 360K
Est. Online Coverage Views: 1.87K

- Austin Monthly

Est. Online Monthly Visits: 101K
Est. Online Coverage Views: 620

- 365 Things Austin

Est. Online Monthly Visits: 37.4K
Est. Online Coverage Views: 175

- Austin Chronicle

Est. Online Monthly Visits: 818K
Est. Online Coverage Views: 2.31K

Visit Austin event listing for Summer in the City. The page features a header with the Visit Austin logo, a menu, and a search icon. Below the header is a navigation bar with a 'BACK' button and a '1/1' indicator. The main content area includes a photo of the event space, the event title 'SUMMER IN THE CITY', and details: ADDRESS: Main Street, Bastrop, TX 78602; TELEPHONE: (512) 332-8990; DATES: June 19, 2021; LOCATION: Historic Downtown Bastrop; PRICE: 0. There are buttons for 'Visit Website' and 'SHARE'. A 'DETAILS' section is partially visible below.

ChronEvents website event listing for Summer in the City. The page features a header with 'CHRONEVENTS' and navigation links for 'ALL EVENTS', 'MUSIC', 'MOVIES', 'FOOD', 'COMMUNITY', 'ARTS', 'QUEER', 'BLOG', 'CONTESTS', 'CHRONICLE', and 'SUPPORT US'. Below the header is a navigation bar with 'Home', 'Events', and 'Community'. The main content area includes a photo of the event space, the event title 'Summer in the City', and details: Family-friendly activities include oversized games, chalk art, crafts, artisan vendors, live music, and entertainers. The event will also include hands-on experiences with city vehicles including fire trucks, police cars, dump trucks, and more. Community programs from the Bastrop Public Library and animals available for adoption from the Bastrop County Animal Shelter will also be on-site. There are buttons for 'Share' and 'Tweet'. A 'NEWSLETTERS' section is visible on the right.

365 Things Austin website event listing for Summer in the City. The page features a header with '365 THINGS AUSTIN' and navigation links for 'BEST OF', 'EAT & DRINK', 'OUTDOORS', 'FAMILY', and 'TRAVEL'. Below the header is a navigation bar with 'VIEW OUR EVENTS CALENDAR', '335K', '259.4K', and social media icons. The main content area includes a section for 'All Events' and a message 'This event has passed.' Below this is the event title 'Bastrop's 'Summer in the City' Event' and the date 'June 19 @ 11:00 am - 5:00 pm Free'. The description states: 'Summer in the City' will feature family-friendly activities including oversized games, chalk art, crafts, artisan vendors, live music and entertainers. The event will also include hands-on experiences with city vehicles including fire trucks, police cars, dump trucks and more. Community programs from the Bastrop Public Library and animals available for adoption from the Bastrop County Animal Shelter will also be on-site. There is a large graphic for 'SUMMER IN THE CITY' with logos for 'THE BASTROP MAIN STREET PROGRAM PRESENTS', 'LIVE MUSIC', 'FOOD', 'ART', 'SHOPPING', 'GAMES', and sponsors 'THE NITSCHKE GROUP', 'Bluebonnet', and 'LOST PINES TOYOTA'.

Austin Monthly website event listing for Summer in the City. The page features a header with 'austinmonthly' and a navigation menu. Below the header is a navigation bar with 'EVENTS'. The main content area includes the event title 'Bastrop's Summer in the City Event' and the date 'JUNE 19, 2021 | 11:00 AM - 5:00 PM'. There is a large graphic for 'SUMMER IN THE CITY' with logos for 'THE BASTROP MAIN STREET PROGRAM PRESENTS', 'LIVE MUSIC', 'FOOD', 'ART', 'SHOPPING', 'GA', and sponsors 'THE NITSCHKE GROUP', 'Bluebonnet', and 'LOST PINES TOYOTA'. A 'Description' section is visible at the bottom.

EVENT LISTINGS

Summer in the City

- **Austin 360**

Est. Online Monthly Visits: 184K
Est. Online Coverage Views: 571

- **Culture Map Austin**

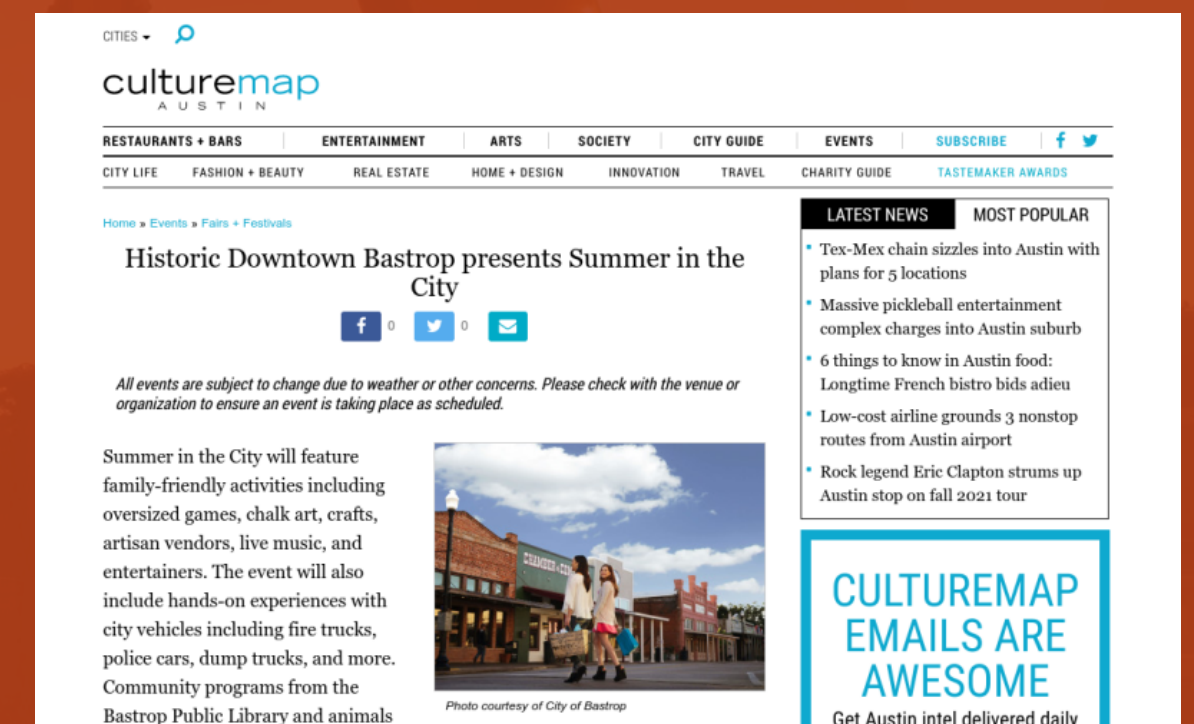
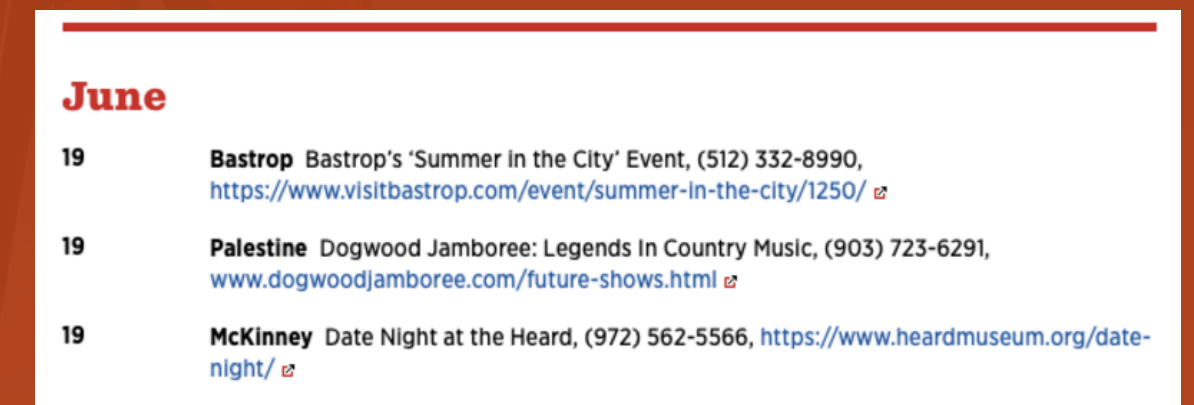
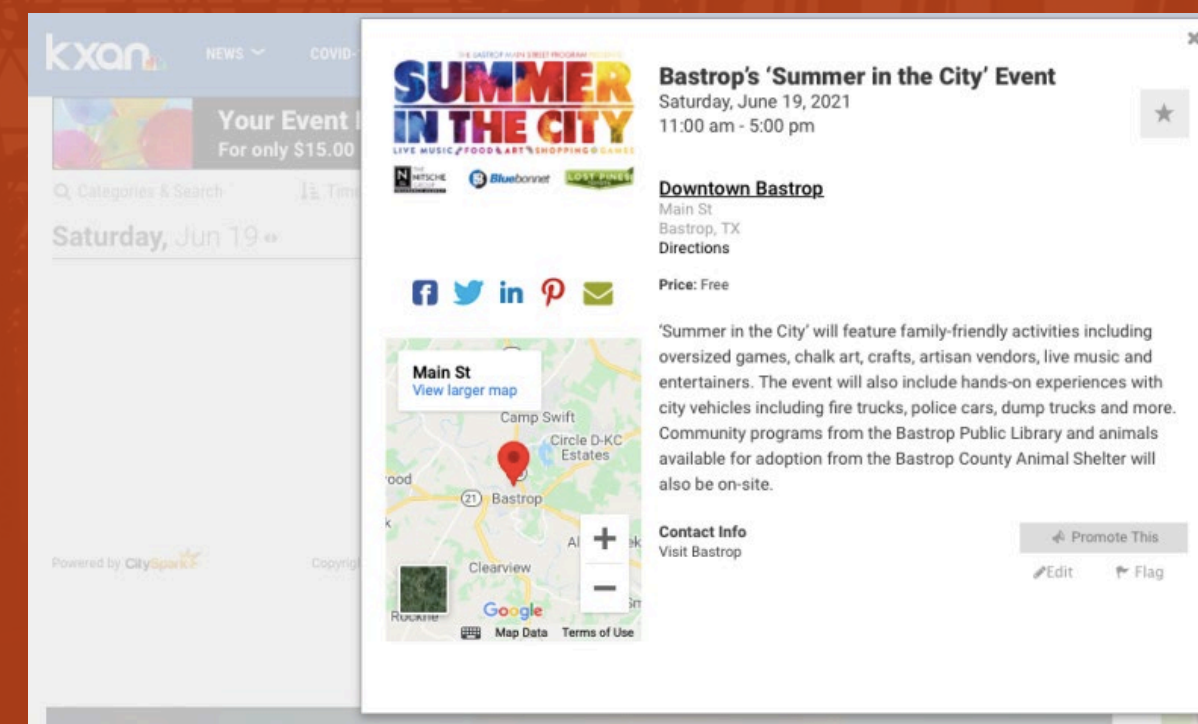
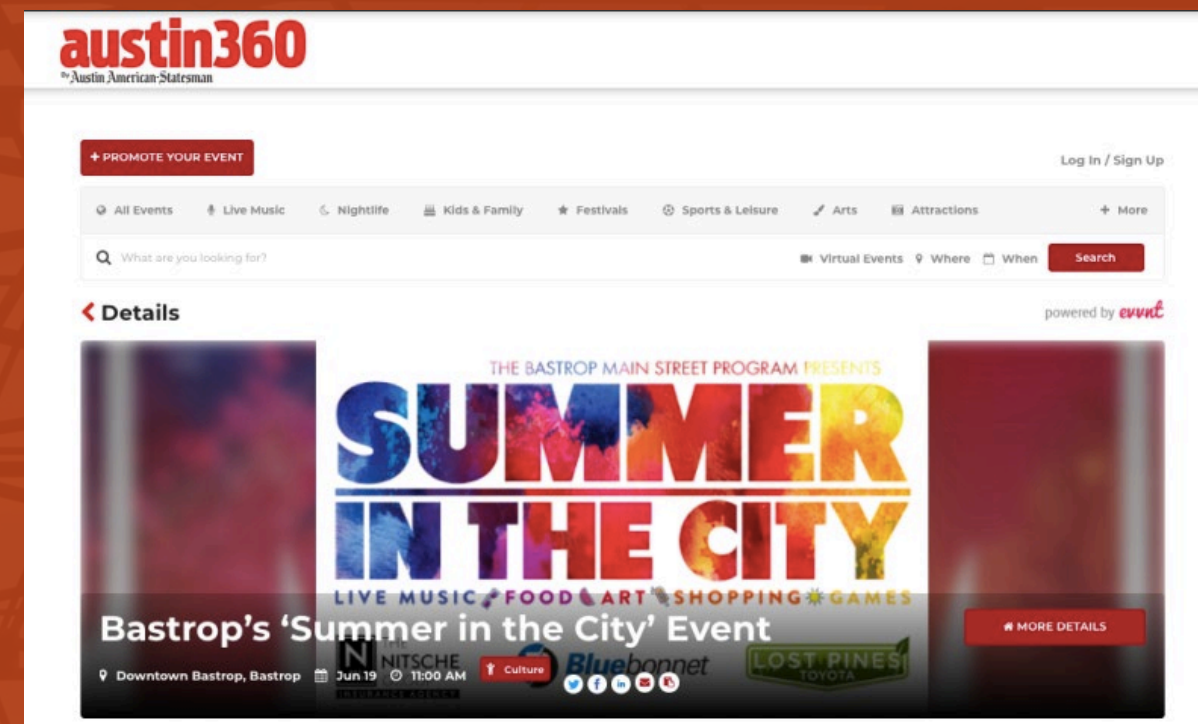
Est. Online Monthly Visits: 312K
Est. Online Coverage Views: 1.19K

- **KXAN**

Est. Online Monthly Visits: 4.74M
Est. Online Coverage Views: 16K

- **Texas Co-op Power**

Est. Online Monthly Visits: 25.9K
Est. Online Coverage Views: 1.14K



EVENT LISTINGS

Summer in the City

- Tour Texas

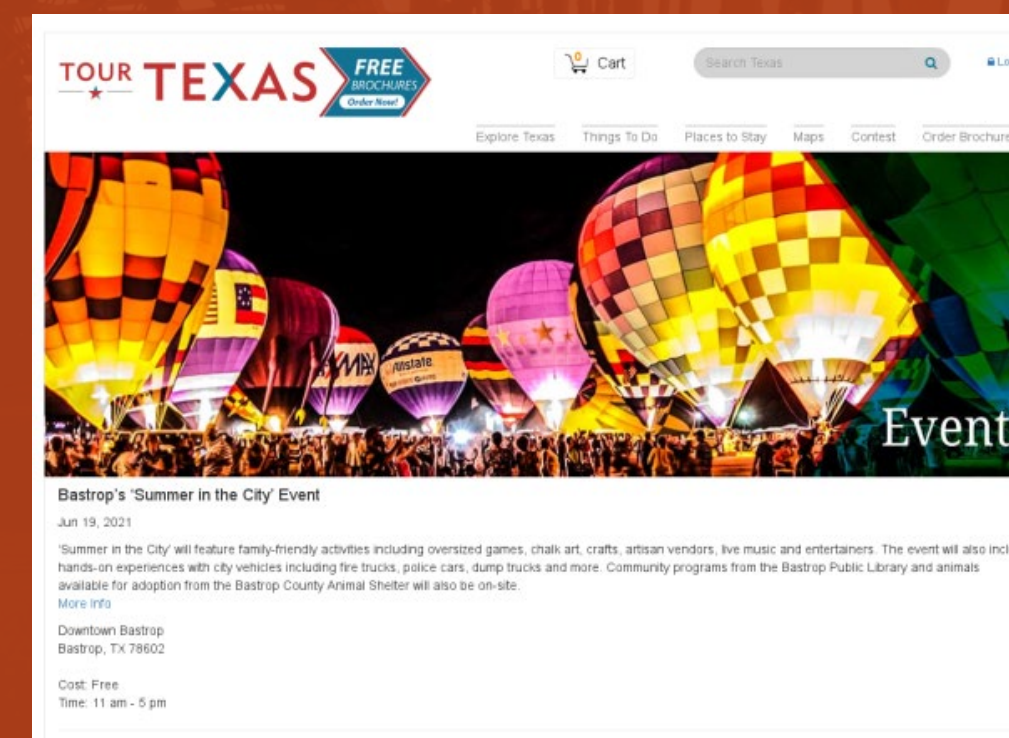
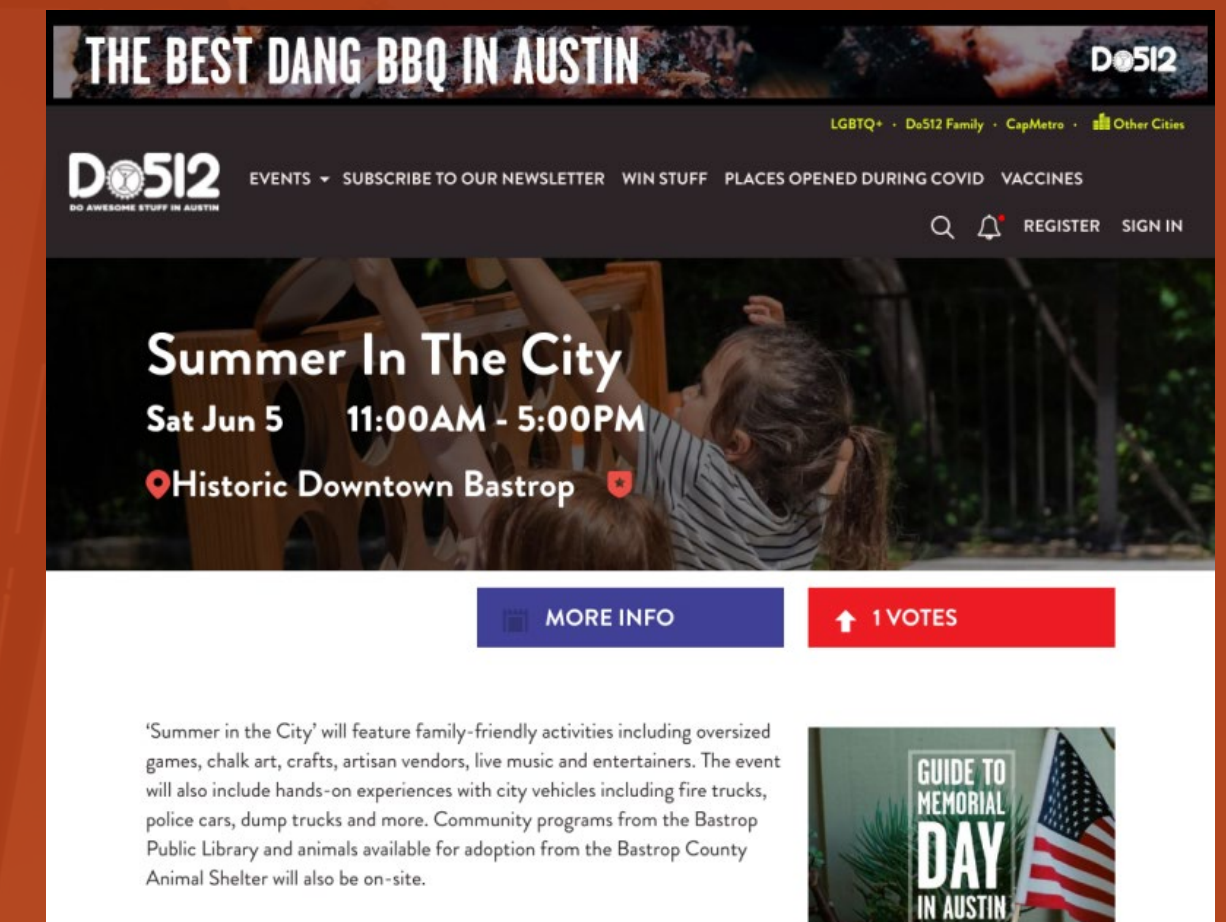
Est. Online Monthly Visits: 204K
Est. Online Coverage Views: 1.34K

- Patch Austin

Est. Online Monthly Visits: 35.4M
Est. Online Coverage Views: 50.7K

- Do 512

Est. Online Monthly Visits: 254K
Est. Online Coverage Views: 1.5K



EVENT LISTINGS

Bastrop Patriotic Festival

- Visit Austin

Est. Online Monthly Visits: 360K
Est. Online Coverage Views: 1.87K

- Patch Austin

Est. Online Monthly Visits: 35.4M
Est. Online Coverage Views: 50.7K

- Texas Co-op Power

Est. Online Monthly Visits: 36.4K
Est. Online Coverage Views: 1.87K

- Do 512

Est. Online Monthly Visits: 284K
Est. Online Coverage Views: 1.67K

The screenshot shows the event page on the Visit Austin website. It features a header with the 'Visit Austin' logo and a navigation menu. Below the header is a large image of the festival with people and inflatable structures. To the right of the image, the event title 'BASTROP PATRIOTIC FESTIVAL' is displayed in bold. Below the title, the address is listed as '602 East 4th Street, 1200 Willow Street, Bastrop, TX 78602'. Other details include the telephone number '(512) 332-8990', the presenter 'Visit Bastrop', the date 'July 3, 2021', the location 'Fisherman's Park', the time '8:20 AM to 9:15 PM', and the price 'Free'. At the bottom of the page, there is a 'Visit Website' button and a 'SHARE' button. A 'DETAILS' section is also visible, with an 'About' subsection containing a paragraph of text about the festival's activities and schedule.

The screenshot shows the event page on the Patch Austin website. It features a header with the 'Patch' logo and a search bar. Below the header is a navigation menu with options like 'My Communities', '82°F', 'Nearby', 'Local News', 'Neighbor Posts', and 'Classifieds'. The event title 'Bastrop Patriotic Festival' is displayed in bold. Below the title, the date 'JUL 3' is shown. A large image of the festival is featured. Below the image, the event details are listed, including the date 'Sat, Jul 3, 2021 at 8:00 AM' and the location 'Fisherman's Park, 1200 Willow St, Bastrop, TX, 78602'. There is an 'Add to calendar' button. A paragraph of text describes the festival as an admission-free, all-day, family-friendly event with various activities and costs.

The screenshot shows the event page on the Do 512 website. It features a header with the 'Do 512' logo and a navigation menu. Below the header is a navigation menu with options like 'EVENTS', 'SUBSCRIBE TO OUR NEWSLETTER', 'WIN STUFF', 'PLACES OPENED DURING COVID', and 'VACCINES'. The event title 'Bastrop Patriotic Festival' is displayed in bold. Below the title, the date 'Sat Jul 3' and the time '8:20AM - 9:15PM' are shown. The price is listed as '\$0-\$10, All Ages'. The location 'Fisherman's Park' is also displayed. A large image of the festival is featured. Below the image, there is a '1 VOTES' button. A paragraph of text describes the festival as an admission-free, all-day, family-friendly event with various activities and costs.

The screenshot shows the event page on the Texas Co-op Power website. It features a header with the 'Texas Co-op Power' logo and a navigation menu. Below the header is a navigation menu with options like 'EVENTS', 'SUBSCRIBE TO OUR NEWSLETTER', 'WIN STUFF', 'PLACES OPENED DURING COVID', and 'VACCINES'. The event title 'Bastrop Patriotic Festival' is displayed in bold. Below the title, the date 'Sat Jul 3' and the time '8:20AM - 9:15PM' are shown. The price is listed as '\$0-\$10, All Ages'. The location 'Fisherman's Park' is also displayed. A large image of the festival is featured. Below the image, there is a '1 VOTES' button. A paragraph of text describes the festival as an admission-free, all-day, family-friendly event with various activities and costs.

EVENT LISTINGS

Bastrop Patriotic Festival

- [Austin Chronicle](#)

Est. Online Monthly Visits: 818K
Est. Online Coverage Views: 2.31K

- [Culture Map Austin](#)

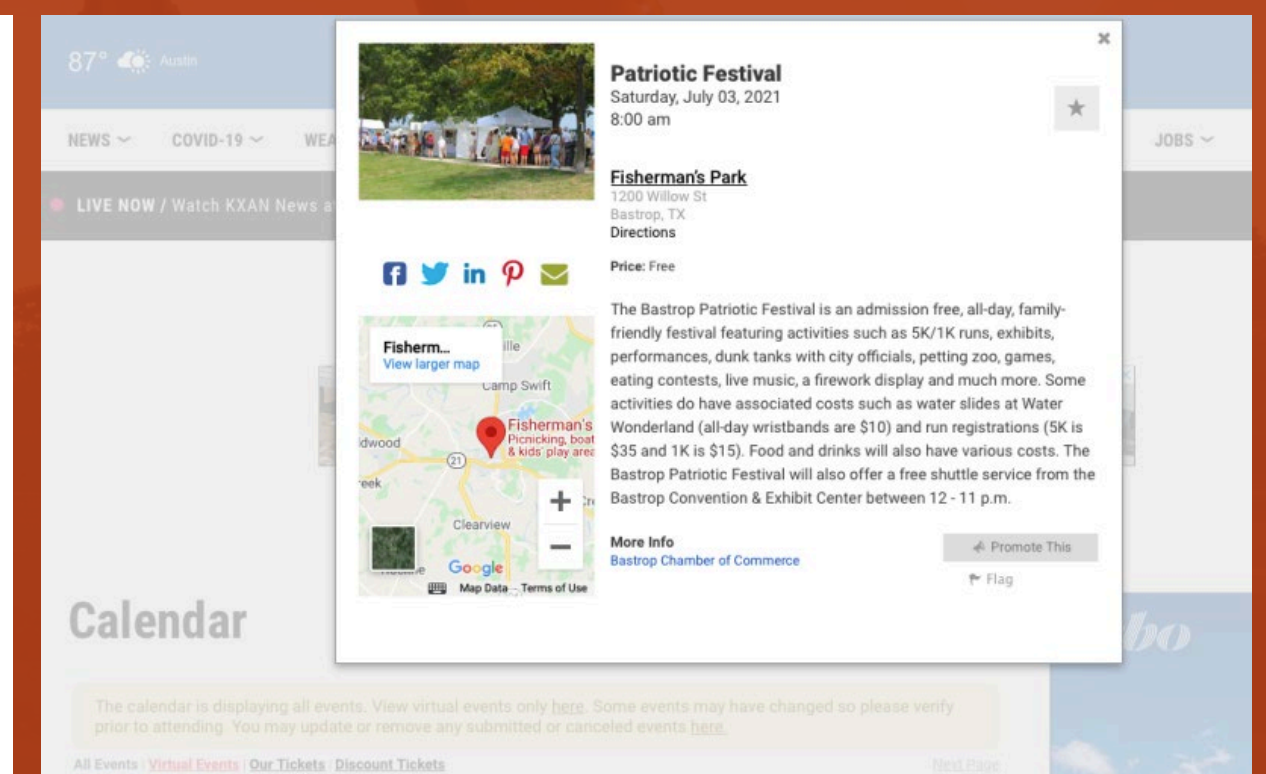
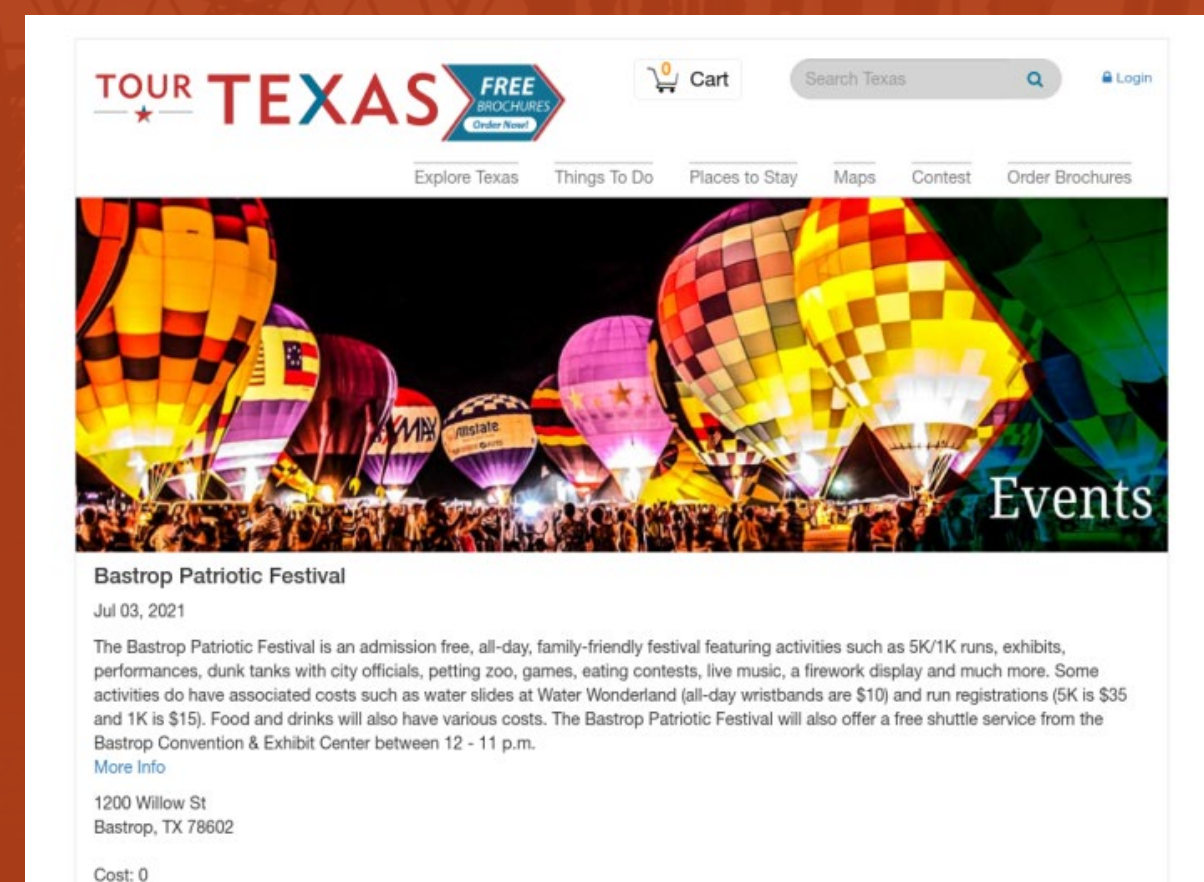
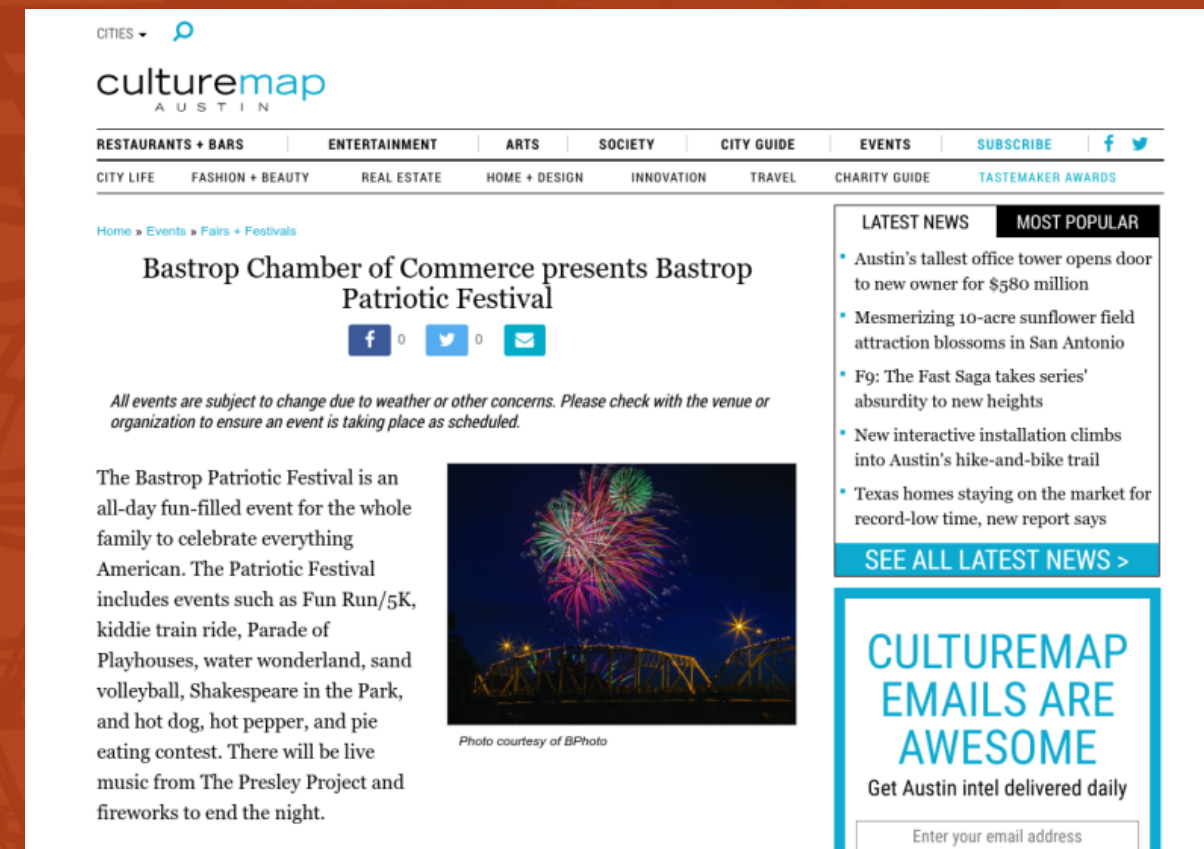
Est. Online Monthly Visits: 312K
Est. Online Coverage Views: 1.19K

- [Tour Texas](#)

Est. Online Monthly Visits: 204K
Est. Online Coverage Views: 1.34K

- [KXAN](#)

Est. Online Monthly Visits: 4.74M
Est. Online Coverage Views: 16K





EVENT LISTINGS

Bastrop Patriotic Festival

- **Austin Monthly**
Est. Online Monthly Visits: 101K
Est. Online Coverage Views: 612K

austin monthly


BEST OF ATX EAT & DRINK CULTURE CITY LIFE TRAVEL AUSTIN HOME THINGS TO DO

f t  

EVENTS

Bastrop Patriotic Festival

JULY 3, 2021 | 8:00 AM - 9:30 AM



QUARTERLY OVERVIEW

PRINT PLACEMENTS

Texas Highways Magazine
(Monthly Publication)

Est. Total Circulation:
177,361

Industries Represented:
outdoor/recreation, group travel

We Welcome You
TO ESCAPE UNDER THE STARS

VISIT
BASTROP EST. 1832
Texas

Welcome to Bastrop—an original Texas town with a fresh approach to life. It all starts with exploring hidden gems in historic downtown, followed by a thrilling zip line experience through the treetops of Lost Pines. Then, take the crew to Lake Bastrop and enjoy a leisurely stroll around the water before spending the night under the Texas stars. And that's just half of it. We welcome you to make yourself at home, create your next story and enjoy our special brand of Texas hospitality.

Welcome To It All

PLAN YOUR GETAWAY AT VISITBASTROP.COM

GO! BASTROP SAVINGS

Visit Bastrop recently launched the GO! Bastrop Savings Card program. This free program offers exclusive savings to visitors, meeting attendees and locals, driving them to shop unique, locally owned businesses in Bastrop.

Actively on Sale | Price is \$15 per card

23 active offers as of 7/15/2021



We Welcome You To Savings



FOR MORE INFORMATION...
Scan this QR code with your mobile device to access the GO! Bastrop Savings offers, or call 512.332.8990
visitbastrop.com

Valid from: 7/15/2021
Thru: 7/25/2021

Q3 newsletter report

LEISURE

1228 successful newsletter deliveries

- 23.8% open rate
- 21% open rate (industry average)
- 13.0% click thru rate
- 2% click thru rate (industry average)





THANK YOU!



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 9C

TITLE:

Receive Quarterly Report from Bastrop Economic Development Corporation.

AGENDA ITEM SUBMITTED BY:

Candice Butts, Community Impact Manager

ATTACHMENT(S):

- PowerPoint





AGENDA MEMORANDUM

Meeting Date: July 27, 2021

Agenda Item: BEDC Quarterly Update to City Council

Prepared by: Genora C. Young, Interim Executive Director
Bastrop Economic Development Corporation

- The Bastrop Economic Development Corporation is a Type B Corporation formed under Sections 501 and 505 of the Texas Local Government Code. BEDC is funded through a portion of sales tax generated within the City limits of the City of Bastrop. The percentage is currently 0.5% of every \$1.00 paid on qualifying goods and services within the city.
- GREAT News in 2021 for Downtown Bastrop! 921 Main Opened its doors July 12, 2021, and classes are now in session.
- During the second quarter of 2021 the City of Bastrop continued to experience an increase in sales tax revenues.
- The BEDC Website has a Property List Tool: Simplified.
- May, June, and July 2021 were very busy months for the BEDC with staff meeting with US Congressman Michael Cloud in our BEDC offices. Staff attended the BEST County-wide Mixer at Spiderwood Studios and hosted the May BEST breakfast in downtown Bastrop with topics including the excitement and impacts of Tesla.
- Ms. Young met City staff and continues to attend the Development Review Committee meetings to learn the City's development and permitting process.
- As the Texas Ambassador for BREI (Business Retention Expansion International), Ms. Young was a panel presenter for the June 2021 Virtual Annual Conference joining other BREI Ambassadors from around the US and Canada. Canada will host, LIVE and IN PERSON, the 2022 Annual Conference.
- Jean Riemenschneider, BEDC Projects Manager, is an invited speaker for the CTAT (Career & Technology Association of Texas) conference in Fort Worth on July 28, 2021
- BEDC staff facilitated the (Virtual) BISSD Youth Career Day.

- Ms. Young was recently appointed to the CACOG/CAEDD (Capital Area Council of Governments/Capital Area Economic Development District, Inc.) through an introduction by Mayor Pro Tem Nelson. CAEDD meets quarterly.
- City and BEDC staff members facilitated the Joint City Council/BEDC July meeting and will continue to collaborate and communicate building a resilient partnership between the two entities.
- The BEDC Board members will hold a Strategic Planning Session and Budget Workshop beginning at 10 AM, Monday, July 26, 2021, at the Bastrop City Hall.

Bastrop City Council Update by

bastrop
EDC



July 27, 2021

Great News!



The Art Institute is OPEN!!!!



Welcome to Bastrop to all staff and students!

The campus is officially opened on July 12th and is holding classes.



Sales Tax Update



Sales Tax – Continued Growth

The City of Bastrop continues to see an increase in collected sales tax revenues over the last quarter.

2020 1st Quarter City

\$2,026,560

2021 1st Quarter City

\$2,310,089

2020 1st Quarter BEDC

\$680,711

2021 1st Quarter BEDC

\$566,096

2020 2nd Quarter City

\$1,805,024

2021 2nd Quarter City

\$2,418,901

2020 2nd Quarter BEDC

\$608,184

2021 2nd Quarter BEDC

\$813,374

BEDC Activities






Property List Tool: Simplified

Bastrop EDC | **PROPERTY SEARCH** | OUR COMMUNITY | COMPARE COMMUNITIES | WORKFORCE | TALENT | Add Properties | Help | BUSINESSES

Location: All Properties Size Sale / Lease All Types **All Filters** New Search Saved Results 0

Property Results
26 total Properties (Save All)
Sort By: Featured Descending PDF Print Share

1 - 26 of 26 Results

| | | |
|---|--|---|
|  Office |  Retail |  Commercial Office Retail |
| 3971 Highway 71 Address: 3971 TX-71 City: Bastrop County: Bastrop County Zip Code: 78602 Min Size: 1,375 sqft Max Size: 1,375 sqft View Details | 122 HASLER SHORES... Address: 122 Hasler Shores Dr City: Bastrop County: Bastrop County Zip Code: 78602 Min Size: 0 sqft Max Size: 0 sqft View Details | 1009 Main Address: 1009 Main St City: Bastrop County: Bastrop County Zip Code: 78602 Min Size: 1,600 sqft Max Size: 1,600 sqft View Details |

Map Layers: Show Properties

Search as I move the map | Map | Satellite

MAP TOOLS: Pinpoint Measure Aa By Address Filter: Area Filter: Radius Export

Map data ©2021 Google Terms of Use



Meetings & Presentations

- Met with Congressman Michael Cloud, May
- Attended the BEST County-wide Mixer at Spiderwood Studios, May
- Hosted the B.E.S.T Breakfast – Topic – Tesla Impact
- Interim Executive Director attended DRC Meetings
- Texas Ambassador, BREI (Business Retention Expansion International) panel presenter, June 2021 Annual Conference (Virtual)
- CTAT (Career & Technical Association of Texas) presenter, July 28, 2021, in Ft. Worth
- BISD Youth Career Day (Virtual)

Meetings & Presentations (continued)

- Interim Executive Director appointed to the CAPCOG/Capital Area Economic Development District, Inc. (CAEDD)
- City & BEDC staff members facilitated the Joint City Council/BEDC Meeting - July 2021
- BEDC Strategic Planning Session & Budget Workshop – July 2021



Retail Announcements

Old Navy



OLD NAVY

Planet Fitness



bastrop
EDC

Questions?



Thank you!



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 9D

TITLE:

Receive Quarterly Report from Lost Pines Art Center.

AGENDA ITEM SUBMITTED BY:

Candice Butts, Community Impact Manager

ATTACHMENT(S):

- PowerPoint





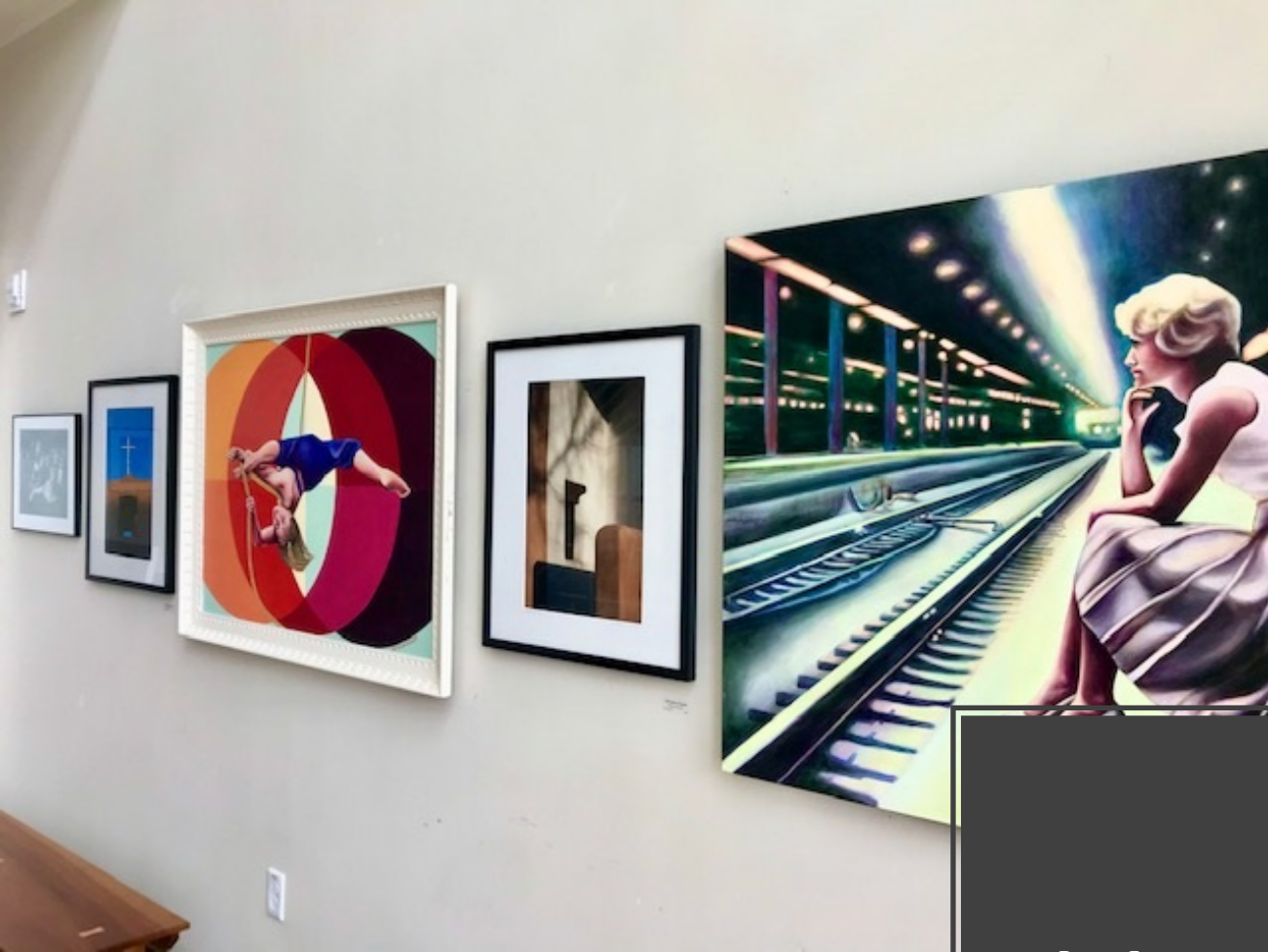
Lost Pines Art Center

Bastrop City Council – July 2021



Happenings

Virtual, Members Gallery, Art After Dark, Blow Your Own Glass, MayFest, Summer in the City, Artist Resilience Series



Members Show

Featuring over 120 works of art, in every medium, show runs
June 1st through August 31st



Glass Blowing

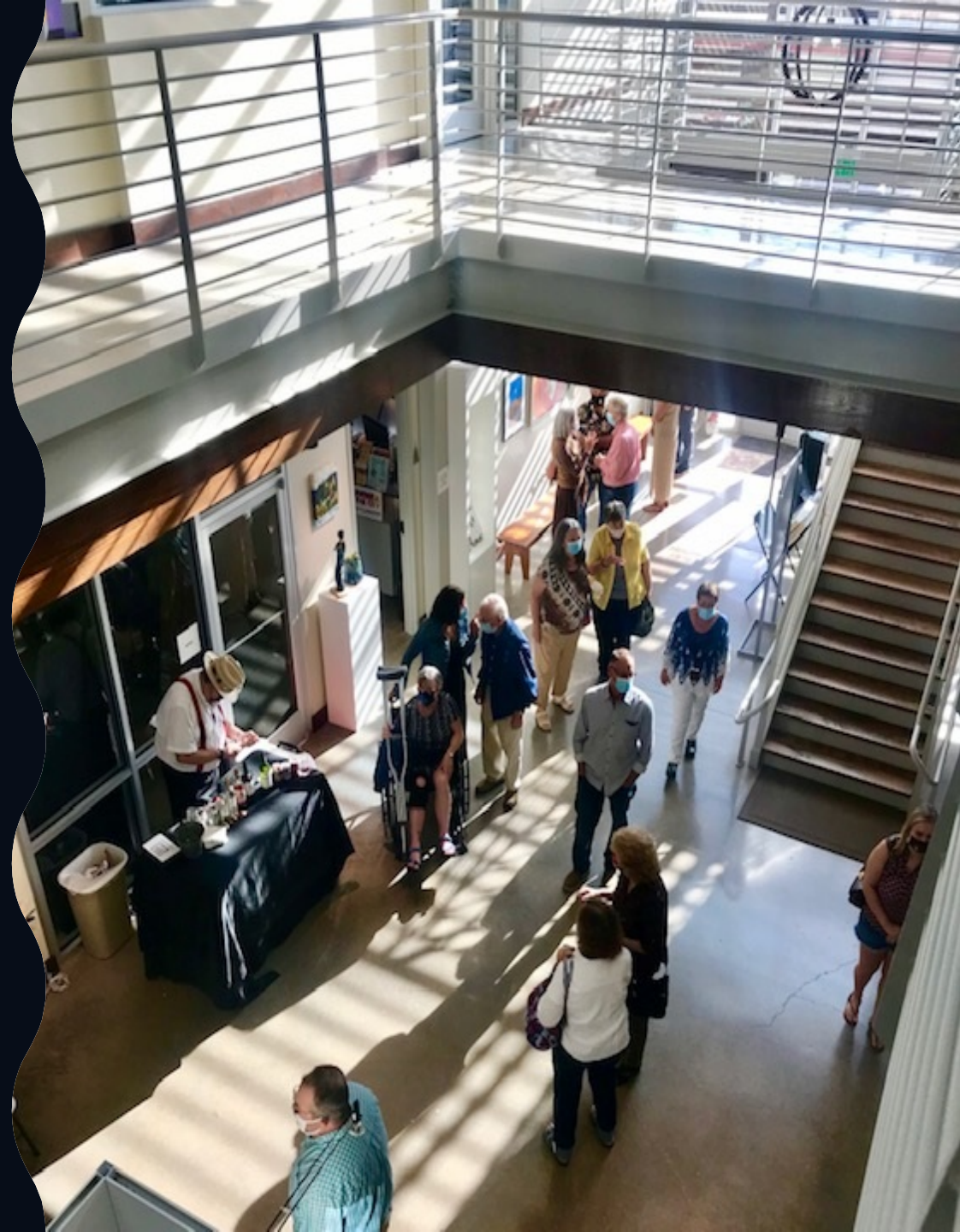
48 Rentals in the second quarter

Art After Dark

April 3rd
- 50 visitors

May 1st –
60 Visitors

June 5th –
70 visitors



ELEMENTS Series

Earth

"Rooted"

A Virtual Exhibit

Artist Resilience Series

Interviews featuring Member artists who have persevered in a time of limited opportunities.



ARTIST'S RESILIENCE



Unique Experiences & Traditional Classes

Drawing, watercolor,
Wood Carving



Spring/Summer Sessions

at the Art Center

Blow your Own Glass
Experience Glass Fusing
Wine and unwind
Cyanotype Photography
Silk Marbling

and lots more- to be
announced soon!

MayFest Handmade Market

May 8, 2021



LOST PINES Art Center
1905 PINEY CREEK

Save the Date
5.8.21
11am-5pm
Free Admission

MayFest

at the
Lost Pines Art Center

Celebrate Mother's Day!

- Shop from regional artists and craft makers
- Food and Beverage vendors
- Artist Demonstrations and lots more!

Lost Pines Art Center
1204 Chestnut
Bastrop, Tx 78602
512.321.8055
lostpinesartcenter.org

Texas Commission on the Arts BASTROP ****Safety protocols following CDC guidelines**



Summer in the City

June 19, 2021

Community Projects – Bird Wings and Woven Colors Mural
80 participants



Stats

- Facebook
 - 3,868 followers
- YouTube
 - Nearly 800
- Instagram
 - 1,041 followers
- Newsletter
 - 2419 subscribers – 30% average click through rate

Upcoming

- We set up our "**mini immersion**" sessions for July. The full Art Immersion will be in 2022.
- -Preparing next online show, **Elements series, "Rooted"** for July
- Hosted BCHS Quarterly Meeting featuring artist Lee Jamison – July 2021
- Art Conference 2022
- Fall Festival
- Ongoing Classes
- Continued Art Experiences
- Spring fundraising event

Thank You



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 9E

TITLE:

Receive Quarterly Report from Bastrop Opera House.

AGENDA ITEM SUBMITTED BY:

Candice Butts, Community Impact Manager

ATTACHMENT(S):

- PowerPoint



Bastrop Opera House Quarterly Report



- Hello! My Baby
- May 2021
- 9 Sold Out Performances





The Show Must Go On!



25TH ANNUAL TNT YOUTH CONFERENCE

JUNE 10 – 14, 2020 AT THE JERRY FAY WILHELM CENTER
FOR THE PERFORMING ARTS IN BASTROP, TX

250
Participants



Roald Dahl's

Willy
Wonka

JR.

November 2020-June 2021

- Tickets Sold: 2,651

Word Of Mouth: 1,353

BOH Marketing: 1,001

Visit Bastrop: 297



- Season Opens October 1st 2021
- 9 Season Productions
- 2 Special Events
- 5 Academy Productions

2021-2022 Season

Hot Funds for 2021/2022 season will be used in promoting the art of theatre and encouraging attendance of events for out of town visitors.

- Production expenses
- Promoting/Marketing
- Production Equipment
- Performing Arts Academy

-
- Over 60% of ticket sales are from outside of Bastrop County
 - As of July 1st, BOH is opened at 100% capacity
 - New website with links to area hotels as well as Visit Bastrop
 - Bastrop Opera House will continue to work with the other assets and the community on projects that are intended to promote tourism.





STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 9F

TITLE:

Receive Quarterly Report from Bastrop Museum and Visitor Center.

AGENDA ITEM SUBMITTED BY:

Candice Butts, Community Impact Manager

ATTACHMENT(S):

- PowerPoint





HOT Fund Presentation

Bastrop City Council – July 2021

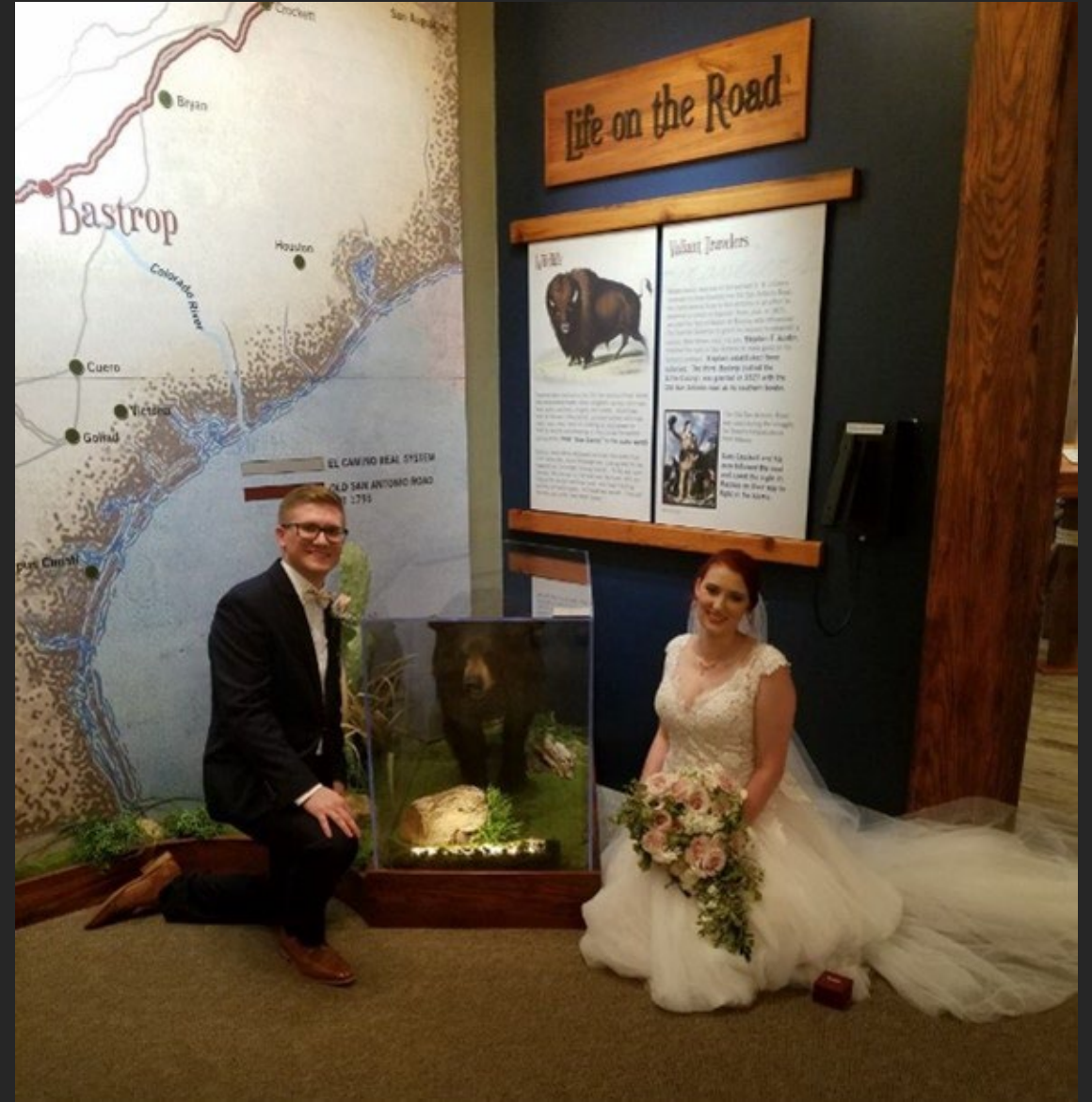
Outrageous Bird Hat Show & Contest



2021 Visitor Center – 3rd Quarter Highlights

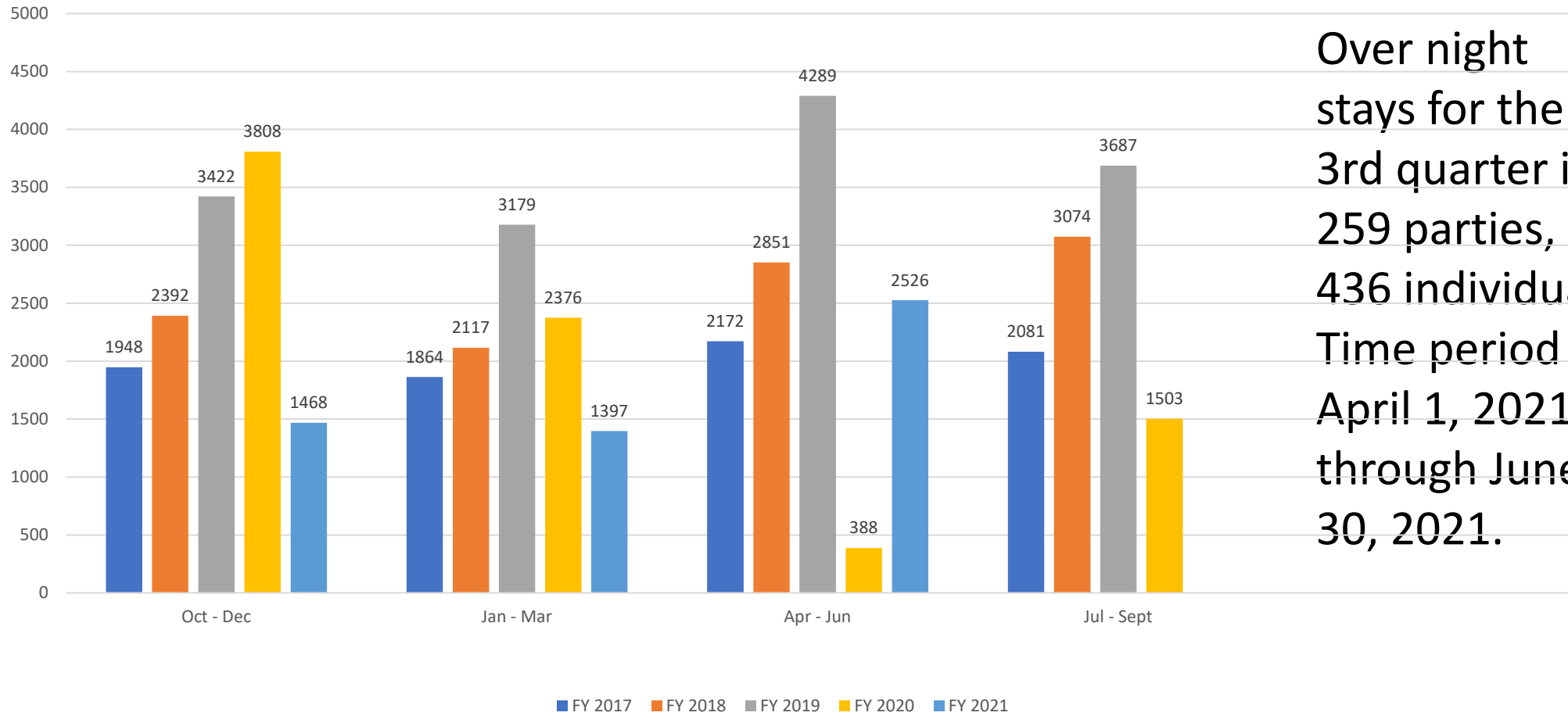






| | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 |
|------------------|-------------|-------------|-------------|-------------|---------|
| Q1 Oct - Dec | 1948 | 2392 | 3422 | 3808 | 1468 |
| Q2 Jan - Mar | 1864 | 2117 | 3179 | 2376 | 1397 |
| Q3 Apr - Jun | 2172 | 2851 | 4289 | 388 | 2526 |
| Q4 Jul - Sept | <u>2081</u> | <u>3074</u> | <u>3687</u> | <u>1503</u> | |
| | 8,065 | 10,434 | 14,577 | 8,075 | |

Total Visitors



Over night stays for the 3rd quarter is 259 parties, 436 individuals. Time period is April 1, 2021, through June 30, 2021.

Visitor Demographics

38 States

- Alaska, Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Iowa, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Maine, Michigan, Minnesota, Missouri, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, Wisconsin

9 Countries

- Argentina, Bolivia, Canada, Egypt, Mexico, Peru, Sweden, Turkey, UK

Volunteer Hours

- Visitor Center
 - 12
- Dollar Value = \$276 (\$23 hr.)



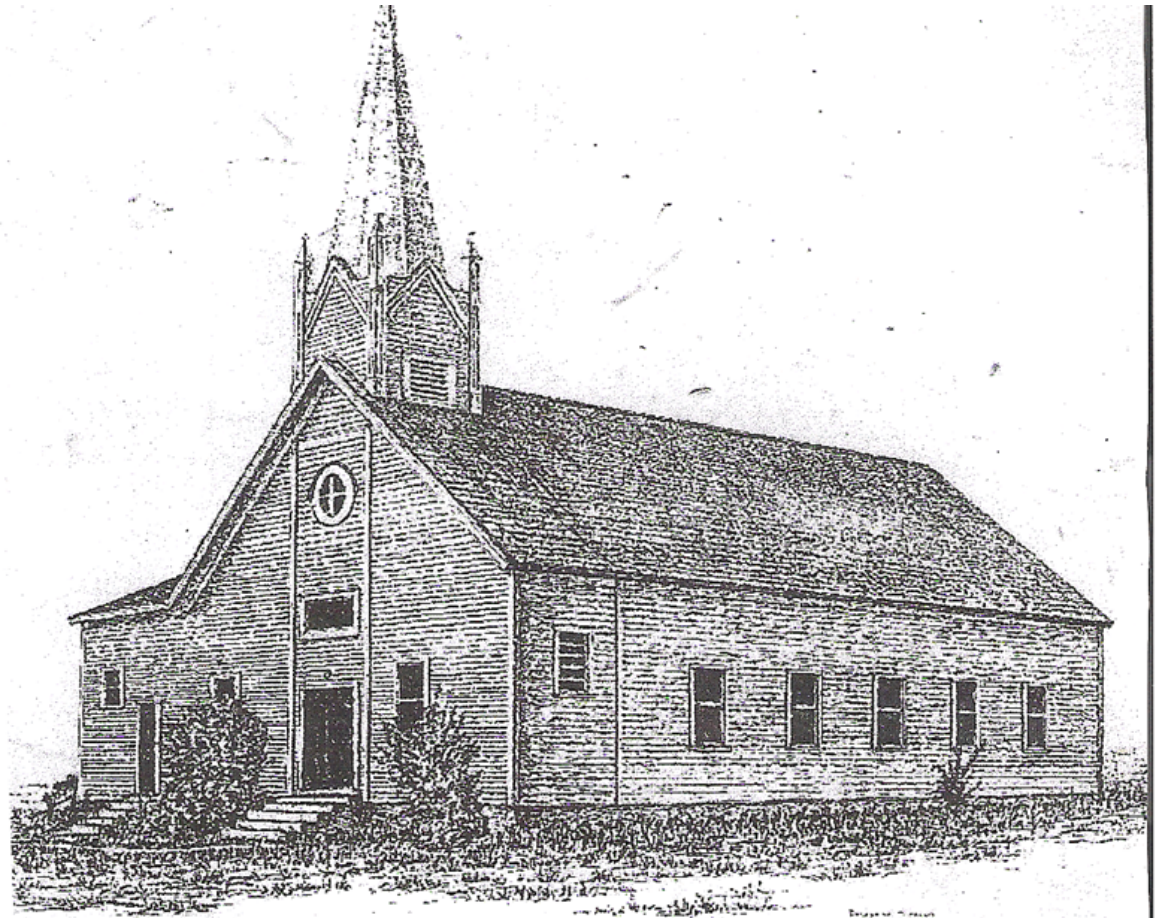
Museum Highlights

- Special Exhibit
 - Mt. Rose Baptist Church – 135 Years
- Library Exhibit
 - Mobile Homes



3rd Quarter Meeting:
Mt. Rose Baptist Church

Dianne Mills
45 in person
8 online



Notables

- An increase of 162 pieces all to be added to the museum's searchable database and available to Bastropians, visitors, historians, students, researchers and genealogists.
- The third quarter of 2021 we had 26 individuals reach out to the library in search of information about those who came before them.
 - 8 email
 - 14 in person from Bastrop
 - 4 in person out of state
- Hosted 3 Uniquely Bastrop webinars
- Historic Downtown Walking Tours Saturdays in May.



Volunteer Hours

- Museum
 - 200*
- Dollar Value = \$4,600



*This number does not include the hours contributed by our dedicated Board of Trustees, our Museum Curator (Robbie Sanders) or Special Exhibit Manager (Michal Hubbard).

THANK YOU!



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 10

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on July 27, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 11A

TITLE:

Consider action to approve City Council minutes from the July 12, 2021, Council and Bastrop Economic Development Corporation joint meeting and July 13, 2021, Regular meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Ann Franklin, City Secretary recommends approval of the City Council minutes from the July 12, 2021, Council and Bastrop Economic Development Corporation joint meeting and July 13, 2021, Regular meeting.

ATTACHMENTS:

- July 12, 2021 DRAFT Council and Bastrop Economic Development Corporation joint meeting.
- July 13, 2021 DRAFT Regular Meeting Minutes.



**MINUTES OF JOINT WORKSHOP WITH BASTROP COUNCIL AND
BASTROP ECONOMIC AND DEVELOPMENT CORPORATION****July 12, 2021**

The Bastrop City Council and Bastrop Economic Development Corporation (BEDC) met in a Joint Workshop Meeting on Monday, July 12, 2021, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present for the Bastrop City Council were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers, and Peterson. Officers present were: City Manager, Paul A. Hofmann; Deputy City Secretary, Victoria Psencik; and City Attorney, Alan Bojorquez. Members present for BEDC were: Board Chair, Kathryn Nash; Board Members Ron Spencer, Jeff Haladyna, Sam Kier, William Gossett, and Kevin Plunkett. Officers present were: Interim Executive Director, Genora Young; and BEDC Attorney, Charles Zech

CALL TO ORDER

- a. **Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 5:00 p.m.**
- b. **Bastrop Economic Development Corporation – Chair, Kathryn Nash called the meeting of the Bastrop Economic Development Corporation to order with a quorum being present at 5:00 p.m.**

WORKSHOP SESSION

- 2A. Review of Statutory Economic Development Corporation Guidelines
- 2B. Review of City of Bastrop Focus Areas and Priorities
- 2C. Review of Bastrop Economic Development Corporation Strategic Action Items 2020
- 2D. Review of Development Process

Mayor Schroeder recessed the Joint Council Meeting at 7:01 p.m.

Mayor Schroeder called the Joint Council Meeting back to order at 7:08 p.m.

- 2E. Discussion of Areas of Common Ground
- 2F. Discussion of Next Steps

ADJOURNMENT

- a. **Mayor Schroeder adjourned the Bastrop City Council meeting at 8:18 p.m. without objection.**
- b. **Chair, Kathryn Nash adjourned the Bastrop Economic Development Corporation meeting at 8:18 p.m. without objection.**

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

Deputy City Secretary Victoria Psencik

The Minutes were approved on July 27, 2021, by Council Member **Name's motion, Council Member **Name's** second. The motion was approved on a **5-0** vote.**

JULY 13, 2021

The Bastrop City Council met in a regular meeting on Tuesday, July 13, 2021, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers, and Peterson. Officers present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER – EXECUTIVE SESSION

Mayor Schroeder called the meeting to order at 5:30 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 5:31 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

Mayor Schroeder recessed the Executive Session at 5:43 p.m.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

No action taken.

WORK SESSION/BRIEFINGS

- 4A. Receive presentation on the new FEMA Flood Insurance Study, Flood Insurance Rate Maps, impact on community, and floodplain administration. (Submitted by: Allison Land, Senior Planner)
Presentation was made by Allison Land, Senior Planner.
- 4B. Receive presentation on the option to lease police vehicles. (Submitted by: Vicky L. Steffanic, Assistant Chief of Police)
Presentation was made by Vicky L. Steffanic, Assistant Chief of Police.

Adjourn Special Meeting

Mayor Schroeder adjourned the special meeting without objection at 6:27 p.m.

CALL TO ORDER

At 6:30 p.m. Mayor Schroeder called the regular meeting to order with a quorum being present.

PLEDGE OF ALLEGIANCE

INVOCATION

Cliff Sparks, Police Chaplain, gave the invocation.

PRESENTATIONS

- 9A. Mayor's Report
- 9B. Council Members' Report
- 9C. City Manager's Report
- 9D. Present Bastrop Independent School District Community Partner Recognition.
Presentation made by Dr. Kristi Lee and April Lewandowski, Bastrop Independent School District.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 13C. Consider action to approve the first reading of Resolution No. R-2021-66 of the City Council of the City of Bastrop, Texas, approving a Project with John Baasch Augers and Flighting Inc. in an amount exceeding Ten Thousand Dollars (\$10,000.00) for the project; providing an effective date; and move to include on the July 27, 2021, consent agenda for a second reading. (Submitted by: Genora Young, BEDC Interim Executive Director)
This item was pulled from the agenda by the applicant.

- 13A. Consider action to approve Ordinance No. 2021-09 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021 to fund water and wastewater system improvements and fence replacement in the Hunter's Crossing Public Improvement District; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer and Dan Wegmiller, Specialized Public Finance.

A motion was made by Council Member Rogers to approve Ordinance No. 2021-09, seconded by Council Member Jackson, motion was approved on a 4-0-1 vote. Mayor Pro Tem Nelson abstained.

STAFF AND BOARD REPORTS

- 10A. Presentation from Organizations applying for FY2022 Community Support Funding. (Submitted by: Candice Butts, Community Impact Manager)
Presentations were made by representatives of the following organizations.
 - Pines and Prairies Land Trust
 - In the Streets Hands Up High Ministry
 - Feed the Need Missions
 - Court Appointed Special Advocates CASA
 - Combined Community Action, Inc. of Central Texas
 - Children's Advocacy Center

- Bastrop Pregnancy Resource Center
- Bastrop County Women’s Shelter, dba Family Crisis Center
- Bastrop County Long Term Recovery
- Bastrop County First Responders
- Bastrop County Emergency Food Pantry and Support Center
- Bastrop County Child Welfare Board
- Austin Habitat for Humanity

Mayor Schroeder recessed the Council Meeting at 7:47 p.m.

Mayor Schroeder called the Council Meeting back to order at 7:52 p.m.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 13D. Hold public hearing and consider action to approve Resolution No. R-2021-65 of the City Council of the City of Bastrop, Texas, approving a Development Agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
Presentation was made by Jennifer Bills, Assistant Director of Planning.

Public Hearing Opened

SPEAKERS

**Brandon Camp
246 Woodlands Dr.
Bastrop, TX 78602
512-965-6612**

**Frank Guerra
306 Woodlands Dr.
Bastrop, TX 78602**

**Sal Armstrong
297 Woodlands Dr.
Bastrop, TX 78602
512-332-1929**

**Janie Armstrong
297 Woodlands Dr.
Bastrop, TX 78602**

**Pablo Martinez
9228 Siesta**

**Austin, TX 787602
512-879-0428**

**Isabella Lucchese Stewart
160 FM 969
Bastrop, TX**

**Joey Nasera
The Colony
Bastrop, TX**

**Justin M. Fohu
432 Woodlands Drive
Bastrop, TX 78602
512-897-6388**

**Robert Meyer
116 Timber Ct
Bastrop, TX 78602
970-286-1266**

**Christopher Gongaware
235 Woodlands Dr.
Bastrop, TX 78602
540-551-2724**

**Kristy Welsh
245 Woodlands Dr.
Bastrop, TX 78602
210-416-7546**

**Suzanne Gambino
132 Sawmill Court
Bastrop, TX 78602
512-650-0859**

**Nola Lynn
431 Woodlands Dr.
Bastrop, TX 78602**

**Kevin Lynn
431 Woodlands Dr.
Bastrop, TX 78602**

**D. Fields
105 George Kimble Cove
Bastrop, TX 78602**

Public Hearing Closed

A motion was made by Council Member Rogers to approve Resolution No. R-2021-65, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

Mayor Schroeder recessed the Council Meeting at 9:04 p.m.

Mayor Schroeder called the Council Meeting back to order at 9:09 p.m.

CITIZEN COMMENTS

SPEAKERS

**Jay Howard
Texas Disposal Systems
13301 View Ride Ct.
Dripping Springs, TX 78737**

APPROVAL OF MINUTES

12A. Consider action to approve City Council minutes from the June 22, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)

A motion was made by Mayor Pro Tem Nelson to approve City Council minutes from the June 22, 2021, Regular meeting, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

DISCUSSION ITEM

12B. Consider action to approve the second reading of Ordinance No. 2021-08 of the City Council of the City of Bastrop, Texas approving the 2021 Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2022 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunter's Crossing Local Government Corporation; and providing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

A motion was made by Council Member Jackson to approve the second reading of Ordinance No. 2021-08, seconded by Council Member Crouch, motion was approved on a 4-0-1 vote. Mayor Pro Tem Nelson recused himself.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

13B. Consider action to approve Resolution No. R-2021-68 of the City Council of the City of Bastrop, Texas, awarding a contract with Myers Concrete Construction in the amount of Five Hundred Ninety-Six Thousand Five Hundred Forty-Five Dollars and Seventy Cents (\$596,545.70) for the construction of the River Loop Sidewalk project, attached as Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola De Carvalho, Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)

Presentation was made by Fabiola de Carvalho, Director of Engineering and Capital Project Management.

A motion was made by Council Member Jackson to approve Resolution No. R-2021-68, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 13E. Consider action to approve Resolution No. R-2021-67 of the City Council of the City of Bastrop, Texas, approving an agreement for Emergency Communications Services between Bastrop County and the City of Bastrop, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Clint Nagy, Chief of Police)

Presentation was made by Clint Nagy, Chief of Police.

A motion was made by Council Member Peterson to approve Resolution No. R-2021-67, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

- 13F. Consider action to approve the first reading of Ordinance No. 2021-11 of the City Council of the City of Bastrop, Texas amending Chapter 9 – Personnel, Article 9.01, Section 9.01.001, of the Bastrop code of ordinances relating to the adoption of the Employee Handbook, making comprehensive revisions to that handbook; repealing conflicting ordinances and resolutions; including a severability cause, and establishing an effective date, and proper notice and meeting; and move to include on the July 27, 2021 City Council consent agenda for a second reading. (Submitted by: Tanya Cantrell, Human Resources Director)

Presentation was made by Tanya Cantrell, Human Resources Director.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2021-11 and include on the Items for Individual Consideration section, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 13G. Consider action to approve the first reading of Ordinance No. 2021-10 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the July 27, 2021 City Council consent agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)

Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Peterson to approve the first reading of Ordinance No. 2021-10, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 13H. Consider action to approve Resolution No. R-2021-69 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Carol Kysar to Place 4 on the Fairview Cemetery Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date. (Submitted by: Paul Hofmann, City Manager)

A motion was made by Council Member Peterson to approve Resolution No. R-2021-69, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

Adjourned at 9:55 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on July 27, 2021, by Council Member Name('s) motion, Council Member Name('s) second. The motion was approved on a 0-0 vote.



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 11B

TITLE:

Consider action to approve the second reading of Ordinance No. 2021-10 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2021 budget was approved by City Council on September 22, 2020. Since that approval, the City has approved two budget amendments, the first on December 8, 2021 with Ordinance 2020-33 and the second on May 25, 2021 with Ordinance 2021-05. There have been events since the FY2021 budget was approved that require an amendment.

The Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested.

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds. If transfers are required between departments, this must be approved by City Council.

The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

This item was approved on first reading on July 13, 2021.

FISCAL IMPACT:

Main Street budget and Hotel Occupancy Tax budget.

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2021-10 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2021-10
- Exhibit A
- All Funds Summary FY2021 – updated to reflect proposed amendments

ORDINANCE NO. 2021-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2021; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS THAT:

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2021, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2021.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 13th day of July 2021.

READ and ADOPTED on Second Reading on the 27th day of July 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Designated Fund

Budget Amendment #1:

FY 2021 Budget Book (Page 146)

| | |
|--|-------------------|
| Original Budget | \$ 481,000 |
| Public Education-Prog Waste (102-00-00-5643) | <u>\$ 20,000</u> |
| New Total Expenditures | \$ 501,000 |

The solid waste provider, Waste Connections (Progressive Waste) provides approximately \$10,000 annually to the city to be spent at the discretion of the City to support public education activity as it relates to solid waste and recycling. These funds have built up over the years. Now that the Main Street improvement project is complete, there is a request to use some of these funds to promote a recycling program on Main Street including the purchase of recycling containers. There are approximately \$52,000 available funds. This budget amendment appropriates an additional \$20,000 (over the \$10,000 already in the budget) to purchase the containers and launch a recycling campaign. This amendment would be utilizing available fund balance.

Hotel Occupancy Tax Fund

Budget Amendment #2:

FY 2021 Budget Book (Page 119)

| | |
|---|---------------------|
| Original Budget | \$ 2,533,212 |
| Main Street-Sponsored Events (501-00-00-4044) | <u>\$ 15,000</u> |
| New Total Revenue | \$ 2,548,212 |

FY 2021 Budget Book (Page 124)

| | |
|--|-------------------|
| Original Budget | \$ 272,610 |
| Downtown Beautification (501-85-80-5920) | <u>\$ 15,000</u> |
| New Total Expenditures | \$ 287,610 |

The Main Street Advisory Board approve a motion to purchase eight (8) additional benches to be placed on Main Street, using funds from the Heritage Bench Sponsorship Funds. These sponsorship funds were received into the Main Street Sponsored Event revenue. This program has raised over \$33,000. This amendment increases the revenue budget, recognizing the sponsorship funds received, and increases the expense account to be able to purchase the additional 8 benches. The board has requested that the additional sponsorship funds be restricted at your end (within the HOT funds balances) for future Main Street District beautification efforts undertaken by the Main Street Advisory Board.

ALL FUND SUMMARY FY 2020-2021

| | GENERAL FUND | DEBT SERVICE FUNDS | HOTEL TAX FUND | SPECIAL REVENUE FUNDS | WATER/WASTEWATER FUNDS | BP&L FUND | CAPITAL IMPROVEMENT FUNDS | INTERNAL SERVICE FUND | ECONOMIC DEVELOPMENT CORP | TOTAL ALL FUNDS |
|---|----------------------|---------------------|---------------------|-----------------------|------------------------|----------------------|---------------------------|-----------------------|---------------------------|----------------------|
| AUDITED BEGINNING FUND BALANCES | \$ 4,115,621 | \$ 258,520 | \$ 2,896,369 | \$ 2,687,452 | \$ 4,134,842 | \$ 3,915,646 | \$ 23,103,084 | \$ 2,829,396 | \$ 5,409,325 | \$ 49,350,255 |
| REVENUES: | | | | | | | | | | |
| AD VALOREM TAXES | 4,039,083 | 2,051,124 | | - | - | - | - | | | 6,090,207 |
| SALES TAXES | 5,554,104 | | | - | - | - | - | | 2,611,200 | 8,165,304 |
| FRANCHISE & OTHER TAXES | 486,000 | | 2,264,400 | 23,500 | - | - | - | | | 2,773,900 |
| LICENSES & PERMITS | 1,193,000 | | - | - | - | - | - | | | 1,193,000 |
| SERVICE FEES | 679,550 | | 196,500 | 2,173,709 | 6,545,900 | 7,110,050 | - | 435,876 | 177,370 | 17,318,955 |
| FINES & FORFEITURES | 335,200 | | | 12,800 | - | - | - | | | 348,000 |
| INTEREST | 30,000 | 20,000 | 25,000 | 24,850 | 25,600 | 30,000 | 109,293 | 16,000 | 35,000 | 315,743 |
| INTERGOVERNMENTAL | 283,551 | 249,802 | 62,312 | 731,851 | 14,265 | - | 150,000 | | 1,030,000 | 2,521,781 |
| OTHER | 40,000 | | - | 109,383 | 7,000 | 14,000 | 1,365 | 20,235 | 100,000 | 291,983 |
| TOTAL REVENUES | 12,640,488 | 2,320,926 | 2,548,212 | 3,076,093 | 6,592,765 | 7,154,050 | 260,658 | 472,111 | 3,953,570 | 39,018,873 |
| OTHER SOURCES | | | | | | | | | | |
| Other Financing Sources | - | | | | | | 1,000,000 | | | 1,000,000 |
| Interfund Transfers | 590,750 | 542,255 | - | - | 3,080,425 | - | 1,666,894 | 65,000 | | 5,945,324 |
| TOTAL REVENUE & OTHER SOURCES | 13,231,238 | 2,863,181 | 2,548,212 | 3,076,093 | 9,673,190 | 7,154,050 | 2,927,552 | 537,111 | 3,953,570 | 45,964,197 |
| TOTAL AVAILABLE RESOURCES | \$ 17,346,859 | \$ 3,121,701 | \$ 5,444,581 | \$ 5,763,545 | \$ 13,808,032 | \$ 11,069,696 | \$ 26,030,636 | \$ 3,366,507 | \$ 9,362,895 | \$ 95,314,452 |
| EXPENDITURES: | | | | | | | | | | |
| GENERAL GOVERNMENT | 5,237,364 | | | 15,000 | - | - | 356,788 | | | 5,609,152 |
| PUBLIC SAFETY | 4,719,607 | | | 50,000 | - | - | 15,032 | | | 4,784,639 |
| DEVELOPMENT SERVICES | 1,187,127 | | | - | - | - | - | | | 1,187,127 |
| COMMUNITY SERVICES | 1,832,035 | | - | 275,778 | - | - | - | | | 2,107,813 |
| UTILITIES | | | | 15,000 | 4,107,961 | 7,234,857 | - | | | 11,357,818 |
| DEBT SERVICE | | 2,997,157 | | - | 2,174,352 | 168,238 | 453,067 | | 447,012 | 6,239,826 |
| ECONOMIC DEVELOPMENT | 126,651 | | 2,135,757 | - | - | - | 319,055 | | 2,209,079 | 4,790,542 |
| CAPITAL OUTLAY | | | | 2,568,040 | 518,900 | 300,000 | 24,858,038 | 272,262 | 2,475,000 | 30,992,240 |
| TOTAL EXPENDITURES | 13,102,784 | 2,997,157 | 2,135,757 | 2,923,818 | 6,801,213 | 7,703,095 | 26,001,980 | 272,262 | 5,131,091 | 67,069,157 |
| OTHER USES | | | | | | | | | | |
| Interfund Transfers | 645,894 | - | 542,255 | 898,250 | 2,185,176 | 652,750 | 1,021,000 | - | - | 5,945,324 |
| TOTAL EXPENDITURE & OTHER USES | 13,748,678 | 2,997,157 | 2,678,012 | 3,822,068 | 8,986,389 | 8,355,845 | 27,022,980 | 272,262 | 5,131,091 | 73,014,481 |
| ENDING FUND BALANCES | \$ 3,598,181 | \$ 124,544 | \$ 2,766,569 | \$ 1,941,477 | \$ 4,821,643 | \$ 2,713,851 | \$ (992,344) | \$ 3,094,245 | \$ 4,231,804 | \$ 22,299,971 |



STAFF REPORT

MEETING DATE: July 27, 2021

GENDA ITEM: 11C

TITLE:

Consider action to approve Resolution No. R-2021-72 of the City Council of the City of Bastrop, Texas, designating the Bastrop County Tax Assessor to calculate and certify the Truth in Taxation Tax Rates.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

This required action came from the passing of Senate Bill 2 and went into effect January 1, 2021. Tax Code Section 26.04(c) states that the governing body of the taxing unit must designate either the County Tax Assessor or an Officer/Employee that is a Property Tax Professional (Occupations Code 1151.151).

Since the city does not employ someone with this certification, this resolution designates this responsibility to the Bastrop County Tax Assessor (TAC).

The Chief Financial Officer will still be able to calculate preliminary rates for proposed budgeting purposes, but the final published rates will be certified by the Bastrop County TAC.

ATTACHMENTS:

- Resolution R-2021-72

RESOLUTION NO. R-2021-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS DESIGNATING THE BASTROP COUNTY TAX ASSESSOR COLLECTOR TO CALCULATE AND CERTIFY THE TRUTH IN TAXATION (T-n-T) TAX RATES; PROVIDING FOR A REALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop is required by Tax Code Section 26.04 (c) and 26.04 (d-2) to designate either the County Tax Assessor or an Officer/Employee that is a Property Tax professional registered with Texas Department of Licensing and Regulation (TDLR) to calculate and certify the Truth in Taxation (T-n-T) Tax Rates; and

WHEREAS, the same Tax Code states the tax rates may not be submitted to the governing body until all forms have been certified by a property tax professional (Occupation Code 1151.151 (3)(4)(5); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: The City Council designates the Bastrop County Tax Assessor to calculate and certify the Truth in Taxation Tax for the City of Bastrop.

Section 2: Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

Section 3: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 27th day of July 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 12A

TITLE:

Consider action to approve the second reading of Ordinance No. 2021-11 of the City Council of the City of Bastrop, Texas amending Chapter 9 – Personnel, Article 9.01, Section 9.01.001, of the Bastrop code of ordinances relating to the adoption of the Employee Handbook, making comprehensive revisions to that handbook; repealing conflicting ordinances and resolutions; including a severability clause, and establishing an effective date, and proper notice and meeting.

AGENDA ITEM SUBMITTED BY:

Tanya Cantrell, Human Resources Director

BACKGROUND/HISTORY:

In 2005, the Council adopted a new Personnel Policies Manual by ordinance. Since then, there have been updates to specific chapters as applicable, for example in 2017 (Catastrophic Leave Policy), 2018 (Emergency Duty Pay, On-Call & Call Back Compensation), etc. In 2020, Management and department directors conducted a comprehensive review of the Personnel Policies Manual and provided their recommendations to Human Resources. One of those recommendations was to change the name from Personnel Policies Manual to Employee Handbook. City Manager, Paul A. Hofmann and City Attorney, Cristian Rosas-Grillet have also completed an extensive review of the Employee Handbook.

FUNDING SOURCE: N/A

UPDATES TO THE EMPLOYEE HANDBOOK

- Chapter 1: Personnel Administration
- Chapter 2: Recruitment and Selection
- Chapter 3: Equal Employment Opportunity
- Chapter 5: Employee Introductory Period
- Chapter 6: Job Classification and Compensation
- Chapter 7: Performance Evaluations
- Chapter 8: Attendance and Leave Benefits
- Chapter 9: Employee Conduct and Work Rules
- Chapter 10: Discipline, Appeals, and Grievances
- Chapter 12: Personnel Records
- Chapter 13: Employee Benefits
- Chapter 14: Travel Policy
- Chapter 15: City Property, Vehicle & Equipment Use
- Chapter 16: Electronic Communications and Systems Access Use
- Chapter 17: Alcohol/Drug Abuse
- Chapter 18: Miscellaneous Provisions

RECOMMENDATION:

Tanya Cantrell, Human Resources Director, recommends approval of the second reading of Ordinance No. 2021-11 of the City Council of the City of Bastrop, Texas, amending Chapter 9 – Personnel, Article 9.01, Section 9.01.001, of the Bastrop code of ordinances relating to the adoption of the Employee Handbook, making comprehensive revisions to that handbook; repealing conflicting ordinances and resolutions; including a severability clause, and establishing an effective date, and proper notice and meeting.

ATTACHMENTS:

Ordinance No. 2021-11
Revised Employee Handbook



ORDINANCE NO. 2021-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 9 – PERSONNEL, ARTICLE 9.01, SECTION 9.01.001, OF THE BASTROP CODE OF ORDINANCES RELATING TO THE ADOPTION OF THE EMPLOYEE HANDBOOK, MAKING COMPREHENSIVE REVISIONS TO THAT HANDBOOK; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas (“City”) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Manager recommended to the City Council of the City of Bastrop, Texas, that extensive revisions are necessary to the City Employee Handbook which is the official policy with regard to personnel administration; and

WHEREAS, the City Council of the City of Bastrop, Texas finds that it is in the public interest to make the changes in the City’s Employee Handbook.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION

The existing Personnel Policies Manual dated May 2005, with amendments, adopted in accordance with Chapter 9, Article 9.01, Section 9.01.001 of the Code of Ordinances of the City of Bastrop is hereby repealed in its entirety.

The City hereby adopts a new Employee Handbook, with amendments as may be subsequently approved by the City Council, in accordance with Chapter 9, Article 9.01, Section 9-01.001, which new Employee Handbook is attached hereto as *Exhibit “A”*, and which exhibit is incorporated herein by reference as if set forth in full.

SECTION 3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid,

that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 6. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & APPROVED on First Reading on this the 13th day of July 2021.

READ & ADOPTED on the Second Reading on this the 27th day of July 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Bastrop Code of Ordinances

Chapter 9: PERSONNEL

Article 9.01: GENERAL PROVISIONS



BASTROPTX
Heart of the Lost Pines
Est. 1832

EMPLOYEE HANDBOOK

October 2021



INTRODUCTION

The City of Bastrop (hereafter referred to as “City”) welcomes you to our family of employees. Our goal is to make your first days on the job as pleasant and comfortable as possible and to answer as many of your questions as possible. We know you have many questions about what will be expected of you on the job, your paychecks, City policies, procedures, guidelines, and the various benefits that are available to you.

All employees are employment-at-will, and the provisions of this Handbook do not alter the at-will employment relationship or constitute an employment agreement, a contract, or a guarantee of continued employment. This City of Bastrop Employee Handbook (hereafter referred to as “Handbook”) provides the policies, procedures, rules, regulations, and other administrative provisions for human resources management (hereafter called “policies”) that have been established for the information and guidance of the City’s employees and have been approved by the City Manager. The City Council may change or amend these policies within statutory and City of Bastrop Home Rule Charter (hereafter called “City Charter”) limitations to the extent necessary to promote the interest of the City more effectively and efficiently.

This Handbook will provide you with consistent guidance and information as well as answer many of your questions regarding your employment with the City. You will find that this Handbook is flexible enough to address specific questions and situations that you may encounter during your employment. Most of the policies are easy to read and understand. This Handbook is not intended to give specific guidelines for every conceivable personnel action. These guidelines are sufficiently broad to provide the latitude of discretion that may be needed in individual situations. However, this degree of discretion shall not be permitted to violate the spirit and intent of the policy. The provisions contained in this Handbook apply to all employees. It is your responsibility to carefully read and become familiar with the Handbook and keep it available for future reference. It is also your responsibility to ask questions if you would like clarification or have questions regarding the Handbook or any of the policies. The more you know about our City the easier it will be for you to understand the part that you play in the overall picture of what it takes to make this City operate and provide excellent customer service to our Citizens.





CITY OF BASTROP, TEXAS EMPLOYEE HANDBOOK

TABLE OF CONTENTS

INTRODUCTIONiii

CHAPTER 1: POLICIES 1

SECTION 1: CITY OF BASTROP MISSION1

SECTION 2: CITY GOVERNMENT TODAY1

SECTION 3: COUNCIL MEETINGS1

SECTION 4: OBJECTIVES OF POLICIES1

SECTION 5: APPLICATION OF POLICIES2

SECTION 6: NON-DISCRIMINATION2

SECTION 7: DISSEMINATION and FAMILIARITY OF POLICIES 2

SECTION 8: AMENDMENT OF POLICIES2

SECTION 9: PERSONNEL ADMINISTRATION.....3

SECTION 10: EMPLOYMENT AT-WILL / POLICIES NOT A CONTRACT3

CHAPTER 2: RECRUITMENT and SELECTION 5

SECTION 1: INTRODUCTION5

SECTION 2: RECRUITMENT REQUIREMENTS..... 5

SECTION 3: APPLICATIONS5

SECTION 4: HIRING PROCESS6

SECTION 5: DISQUALIFICATION6

SECTION 6: AGE REQUIREMENTS7

SECTION 7: NEPOTISM7

SECTION 8: RESIDENCY REQUIREMENTS.....8

SECTION 9: EMPLOYEE ONBOARDING9

CHAPTER 3: EQUAL EMPLOYMENT OPPORTUNITY / AMERICANS WITH DISABILITIES ACT11

SECTION 1: INTRODUCTION 11

SECTION 2: EQUAL EMPLOYMENT OPPORTUNITIES..... 11

SECTION 3: AMERICANS WITH DISABILITIES ACT (ADA) and AMERICANS WITH DISABILITIES ACT AS AMENDED (ADAAA) 11

CHAPTER 4: PROMOTIONS, TRANSFERS and DEMOTIONS 13

SECTION 1: PROMOTIONS 13

SECTION 2: TEMPORARY PROMOTION 13

SECTION 3: TRANSFERS 13

SECTION 4: DEMOTIONS14

CHAPTER 5: EMPLOYEE INTRODUCTORY PERIOD 15

SECTION 1: INTRODUCTORY PERIOD 15

| | |
|--|-----------|
| SECTION 2: SEASONAL / TEMPORARY EMPLOYEES..... | 15 |
| SECTION 3: CHANGE IN ASSIGNMENT OF EMPLOYEE SERVING IN INITIAL INTRODUCTORY PERIOD..... | 15 |
| SECTION 4: ABSENCES DURING INTRODUCTORY PERIOD..... | 15 |
| SECTION 5: INTRODUCTORY PERIOD PERFORMANCE EVALUATIONS..... | 16 |
| SECTION 6: EXTENSIONS TO INTRODUCTORY PERIOD..... | 16 |
| SECTION 7: SUCCESSFUL COMPLETION OF INITIAL INTRODUCTORY PERIOD / REGULAR STATUS GRANTED | 16 |
| SECTION 8: FAILURE OF THE INTRODUCTORY PERIOD..... | 16 |
| SECTION 9: TERMINATION OF EMPLOYEES SERVING IN THE INTRODUCTORY PERIOD | 17 |
| CHAPTER 6: JOB CLASSIFICATION PLAN and COMPENSATION | 19 |
| SECTION 1: JOB CLASSIFICATION PLAN..... | 19 |
| SECTION 2: JOB DESCRIPTION..... | 19 |
| SECTION 3: SALARY and WAGE PLAN..... | 20 |
| SECTION 4: EMPLOYEE PAY SCHEDULE | 20 |
| SECTION 5: DIRECT DEPOSIT | 20 |
| SECTION 6: FIRST PAYCHECK | 20 |
| SECTION 7: FINAL PAYCHECKS..... | 21 |
| SECTION 8: NO CHECK ADVANCES / NO LOANS..... | 21 |
| SECTION 9: ON-CALL and CALL BACK (Non-Exempt Employees)..... | 21 |
| SECTION 10: OVERTIME..... | 22 |
| SECTION 11: FLEX-TIME WORK SCHEDULE | 23 |
| SECTION 12: EXEMPT EMPLOYEES..... | 24 |
| SECTION 13: SALARY STEP INCREASES..... | 24 |
| SECTION 14: LONGEVITY | 24 |
| SECTION 15: TERMINATION PAY | 25 |
| CHAPTER 7: PERFORMANCE EVALUATIONS..... | 27 |
| SECTION 1: EMPLOYEE PERFORMANCE EVALUATIONS..... | 27 |
| SECTION 2: INTRODUCTORY PERIOD EMPLOYEE PERFORMANCE EVALUATIONS | 28 |
| CHAPTER 8: ATTENDANCE and LEAVE BENEFITS | 29 |
| SECTION 1: WORK HOURS..... | 29 |
| SECTION 2: HOLIDAYS | 30 |
| SECTION 3: VACATION LEAVE..... | 32 |
| SECTION 4: SICK LEAVE..... | 36 |
| SECTION 5: CATASTROPHIC LEAVE PROGRAM..... | 40 |
| SECTION 6: BEREAVEMENT LEAVE | 42 |
| SECTION 7: MILITARY LEAVE | 43 |
| SECTION 8: INCLEMENT WEATHER / EMERGENCY CLOSING | 46 |
| SECTION 9: VOTING LEAVE..... | 46 |
| SECTION 10: JURY SERVICE | 46 |
| SECTION 11: ADMINISTRATIVE LEAVE | 47 |

| | |
|--|-----------|
| SECTION 12: LEAVE WITHOUT PAY | 47 |
| SECTION 13: ABSENCE WITHOUT LEAVE | 48 |
| SECTION 14: TEMPORARY DISABILITY | 48 |
| SECTION 15: WORKERS COMPENSATION | 48 |
| SECTION 16: FAMILY and MEDICAL LEAVE ACT (FMLA) | 50 |
| SECTION 17: MODIFIED WORK DUTY PROGRAM | 57 |
| CHAPTER 9: EMPLOYEE CONDUCT and WORK RULES | 61 |
| SECTION 1: INTRODUCTION | 61 |
| SECTION 2: WORK STANDARDS..... | 61 |
| SECTION 3: POLITICAL ACTIVITIES | 61 |
| SECTION 4: SOLICITATIONS and ACCEPTANCE OF GIFTS PROHIBITED | 62 |
| SECTION 5: OUTSIDE EMPLOYMENT..... | 63 |
| SECTION 6: SEXUAL and OTHER UNLAWFUL HARASSMENT POLICY | 63 |
| CHAPTER 10: DISCIPLINE, APPEALS, and GRIEVANCES | 69 |
| SECTION 1: POLICY | 69 |
| SECTION 2: GROUNDS FOR DISCIPLINARY ACTION..... | 70 |
| SECTION 3: TYPES OF DISCIPLINARY ACTION | 72 |
| SECTION 4: VERBAL REPRIMAND | 72 |
| SECTION 5: WRITTEN REPRIMAND | 73 |
| SECTION 6: SUSPENSION | 73 |
| SECTION 7: ADMINISTRATIVE LEAVE | 74 |
| SECTION 8: DISCIPLINARY DEMOTION / PAY REDUCTION / DISMISSAL | 74 |
| SECTION 9: APPEALS OF DISCIPLINARY ACTION | 74 |
| SECTION 10: GRIEVANCE PROCEDURES | 75 |
| CHAPTER 11: NON-DISCIPLINARY SEPARATIONS | 77 |
| SECTION 1: RESIGNATION | 77 |
| SECTION 2: RETIREMENT | 77 |
| SECTION 3: DISMISSAL / TERMINATION | 77 |
| SECTION 4: JOB ABANDONMENT..... | 78 |
| SECTION 5: LONG-TERM ABSENCE | 78 |
| SECTION 6: DISABILITY OR INCAPACITY | 78 |
| SECTION 7: REDUCTIONS IN FORCE / REORGANIZATION | 78 |
| SECTION 8: DEATH | 79 |
| SECTION 9: EXIT INTERVIEWS and RECORDS | 79 |
| CHAPTER 12: PERSONNEL RECORDS | 81 |
| SECTION 1: PERSONNEL FILES and RECORDS..... | 81 |
| SECTION 2: STATUS CHANGES OR NEW HIRES | 81 |
| SECTION 3: PERSONNEL REPORTS..... | 81 |
| SECTION 4: PERSONNEL ACTION FORM..... | 81 |

| | |
|---|------------|
| SECTION 5: CONTENTS OF PERSONNEL FILES | 82 |
| SECTION 6: LEAVE RECORDS..... | 82 |
| SECTION 7: CONFIDENTIALITY OF MEDICAL INFORMATION | 82 |
| CHAPTER 13: EMPLOYEE BENEFITS..... | 85 |
| SECTION 1: MEDICAL INSURANCE / DENTAL INSURANCE | 85 |
| SECTION 2: LIFE INSURANCE and LONG-TERM DISABILITY INSURANCE | 86 |
| SECTION 3: WORKER'S COMPENSATION INSURANCE / INJURY WAGE CONTINUATION BENEFITS | 86 |
| SECTION 4: GROUP HEALTH CONTINUATION COVERAGE (COBRA) | 90 |
| SECTION 5: SOCIAL SECURITY / MEDICARE..... | 90 |
| SECTION 6: UNEMPLOYMENT INSURANCE | 90 |
| SECTION 7: RETIREMENT and IN-SERVICE DEATH BENEFITS | 90 |
| SECTION 8: TERMINAL ILLNESS BENEFIT | 91 |
| CHAPTER 14: TRAVEL POLICY..... | 93 |
| SECTION 1: APPLICABILITY OF TRAVEL POLICY | 93 |
| SECTION 2: AUTHORIZATION REQUIRED..... | 93 |
| SECTION 3: REQUESTS FOR TRAVEL..... | 93 |
| SECTION 4: TRAVEL ADVANCES / RETURN OF UNEXPENDED FUNDS / REPORTS..... | 93 |
| SECTION 5: PERSONAL CREDIT CARDS..... | 94 |
| SECTION 6: TRANSPORTATION | 94 |
| SECTION 7: LODGING..... | 95 |
| SECTION 8: MEALS..... | 95 |
| CHAPTER 15: CITY PROPERTY, VEHICLES and EQUIPMENT USE | 99 |
| SECTION 1: GENERAL POLICY | 99 |
| SECTION 2: APPLICABILITY and VIOLATION OF POLICY | 99 |
| SECTION 3: USE OF CITY OWNED TOOLS, EQUIPMENT, PROPERTY and VEHICLES..... | 99 |
| SECTION 4: PERSONAL USE PROHIBITED | 99 |
| SECTION 5: TOBACCO USE PROHIBITED | 99 |
| SECTION 6: OPERATION and RIDERSHIP | 100 |
| SECTION 7: USE OF CITY VEHICLES..... | 100 |
| SECTION 8: SAFETY, MAINTENANCE, and CARE | 100 |
| SECTION 9: SAFETY and FITNESS OF OPERATOR..... | 101 |
| SECTION 10: VEHICLE LOGS | 101 |
| SECTION 11: VALID DRIVER LICENSE..... | 101 |
| SECTION 12: ACCIDENT REPORTING | 102 |
| SECTION 13: TAKE HOME VEHICLES POLICY | 102 |
| SECTION 14: PERSONAL PROPERTY | 103 |
| CHAPTER 16: ELECTRONIC COMMUNICATIONS and SYSTEMS ACCESS USE / SOCIAL MEDIA / TELEPHONES / NEWS RELEASES | 105 |
| SECTION 1: ELECTRONIC COMMUNICATIONS and SYSTEMS ACCESS USE..... | 105 |

SECTION 2: SOCIAL MEDIA 108

SECTION 3: RECORDS RETENTION.....112

SECTION 4: CELL PHONE USE IN THE WORKPLACE.....112

SECTION 5: PUBLIC INFORMATION ACT113

SECTION 6: PRESS RELEASES113

CHAPTER 17: ALCHOL / DRUG ABUSE 115

SECTION 1: ALCOHOL / DRUG ABUSE POLICY115

SECTION 2: DRUG and ALCOHOL POLICY FOR DOT EMPLOYEES119

CHAPTER 18: MISCELLANEOUS PROVISIONS129

SECTION 1: PROPERTY CONTROL129

SECTION 2: CITY PURCHASE ORDER SYSTEM129

SECTION 3: EMPLOYEE SAFETY129

SECTION 4: BREAKS129

SECTION 5: TELEPHONE USAGE / CONTACT131

SECTION 6: USE OF CITY EQUIPMENT and FACILITIES.....131

SECTION 7: PROFESSIONAL MEMBERSHIPS and SUBSCRIPTIONS.....131

SECTION 8: TOBACCO USE131

SECTION 9: HEALTH / MEDICAL EXAMINATIONS / FITNESS FOR DUTY131

SECTION 10: DRESS, APPEARANCE and UNIFORMS.....133

SECTION 11: SEARCHES.....134

SECTION 12: WEAPONS CONTROL and VIOLENCE PREVENTION POLICY135

SECTION 13: UNAUTHORIZED OR IMPROPER USE OF OFFICIAL BADGE OR UNIFORM.....136

SECTION 14: ARRESTS, CONFINEMENTS, and INDICTMENTS136

CHAPTER 1: POLICIES

SECTION 1: CITY OF BASTROP MISSION

The Mission of the City of Bastrop is to continuously strive to provide innovative and proactive services that enhance our authentic way of life to achieve our vision.

SECTION 2: CITY GOVERNMENT TODAY

The City of Bastrop is a home-rule city and operates under a Council-Manager form of government. The chief administrative officer is the City Manager. The City Council is the community's legislative body and is composed of the Mayor and five elected Council members. The Mayor and each Council Member serve a term of three (3) years and are limited to two (2) consecutive terms. The Mayor does not vote, except to break a tie, and also has no veto power. The City Manager attends all Council meetings and provides advice on matters before Council but has no vote on actions. The City Manager is responsible to the City Council for the administration of all City affairs assigned to the City Manager by the City Charter, ordinance, or directive. In addition, the City Manager is charged with monitoring and directing the daily operations of the City and staff.

SECTION 3: COUNCIL MEETINGS

Council meetings are held on the second and fourth Tuesday of the month at 6:30 p.m. in the Council Chambers at City Hall. These meetings are open to the public, and you are cordially invited to attend at any time. However, if you have questions or comments concerning your job, fellow employees, or any action or conduct which might relate to your job, you are asked to bring such questions and comments to your supervisor or Department Director through proper channels.

SECTION 4: OBJECTIVES OF POLICIES

This Handbook has been prepared for the purpose of providing information and setting guidelines. Consistent and fair application of policy is essential to any efficient organization. The purpose of this Handbook is to provide a foundational set of guidelines for managers, supervisors, and employees. No written handbook will provide 100% resolution to every scenario. However, a well-written policy provides the framework that outlines the City's standards for a wide array of personnel issues. In no way does this Handbook establish a contract between the City of Bastrop and its employees. Employment by the City is at-will and may be ended by the City or the employee at any time for any reason.

Statements of specific grounds for termination outlined in this Handbook or any other City documents are examples only, are not all-inclusive lists, and are not intended to restrict the City's right to terminate at-will. The stated grounds and procedures for disciplinary action and termination provide opportunities, not rights, to employees to ensure that disciplinary action or involuntary separation from employment is done fairly and evenly and to minimize the possibility of incorrect decisions. They exist for the benefit of the City as an organization, not as rights conferred to employees.

SECTION 5: APPLICATION OF POLICIES

The Handbook shall apply to all City employees unless superseded by the state and federal constitutions, state, and federal legislation and/or regulations, City Charter, and City of Bastrop Code of Ordinances, or provided that the provisions may be varied in the case of an employee with a written employment agreement provided by the City Council. All City employees are charged with being familiar with and abiding by the provisions of this Handbook. Failure to comply with these policies may be cause for appropriate corrective action up to and including termination.

The City reserves the right to interpret, change, suspend, or cancel, with or without notice, all or any part of these policies, or procedures contained herein.

SECTION 6: NON-DISCRIMINATION

The provisions of this Handbook will be applied equally to all employees, applicants, contractors hired by the City, volunteers, and any other personnel category without regard to race, national origin, religion, color, gender, age, sexual orientation, transgender status, citizenship, political affiliation, disability, genetic information, pregnancy, veteran's status, or any other characteristic protected by law.

In addition, the City of Bastrop will comply with all applicable State of Texas laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, demotion, discipline, termination, layoff, recall, transfer, leave of absence, compensation, and training.

SECTION 7: DISSEMINATION and FAMILIARITY OF POLICIES

All City employees shall be informed of the existence of this Handbook at or near the time of employment with the City and each Department Director shall keep a copy available for reference by their employees. This Handbook, which outlines the general personnel policies of the City, shall be furnished to all employees for their personal use and reference. The Human Resources Department shall require that all employees sign a statement affirming that they have been furnished a copy of this Handbook outlining these policies. It shall be the employee's responsibility to become thoroughly familiar with such policies.

SECTION 8: AMENDMENT OF POLICIES

These policies may be changed upon approval by the City Council, except as otherwise specified in the City Charter or by State law. Changes in these policies will be distributed immediately to each department and will be periodically incorporated into the Handbook. Each employee shall be provided a copy of the Handbook and all amendments. This policy will be reviewed annually. The City Manager may appoint a committee to review and make recommendations for amendments. Amendments to the policies shall require City Council approval.

Suggestions for proposed amendments to this Handbook are welcomed at any time from any employee. The suggestions must be submitted in writing to the City Manager or Human Resources Department for consideration.

SECTION 9: PERSONNEL ADMINISTRATION

General and final authority for personnel administration rest with the City Manager, except for matters reserved to the City Council by state law or the City Charter. Authority may be delegated to appropriate staff members to act on the City Manager's behalf in the administration of this Handbook; however, the final authority on personnel decisions shall be reserved to the City Manager. Operational changes to any policy, practice, or process will require approval by the City Manager. The City Manager shall administer and interpret personnel policies and procedures as they apply to all departments and employees and shall also delegate day-to-day personnel management of departments to the Department Directors.

Each Department Director is responsible within the scope of the Department Director's authority for enforcing the provisions of these rules and related policies and procedures regarding matters involving their department. Department Directors may prepare and enforce supplemental personnel policies not inconsistent with these policies for the administration of personnel matters within their department, subject to the recommendation by the Human Resources Director and approval of the City Manager and, when appropriate, coordination with the Mayor and City Council.

No City of Bastrop supervisor is authorized to modify this Handbook for any employee or to enter into any employment agreement, oral or written, with an employee.

SECTION 10: EMPLOYMENT AT-WILL / POLICIES NOT A CONTRACT

Employment with the City is for no fixed or definite term. This Handbook does not constitute a contract of employment. All employment by the City has been and continues to be at-will, except for those positions that may have a written contract approved by the City Council. That means that both the employee and/or the City have the right to terminate employment at any time, with or without notice, and with or without cause. Nothing in this Handbook is intended to nor shall be inferred to alter the continuing at-will status of employment with the City. Nothing contained in a City Ordinance or Resolution constitutes a contract of employment, and the City has the right to change the content of City Ordinances or Resolutions related to employment matters at any time, with or without notice, and with or without cause. The City intends that this Handbook be used as an outline of the basic personnel policies, practices, and procedures of the City.



CHAPTER 2: RECRUITMENT and SELECTION

SECTION 1: INTRODUCTION

The City hires employees based on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, national origin, religion, color, gender, age, sexual orientation, citizenship, political affiliation, disability, genetic information, pregnancy, veteran's status, or any other characteristic protected by law.

It is the desire and intent of management to provide promotional opportunities for employees of the City by offering assistance to interested employees in developing career plans and making applicable training and educational opportunities available.

SECTION 2: RECRUITMENT REQUIREMENTS

The recruitment process is initiated by a Department Director or Supervisor submitting a request to fill a vacancy of a budgeted position to the Director of Human Resources.

After deciding to hire, the hiring department must submit the appropriate documentation to Human Resources. Offers for employment with the City will be communicated by the Director of Human Resources upon receipt of the hiring recommendation and all related documentation.

The recruitment method for director-level positions may be determined by the City Manager on a case-by-case basis.

SECTION 3: APPLICATIONS

When a vacancy occurs, the Human Resources Department shall publicly announce the vacancy by the appropriate means. Each announcement of a job vacancy shall contain a statement affirming City commitment to a policy of Equal Employment Opportunity.

Anyone seeking employment or re-employment with the City must complete and submit an official City application utilizing the means prescribed by the City Manager, which may include the government sector job board, Governmentjobs.com. Only applications officially received in the prescribed manner shall be considered. Applications are only accepted for positions that are officially open and posted on the City's job portal. Applications will normally be considered active until the vacancy is filled. Applications must be received prior to the job posting being closed and the position filled to be considered. The City may conduct criminal background checks on any applicant before employment. Applications received shall be kept on for a period of two (2) years.

Current City employees seeking to promote or transfer to another position must submit a letter of interest to the Human Resources Department.

SECTION 4: HIRING PROCESS

Job applicants shall be evaluated for fulfillment with the applicable qualifications of each job's requirements to identify the most suitable and qualified applicant. Reference checks, interviews, fitness for duty tests, background checks, verification of citizenship or employment eligibility, performance tests, written tests, driver's license checks, professional license verification, and/or other documentation and screening procedures may be requested and used as deemed appropriate. Failure to provide all necessary documentation and information in a timely manner shall result in denial of application, without recourse.

Applicants for employment shall be required to undergo an oral interview and may be required to submit to a post-offer drug and alcohol screening, physical examination, pre-employment testing, and investigation. The City will conduct criminal background checks on any applicant being considered for employment.

Except for appointments made by the City Council pursuant to the provisions of the City Charter, the referral of applicants to Department Directors for potential employment with the City shall be in accordance with procedures stated in this policy.

According to the City Charter, the City Manager is responsible for selection of all City employees. The City Manager will be involved in selection of all City employees in the manner the City Manager determines to be the most effective and efficient for each vacancy at the time a vacancy occurs. The City Manager will actively participate in all prospective employee interviews and final selections unless the City Manager has authorized an alternate method of selection in writing prior to the recruitment process for a specific vacancy. Determination as to the City Manager's involvement in the recruitment and selection process will be decided on a case-by-case basis as each vacancy for any City position occurs.

All applicants should be made aware that no offer of employment with the City will be final until the offer is approved by the City Manager.

SECTION 5: DISQUALIFICATION

Applicants will be disqualified from consideration for employment for any one or more of the following:

- Failure to meet the minimum qualifications necessary for performance of the duties for the position;
- If the applicant was previously employed by the City and was involuntarily terminated, or resigned in lieu of termination;
- If employment will result in a violation of the City's Nepotism Policy (refer to Chapter 2, Section 6);
- Failure to meet minimum age requirement of 18 (refer to Chapter 2, Section 5);
- False statements or material omissions on the application or during the application process;
- Failing any of the City's background and employment requirements including, but not limited to, drug and alcohol testing;
- Commits or attempts to commit a fraudulent act at any stage of the selection process;
- Not legally permitted to work in the United States;
- Unable to perform the essential functions of the job applied for with or without a reasonable accommodation; or

- Any other reason deemed to be in the best interests of the City or prescribed by departmental rules, orders, and directives.

SECTION 6: AGE REQUIREMENTS

Persons under the age of eighteen (18) will not be employed in any full-time regular position. It is the City's policy not to discriminate against any person in employment because of age. Other age limitations will be applied to employment with the City only in accordance with State or Federal laws applicable to the City.

SECTION 7: NEPOTISM

In order to prevent conflicts of interest, to avoid accusations and/or perceptions of favoritism and biases, and to maintain the confidentiality of restricted information, it is the policy of the City that:

A. Applicants

An applicant related to the City Manager or any member of the City Council by blood or marriage according to common law shall not be employed by the City. This prohibition shall not apply, however, to any person who shall have been employed by the City prior to and at the time of the election of the member of the Council, or appointment of the City Manager, so related to the person, in accordance with state law.

Under no circumstances will an applicant be employed in a department in which the employee may directly or indirectly supervise or be supervised by a member of the employee's immediate family. Immediate family includes spouse, parents, children, brother, or sister.

B. Promotion

In the event of a proposed promotion of a current employee to a position where the employee would be required to directly or indirectly supervise or be supervised by a member of the employee's immediate family (see definition above), the employed family member of the employee considered for promotion must agree to immediately tender written, conditional resignation before the candidate will be formally considered for the proposed promotion. If the candidate is selected for and chooses to accept the promotion, the conditional resignation becomes final.

C. Reorganization

In the event of a reorganization, or any other situation (other than a promotion) giving rise to a relationship prohibited by this section of the policy, the lower ranking employee will be required to immediately resign employment. If both employees are of an equal job class, one of them will be required to immediately resign employment. In the event the employees do not decide which will resign, the employee with the least seniority will be deemed to have resigned. Normally, any such resignation will not be effective until after the engagement, reorganization, etc., occurs.

D. Other Restrictions

The following restrictions apply to the employment of any relative of a current employee, including those defined as immediate family members under this policy:

- 1) No employee in the relationship will supervise, review, or process the work of the other;
- 2) The employees' relationship must not create a conflict between employees / City interests; and
- 3) There must be no interdependence or relationship between the jobs of the individuals concerned which could be potentially detrimental to the interests of the City.

Related employees will not normally be permitted to work in the same department with each other without prior written authorization from the City Manager (or designee). In addition, written authorization must also be obtained from the City Manager (or designee) to employ any relative of a current City employee.

E. Marriage of Current Employees

In the event of a marriage between two City employees, a promotion, reorganization, or any other situation giving rise to a relationship prohibited by Subsection B of this policy, one or both of the employees must immediately seek a transfer to another available position within the City for which the employee is qualified and that meets the requirements of Subsection B of this policy. If a suitable transfer cannot be made within ninety (90) days of the event giving rise to a relationship prohibited by this policy, one or both of the employees will be required to resign from employment.

F. Periodic Review

Periodically, the City Manager (or designee) will review the job descriptions and interrelationship between the affected jobs and determine whether they are in compliance with this policy. If one or more of these requirements are not met, one or both of the affected employees must immediately seek a transfer to another available position within the City for which the employee is qualified and that meets the requirements of this policy. If a suitable transfer cannot be made within ninety (90) days, one or both of the affected employees will be required to resign from employment.

G. Application of Policy

This policy applies to all full-time, part-time, temporary, and seasonal employees of the City.

SECTION 8: RESIDENCY REQUIREMENTS

There shall be no absolute residency requirements for City employment except as may be provided or allowed by law and/or City Charter. Employees who are likely to be called to work in cases of emergency and are allowed to operate City vehicles between their place of residence and work, may be required to reside within reasonable commuting ranges of their places of work. For these purposes, a reasonable commuting distance shall be within approximately fifteen (15) minutes of the City. In appropriate circumstances, the City Manager may grant exception to this requirement.

SECTION 9: EMPLOYEE ONBOARDING

Upon completion of the selection process, all applicants selected for employment shall be provided with an employee onboarding to introduce them with working for the City, the nature of the job, benefits, and obligations and responsibilities of the position. In addition, the Human Resources Department will obtain information from the employee that is required for insurance programs, etc., such as date of birth, which is not generally provided during the application process for employment. During the onboarding period, the employee will also be furnished a copy of this Handbook for their personal use and reference, and the employee shall acknowledge their receipt by signature.



CHAPTER 3: EQUAL EMPLOYMENT OPPORTUNITY / AMERICANS WITH DISABILITIES ACT

SECTION 1: INTRODUCTION

The City of Bastrop is an equal opportunity employer under the Civil Rights Act of 1964 as amended. Applicants are considered for positions, and employees are treated during employment without regard to age, race, national origin, religion, color, gender, age, sexual orientation, citizenship, political affiliation, disability, genetic information, pregnancy, veteran's status, or any other characteristic protected by law. The City protects and upholds this employee right, both as matters of the law and policy.

SECTION 2: EQUAL EMPLOYMENT OPPORTUNITIES

The City of Bastrop provides Equal Employment Opportunities (EEO) to all employees and applicants for employment in accordance with applicable federal laws. In addition, the City complies with applicable state and local laws governing nondiscrimination. This commitment applies to all terms and conditions of employment, including, but not limited to:

- A. Recruitment, advertising, and job applicant procedures.
- B. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring.
- C. Rates of pay or any other forms of compensation and changes in compensation.
- D. Job assignment, job classifications, organizational structures, job descriptions, lines of progression, and seniority lists.
- E. Leave of absence, sick leave, or any other leave.
- F. Fringe benefits available by virtue of employment, whether or not administered by the City of Bastrop.
- G. Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities and selection for leaves of absence to pursue training.
- H. Activities sponsored by the City including social and recreational programs.

All policies in this Handbook will be followed in a manner that will result in employees and applicants being treated fairly. Further, the City Manager and City Council expect all Department Directors and supervisors to understand the policies, and to be aware that they will be held accountable for proper administration of these policies.

The Age Discrimination in Employment Act applies to all Texas cities, regardless of their size.

SECTION 3: AMERICANS WITH DISABILITIES ACT (ADA) and AMERICANS WITH DISABILITIES ACT AS AMENDED (ADAAA)

To ensure compliance with the Americans with Disabilities Act (ADA) and Americans with Disabilities Act as Amended (ADAAA), the City offers equal employment opportunities to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.

The City will provide reasonable accommodation to the known physical (including the effects of a pregnancy or childbirth) or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City.

Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written application on a form provided by the Human Resources Department.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact their immediate Supervisor, the Human Resources Department, or the City Manager or designee.

CHAPTER 4: PROMOTIONS, TRANSFERS and DEMOTIONS

SECTION 1: PROMOTIONS

A promotion is the assignment of an employee from a position in one job class to a position in another job class requiring more responsibility, experience, education, technical or professional expertise and which is usually at a higher salary. It is the City's policy to provide promotional opportunities whenever possible and practical. Opportunities for promotion across organizational lines shall be maximized, with approval from the City Manager being necessary prior to such promotion.

- A. Current City employees will receive consideration for open positions if qualified. The City will recruit candidates both internally and externally simultaneously to hire the best qualified person.
- B. Promotions shall be made upon the recommendation of the Department Director with the approval of the City Manager.
- C. Promotions shall be based on qualifications, proven performance, merit, and the ability to perform the duties and responsibilities of the position.
- D. A promotion should not be deemed completed until an introductory period of six (6) months has elapsed.
- E. Should a promoted employee not successfully complete the introductory period, the employee is eligible to return to the previous position held, if available. If the position is not available, the City will attempt to place the employee in another appropriate position. If there is no appropriate position available, the employee will be dismissed from employment.

SECTION 2: TEMPORARY PROMOTION

The City Manager may authorize a temporary promotion to ensure the proper performance of City functions if a position is vacant or its regular incumbent is absent for an extended period of time. Employees so promoted may be additionally compensated for the duration of their temporary assignments in amounts to be determined by the City Manager. Temporary promotions shall not be used to circumvent normal selection procedures, and those employees involved shall not acquire any status or rights in the classes to which temporarily promoted.

SECTION 3: TRANSFERS

A transfer is the reassignment of an employee from one position to another. A transfer not involving promotion or demotion may take place at any time, for the purpose of administrative convenience or necessity, (or upon request of the employee to the Department Director, or an interdepartmental transfer by request of the employee directly to the City Manager), provided that the employee to be transferred is qualified to perform the duties of the position to which transfer is contemplated.

- A. Transfers may be made either administratively or in conjunction with an announced selection process.
- B. Transfers between job classes or departments shall become effective following approval of the transfer by the City Manager and after the necessary documentation has been provided by the Human Resources Department. Such approval shall be in writing.
- C. Transferred employees will be evaluated after a completing a six (6) month introductory period.
- D. Should the transferred employee not successfully complete the introductory period, the City will attempt

to return the employee to the position previously held if the position is available. If the position is not available, the City will attempt to place the employee in another appropriate position. If there is no appropriate position available, the employee will be dismissed from employment.

- E. These employees will have the right to appeal their dismissal pursuant to the appeal process outlined in this Handbook.

SECTION 4: DEMOTIONS

A demotion is the assignment of an employee from a position of one salary grade to a position in a lower salary grade having fewer duties and/or responsibilities or requiring less experience, education, technical, or professional expertise and which is usually at a lower salary. A demotion may take place at any time, for the purpose of administrative convenience or necessity, including disciplinary or non-disciplinary action. With the approval of the City Manager, and if qualified to perform the duties of the lower-level position, an employee may be administratively demoted at their own request or as an alternative to layoff or down-sizing by the City. Such demotions shall not be considered disciplinary actions, nor shall this type of demotion disqualify the employee(s) involved from consideration for later advancement, if applicable. Demotions which occur as alternatives to layoffs may be fully or partially rescinded at any time, at the sole discretion of the City's management. The purpose for each job assignment involving a demotion shall be stated in writing by the employee's supervisor or Department Director, provided to the Human Resources Department, and maintained in the employee's personnel file.

CHAPTER 5: EMPLOYEE INTRODUCTORY PERIOD

SECTION 1: INTRODUCTORY PERIOD

It is the policy of the City that all new employees, and all current employees transferred, promoted, demoted, or reclassified to a supervisory position, as well as former City employees who are rehired, must satisfactorily complete a performance introductory period of six (6) months. The introductory period assists the City in maintaining an effective, productive, and efficient workforce to provide quality services to the citizens. Only those employees who meet acceptable performance and other standards during their introductory period will be retained as employees. The introductory period may be extended for additional training as determined by the supervisor and/or Department Director in accordance with Section 6 of this chapter. Employees are considered to be in the introductory period until they have actually performed their regular job duties for at least six (6) months to assure their ability to meet acceptable standards of work performance and behavior for their position.

The Department Directors and/or supervisors shall use the introductory period to closely observe and evaluate the work and fitness of employees and to encourage adjustment to their jobs and the City service. In the case of appointing or promoting Department Directors, the introductory period shall be evaluated by the City Manager.

Each employee serving in the introductory period is responsible for knowing, understanding, and meeting the expectations and standards for the position. In addition, each employee is also responsible for performing the job in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During the introductory period, it is the responsibility of the employee to correct any deficiencies or inadequacies in job performance, attitude, or conduct.

SECTION 2: SEASONAL / TEMPORARY EMPLOYEES

Seasonal and temporary employees do not serve an introductory period and have no right of appeal when terminated at any time.

SECTION 3: CHANGE IN ASSIGNMENT OF EMPLOYEE SERVING IN INITIAL INTRODUCTORY PERIOD

Employees serving in the introductory period may not request or make application for reassignment, promotion, or voluntary transfer during the introductory period without written approval from the City Manager. If the reassignment, promotion, or transfer is approved, the employee will serve a six (6) month introductory period in the new position beginning with the date of the position change.

SECTION 4: ABSENCES DURING INTRODUCTORY PERIOD

During the introductory period, an employee is eligible to use sick leave for qualifying absences and may only use vacation leave for an absence due to illness or injury only if all sick leave has been exhausted, if authorized by the employee's Department Director, the Director of Human Resources, and the City Manager.

Recognized holidays during the introductory period may be used as approved per established City / departmental policy or practice. Transferred or promoted employees serving in the introductory period retain eligibility for all types of leave established by City policy.

SECTION 5: INTRODUCTORY PERIOD PERFORMANCE EVALUATIONS

All employees serving in the introductory period shall be constantly evaluated and will receive a performance evaluation(s) in accordance with the Performance Evaluation policy. These reviews are designed to evaluate each employee's performance and to communicate that performance to the employee. The written reviews include a supervisory recommendation to retain or terminate the employee.

SECTION 6: EXTENSIONS TO INTRODUCTORY PERIOD

The introductory period may be extended under the following circumstances:

- A. At the end of the six (6) month initial introductory period, the introductory period may be extended for up to an additional six (6) months when an employee's performance has been marginal due to extenuating circumstances;
- B. Additional training is warranted; or,
- C. An employee's absence from work for an extended period of time did not permit an opportunity for adequate assessment of performance.

The decision to extend or not to extend an employee's introductory period may not be appealed. If an extension is granted, the employee will be advised in writing and given the date on which the extended introductory period will be completed. Such extension will be at the sole discretion of the Department Director and the Director of Human Resources.

An introductory period may be extended as the result of time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work. Accordingly, each full-day absence incurred by an employee during the introductory period will normally extend the initial introductory period by an additional day.

SECTION 7: SUCCESSFUL COMPLETION OF INITIAL INTRODUCTORY PERIOD / REGULAR STATUS GRANTED

Employees have no guarantee of employment either during or after their initial introductory period. Only employees who meet acceptable performance, conduct, attendance, and other standards during the introductory period will be retained as regular employees. An employee is generally granted "regular" status in the new position if the employee satisfactorily completes the performance introductory period.

SECTION 8: FAILURE OF THE INTRODUCTORY PERIOD

An employee is considered to have failed the introductory period when, in the judgment of the Department Director, supervisor, or City Manager, it is determined that the employee's fitness, job performance, quality

or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. Failure of the introductory period may occur at any time within the introductory period. An employee who does not successfully complete the introductory period will normally be terminated from the City's employment. Termination during the introductory period may occur at any time and shall not be considered part of the disciplinary process.

If desirable and feasible, the employee may be administratively transferred to a more suitable position at the sole discretion of the City. A transferred or promoted employee who does not succeed in the introductory period may, at the sole discretion of the City, be reinstated to their former position or a similar type of position provided there is a vacancy and if approved by the affected Department Director. Department Directors and/or supervisors are responsible for ensuring thorough written documentation of all cases of failure of the introductory period, including documentation of counseling, training, and other efforts to help the employee during their introductory period. All such documentation must be reviewed by the Director of Human Resources before an employee serving in the introductory period can be terminated.

SECTION 9: TERMINATION OF EMPLOYEES SERVING IN THE INTRODUCTORY PERIOD

All employees, including those serving in the initial introductory period, are at-will employees and may be terminated at any time during the introductory period, with or without notice or cause. Employees serving in the initial introductory period are subject to all policies and procedures of the City and are not entitled to progressive levels of discipline. An employee failing an introductory period shall have no right to appeal termination by the City except on grounds of unlawful discrimination, which is prohibited by law and these policies, in which case the employee may appeal within five (5) working days following receipt of notice of termination for failure to complete the introductory period. Upon receipt of the written appeal from the affected person, the City Manager shall respond within a reasonable amount of time. The decision of the City Manager shall be final.

CHAPTER 6: JOB CLASSIFICATION PLAN and COMPENSATION

SECTION 1: JOB CLASSIFICATION PLAN

A. Definitions

- 1) **Full-Time Position / Employee:** any position where the employee is prescribed to work 40 hours each week in exchange for 40 hours pay.
- 2) **Regular Part-Time Position / Employee:** any position where the employee is prescribed to work a minimum of 20 hours in exchange for 20 hours pay.

The City uses a written Job Classification Plan for all full-time and part-time positions authorized by the City Council. Each position classification shall include jobs based on an analysis of similar or comparable duties, responsibilities, type of work and required qualifications. The Job Classification Plan shall be used for setting pay levels, which are commensurate with the responsibilities, work requirements, and duties of each position. Copies of the Job Classification Plan shall be given to all supervisory personnel. The Human Resources Department and the City Manager shall review the duties and responsibilities of the various City positions with the Department Directors and/or supervisors and make any necessary adjustments to the Classification Plan. An employee may request that the employee's position be reviewed for proper classification at the time of their annual performance review.

The Job Classification Plan may be revised from time to time as circumstances change and market conditions require, and upon recommendation by the Director of Human Resources and approved by the City Manager and the City Council. Such revisions may consist of the addition, deletion, abolishment, consolidation, division, or amendment of existing position classifications.

SECTION 2: JOB DESCRIPTION

Each job is distinguished by a written job description which are developed through the use of extensive incumbent provided information and/or task interviews, job analysis and incumbent-supervisor reviews.

Job Descriptions serve as the basis for job evaluation, performance documentation and appraisal, selection standards, promotional standards, and training criteria. They also help employees and supervisors communicate job responsibilities.

The job descriptions will contain the "essential job functions" and other information describing the requirements of positions within the City. Job descriptions are intended to describe the general nature and level of work to be performed. Job descriptions are not intended to be an exhaustive list of all responsibilities, duties, skills, and physical demands required for the job. While the written job descriptions should be generally descriptive of the typical duties and responsibilities, employees of the City are expected to perform a broad range of duties for which their background and training have qualified them.

The job description will be provided for signature and reviewed with new employees during onboarding. The signed job description will be maintained in the employee's personnel file and a copy provided to the employee.

Due to major duty changes, technology, and service demands, the City has the exclusive right to alter job descriptions at any time. The Human Resources Department is responsible for the maintenance and updating of job descriptions. In the event the job description changes the employee will be notified and provided a copy for signature.

If an employee believes that they are physically unable to perform a task, the employee should bring that fact to the attention of the immediate supervisor. The immediate supervisor should then refer the issue to the Director of Human Resources for review under the reasonable accommodations provisions of these policies.

SECTION 3: SALARY and WAGE PLAN

The City utilizes a fair, equitable and non-discriminatory pay system in order to attract, hire, develop and retain a highly competent workforce. Subject to the approval by the City Council, the City Manager shall prepare and administer a written compensation plan for City employees. City employees shall be paid salaries or wages in accordance with the compensation plan. In preparing the compensation plan, consideration shall be given to prevailing rates of pay among public and private employers; the duties, responsibilities, and qualifications required for the position; and other relevant factors.

SECTION 4: EMPLOYEE PAY SCHEDULE

All employees will be paid on a biweekly (every 2 weeks) basis with paychecks distributed every other Friday by the end of normal business hours. The City of Bastrop work week runs from Monday to Sunday. The paycheck covers the previous two-week period. Pay dates falling on a City recognized holiday will be scheduled for the preceding day.

Employees who receive a paper check and are absent from work on a pay day are requested to make arrangements with the Finance Department or through the Human Resources Department to pick up their paycheck. Paychecks will not be given to third parties without express written authorization from the employee.

SECTION 5: DIRECT DEPOSIT

The City of Bastrop offers the convenience of payroll direct deposit to the bank of the employee's choice. Direct deposit affords employees the use of their money on payday, regardless of whether they are on vacation, ill or simply not in a position to pick up their paycheck. Employees enrolled in direct deposit can deposit directly into checking or savings accounts and will still receive an earnings statement from the City on payday.

SECTION 6: FIRST PAYCHECK

The date of the first paycheck will depend on the date the employee began working during the pay period. In all cases, employees will receive their paycheck either the second or third Friday after beginning work. The first paycheck will be a paper check.

SECTION 7: FINAL PAYCHECKS

Final paychecks for discharged employees will be available within six (6) calendar days from the termination date. For voluntary resignations, final paychecks will be available on the next regular scheduled pay date. Final paychecks will be distributed through the Human Resources Department.

SECTION 8: NO CHECK ADVANCES / NO LOANS

Under no circumstances will the City of Bastrop issue a paycheck in advance and no money will be loaned to employees.

SECTION 9: ON-CALL and CALL BACK (Non-Exempt Employees)

The City provides for after-hour service needs by allowing some departmental operations to designate certain non-exempt employees to be “on-call”. Employees designated to be “on-call” are expected to respond to departmental after-hour service calls as required by procedures established by their department.

A. Definitions

- 1) **On-Call:** A condition outside normally scheduled work hours, in which a designated non-exempt employee is continuously available by telephone, is fit for duty, and is able to respond and report to work within a specified time period. On-Call does not include previously scheduled overtime or holiday time.
- 2) **Call-Back:** An unscheduled or emergency Call-Back in which a non-exempt employee is required to return to work outside of officially scheduled work hours. Call-Back may occur after leaving the job site, or during a holiday or a regular workday. It does not include overtime or holiday work scheduled in advance.

B. On-Call Employee Provisions

After regularly scheduled working hours, On-Call employees are free to pursue personal activities but must respond to a Call-Back via phone within the designated guidelines set by their Department. Employees designated as On-Call must be fit, both mentally and physically, to accomplish the On-Call services within the time frame required. An employee is considered officially scheduled and designated as On-Call only when approved by the supervisor in accordance with procedures established by the Department.

C. On-Call Compensation

- 1) **Regular On-Call Time Worked:** On-Call status is not considered time worked and is not compensable unless the employee actually responds to a call. On-Call employees called back to the workplace will be paid at their regular rate of pay for their actual hours worked and are guaranteed a minimum of two (2) hours pay for each call-back within the same 24-hour period after their regularly scheduled working hours or on a regular day off. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor will not be considered call-back and will

be paid at the employee's regular rate of pay until overtime requirements are met. On-Call employees who do not return to the workplace but who handle a workplace issue by phone and/or email, will be paid for actual time spent on the phone or computer. In all cases, employees must report their actual hours worked on their time sheets.

- 2) **Holiday On-Call Time Worked:** Employees who are scheduled to be On-Call during a week that includes a City holiday and who are called back to the workplace on the City holiday, or anytime during their On-Call scheduled work week, will be paid at the rate of one and one-half (1-1 / 2) times their regular hourly rate of pay for any call-back. Employees must report their actual hours worked on their time sheets.
- 3) **Exempt Status Employees:** Employees who are exempt from overtime are not eligible for compensation under the provisions of this policy.

D. Departmental Policies

Each Department has its own internal procedures for handling On-Call services. Departments may establish guidelines for varying levels of response to Call-Back situations depending on the nature and importance of the services to be completed.

SECTION 10: OVERTIME

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Exempt employees are not paid overtime compensation.

Overtime shall be allocated as evenly as possible among all employees qualified to perform the work involved. Overtime pay will be paid for all time worked over forty (40) hours for non-exempt employees.

Paid sick, vacation and holiday leave, time taken for jury duty, witness duty, bereavement leave, injury on duty leave, traveling to and from schools, conferences, seminars, or any other leave of absence shall not be considered as time worked for purposes of calculating overtime pay. All overtime worked must be clearly reflected on the employee's time records before it will be approved by the City.

A. Non-Exempt Employees

Non-exempt employees are those who are covered by the overtime requirements of the Fair Labor Standards Act. Employees classified as "Non-Exempt" may be scheduled to work overtime, at the request of their supervisor, Department Director, or the City Manager when the City's operating requirements, special events, or other needs cannot be met during regular working hours. When possible, advance notification of mandatory overtime assignments will be provided. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination. Overtime work is otherwise subject to the same attendance policies as straight time work.

All non-exempt employees must receive prior authorization from their supervisor or Department Director before performing any overtime work. This means employees may not begin work prior to their scheduled work time and may not continue working beyond the end of their scheduled work time without prior

authorization from the appropriate supervisor. Any overtime must be approved by the appropriate supervisor before submitting for processing and payment. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor. The appropriate supervisor must approve any overtime worked on the employee's time sheet or in time entry before submitting for processing and payment.

Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including termination.

Generally, except for Fire Department and Police Department shift employees, overtime pay for non-exempt employees is at the rate of one and one-half (1-1 / 2) times the employee's regular hourly rate of pay for hours actually worked in excess of forty (40) in the City's workweek. (The City's workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. the following Sunday.) An employee's regular hourly rate includes all pay incentives, such as longevity, assignment pay, etc. Fire and Police personnel are paid overtime based on the work cycle adopted by their Department under Section 207(k) of the Fair Labor Standards Act. The City may round time to compute overtime pay.

B. Firefighters

The Fair Labor Standards Act (FLSA) states that employees who engage in fire protection activities are required to be paid for overtime when they exceed 106 hours in a 14-day work period. The City will pay all non-exempt Firefighters overtime when the number of hours worked exceeds the regular scheduled hours for any weekly work period. For purposes of this section, "regular scheduled" hours shall mean the number of hours an individual Firefighter is assigned to work for a particular week as indicated by the Department's schedule at the start of the week in question.

C. Police Officers

The Fair Labor Standards Act (FLSA) states that employees who engage in law enforcement activities are required to be paid overtime when they exceed 86 hours in a 14-day work period. The City will pay all non-exempt Police Officers overtime when the number of hours worked exceeds the regular scheduled hours for any weekly work period. For purposes of this section, "regular scheduled" hours shall mean the number of hours an individual Police Officer is assigned to work for a particular work week as indicated by the Department's schedule at the start of the week in question.

SECTION 11: FLEX-TIME WORK SCHEDULE

In situations where overtime payment is not feasible due to budgetary constraints, the Department Director or supervisor must consider flexing the employee's work schedule in an effort to minimize the need for overtime compensation. Flexing must be completed within the same workweek (or work cycle if under the 207(k) exemption of FLSA) that the overtime was worked and must be accurately reflected on the affected employee's time record.

SECTION 12: EXEMPT EMPLOYEES

Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond 40 hours in a workweek. Exempt status employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner. Because of the complexity and nature of the duties entailed in 'exempt status' jobs, it is inherent that, periodically, work beyond that described as a normal '40-hour week' may be required to adequately perform the duties of such exempt status positions. Nevertheless, employees filling such positions are not entitled to 'overtime pay,' unless required for compliance with State and Federal laws.

Exempt employees will be allowed to take time off, from time-to-time, at the discretion of and with prior approval of the City Manager.

"Docking" an exempt employee's pay for a partial day's absence will be permitted only as authorized by law and approved by the Director of Human Resources or City Manager. It is the policy of the City not to make improper deductions from an exempt employee's pay. Any exempt employee who believes an improper pay deduction has been made, must immediately notify the Director of Human Resources. The City will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

An exempt employee who is absent and has no accrued paid leave time, need not be paid for any workweek in which no work was performed.

SECTION 13: SALARY STEP INCREASES

The purpose of the Salary Step Increase (hereafter "Step") is to motivate employees to achieve higher levels of sustained performance and result in a work performance and product that will justify consideration of an increase in the pay status of the employee. Step increases, if approved by City Council in the annual budget, shall be considered following the annual performance evaluation of each regular employee. Step increases shall be awarded in accordance with criteria established by the City Manager. A Step increase will become effective on the anniversary date of the employee's first day of employment.

Employees who are in their introductory period are not eligible for step increases until after completion of the introductory period.

SECTION 14: LONGEVITY

A. Definitions

- 1) **Full-Time Position / Employee:** any position where the employee is prescribed to work 40 hours each week in exchange for 40 hours pay.
- 2) **Regular Part-Time Position / Employee:** any position where the employee is prescribed to work a minimum of 20 hours in exchange for 20 hours pay.

A Longevity Pay Plan has been established to compensate regular full-time employees for their length of service with the City. Regular part-time employees shall earn longevity pay on a pro-rated basis. Longevity pay is based on a per month rate approved by the City Council for each year of continuous service and is calculated from the date of employment. Longevity pay is accrued monthly and shall be paid annually in the month of November after the employee has completed one (1) full year of continuous service.

SECTION 15: TERMINATION PAY

Regular full-time and part-time employees who leave employment with the City and have completed six (6) months of continuous service shall receive all pay that is due to them, in accordance with State and Federal law, and as follows:

- A. An employee will be paid for any hours worked and for any overtime compensation due to them.
- B. An employee will be paid for any longevity pay earned in accordance with the Longevity Policy if applicable (see Section 14: Longevity). The employee's final longevity pay compensation will be based only on periods of time actually worked. Additional longevity pay will not be calculated on accrued vacation time the employee may be paid at the time of termination.
- C. An employee must have successfully completed their initial six (6) month introductory period in order to be paid for unused vacation time earned at the time of termination.
- D. All City property issued to employees during employment will remain property of the City and must be returned to the City in good condition upon termination. This property shall include, but not be limited to, cash, equipment, tools, vehicles, keys, uniforms, safety equipment, radios, ID cards, badges, Employee Handbook, or any other property. Employees are personally responsible for any indebtedness to the City incurred by them prior to or upon termination of employment. Indebtedness may result from replacement value of damaged or unreturned City property, lost cash, negligence, insurance premiums, reimbursement due the City as a result of workers' compensation salary continuation benefits, as well as any and all other debts, costs, or sums of money the employee may owe the City.
- E. To the extent allowed by law, any indebtedness to the City which the employee might have incurred shall be deducted from the final pay authorization. In accordance with an agreement signed by each employee, the reasonable value of any indebtedness owed to the City by an employee will be withheld from the employee's final check upon termination or retirement, unless a release is granted by the Department Director.
- F. The City will issue any unpaid pay, unused vacation time, sick leave, and accumulated benefits to the designated beneficiary of any employee who dies while employed by the City, in accordance with the provisions of this policy.
- G. Employees may request that any retirement benefits paid by the employee, through payroll deductions, be refunded in accordance with the applicable program.



CHAPTER 7: PERFORMANCE EVALUATIONS

SECTION 1: EMPLOYEE PERFORMANCE EVALUATIONS

The City uses a thorough performance evaluation system for assisting supervisors in communicating job expectations, measuring the employee's level of past performance, recognizing employee achievements and exemplary performance, and strengthening the supervisor-employee relationship. The performance evaluation system provides necessary information for management decisions including career development and training, assignments, advancements, transfers, disciplinary actions, retention, compensation, etc. The purpose of the performance evaluation system as outlined herein is to achieve optimum employee performance resulting in outstanding service.

A. Schedule

- 1) Regular full and part-time employees hired are eligible for a performance review as follows:
 - a) After completing their initial three (3) months of their initial introductory period;
 - b) After completing their initial six (6) month introductory period; and thereafter,
 - c) Annually on their employment anniversary date.
- 2) Newly transferred or promoted employees who are serving their initial introductory period shall also receive periodic evaluations during their introductory period.
- 3) Department Directors are not governed by the above schedule; the City Manager establishes a performance evaluation system for Director-level positions.

B. Supervisory Responsibilities

All performance evaluation information must be written and forwarded to the Human Resources Department for retention in the employee's official personnel file. Supervisors will strive to clearly communicate all elements of job performance, key result areas, performance standards, measures, goals, strengths, and areas of development needed by completing the Performance Assessment and Development form. Each employee will sign and date a copy of the Performance Evaluation when it is reviewed. An evaluation is considered complete at the time the employee signs and dates the evaluation document, or the supervisor or Department Director has a witness acknowledge the employee's refusal to sign the evaluation document. A copy of the evaluation shall be provided to the employee.

Department Directors are expected to ensure compliance with this policy and ensure that evaluating supervisors and managers under their direction are adequately trained in the performance evaluation process. Department Directors and/or mid-level managers are encouraged to review all Performance Evaluation documents for validity prior to the department supervisor conducting the performance evaluation with the employee, in order to correct any obvious errors or rating bias.

C. Director of Human Resources Responsibilities

The Director of Human Resources will review all evaluation documents for obvious errors and return them to the Department Directors for any clarifications or procedural corrections. The Human Resources Department is responsible for maintaining original evaluation documents in official personnel files, and for timely processing of Personnel Action Forms for any compensation due.

D. Employee Responsibilities

Employees are expected to be knowledgeable of their essential job functions and key result areas and maintain established performance standards and requirements. Employees are encouraged to address issues and concerns regarding their annual performance evaluation with their evaluating supervisor. If the employee is unable to resolve issues and concerns with the evaluating supervisor, the employee may address them with the Department Director; if the Department Director is the evaluating supervisor, the employee may address their concerns to the Director of Human Resources or City Manager.

SECTION 2: INTRODUCTORY PERIOD EMPLOYEE PERFORMANCE EVALUATIONS

Employees who are in their introductory period of employment with the City shall be evaluated at the end of three (3) and six (6) months of employment. Marginal or unsatisfactory ratings on any of the measures of the performance evaluations shall constitute sufficient justification for discontinuance of employment. Introductory period may be extended in accordance with Chapter 5, Section 6. Employees who successfully complete their introductory period (6 months) and are approved by their respective Department Director, may be recommended for regular employee status.

CHAPTER 8: ATTENDANCE and LEAVE BENEFITS

SECTION 1: WORK HOURS

Nonexempt full-time employees of the City, except for Police Officers and Firefighters, normally work 40 hours in a seven-day (7) workweek. Exempt employees may be required to work in excess of 40 hours in certain weeks. The work week begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday. The regular workday normally begins at 8:00 a.m. and ends at 5:00 p.m., although employees in some departments may have different work schedules.

In times of disaster or emergency, working hours shall be determined by the City Manager.

A. Adjustment to Work Hours

In order to assure the continuity of City services, it may be necessary for Department Directors to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required and indicates that the employee will be available to do such work.

B. Attendance Records

Department Directors shall establish work schedules and maintain daily employee attendance records. Employees with access to Incode are required to record the number of hours worked each day utilizing the Time Entry automated system. All other employees are required to record the number of hours worked each day, as well as the time they arrived at work, the time they left for and returned from lunch, and the time(s) they left for and returned from unpaid break(s) during the workday.

C. Attendance and Punctuality

To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting to work. Department Directors and/or supervisors shall establish work schedules and maintain daily employee attendance records for their respective departments.

Employees should be at their workstations / work sites, mentally and physically fit, ready to work at their scheduled start time in accordance with City and departmental policies and regulations.

Regular and reliable job attendance is an essential function of every job. Excessive absenteeism and tardiness are disruptive and place a burden on the City and co-workers. Either may lead to disciplinary action, up to and including termination. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must personally notify their supervisor by phone, text or e-mail as soon as possible in advance of the anticipated tardiness or absence in accordance with departmental procedures. The employee must disclose to their supervisor whether the absence or tardiness is approved Family Medical Leave (if applicable) or sick leave and the date and time of

anticipated arrival. The employee must personally notify the supervisor on each day of absence for absences of a day or more unless their supervisor expressly waives this requirement.

In most instances, an employee who fails to properly notify the supervisor in advance of an absence or tardiness will be subject to disciplinary action up to and including termination. An employee who fails to notify the City of an absence may be presumed to have voluntarily resigned employment.

SECTION 2: HOLIDAYS

The City provides paid holidays to all regular full-time and all regular part-time employees, and employees serving in their initial introductory period. All other employees are extended the official holiday, but without pay. The following official holidays will be observed:

| | |
|------------------------|-----------------------------|
| New Year's Day | January 1st |
| Martin Luther King Day | Third Monday in January |
| Texas Independence Day | March 2nd |
| Good Friday | Friday before Easter |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| Thanksgiving Friday | Fourth Friday in November |
| Christmas Eve | December 24th |
| Christmas | December 25th |
| Floating Holiday* | Optional |

A. *Floating Holiday (effective Fiscal Year 2022)

All regular full-time and regular part-time employees are entitled to one floating holiday each calendar year that may be used either for observance of a holiday not included on the City's current holiday schedule or as a personal day off. The floating holiday must be used in the calendar year accrued and will not carry over into the next calendar year.

B. Scheduling of Holidays

As many employees as possible shall be given each holiday off consistent with the maintenance and performance of essential City functions. Official holidays occurring on Saturday will normally be observed on the preceding Friday and official holidays occurring on Sunday will normally be observed on the following Monday. When Christmas Eve or Christmas Day falls on a Saturday and/or Sunday, days in the preceding or following week will be observed, as approved by the City Manager.

Department Directors and/or supervisors shall insure that employees working non-standard schedules or assigned to be 'on duty' during official holidays receive benefit of the full number of official holidays.

C. Regular Full-time Employees

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

D. Regular Part-time Employees

Regular part-time employees shall be compensated on a pro-rated basis. All regular part-time employees shall be entitled to all paid holidays observed on a day of the week that the employee would normally have worked and shall be compensated for the number of hours they would have worked on that day.

E. Temporary and Seasonal Employees

All Temporary and Seasonal employees will be paid their regular hourly rates for a holiday only if required to work on a holiday. No holiday pay is authorized for Seasonal or Temporary employees who do not work on a holiday.

F. Employees Required to Work on a Scheduled Official Holiday

Employees required to work on a scheduled official holiday shall receive compensation for the holiday at their regular rate of pay, in addition to the hours worked, or be granted an alternate day of paid leave within the same pay period, at the employee's request.

G. Employee's Scheduled "Off-Duty" on an Official Holiday

When an official holiday and an employee's regularly scheduled day off occur on the same day, the employee will be paid eight (8) hours of holiday pay. Part-time employees will be paid for the number of hours they would have worked on that day.

H. Non-exempt Emergency Personnel Called Back on a Holiday

Non-exempt employees called in on an emergency basis to work on a scheduled holiday for which they are not scheduled to work will be paid for all hours worked on the holiday at the rate of one and one-half (1½) times the employee's regular base pay and eight (8) hours for the holiday or will be given an alternate day off within the same pay period at the employee's request.

I. Eligibility for Holiday Pay

To receive pay for an official holiday, an employee must be in a pay status on that holiday, as well as the scheduled workday before and after the official holiday.

J. Ineligibility for Holiday Pay

Employees on unpaid leave the day before or after the holiday are not eligible for Holiday Pay. Likewise, non-exempt employees who are absent without authorized leave on the day immediately preceding or following a scheduled holiday will not be paid for the holiday.

K. Holidays Occurring During Vacation Leave

An official City observed holiday that falls within an employee's vacation period will be counted as paid Holiday time in lieu of a day of vacation leave.

L. Separating Employees

Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be scheduled and authorized in advance by the Department Director, Human Resources Director and City Manager.

M. Paid Leave Status

An employee on a paid leave status will normally be paid Holiday pay in lieu of the leave status pay they would ordinarily receive at the time of the holiday.

N. Other Religious Holidays

Employees desiring to observe religious holidays not coinciding with City official holidays may request to utilize a Floating Holiday (see Subsection A of this Section). If the employee has utilized their one (1) floating holiday for the year, the employee must charge the time to vacation or an excused absence without pay. Employees shall notify their supervisor in advance of their decision in this regard to facilitate department scheduling. The City does not discriminate in its employment practices on the basis of religion or the religious practices of its employees.

O. Holiday Pay During Workers' Compensation Leave

An employee on Worker's Compensation leave will receive Holiday pay.

SECTION 3: VACATION LEAVE

All regular full-time and regular part-time employees accrue vacation starting from their first date of employment.

A. Eligibility

All regular full-time and regular part-time employees are eligible to take vacation after completing their initial six (6) month introductory period. However, the City Manager and Department Directors shall be granted vacation leave as accrued during their first six (6) months of employment. The City Manager shall be granted their full vacation benefits according to the time remaining in the fiscal year of employment.

B. Accrual

Regular full-time employees, except the City Manager, shall earn vacation leave based on their service

years completed as indicated in the table below. Regular part-time employees shall earn vacation leave on a pro-rated basis to be computed in direct ratio of actual hours worked to the normal work week for the department concerned (see example below). Temporary and seasonal employees do not earn vacation leave.

EXAMPLE OF VACATION ACCRUAL FOR REGULAR PART TIME EMPLOYEES

Employee works 20 hours per week.

$$20 \text{ hours} \times 52 \text{ weeks} = 1040 \text{ hours}$$

$$40 \text{ hours} \times 52 \text{ weeks} = 2080 \text{ hours}$$

$$1040 = .5$$

$$2080$$

$$.5 \times 10 \text{ regular vacation days} = 5 \text{ vacation days for part time employees.}$$

VACATION LEAVE ACCRUAL TABLES FOR EMPLOYEES

REGULAR FULL-TIME EMPLOYEES

(based on 40 hours worked per week)

| Service Years Completed | Vacation Days Earned Annually | Hours Earned Per Pay Period |
|-------------------------|-------------------------------|-----------------------------|
| 0-2 | 10 | 3.08 |
| 3-4 | 11 | 3.38 |
| 5-6 | 12 | 3.69 |
| 7-8 | 13 | 4.00 |
| 9 | 14 | 4.31 |
| 10-12 | 15 | 4.62 |
| 13-14 | 16 | 4.92 |
| 15-16 | 17 | 5.23 |
| 17-18 | 18 | 5.54 |
| 19-20 | 19 | 5.85 |
| 21 | 20 | 6.15 |

VACATION LEAVE ACCRUAL TABLES FOR FULL-TIME FIREFIGHTERS (SHIFT WORK)
 (based on average of 56 hours worked per week)

| Service Years Completed | Vacation Days Earned Annually | Hours Earned Per Pay Period |
|-------------------------|-------------------------------|-----------------------------|
| 0-2 | 14 | 4.31 |
| 3-4 | 15 | 4.74 |
| 5-6 | 17 | 5.17 |
| 7-8 | 18 | 5.60 |
| 9 | 20 | 6.03 |
| 10-12 | 21 | 6.46 |
| 13-14 | 22 | 6.89 |
| 15-16 | 24 | 7.32 |
| 17-18 | 25 | 7.75 |
| 19-20 | 27 | 8.18 |
| 21 | 28 | 8.62 |

C. Use and Scheduling of Vacation Leave

Vacation leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities that will promote the well-being of the individual. Absences on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may be charged to vacation leave, when sick leave is exhausted, at the request of the employee and with approval by the Department Director. Any other use of vacation leave shall require advanced approval by the Department Director or supervisor.

Employees must schedule their annual vacation leave in accordance with their department's guidelines governing vacation scheduling and utilizing the "Absent From Work Form" Employees with access to Incode are required to record the number of hours worked each day utilizing the Time Request automated system. Whenever possible, vacation leave will be scheduled at the convenience of employees. However, Department Directors must be certain that vacations do not interfere with the normal functions and activities of department operations. Whenever possible, employees are encouraged to submit their preferred vacation schedule to their appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation.

Each Department Director or supervisor and the Finance Department shall keep records of vacation leave allowance and use.

D. Administering Vacation Leave

Vacation leave shall be administered according to the following rules:

- 1) Vacation leave shall be taken in minimum increments of one half (.50) hour.
- 2) An employee who enters employment before the 16th of any month or who leaves employment after the 15th of any month shall earn vacation leave for that month. Employees starting on or after the 16th of any month or leaving employment on or before the 15th of any month shall not earn vacation leave credit for that month.
- 3) An employee may not take more than two (2) consecutive weeks of vacation at any given time, unless approved by their Department Director, Supervisor, and the City Manager.
- 4) Vacation leave shall be charged only for the time during which the employee would have been scheduled to work.
- 5) Paid vacation leave is not considered hours worked for purposes of performing overtime calculations.
- 6) Employees being laterally transferred, promoted, or demoted shall retain accrued vacation leave.
- 7) Vacation leave shall not be advanced to employees.
- 8) Vacation leave hours are not transferable between employees.

E. Maximum Accruals

The maximum number of vacation days that an employee may accumulate is two (2) times the employee's current annual accrual rate, unless approved by the City Manager. No employee may accrue more than thirty (30) days of vacation leave except in extenuating circumstances as determined by the City Manager. All days in excess of the maximum are "lost" on the employee's next anniversary date (except as otherwise provided for in this policy). Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is "lost" on their anniversary date. If the needs of the City or Department preclude the taking of a scheduled vacation, the Department Director or supervisor may defer an employee's scheduled vacation leave. In such cases, the Department Director or supervisor shall grant the employee's deferred vacation leave within 60 days or payment will be made to the affected employee for the deferred vacation hours upon approval by the City Manager. All deferred vacation carryover or payment must be approved by the City Manager and must be forwarded to the Finance Department before the employee's anniversary date.

F. Compensation for Vacation Leave

Vacation is paid at the employee's base rate at the time of vacation. It does not include overtime or any special forms of compensation. Vacation time is paid only for hours the employee would ordinarily have worked. Employees will not be paid for any unused vacation leave, except upon separation of employment, or if an employee is precluded from taking a scheduled vacation due to City or department needs as set out above.

Upon termination, retirement, resignation, or death, an employee shall be paid for accrued vacation leave up to a maximum of thirty (30) days at the rate of pay the employee was receiving at the time of separation. Only employees who have successfully completed their initial introductory period of employment are entitled to this payout provision upon separation.

SECTION 4: SICK LEAVE

Sick leave is defined as paid time away from work provided by the City for the purpose of permitting an employee to be relieved of their work duties due to a bona fide illness or injury, for visits to a doctor or dentist, pregnancy, if it significantly impairs the employee's ability to work, birth of a child (if the employee physically gave birth, otherwise use of sick leave for child birth falls under Subsection F below), or when an employee is needed to provide care for their immediate family, as defined in Subsection F, below, who is ill or injured.

Employees who are unable to work due to illness or injury or other situations covered by this policy must immediately notify their appropriate supervisor in accordance with the procedures adopted by their Department.

Employees who use their sick leave without just cause may be dismissed from employment with the City. Sick leave may not be taken in advance of it being earned. Official holidays and regular days off shall not count against sick leave.

A. Eligibility

All full-time and regular part-time employees are entitled to accrue sick leave. Full-time employees who are in their initial introductory period may use accrued sick leave only if approved by their supervisor or Department Director. An employee who is released for and offered modified duty by the City, but elects not to accept such assignment, will generally be ineligible for paid sick leave benefits. Temporary and seasonal employees do not accrue sick leave.

B. Accrual Rate

- 1) All full-time employees shall accrue sick leave from the first date of employment at the rate of one (1) day (8 hours) for each month of continuous employment, for a total of twelve (12) days (96 hours) per year. Regular part-time employees shall earn sick leave on a pro-rated basis to be computed in direct ratio to actual hours worked in the normal work week (see example below). Sick leave may not be taken in advance of it being earned.
- 2) An employee who begins employment before the 16th of any month or who leaves employment after the 15th of any month shall accrue sick leave credit for that month.
- 3) An employee who begins employment on or after the 16th of any month or who leaves employment on or before the 15th of any month shall not accrue sick leave credit for that month.
- 4) Sick Leave accrues only during pay periods in which the employee works or is otherwise on an approved paid leave status.

EXAMPLE OF SICK LEAVE ACCRUAL FOR REGULAR PART TIME EMPLOYEES

Employee works 20 hours per week.

20 hours x 52 weeks = 1040 hours
40 hours x 52 weeks = 2080 hours

1040 = .5
2080

.5 x 12 regular sick leave days = 6 sick leave days for regular part time employees.

SICK LEAVE ACCRUAL TABLE

REGULAR FULL-TIME EMPLOYEES

(based on 40 hours worked per week)

| Service Years Completed | Sick Days Earned Annually | Hours Earned Per Pay Period |
|-------------------------|---------------------------|-----------------------------|
| NA | 12 | 3.69 |

FULL-TIME FIREFIGHTERS (SHIFT WORK)

(based on average of 56 hours worked per week)

| Service Years Completed | Sick Days Earned Annually | Hours Earned Per Pay Period |
|-------------------------|---------------------------|-----------------------------|
| NA | 12 | 3.69 |

C. Maximum Accrual

The maximum sick leave that may be accrued by any full-time employee is 120 days (960 hours). The maximum accrual for regular part-time employees is on a pro-rated basis to be computed in direct ratio to actual hours worked in the normal work week.

Accrued sick leave will not be compensated by the City, in any way, at the time of termination, whether by resignation or dismissal. Fifty percent (50%) of accrued sick leave, not to exceed sixty (60) days, shall

be compensated only for the death of an employee or in the case of retirement under the City sponsored Texas Municipal Retirement System plan.

D. Authorized Use of Sick Leave

Supervisors closely monitor the use of sick leave. It is expected that employees will use their paid City sick leave in accordance with this policy. Trips to the doctor or hospital stays / visits, which take the employee away from the home, are acceptable, but other personal pursuits during paid sick leave will be considered as abuse of this policy.

Abuse of sick leave, including use of sick leave for anything other than as provided for in this policy, may result in immediate disciplinary action, up to and including termination, and may also render the employee ineligible for paid sick leave benefits. Similarly, employees who fail to timely report an absence or tardiness due to illness, injury, or doctor / dentist appointment may be disqualified from using sick leave for the absence.

E. Sick Leave for the Employee

Sick leave is provided by the City for the purpose of permitting an employee to be relieved of their work duties due to the employee's bona fide personal illness, accident or injury that prevents working, doctor and dentist appointments, pregnancy, if it significantly impairs the employee's ability to work, birth of a child (if the employee physically gave birth, otherwise use of sick leave for childbirth falls under Subsection F below). Employees who use their sick leave without just cause may be dismissed from employment with the City.

An employee who is pregnant may use accrued sick leave for maternity purposes prior to delivery and for a reasonable time following delivery as may be determined necessary by her physician. The City complies with all State and Federal laws related to pregnancy and maternity leave.

F. Sick Leave for the Employee's Immediate Family

Sick leave may be used for absences when needed to care for a member of the employee's immediate family who is ill or injured. If additional time is needed, employees must first use all accrued vacation leave. For purposes of this policy, "immediate family" is defined as the employee's parent(s), current spouse, domestic partner, children, stepchildren, and other relatives residing in the employee's home. In the event of a life-threatening illness or injury of the employee's family member who does not meet the definition of "immediate family", the Department Director (and in the case of Department Directors, the City Manager) may allow the employee to use accrued sick leave. Sick leave may also be used by employees for their immediate family's scheduled doctor and dentist appointments.

G. Administration of Sick Leave

Sick leave shall be administered according to the following rules:

- 1) Sick leave may not be taken in advance of it being earned.
- 2) Sick leave may be taken in minimum increments of one half (1 / 2) hour.

- 3) Official holidays observed by the City while an employee is on approved paid sick leave will be treated as a paid holiday, rather than a day of sick leave, if the employee is eligible for the paid holiday.
- 4) Regular days off shall not count against sick leave.
- 5) Employees shall notify their supervisor in advance, or at the earliest possible time, of the need to use sick leave. Supervisors may require a doctor's statement if deemed necessary.
- 6) If an employee becomes ill, has an injury, or doctor / dentist appointment, and cannot report for work, their absence must be reported to their immediate supervisor or Department Director prior to, or within one (1) hour after their regular reporting time, so that such absence will be charged to sick leave.
- 7) Failure to report to work or failure to report their absence from work may cause an employee's absence or tardiness to be disqualified from using sick leave for their absence and may be charged as leave without pay.
- 8) An employee who becomes ill or injured during a vacation may request that the vacation be terminated, and the time of illness or injury be charged to sick leave. Such request must be made immediately to the Department Director or their supervisor, or at least on the first regularly scheduled workday following the vacation. A physician's statement will normally be required in such instances.
- 9) After an employee's accumulated sick leave has been exhausted, they may use accrued vacation leave as sick leave (see Use of Other Leave below). When absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued until they return to work.
- 10) Under certain circumstances and with the approval of the Department Director or supervisor, the employee may flex their work schedule to attend to medical or dental appointments. This is acceptable provided that work time is accurately recorded on the time sheet for the week or work cycle in which the flex time was approved. Under no circumstances can flex time extend beyond the affected workweek for non-exempt employees or pay period for exempt employees. The total of a non-exempt employee's sick leave time plus hours worked cannot exceed forty (40) hours within the same workweek.
- 11) Employees missing more than three (3) consecutive workdays due to illness or injury may be required to provide a statement from the employee's physician regarding the illness and fitness to return to duty. Failure to do so, when required, may result in dismissal, suspension, and/or forfeiture of pay for sick leave.
- 12) An employee terminating from City employment must submit certification of illness from a physician before being eligible to use sick leave during the last two (2) calendar weeks of employment.
- 13) Department Directors or supervisors shall be responsible for reporting and approving all sick leave used by an employee on the employee's time sheet or electronic leave request.

H. Use of Other Leave

If approved by the Department Director (in the case of Department Directors, by the City Manager), employees who have successfully completed their initial introductory period may use accrued vacation leave or take a leave of absence without pay, but only if an employee has no accrued sick leave time.

I. Documentation

Employees requesting paid sick leave must complete an "Absent From Work Form" and submit it to their

supervisor for approval. Employees with access to Incode are required to submit their “Time Request” via the automated time entry system. Absence for illness / injury of three (3) or more consecutive workdays requires verification of the illness / injury. An employee must provide verification of an absence any time it is requested by the City.

An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member’s illness, injury, or doctor / dentist appointment if the employee wishes to use accrued sick leave to care for an immediate family member. If the employee fails to present such proof in a timely manner, use of sick leave will not be permitted and no other paid leave may be used for the absence. Abuse of sick leave may result in discipline up to and including termination.

J. Other Employment During Sick Leave

Employees on sick leave, whether paid or unpaid, may not work a second job, including self-employment, or participate in volunteer work, during the period of leave, even if they have written authorization from their Department Director to work a second job. Exceptions to this policy must be obtained in writing from the Department Director and the Director of Human Resources (See Outside Employment Policy).

K. Temporary Disability and Sick Leave:

Employees with temporary disabilities may, at the discretion of the City Manager, or as required by law, be granted unpaid leave after exhausting all available paid leave. Inability to work because of pregnancy or childbirth will be treated as any other temporary disability. The employee requesting a leave of absence must submit a treating health care provider’s statement confirming the employee’s inability to work, the projected dates of the leave, and the reason for the leave. The Human Resources Director may also place employees on temporary disability leave upon determination that the employee is not fit for duty. Except as otherwise required under the Family and Medical Leave Act, the employee’s job is not guaranteed to be held open after the exhaustion of paid leave.

SECTION 5: CATASTROPHIC LEAVE PROGRAM

The purpose of the Catastrophic Leave Program is to provide employees with the possibility of obtaining additional paid sick leave to avoid loss of compensation due to a catastrophic illness or injury when the employee has exhausted all accrued paid leave balances.

This Program allows eligible City employees to voluntarily donate sick leave earned by the employee to the Catastrophic Leave bank. Eligible employees may donate sick leave in eight (8) hour increments.

The Catastrophic Leave Program is a generous benefit that has been implemented for employees that have their lives disrupted by a catastrophic injury or illness. Please remember that it is a privilege to receive contributions from the Program, not an entitlement. No minimum amount of Catastrophic Leave is guaranteed to any employee.

A. Definitions

- 1) **Eligible Recipients:** All regular full-time and regular part-time employees who have completed one

(1) year of employment and who suffer from a catastrophic illness or injury that involves inpatient care at a hospital, hospice, or treatment center or continuing treatment under the supervision of a state licensed medical or health care provider for an extended period.

- 2) **Eligibility Requirements:** To receive donated leave, the employee must deplete or will soon deplete their accrued sick leave and vacation leave which will result in leave without pay status. All Catastrophic leave shall be taken concurrently with eligible leave under the Family and Medical Leave Act when applicable. The employee must not have a history of any of the following:
 - a) Excessive absences that are unrelated to FMLA or ADA-protected leave
 - b) Currently under a Performance Improvement Plan, or
 - c) Pending disciplinary action.
- 3) **Eligible Catastrophic Illnesses or Injuries:** Those where the employee is required to be away from work for an extended period of time and which would be deemed a “serious health condition” as defined in the Family and Medical Leave Act. Cosmetic surgeries unrelated to a “serious health condition” are not eligible.
- 4) **Employees Eligible to Donate:** All regular full-time and regular part-time employees who have completed one (1) year of employment.
- 5) **Duration:** The interval of donated time shall not exceed the employee’s time available under FMLA (See Family and Medical Leave Act policy), unless approved by the City Manager. Any Catastrophic leave shall run concurrently with FMLA time when applicable.

B. Privacy

All information related to health matters is confidential. Anyone inappropriately disclosing health or payroll information is subject to disciplinary action, up to and including termination. Employees with questions or concerns about catastrophic illnesses or injuries are encouraged to contact the Human Resources Department.

C. Procedures

1) Donating Leave

Eligible employees may donate not less than eight (8) hours or more than forty (40) hours of their accrued sick leave in eight (8) hour increments in each twelve (12) month period. Employees with a balance of 120 days (960 hours) of sick leave may donate up to sixty-four (64) hours of sick leave to the pool in each twelve (12) month period. The contribution of sick leave is strictly voluntary. Eligible employees requesting to donate leave must complete the Catastrophic Illness / Injury Donation form which can be obtained from the Human Resources Department.

2) Requesting Leave

Eligible employees requesting leave must complete the Catastrophic Illness / Injury Request form and

provide documentation from a state licensed medical or health care provider stating the reasons in detail why the employee needs the time and how much time off is anticipated. The details should relate solely to the amount of time that is needed off and sufficient information to determine that the injury or illness is a serious health condition. The eligible employee must exhaust all of their earned sick leave and vacation leave before receiving catastrophic leave.

3) Receiving Leave

Employees who receive Catastrophic Leave are not required to pay it back. In addition, they are not eligible to receive additional Catastrophic Leave for a period of twelve (12) months from the initial date the Catastrophic Leave was utilized, unless approved by the City Manager.

D. Employee's Responsibilities

1) Requesting Catastrophic Leave

The employee must complete a Catastrophic Illness / Injury Request form indicating the need for the leave, the estimated time needed, and return it to the Director of Human Resources with any required documentation.

2) Donating Leave

The employee requesting to donate leave to the City Catastrophic Leave Bank must complete a Catastrophic Illness / Injury Donation form indicating the total hours desired to donate and return it to the Director of Human Resources.

E. Approval Process

Under the direction of the City Manager, the Human Resources Director and/or the Chief Financial Officer shall review all requests for Catastrophic Leave to determine if the employee and the incident qualify. Consideration will be given to any past substantiated leave abuse. Employees will be notified in writing as to the approval or denial of their request.

Catastrophic leave will be allocated to an employee from pay period to pay period on an as-needed basis from the City Catastrophic Leave Bank, depending on the availability of donated leave. Employees will be considered for allocation in the order in which applications are received.

SECTION 6: BEREAVEMENT LEAVE

A. Definition of Immediate Family

For the purposes of using City paid Bereavement Leave, Immediate Family shall be defined as an employee's husband, wife, domestic partner, son, daughter (including adopted and foster children), stepson, stepdaughter, mother, father, stepmother, stepfather, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, brother, sister, brother-in-law, sister-in-law, nieces,

nephews, and other relatives residing in the employee's home.

B. Receiving Leave

All regular full-time employees and all regular part-time employees may be granted bereavement leave for a period not to exceed three (3) workdays in the event of a death(s) in their Immediate Family (see definition above). Seasonal and temporary employees may be granted up to three (3) days leave of absence without pay in such cases.

Bereavement leave will not be charged against sick or vacation leave. Bereavement leave is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime. An employee may be required to provide proof of death / funeral / family relationship in support of bereavement leave.

C. Employees Responsibilities

Employees who wish to take bereavement leave must notify their supervisor immediately. Employees requiring additional time off to attend the funeral, make arrangements, or otherwise attend to the affairs of the deceased member of the Immediate Family (see definition above) may use accrued sick leave for two (2) additional days. Additional time off, if approved, above and beyond these noted times must be taken as vacation leave or leave without pay. If no sick leave or vacation leave is available, the additional time off may be authorized as leave without pay upon approval of the Department Director. All bereavement leave time must be requested on the City's "Absent From Work Form".

SECTION 7: MILITARY LEAVE

The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees who have brief or non-recurrent positions with the City and who have no reasonable expectation that their employment with the City will continue indefinitely or for a significant period of time are generally ineligible for extended paid Military leave in excess of 15 days, reemployment rights, or any other Military leave benefits under this policy.

This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

A. Notice to City of Need for Leave

Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than 24 hours after the employee receives the military orders. To be eligible for paid Military leave, employees must complete and submit an "Absent From Work Form" along with the official documents setting forth the purpose of the leave and, if known, its duration. The "Absent From Work Form" must be turned into the Department Director and the Director of Human Resources as far in advance of the leave as possible.

B. Paid and Unpaid Leave for Training and Duty

1) Compensation

a) Full Pay for Up to 15 Days:

Employees will be paid for military absences of up to a maximum of 15 workdays per fiscal year (October 1 through September 30). Shift employees will be transitioned to a 40-hour work week during military absences. This leave may be used when an employee is engaged in National Guard or United States armed forces reserve training or active military duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year. An employee who qualifies for this leave may request an annual accounting of the use of this leave.

b) Other Paid Leave:

Employees who have exhausted all available paid Military leave may, at their option, use any other available paid leave time (i.e., vacation leave) to cover their absence from work.

c) Unpaid Leave:

After an employee has exhausted all available paid Military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on Leave Without Pay.

C. Benefits

The City will continue to provide employees on paid military leave with most City benefits.

1) Medical and Dental Insurance

While an employee is on paid Military Leave (or any military leave of less than 31 days), the City will continue to pay its portion of the monthly premium for group health benefits. When Military leave is unpaid, the employee may elect to continue group health coverage for up to 24 months following separation of employment or until the employee's reemployment rights expire, whichever event occurs first, for the employee and eligible dependents.

Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.

2) Other Benefits

While on paid military leave, employees continue to accrue vacation, sick leave and other benefits

provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on paid Military leave. While on unpaid Military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid Military leave. While on unpaid Military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, the employee will be treated as though continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.

3) Texas Municipal Retirement System (TMRS)

Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active-duty Military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must: return to work for the City within 90 days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has the lesser of 5 years or 3 times the length of the military service to make up any TMRS contributions that were missed while on military leave.

D. Returning From Leave

1) Return to Work

A person returning from service must report back to work or apply for reemployment within the time constraints prescribed by USERRA. The City shall re-employ a returning veteran according to the provisions of USERRA.

2) Deadline to Notify City of Intent to Return to Work

The deadline for an employee to return to work and/or notify the City that the employee intends to return to work following military leave depends upon how long the employee's military service lasted:

- a) For service of less than 31 days, employees have eight (8) hours following their release from service to report for their next scheduled work period.
- b) For service between 31 days and 180 days, employees have fourteen (14) days following their release from service to apply for reemployment.
- c) For service of more than 180 days, employees have 90 days following their release from service to apply for reemployment.

These deadlines may be extended for two (2) years or more when an employee suffers service-related injuries that prevent the employee from applying for re-employment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.

3) Required Documentation

To qualify to return to work, an employee returning from leave must provide documentation of the

length and character of military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than 31 calendar days.

SECTION 8: INCLEMENT WEATHER / EMERGENCY CLOSING

Except for extraordinary circumstances, City offices DO NOT CLOSE. All City employees, whether exempt or non-exempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify their immediate supervisor and/or Department Director and make arrangements to report to work if weather conditions improve. Any leave taken due to inclement weather can be flexed or charged to vacation leave. Regular full-time and regular part-time non-exempt employees who have no accrued vacation leave available will not be paid for the time missed.

The Department Director / immediate supervisor is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the City Manager's Office.

When weather or other conditions are such that the City Manager declares certain City offices / departments officially closed, all affected personnel, (i.e., those non-essential employees who were scheduled to work during the time of closure), will be granted "administrative leave" with pay, at the discretion of the City Manager, for the time the office / department is closed.

Essential personnel must report to work even when other City departments are officially closed due to weather or other types of extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the Department Director and/or the City Manager. Essential personnel who fail to report to work may be subject to disciplinary action up to and including termination. Employees are required to sign an acknowledgement form that they have received notice of their designation of essential or non-essential status and requirement to work during inclement weather at time of employment.

SECTION 9: VOTING LEAVE

Employees are encouraged to exercise the right to vote in elections. If the polls are not open on election day for voting for two (2) consecutive hours outside of the employee's working hours, employees shall be granted sufficient leave with pay during working hours, when necessary, in order to vote in an official election.

Upon two (2) days' notice to the supervisor, employees will be granted time off to attend a precinct convention or a county, district, or state convention to which the employee is a delegate. Time may be charged to vacation or leave without pay for the time missed.

SECTION 10: JURY SERVICE

The City provides paid leave to regular full-time and regular part-time employees required to serve on jury

duty or requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. In all other cases, employees are required to schedule accrued vacation leave; otherwise, a nonexempt employee's time off to testify will be considered a leave without pay (i.e, employees who receive a subpoena to appear in court on matter that is unrelated to City business).

The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., with the leave request. Employees must submit an "Absent From Work Form" along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence.

An employee who is on jury duty typically must report to work for the remainder of the day upon completion of court or jury service in accordance with departmental instructions, or request approval for use of other available paid time off. Any payment for jury duty received by the employee may be retained by the employee.

Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

The City is prohibited from threatening, intimidating, coercing, or discharging any permanent employee based upon their jury service.

SECTION 11: ADMINISTRATIVE LEAVE

The City may grant administrative leave with or without pay to an employee, at the discretion of the City Manager (or designee), when no other paid leave category is available or applicable.

Department Directors in consultation with the Director of Human Resources may designate administrative leave with pay only pending a disciplinary decision or drug / alcohol screening results, or during an internal investigation.

Written notice of administrative leave shall be provided to the employee and a copy forwarded to the Director of Human Resources for proper payroll processing.

SECTION 12: LEAVE WITHOUT PAY

In circumstances not falling within other provisions of these rules, the City Manager may authorize an employee to take leave, without pay, for situations deemed appropriate by the City Manager. When approved by the City Manager, an employee taking leave without pay shall not lose or gain seniority and all applicable employee benefits will remain in effect during the approved period of authorized leave without pay.

An employee may be granted a maximum of one (1) day leave, without pay, per calendar quarter for personal business. Requests for personal leave should be submitted to the City Manager two (2) days in advance of the requested leave.

SECTION 13: ABSENCE WITHOUT LEAVE

An employee failing to report to work or remain at work as scheduled without proper notification to the employee's immediate supervisor and/or without obtaining authorization or excuse has committed a serious violation of the City's personnel policies and shall not be paid for the time involved. Absence without leave constitutes abandonment of duties and will subject the employee to disciplinary action up to and including termination. If an employee is dismissed for being absent without leave, that employee shall not be considered to be in "good standing" at the time of termination of employment with the City.

SECTION 14: TEMPORARY DISABILITY

Accrued sick leave or vacation leave may be used for any temporary disability including maternity purposes prior to delivery and for a reasonable time following as may be determined necessary by an employee's physician. For maternity purposes, at least ten (10) days' notice of leave is required, and the request for such leave shall include a statement of the employee's intentions concerning resumption of work, except in emergencies.

A medical statement of an employee's "fitness to return to duty" shall be required for all employees desiring to return to work after leave caused by a temporary disability, injury or extended illness. In all cases, statutory and legal requirements will control such matters.

SECTION 15: WORKERS COMPENSATION

An employee injured in the line of duty may receive worker's compensation and injury wage continuation benefits under the terms and conditions prescribed in any applicable programs or policies.

A. Eligibility for Workers' Compensation

Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees and volunteers of the City are covered by workers' compensation insurance.

An employee injured on the job may be eligible for workers' compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, to include possible partial salary continuation.

Injuries not directly related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties for the City, injuries occurring while an employee or volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers' compensation plan.

B. Accident and Injury Reporting Procedures

1) Medical Attention

When an employee is injured on the job, the City's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment, if necessary, from the Approved Doctor List (ADL), as provided by the Texas Department of Insurance and in compliance with the City's reporting requirements.

2) Reporting and Documentation

The employee's supervisor is responsible for notifying the Department Director and the Human Resources Department immediately upon being made aware of an employee's involvement in an accident or injury. This timely notification is critical.

The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit the City's Accident Report, First Report of Injury or Illness, and any other related information to the Human Resources Department no later than the next business day after the injury was reported or no later than 9 a.m. on Monday for injuries occurring over the weekend.

If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise the Human Resources Department of these circumstances. The decision of whether or not an injury will be covered by workers' compensation will be made by the Texas Department of Insurance and not by the City.

If the employee's treating physician recommends convalescence at home, the employee is required to contact the supervisor each day during the time away from work and to report to the Human Resources Department each Friday. For every doctor's office visit, the employee is required to obtain from their doctor a completed "Work Status Report", which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment. It is the employee's responsibility to ensure that a copy of the "Work Status Report" is forwarded to the Human Resources Department and to the supervisor. Failure to report to Human Resources as required may result in disciplinary action, up to and including termination.

C. Returning to Work

The employee is to return to work immediately after treatment unless the employee's physician provides documentation of the employee's inability to perform the essential duties of the job in either a regular or modified duty capacity. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including

an assignment in another department.

All modified duty assignments must be approved by the Human Resources Director to ensure compliance with the City's policies, the physician's restrictions / release and with the Americans with Disabilities Act (ADA), the Americans with Disabilities Act as Amended (ADAAA), and other applicable laws.

D. Maximum Time Limits

Subject to other restrictions, limitations, and earlier terminations as applicable in particular circumstances, the City will hold open an employee's position, following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City. Twelve weeks of this period will be deemed leave under the Family and Medical Leave Act (FMLA), running concurrently with the employee's worker's compensation leave. The Director of Human Resources will engage in discussions of any reasonable accommodations that may assist the employee in performing the essential functions of the job. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled, and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform. If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position or if the employee declines to accept another position, employment with the City will be terminated.

SECTION 16: FAMILY and MEDICAL LEAVE ACT (FMLA)

A. Definitions

- 1) **12-Month Period:** A rolling 12-month period measured backward from the date the leave is taken.
- 2) **12-Month Service Member Period:** A single 12-month period measured forward from the first day Service Member Family Leave is taken.
- 3) **Child:** A biological, adopted or foster child, a stepchild, a legal ward; or a child of a person standing in loco parentis, who is standing in the place of a parent, who is either under the age of 18, or age 18 or older and requires active assistance or supervision to provide daily self-care. A biological or legal relationship is necessary. A more detailed definition is provided in the Family and Medical Leave Act which is available in the Human Resources Department.
- 4) **Health Care Provider:** A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services. A more expansive definition is provided in the Family and Medical Leave Act of 1993 which is available in the Human Resource Department.
- 5) **Key Employee:** A salaried FMLA-eligible employee who is among the highest ten percent (10%) of all of the City's employees within 75 miles of the employee's worksite.
- 6) **Next of Kin:** The nearest blood relative of a Covered Service member.
- 7) **Parent:** A biological parent or an individual who stands or stood in the place of a parent to an employee when the employee was a child. This term does not include parents-in-law.
- 8) **Serious Health Condition:** An illness, injury, impairment, or physical or mental condition that involves:

- a) Any period of incapacity or treatment that results in inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
- b) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
- c) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or 4) for prenatal care. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Restorative dental surgeries after an accident or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met.

9) **Spouse:** A husband, wife or domestic partner as defined or recognized under state or federal law for purposes of marriage, including common law marriage.

B. Policy

An employee may be eligible to take up to twelve (12) weeks of unpaid family and medical leave during a rolling twelve (12) month period. An eligible employee is one who has been employed with the City for at least twelve (12) months, and who has worked at least 1,250 hours during the twelve (12) months preceding the first date leave is to be taken. Leave can be taken for any of the following reasons: birth of a child, placement with the employee of a child for adoption or foster care; when the employee is needed to care for a child, spouse, domestic partner, or parent who has a serious health condition; or when the employee is unable to perform the essential functions of the position because of the employee's own serious health condition.

Generally, except for those employees designated as "key employees," employees will be returned to the same or an equivalent position upon their return from FMLA leave. The City complies with all provisions of FMLA in its employment practices and makes available detailed explanations and instructions of FMLA benefits and procedures to all employees who fall within its provisions, should such circumstances arise.

C. Conditions

All eligible employees shall be granted family or medical leave consisting of unpaid leave, and when requested and appropriate, accrued sick and/or vacation leave, for a combined total of up to twelve (12) weeks during the FMLA leave year for the following reasons:

- 1) Family Leave: Any family leave must be taken within twelve months from the date of the birth or placement of a child for adoption or foster care.
 - a) The birth of the employee's child and in order to care for the child;
 - b) The placement of a child with the employee for adoption or foster care.

2) Medical Care

- a) To care for a husband, wife, domestic partner, child, or parent who has a serious health condition;
- b) The employee is unable to perform the essential functions of their position due to the employee's own serious health condition;
- c) Any other circumstance provided by the FMLA.

D. Procedures

1) Twelve Month Period

The twelve (12) month period for counting family and medical leave is a “rolling” twelve (12) month period measured backward from the date an employee requests or is placed on FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months, or 26 weeks provided in certain circumstances.

Employees are eligible to take medical leave intermittently or on a reduced leave schedule only when medically necessary. Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director.

2) Employee Request for Leave

An employee must give at least thirty (30) days' advance notice in writing for the need to take foreseeable family or medical leave for planned medical treatment, unless the need is unforeseeable, in which case, as much notice as is practicable should be given. The request must state the reason for the leave, the anticipated duration of the leave, and the starting and ending dates of the leave. When it is not practicable under the circumstances to provide thirty (30) days advance notice, the employee must give notice to the Human Resources Department as soon as possible but no later than two (2) business days after the employee learns of the need for the FMLA leave.

3) Department Notification

Each department supervisor is responsible for notifying the Human Resource Department immediately when an employee is away from work for a family and medical leave qualifying event (if family and medical leave has not been approved), even if the employee is utilizing paid vacation, sick or personal leave, or is out due to a work-related injury. An employee using sick leave should be reported to the Human Resources Department if it is anticipated that the duration of the illness will be three (3) or more days, or two (2) or more shifts for Fire Department employees, or once the employee exceeds three (3) days, or two (2) or more shifts for Fire employees of sick leave use.

4) Human Resources Responsibility

Human Resources is responsible for central administration of all requests for family and medical leave. The Human Resources Department reserves the right to automatically place an employee on

family and medical leave if it is determined that a qualifying event has occurred. The Human Resources Department may retroactively designate the beginning date of FMLA to the beginning date of the employee's absence for the qualifying event.

5) Approval

An employee shall submit a request for family and medical leave through proper channels to the Department Director who will then forward it to the Human Resources Department for approval. Confidential medical information that accompanies the application can be submitted directly to the Human Resources Department.

6) Substitution of Paid Leave

An employee utilizing this policy for the placement of a child for adoption or foster care with the employee shall be required to exhaust all accrued vacation and any other applicable paid leave prior to going on unpaid leave. An employee utilizing this policy for the serious illness of a child, spouse or parent must exhaust all accrued personal leave, vacation leave and any other applicable paid leave prior to going on unpaid leave. If an employee gives birth to a child, sick leave can be utilized until the employee receives a release from the doctor. After being released, the employee may use additional sick leave if permitted in accordance with the sick leave policy. Once all applicable sick leave has been used, the employee shall be required to exhaust all accrued vacation, compensatory time, holiday leave and any other accrued paid leave, prior to going on unpaid leave. An employee utilizing this policy for the employee's own serious health condition shall exhaust all accrued sick leave, vacation leave and personal leave prior to going on unpaid leave. If an employee is off work due to a work-related injury and the employee qualifies for family and medical leave, it will run concurrently with any paid leave. ***The City reserves the right to count any paid leave that qualifies for family and medical leave toward the twelve (12) or twenty-six (26) weeks allowed under this policy.***

If medical leave is requested, the employee may use accrued sick leave. After an employee's accrued sick leave has been exhausted, vacation leave may be used as sick leave upon request of the employee. If family leave is requested, the employee may use accrued vacation leave. For the birth of the employee's child and in order to care for the child, the employee may use accrued sick leave.

In the event that the appropriate paid leave is exhausted, the remainder of the family or medical leave period will consist of unpaid leave. Family and Medical leave will run concurrently to accrued sick leave and/or vacation, personal or other leave used for FMLA leave purposes.

7) Maximum Time Allowed

The maximum amount of family and medical leave available is twelve (12) weeks during a twelve (12) month period even if there is more than one family and medical leave qualifying event. The only exception to the twelve (12) week maximum is the leave to provide care of an injured service member, described below, which allows for an extended FMLA leave of 26 weeks.

8) Medical Certification

The Human Resources Department may require satisfactory proof of the proper use of medical leave and may disallow the applicability of medical leave in the absence of such proof.

The City requires medical certification from a health care provider to support a claim for leave to care for a seriously ill child, spouse, or parent, or for the employee's own serious health condition. Medical certifications must be returned to the Human Resources Department within fifteen (15) working days. Recertification may also be required every 30 days. An employee will be notified if recertification is required. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. For the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of the position, and expected duration. The City does not seek and should not be provided genetic information. If an employee or applicant's genetic information is inadvertently received by the City; the City will return it to the health care provider and not use genetic information for any employment decision or action.

Employees on an extended FMLA leave must check in every two (2) weeks by phone or email with the Human Resources Department or supervisor. If a question arises whether an employee on FMLA is utilizing FMLA for reason(s) other than an FMLA-approved illness or injury, the City may take steps to verify the proper use of FMLA leave, including home checks.

Upon returning to work after leave for the employee's own illness, an employee is required to provide certification to the supervisor that the employee is able to return to regular duties. If the validity of a certification is questioned, the City may require that a second opinion be obtained. If the first and second opinions differ, the City may require a third opinion be obtained. The employee and the City must agree upon a health care provider for the third opinion and this opinion shall be binding on both parties. The City shall bear the expense of second and third opinions.

9) Return to Work

When an employee returns to work after family and medical leave, the employee shall be restored to the same position or to an equivalent position involving the same or substantially similar duties and responsibilities. An employee will be restored to the same worksite or to a geographically proximate worksite. The employee is also entitled to return to the same shift or an equivalent schedule.

Other than key employees under certain circumstances, employees eligible for family and medical leave will generally be returned to their old position or to a position with equal pay, benefits, and other terms and conditions of employment. However, the City cannot guarantee that employees will be returned to their original jobs in all cases. The City will determine whether a position is an equivalent position.

This policy does not entitle any employee to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken leave. For example, if during an employee's approved leave, the employee is terminated for reasons unconnected with a legitimate leave, or the employee's position is eliminated through a

reduction in force, the commitment to return the employee to a position with the City will cease at the time the employee is terminated or the position is eliminated. An employee on medical leave for five (5) consecutive working days or more for the employee's serious health condition, must provide a "Return-to-Work" release from the employee's health care provider before the employee will be permitted to return to work. The "Return-to-Work" release must state that the employee is able to resume work and must specifically reference that employee's job description and specific duties.

The City reserves the right to consult with the employee's health care provider for clarification on "Return to Work" releases or other FMLA documentation provided by the employee. An employee's failure and/or refusal to provide the necessary FMLA documentation and the periodic written updates as to the employee's FMLA status, as required by the FMLA and the City's policies, shall subject the employee to possible cancellation of the leave, and other disciplinary action up to and including termination.

10) Failure to Return to Work

Employees who do not return to work after using all family or medical leave will be subject to disciplinary action up to and including termination unless additional leave has been requested, in writing, and approved by the City in accordance with the City's policies. Employees should submit a written request for an extension of leave to the Department Director. This written request should be made as soon as the employee knows that they will not be able to return to work on the originally declared return date.

An employee who fails to return to work after the expiration of the leave will be required to reimburse the City for the City's portion of health premiums paid during the leave, unless the reason the employee fails to return is a serious health condition which prevents the employee from performing the employee's job, or if the circumstances are beyond the employee's control or ability to reasonably remedy.

11) Effect on Married Couples

If a City employee is married to another City employee and either or both employees request family and medical leave for the birth or placement of a child with the employee for adoption or foster care, the total time allowed shall be limited to no more than twelve (12) weeks combined during any rolling twelve (12) month period. For other qualifying family and medical leave events, each employee is entitled to leave as long as the total amount of leave taken during any twelve (12) month period does not exceed twelve (12) weeks or twenty-six (26) weeks, if applicable for one employee.

12) Continuation of Insurance Benefits

While utilizing unpaid family and medical leave, an employee's insurance benefits will continue without interruption as long as the employee pays their portion of the insurance premiums. Insurance premiums can be deducted from the paycheck before the leave begins, or during the leave, if the employee continues to receive pay (pre-tax), paid monthly or bi-weekly.

13) Intermittent Leave

When medically necessary, an employee may take family and medical leave on an intermittent basis or work a reduced schedule. Arrangements should be made with the employee's immediate supervisor so that the operations of the department are not unduly disrupted. An employee taking intermittent leave or leave on a reduced schedule may be temporarily assigned to an alternative position with equivalent pay and benefits if it better accommodates the needs of the department.

Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director and the Director of Human Resources.

14) Holidays

Holidays will be paid in accordance with the Holidays policy. City holidays will be counted as part of the twelve (12) or twenty-six (26) weeks of family and medical leave, whether the employee is on paid or unpaid leave.

15) Texas Municipal Retirement System (TMRS)

Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the City while an employee is in a leave without pay status. It is the employee's responsibility to initiate such an arrangement by timely contacting the City's Director of Human Resources and completing the necessary paperwork.

16) Recordkeeping

Family medical leave time will be tracked on an hourly basis for payroll and compliance purposes. To determine entitlement for employees who work variable hours, the minimum hours required for eligibility is calculated on a pro rata or proportional basis by averaging the weekly hours worked during the twelve (12) weeks prior to the start of family and medical leave.

17) Exempt Employees

Paid leave accounts may be charged for less than one (1) full workday according to department policy and the salary of an exempt employee may be docked for absences of less than one (1) full workday. Salaried executive, administrative, professional, and other employees of the City who meet the Fair Labor Standards Act (FLSA) criteria for exemption from overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave.

18) Military Family Leave Entitlement

- a) **Military Exigency Leave:** Employees who are otherwise eligible for FMLA and have a spouse, child, or parent on covered active duty (deployed to a foreign country) or called to covered active duty status in the National Guard or Reserves (deployment to a foreign country or in support of a contingency operation) may use their 12-week unpaid, job protected leave to address certain qualifying exigencies including eligible: short-notice deployments; attendance at military events and related activities; childcare and school activities; addressing financial and legal

arrangements; attending counseling sessions; attending post-deployment activities; up to 15 days of rest and recuperation; and parental care.

- b) **Military Caregiver Leave:** Employees who are the spouse, parent, child or next of kin of a service member who incurred a serious injury or illness while on active duty in the Armed Forces and is undergoing medical treatment, recuperation, or therapy, may take up to 26 weeks of leave to care for the injured service member in a single 12-month period. The covered service member must be a current member or eligible veteran of the Armed Forces (including a member of the National Guard or Reserves) with a serious injury or illness incurred in, or aggravated by, service in the line of duty on active duty that may render the service member medically unfit to perform their duties.

SECTION 17: MODIFIED WORK DUTY PROGRAM

The City's Modified Work Duty Program will apply to non-introductory employees who sustain an injury or an illness at work or elsewhere which prevents them from temporarily performing their normal work duties but nonetheless leaves them with some work capacity. Modified Work Duty is considered to be a rehabilitative tool in assisting an employee in regaining or maintaining the employee's work tolerance and is used to provide an injured worker a feeling of self-worth and to help prevent post-injury or illness related emotional problems. It is the intent and policy of the City to apply the Modified Work Duty Program equally to all non-introductory City employees.

The Modified Work Duty Program is established for non-introductory City employees who are temporarily unable to perform their regular assigned work duties, as a result of a work or non-work-related disabling injury or illness subject to the guidelines below. An injured employee who is certified by their health care provider, in writing, to be eligible for participation in the City's Modified Work Duty program may be allowed to participate in Modified Work Duty that is consistent with the employee's physical abilities and limitations, as indicated by the treating physician during the employee's recovery period. The maximum time that a City employee may be permitted to participate in Modified Work Duty for any specific illness, injury or re-injury is three (3) months in any fifteen (15) month period. However, after an evaluation of all factors, including consultation with the Director of Human Resources and the employee's Department Director, in extraordinary circumstances the City Manager may, in their sole discretion, permit a limited extension of the time periods stated herein.

A. Guidelines

If an employee is approved by the Department Director and the City's Human Resources Department for Modified Work Duty, the employee's treating physician shall be required to describe, in writing, a suitable work or task assignments appropriate to the physical and mental capabilities of the employee.

When possible, approved temporary Modified Work Duty assignments that are suited to the physical limitations of the employee, as determined by the treating physician, shall be located in the employee's regular work unit or department, and shall be managed by the employee's regular Department Director (which under certain circumstances may also be referred to herein as the "Loaning Department Director").

If no suitable temporary Modified Work Duty assignment is available within the employee's regular

department, the Director of Human Resources will evaluate and report to the City Manager to coordinate the potential options for arranging alternative employment in the City and to determine if, after consideration of all factors, including potential effects on the Loaning Department, there is an available task within the City which can be safely and effectively performed by the employee in consideration of the restrictions involved. In the event the employee is provided a Modified Work Duty assignment in a different department than the one for which the employee was originally hired, the “Loaning Department Director” and the Director of Human Resources shall communicate regarding the progress of the employee and the time remaining on the Modified Work Duty assignment. Any temporary re-assignment of the employee on an interdepartmental basis shall be coordinated and approved by the City Manager and the Director of Human Resources. In the event of an interdepartmental Modified Work Duty assignment, the department to which the employee is regularly assigned shall continue to provide wages from its regularly budgeted salary account. However, the Department Director and the Human Resources Department shall periodically evaluate the potential drain on the Loaning Department’s resources resulting from the “loan” of the employee.

Employees on Modified Work Duty shall not be scheduled for overtime, standby, or compensatory time. Prescribed medical treatments, doctor's visits, and physical therapy shall be given assignment consideration. Supervisors, (whether it is the Loaning Department Director or the Receiving Department Director), will be notified of any scheduling issues and will arrange work activities in such a manner as to encourage the rapid recovery of the employee.

Employees assigned to Modified Work Duty are responsible for maintaining acceptable performance standards and for compliance with all other procedures and policies outlined in this Handbook regarding work-related duties.

It is the responsibility of the Department Director who is assigned supervisory responsibility of an employee on Modified Work Duty, (i.e., the “Supervising Department Director”, whether it is the Loaning Department Director or the Receiving Department Director), to:

- 1) Supervise the employee in a manner that encourages the employee’s recovery.
- 2) Insure, to the extent possible, that the employee meets the performance standards of the assigned position regardless of whether the position is in the employee’s regularly assigned department or a different department. The Supervising Department Director shall provide the Human Resources Director with weekly performance evaluations, as well as information on any relevant matters or changed conditions of the assignment.
- 3) Notify the City Manager and the Human Resources Department immediately if disciplinary action is indicated and assist in counseling an employee who fails to perform up to the standards of the position to which the employee was assigned.
- 4) If, after consultation with the employee, the Supervising Department Director, the Human Resources Director, and the City Manager, a determination is made that it is not feasible and/or in the best interest of the operations of the department to have the employee reassigned to temporary Modified Work Duty, the Supervising Department Director, with approval from the Human Resources Director and the City Manager, may terminate the employee’s Modified Work Duty.

- 5) Upon release by the treating physician to work without restrictions, if the employee has been on Modified Work Duty for less than three (3) months during any fifteen (15) month period, the employee shall be returned to their regular work unit and position with the City.

B. Modified Work Duty assignments are temporary, discretionary, and must be explicitly approved by the Director of Human Resources and the City Manager, if applicable, in advance of any such assignment and will be discontinued if / when any one of the following occur:

- 1) The treating physician returns the employee to full duty with no restrictions.
- 2) The treating physician temporarily prohibits the employee from continuing with a Modified Work Duty assignment, for any reason.
- 3) There is no longer any available task within the City which can be performed by the employee given the employee's current restrictions and qualifications.
- 4) The treating physician indicates that the employee has reached maximum improvement and will not be able to return to the employee's prior position, resulting in reassignment to another position or release from employment with the City.
- 5) An employee has been on Modified Work Duty for a period of three (3) months during any fifteen (15) month period, which is the maximum time allowed for an employee to remain on Modified Work Duty.

C. Procedure

The injured employee and the Director of Human Resources shall inform the treating physician of the City's policy regarding Modified Work Duty for all injured City employees.

The injured employee and the Human Resources Department shall give the treating physician the City of Bastrop's "Return to Work Evaluation Form" with the employee's job description which includes the physical demands of the employee's temporary job. In addition, the employee shall be responsible for obtaining from the Human Resources Department the appropriate forms to be completed by the treating physician – on each visit during the recovery process – and then providing same to the Director of Human Resources so that the City may continue to monitor the physical condition of the employee while on Modified Work Duty.

If the treating physician agrees to Modified Work Duty, the employee shall meet with the employee's current Department Director, who will coordinate a meeting with the Director of Human Resources and the proposed Receiving Department Director (either in person or by written communication) to discuss the appropriateness of a Modified Work Duty Program, and activities and a schedule consistent with the medical release and restrictions involved.

The City may require an employee to obtain a second opinion by a health care provider designated or approved by the City at the City's expense before approving a Modified Work Duty Program. A health care provider designated or approved by the City may not be employed by the City.

Adjustments to the employee's temporary work schedule and Modified Work Program duties will be made as dictated by common sense and the circumstances of each Loaning Department Director, Receiving Department Director, if applicable, the Human Resources Director and the employee.

When applicable, the Loaning Department Director and the Receiving Department Director will meet with the Human Resources Director to confirm that the injured employee has been assigned to a Modified Work Duty Program, and to confirm the details of such assignment. In all such cases, within twenty-four (24) hours of the assignment, the "Return-to-Work Evaluation Form" shall be completed by the attending health care provider and employee confirming the start and end dates of the Modified Work Duty assignment. Once the attending physician completes the "Return-to-Work Evaluation Form", it shall be provided to the Human Resources Department for review, and then, upon approval by the Director of Human Resources, forward to the Department Director for execution.

The employee's time sheet shall be maintained by the specific department to which the employee was assigned for Modified Work Duty.

CHAPTER 9: EMPLOYEE CONDUCT and WORK RULES

SECTION 1: INTRODUCTION

To ensure orderly and productive operations and provide the best possible work environment, the City requires employees to follow rules of conduct that will protect the interests and safety of the City, its citizens, and employees.

SECTION 2: WORK STANDARDS

It shall be the duty of each employee to maintain high standards of cooperation, efficiency, and economy in their work for the City. Employees are expected at all times to conduct themselves in a positive and courteous manner in order to promote the best interest of the City. Department Directors 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 become a problem, supervisors or Department Directors should point out the deficiencies at the time they are observed and take appropriate disciplinary action, when appropriate. Verbal counseling and informal warnings to the employee about minor deviations from City work standards are generally intended to provide sufficient time for improvement, prior to more formal disciplinary action by a supervisor or Department Director, but nothing herein shall prevent immediate formal disciplinary action, pursuant to the City's policies, whenever an employee's work standard is found to be deficient, and the interest of the City requires such action.

Appropriate employee conduct includes:

- A. Treating all customers, visitors, and coworkers respectfully and courteously.
- B. Refraining from behavior or conduct that is offensive, unproductive, or undesirable and not in the City's best interest.
- C. Reporting to management unethical or illegal conduct by others, including coworkers, suppliers, or customers.
- D. Reporting to management any threatening or potentially violent behavior by coworkers.
- E. Cooperating with City investigations.
- F. Complying with all City safety and security policies.
- G. Wearing or using clothing and protective equipment as per City rules and policies.
- H. Reporting to work punctually and as scheduled.
- I. Performing assigned tasks efficiently and in accord with City's quality standards.
- J. Giving proper notice whenever unable to work or report on time.
- K. Maintaining cleanliness and order in personal appearance, the workplace and work areas.

SECTION 3: POLITICAL ACTIVITIES

City employees will not be appointed or retained on the basis of their political support or activities. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. No City employee is prohibited from becoming a candidate for public office. However, except as may be otherwise provided by law, City employees may not:

- A. During the time that the employee is officially on duty or making a public appearance in an official capacity as a City employee, publicly endorse or campaign in any manner for or against any person seeking a City public office or public office in any jurisdiction. Private acts of support, such as liking a political page from another person's personal social media page or displaying a campaign sign are usually permissible political activities under the First Amendment. When not on duty and not in a uniform of the City, an employee may engage in political activity with respect to governments and entities other than the City.
- B. Use the employee's position or office to coerce political support from employees or citizens.
- C. Use the employee's position or office to solicit campaign contributions for a candidate.
- D. Use the employee's official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
- E. Make, solicit, or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the City Council or take any part in the management, affairs, or political campaign of any such candidate; provided nothing herein shall infringe upon the rights of employees to seek office, express their opinions, and to cast their vote. If a City employee is elected to office, the City may terminate the employee.
- F. Use working hours or City property to be in any way concerned with soliciting or receiving any subscription, contribution, or political service to circulate petitions or campaign cards / literature on behalf of an election issue or candidate for public office in any jurisdiction.
- G. Contribute money, labor, time, or other valuable thing(s) to any person for City election purposes, except as permitted by law.
- H. Hold an appointive or elective 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 (e.g., City of Smithville City Council, Bastrop ISD, Bastrop County), with or without remuneration. Upon being elected to such an office, an employee must immediately resign or will be dismissed upon failure to do so.

SECTION 4: SOLICITATIONS and ACCEPTANCE OF GIFTS PROHIBITED

- A. Solicitation of funds or anything of value for any purpose whatsoever shall not be permitted of, or by, City employees while on the job. No employee may be required to make any contribution, nor may an employee be penalized or rewarded in any way in connection with their employment according to the employee's response to a solicitation.
- B. No employee shall accept or solicit any property, service, gift, or other thing of value in excess of \$50.00 from a person, business entity or other organization regulated by, contracting with, or having any other business relationship with the City department of which the employee is a member.
- C. If a person presents a gift to a City employee as a reward for service or as an act of expressing appreciation, the employee shall report the gift in writing to their supervisor, the Human Resources Department, and the City Manager.
- D. No employee shall accept or solicit any property, service, or other thing of value in excess of \$50.00 for the benefit of the City, or any employee, or department of the City, unless approved in advance by the City Council.
- E. No employee shall personally accept or solicit cash or a negotiable instrument regardless of the amount.
- F. Violations of this policy may result in disciplinary action. Employees should direct questions regarding the prohibitions imposed by this policy to your Department Director, the Director of Human Resources, or the City Manager's office.

SECTION 5: OUTSIDE EMPLOYMENT

An employee shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or would adversely affect the employee's performance of their work responsibilities with the City. All outside employment must be reported to and approved by the Department Director and City Manager in writing, prior to beginning same. Failure to seek and obtain prior approval for outside employment shall be grounds for disciplinary action, up to and including termination.

A. Outside Jobs Coordinated Through Police Department

Police officers authorized to work part-time jobs coordinated by and through the City's Police Department must perform the outside employment in accordance with applicable Police Department procedures.

B. Prohibited Activities

Employees will not be permitted to engage in outside employment (including self-employment) or other activities that might discredit the City, result in a conflict of interest or a potential conflict of interest, or adversely affect the employee's job performance.

C. Workers' Compensation Coverage

Employees are not covered by the City's workers' compensation insurance while working for another employer.

D. Outside Employment While on Leave Prohibited

Approval for outside employment as set out in this policy does not authorize an employee on Family Medical Leave, sick leave, disability leave, workers' compensation leave, administrative leave, an unpaid leave of absence, or on restricted or light duty to engage in any outside employment. Any exceptions must be expressly authorized in writing by the Department Director and the Human Resources Department, or if applicable, by the City Manager.

SECTION 6: SEXUAL and OTHER UNLAWFUL HARASSMENT POLICY

All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. Harassment is prohibited both during work hours and at any work-sponsored social function or other event. Online harassment, including but not limited to harassment via social media, is strictly prohibited. City employees are also prohibited from engaging in unlawful harassment of other employees, citizens, vendors, and all other third parties.

To assure that the City of Bastrop maintains a workplace free of sexual harassment and intimidation, the following shall be the official policy of the City:

A. Sexual Harassment

All types of sexual harassment are prohibited, including harassment based upon pregnancy, sexual orientation, and transgender status. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, such as conditioning a raise in salary on the submission to sexual advances; or
- 2) Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, such as requiring a potential new hire to go out with a supervisor prior to extending a job offer; or
- 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, such as continuous sexually explicit comments directed at an employee.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendos; comments about bodies, sexual desirability or lack of desirability, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; gender stereotypes about women or men; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

B. Other Prohibited Harassment

In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, sex, sexual orientation, transgender status, pregnancy, national origin, age, disability, genetic information, veteran status, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited.

Harassment includes not only written or verbal comments, but any action over email, text message, or social media posting. This policy prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to e-mail, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, sexual orientation, transgender status, pregnancy, national origin, age or disability, pregnancy, genetic information, veteran status, citizenship, or any other characteristic protected by law is prohibited and will not be tolerated.

The City of Bastrop does not tolerate the harassment of any employee or non-employee by any other employee or non-employee, supervisor, manager, or Department Director for any reason. Additionally, harassment of a sexual nature is a violation of various State and Federal laws, which may subject the individual harasser to liability for any such unlawful conduct.

This policy applies to City employees, citizens, vendors, and other visitors to the workplace. Violators of this policy will be subject to immediate disciplinary action up to and including termination.

Non-employee violators of this policy will be subject to expulsion from a City of Bastrop facility when harassment occurs on City property. Furthermore, violators may be reported to the appropriate authority for civil or criminal action. Retaliation of any kind against employees who, in good faith, bring harassment complaints or assist in investigating complaints is strictly prohibited by the City.

Exercising rights under this policy shall not in any way effect an employee's right to seek relief through the Texas Commission on Human Rights, the Equal Opportunity Commission, or in a court of proper jurisdiction for any complaint for which a remedy is provided under State or Federal law.

It is the policy of the City of Bastrop to assure that the City maintains a workplace free of harassment, intimidation, and retaliation.

C. Mandatory Reporting

The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise becomes aware of possible harassment in the workplace, or who feels that harassment has occurred, or that they have been subjected to such conduct prohibited by this policy must report it immediately to the following regardless of the offender's identity or position:

- 1) Their immediate supervisor; or
- 2) the Department Director; or
- 3) the Director of Human Resources; or
- 4) the Assistant City Manager; or
- 5) the City Manager.

It is not necessary to file an informal complaint or formal grievance to complain of harassment. All complaints will be taken seriously by the City and will be handled as confidentially as possible.

Any supervisor, manager, or Department Director who becomes aware of possible conduct prohibited by this policy must immediately advise the Department Director and/or the Director of Human Resources. A formal Complaint Form is available from the Director of Human Resources.

Under this policy, an employee may report to and/or contact the Director of Human Resources directly, without regard to the employee's normal chain of command. Voice messages or e-mails may be left at any time. The following information must be provided:

[Name]
[Title]
[Work address]
[Telephone number]
[Cell phone]
[E-mail]

D. Procedure

The following steps will be taken when a sexual or other prohibited harassment complaint is reported:

- 1) The complaint will be handled by the appropriate Department Director or supervisor, Human Resources Director, Assistant City Manager, or by the City Manager. Interviews will be conducted with the complainant and the alleged harasser. Written statements may be requested. If the Department Director or supervisor is not a suitable avenue for addressing their complaint, employees are advised to contact the Human Resources Department directly.
- 2) The Department Director will forward their findings to the Human Resources Department, the Assistant City Manager, and the City Manager with a recommendation regarding actions to be taken. After reviewing the report, the City Manager will determine if further investigation is needed.
- 3) If it is determined that an investigation is not necessary, the Department Director's report, all documentation, and the City Manager's recommendation will be kept on file by the Human Resources Department.

E. Investigation

All reports of prohibited conduct will be investigated promptly and in as confidential a manner as possible. All employees are required to cooperate with the investigation and to maintain confidentiality.

- 1) If an investigation is deemed appropriate, the City Manager, City Attorney and the Human Resources Department will conduct a thorough investigation of all allegations, which may include individual interviews with parties involved and, where necessary, with City employees, other individuals, or customers, as appropriate, who may have other relevant knowledge, to obtain corroboration.
- 2) When all information relating to the complainant's allegations has been reviewed and corroborated to the extent possible, the alleged harasser will be interviewed by the City Manager, City Attorney, and the Human Resources Director. The alleged harasser will be cautioned that any attempts to retaliate against or influence the testimony of the complainant or witnesses will result in the alleged harasser's immediate termination, whether or not the underlying complaint is found to be valid.
- 3) After a thorough investigation of the allegations regarding harassment have been conducted, the City Manager will review all findings to determine, based upon the information available, the validity of the complaint.
- 4) The City Manager will determine what disciplinary action, if any, is warranted by the results of the investigation. The City Manager may consult with the City Attorney or any other members of management before rendering a decision.
- 5) The responsible Department Director and the employees involved (i.e., the complainant and the alleged harasser) will be notified of the City Manager's decision.
- 6) If an employee feels that they are in immediate danger, they should dial 911 and inform their

supervisor immediately of the call. If the supervisor is the alleged harasser, the employee should immediately inform the Human Resources Department of the call to 911.

- 7) Interviews, allegations, statements, and identities will remain confidential to the extent possible and allowed by law.
- 8) No information concerning the complaint, or any investigation will be filed in the regular personnel files of the involved employees.

F. Retaliation Prohibited

Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

G. Responsive Action

Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including termination will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated or when employees are untruthful during an investigation.

CHAPTER 10: DISCIPLINE, APPEALS, and GRIEVANCES

SECTION 1: POLICY

To ensure orderly and productive operations and provide the best possible work environment, the City of Bastrop requires employees to follow rules of conduct that will protect the interests and safety of the City, its citizens, and employees. Employees are expected 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 their personal conduct is unacceptable, appropriate disciplinary action will be taken.

The City of Bastrop will attempt to review and resolve all employee problems as promptly and equitably as possible and at the lowest possible organizational / supervisory level. All employees will be provided with a fair, expedient, objective, and consistent means of resolving work related problems.

A. Progressive Discipline

In certain instances, the City will use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available, and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance and prior disciplinary history, the employee's length of service, and any mitigating circumstances. At-will employment status is not affected by the use of the progressive discipline process. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

- 1) verbal reprimand (documented in writing)
- 2) letter of counseling
- 3) written reprimand
- 4) probation
- 5) suspension (without pay)
- 6) demotion
- 7) last chance agreement
- 8) termination

B. Documentation

All forms of discipline must be documented and placed in the employee's personnel file. In the event an employee is to be discharged, the supervisor shall forward a copy of the documentation to the Director of Human Resources for review prior to taking the action, who shall forward a copy of the dismissal to the City Manager. The Supervisor will also make a recommendation concerning the possible rehiring of the person in the future.

C. Supervisory Responsibility

All employees with the responsibility and authority to supervise and direct employees under their control shall administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct, and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; discipline their subordinates as required under their departmental and/or City policies and procedures as well as address performance appeals submitted to them as provided by policy in a professional manner, in an attempt to resolve such issues at the lowest possible supervisory level.

D. Review by Director of Human Resources

Any proposed disciplinary action in excess of an oral warning or letter of counseling must be reviewed by the Director of Human Resources prior to being given to the employee. This applies to both employees serving in the introductory period and regular employees that have completed the introductory period.

SECTION 2: GROUNDS FOR DISCIPLINARY ACTION

Disciplinary action will be imposed for violations of City or departmental policies and procedures, codes of conduct, rules and regulations, either written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulations, yet may adversely affect the City or put the health and safety of fellow employees, citizens or other third parties, at risk, may also result in disciplinary action.

Commission of any of the following offenses or similarly serious offenses may result in disciplinary action by the City Manager or Department Director, up to and including termination:

- Illegal, unethical, abusive, or unsafe acts while on duty or personal time.
- Violation of any provision of the City Charter.
- Violation of City or departmental codes of conduct, rules, regulations, policies, or procedures.
- Insubordination or otherwise refusing management's instruction concerning a job-related matter, or other disrespectful or unprofessional conduct.
- Inefficiency, incompetence, or neglect of duty.
- Violation of safety or health rules, or failure to immediately report an on-the-job injury / accident to immediate supervisor.
- Participation in prohibited political activities.
- Unauthorized soliciting while on duty.
- Unauthorized use of public funds or property.
- Absence without leave including:
 - 1) Excessive or unscheduled absenteeism;
 - 2) Repeated tardiness in reporting for work or returning from lunch or breaks;
 - 3) Failure to notify a supervisor of sick leave, vacation, or military duties;
 - 4) Repeated early departure;
 - 5) Abandonment of duties.

- Breaks in excess of the allotted time.
- Violation of smoking policy.
- Endangering the safety of other persons through negligent or willful acts.
- Failure to conduct oneself in a courteous and proper manner while on duty.
- Conviction of official misconduct.
- Falsification or alteration of timekeeping or other records, or any other official document or record including employment application.
- Being at work under the influence of alcohol, illegal drugs, or controlled substances. (If any employee is using prescription drugs that may affect their performance on the job, the immediate supervisor shall be notified at the beginning of the workday.)
- Possessing, distributing, using, selling, or transferring alcohol, illegal drugs, or controlled substances in the workplace, while on duty, or while operating City-owned equipment.
- Conduct which results in damaging City, a co-worker's, or citizen-owned equipment, tools, machines, and/or property; and failure to report such cases.
- Conduct which results in waste of City or a co-worker's materials or supplies.
- Disruptive activity in the workplace including carelessness, recklessness, or engaging in horseplay.
- Engaging in a work stoppage.
- Violation of the City's policy regarding sexual or other unlawful harassment of any person. Complaints arising from this may be referred directly to the Human Resources Department and/or the City Manager.
- Retaliation against an employee who has filed a complaint.
- Immoral conduct or indecency.
- Abuse of illness, injury, disability, or other benefits.
- Unauthorized use or disclosure of official or confidential information.
- Unauthorized or improper use of official authority.
- Failure to properly document time and attendance records.
- Failure to work within the chain of command to resolve problems and grievances.
- Coercion, intimidation, engaging in or threatening acts of workplace violence, including but not limited to:
 - 1) Possessing weapons on City time, City premises, or while on City business (except for licensed peace officers required to carry a weapon as part of their job duties or employees with concealed handgun licenses with permitted weapon locked in their personal vehicle);
 - 2) Fighting, provoking, or instigating a fight, or assaulting co-workers, City officials, customers, or visitors;
 - 3) Threatening or intimidating a co-worker, City official, customer, or visitor.
- Theft or unauthorized removal, destroying, defacing, or misusing City property or other property not belonging to the employee.
- Misusing the City's communications systems, including electronic mail, computers, Internet access, telephones, and cell phones provided by the City.
- Failing to wear assigned safety equipment or failing to abide by safety rules and policies.
- Using profanity, abusive language, or slurs.
- Sleeping on the job without authorization (except for Fire Department personnel who are governed by applicable Fire Department Rules and Regulations).
- Gambling on City property.
- Interfering with work schedules or another employee's ability to work.

- Making or publishing false, vicious, or malicious statements about the City, or a City employee, City official, or citizen, or others.
- Unsatisfactory performance or conduct.
- Discourteous treatment of the public.
- Violation of local, state or federal law.
- Conviction of a felony, including reasonable belief employee has committed a crime under Texas Penal Code or Class A or B misdemeanor involving moral turpitude, or repeated conviction of Class C misdemeanor charges, or any crime.
- Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension.
- Outside employment that conflicts with, or potentially conflicts with, City interests.
- Acceptance of payment of any kind for activities related to City Employment.
- Failure or refusal to follow lawful orders.
- Dishonesty, including misrepresentation during the hiring process.
- An accumulation of minor infractions.

The foregoing offenses are by way of example only and are not intended to limit the City's right to discipline an employee. Employment with the City is on an at-will basis and may be terminated at any time, either by the employee or by the City, with or without cause.

SECTION 3: TYPES OF DISCIPLINARY ACTION

Formal disciplinary action shall be consistent with the nature of the deficiency or infraction involved and the prior performance record of the employee. Formal disciplinary actions include verbal reprimands, written reprimands, suspensions, reductions in pay, demotions, dismissals, restitution, counseling, or mandatory corrective education / training. Any of the foregoing types of formal disciplinary action may be invoked for a particular deficiency or infraction, depending upon the circumstances involved. Nothing herein shall prohibit an employee's supervisor or manager from also using informal disciplinary action, such as oral reprimands. Informal disciplinary actions shall be documented in the employee's official personnel file.

Supervisory personnel are encouraged to consider the following as normal disciplinary transitional steps, in situations requiring disciplinary action:

- A. Verbal Reprimands with records of each warning being noted in the employee's personnel file;
- B. Written Reprimands which the Department Director must in all cases cause to be transmitted through the City Manager and placed in the employee's personnel file;
- C. Suspension with or without Pay or Reduction in Pay;
- D. Demotion and/or Dismissal.

Nothing herein is intended to negate or otherwise interfere with the authority and responsibilities of a superior to take whatever level of disciplinary action they believe appropriate, based upon the relevant circumstances under review.

SECTION 4: VERBAL REPRIMAND

When an employee is not meeting the City's standards of conduct or performance, the employee's supervisor

should meet with the employee to discuss the matter. During the meeting, the supervisor should inform the employee of the nature of the problem and the action(s) that the employee must take to correct it. The supervisor should prepare a "Memorandum of Verbal Reprimand" for inclusion in the employee's personnel file indicating the date the meeting took place, stating the reason the verbal warning was given and the corrective action required. The Memorandum should be signed by both the supervisor and the employee, acknowledging the employee's receipt of a copy of the Memorandum. Refusal of the employee to sign the Verbal Reprimand should be noted on the disciplinary form by the employee's immediate supervisor. (Ex. "Employee refused to sign reprimand on ___ date" with the supervisor's signature beside the statement).

SECTION 5: WRITTEN REPRIMAND

In the interest of good discipline, an employee may be formally reprimanded in writing. A Written Reprimand shall describe the deficiency or infraction involved, state the corrective action required by the employee, and shall state the likely consequence of further unsatisfactory performance and/or conduct. The Written Reprimand should be signed by the employee stating that the employee was personally notified of the Written Reprimand. A copy of the Written Reprimand will be kept in the employee's personnel file. Refusal of the employee to sign the written reprimand should be noted on the disciplinary form by the employee's immediate supervisor. (Ex. "Employee refused to sign reprimand on ___ date" with the supervisor's signature beside the statement.)

SECTION 6: SUSPENSION

When necessary for disciplinary purposes, an employee may be suspended from employment with the City, either "with" or "without" pay. An employee may be suspended without pay for up to thirty (30) calendar days, in any one (1) calendar year. There is no limitation on the number of days an employee may be suspended with pay, for disciplinary purposes. A written "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. No vacation, sick leave, City holiday or other leave time may be used by an employee during a suspension.

When an employee is under investigation for a crime or official misconduct or is awaiting hearing or trial in a criminal matter, the employee may be suspended either with or without pay for the duration of the proceedings, when such suspension would be in the best interest of the City and the public. The Department Director shall notify the City Manager in writing regarding recommendation concerning the suspension of an employee in that Department. The City Manager's decision as to whether the suspension shall be "with" or "without pay" shall be final. If the investigation or proceedings clear the employee, the employee shall be eligible for reinstatement with full pay and benefits restored, if the suspension was "without pay."

A supervisor shall have the authority to temporarily relieve any employee from work for the balance of the working day if the employee, by continuing to work, would tend to interfere, disrupt, or impair the operation of the department. In such cases, the supervisor should immediately notify the City Manager, in writing, of any such temporary action taken and provide full details concerning same. The City Manager, after consulting with the supervisor, shall determine whether the suspension should be continued, and whether the suspension, if continued will be "with" or "without" pay.

SECTION 7: ADMINISTRATIVE LEAVE

During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay and may be charged to available accrued leave if authorized by the City Manager.

SECTION 8: DISCIPLINARY DEMOTION / PAY REDUCTION / 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 performances and/or conduct. The demotion shall be permanently noted in the personnel file, but the employee shall not be disqualified from consideration for later advancement.

In the interest of good discipline, an employee's pay may be reduced, as is determined by the City's management to be reasonably appropriate in light of the deficiency or infraction involved. 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 personnel file, but the employee shall not be disqualified from consideration for later pay increases.

An employee may also be dismissed from the City in the interest of good discipline. A notice of dismissal must be given to the employee, which describes the deficiency or infraction involved. A copy of the notice shall be placed in the employee's personnel file. At the time of dismissal, the employee shall be notified, in writing, of the employee's rights to appeal the dismissal pursuant to these policies.

SECTION 9: APPEALS OF DISCIPLINARY ACTION

Disciplinary actions taken under this chapter may be appealed, in writing, to the City Manager, within five (5) working days after the employee receives actual or constructive notice of the disciplinary action issued. The disciplinary action taken by the supervisor may either be stayed, pending a final decision on the employee's appeal, or it may take effect at the time it is issued, as determined by the City Manager.

The City Manager, after conducting a thorough investigation of the facts and circumstances, shall have broad authority to approve, disapprove, modify, or rescind any disciplinary actions taken or proposed. The City Manager shall attempt to resolve the issue with expediency and will, when feasible, notify the employee of the status of the appeal within ten (10) calendar days of completing the investigation. The City Manager's decision shall be final.

Disciplinary actions for employees working directly under the City Manager, taken under this chapter may be appealed in writing in the form of a Request for Reconsideration submitted to the Director of Human Resources within five (5) working days after the employee receives actual or constructive notice of the disciplinary action issued. The disciplinary action taken by the City Manager may be stayed, or modified, or it shall take effect at the time it is issued, at the City Manager's sole discretion. The City Manager's determination on a Request for Reconsideration shall be final, and no further appeals are available.

A. Appeal Rights

Positions classified as Director level and above have no right of appeal for any type of disciplinary action, including termination. Employees serving in the introductory period have no right of appeal for disciplinary action taken against them.

SECTION 10: GRIEVANCE PROCEDURES

A. Grievance Definition

Employee complaints of inconsistent and/or unlawful treatment, interpretation and/or application of City or departmental policies, procedures, or practices; and retaliation.

B. General Policy

The purpose of the Grievance Procedure is to afford employees a systematic means of obtaining satisfactory resolution of concerns or problems as quickly and informally as possible.

C. Matters Subject to Grievance

Any alleged violation(s) of City rules, regulations, and/or established policies; any alleged improper treatment of an employee; or any decision affecting an employee's continued employment is considered to be a matter subject to review through the grievance procedure.

D. Matters Not Subject to Grievance

Matters which may not be addressed through the grievance process include, but are not limited to, compensation; work methods; equipment; hours of work; services provided; staffing levels and position classifications. A decision may be made at any step in the grievance process that the matter involved is not subject to grievance.

E. Procedure

Employees wishing to submit a complaint or grievance are encouraged to try to resolve them by first discussing them directly with their supervisors. The City recognizes however, that not all problems can be resolved in this manner, and employees may sometimes be reluctant to approach their supervisors. [e.g., When an employee's grievance involves the employee's direct supervisor, the employee may initiate the grievance process by taking the complaint directly to the member of the management team immediately above the supervisor at issue.]

After consideration of an employee's concern the supervisor / Department Director will take appropriate action utilizing the following guidelines:

Step One: An employee who has a problem is responsible for verbally reporting the problem (i.e., using an "informal grievance process") to the employee's immediate supervisor within five (5) working days of

the date the problem became known to the employee, seeking a resolution to the grievance. The supervisor must deliver a response, in writing, to the employee within ten (10) working days after receiving the informal grievance.

Step Two: If the grievance is not satisfactorily resolved using the above informal process, the employee shall submit the grievance, in writing, to the immediate supervisor within five (5) working days after receiving the written response to the prior informal decision from the immediate supervisor. Upon receipt of the written (i.e., “formal”) grievance, the supervisor must deliver a response, in writing, to the employee within ten (10) working days after receiving the formal grievance.

Step Three: If the formal grievance is not satisfactorily resolved at the second step, the employee may submit the grievance in writing to the Department Director within five (5) working days after the supervisor’s decision in Step Two is received. The Department Director shall deliver a written response to the employee within fifteen (15) working days after receiving the formal grievance.

Step Four: If the formal grievance is not satisfactorily resolved at the third step, the employee may submit the grievance in writing to the City Manager within five (5) working days after the Department Director’s decision in Step Three is received. The City Manager shall deliver a written response to the employee as soon as feasible and, unless circumstances prevent it, shall attempt to provide a written response within fifteen (15) working days after receiving the grievance. The City Manager’s response shall be final.

F. Miscellaneous Provisions:

- 1) Time Limits: Time limits specified above may be extended, based on the schedules of parties involved, or by mutual agreement of the employee and the reviewer concerned. The City Manager may refer the complaint / grievance for investigation to the Human Resources Department and the City Attorney prior to the City Manager’s consideration. When an investigation becomes necessary, the response time noted above may be extended without written prior notice, in order to assure that all employees’ due process rights are protected. Under such circumstances, the parties involved will be notified of the anticipated investigation and/or response times involved.
- 2) No Reprisal: Every employee is assured of freedom from reprisal for using the Grievance Procedure.
- 3) Dismissal of Grievance: Failure to comply with the proper Grievance Procedure as specified in this rule may be cause for immediate dismissal of the grievance.

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 City government and damage to the reputation of the City among its citizens, the employee shall use this grievance procedure.

CHAPTER 11: NON-DISCIPLINARY SEPARATIONS

The City designates all employee separations as one of the following types:

SECTION 1: RESIGNATION

An employee may leave the City service in "good standing" by submitting their resignation to the employee's supervisor, in writing, at least ten (10) working days prior to their last day of work. The employee's supervisor is responsible for immediately notifying the Human Resources Department upon receipt of any notice of resignation. The Department Director may waive any portion of the notice period related to a non-disciplinary separation. An employee resigning without the required notice is ineligible for reinstatement or future employment with the City.

SECTION 2: RETIREMENT

Eligible employees may elect to retire from City service in accordance with applicable retirement programs. The employee must notify the Department Director, supervisor, and the Director of Human Resources, in writing at least thirty (30) days prior to the date of retirement. The Texas Municipal Retirement System (TMRS) Application for Retirement must be in the TMRS office no later than the day of intended retirement date to lock in the in-service-date.

A. Retiree Health Coverage

An employee who retires from City employment and who is entitled to receive retirement benefits from TMRS, is entitled to purchase continued health benefits coverage for the retiree and eligible dependents unless the person is eligible for group health benefits coverage through another employer. To receive continued coverage under the plan, the employee must so inform the Director of Human Resources on or before the date of retirement. If the employee elects to continue coverage for the retiree and/or any eligible dependents and later elects to discontinue such coverage, the retiree and/or dependent is no longer eligible for coverage. An employee can elect retiree coverage only if covered under the plan at the time of retirement. Similarly, a retiree may elect to cover only those eligible dependents who were covered under the plan at the time the employee retired. A person who was not covered under the plan at the time of the employee's retirement is not eligible for retiree coverage. The City may provide for a different monthly premium rate(s) for retirees who elect to continue health benefits coverage. The City may substitute Medicare supplement health benefits coverage as the coverage provided for a person who receives health benefits coverage, including an eligible dependent, after the date the person becomes eligible for federal Medicare benefits. A person who is entitled to retiree group health coverage must make payments for the coverage at the same time and in the same manner as current City employees.

SECTION 3: DISMISSAL / TERMINATION

The City may terminate an employee's employment because of unsatisfactory performance or conduct, or violation of City policies or procedures, including a new hire who fails the Introductory Period. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance, pending results

of an investigation, or conduct, or violation of City policies or procedures, are not eligible for rehire.

SECTION 4: JOB ABANDONMENT

An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered to be absent without leave which constitutes abandonment of duties. An employee who is absent without leave may be considered to have voluntarily resigned their employment with the City, and such resignation shall be effective on the date the absence without leave began. In such cases, the employee's separation shall not be considered "in good standing".

SECTION 5: LONG-TERM ABSENCE

Leave of absence beyond twelve (12) weeks may be granted if it is a reasonable accommodation justified by medical necessity. This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act.

SECTION 6: DISABILITY OR INCAPACITY

The City of Bastrop adheres to the guidelines set forth by Title I and Title V of the Americans with Disability Act as Amended (ADAAA), which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in State and local governments, and as enforced by the Equal Employment Opportunity Commission (EEOC). An employee may be separated when, for physical or mental reasons, the employee cannot perform the duties of the job and no reasonable accommodations can be made that enable the employee to continue to perform the duties of the job, as required by the ADA.

Separation for incapacity shall not be considered a disciplinary action and shall not operate to deny any employee the use of any accrued illness, injury, disability, or other benefits. If the employee is qualified and able to perform another job in the City service, and such a position is available and does not require displacing another employee, the disabled employee shall be placed in that job before the employee is dismissed from the City service.

SECTION 7: REDUCTIONS IN FORCE / REORGANIZATION

An employee may be separated from employment with the City when it is deemed necessary by reason of the employee's position is abolished or when there is either a lack of funds or work, or other material change in the duties of the organization, or for other reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee. When reductions in force are necessary, the following factors, in order of importance, will be considered:

- A. **First Priority:** The performance record of each employee
- B. **Second Priority:** Qualifications of the employee for remaining positions
- C. **Third Priority:** Seniority

SECTION 8: DEATH

If a City employee dies, the designated beneficiary or estate will be paid all earned pay and payable benefits.

SECTION 9: EXIT INTERVIEWS and RECORDS

The City usually provides separating employees with an exit interview prior to their last day of work. The purpose of the exit interview is to finalize all compensation due, return City equipment, provide explanation of any continuing benefits, review employment history, discuss the reason(s) for the separation, and solicit constructive feedback to improve the City. Exit interviews are conducted confidentially by the Director of Human Resources. Information discussed during the exit interview may be shared with the City Manager's office and acted upon as deemed appropriate by the City. An employee who is leaving the City employment shall discuss the reasons for separation in an exit interview with the Human Resources Department whenever possible. Reasons for the separation shall be stated in writing and must be signed by the supervisor and initialed by the employee, except in unusual or emergency circumstances. The Department Director (or designee) is responsible for promptly notifying the Director of Human Resources of all separations, arranging for the exit interview, and providing documentation of receipt of all departmental and/or City property from the exiting employee.

Final payment of compensation may be withheld pending return of City property, completion of necessary paperwork, and other requirements of separation.



CHAPTER 12: PERSONNEL RECORDS

SECTION 1: PERSONNEL FILES and RECORDS

The Human Resources Department will maintain personal work history records for each active City employee. Records will also be maintained on past City employees for not less than the period required by law and pursuant to the City's Record Retention policy. An employee's personnel records are available for inspection in the Human Resources Department by the employee, any individual authorized by the employee, the employee's immediate supervisor, Department Director, or designee. The Human Resources Department will not release personnel records to individuals or agencies outside the City, except as required by law.

Employee personal work history records maintained within each department are subject to the same provisions as those records maintained by the Human Resources Department. An employee, at all times, has a right to inspect any and all documentation made a part of the employee's personal work history records and may, at any time, submit personal work history information, which will be included into the employee's official records [e.g., continuing education material or certifications relevant to position held and upon approval by the Human Resources Department]. Employees will be given a copy of any written record of a disciplinary action or performance counseling that is made a part of their personnel file.

SECTION 2: STATUS CHANGES OR NEW HIRES

Department Directors shall submit to Human Resources, for review, recommended changes in personnel status. Any request for change of an employee's status, or requests to hire new employees will be approved by the supervisor and the Department Director, prior to making any commitments to existing employees or prospective new hires.

SECTION 3: PERSONNEL REPORTS

Department Directors shall be responsible for providing the Human Resources Department with all necessary employee reports and records associated with personnel management for their department, in compliance with the requirements of this policy. Such records and reports shall include, but not be limited to, certification updates, Personnel Action Forms, performance reports, counseling records, and written reports related to disciplinary actions. Failure to do so may result in formal disciplinary action of Department Directors and/or supervisors who have these responsibilities.

The Human Resources Department and/or Department Directors shall prepare such narrative reports, statistical summaries, and other personnel reports as necessary or desirable to provide useful information to the City Manager and Council.

SECTION 4: PERSONNEL ACTION FORM

The Personnel Action Form (PAF) is the official document for recording and transmitting each personnel action to the personnel file. The PAF is used to promote uniformity in matters affecting position title, classification, pay range and step, salary and other actions affecting the employee's status. Each PAF becomes part of employee's permanent file. Copies of all PAFs are provided to the employee involved.

SECTION 5: CONTENTS OF PERSONNEL FILES

The City's Goal is for each employee's personnel file to contain the following:

- A. Employment Application;
- B. Acknowledgement and Receipt of Employee Handbook signed by the employee acknowledging review of personnel policies and procedures;
- C. Complete performance evaluation records;
- D. Records of any citation for excellence or awards for good performance;
- E. Records of any reprimands or other disciplinary actions;
- F. Any other pertinent information having a bearing on the employee's status or performance;
- G. A copy of applicable Job Description(s), signed by the employee;
- H. Personnel Action Forms;
- I. Public Access Option Form signed by employee.

SECTION 6: LEAVE RECORDS

Official records of vacation and sick leave accrual and usage will be kept for each employee by the Finance Department. Leave records will be kept and maintained in accordance with state and federal law.

SECTION 7: CONFIDENTIALITY OF MEDICAL INFORMATION

Federal law requires that the City maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the City maintains a separate medical file for each employee. The Director of Human Resources maintains these confidential medical files.

Examples of information that may be provided to the City by an employee or the employee's health care provider, and maintained in the confidential medical file, include, but are not limited to:

- A. A note to justify an absence;
- B. A note to request leave;
- C. A note to verify the employee's ability to return to work;
- D. Medical records to support a claim for sick pay or disability benefits;
- E. Insurance records;
- F. Workers' compensation records; and
- G. Medical history records

The City does not request genetic information from an applicant, employee, or health care provider. The City discourages health care providers from sending genetic information. Any genetic information inadvertently sent to the City will be returned to the health care provider.

When an employee provides information to the supervisor, the supervisor is expected to share the information only on an "as needed" basis with other members of management.

Employees must also respect the privacy and confidentiality of other coworkers' medical information. Employees are expected to use discretion and judgment when dealing with such information.

CHAPTER 13: EMPLOYEE BENEFITS

SECTION 1: MEDICAL INSURANCE / DENTAL INSURANCE

A. Medical Insurance

All full-time employees (30 hours per week or 130 hours per month) and all retired employees are provided medical insurance benefits. Employees working thirty (30) hours or more per week will pay 25% of the cost, with the City paying the remaining 75% of costs. Effective June 1, 2015, the City will contribute 100 percent of the retired employee's cost of participation in the City's group health insurance plan if, at the time of resignation or retirement, the retired employee:

- 1) Has completed 25 years of service with the City of Bastrop; and,
- 2) Is at least 58 years of age; and,
- 3) Retires in good standing with no active investigation or pending allegations of misconduct; and,
- 4) Elects to continue coverage prior to or on the last date of employment. (Refer to Executive Orders.)

Coverage shall begin sixty (60) days from the date of employment (first of the month), except for Department Directors and the City Manager, in which case coverage shall begin immediately (first of the month). 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. Coverage for other family members is at the option of and payable by the employee through payroll deductions at the prevailing rates.

B. Dental Insurance

All full-time employees (40 hours per week) are provided dental insurance benefits. Coverage shall begin sixty (60) days from the date of employment for all employees (first of the month), except for Department Directors and the City Manager, in which case coverage shall begin immediately (first of the month). Coverage for other family members is at the option of and payable by the employee through payroll deductions at the prevailing rates.

C. Part-Time Employee Coverage

Part-time employees (pro-rated 20 hours or more per week) will have the option of having medical and dental insurance if they wish to pay 50% of the cost of the policy. The City will pay the remaining 50% of the policy costs. Employees working thirty (30) hours or more per week will pay 25% of the cost, with the City paying the remaining 75% of costs for dental insurance. Full-time and part-time employees will be defined by the insurance plan in effect.

The terms and conditions of the level of medical / dental coverage may be changed, amended, or modified on an annual basis by the City Council.

SECTION 2: LIFE INSURANCE and LONG-TERM DISABILITY INSURANCE

A. Life Insurance

The City provides group life insurance coverage for all full-time employees and all retired employees, in a coverage amount determined by the City. Coverage shall begin upon sixty (60) days from the date of employment (first of the month), except for Department Directors and the City Manager, in which case coverage shall begin immediately. The cost of providing this insurance to employees is paid by the City. The life insurance is payable in the event of death of an employee. Payment will be made to the beneficiary designated by the employee. Full-time and part-time employees will be defined by the insurance plan in effect.

B. Long-Term Disability

The City also provides a Long-Term Disability (LTD) benefit for all full-time employees. Coverage shall begin sixty (60) days from the date of employment (first of the month) except for Department Directors and the City Manager, in which case coverage shall begin immediately. The cost of providing this insurance to employees is paid by the City. The coverage provides income replacement benefits when you become disabled, as that term is defined by the policy provider. When the insurance company receives satisfactory proof of disability, LTD monthly benefits according to the terms of the policy will be paid.

C. Part-Time Employee Coverage

Part-time employees working twenty (20) hours or more per week will have the option of having life / long term disability insurance if they wish to pay 50% of the cost. The City will pay the remaining 50% of the cost. Part time employees working thirty (30) hours or more will have the option of having life insurance if they wish to pay for 25% of the cost. The City will pay the remaining 75 % of the cost.

SECTION 3: WORKER'S COMPENSATION INSURANCE / INJURY WAGE CONTINUATION BENEFITS

A. Eligibility for Workers' Compensation

Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees and volunteers of the City are covered by workers' compensation insurance.

Any City employee injured as the result of duties performed in the course of the employees' job shall be eligible to receive workers' compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, from the City's insurance carrier at no expense to the employee.

Injuries not directly related to or caused by a specific accident or incident that occurred in the performance

of the employee's job duties for the City, injuries occurring while an employee or volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers' compensation plan.

B. Accident and Injury Reporting Procedures

1) Medical Attention

When an employee is injured on the job, the City's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment, if necessary, from the Approved Doctor List (ADL), as provided by the Texas Municipal League and in compliance with the City's reporting requirements.

2) Reporting and Documentation

The employee's supervisor is responsible for notifying the Human Resources Department immediately upon being made aware of an employee's involvement in an accident and/or injury. This timely notification is critical.

The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit the City's Accident Report, First Report of Injury or Illness and any other related information to the Human Resources Department no later than the next business day after the injury was occurred, or no later than 9 a.m. on Monday for injuries occurring over the weekend.

If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise Human Resources of these circumstances. The decision of whether or not an injury will be covered by workers' compensation will be made by the Texas Municipal League and not by the City.

If the employee's treating physician recommends convalescence at home, the employee is required to report to the Human Resources Department each Friday. For every doctor's office visit, the employee is required to obtain from their doctor a completed Work Status Report, which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment. It is the employee's responsibility to ensure that a copy of the Work Status Report is forwarded to the Human Resources Department and to the supervisor. Failure to report to Human Resources as required may result in disciplinary action, up to and including termination.

3) Returning to Work

The employee is to return to work immediately after treatment unless the employee's physician provides documentation of the employee's inability to perform the essential duties of the job in either

a regular or modified duty capacity. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another department.

All modified duty assignments must be approved by the Human Resources Director to ensure compliance with the City's policies, the physician's restrictions / release, the Americans with Disabilities Act (ADA,) the Americans with Disabilities Act as Amended (ADAAA), and other applicable laws.

4) Maximum Time Limits

Subject to other restrictions, limitations, and earlier terminations as applicable, in particular circumstances, the City will hold open an employee's position, following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City. Twelve (12) weeks of this period will be deemed leave under the Family and Medical Leave Act (FMLA), running concurrently with the employee's worker's compensation leave. The Director of Human Resources will engage in discussions of any reasonable accommodations that may assist the employee in performing the essential functions of the job. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform. If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position, or if the employee declines to accept another position, employment with the City will be terminated.

5) Injury Wage Continuation Benefits

Subject to the provisions set forth below, paid employees who sustain physical injury on the job will receive wage payments as injury wage continuation payments, separate and distinct from and in addition to worker's compensation payments, during such time as an appropriate, health care provider certifies that the employee is not able or should not return to regular or full-time work due to the injury.

Wage continuation benefit payments shall not be charged against sick leave or vacation leave until supplemental wage continuation benefits have been exhausted. The total amount paid an injured employee while absent from work, including any combination of worker's compensation benefits, wage continuation benefits, sick leave, vacation leave, and wages for work performed, shall not exceed one hundred percent (100%) of full pay which the employee should have received for such period at the employee's regular hours and rate of pay. All checks received by the employee from the insurer during this time must be submitted to the Human Resources Department, who will in return ensure that the employee receives 100% of the applicable pay. In no event shall the total amount of wage continuation benefits paid to an employee as the result of any incident resulting in physical injuries (including any later aggravation, relapse, or re-injury) exceed 12 weeks at 100%. While off work and drawing injury wage continuation benefits, an injured employee shall continue to accrue vacation and sick leave at the regular rate.

Injury wage continuation benefits shall be administered under the following rules:

- a) The term "physical injury" as used herein, shall mean an injury to the physical structure of the body or a part thereof including any subsequent aggravation or reinjury that occurs while the employee is acting in the course and scope of their employment and shall not include any illness, disease, or infection except such illness, disease, or infection as is directly caused by and naturally results from a physical on-the-job injury. Injuries that occur while traveling to and from work, while acting beyond the scope of employment, while engaged in horseplay, while attending to personal matters and partly in employment matters, shall not be deemed injuries so as to qualify for this supplemental benefit.
- b) During the time an employee is unable to work and is authorized to be off duty due to a physical injury, the employee will be paid injury wage continuation benefits for a period not to exceed 12 weeks, in an amount not to exceed the difference between their regular pay and their workers' compensation benefit payment in accordance with the maximum limits established herein.
- c) An employee with a physical injury who is able, as determined by the treating physician, to perform light duty may be required to do so for the employee's original department or another department as determined appropriate by the City.
- d) If an injured employee is unable to perform the regular work duties and tasks of the employee's position for a period of six (6) months or more, the City Manager, upon a determination of City need, may permanently fill the employee's position and terminate the employment of the employee. The terminated employee may be reinstated in a position as similar to the employee's former position as is available.
- e) An employee who does not qualify for injury wage continuation benefits, or whose benefits are used up before being released to duty by the treating physician may take their accrued sick leave and/or vacation leave, to equal 100% of regular pay. If the employee is receiving weekly worker's compensations payments, then sick and vacation leave may be taken in an amount necessary to make up the difference between such payments and full regular pay. An employee who has used all accrued sick and vacation leave, and injury wage continuation benefits before being released to duty by the treating physician may be granted a leave of absence without pay for a reasonable period upon recommendation of the Department Director and approval by the City Manager.
- f) An employee who is physically able and who fails to report any on-the-job injury, however minor, within twenty-four (24) hours after it occurs to the employee's supervisor and take such first aid treatment as may be necessary shall not receive or be eligible for injury wage continuation benefits. When an employee is injured on the job, the employee shall complete a written accident report as soon as possible and submit it to the Department Director with a copy to the Human Resources Department. Refusal to assist the City with completing and filing proper documentation of on-the-job injuries may result in disciplinary action, when appropriate.
- g) Documented abuse of the City's worker's compensation and leave benefit program and policies will result in disciplinary action up to and including termination.

SECTION 4: GROUP HEALTH CONTINUATION COVERAGE (COBRA)

COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation coverage.

Under COBRA, employees may elect COBRA continuation coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must notify the City within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan at the Human Resources Department.

SECTION 5: SOCIAL SECURITY / MEDICARE

All employees of the City are covered under the Federal Insurance Contributions Act (FICA). This type of government insurance, known as "Federal Old Age and Survivor's Insurance", provides benefits for retirement and disability.

This insurance is financed through payroll deductions by the employee and the City's matching contributions.

SECTION 6: UNEMPLOYMENT INSURANCE

The City is a participant in the Texas Unemployment Compensation Insurance program, which provides payments for unemployed workers in certain circumstances as provided by law. All employees of the City are covered under the state's Unemployment Compensation Insurance program.

SECTION 7: RETIREMENT and IN-SERVICE DEATH BENEFITS

The City of Bastrop is a member of the Texas Municipal Retirement System (TMRS). The purpose of TMRS is to provide a plan for the retirement and disability of employees of Texas municipalities. Participation in TMRS is compulsory for all full-time employees and all part time employees who work at least 1,000 hours per year. Coverage shall begin on the first (1st) day of employment. The employee will contribute six percent (6%) of their salary through payroll deductions into the retirement plan, with the City matching this amount on a 2 to 1 basis. Employee participation is mandatory.

In addition to the retirement plan, the City also provides an "In Service Death Benefit" for its employees' participation in the TMRS. This death benefit is payable to the designated beneficiary upon 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 by the City at no cost to the employee.

SECTION 8: TERMINAL ILLNESS BENEFIT

The City of Bastrop Terminal Illness Benefit allows employees with a terminal illness to apply for a terminal illness benefit after all other vacation, sick leave, catastrophic leave, and any other earned or available leave time has been exhausted. The terminal illness benefit is limited to a maximum of 520 hours / lifetime total, per employee.

Employees wishing to request the terminal illness benefit must meet the following guidelines:

- A. Must be a permanent full-time City employee.
- B. Must have a terminal illness, which has caused you to exhaust all paid leave balances (including vacation, sick leave, catastrophic leave, and any other earned leave time).
- C. Must complete a City of Bastrop Terminal Illness Benefit Request Form and provide the requested information from the employee's physician.
- D. Must have demonstrated a strong desire to return to work for the City.
- E. Must have a minimum of 20 years of service with the City. This service does not have to be continuous.
- F. This benefit terminates if employee is not physically at work for the City for at least 70% of any calendar year in which they are receiving the benefit.
- G. If the employee is unable to complete any portion of the application process for the terminal illness benefit, they must designate a representative from their department to act on their behalf.
- H. Once the application is completed, it must be submitted to the Human Resources Department to determine your eligibility as an applicant for the terminal illness benefit. It is then submitted to the City Manager for review. The City Manager then determines whether the employee qualifies to receive the terminal illness benefit.



CHAPTER 14: TRAVEL POLICY

SECTION 1: APPLICABILITY OF TRAVEL POLICY

This policy is applicable to all City employees and Elected Officials. It is the City's policy to pay for, or reimburse, all reasonable and necessary expenses incurred by an employee or elected official when the employee or elected official travels on City related business outside of the City limits in accordance with this policy.

All travel related expenses and reimbursements are subject to budget limitations and authenticated expenses.

SECTION 2: AUTHORIZATION REQUIRED

The City Manager shall authorize travel leave, advances, and expenses for City Department Directors for City business to be conducted outside of the City limits. Department Directors (or designee) shall be responsible for approving all travel leave, advances, and expenses for employees within their department.

The City Secretary shall verify that funds are available and sign off on travel advances and expenses for Elected Officials on City related business to be conducted outside of the City limits.

SECTION 3: REQUESTS FOR TRAVEL

All travel requests must be submitted and approved by the City Manager and/or the Department Director (or designee), a minimum of two (2) weeks prior to the travel date utilizing the City of Bastrop "Travel and Authorization Expense Form" (Travel Authorization Form) specifically provided for that purpose, as required by the Finance Department. Failure to provide requisite and timely documentation in accordance with this Section and Section 4 of this Chapter, may result in discipline, including but not limited to forfeiture of travel expenses and a revocation of future travel privileges. Department Directors shall confirm by signature on the Travel Authorization Form that the employee's absence (Department Director's absence, if applicable), will not affect the management or operation of the department. Any employee traveling on official City business shall advise their supervisor as to where they can be reached while out of the City.

SECTION 4: TRAVEL ADVANCES / RETURN OF UNEXPENDED FUNDS / REPORTS

A. Travel Advances

Travel advances will be drawn from the Finance Department by employees traveling on City business. Travel advance requests for the projected cost of the authorized travel must be submitted to the Travel Coordinator of the respective department at least fifteen working (15) days in advance of travel. The Travel Coordinator will complete and submit the "Travel Authorization Form" requesting the advance to the Finance Department in accordance with Finance's payment processing schedule. The Travel Coordinator will also pre-pay all registration fees, lodging costs, and air fare.

Travel advances are not considered documentation of travel expenses. All unexpended, unauthorized,

or unapproved travel advanced funds must be reimbursed to the City. Reimbursements must be remitted along with the Travel Authorization Form to the Travel Coordinator of the respective department in accordance with Subsection B of this Section. Authorized expenses in excess of advanced funds received will be reimbursed with proper approval.

B. Reports

Upon completion of travel, a Travel Authorization Request Form accounting for all expenditures of City funds must be completed. Return of all unexpended, unauthorized, or unapproved travel advanced funds, must be filed with the Travel Coordinator of the respective department and submitted to the Finance Department within two (2) working days following the trip. Receipts for all expenses, including hotel bills and registration fees, must be attached to the Travel Authorization Request Form. Failure to submit the completed Travel Authorization Request Form as required will subject the employee to a payroll deduction for any funds advanced. All cash advance and expenditure reports shall be submitted on forms provided for that purpose as required by the City Manager.

SECTION 5: PERSONAL CREDIT CARDS

City credit cards will be used for travel, when available. Personal cards may be used by employees for City of Bastrop travel related expenses when absolutely necessary due to an emergency or other unanticipated or unplanned occurrence. At the discretion of the City Manager, a violation of this section may result in the forfeiture of all expenses charged to the employee's personal credit card.

SECTION 6: TRANSPORTATION

When travel is required for City business, the most efficient and economical mode of travel must be used. A City vehicle or personal vehicle may be used when travel distances are within a two hundred fifty (250) mile radius of the City. For travel beyond a two hundred fifty (250) mile radius, air transportation may be approved as authorized by the City Manager.

All approved transportation expenses will be reimbursed, when properly documented, as follows:

- A. **Personal Vehicle:** Employees authorized to use their personal vehicle for travel on City business will be paid on a per mile basis equivalent to the current IRS mileage reimbursement rate; or will be paid the equivalent of a coach airline fare, whichever results in the lower cost to the City. Mileage will be reimbursed only for the difference in miles from the lesser of the two:

Total miles from the City of Bastrop to the business-related destination or event; or,
Total miles from the employee's residence to the business-related destination or event.

- B. **City Vehicle:** When a City vehicle is used, all expenses incidental to the use of such vehicle (gasoline, oil, repairs, etc.) shall be reimbursed. Receipts are required for reimbursement.
- C. **Parking / Toll Fees:** Reimbursement will be made for the cost of parking and toll fees. Receipts are required for reimbursement except for coin fed parking meters which will only be reimbursed up to a maximum of \$5.00 per day.

- D. **Air Travel:** When approved, air travel must be booked at the most discounted fare basis whenever possible. Air travel arrangements are to be made by the Travel Coordinator for the applicable department.

Note: Where airlines allow discounted fares, if the passenger stays over on a night where the total extended travel cost exceeds the savings, the employee may request to stay over with approval from the City Manager or Department Director (or designee). The City will pay for lodging and meals for the extra day(s), but not compensated time.

- E. **Rental Vehicles / Taxi and Bus Fares:** Reimbursement will be made for the use of rental vehicles, taxi, or bus fares, provided such expenses are necessary and reasonable. Receipts are required and must be submitted for reimbursement.
- F. **Alternate Routes:** Routes which are desirable because of personal affairs of the traveler may be used, but only on the traveler's time and with the traveler bearing the additional cost of the alternate route. Mileage and expenses incurred on alternate routes must be shown on the Travel Authorization Form that is submitted for reimbursement or for travel advances.

SECTION 7: LODGING

It is the policy of the City to pay / reimburse only for lodging that is economical and practical. Whenever authorized by the City Manager, lodging expenses will be paid / reimbursed at single occupancy rates unless two or more employees occupy a single room. An itemized receipt of hotel expenses must be attached and submitted with the Travel Authorization Form.

Reimbursement will not be made for extra charges for room service, 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 8 hereafter.

Hotel reservations will be made by the Travel Coordinator in the respective department and paid for with a City credit card.

SECTION 8: MEALS

The City shall pay actual necessary food expenses for an employee or elected official traveling on City business. The City will not reimburse employees for individual meals for City related business "day-trips" (i.e., trips that do not involve / require an overnight stay, whether in-State or Out-of-State), as compensation for such meals is considered, by the Federal Government, to be taxable income paid to the employee. The City will cover the cost of meal(s) included as part of the City paid registration fee.

A. Meals for In-State Overnight Travel

Employee meal expenses incurred as part of In-State overnight travel, for work / training, will be paid in accordance with the current IRS per diem rate with no receipts necessary. Tips are included in the per diem rate.

On the day of travel departure, breakfast is reimbursable if departure is prior to 7:00 a.m.; lunch is reimbursable if departure is prior to 11:00 a.m.; and dinner is reimbursable if departure is prior to 4:00 p.m.

On the date of return from travel, breakfast is reimbursable if return is after 9:00 a.m.; lunch is reimbursable if return is after 1:00 p.m.; and dinner is reimbursable if return is after 7:00 p.m.

Meals included as part of a City paid registration fee will not be reimbursed as part of the meal allowance per diem.

The City Manager may approve reimbursements for actual travel expenditures for employees with actual receipts. Specific per diem rates may be established by the City Manager for business travel that requires such an increase. Travel reimbursements for elected officials with actual receipts will be approved by the City Secretary.

B. Meals for In-State / Out-of-State “Day-Trip” Travel

The City will not provide advances or reimbursements to employees and elected officials for “out of pocket” meals during “day-trips” (i.e., trips that do not involve / require an overnight stay, whether in-State or Out-of-State). Compensation for such meals is considered, by the Federal Government, to be taxable income to the employee. The City will cover the cost of meal(s) included in City paid training program.

C. Meals for Out-of-State Overnight Travel

Employee meal expenses incurred as part of out-of-state, overnight travel will be reimbursed at the actual cost of the employee’s meal, when accompanied by receipts for same, in accordance with the current IRS High-Low Substantiation Method. The City will cover the cost of meal(s) included in the City paid training program.

D. Business Meals / Entertainment Related Meal Expenses

- 1) To be a reimbursable “Business Meal”, the meal must be one that is:
 - a) Approved in advance by both the City Manager and Department Director,
 - b) Is ‘non-routine’ in nature,
 - c) Is entertainment that has a clear business objective which will benefit the City, and
 - d) Involves more than one person.

- 2) In addition, to be a reimbursable “Business Meal”, the meal must fall within one of the following tests:
 - a) Directly Related Test: The meal must satisfy all of the following:
 - (1) The main purpose of the combined business and meal is active conduct of business;
 - (2) Business is actually conducted during the meal period; and
 - (3) There is more than a general expectation of deriving income to the City, lowering City

expenses, or some other specific City benefit at some future time.

b) Associated Test: The meal must satisfy all of the following:

- (1) Associated with the active conduct of the City's business; and
- (2) Directly before or after a substantial business discussion.

Approved Business Meal expenses, including the expenses of non-employees at the meal, will be reimbursed, provided the circumstances are considered to be conducive to a business purpose, and the meal meets all of the criteria stated herein. The Travel Authorization Form requesting reimbursement for such expenses must include the names of all individuals in attendance, identify the various business relationships involved, and a summary of business discussed (recorded on the reimbursement form).

When a personal or City credit card is required to be used for Business Meals, in accordance with the terms of these policies, an itemized receipt, as well as any other necessary forms, must be provided to the Finance Department and approved by the City Manager before a reimbursement will be allowed. At the discretion of the City Manager, a violation of this section may result in the forfeiture of all expenses charged to the employee's personal credit card and any other appropriate discipline.

E. Group Meals

In order to be reimbursable, Group Meals are considered to be the occasional, infrequent, and non-routine meals that are provided to a group of employees, such as employee picnics, appreciation lunches or retirement parties, and are considered by the IRS to be a non-taxable de minimis fringe benefit.

Group meals may also include such things as occasional provision of coffee, donuts, or soft drinks or a meal that is provided to promote good will, boost morale, or to attract prospective employees to the City.

To be a reimbursable expense, costs related to Group Meals must be approved, in advance, by the City Manager's Office.

F. Non-Allowable Expenses

The following expenses or charges will not be reimbursed and must be paid for by the employee or elected official:

- 1) Alcoholic Beverages;
- 2) In-hotel pay or pay per view television or movies;
- 3) Dry cleaning and laundry services;
- 4) Health club and spas;
- 5) Expenses of a guest / spouse; and
- 6) Other items of a personal nature.

G. Expenses Not Covered in Policy

The City Manager's approval must be obtained prior to any expenditure of funds for items or charges

which are not specifically addressed in this travel policy.

H. Compliance

Abuse of this policy, including falsifying Travel Authorization Forms, expense reports, or submitting false claims, will result in disciplinary action, up to and including termination.

CHAPTER 15: CITY PROPERTY, VEHICLES and EQUIPMENT USE

SECTION 1: GENERAL POLICY

The City attempts to provide each employee with adequate tools, equipment, vehicles, and facilities for the City job being performed, and the City requires all employees to observe safe work practices and lawful, careful, and courteous operation of vehicles and equipment in compliance with all municipal, County, and State regulations. Any City provided safety equipment must be used at all times.

SECTION 2: APPLICABILITY and VIOLATION OF POLICY

These policies shall apply to all City owned tools, equipment, vehicles, facilities, and all persons assigned such, inclusive of operators and passengers in vehicles. Any violations of the Vehicle Policy will be subject to disciplinary action or civil / criminal penalty dependent upon the nature of the violation.

SECTION 3: USE OF CITY OWNED TOOLS, EQUIPMENT, PROPERTY and VEHICLES

The City may issue tools, equipment, or other property to employees (e.g., credit cards, keys, tools, security passes, manuals, written materials, uniforms, cell phones, computers, and computer-related equipment, etc.). Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties. At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc., appears to be damaged or defective, and/or need repair. The employee's supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action, up to and including termination.

SECTION 4: PERSONAL USE PROHIBITED

City property, materials, supplies, tools, equipment, or vehicles may not be used for personal business without prior written approval by the Department Director or City Manager. Violations may result in discharge and/or possible prosecution.

SECTION 5: TOBACCO USE PROHIBITED

The use of all tobacco products of any kind, including smokeless electronic cigarettes, is prohibited at any time in City buildings and other facilities, in City vehicles, while using City equipment, and as otherwise directed. Employees are welcome to smoke on their breaks outside of the City buildings in designated smoking areas. Smoke breaks which are excessive in frequency or length will be treated as an attendance issue.

SECTION 6: OPERATION and RIDERSHIP

Except for maintenance, service, and repair only City officials and employees are allowed to operate a City vehicle. Ridership should be limited to City employees or persons on official City business.

SECTION 7: USE OF CITY VEHICLES

City-owned or leased vehicles may be used only for official City business and may only be driven by authorized City employees. If an employee drives a personal vehicle, or a City-owned, rented, or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

- A. Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- B. Cell phone use is prohibited unless it is an emergency.
- C. Always observe all posted laws and speed limits.
- D. Always wear seat belts when the vehicle is in operation.
- E. No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the Department Director or City Manager.
- F. No personal use of City-provided vehicle is allowed without the prior, specific approval of the Department Director or City Manager.
- G. All drivers must be eligible for coverage under the City's insurance policy.
- H. Drivers covered by Department of Transportation (DOT) regulations must comply with the DOT regulations at all times.
- I. At no time may an employee under the influence of alcohol or illegal drugs drive a city vehicle or a personal vehicle while conducting city business.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.

SECTION 8: SAFETY, MAINTENANCE, and CARE

No City employee shall operate a City vehicle or equipment that is unsafe. The operator will be responsible for exercising good judgment and performing a cursory inspection prior to operating a City vehicle or equipment. An employee who identifies a problem (e.g., broken, missing, worn parts, tires, any needed maintenance, etc.) with a City vehicle or equipment shall promptly report the matter to their supervisor or Department Director and shall refrain from using the vehicle or equipment if the employee believes that doing so is dangerous to the employee or others. All operators and passengers will be individually accountable for abiding with all laws pertaining to vehicles and their operation.

Employees who are assigned use of a vehicle or equipment will be responsible for the maintenance and care

of said vehicle / equipment. All maintenance and use records for City vehicles and equipment must be completed as directed by the employee's supervisor. Damage arising from misuse or neglect attributable to operator negligence is subject to review by the City Manager and subsequent repair at the expense of the employee held responsible for same.

SECTION 9: SAFETY and FITNESS OF OPERATOR

At no time may an employee under the influence of alcohol, illegal drugs, or medication(s) that may cause drowsiness, alter vision, judgement, or reflexes, drive a city vehicle or a personal vehicle while conducting city business.

No person with corrective devices or appliances shall be allowed to operate City vehicles or equipment without same being in place and in good working order and repair.

Any person who is injured or becomes ill should use their cell phone to obtain assistance, rather than trying to operate a vehicle or piece of equipment.

SECTION 10: 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 / lubricant applications, or any other documentation, which may be required from time to time.

SECTION 11: VALID DRIVER LICENSE

Employees who operate City vehicles and equipment, or who drive in a privately owned vehicle while carrying out job duties, are required to have and maintain a valid Texas Driver License appropriate to operate such vehicle or equipment and must promptly inform their supervisors of any change in status of their license(s) or certifications.

Driving records will be checked prior to employment and periodically throughout the course of employment. Applicants and employees are required to provide the City with any authorizations necessary for the City to perform such a check. More than three (3) moving traffic violations that result in final convictions in a one (1) month period is considered excessive and will result in failure to hire in the case of prospective employees and may result in disciplinary action in the case of employees, up to and including termination.

When a special classification of driver's license is required to operate City equipment, it is the employee's responsibility to maintain the required license.

Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in demotion or termination.

A record of three (3) or more moving violations or a single citation for driving while intoxicated is grounds for prohibiting use of City vehicles or equipment and may result in demotion or termination. The Police and Fire Departments may have stricter standards imposed.

An automatic annual driver record check will be conducted on every employee operating a City vehicle or equipment. In addition, the City may conduct random, sporadic driver record checks of City employees, at its

discretion.

SECTION 12: ACCIDENT REPORTING

Employees involved in a vehicle accident, property damage or liability claims while operating a City vehicle, City equipment, or while operating a personal vehicle on City business, must immediately notify the Bastrop Police Department or proper law enforcement agency (if applicable), and their appropriate supervisor, Department Director, and/or City Manager. City vehicles or equipment will not be moved until permission is given to do so by the city police department or proper law enforcement agency.

Each vehicle accident, no matter how minor, must be reported to the Police Department so that an official accident report can be filed. The Police Department shall notify the Human Resources Department by forwarding a copy of all accident reports involving City equipment or vehicles as soon as the investigation is completed. The Department Director shall complete an accident report and submit a copy to the Human Resources Department. The accident report shall be placed in the personnel file of the employee involved in the accident. An accident report must be provided by the Department Director no later than the following business day. Failure to timely file, or otherwise cooperate in the filing of an accident report may result in disciplinary action up to and including termination.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action up to and including termination.

SECTION 13: TAKE HOME VEHICLES POLICY

A City vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement. City vehicles shall not be allowed or assigned to City employees to be used solely as transportation to and from work. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off duty hours to locations other than the employee's normal workstation. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc. without prior written approval of the Department Director or City Manager.

Department Directors who are assigned a City vehicle are exempt from this policy. In the event a Department Director is incapacitated or out of town for a period of time of two (2) days or more, their City assigned vehicle may be assigned to the department's next in command and may be used as transportation to and from work in order to respond to after-hours business matters for the purpose of attending to department related City business. Such vehicle assignment shall be only for the time the Department Director is incapacitated or out of town.

No alcoholic beverages are allowed in City vehicles. No passengers may be transported in take-home vehicles except as required by official duties.

The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Employees to whom a "non-exempt" vehicle is assigned for take-home may incur a federal income tax liability for the fringe benefit of commuting to and from work in a City vehicle. Police and fire vehicles used by employees on call 24-hours are normally exempt from the fringe benefit tax liability.

SECTION 14: PERSONAL PROPERTY

All employees shall be solely responsible for their personal property at all times.



CHAPTER 16: ELECTRONIC COMMUNICATIONS and SYSTEMS ACCESS USE / SOCIAL MEDIA / TELEPHONES / NEWS RELEASES

SECTION 1: ELECTRONIC COMMUNICATIONS and SYSTEMS ACCESS USE

A. City Provided Electronic Communications Equipment and Systems

The City may provide computers, tablet computers, computer networks, Internet access, instant messaging, email, telephones, cell phones, digital cameras, voice mail and fax communication systems to employees in the performance of their jobs. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems”. These electronic communications systems are designed to support and enhance the communication, research, and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems. This policy applies to all City employees, contractors, volunteers, and other affiliates who use the City’s electronic communications systems. The City’s electronic communications systems access must be used in a professional, responsible, efficient, ethical, and legal manner.

B. Computers, Network, Internet, Instant Messaging and Email Access

City computers, the computer network, Internet, instant messaging and/or email access assigned to employees are the property of the City. Employees (“Users”) are provided access to computers and the network to assist them in the performance of their jobs. Additionally, certain Users may also be provided with access to the Internet through the computer network. All Users have a responsibility to use the City’s computer resources and the Internet in a professional, lawful, and ethical manner. Users must acknowledge an understanding of this policy and its guidelines as a condition of receiving access to Internet, instant message and/or email account. Failure to adhere to this policy and its guidelines may result in disciplinary action under City policies, up to and including but not limited to, loss of computer privileges, suspensions, termination, and civil and/or criminal liability.

C. Acceptable Use

Electronic Communication Systems are to be used primarily for conducting City business. Electronic Communications Systems are not intended to be used for conducting Personal business. Network users are encouraged to develop uses which meet their individual needs and which take advantage of the City’s internal network function.

Users must understand that use of any City-provided computer, publicly accessible computer network such as the Internet, instant messaging and email is a privilege and such resources are to be used for conducting City business and performing municipal tasks. Personal use of City electronic media is not permitted. Supervisors cannot alter the restrictions of this policy.

Occasional, limited, and appropriate personal use of the computer is permitted if such use does not (a) interfere with the user’s or any other employee’s job performance; (b) have an undue effect on the

computer or network performance; or (c) violate any other policies, provisions, guidelines, or standards of this agreement or any other policies of the City. Each Department Director must authorize such use by their employees. Personal use of the computer is a privilege that may be revoked at any time.

D. Illegal Copying / Copyright

Users may not illegally copy material protected under copyright law or make that material available to others for copying. Users are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material that is loaded on City computers. Any software or other material, including music, downloaded into a City computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Unauthorized software should not be downloaded onto the City's computer system. Prior written authorization from the Director of Information Technology is required before introducing any software into the City's computer system. Employees may not download entertainment software, games, or any other software unrelated to their work. An employee may not agree to a license or download of any material for which a registration fee is charged without first obtaining the express written permission of the City.

E. Unacceptable Uses of Electronic Communication Systems include:

- 1) Using profanity, obscenity, or other language which may be offensive or harassing to other coworkers or third parties.
- 2) Using the systems to send or distribute off-color jokes, articles, or stories that are lewd, and a reasonable person would find them offensive.
- 3) Using the systems in a manner that neglect's the employee's assigned duties or interferes with City operations.
- 4) Accessing, displaying, downloading, or distributing sexually explicit material.
- 5) Using the systems to invite an employee on a date or make sexual propositions of employees.
- 6) Accessing, displaying, downloading, or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- 7) Using the systems to send threatening messages to any other person or institution.
- 8) Copying or downloading commercial software in violation of copyright law.
- 9) Using the systems for financial gain or for any commercial activity unrelated to City business.
- 10) Using the systems in such a manner as to create a security breach of the City network.
- 11) Looking or applying for work or business opportunities other than for internal City postings.
- 12) Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks. This prohibition includes but is not limited to remarks or content regarding race, religion, genetic information, color, sex, sexual orientation, national origin, age, disability, physical attributes, marital status, or veteran status.
- 13) Transmitting or sharing information regarding a coworker's health status without permission.
- 14) Expressing opinions or personal views that could be misconstrued as being those of the City.
- 15) Expressing opinions or personal views regarding management of the City of other political views.
- 16) Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.

F. Disseminating, Viewing or Storing of the following is prohibited:

- 1) Commercial or personal advertisements, solicitations, and promotions;
- 2) Destructive code (e.g., viruses, Trojan horse programs, etc.);
- 3) Political material (political activity is prohibited for government employees while on duty or through the use of government property);
- 4) Gambling; and
- 5) Any other unauthorized material.

G. Filtering

The City has the right to and therefore utilizes software to filter Internet and instant message content for all employees. These filters are designed to prevent viewing, sending, or access to material deemed inappropriate for the workplace.

The City will review this filtering on a periodic basis and may modify the types of prohibited content without notification to City employees, contractors, volunteers, or other affiliates. The City Manager (or designee) may grant exceptions and exemptions to Internet and instant messaging filtering only after a review of the requested information has been conducted and a determination that the City's current filtering practice impedes the requestor's ability to perform the requestor's job duties.

H. Responsibility

The person in whose name a City provided Internet, email or other electronic communications system account is issued is responsible at all times for its proper use, regardless of the user's location. Exchanges that occur while conducting City business on the City's electronic communications systems will be considered a communication of the City and held to the same standards as formal letters.

I. Electronic Communication Systems No Right of Privacy / Monitoring

Users are assigned City computers, computer network, Internet, instant messaging and/or email access to assist them in the performance of their jobs. Users may not assume they are provided any degree of anonymity and expressly waive any right of and should have no expectation of privacy in anything they create, store, send, or receive using the City's electronic communication systems to include computer equipment and Internet access. Personal passwords are not an assurance of confidentiality. To ensure proper use of its electronic communications systems, the City will monitor their use. Management staff has the ability and will, with or without advance notice, monitor and view usage, including but not limited to employee email, voice mail, instant messages, text messages, information and material transmitted, received or stored using City systems and user Internet access and usage patterns to assure that the City's Internet resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy. The computer network is the property of the City and may be used only for City purposes.

J. Duty Not to Waste or Damage Computer Resources

- 1) Accessing the Internet: To ensure security and avoid the spread of viruses, Users accessing the Internet through a computer attached to the City's network must do so only through the City's Internet provider, which has an Internet firewall or other security device. Bypassing the City's computer network security by accessing the Internet directly by modem or other means is strictly prohibited.
- 2) Frivolous Use: Computer resources are not unlimited. Network bandwidth and storage capacity have finite limits, and all Users connected to the network have a responsibility to conserve these resources. As such, the User must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, playing games, sending / receiving mass mailings, chain letters and jokes, spending excessive amounts of time on the Internet, engaging in online chat groups, uploading or downloading files, accessing streaming audio and/or video files, or otherwise creating unnecessary loads on network traffic associated with non-business-related uses of the Internet.
- 3) Virus Detection: Files obtained from sources outside the City, including disks brought from home, files downloaded from the Internet, newsgroups, bulletin boards, or other online services, files attached to email, and files provided by customers or vendors, may contain dangerous computer viruses that may damage the City's computer network. Users should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-City sources, without first scanning the material with City software. If you suspect that a virus has been introduced into the City's network, notify your Department Director immediately.

K. Disclaimer

The Internet is a worldwide network of computers that contain millions of pages of information. Users are cautioned that many of these pages include offensive and sexually explicit materials. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. Users accessing the Internet do so at their own risk and the City of Bastrop is not responsible for the content of material viewed or downloaded by users from the Internet. To minimize these risks, your use of the Internet at the City of Bastrop is governed by this policy.

SECTION 2: SOCIAL MEDIA

A. Policy

An employee's use of social media, both on-duty and off-duty, must not interfere or conflict with the employee's duties or job performance, or reflect negatively on the City or violate any City policy.

The intent of this policy is to regulate the creation and distribution of information concerning the City, its employees, public officials, and citizens through electronic and social media. Protecting the City's reputation and ensuring that a person's communications with people outside the City not only reflects positively on the person as an individual, but also as a representative of the City.

Personal use of the internet is a privilege and carries responsibilities requiring ethical and responsible use. While every person has the right of free speech under the First Amendment, not all speech by a public employee or official falls within the protection of the First Amendment. Employees and public officials may comment on issues of general or public concern (as opposed to personal grievances) so long as the comments do not disrupt the workforce, interfere with important working relationships or efficient workflow, or undermine public confidence in the City. While any comments must be evaluated on a case-by-case basis, this policy establishes general guidelines for City employees and public officials.

The City may monitor the access, use and postings to the internet, including from personal computers, to ensure compliance with City policies, support the performance of investigations, assist management of electronic communications systems, and for all other lawful purposes. The City expects all employees and officials to follow the guidelines contained in this policy when posting information on the internet, regardless of if it is done during or after work hours.

The policy covers all social media, networking, blogging, journaling, instant messaging, and video posting sites, as well as City owned electronic networks or devices ("Social Media").

B. Use of City Equipment

No use of any Social Media is considered private or confidential even if it is password protected or otherwise restricted. Any person using a city-owned computer, cell phone, or other internet-equipped electronic device has no expectation of privacy. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed, or received through its electronic communication systems or equipment at any time.

C. Other City Policies Apply

This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior and the City's Electronic Communications and Systems Access Use policy. Violations of the Social Media Policy may lead to employee disciplinary action. The City provides an effective system for employee complaints "off-line" through the Handbook without resorting to social media.

For appointed and elected officials, the City Council may take any actions available in accordance with the law, including public reprimand or censure.

D. Employee Guidelines

- 1) Any discussion or posting of public information on the internet in any site, must comply with the City's guidelines (as listed herein), regardless of where the posting is conducted, in accordance with state and federal law on the use of social media by public officials, including but not limited to the Public Information Act and the Open Meetings Act.
- 2) Posting of information of a personal nature on the internet by employees is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of the City's electronic resources.
- 3) Never disclose any confidential information concerning another employee of the City in any posting.

Posting of confidential information may violate law and subject the individual posting the information to criminal penalty.

- 4) Never disclose personal information about a City resident or customer in any posting.
- 5) Never disclose any confidential information concerning an economic development project in any posting. Posting of confidential information violates policy and may subject the individual posting the information to disciplinary action.
- 6) Do not engage in social networking of a personal nature while using any of the City's electronic resources, including posting any comments or material that promote or endorse a political campaign or candidates.
- 7) Do not provide information or documents regarding City business in a posting or in response to a posting. All requests for City documents must be processed through the Public Information Act.
- 8) Employees must abide by all federal and state law as well as City policies with regard to information posted and transmitted through the internet.
- 9) If the employee's personal social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the City's views.
- 10) Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media.
- 11) Respect co-workers and the City. Do not post any information and/or pictures on the internet which may defame, embarrass, insult, demean, or damage the reputation of the City or its employees.
- 12) Do not put anything on social media, networking, blogging, journaling, instant messaging, and video posting sites that may constitute a violation of the City's harassment policy.
- 13) Do not post any pornographic pictures of any type which could identify you as an employee of the City.
- 14) Do not post pictures of yourself or others containing images of City Uniforms or insignia, City logos, City equipment or City worksites, unless you are posting them on an official City website as part of your job duties and in conformance to the existing policies.
- 15) Do not post information on the Internet which could adversely impact the City or an employee of the City.
- 16) Do not permit or fail to remove postings violating this policy even when placed by others on your personal social media, networking, blogging, journaling, instant messaging, and video posting sites. Recognize that postings, even if done off premise, could have an adverse effect on the City's legitimate business interests.
- 17) Any social media presence on behalf of the City or representing the City or any City Department must be requested by the associated Department Director. The requesting Department Director as well as the employee assigned to create and monitor said social media presence shall be held responsible for all content appearing on the requested social media sites.
- 18) Individual supervisors or elected officials do not have authority to make exceptions to these guidelines.

E. City Use of Social Media

The City of Bastrop encourages the use of social media to further the goals of the City and the missions of its departments when and where appropriate. It also supports the use of social media to reach broader audiences and to strengthen the connection between City government and the community. Accordingly, the City may from time to time use social media to distribute information and photos that are relevant,

timely, and informative. Whenever possible, links should direct users back to the City's official website for in-depth information, forms, documents, or on-line services necessary to conduct business with the City.

Only designated City employees will be allowed to post or distribute information on the City's social media sites. Department Directors will approve designated employees. The Assistant City Manager of Community Engagement shall monitor content of each social media site to ensure adherence to appropriate use, message, and branding consistency as outlined in the City's Social Media Policy. The Assistant City Manager of Community Engagement will notify the City Manager (or designee) and appropriate Department Director in the event of possible misuse of any City social media accounts.

As a general rule social media may be used to communicate the following to the public:

- 1) Event announcements and reminders
- 2) Updates on issues such as ordinances or actions by the City Council
- 3) Road construction and repairs and traffic detours
- 4) Photos of community events and City projects
- 5) Emergency information
- 6) Information about City facilities and services
- 7) Illustrate the beauty of Bastrop and the surrounding area.

F. Corrections

Erroneous information, either posted or distributed, needs to be corrected as soon as possible. Serious errors are to be brought to the attention of the City Manager upon discovery.

G. User Comments

Users and visitors to City social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communications between the City departments and the public, and that posted comments will be monitored. Any comment posted on a City social media site by a member of the public is not an opinion of the City. The City reserves the right to remove inappropriate comments and comments which violate this Policy or applicable law, which may include but are not limited to:

- 1) Comments not related to the post for which they are made, is off topic or is not within the scope of responsibility of the City of Bastrop (or the specific departmental page).
- 2) Abusive, profane, or vulgar language or content.
- 3) Comments which reflect personal attacks about the character or personality of a person or insults of any kind.
- 4) Solicitations of commerce or endorsements of products, services, organizations, or other entities.
- 5) Comments containing personal identifying information or sensitive personal information.
- 6) Sexual content or links to sexual content.
- 7) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regards to public assistance, national origin, physical or mental disability, or sexual orientation.
- 8) Comments which refer to or encourage illegal activity or which incite violence.

- 9) Information that may tend to compromise the safety or security of the public or public systems.
- 10) Content that violates a legal ownership of property or infringes on a copyright or patent.
- 11) Comments that promote or endorse a political campaign or candidates.

Persons may be banned from the City's Social Media pages if, after appropriate warning and removal of posts, they continue to act contrary to these rules.

SECTION 3: RECORDS RETENTION

Social media sites contain communications sent to or received by the City and its employees and public officials, and such communications are therefore public records subject to the Texas Public Information Act. Retention requirements apply regardless of the form of the record. The City shall endeavor to preserve records pursuant to a relevant records retention schedule prescribed by state law for the required retention period in a format which preserves the integrity of the original record and is accessible.

SECTION 4: CELL PHONE USE IN THE WORKPLACE

The City recognizes that many employees bring cell phones to work. Cell phones may belong to the employee or be provided for the employee's use by the City. Employees may not use personal cell phones, including those with a texting, camera and/or video playing capability during work time. Employees who use cell phones to violate City policy, including the City's Sexual and Other Unlawful Harassment Policy, will be subject to disciplinary action.

City-issued cell phones shall be for business use. The employee is responsible for the cell phone issued. If the employee loses or damages the cell phone, the employee may be subject to appropriate disciplinary, legal, or remedial action. City-issued cell phones are the property of the City and must be treated, used, and safeguarded as such. If the employee damages or loses a City-issued cell phone, the employee must notify the employee's supervisor immediately.

Users do not have any right or entitlement to the issuance or use of a City-issued cell phone, even if their job duties or responsibilities require the use of a mobile device. Department Directors or their designees may, at their discretion, choose not to provide a mobile device for users employed in or for whom compensation is paid by their respective department.

Except in emergency circumstances, employees should not use a cell phone while operating a motor vehicle, including both making and receiving phone calls and texting.

All employees must, when asked by the City, consent to a request to provide the City access to all City issued cell phone and text message records used for City business purposes. City information and all data stored or residing on a City-issued cellular phone remains the property of the City and the City may engage in monitoring efforts. Employees using City-issued cell phones have no expectation of privacy in cell phone calls, pictures, or text messages on these phones. Limited personal use of a City issued cell phone is permitted, however, may be subject to the Public Information Act. In accordance with the Public Information Act, a current or former officer or employee of the City does not have, by virtue of the officer's or employee's position or former position, a personal or property right to public information the officer or employee created or received while acting in an official capacity.

SECTION 5: PUBLIC INFORMATION ACT

Employees are advised that records related to calls, text messages, pictures and videos made and received may be subject to the Public Information Act. Information related to telephone numbers called, length of call, and time and date of call as well as the text message, picture, and video itself may be obtainable through the Texas Public Information Act, except in narrowly defined circumstances.

The City will not require any employee to use their own personal devices for City business. Employees using such devices should remain aware that using personal devices on City business could potentially expose their personal records to public scrutiny or legal subpoena. In addition, texts used for business may be official records and are required to be saved according to the City's Record Retention Schedule, even when it is difficult to do so. Deleting a public document that should have been kept, even a text on a personal device, may constitute a misdemeanor. As a result, City employees should not use text messaging or calls from personal devices to discuss work-related issues. Emails that are part of the City's system may be used from personal devices.

SECTION 6: PRESS RELEASES

All press releases shall be issued by Department Directors and approved by the City Manager.

CHAPTER 17: ALCOHOL / DRUG ABUSE

SECTION 1: ALCOHOL / DRUG ABUSE POLICY

The City of Bastrop recognizes that the best interests of the City, our citizens and our employees are best served by ensuring that our workplace remains free from abusers of alcohol and drugs. Allowing employees to attempt to work while under the influence of alcohol and/or drugs not only lowers employee morale and productivity, it also increases the probability of serious mistakes in our work, some of which could be life threatening. The object of our Alcohol and Drug Abuse Policy is to provide a safe and healthy workplace for all employees and comply with the Texas Worker's Compensation Act.

An employee may not use, possess, sell, distribute, transfer, purchase or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer by employees at any time while on City premises, while on duty, while on City business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City owned or leased property or equipment. Employees must not report for duty or be on City property while under the influence of, or have in their possession while on City property, any drug defined below.

The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive their own personal vehicle while under the influence of alcohol. No employee in their work-related capacity should ever be impaired because of the use of alcohol. City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

A. Permissive Use of Prescribed and Over-The-Counter Drugs

The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

As discussed above, the City may restrict an employee's activities while under the influence of prescribed or over-the-counter drugs. Furthermore, no employee is authorized to operate a motor vehicle for City business and/or City equipment while under the influence of any drug, which impairs the employee's ability to safely operate a vehicle and/or equipment, whether or not prescribed by a physician.

B. Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia

This policy prohibits the use, possession, distribution, and sale of drug-related paraphernalia while on

City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

C. Police Department Employees

Certain Bastrop Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempted from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police Department operating procedures.

D. Mandatory Disclosure by Employees

Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Director or to the City Manager if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of the employee's job (or operate a vehicle, property, or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens, or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

E. On-Call Employees

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

F. Violations of the Alcohol and Drug Abuse Policy

Violations of this policy may result in disciplinary action, up to and including termination. Employees who violate this policy may be required to participate in a substance abuse rehabilitation or treatment program. The Police and Fire Departments may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Director of Human Resources to receive assistance or referrals to appropriate resources in the community.

G. Off-Duty Conduct

The City may take disciplinary action, up to and including termination, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's

job performance. Any employee reporting to work under the influence of illegal drugs or alcohol (.02 bac or higher) may be disciplined, up to and including termination.

H. Rehabilitation / Treatment Programs and Employee Insurance

- 1) It is the City's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment.
- 2) Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation / treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.
- 3) The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any rehabilitation or treatment program. Under certain conditions, treatment for substance abuse may be covered under the City's Family and Medical Leave Act Policy.
- 4) During time off for a City-approved rehabilitation or treatment program, the employee must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time.
- 5) If the employee successfully completes the prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a City-approved leave for rehabilitation or treatment is conditioned on the following:
 - a) Initial negative test for drugs and/or alcohol before returning to work;
 - b) A written release to return to work from the City-approved rehabilitation or treatment facility / program;
 - c) Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
 - d) In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment;
 - e) The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Director of Human Resources. The employee must meet with the Director of Human Resources to discuss the terms of continued employment and sign a formal agreement before returning to work.

I. Education and Training Programs

The City does not offer or require participation in any drug and alcohol abuse education and training programs. However, various public and private facilities in our area offer such programs and affected employees are encouraged to seek assistance.

J. Drug Testing

The City reserves the right to require drug testing as a condition of employment or continued employment for certain safety and security sensitive positions. Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, Intoxilyzer, blood, or other generally accepted testing procedures. The City may require any employee who is involved in a work-related accident to submit to testing, when reasonable suspicion exists. Persons refusing testing shall be in violation of this drug abuse policy and subject to disciplinary action.

K. Testing of Applicants

All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.

L. Testing of Employees

- 1) Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or “near miss,” when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
- 2) Police and Fire Department employees are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
- 3) For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee’s behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
- 4) Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee’s normal work time.
- 5) Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
- 6) A positive test result is a violation of the City’s Drug and Alcohol Abuse Policy and may result in disciplinary action up to and including termination. Any employee who is terminated for violation of

the City's Drug and Alcohol Abuse Policy is ineligible for future employment with the City.

- 7) The City has additional obligations when testing for controlled substances and alcohol for those employees regulated by the United States Department of Transportation (hereafter called DOT). Please see the City's Drug and Alcohol Policy for DOT Employees for additional information.

M. Testing Procedures

- 1) All testing must normally be authorized in advance by both the employee's Department Director and the Director of Human Resources. If the Department Director is unavailable within a reasonable period of time, the Director of Human Resources may, with sole discretion, authorize the testing of an employee. If the Director of Human Resources is unavailable within a reasonable period of time, the Department Director may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led the supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.
- 2) If an employee's conduct resulted in a workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Abuse Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The City will make arrangements to have the employee transported home after the testing.
- 3) All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.
- 4) Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the Director of Human Resources; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

SECTION 2: DRUG and ALCOHOL POLICY FOR DOT EMPLOYEES

A. Employees / Applicants Subject to Testing

City employees who drive a commercial motor vehicle (CMV) requiring a Commercial Driver's License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the DOT and the Federal Motor Carrier Safety Administration and as outlined in this policy. The employee's supervisor or the Director of Human Resources will advise the employee if the employee is subject to DOT testing and the terms of this policy. Employees who are not required by DOT to hold a CDL are not subject to this policy. Applicants for employment for a position requiring a CDL are also subject to testing under this

policy.

Employees covered by this policy are also required to comply with the City's Drug and Alcohol Abuse Policy. In other words, this DOT Drug and Alcohol Policy is in addition to, not in lieu of, the provisions of the City's general Drug and Alcohol Abuse Policy. The DOT tests will be completely separate from non-DOT tests in all respects. The DOT tests take priority and will be conducted and completed before a non-DOT test is begun. All drug and alcohol testing performed under this DOT Policy will comply with applicable DOT procedures. If this policy conflicts with DOT regulations in any way, the DOT regulations will govern.

Any person, agent, or representative of the City of Bastrop who performs in a safety sensitive position as a driver, maintenance person, or other persons who holds a CDL and who may or may not drive during any time of the year but are "on-call" to do so. As applied in the regulations, "employee" and "applicant for employment" have the same meaning for the purpose of these requirements. Employee, covered employee, "individual" or "individual to be tested" have the same meaning for the purposes of these regulations. Any contractor or subcontractor performing work on behalf of the City is also expected to comply with this policy.

The Director of Human Resources will assist Department Directors in identifying covered positions. Police and Fire positions are exempt from these requirements.

B. Prohibited Alcohol Use

1) On-duty and Pre-duty Use:

Reporting for, or remaining on, duty requiring the performance of safety-sensitive functions is prohibited under the following conditions:

- a) While having a breath alcohol concentration of 0.04 or more as indicated via breath test;
- b) While using alcohol; or
- c) Within 4 hours after using alcohol.

2) Use Following an Accident:

An employee required to take a post-accident alcohol test pursuant to this policy is prohibited from using alcohol for eight (8) hours following the accident, or until undergoing a post-accident alcohol test, whichever occurs first.

C. Prohibited Drug Use

Illicit use of drugs by safety sensitive drivers is prohibited both on and off duty. An employee may not report for duty or remain on duty when using or after use of any controlled substances, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect the employee's ability to safely operate a CMV. An employee may not report for duty, remain on duty, or perform a safety sensitive function if the employee tests positive for controlled substances or has adulterated or substituted a test specimen.

D. Required Alcohol and Drug Tests

The United States Department of Transportation (DOT) requires the following testing for covered drivers: pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing. Before conducting any required DOT testing, the City will notify the driver that the alcohol or drug test is required by DOT regulations.

1) Pre-Employment Testing:

Drug and alcohol tests will be conducted after a conditional offer of employment is made, but before actually performing safety-sensitive functions for the first time. These tests are also required when employees are promoted, demoted, or transferred into a safety sensitive driver position.

2) Post-Accident Testing:

Drug and alcohol tests will be conducted after accidents in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation. Post-accident testing must be conducted as soon as practicable on all surviving drivers following an occurrence involving a CMV operating on a public road in commerce, as follows:

- a) When the employee is issued a moving traffic violation citation and one or more of the vehicles involved is disabled and must be towed from the scene;
- b) When the employee is issued a moving traffic violation citation and any person involved in the accident is injured to the extent that the person requires and receives immediate medical treatment away from the scene of the accident; or
- c) In an accident involving a fatality, testing will be performed on anyone who was performing safety sensitive functions with respect to the vehicle.

An employee subject to post-accident testing must remain readily available for such testing or will be deemed by the City to have refused to test. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

In post-accident situations, the City may substitute a blood or breath alcohol test for a urine drug test, so long as the test is performed by state or local law enforcement officials using procedures required by their jurisdictions, provided such test results are received directly from the local jurisdiction or the driver. A positive post-accident test administered by law enforcement will result in the same action as a positive post-accident test performed at the City's behest.

a) Post-Accident Alcohol Testing

If alcohol testing cannot be administered within 2 hours of one of the above listed occurrences, a written statement explaining why the alcohol test was not promptly administered must be

provided to the Director of Human Resources by the appropriate supervisor. If alcohol testing cannot be administered within 8 hours after the occurrence, the City will cease attempts to administer an alcohol test and document the reasons the alcohol test was not administered. This report must be promptly forwarded to the Director of Human Resources.

b) Post-Accident Drug Testing

A driver will be drug tested as soon as practicable but not later than 32 hours after one of the above listed occurrences. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Director of Human Resources.

3) Reasonable Suspicion Testing:

Reasonable suspicion drug and alcohol testing is conducted when a trained supervisor has reason to believe that an employee is in violation of this policy. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee; the observations may also include indications of the chronic and withdrawal effects of controlled substances. The supervisor must consult with the Department Director (or designee) and affirm the basis of the suspicion. If the Department Director concurs, the employee will be required to undergo testing only after consultation with the Director of Human Resources. A written report of the reasonable suspicion observations must be prepared by the supervisor(s) who made the observation within 24 hours of the observed behavior or before the results of tests are released, whichever is earlier. This report must be promptly forwarded to the Director of Human Resources.

a) Reasonable Suspicion Alcohol Testing

Reasonable suspicion alcohol testing is permitted only if the reasonable suspicion observation is made during, just before, or just after, the period of the workday the employee is required to be in compliance with this policy. An employee may be directed to undergo reasonable suspicion testing only while the employee is performing, just before performing, or just after performing, safety sensitive functions. If alcohol testing cannot be administered within 2 hours after the reasonable suspicion observation, a written statement that explains why the alcohol test was not promptly administered must be given to the Director of Human Resources. If alcohol testing cannot be administered within eight (8) hours after the observation, the City will cease attempts to administer an alcohol test and the appropriate supervisor must immediately document the reasons that the alcohol test was not administered; this report must be promptly forwarded to the Director of Human Resources.

Notwithstanding the absence of a reasonable suspicion alcohol test under this policy, an employee may not report for duty or remain on duty requiring the performance of safety sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. In such instances, the employee will not be permitted to perform or continue to perform safety sensitive functions until:

- (1) An alcohol test measures the employee's alcohol concentration at less than 0.02; or

(2) Twenty-four (24) hours have elapsed since the reasonable suspicion observation was made.

4) Random Testing:

Drivers are selected for random, unannounced drug and alcohol testing using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's Social Security number, payroll identification number, or other comparable identifying numbers. Each driver subject to this policy will have an equal chance of being tested each time random selections are made. The number of drivers randomly selected will be in accordance with applicable DOT regulations. Each driver randomly selected for testing will be tested during the selection period. Dates and times for random testing are unannounced and spread reasonably throughout the calendar year. Each driver selected for random testing must proceed to the test site immediately after notification; if, however, the driver is performing a safety-sensitive function, other than driving a CMV, at the time of notification, the City will instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible. A driver will be randomly tested for alcohol just before, during, or just after performing, safety sensitive functions; random testing for drugs does not have to be conducted in immediate time proximity to performing safety sensitive functions.

- a) An alcohol test measures the employee's alcohol concentration at less than 0.02; or
- b) 24 hours have elapsed since the reasonable suspicion observation was made.

5) Return-to-Duty and Follow-Up Testing

Return-to-duty tests are conducted when a driver who has violated DOT's prohibited drug and alcohol standards returns to performing safety sensitive duties. Follow-up tests are unannounced, and at least 6 tests must be conducted in the first 12 months after a driver returns to duty; follow-up tests may be extended for up to 60 months following a driver's return to duty. Drug tests must be negative and alcohol tests must demonstrate a breath alcohol level of less than 0.02. The driver will pay all costs associated with return-to-duty testing. When applicable, the City will follow all applicable DOT regulations in requiring return-to-duty and follow-up testing. The City is not, however, required to hire an applicant or continue the employment of a driver who has violated DOT drug and alcohol regulations, or this policy and it is the policy of the City not to do so. Thus, return-to-duty and follow-up tests are generally applicable only for those seeking assistance as set out below and, based on individual circumstances, for those who may have had an alcohol concentration of 0.02 or greater, but less than 0.04.

6) Refusal to Test

An employee who refuses to be tested in any of the above circumstances, who obstructs the testing process, or who tampers / alters a specimen, will not be permitted to perform, or continue to perform safety sensitive functions and will likely be terminated. An applicant who does one of these prohibited acts will not be hired. Except in the case of pre-employment testing, a refusal to test includes the failure to appear for testing within a reasonable time, as well as failure to remain at the testing site until the testing process is complete. Failure to test also includes the failure to provide the required sample with no adequate medical explanation, and the failure to cooperate with any part of the testing process (e.g., refusing to empty pockets when asked to do so, behaving in a confrontational way that

disrupts the collection process, or failure to undergo a medical exam or evaluation as directed by the physician medical review officer (MRO) as part of the verification process).

7) Additional Information About Alcohol Testing

a) Consequences of a Positive Alcohol Test

An employee who is tested and has an alcohol concentration of 0.04 or greater will be removed from safety sensitive functions and may be terminated. An employee who is tested and has an alcohol concentration of .02 to .039 will not be permitted to perform safety sensitive functions for a minimum of 24 hours and will be disciplined, up to and including termination. If not terminated, then the employee will receive a mandatory referral to a substance abuse professional. Any non-compliance with the treatment recommendations of the substance abuse professional will result in disciplinary action, up to and including termination. (The employee will be placed on administrative leave without pay during the treatment period. That employee may use accrued sick leave during the treatment period.)

b) Alcohol Testing Procedures

A trained breath alcohol technician will conduct alcohol tests. If the alcohol concentration is 0.02 or greater, a second confirmation test will be conducted in accordance with DOT regulations, the results of which will determine any actions taken. Any result of less than 0.02 alcohol concentration is considered a “negative” test. The second, confirmation test results determine if the employee is in violation of this policy. Testing procedures that ensure accuracy, reliability and confidentiality of test results will be followed pursuant to DOT regulations.

8) Additional Information About Drug Testing

a) Drug Testing Procedures

Drug testing is conducted by analyzing a driver’s urine specimen at a lab certified by the U.S. Department of Health and Human Services. The driver provides a specimen in a location that affords privacy, and the “collector” seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing lab. “Split” urine specimens provide drivers with an opportunity for a second test, if needed. If the driver challenges the validity of the test, then the employee has 72 hours to request that the split specimen be sent for testing to another certified lab approved by the City’s Director of Human Resources. The second test will be at the driver’s own expense.

b) Department of Transportation requires testing for the following drugs:

- Marijuana (THC)
- Cocaine
- Amphetamines
- Opioids (natural, synthetic, and semi-synthetic)
- Phencyclidine (PCP).

A screening test is performed first. If it is positive for one or more of these drugs, then a confirmation test is performed. Whenever the terms “drug,” “drugs” or “controlled substances” are used in this policy, they refer to the substances listed above. The City will not test for any other substances under this policy. The City may, however,

- (1) test for other controlled substances pursuant to its general Drug and Alcohol Abuse Policy;
or
- (2) modify the list of DOT’s tested drugs at the direction of DOT.

c) Review of Drug Test Results

All positive drug test results are reviewed and interpreted by a physician medical review officer (MRO) before they are reported to the City. If the lab reports a positive result to the MRO, the MRO will contact the driver (either in person or by phone) and will conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in the driver’s urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug(s), the drug test result is reported as a negative to the City.

d) Consequences of a Positive Drug Test.

A driver will be removed from safety sensitive duties and placed on administrative leave if the test returns a positive for drugs. The removal cannot take place until the MRO has interviewed the driver and determined that the positive test resulted from the unauthorized use of a controlled substance. A confirmed positive drug result will result in termination of employment.

9) Confidentiality

Test results may be released only to the driver, designated City officials, a substance abuse professional, laboratory officials or a medical review officer. Records will also be made available to a subsequent employer or other identified person upon the driver’s specific written request. Test results will not be released to others except as required by law or expressly authorized in the applicable DOT regulations (e.g., the decision maker in a lawsuit, appeal or administrative proceeding initiated by or on behalf of the driver and arising from a positive DOT drug or alcohol test or refusal to test; this includes workers’ compensation and unemployment proceedings.) All test results will be kept in a confidential file by the Director of Human Resources. Management and supervisory personnel who are authorized to have access to alcohol and drug testing results must maintain complete confidentiality regarding this information. City employees who make a reasonable suspicion observation or who witness an accident must also maintain confidentiality. Breach of confidentiality relating to test results, or any other related matters, will likely result in disciplinary action, up to and including termination.

10) Information from Prior Employers

For new hires, promotions and transferred employee-drivers seeking to perform safety sensitive functions for the first time, the City is required, with the driver’s written consent, to obtain information

from previous employers regarding alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations within the two years prior to the date of the driver's application, promotion or transfer. Affected individuals must sign a Breath Alcohol and Drug Testing Results Request. The City will obtain and review the information before allowing the person to perform safety sensitive functions. If the City receives any such information about an applicant-driver, the applicant will not be hired; if such information is received about an employee seeking promotion or transfer, the employee will not be promoted or transferred to the driver position and may also receive disciplinary action, up to and including termination. The City will maintain a written, confidential record of the information it obtains and/or the good faith efforts it made to obtain the information. This information will be retained for a minimum of three (3) years. The City will also ask if the person has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the driver applied for, but did not obtain, safety sensitive transportation work covered by a DOT agency drug and alcohol testing rules during the past 2 years. If the person admits to such conduct, the person will not be allowed to perform safety sensitive functions for the City. If the driver refuses to provide the City with the required written consent, the driver will not be permitted to perform safety sensitive functions and will likely be disciplined (up to and including termination of employment) if employed, or not hired if applying for employment.

11) Record Retention

The City will maintain and retain records under this policy as mandated by DOT regulations.

12) Notification to Applicants / Employees of Positive Test Results

The City will notify applicants of the results of a pre-employment drug test if the applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The City will notify an employee of the results of random, reasonable suspicion and post-accident drug tests if the test results are confirmed positive, and also which controlled substance(s) verified positive after the MRO confirms the positive. The City will also make reasonable efforts to contact and request each driver who tested positive to contact and discuss the results of their drug test with a MRO who has been unable to contact the driver. The City will immediately notify the MRO that the driver has been notified to contact the MRO within 72 hours.

13) Employee Admission of Drug / Alcohol Use

An employee who admits to alcohol misuse or drug use must do so in accordance with the City's general Drug and Alcohol Abuse Policy; provided, however, the employee may not self-identify in order to avoid the testing requirements of this DOT policy. Further, the employee must make the admission prior to performing a safety sensitive function, i.e., prior to reporting for duty. The employee may not perform a safety sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed educational or treatment requirements in accordance with the City's general Drug and Alcohol Abuse Policy. A drug and alcohol abuse evaluation expert, i.e., an EAP professional, a substance abuse professional or a qualified drug and alcohol counselor, will determine successful completion. Prior to the employee performing safety sensitive functions, the employee must undergo a return to duty alcohol test with a result of less than

0.02 and/or a return to duty drug test with a negative test result.

14) Safety Sensitive Functions

For purposes of this policy, safety sensitive function or duty means all the time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety sensitive functions / duties include:

- a) All time at a City, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;
- b) All time inspecting equipment as required by applicable DOT regulations or otherwise inspecting, servicing, or conditioning any CMV at any time;
- c) All time spent at the driving controls of a CMV in operation;
- d) All time, other than driving time, in or upon any CMV;
- e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- f) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

15) Transportation to Testing Site

With the exception of pre-employment and random testing, employees will be driven to the testing facility by a supervisor. The supervisor will remain with the employee during the testing process. The City will make arrangements to have the employee transported back to the City or home, as appropriate, after the testing is complete.

16) Questions

Anyone with questions regarding this policy should contact the Director of Human Resources.

CHAPTER 18: MISCELLANEOUS PROVISIONS

SECTION 1: PROPERTY CONTROL

- A. Department Directors shall insure that property under their control is properly safeguarded, accounted for, and administered. The City Manager shall maintain or delegate the maintenance of an up-to-date inventory of all City property. All acquisitions, disposals, or transfers of property shall be reported to the City Manager or the designated representative of the City Manager by Department Directors.
- B. Postage, stationery, office supplies, tools, vehicles, and equipment purchased and owned by the City are to be used only in the conduct of City business. No City employee shall use such items in the conduct of the employee's personal business.
- C. Employees shall only utilize City reproduction copiers, cameras, video cameras, computers, printers, or similar equipment for City business unless reimbursement is made for said use in accordance with established guidelines and procedures.

SECTION 2: CITY PURCHASE ORDER SYSTEM

No purchases shall be made in the name of the City by any employee except by following the procedures outlined in the City of Bastrop Purchasing Policy or as approved by the City Manager. Unauthorized purchases become the personal financial responsibility of the employee.

SECTION 3: EMPLOYEE SAFETY

The City is interested in all employees' safety and well-being. Accordingly, the City has developed the City of Bastrop Safety Manual (hereafter "Safety Manual") to include all safety rules and regulations. Department Directors shall be responsible for preparing and promulgating safety rules and procedures applicable to all personnel and operations under their control. Each employee is required to comply with all safety rules and procedures set forth by the City Safety Manual, the State, and Federal agencies and to exercise caution in all work activities. It is the obligation of all employees to promptly report any unsafe act or condition, in writing, to the appropriate supervisor or Department Director.

From time-to-time employees will be trained on safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can prevent accidents and injuries by following the safety rules of the job, by remaining alert, and by **THINKING SAFETY** at all times.

It is the policy of the City of Bastrop to investigate all work-related accidents or incidents that result in or could potentially have resulted in injury or property damage.

SECTION 4: BREAKS

It is the policy of the City to provide employees with breaks as authorized by an employee's immediate supervisor during the course of each workday.

A. Work Break

With the exception of Public Safety Employees, employees may, depending on individual departmental work schedules and the discretion of the supervisor, take up to two (2) fifteen (15) minute paid breaks during the course of each workday. One (1) break is to be taken the first part of the workday and the second during the latter part of the workday. Breaks shall be taken at convenient times without leaving an employee's duties or telephone unattended.

Part-time employees who work a minimum of four (4) hours per day may, depending on individual department work schedules and at the discretion of their supervisor, take one (1) fifteen (15) minute paid break each day.

Breaks are not to be considered an employee's right, but a privilege. Breaks may not be combined or accumulated for later use or take precedence over the work situation on any given day. Time spent on breaks will be compensated as hours worked. An employee is expected to be punctual in starting and ending breaks and will be subject to disciplinary action for tardiness. These employee break times are the only time allowed for smoke breaks during the day. Public safety employees do not have designated breaks.

B. Meal Break

Employees (excluding most Police and Fire Department employees) are normally provided an unpaid meal break near the middle of the workday. Supervisors will provide employees with the starting and ending times for their specific meal periods. Lunch periods shall not exceed one (1) hour in length except as authorized for business lunches in which case the employee shall return to work within a reasonable time upon completion of the business lunch. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period.

C. Lactation Break

Nursing mothers will be provided with reasonable unpaid break time to express breast milk for up to one (1) year after the birth of a child in accordance with applicable law. If an employee needs time beyond the usual lunch and break times, the employee may use vacation or make up time as approved by supervisor. Employees and supervisors are expected to agree, in advance, upon a break schedule and how the time will be counted or made up. A private room will be provided for nursing mothers to use. Employees who have a private office may use it if they prefer. The City will not discipline or discriminate against an employee because the employee has used her right to express breast milk under this policy. Any employee wishing to use this break time and a specific area needs to inform the City as soon as possible so the City may make adequate reasonable accommodations.

D. Supervisor Responsibility

Supervisors are responsible for scheduling the time for employee work, meal, and lactation breaks and should take into consideration the workload and nature of the job performed. Whenever necessary, the supervisor may change the frequency and length of work breaks.

SECTION 5: TELEPHONE USAGE / CONTACT

A. Telephone Usage

Telephones should be answered promptly and courteously. Personal calls shall be limited so as not to interfere with City business.

B. Telephone Contact

- 1) All employees must provide a phone number (cell phone or land line) at which they can be reached during off-duty hours.
- 2) No reimbursement shall be made to the employee for the City's use of such employee's private telephone to contact the employee regarding work related matters.
- 3) All employees must immediately notify supervision of any change in phone number(s), and provide a phone number for a secondary contact, i.e., spouse, parent.

SECTION 6: USE OF CITY EQUIPMENT and FACILITIES

The use of City equipment and facilities for private use is prohibited without prior approval of the City Manager. Under no circumstances shall City equipment or facilities be used, loaned or rented without this approval.

SECTION 7: PROFESSIONAL MEMBERSHIPS and SUBSCRIPTIONS

The City will participate in the cost of professional memberships and subscriptions for employees applicable to their positions; provided the necessary funds are available. Requests for memberships and subscriptions must be approved by the City Manager prior to participation.

SECTION 8: TOBACCO USE

The City's policy is to provide a smoke and tobacco free workplace. Smoking or other use of tobacco products (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) is prohibited in City buildings, or outdoors within twenty-five (25) feet of any entrance utilized by employees or the public. Smoking and tobacco use is also prohibited in all City vehicles, in garages or around the entrances to buildings. Smoking is only allowed in designated smoking areas. Cigarette butts, cigar butts, or other traces of litter or tobacco use may not be discarded on the ground at any City facility, including parking lots.

SECTION 9: HEALTH / MEDICAL EXAMINATIONS / FITNESS FOR DUTY

The City strives to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions

of the position, either with or without reasonable accommodation.

A. Serious Health Condition / Disabilities

The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. As long as these employees are able to perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship on other employees, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.

B. Medical Exams for Current Employees

The Director of Human Resources, or an employee's Department Director (with the prior written approval of the Director of Human Resources) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for the City to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws.

C. Medical Information from an Employee's Doctor

In certain circumstances (e.g., FMLA Certifications), the Human Resources Department may require employees to provide medical information from their health care provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.

D. Genetic Information

In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or the employee's family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information.

E. Medical Records

Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.

F. Return to Work / Fitness for Duty

Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate their return through Human Resources. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work,

describing whether the employee is released to perform all the essential functions of the job, or may require an accommodation that will permit the employee to perform the essential functions of the job. The appropriate City official and the employee will discuss what suggested accommodation(s) is reasonable in light of the particular circumstances of the employee's particular position.

G. Time Off From Work

Time away from work undergoing a City mandated fitness for duty examination will normally be coded to paid administrative leave, but may be retroactively changed to sick leave, Family Medical Leave Act leave, and/or other leave as circumstances warrant.

SECTION 10: DRESS, APPEARANCE and UNIFORMS

Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. The City allows business casual dress in the workplace year-round, in accordance with this policy. Department Directors are strongly encouraged to allow their employees to participate in business casual dress, as practical. Department Directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.

Professional business attire or a required uniform is to be worn when there is a need to present a more formal professional appearance for City Council meetings, other meetings, or special events. Employees must remember that they are professionals 100% of the time and are dressing for business, not for pleasure. Attire must always reflect a professional business attitude and presence.

Police and Fire Department employees are covered under Departmental policies regarding appropriate dress and appearance.

A. Standards for Business Casual Work Attire

- 1) Sweatshirts, sweatpants, or shorts of any type are not acceptable unless a special casual wear or festive occasion is declared by City management, or shorts have been approved as part of the standard uniform.
- 2) "Croc" type shoes are not acceptable.

B. Inappropriate Work Attire

- 1) Provocative or revealing, low cut attire including body-hugging, see-through, or excessively tight fabrics (i.e., athletic attire). Leggings and tights are not acceptable unless worn with a shirt / blouse of an appropriate length;
- 2) Bare shoulders or tank tops;
- 3) Clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
- 4) Wrinkled, ripped, and tattered clothing;
- 5) Visible tattoos which could be deemed offensive.

C. Uniforms

The City supplies appropriate uniforms to certain Bastrop Power & Light, Fire, Police, Parks and Recreation, Public Works, and Water / Wastewater personnel. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The City will provide replacement uniforms, as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be used outside of work, for personal use or by any third party. City uniforms may be used by City employees in connection with outside employment only with the Department Director's prior written authorization.

Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean, and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work and City related events.

When an employee terminates, uniforms and any other City equipment which the employee possesses must be returned in good condition before final pay will be authorized. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final paycheck.

D. Enforcement

In all cases, the City will make the determination as to acceptable dress, appearance, and grooming. Employees should direct questions about appropriate appearance or dress to your supervisor, Department Director, or the Director of Human Resources.

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

The Department Director, with approval of the City Manager's office, may make departmental exceptions to this policy when deemed necessary for business reasons or implement a more restrictive dress and appearance policy.

SECTION 11: SEARCHES

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, text messages, whether secured, unsecured, or secured by a lock or password provided by the employee. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots.

All searches must be authorized and conducted under the direction of the Director of Human Resources and/or the City Manager. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

SECTION 12: WEAPONS CONTROL and VIOLENCE PREVENTION POLICY

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

A. Zero Tolerance

This policy prohibits harassment, intimidation, threats, and violent behavior by or towards anyone in the workplace, that is in any way job- or City-related, that is or might be carried out on City-property, or that is in any way connected to the employee's employment with the City, whether the conduct occurs on-duty or off-duty. The City has a zero-tolerance policy for this type of misconduct.

B. Weapons Banned

Unless specifically authorized by the City Manager, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon on City property. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in City-related business. Prohibited weapons include firearms, long guns, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. Employees do not have an expectation of privacy and the City retains the right to search for firearms or other weapons on City property.

Employees licensed by State of Texas to carry a handgun may have a permitted weapon only on the City parking lot if it is locked in the employee's vehicle. Employees licensed to carry handguns must report to Human Resources their identity and license plate numbers of all vehicles that employee may park in City parking lots.

C. Mandatory Reporting

Each City employee must immediately notify their supervisor, Department Director, the Director of Human Resources and / or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on City property, a City-controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify their Department Director and the Director of Human Resources.

D. Protective Orders

Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas must immediately provide to the Director of Human Resources and the City's Police

Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their Department Director and the Director of Human Resources of any protective or restraining order issued against them.

E. Confidentiality

To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.

F. City Property

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

G. Documentation

When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the Director of Human Resources and/or the Police Department.

H. Policy Violations

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

SECTION 13: UNAUTHORIZED OR IMPROPER USE OF OFFICIAL BADGE OR UNIFORM

No City of Bastrop official or employee whose duties involve the use of a badge, identification card, uniform, or clothing insignia as evidence of authority or for identification purposes shall permit such badge, identification card, uniform, or insignia to be used or worn by another person who is not authorized to use or wear the same, nor permit the same to be out of the employee's possession without good cause or approval of the City Manager. Such badge, identification card, uniform, or insignia shall be used only in the performance of the official duties of the position to which they are related or as may be otherwise approved by the City Manager, and in compliance with State law.

SECTION 14: ARRESTS, CONFINEMENTS, and INDICTMENTS

A. Policy

City employees are subject to disciplinary action and/or job restrictions for violations of law. This policy applies to acts prohibited by law that result in charges being filed, arrest, confinement, indictment, and/or

conviction, as well as to acts prohibited by law not resulting in charges filed, arrest, confinement, or indictment.

B. Procedure

1) Employee Notice of Felony and Misdemeanor Charges

Employees must immediately notify their supervisor and/or Department Director within twenty-four (24) hours if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead nolo contendere to any misdemeanor or felony. Failure to report these events in a timely manner may result in termination. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations.

2) Employee Status after Alleged Violation of Law

At the time the employee's department is made aware of an employee's arrest or conduct constituting an offense, the Department Director shall consult with the Human Resources Director to determine available options which may include, but are not limited to:

- a) Allowing the employee to return to regular duty with pay;
- b) allowing the employee to return to restricted duty with pay;
- c) placing the employee on paid administrative leave;
- d) placing the employee on unpaid administrative leave; or
- e) terminating the employee.

C. Employee Status after Adjudication

Once the indictment or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are computed and all related administrative matters are completed, the Department Director will determine, in conjunction with Human Resources Director the status of the employee. An employee on administrative leave may, in the City's sole discretion, be reinstated to the position held before being placed on administrative leave (if available), if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

D. Disciplinary Action

Disciplinary action may be pursued concurrently or in place of the above options or imposed at a later date. Multiple violations of law or confinements within a prescribed time period may also result in disciplinary action.

E. Violations of Law Discovered through Criminal History Check

The City may conduct criminal history checks on existing employees at any time during their employment, for any reason. Conduct constituting an offense, arrest or conviction that is discovered may result in disciplinary action, up to and including termination.

F. Other Policies

This policy should not be construed to limit disciplinary action that may be taken in accordance with other personnel policies and procedures, department policies, or other City-wide policies.



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 12B

TITLE:

Consider action to approve Resolution No. R-2021-71 of the City Council of the City of Bastrop, Texas, approving a lease and maintenance program between the City of Bastrop and Enterprise FM Trust / Enterprise Fleet Management Inc. enabling the City of Bastrop Police Department to lease all the department's fleet vehicles, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SU:

Vicky L. Steffanic, Assistant Chief of Police
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The police department has struggled over the last several years with the reliability of its fleet. The maintenance costs and lost manhours have been excessively high. With the reduction in operational fleet, this puts more wear and tear on the fleet in operation. There have been over 100 repair trips since 10/01/2020.

In addition, the police fleet only has 12 of the 23 units paying lease into the Vehicle/Equipment Replacement Fund, which means the other 11 would need the upfront capital to purchase the replacements initially.

Because of these factors, the department has researched the option of leasing, instead of purchasing their police vehicles. Upon researching, the annual costs between leasing or purchasing, is relatively the same. The main difference is the capital outlay required to purchase the vehicles not participating in the VERF. Leasing would have potential benefits such as consistent up-to-date vehicles that are in reliable, good operating condition, a professionally managed maintenance program, a professional image, and contribute to positive morale for current officers and will contribute to recruiting efforts.

As part of this potential change, the department plans to remove the Chevrolet Tahoe's from the fleet and replace them with alternative police vehicles, such as the pursuit rated Ford Explorer and/or the Ford F-150 pursuit rated light duty truck.

The schedule for transitioning all the fleet to the lease program is stated below, focusing on the fleet with the most maintenance issues as priority.

- FY 2022 – 7
- FY 2023 – 6
- FY 2024 – 7
- FY 2025 – 3

FISCAL IMPACT:

The overall impact will be a reduction in vehicle maintenance costs for the police department and the savings of the upfront capital required to purchase the additional 11 vehicles not in the VERF.

RECOMMENDATION:

Assistant Chief of Police Vicky Steffanic and CFO Tracy Waldron recommend the approval of Resolution No. R-2021-71 of the City Council of the City of Bastrop, Texas, approving a vehicle leasing agreement between the City of Bastrop and Enterprise FM Trust / Enterprise Fleet Management Inc. enabling the City of Bastrop Police Department to lease the department's fleet vehicles, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2021-71
- Exhibit A – All agreements



RESOLUTION NO. R-2021-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A LEASE AND MAINTENANCE PROGRAM BETWEEN THE CITY OF BASTROP AND ENTERPRISE FM TRUST / ENTERPRISE FLEET MANAGEMENT INC. ENABLING THE CITY OF BASTROP POLICE DEPARTMENT TO LEASE ALL THE DEPARTMENT'S FLEET VEHICLES; AGREEMENTS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop recognizes that the Police fleet is aging and the capital to purchase this fleet is substantial; and

WHEREAS, the Chief Financial Officer and the Assistant Police Chief have research alternative programs and conclude that a leasing and maintenance program with Enterprise would be a good alternative to purchasing; and

WHEREAS, it is necessary and in the best interests of the City of Bastrop to enter into a leasing and maintenance agreement with Enterprise to supply the Police Department with reliable fleet and reduce the cost of maintenance;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: The City Council hereby authorized the City Manager to execute all documents related to the leasing and maintenance program with Enterprise.

Section 2: Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

Section 3: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 27th day of July 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

| <u>State of Vehicle Registration</u> | <u>Coverage</u> |
|---|---|
| Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont | \$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible |
| Florida | \$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible |
| All Other States | \$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible |

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM _____ Customer _____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT (“Amendment”) is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT (“Agreement”) by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”) and the lessee whose name and address is set forth on the signature page below (“Lessee”). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee’s breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee’s funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2271, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the date signed below.

LESSEE: City of Bastrop, Texas

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____



FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Customer _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____



AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ___ day of ___, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ___ day of ___, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Bastrop, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

City of Bastrop, Texas (Lessee)

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Customer _____

8. FEES: EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____



AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2021 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of _____, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Bastrop, Texas ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

City of Bastrop, Texas (Company)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: State County City Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

| Principle Suppliers | Phone # | E-Mail Address | Acct # | # of Vehicles |
|---|---------|----------------|--------|---------------|
| | | | | |
| | | | | |
| | | | | |
| Current Vehicle Suppliers | Phone # | E-Mail Address | Acct # | # of Vehicles |
| <input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance | | | | |
| | | | | |
| | | | | |

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 400.00 ("Service Fee") plus towing at prevailing rates.
- 5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 400.00 or the maximum permitted by law ("Service Fee").
- 4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC



STAFF REPORT

MEETING DATE: July 27, 2021

AGENDA ITEM: 12C

TITLE:

Consider action to approve Resolution No. R-2021-70 of the City of Bastrop, Texas amending the City Council Rules of Procedure attached as Exhibit A; establishing a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

The Rules of Procedure for the City Council of the City of Bastrop, Texas contains Section 1.4 Annual Review, which states:

“Following the municipal elections each year, Council will review these rules of procedure annually, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter at the first scheduled meeting in July. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the Council’s right and ability to amend the rules at any other time during the year, in accordance with the Charter.”

RULES OF PROCEDURE EDITS:

- Added Language to Applicability section to clarify interchangeable terms such as “Mayor” and “Chairperson.”
- Title of Section 2.2 changed to “Meetings Shall Be in Compliance.” Not all meetings will be held in public (e.g. Executive Sessions).
- Clarified definitions to reflect accurate interpretations of the words used.
- Eliminated redundancies where procedures are reiterated in multiple sections (e.g. Sec. 2.10 “Quorum”).
- Capitalization of special nouns (e.g. Executive Session, State, Presiding Officer).
- Reorganized sentences for clarity.
- Proper use of pronouns.
- Simplified procedures by making the rules state the relevant law that is being referred to.
- Spelling errors revised.

RECOMMENDATION:

Recommend approval of Resolution No. R-2021-70 of the City of Bastrop, Texas amending the City Council Rules of Procedure; establishing a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2021-70
- Revised Rules of Procedure



To: Honorable Mayor and Members of the City Council
From: Ann Franklin, City Secretary
Date: July 27, 2021
Subject: Revised Rules of Procedure

=====

Article 2

2.2

The word "Public" has been replaced with the words "in Compliance"; the words "and notices thereof shall be posted as provided under" were deleted. This instructs all meetings to be in compliance with the Texas Government Code, Chapter 551, Open Meetings Act. (see below)

All meetings of the City Council shall be ~~public, and notices thereof shall be posted as provided under~~ in compliance with the Texas Government Code, Chapter 551, Open Meetings Act. Except in the case of an emergency meeting, notice of all meetings shall be given 72 hours before the time set for any meeting.

2.8

The word "sessions" was removed and replaced with the word "meetings" for clarification.(see below)

Executive sessions are ~~sessions~~ meetings closed to the public. These sessions are only permitted for the purpose of discussing matters enumerated in Texas Government Code Chapter 551, the Open Meetings Act. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

In the third sentence of the second paragraph, "City Council" is replaced with "Mayor" because Council does not determine the order in which an executive session may appear, the Mayor does. (see below)

The City Council can retire into an executive session during a regular or special meeting as stated on a posted agenda or when deemed necessary by the presiding officer or a majority of the City Council. However, before said session begins, the presiding officer shall announce that the executive session is commencing, the items to be discussed, and the section of the Open Meetings Act that justify the executive session(s). The order in which an executive session may appear on the agenda is subject to the discretion of the City Council Mayor. A certified record of the meeting will be created by the presiding officer or their designee, sealed and permanently kept, subject to opening by court order. No voting or action shall be taken by the City Council during an executive session. No other subject but that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during the open public meeting.

2.10

The following language was deleted to leave the definition of a quorum. (see below)

~~Four (4) members of the Council shall constitute a quorum to do business, and a majority vote of those attending any meeting at which there is a quorum present shall be sufficient to adopt any ordinance or resolution, except otherwise provided in the City's Charter. (Charter Article III, Section 3.13).~~

2.11

In the first paragraph the words “questionnaire” were replaced with “affidavit” for accuracy. (see below)

A Council Member prevented from voting by a conflict of interest shall file a conflict of interest ~~questionnaire~~ affidavit with the City Secretary as soon as possible after the posting of an agenda, which contains a conflict, unless an applicable conflict of interest ~~questionnaire~~ affidavit has already been filed.

In the second paragraph the “S” in sessions was capitalized and the “s” in state was changed to lower case, this was to maintain consistency with capitalization. (see below)

A Council Member prevented from voting by a conflict of interest shall step down from the dais and leave the Council Chambers, shall not vote on the matter, shall not participate in discussions regarding the matter or attempt to influence the Council's deliberation of the matter in any way (during meetings or outside of meetings), shall not attend Executive ~~s~~Sessions regarding the matter, and shall otherwise comply with the ~~S~~state law and City ordinances concerning conflicts of interest including Chapter 171 of the Texas Local Government Code.

2.12

The first letter of the words “Presiding Officer” in the first three paragraphs were capitalized for consistency in capitalization. (see below)

The Mayor shall serve as the Presiding Officer for all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall serve as the ~~P~~Presiding ~~O~~Officer. In the absence of the Mayor and Mayor Pro Tem, the City Manager shall call the meeting to order, if a quorum of the Council is present, and the first order of business shall be for Council to elect by majority vote, a temporary presiding officer from the members then seated and in attendance. The temporary presiding officer shall serve in such capacity until the meeting is adjourned.

The ~~P~~Presiding ~~O~~Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the presiding officer are final unless overruled by the City Council through a motion to appeal as described in Article 3.9 – Courtesy, Decorum and Order of these rules.

The Mayor, as Presiding Officer, is entitled to participate in the discussion and debate, but may not vote, except in elections, to break a tie and as otherwise provided in the City's Charter. Because the ~~P~~residing ~~O~~fficer conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the presiding officer from participating in the meeting fully and freely.

2.14

The words "super majority" were corrected to read as one word, rather than two.

2.15

In the first sentence the word "should" was deleted and replaced with the word "must". This was changed to state this action is not a choice but a requirement. (see below)

The use of media equipment, such as lights, cameras and/or microphones ~~shall~~ must be coordinated with the City Manager prior to the meeting to ensure that the equipment does not disturb or otherwise conflict with or disrupt the meeting or the Council's activities

Article 3

3.7

In the first paragraph and the first, second, and third bullet, the words "super majority" were corrected to read as one word rather than two. The words "at least" were added in front of "four votes" to clarify there must be a minimum of four votes for a supermajority vote. (see below)

A ~~super majority~~ supermajority vote consists of at least four votes (three to pass as a simple majority, plus one more).

- *Motion to Limit Debate. This motion is sometimes referred to as, "moving the question" or, "calling the question." When a member of the Council makes such a motion, the member is saying, "I have had enough discussion, let's vote on the issue." When such a motion is made, the Mayor should ask for a second, stop the discussion and vote on the motion to limit debate. The motion requires a ~~super majority~~ supermajority vote to pass. Meaning, the number of council members voting for the motion must equal four or more.*
- *Motion to Object to the Consideration of an Item. This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda. The motion requires a ~~super majority~~ supermajority vote to pass. (Normally, this motion is unnecessary, because the objectionable item can be defeated outright or tabled.)*
- *Motion to Suspend the Rules. This motion is debatable, but requires a ~~super majority~~ supermajority vote to pass. This motion allows the Council to suspend its*

own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A “motion to suspend the rules and give the speaker ten additional minutes,” accomplishes this desire.

3.9

The language in #1 below was struck from this section but referenced in Article 4, 4.7. (see below)

Sentence “While the Council is in session, all Council Members must preserve order and decorum.” In #2 was moved from the second sentence to the first sentence of the paragraph. (see below)

1. *Request to Speak.* Before a Council Member, staff member or an audience member may speak on open session agenda items, they must first be recognized by the Mayor. Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly. Public comments must be kept relevant to agenda items or other matters over which the city council has jurisdiction. ~~Audience members who wish to speak on an open session agenda item must first complete a ‘request to speak card’ and submit it to the City Secretary prior to the start of the meeting.~~ The Mayor shall rule on the relevance of comments. Persons making irrelevant, ~~personal~~, impertinent, overly redundant or slanderous remarks may be barred by the Mayor from further comment before the Council during the meeting. Audience members may criticize the city council, including criticism of any act, omission, policy, procedure, program, or service. The Mayor has the right to cut a speaker off if the discussion becomes too personal to an individual, loud, crude, irrelevant, impertinent, redundant, or slanderous.
2. *Order.* While the Council is in session, all Council Members must preserve order and decorum. If a person fails to request to speak before speaking, the Mayor shall rule them ‘out of order’ and remind them that they do not have the floor. ~~While the Council is in session, all Council Members must preserve order and decorum.~~ A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the Mayor. Members of the City Council should not leave their seats during a meeting without first recusing themselves, obtaining permission of the Mayor, or making a motion to recess.

3.10

In the paragraph below the semicolon was replaced with a period and the “I” in it was changed from lowercase to capitalized. (see below)

As stated in Resolution R-2017-20, when members of the City Council or other Board Members become engaged in heated discussions that could be construed as not following parliamentary

procedures; ~~it~~ it will be the responsibility of the Presiding Officer (Mayor or Board Chair) to restore order to the meeting.

3.12

In the second paragraph of this section the words “his or her” were replaced with the word “their”. This was done to make it none gender. (see below)

Such action may only take place after an executive session is held to discuss the offense. The offending member shall be present at the executive session to answer any questions asked by members of the City Council or make other statements as the member may desire to make in ~~his or her~~ their defense. If the offending member refuses to attend the executive session, the remaining members of the City Council may proceed in ~~his or her~~ their absence.

Article 4.

The first paragraph below has language deleted and added to be consistent with referencing the Rules of Procedures being in accordance with the Texas Open Meetings Act. (see below)

The Mayor and the City Manager or an appropriate designee shall prepare an agenda and cause the same to be posted ~~a minimum of 72 hours prior to the meeting in accordance with the Texas Open Meetings Act.~~ Agendas and packet material shall be delivered to the City Council via electronic format uploaded into a cloud storage service, such as Dropbox. City Council shall be notified via email that the agenda and packet have been uploaded and available for review. The goal would be to upload the agenda and packet on Thursday prior to a regularly scheduled Council Meeting. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

4.5

The word subsequently was added for further clarification. (see below)

Items may be included in this section for the purpose of conducting a detailed and thorough exploration of matters that may subsequently come before City Council as an item for individual consideration. All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a work session. Council may, through the City Manager, request the attendance of such staff members or outside experts as may be required to answer such questions. No formal action may be taken on items. Council may provide staff direction on the matter being considered. Citizen comments and questions will be considered at the end of the prepared presentation and after Council has asked questions.

4.7

The word “Item” was added to the 4.7 title to have it read as “Citizen Comments Item”. The wording to be included on every agenda for the Citizen Comments Item was rewritten to align with the requirements for speaking at a Council meeting. (see below)

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on (insert the date of the meeting). Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of anyone. Accordingly, profane, insulting or threatening language directed toward anyone will not be tolerated.

4.8A

The following sentence was added to the end of the first paragraph for clarification.

“otherwise, this heading may take the form of one item among others on the Consent Agenda.”

4.9

The words “super majority” were corrected to read as one word, rather than two.

4.10

In the first sentence of the first paragraph the words “is known in advance that it” were added for clarification. (see below)

This section is only used when it is known in advance that it is necessary for the Council to convene in executive session. Executive sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

The word “shall” was deleted and the word “may” was added to the second sentence of the second paragraph to state Council may possibly agree but there is no requirement that Council agree. A new sentence was added at the end for clarification. (see below)

If the subject of the executive session warrants, the executive session may be held prior to the regular session. Council ~~shall~~ may agree in Executive Session what can be shared in public prior to concluding the Executive Session. Nothing herein shall limit the ability of the

Council to adjourn into Executive Session at any time during a meeting to discuss any agenda item.

5.2

The title was change to read as follows to clarify this is during the Public Hearing period. New title "Rules for Audience Comments during Public Hearing".

A new sentence was added to the paragraph to further explain the procedure. (see below)

Immediately preceding the opening of a public hearing, the Mayor may direct the City Secretary to read the rules governing citizen comments during a Public Hearing. Generally, the rules for a Public Hearing are the same as for Citizen Comments (below); however, the rules for Public Hearings may be altered by the Mayor in advance of the hearing if reasonably necessary to facilitate audience input, Council deliberations, and an efficient meeting.

5.3

Item #1 below, the added language further explains the rights of a speaker on a public hearing item and the prohibiting of speakers pooling or donating their time to other speakers. (see below)

1. *Each speaker is limited to a maximum timed limit of three minutes on any item except for a public hearing item for which the Presiding Officer has announced a longer time period is allowed. Speakers cannot pool or donate their time allotment to other speakers.*

Item #2 below, the added language is in response to the 2019 legislation that gives the speaker the choice (and prevents government entities from limiting citizen communications until the very end of the agenda).

3. *Citizens speaking on agenda items shall restrict their comments to the subject matter listed. Citizens speaking on agenda items may make comments either during the Citizen Comment portion of the agenda or when the City Council takes up that particular agenda item.*

Item #8 below, adds the words "at least 24 hours" which gives a specific time to have permission granted. (see below)

8. *Because of cyber-security concerns, citizens are not allowed to utilize the City's audio-visual equipment for electronic multi-media presentations unless permission is granted by the City Secretary at least 24 hours in advance (at the City Secretary's sole discretion). Hard copies must be provided to the City Secretary to be included in the official records of the meeting.*

Item #12 was deleted, it was a repeat of Article 3, 3.9.

5.5

This section is new, it was added to clarify the allotted time for applicants seeking Council approval for contracts or development authorizations. (see below)

5.5 Applicants.

An applicant appearing before the Council seeking approval for items such as contracts or development authorizations is limited to a maximum time of ten minutes.

RESOLUTION NO. R-2021-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE CITY COUNCIL RULES OF PROCEDURE ATTACHED AS EXHIBIT A; ESTABLISHING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter, Section 3.13 Rules of Procedure, says the Council shall determine its own rules of procedure and order of business; and

WHEREAS, Section 1.4 of the City Council Rules of Procedures states that an annual review is required; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Council hereby approves the revised Rules of Procedure, attached hereto as Exhibit A and made a part hereof by this reference.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 27th day of July, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Rules of Procedure for the City Council and Boards & Commissions of the City of Bastrop, Texas



Adopted: August 23, 2005
Revised: October 10, 2017
Revised: July 24, 2018
Revised: July 9, 2019
Revised: September 8, 2020
Revised: July 27, 2021

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|---|----|
| ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW | 4 |
| 1.1 Authority..... | 4 |
| 1.2 Applicability..... | 4 |
| 1.3 Amendment..... | 4 |
| 1.4 Annual Review..... | 4 |
| ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES..... | 4 |
| 2.1 Construction of Authority..... | 4 |
| 2.2 Meetings Shall Be Public..... | 4 |
| 2.3 Conduct of Meetings..... | 5 |
| 2.4 Regular Meetings..... | 5 |
| 2.5 Special Meetings..... | 5 |
| 2.6 Emergency Meetings..... | 5 |
| 2.7 Workshops (Work Session)..... | 5 |
| 2.8 Executive Sessions..... | 5 |
| 2.9 Recessed Meetings..... | 6 |
| 2.10 Quorum..... | 6 |
| 2.11 Conflict of Interest..... | 6 |
| 2.12 Presiding Officer..... | 6 |
| 2.13 Minutes of Meetings..... | 7 |
| 2.14 Suspension and Amendment of Rules..... | 7 |
| 2.15 Rules for the Press and Media..... | 7 |
| ARTICLE 3. PARLIAMENTARY PROCEDURE | 7 |
| 3.1 Purpose..... | 7 |
| 3.2 Model Format for an Agenda Item Discussion..... | 7 |
| 3.3 The Basic Motions..... | 8 |
| 3.4 The Motion to Amend..... | 8 |
| 3.5 Discussion and Debate..... | 9 |
| 3.6 Other Motions..... | 9 |
| 3.7 Motions Requiring a Supermajority Vote to Pass..... | 9 |
| 3.8 Motion to Reconsider..... | 10 |
| 3.9 Courtesy, Decorum and Order..... | 10 |
| 3.10 City Council and Board Member Disruptions..... | 12 |
| 3.11 Audience Disruptions..... | 12 |
| 3.12 Council May Discipline its Own Members..... | 12 |

ARTICLE 4. AGENDA ORDER..... 13

 4.1 Call to Order..... 13

 4.2 Pledges of Allegiance to the United States & Texas Flags..... 13

 4.3 Invocation..... 13

 4.4 Presentations..... 13

 4.5 Work Session/Briefings..... 14

 4.6 Staff and Board Briefings..... 14

 4.7 Citizen Comments..... 14

 4.8A Approval of the Minutes..... 15

 4.8B Consent Agenda Items..... 15

 4.9 Items for Individual Consideration..... 15

 4.10 Executive Session Items..... 15

 4.11 Action on Executive Session Items..... 16

 4.12 Adjournment..... 16

ARTICLE 5. RULES GOVERNING CITIZEN COMMENTS..... 16

 5.1 Purpose..... 16

 5.2 Rules for Audience Comments..... 16

 5.3 Rules Governing Citizen Comments..... 16

 5.4 Preservation of Order..... 17

ARTICLE 6. COUNCIL LIAISONS TO BOARDS AND COMMISSIONS..... 17

ARTICLE 7. TABLE OF MOTIONS AND POINTS OF ORDER..... 18

ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW

1.1 Authority.

Article III, Section 3.13 of the City Charter of the City of Bastrop, Texas grants the City Council the right to determine its own rules of procedure. The following rules are enumerated under and by authority of said provision.

1.2 Applicability.

The rules of procedure adopted by the City Council are applicable not only to the City Council, but also to all boards, commissions, and committees of the City of Bastrop. When applied to boards, commissions and committees, the term Mayor means the chairperson and the terms City Council or Council Members means the members of the board, commission, or committee.

1.3 Amendment.

These rules may be amended or new rules adopted by three (3) of the five (5) voting members of the City Council present.

1.4 Annual Review.

Following the municipal elections each year, Council will review these rules of procedure annually, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter at the first scheduled meeting in July. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the Council’s right and ability to amend the rules at any other time during the year, in accordance with the Charter.

ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES

2.1 Construction of Authority.

The construction of authority in all matters associated with the meetings and activities of the City Council, including the agenda, shall be: (1) the U.S. Constitution and Statutes of the United States of America; (2) The Texas Constitution and Statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Bastrop, Texas; (5) these rules; and, (6) Rosenberg’s Rules of Order as amended and set forth herein.

2.2 Meetings Shall Be in Compliance.

All meetings of the City Council shall be in compliance with the Texas Government Code, Chapter 551, Open Meetings Act. Except in the case of an emergency meeting, notice of all meetings shall be given 72 hours before the time set for any meeting.

If meetings are held at Bastrop City Hall, they shall be televised live on the City’s television channel via the appropriate cable providers and live-streamed via social media. If unable to televise meetings live due to technical difficulties, the meeting shall be recorded for a later broadcast. The Council meetings shall be rebroadcast as a part of the City’s on-going channel programming.

The Bastrop City Hall is wheelchair accessible and special parking is available on the west side of the building. If special accommodations are required, please contact the City Secretary a minimum of 24 hours in advance at 512-332-8800.

2.3 Conduct of Meetings.

Meetings of the City Council shall be conducted according to the rules adopted by the City Council, as well as the terms and provisions of Rosenberg's Rules of Order as amended herein and when not inconsistent with these rules.

2.4 Regular Meetings.

Regular meetings of the City Council shall be on the second and fourth Tuesday of each month at 6:30 p.m. The Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate. Per the City Charter, the Council shall meet regularly and at least once each month.

2.5 Special Meetings.

The City Council may hold as many additional, special meetings as may be necessary for the transaction of the business of the City. Special meetings of the City Council may be called as necessary upon written notice to the City Secretary by the Mayor or by any two (2) members of the City Council unless made at a regular meeting at which a quorum of Council Members is present. The City Manager and all Council Members shall be notified of all special meetings.

2.6 Emergency Meetings.

In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive and notice is posted one (1) hour before the meeting is convened. Notice shall be provided also to the media as requested in accordance with the Texas Government Code, Section 551.047.

2.7 Workshops (Work Session).

Workshops are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council. Citizen comments on agenda items listed for open portions of the workshop can be addressed to the City Council (i.e., not executive session) before or during the City Council's consideration of the item.

2.8 Executive Sessions.

Executive sessions are meetings closed to the public. These sessions are only permitted for the purpose of discussing matters enumerated in Texas Government Code Chapter 551, the Open Meetings Act. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

The City Council can retire into an executive session during a regular or special meeting as stated on a posted agenda or when deemed necessary by the presiding officer or a majority of the City Council. However, before said session begins, the presiding officer shall announce that the executive session is commencing, the items to be discussed, and the section of the Open Meetings Act that justify the executive session(s). The order in which an executive session may appear on the agenda is subject to the discretion of the Mayor. A certified record of the meeting will be created by the presiding officer or their designee, sealed and permanently kept, subject to

opening by court order. No voting or action shall be taken by the City Council during an executive session. No other subject but that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during the open public meeting.

2.9 Recessed Meetings.

No meeting shall be recessed for a longer period of time than until the next regular meeting except when required information has not been received, or, in the case of work sessions or special meetings, to a date certain by motion duly passed.

2.10 Quorum.

Four (4) members of the Council shall constitute a quorum to do business.

2.11 Conflict of Interest.

A Council Member prevented from voting by a conflict of interest shall file a conflict of interest affidavit with the City Secretary as soon as possible after the posting of an agenda, which contains a conflict, unless an applicable conflict of interest affidavit has already been filed.

A Council Member prevented from voting by a conflict of interest shall step down from the dais and leave the Council Chambers, shall not vote on the matter, shall not participate in discussions regarding the matter or attempt to influence the Council's deliberation of the matter in any way (during meetings or outside of meetings), shall not attend Executive Sessions regarding the matter, and shall otherwise comply with the state law and City ordinances concerning conflicts of interest including Chapter 171 of the Texas Local Government Code.

2.12 Presiding Officer.

The Mayor shall serve as the Presiding Officer for all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor and Mayor Pro Tem, the City Manager shall call the meeting to order, if a quorum of the Council is present, and the first order of business shall be for Council to elect by majority vote, a temporary presiding officer from the members then seated and in attendance. The temporary presiding officer shall serve in such capacity until the meeting is adjourned.

The Presiding Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the presiding officer are final unless overruled by the City Council through a motion to appeal as described in Article 3.9 – Courtesy, Decorum and Order of these rules.

The Mayor, as Presiding Officer, is entitled to participate in the discussion and debate, but may not vote, except in elections, to break a tie and as otherwise provided in the City's Charter. Because the Presiding Officer conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the presiding officer from participating in the meeting fully and freely.

The presiding officer of boards and commissions shall be the person selected by the board or commission as the chair, co-chair, or vice chair. If these persons are not in attendance, the board or commission shall choose a temporary presiding officer from among the members in

attendance.

2.13 Minutes of Meetings.

The City Secretary shall keep minutes of all proceedings of the City Council and they shall be open to public inspection in accordance with the laws of the State of Texas. Staff Liaisons will take minutes of proceedings of the various Boards & Commissions and provide them to the City Secretary as Records Custodian.

2.14 Suspension and Amendment of Rules.

Any provisions of these rules not governed by federal, state law or the City Charter may be temporarily suspended by a supermajority vote (see Article 3.7 of these rules) of the City Council. Any provisions of these rules may be amended by majority vote if such amendment is appropriately posted on an agenda of a regular meeting of the City Council and receives approval of the majority of City Council at such meeting.

2.15 Rules for the Press and Media.

The use of media equipment, such as lights, cameras and/or microphones must be coordinated with the City Manager prior to the meeting to ensure that the equipment does not disturb or otherwise conflict with or disrupt the meeting or the Council's activities.

ARTICLE 3. PARLIAMENTARY PROCEDURE

3.1 Purpose.

The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes: (1) those who understand the rules, and (2) those who do not fully understand and those who do not fully participate. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the City Council. In a democracy, the majority opinion carries the day.

These rules enable the majority to express their opinion and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

3.2 Model Format for an Agenda Item Discussion.

The following ten (10) steps may be used as a model or guidebook by the Presiding Officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be handled by the Presiding Officer (Mayor) in the following basic format:

1. *Announce the Item.* The Mayor should clearly announce the agenda item number and should clearly state what the subject matter of the agenda item by reading the caption for the item being considered.
2. *Receive a Report.* The Mayor should invite the appropriate people to report on the item, including any recommendation they might have.
3. *Ask Clarifying Questions.* The Mayor should ask the Council Members if they have any

technical questions for clarification. At this point, members of the City Council may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

4. *Seek Citizen Input.* The Mayor should invite citizen comments – or if a public hearing, open the public hearing. Upon conclusion, the Mayor should announce that public input is closed, or if a public hearing, close the public hearing.
5. *Motion First.* The Mayor should invite a motion from the City Council before debate is given on the merits of the item. The Mayor should announce the name of the member who makes the motion.
6. *Motion Second.* The Mayor should determine if any member of the City Council wishes to second the motion. The Mayor should announce the name of the member who seconds the motion. If no member of the City Council wishes to second the motion, then the motion fails, and should be so stated by the Mayor.
7. *Repeat Motion.* If the motion is made and seconded, the Mayor should make certain that everyone (including the audience) understands the motion. This is done in three ways:
 - a. The Mayor can ask the maker of the motion to repeat it;
 - b. The Mayor can repeat the motion; or
 - c. The Mayor can ask the City Secretary to repeat the motion.
8. *Discuss the Motion.* The Mayor should now invite the members of the City Council to discuss the motion. If there is no desired discussion, the Mayor may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, it is a good idea to repeat the motion before calling for the vote.
9. *Vote.* The Mayor may ask the City Secretary to call roll. Unless a super-majority is required for passage of the motion, a simple majority vote determines whether the motion passes or fails. Unless a member of the Council seeks recusal from voting on any question where the vote would constitute a conflict of interest, and that recusal is consented to by a majority of the remainder of the Council, all members of the Council shall vote upon every question, ordinance or resolution. Action items require a vote.
10. *Announce the Outcome.* The Mayor announces the results of the vote and should also state what action (if any) the Council has taken. The Mayor should announce the name of any member who voted in the minority on the motion.

3.3 The Basic Motions.

The basic motion is the one that puts forward a decision for consideration. A basic motion might be: “I move for approval of the ordinance as submitted,” or “I make a motion that we deny the resolution.”

3.4 The Motion to Amend.

If a member wants to change a basic motion, the member would have to motion to amend the original or previously amended motion. A motion to amend might be: “I move that we amend the motion to include the changes we discussed to the ordinance.” A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. A motion to amend requires the agreement of the person making the original motion. If the basic

motion has already been seconded, the motion to amend must be acknowledged and accepted by the member who seconded the basic motion.

3.5 Discussion and Debate.

The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the City Council. Discussion and debate can continue as long as the members wish to discuss it, or until the Mayor decides that it is time to move on and call a vote on the motion.

3.6 Other Motions.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are NOT debatable, and the Mayor must immediately call a vote on the motion, if seconded by another member.

- *Motion to Adjourn.* This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- *Motion to Recess.* This motion, if passed, requires the Council to immediately take a recess. Normally the Mayor will determine the length of the recess which could last for a few minutes to several hours. It requires a simple majority vote.
- *Motion to Fix the Time to Adjourn.* This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, "I move we adjourn this meeting at Midnight." It requires a simple majority vote.
- *Motion to Table.* This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item shall be placed on the agenda at the following Council meeting.
- *Motion to Remove from Table.* This motion, if passed, allows the Council to remove an item previously placed on hold. A vote in favor of removing an item from the table must be made before the Council can take action on an item that was tabled.

3.7 Motions Requiring a Supermajority Vote to Pass.

A supermajority vote consists of at least four votes (three to pass as a simple majority, plus one more).

- *Motion to Limit Debate.* This motion is sometimes referred to as, "moving the question" or, "calling the question." When a member of the Council makes such a motion, the member is saying, "I have had enough discussion, let's vote on the issue." When such a motion is made, the Mayor should ask for a second, stop the discussion and vote on the motion to limit debate. The motion requires a supermajority vote to pass. Meaning, the number of council members voting for the motion must equal four or more.
- *Motion to Object to the Consideration of an Item.* This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda. The motion requires a supermajority vote to pass. (Normally, this motion is unnecessary, because the objectionable item can be defeated

outright or tabled.)

- *Motion to Suspend the Rules.* This motion is debatable, but requires a supermajority vote to pass. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A “motion to suspend the rules and give the speaker ten additional minutes,” accomplishes this desire.

3.8 Motion to Reconsider.

There is a special motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. As such, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a simple majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

The first issue involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely and it may not be considered unless the Council suspends the rules to consider it.

Secondly, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion seeks to make a motion to reconsider, it MUST be ruled out of order by the Mayor. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back again and again, which would defeat the purpose of finality.

If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

3.9 Courtesy, Decorum and Order.

These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the Mayor (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The Mayor should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants of the discussion. Debate on policy is healthy; debate on personalities is not. In order to assist in the creation and maintenance of that atmosphere, the following rules shall govern all meetings:

1. *Request to Speak.* Before a Council Member, staff member or an audience member may speak on open session agenda items, they must first be recognized by the Mayor. Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly. Public comments must be kept relevant to agenda items or other

matters over which the city council has jurisdiction. The Mayor shall rule on the relevance of comments. Persons making irrelevant, impertinent, overly redundant or slanderous remarks may be barred by the Mayor from further comment before the Council during the meeting. Audience members may criticize the city council, including criticism of any act, omission, policy, procedure, program, or service. The Mayor has the right to cut a speaker off if the discussion becomes too personal to an individual, loud, crude, irrelevant, impertinent, redundant, or slanderous.

2. *Order.* While the Council is in session, all Council Members must preserve order and decorum. If a person fails to request to speak before speaking, the Mayor shall rule them 'out of order' and remind them that they do not have the floor. A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the Mayor. Members of the City Council should not leave their seats during a meeting without first recusing themselves, obtaining permission of the Mayor, or making a motion to recess.
3. *Improper References Prohibited.* Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience or a staff member. Speakers shall confine themselves to the question under debate, avoiding all personal attacks and indecorous language.
4. *Interruptions.* A Council Member, once recognized, shall not be interrupted when speaking unless it is to call the member to order, or other such interruption expressed below. If the Council Member, while speaking, is called to order, the member shall cease speaking until the question of order is determined, and if the Council Member is found to be in order, the member shall be permitted to proceed speaking. Allowable interruptions or points of order are as follows:
 - a. *Point of Privilege.* The proper interruption would be: "Point of Privilege." The Mayor would then ask the interrupter to, "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or cold, or a fan motor might interfere with a Council Members ability to hear.
 - b. *Point of Order.* The proper interruption would be: "Point of Order." The Mayor would then ask the interrupter to, "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Mayor called for a vote on a motion that permits debate without allowing any discussion.
 - c. *Motion to Appeal.* If the Mayor makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the Mayor by stating, "motion to appeal." If the motion is seconded and after debate if it passes by a simple majority vote, the ruling of the Mayor is reversed.
 - d. *Call for orders of the day.* If a council member believes the discussion has strayed from the agenda, the member may say, "let's return to the agenda." The motion does not require a vote. If the Mayor discovers that the discussion has strayed from the agenda, the Mayor simply returns to the business of the day.

- e. *Withdraw a Motion.* During the debate and discussion of a motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council members are free to make the same motion or another motion.

3.10 City Council and Board Member Disruptions.

As stated in Resolution R-2017-20, when members of the City Council or other Board Members become engaged in heated discussions that could be construed as not following parliamentary procedures. It will be the responsibility of the Presiding Officer (Mayor or Board Chair) to restore order to the meeting. In the event that order cannot be immediately restored, the Presiding Officer should call for a recess. When the recess is called, a sufficient number of the City Council or Board Members should depart the room so that a quorum is no longer present. Information Technology personnel will ensure that the microphones and audio for the television channel are turned off. The Presiding Officer will determine what action to take and will resume the meeting, when appropriate. Law enforcement personnel will not become involved unless a crime (i.e. assault, terroristic threat, etc.) is committed.

3.11 Audience Disruptions.

It is against the laws of the State of Texas for anyone to intentionally or recklessly disrupt official proceedings. As stated in Resolution R-2017-20, if a member of the audience (gallery) becomes disruptive, the Presiding Officer will inform that person that their conduct is not permissible and to cease. If that person receives a second warning, the Chief of Police or the Chief's designee will position themselves in proximity to that person. On the third warning (when appropriate), the Presiding Officer will inform the person that their actions are disrupting this lawful meeting and they must depart immediately. The Chief of Police or the Chief's designee has the discretion to escort the person out of the chambers and off of City property. In the event the person does not leave the chambers, the person may be subject to being arrested under Section 42.05 of the Texas Penal Code (TPC) and/or Section 38.13 of TPC, or punished as provided in an ordinance enacted under Section 217.003 of the Texas Local Government Code. The person will be subject to arrest under Section 30.05 TPC if the person does not leave the property. In the event the same person comes to a subsequent meeting and disrupts that meeting to the point they are requested to leave again, a criminal trespass warning can be issued.

3.12 Council May Discipline its Own Members.

In the event a Council Member violates the Charter, these rules or any other ordinance of the city, or acts in a manner that causes embarrassment or disgrace to the City of Bastrop, the City Council on supermajority vote may discipline the offending member. To consider such an action, the Mayor or two Council Members may place the item on an agenda.

Such action may only take place after an executive session is held to discuss the offense. The offending member shall be present at the executive session to answer any questions asked by members of the City Council or make other statements as the member may desire to make in their defense. If the offending member refuses to attend the executive session, the remaining

members of the City Council may proceed in their absence.

The outcome of the executive session may be as follows and shall be made publicly in open session in accordance with the Texas Open Meetings Act:

1. *No Action*. The City Council chooses to take no action.
2. *Private Censure*. The City Council may choose to privately censure the offending member, leaving their comments to the offending member left in the confines of the executive session.
3. *Public Censure*. The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record.

ARTICLE 4. AGENDA ORDER

The Mayor and the City Manager or an appropriate designee shall prepare an agenda and cause the same to be posted in accordance with the Texas Open Meetings Act. Agendas and packet material shall be delivered to the City Council via electronic format uploaded into a cloud storage service, such as Dropbox. City Council shall be notified via email that the agenda and packet have been uploaded and available for review. The goal would be to upload the agenda and packet on Thursday prior to a regularly scheduled Council Meeting. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

In order to facilitate the agenda process, the Mayor, two Council Members, or the City Manager may place an item on the agenda. Staff assistance, if required, should be requested through the City Manager (City Charter, Article III, Section 3.05 Prohibitions). Agenda items must be provided to the City Manager's Office at City Hall by 12:00 noon on the 7th calendar day preceding the date of the regular meeting. If the agenda topic does not allow for staff to adequately prepare information for Council's consideration, the item may be postponed until the next regular meeting.

4.1 Call to Order.

The Mayor shall call the meeting to order. The Mayor shall announce that a quorum of the City Council is present and shall state for the record the names of all members of the City Council that are absent.

4.2 Pledges of Allegiance to the United States & Texas Flags.

The Council shall recite the Pledge of Allegiance, first to the United States Flag, and then to the state Flag of Texas. The Council welcomes individuals and organizations, young and old, to lead the Pledges.

4.3 Invocation.

All regular meetings of the City Council shall include an invocation.

4.4 Presentations.

Presentations may be made by the Mayor, City Council or Staff. The Mayor may deliver any proclamation as may be required from time to time. Outside entities and organizations granted permission to make a presentation shall be placed in this section.

Proposed proclamations and resolutions will not be placed on an agenda or brought before the City Council for discussion or action that:

- (a) Take a position on a matter of religious or spiritual values or principles, including ones that advance one religion, denomination or article of faith over another;
- (b) Promote political partisanship favoring one party over another;
- (c) Advocate outcomes in legal matters in which the City of Bastrop is not a party and are pending before a court or administrative law body (e.g., State Office of Hearings Examiners);
- (d) Is contrary to a policy position stated in an ordinance previously adopted by the Council (unless the Council is in the process of amending or repealing the prior ordinance).

4.5 Work Session/Briefings.

Items may be included in this section for the purpose of conducting a detailed and thorough exploration of matters that may subsequently come before City Council as an item for individual consideration. All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a work session. Council may, through the City Manager, request the attendance of such staff members or outside experts as may be required to answer such questions. No formal action may be taken on items. Council may provide staff direction on the matter being considered. Citizen comments and questions will be considered at the end of the prepared presentation and after Council has asked questions.

4.6 Staff and Board Briefings.

Items that are provided to Council on a routine basis, such as monthly financial statements and quarterly investment reports, should be included in this section. Appointed boards of the City, who have been requested to provide periodic updates, such as the Bastrop Economic Development Corporation and Visit Bastrop, will be included in this section.

4.7 Citizen Comments Item.

Every agenda must include the following language for purposes of open and transparency to inform the public of how to appropriately address the City Council:

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on (insert the date of the meeting). Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of anyone.

Accordingly, profane, insulting or threatening language directed toward anyone will not be tolerated.

4.8A Approval of the Minutes.

The Council shall consider the minutes of any meeting presented for their review since the last regular meeting. This heading will only be used when there are no other items listed on a consent agenda; otherwise, this heading may take the form of one item among others on the Consent Agenda.

4.8B Consent Agenda Items.

There is hereby established, as a part of every agenda for regular and/or special called meetings of the City Council, a portion of said agenda that shall be labeled "consent agenda." Said consent agenda may consist of any and all business regularly coming before the City Council including approval of the minutes of previous meetings.

Any member of the City Council or a citizen may request that any item be removed from the consent agenda and considered separately prior to the City Secretary reading the caption of each item. If any item was removed from the consent agenda, it will be considered immediately following approval of the remainder of the consent agenda.

The City Secretary shall read the caption of each item and/or ordinance prior to a motion being made to approve the Consent Agenda. Once a second is received on the motion, the Council shall vote.

All items set out in the consent agenda shall be deemed passed upon passage of an affirmative motion, by a vote of the majority of the members of the City Council, that the consent agenda be adopted. No further action shall be deemed necessary, and all such items appearing on the consent agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately.

4.9 Items for Individual Consideration.

Items for individual consideration shall be considered by the City Council individually and approved by either a simple majority vote or a supermajority vote as the case may be.

Public hearings, which are statutorily required, shall be included in this section. The Mayor shall first request staff comments. The Mayor shall open the public hearing and receive citizen input. While the public hearing is open, Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules established herein for citizen comments. Upon conclusion of citizen comments, the Mayor shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing.

4.10 Executive Session Items.

This section is only used when it is known in advance that it is necessary for the Council to convene in executive session. Executive sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

If the subject of the executive session warrants, the executive session may be held prior to the regular session. Council may agree in Executive Session what can be shared in public prior to concluding the Executive Session. Nothing herein shall limit the ability of the Council to adjourn into Executive Session at any time during a meeting to discuss any agenda item.

4.11 Action on Executive Session Items.

This section is only used if Council conducts an executive session. As a general rule, action on executive session items must be taken during public/open session of the Council, unless as authorized by law. Action may include the taking of no action at all.

4.12 Adjournment.

The Mayor shall adjourn the meeting upon passage of the appropriate motion.

ARTICLE 5. RULES GOVERNING CITIZEN COMMENTS

5.1 Purpose.

It is the desire of the City Council to hear from the citizens of Bastrop and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments.

5.2 Rules for Audience Comments during Public Hearing.

Immediately preceding the opening of a public hearing, the Mayor may direct the City Secretary to read the rules governing citizen comments during a Public Hearing. Generally, the rules for a Public Hearing are the same as for Citizen Comments (below); however, the rules for Public Hearings may be altered by the Mayor in advance of the hearing if reasonably necessary to facilitate audience input, Council deliberations, and an efficient meeting.

5.3 Rules Governing Citizen Comments.

1. Each speaker is limited to a maximum timed limit of three minutes on any item except for a public hearing item for which the Presiding Officer has announced a longer time period is allowed. Speakers cannot pool or donate their time allotment to other speakers.
2. No individual may address the Council without submitting a speaker card, which may be done online or in person. The card must clearly state the subject or issue on which the citizen wishes to speak. If the subject matter does not pertain to city business, the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
3. Citizens speaking on agenda items shall restrict their comments to the subject matter listed. Citizens speaking on agenda items may make comments either during the Citizen Comment portion of the agenda or when the City Council takes up that particular agenda item.
4. Citizens speaking on non-agenda items shall only speak during the Citizens Comment portion of the agenda.
5. Council may not act upon or discuss any issue brought forth as a non-agenda item, except to:
 - a. Make a statement of specific factual information given in response to the inquiry, or
 - b. A recitation of existing policy in response to the inquiry.

Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal

to place the subject on the agenda for a subsequent meeting.

6. Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, or personal attacks are strictly prohibited and violators may be removed from the Council Chambers.
7. No placards, banners or signs may be displayed in the Council Chambers or City Hall. Exhibits relating to a presentation are acceptable provided that copies are given to the City Secretary to be included in the official records of the meeting.
8. Because of cyber-security concerns, citizens are not allowed to utilize the City's audio-visual equipment for electronic multi-media presentations unless permission is granted by the City Secretary at least 24 hours in advance (at the City Secretary's sole discretion). Hard copies must be provided to the City Secretary to be included in the official records of the meeting.
9. Arguing loudly or forcefully, efforts at intimidation of speakers or attendees, or other disruptive behavior is prohibited. Civil discussion and/or debate are acceptable on items specifically listed on the agenda.
10. Unauthorized remarks from the audience, stomping of feet, applauding, whistles, yells, or any type of disruptive behavior is prohibited. Applause of appreciation may be acceptable when recognizing a significant event or achievement.
11. Council meetings are the workplace to carry out the business of the City of Bastrop; therefore, any conduct that could constitute harassment in the workplace is prohibited.

5.4 Preservation of Order.

As referenced in Article 3.11 above, the Mayor shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the Council Chambers any non-Council Member speaking out of order or disrupting the order of the meeting.

5.5 Applicants.

An applicant appearing before the Council seeking approval for items such as contracts or development authorizations is limited to a maximum time of ten minutes.

ARTICLE 6. COUNCIL LIAISONS TO BOARDS AND COMMISSIONS

One Council Member will be appointed as the council liaison to each of the city's boards and commissions annually as a part of the Board & Commission Member appointment process, except for the Ethics Commission, Bastrop Housing Authority, Zoning Board of Adjustments, and the Hunters Crossing Local Government Corporation (Council Members are appointed to this board). The Mayor will appoint council liaisons with consideration given to applicable expertise. Council liaisons are asked to make every effort to attend the meetings of the boards or commissions to which they have been appointed as liaison. Board and commission members may contact their council liaison concerning items of concern or interest with regard to their appointed board.

ARTICLE 7. TABLE OF MOTIONS AND POINTS OF ORDER

| MOTION/ORDER | REQUIRES SECOND | DEBATABLE | AMENDABLE | VOTE TYPE |
|--|-----------------|-----------|-----------|-----------|
| Basic Motion | Yes | Yes | Yes | Simple |
| Motion to Amend | * | No | Yes | N/A |
| Motion to Adjourn | Yes | No | No | Simple |
| Motion to Recess | Yes | No | Yes | Simple |
| Motion to Fix the Time to Adjourn | Yes | No | No | Simple |
| Motion to Table | Yes | No | No | Simple |
| Motion to Limit Debate | Yes | No | No | Super |
| Motion to Object to the Consideration of an Item | Yes | No | No | Super |
| Motion to Suspend Rules | Yes | No | No | Super |
| Motion to Reconsider | Yes | Yes | Yes | Simple |
| Point of Privilege | No | No | No | N/A |
| Point of Order | No | No | No | N/A |
| Motion to Appeal | Yes | Yes | No | Simple |
| Call for Orders of the Day | No | No | No | N/A |
| Withdraw a Motion | No | No | No | N/A |
| Motion to Enforce | Yes | No | No | Simple |

* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion. An amendment to an amendment, requires first the approval of the member who made the original amendment and secondly the approval of the member who made the original motion.

Alan's Edits July 19, 2021

Rules of Procedure for the City Council and
Boards & Commissions
of the City of Bastrop, Texas



Adopted: August 23, 2005
Revised: October 10, 2017
Revised: July 24, 2018
Revised: July 9, 2019
Revised: September 8, 2020 July ? 2021

ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW 4

 1.1 Authority 4

 1.2 Applicability 4

 1.3 Amendment 4

 1.4 Annual Review 4

ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES 4

 2.1 Construction of Authority 4

 2.2 Meetings Shall Be Public 4

 2.3 Conduct of Meetings 5

 2.4 Regular Meetings 5

 2.5 Special Meetings 5

 2.6 Emergency Meetings 5

 2.7 Workshops (Work Session) 5

 2.8 Executive Sessions 5

 2.9 Recessed Meetings 6

 2.10 Quorum 6

 2.11 Conflict of Interest 6

 2.12 Presiding Officer 6

 2.13 Minutes of Meetings 7

 2.14 Suspension and Amendment of Rules 7

 2.15 Rules for the Press and Media 7

ARTICLE 3. PARLIAMENTARY PROCEDURE 7

 3.1 Purpose 7

 3.2 Model Format for an Agenda Item Discussion 7

 3.3 The Basic Motions 8

 3.4 The Motion to Amend 8

 3.5 Discussion and Debate 9

 3.6 Other Motions 9

 3.7 Motions Requiring a Supermajority Vote to Pass 9

 3.8 Motion to Reconsider 10

 3.9 Courtesy, Decorum and Order 10

 3.10 City Council and Board Member Disruptions 12

 3.11 Audience Disruptions 12

 3.12 Council May Discipline its Own Members 12

ARTICLE 4. AGENDA ORDER..... 13

4.1 Call to Order..... 13

4.2 Pledges of Allegiance to the United States & Texas Flags..... 13

4.3 Invocation..... 13

4.4 Presentations..... 13

4.5 Work Session/Briefings..... 14

4.6 Staff and Board Briefings..... 14

4.7 Citizen Comments..... 14

4.8A Approval of the Minutes..... 15

4.8B Consent Agenda Items..... 15

4.9 Items for Individual Consideration..... 15

4.10 Executive Session Items..... 16

4.11 Action on Executive Session Items..... 16

4.12 Adjournment..... 16

ARTICLE 5. RULES GOVERNING CITIZEN COMMENTS..... 16

5.1 Purpose..... 16

5.2 Rules for Audience Comments..... 16

5.3 Rules Governing Citizen Comments..... 16

5.4 Preservation of Order..... 17

ARTICLE 6. COUNCIL LIAISONS TO BOARDS AND COMMISSIONS..... 17

ARTICLE 7. TABLE OF MOTIONS AND POINTS OF ORDER..... 18

ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW

1.1 Authority.

Article III, Section 3.13 of the City Charter of the City of Bastrop, Texas grants the City Council the right to determine its own rules of procedure. The following rules are enumerated under and by authority of said provision.

1.2 Applicability.

The rules of procedure adopted by the City Council are applicable not only to the City Council, but also to all boards, commissions, and committees of the City of Bastrop. When applied to boards, commissions and committees, the term Mayor means the chairperson and the terms City Council or Council Members means the members of the board, commission, or committee.

Deleted: n

1.3 Amendment.

These rules may be amended or new rules adopted by three (3) of the five (5) voting members of the City Council present.

1.4 Annual Review.

Following the municipal elections each year, Council will review these rules of procedure annually, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter at the first scheduled meeting in July. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the Council's right and ability to amend the rules at any other time during the year, in accordance with the Charter.

ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES

2.1 Construction of Authority.

The construction of authority in all matters associated with the meetings and activities of the City Council, including the agenda, shall be: (1) the U.S. Constitution and ~~statues~~ Statutes of the United States of America; (2) The Texas Constitution and ~~statues~~ Statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Bastrop, Texas; (5) these rules; and, (6) Rosenberg's Rules of Order as amended and set forth herein.

Commented [A1]: Remove struck-through term

Commented [A2]: Remove struck-through term

2.2 Meetings Shall Be ~~in~~ Compliance.

All meetings of the City Council shall be in compliance with the Texas Government Code, Chapter 551, Open Meetings Act. Except in the case of an emergency meeting, notice of all meetings shall be given 72 hours before the time set for any meeting.

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If meetings are held at Bastrop City Hall, they shall be televised live on the City's television channel via the appropriate cable providers and live-streamed via social media. If unable to televise meetings live due to technical difficulties, the meeting shall be recorded for a later broadcast. The Council meetings shall be rebroadcast as a part of the City's ~~on-going~~ channel programming.

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The Bastrop City Hall is wheelchair accessible and special parking is available on the west side of the building. If special accommodations are required, please contact the City Secretary a minimum of 24 hours in advance at 512-332-8800.

2.3 Conduct of Meetings.

Meetings of the City Council shall be conducted according to the rules adopted by the City Council, as well as the terms and provisions of Rosenberg's Rules of Order as amended herein and when not inconsistent with these rules.

2.4 Regular Meetings.

Regular meetings of the City Council shall be on the second and fourth Tuesday of each month at 6:30 p.m. The Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate. Per the City Charter, the Council shall meet regularly and at least once each month.

2.5 Special Meetings.

The City Council may hold as many additional, special meetings as may be necessary for the transaction of the business of the City. Special meetings of the City Council may be called as necessary upon written notice to the City Secretary by the Mayor or by any two (2) members of the City Council unless made at a regular meeting at which a quorum of Council Members is present. The City Manager and all Council Members shall be notified of all special meetings.

2.6 Emergency Meetings.

In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive and notice is posted one (1) hour before the meeting is convened. Notice shall be provided also to the media as requested in accordance with the Texas Government Code, Section 551.047.

2.7 Workshops (Work Session).

Workshops are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council. Citizen comments on agenda items listed for open portions of the workshop can be addressed to the City Council (i.e., not executive session) before or during the City Council's consideration of the item.

2.8 Executive Sessions.

Executive sessions are ~~meetings~~ closed to the public. These sessions are only permitted for the purpose of discussing matters enumerated in Texas Government Code Chapter 551, the Open Meetings Act. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

The City Council can retire into an executive session during a regular or special meeting as stated on a posted agenda or when deemed necessary by the presiding officer or a majority of the City Council. However, before said session begins, the presiding officer shall announce that the executive session is commencing, the items to be discussed, and the section of the Open Meetings Act that justify the executive session(s). The order in which an executive session may appear on the agenda is subject to the discretion of the ~~Mayor~~. A certified record of the meeting will be created by the presiding officer or their designee, sealed and permanently kept, subject to

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opening by court order. No voting or action shall be taken by the City Council during an executive session. No other subject but that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during the open public meeting.

2.9 Recessed Meetings.

No meeting shall be recessed for a longer period of time than until the next regular meeting except when required information has not been received, or, in the case of work sessions or special meetings, to a date certain by motion duly passed.

2.10 Quorum.

Four (4) members of the Council shall constitute a quorum to do business.

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2.11 Conflict of Interest.

A Council Member prevented from voting by a conflict of interest shall file a conflict of interest affidavit with the City Secretary as soon as possible after the posting of an agenda, which contains a conflict, unless an applicable conflict of interest affidavit has already been filed.

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A Council Member prevented from voting by a conflict of interest shall step down from the dais and leave the Council Chambers, shall not vote on the matter, shall not participate in discussions regarding the matter or attempt to influence the Council's deliberation of the matter in any way (during meetings or outside of meetings), shall not attend Executive Sessions regarding the matter, and shall otherwise comply with the state law and City ordinances concerning conflicts of interest including Chapter 171 of the Texas Local Government Code.

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2.12 Presiding Officer.

The Mayor shall serve as the Presiding Officer for all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor and Mayor Pro Tem, the City Manager shall call the meeting to order, if a quorum of the Council is present, and the first order of business shall be for Council to elect by majority vote, a temporary presiding officer from the members then seated and in attendance. The temporary presiding officer shall serve in such capacity until the meeting is adjourned.

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The Presiding Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the presiding officer are final unless overruled by the City Council through a motion to appeal as described in Article 3.9 – Courtesy, Decorum and Order of these rules.

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The Mayor, as Presiding Officer, is entitled to participate in the discussion and debate, but may not vote, except in elections, to break a tie and as otherwise provided in the City's Charter. Because the Presiding Officer conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the presiding officer from participating in the meeting fully and freely.

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The presiding officer of boards and commissions shall be the person selected by the board or commission as the chair, co-chair, or vice chair. If these persons are not in attendance, the board or commission shall choose a temporary presiding officer from among the members in

attendance.

2.13 Minutes of Meetings.

The City Secretary shall keep minutes of all proceedings of the City Council and they shall be open to public inspection in accordance with the laws of the State of Texas. Staff Liaisons will take minutes of proceedings of the various Boards & Commissions and provide them to the City Secretary as Records Custodian.

2.14 Suspension and Amendment of Rules.

Any provisions of these rules not governed by federal, state law or the City Charter may be temporarily suspended by a supermajority vote (see Article 3.7 of these rules) of the City Council. Any provisions of these rules may be amended by majority vote if such amendment is appropriately posted on an agenda of a regular meeting of the City Council and receives approval of the majority of City Council at such meeting.

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2.15 Rules for the Press and Media.

The use of media equipment, such as lights, cameras and/or microphones must be coordinated with the City Manager prior to the meeting to ensure that the equipment does not disturb or otherwise conflict with or disrupt the meeting or the Council's activities.

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ARTICLE 3. PARLIAMENTARY PROCEDURE

3.1 Purpose.

The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes: (1) those who understand the rules, and (2) those who do not fully understand and those who do not fully participate. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the City Council. In a democracy, the majority opinion carries the day.

These rules enable the majority to express their opinion and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

3.2 Model Format for an Agenda Item Discussion.

The following ten (10) steps may be used as a model or guidebook by the Presiding Officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be handled by the Presiding Officer (Mayor) in the following basic format:

1. *Announce the Item.* The Mayor should clearly announce the agenda item number and should clearly state what the subject matter of the agenda item by reading the caption for the item being considered.
2. *Receive a Report.* The Mayor should invite the appropriate people to report on the item, including any recommendation they might have.
3. *Ask Clarifying Questions.* The Mayor should ask the Council Members if they have any

technical questions for clarification. At this point, members of the City Council may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

4. *Seek Citizen Input.* The Mayor should invite citizen comments – or if a public hearing, open the public hearing. Upon conclusion, the Mayor should announce that public input is closed, or if a public hearing, close the public hearing.
5. *Motion First.* The Mayor should invite a motion from the City Council before debate is given on the merits of the item. The Mayor should announce the name of the member who makes the motion.
6. *Motion Second.* The Mayor should determine if any member of the City Council wishes to second the motion. The Mayor should announce the name of the member who seconds the motion. If no member of the City Council wishes to second the motion, then the motion fails, and should be so stated by the Mayor.
7. *Repeat Motion.* If the motion is made and seconded, the Mayor should make certain that everyone (including the audience) understands the motion. This is done in three ways:
 - a. The Mayor can ask the maker of the motion to repeat it;
 - b. The Mayor can repeat the motion; or
 - c. The Mayor can ask the City Secretary to repeat the motion.
8. *Discuss the Motion.* The Mayor should now invite the members of the City Council to discuss the motion. If there is no desired discussion, the Mayor may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, it is a good idea to repeat the motion before calling for the vote.
9. *Vote.* The Mayor may ask the City Secretary to call roll. Unless a super-majority is required for passage of the motion, a simple majority vote determines whether the motion passes or fails. Unless a member of the Council seeks recusal from voting on any question where the vote would constitute a conflict of interest, and that recusal is consented to by a majority of the remainder of the Council, all members of the Council shall vote upon every question, ordinance or resolution. Action items require a vote.
10. *Announce the Outcome.* The Mayor announces the results of the vote and should also state what action (if any) the Council has taken. The Mayor should announce the name of any member who voted in the minority on the motion.

3.3 The Basic Motions.

The basic motion is the one that puts forward a decision for consideration. A basic motion might be: “I move for approval of the ordinance as submitted,” or “I make a motion that we deny the resolution.”

3.4 The Motion to Amend.

If a member wants to change a basic motion, the member would have to motion to amend the original or previously amended motion. A motion to amend might be: “I move that we amend the motion to include the changes we discussed to the ordinance.” A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. A

motion to amend requires the agreement of the person making the original motion. If the basic motion has already been seconded, the motion to amend must be acknowledged and accepted by the member who seconded the basic motion.

3.5 Discussion and Debate.

The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the City Council. Discussion and debate can continue as long as the members wish to discuss it, or until the Mayor decides that it is time to move on and call a vote on the motion.

3.6 Other Motions.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are NOT debatable, and the Mayor must immediately call a vote on the motion, if seconded by another member.

- *Motion to Adjourn.* This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- *Motion to Recess.* This motion, if passed, requires the Council to immediately take a recess. Normally the Mayor will determine the length of the recess which could last for a few minutes to several hours. It requires a simple majority vote.
- *Motion to Fix the Time to Adjourn.* This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, "I move we adjourn this meeting at Midnight." It requires a simple majority vote.
- *Motion to Table.* This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item shall be placed on the agenda at the following Council meeting.
- *Motion to Remove from Table.* This motion, if passed, allows the Council to remove an item previously placed on hold. A vote in favor of removing an item from the table must be made before the Council can take action on an item that was tabled.

3.7 Motions Requiring a Supermajority Vote to Pass.

A supermajority vote consists of at least four votes (three to pass as a simple majority, plus one more).

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- *Motion to Limit Debate.* This motion is sometimes referred to as, "moving the question" or, "calling the question." When a member of the Council makes such a motion, the member is saying, "I have had enough discussion, let's vote on the issue." When such a motion is made, the Mayor should ask for a second, stop the discussion and vote on the motion to limit debate. The motion requires a supermajority vote to pass. Meaning, the number of council members voting for the motion must equal four or more.
- *Motion to Object to the Consideration of an Item.* This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda. The motion requires a supermajority vote to pass.

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(Normally, this motion is unnecessary, because the objectionable item can be defeated outright or tabled.)

- *Motion to Suspend the Rules.* This motion is debatable, but requires a ~~supermajority~~ vote to pass. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A "motion to suspend the rules and give the speaker ten additional minutes," accomplishes this desire.

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3.8 Motion to Reconsider.

There is a special motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. As such, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a simple majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

The first issue involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely and it may not be considered unless the Council suspends the rules to consider it.

Secondly, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion seeks to make a motion to reconsider, it MUST be ruled out of order by the Mayor. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back again and again, which would defeat the purpose of finality.

If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

3.9 Courtesy, Decorum and Order.

These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the Mayor (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The Mayor should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants of the discussion. Debate on policy is healthy; debate on personalities is not. In order to assist in the creation and maintenance of that atmosphere, the following rules shall govern all meetings:

1. *Request to Speak.* Before a Council Member, staff member or an audience member may speak on open session agenda items, they must first be recognized by the Mayor. Upon recognition the person requesting to speak shall hold the floor and shall make their point

clearly and succinctly. Public comments must be kept relevant to agenda items or other matters over which the city council has jurisdiction. ~~The Mayor shall rule on the relevance of comments. Persons making irrelevant, impertinent, overly redundant or slanderous remarks may be barred by the Mayor from further comment before the Council during the meeting. Audience members may criticize the city council, including criticism of any act, omission, policy, procedure, program, or service. The Mayor has the right to cut a speaker off if the discussion becomes too personal to an individual, loud, crude, irrelevant, impertinent, redundant, or slanderous.~~

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2. Order. While the Council is in session, all Council Members must preserve order and decorum. If a person fails to request to speak before speaking, the Mayor shall rule them 'out of order' and remind them that they do not have the floor. A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the Mayor. Members of the City Council should not leave their seats during a meeting without first recusing themselves, obtaining permission of the Mayor, or making a motion to recess.

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Moved up [1]: While the Council is in session, all Council Members must preserve order and decorum. A person shall neither, by conversation or

3. *Improper References Prohibited.* Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience or a staff member. Speakers shall confine themselves to the question under debate, avoiding all personal attacks and indecorous language.

4. *Interruptions.* A Council Member, once recognized, shall not be interrupted when speaking unless it is to call the member to order, or other such interruption expressed below. If the Council Member, while speaking, is called to order, the member shall cease speaking until the question of order is determined, and if the Council Member is found to be in order, the member shall be permitted to proceed speaking. Allowable interruptions or points of order are as follows:

- a. *Point of Privilege.* The proper interruption would be: "Point of Privilege." The Mayor would then ask the interrupter to, "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or cold, or a fan motor might interfere with a Council Members ability to hear.
- b. *Point of Order.* The proper interruption would be: "Point of Order." The Mayor would then ask the interrupter to, "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Mayor called for a vote on a motion that permits debate without allowing any discussion.
- c. *Motion to Appeal.* If the Mayor makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the Mayor by stating, "motion to appeal." If the motion is seconded and after debate if it passes by a simple majority vote, the ruling of the Mayor is reversed.
- d. *Call for orders of the day.* If a council member believes the discussion has strayed from the agenda, the member may say, "let's return to the agenda." The motion does not require a vote. If the Mayor discovers that the discussion has strayed from the agenda, the Mayor simply returns to the business of the day.

- e. *Withdraw a Motion.* During the debate and discussion of a motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council members are free to make the same motion or another motion.

3.10 City Council and Board Member Disruptions.

As stated in Resolution R-2017-20, when members of the City Council or other Board Members become engaged in heated discussions that could be construed as not following parliamentary procedures, ~~it will be the responsibility of the Presiding Officer (Mayor or Board Chair) to restore order to the meeting.~~ In the event that order cannot be immediately restored, the Presiding Officer should call for a recess. When the recess is called, a sufficient number of the City Council or Board Members should depart the room so that a quorum is no longer present. Information Technology personnel will ensure that the microphones and audio for the television channel are turned off. The Presiding Officer will determine what action to take and will resume the meeting, when appropriate. Law enforcement personnel will not become involved unless a crime (i.e. assault, terroristic threat, etc.) is committed.

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3.11 Audience Disruptions.

It is against the laws of the State of Texas for anyone to intentionally or recklessly disrupt official proceedings. As stated in Resolution R-2017-20, if a member of the audience (gallery) becomes disruptive, the Presiding Officer will inform that person that their conduct is not permissible and to cease. If that person receives a second warning, the Chief of Police or the Chief's designee will position themselves in proximity to that person. On the third warning (when appropriate), the Presiding Officer will inform the person that their actions are disrupting this lawful meeting and they must depart immediately. The Chief of Police or the Chief's designee has the discretion to escort the person out of the chambers and off of City property. In the event the person does not leave the chambers, the person may be subject to being arrested under Section 42.05 of the Texas Penal Code (TPC) and/or Section 38.13 of TPC, or punished as provided in an ordinance enacted under Section 217.003 of the Texas Local Government Code. The person will be subject to arrest under Section 30.05 TPC if the person does not leave the property. In the event the same person comes to a subsequent meeting and disrupts that meeting to the point they are requested to leave again, a criminal trespass warning can be issued.

3.12 Council May Discipline its Own Members.

In the event a Council Member violates the Charter, these rules or any other ordinance of the city, or acts in a manner that causes embarrassment or disgrace to the City of Bastrop, the City Council on supermajority vote may discipline the offending member. To consider such an action, the Mayor or two Council Members may place the item on an agenda.

Such action may only take place after an executive session is held to discuss the offense. The offending member shall be present at the executive session to answer any questions asked by members of the City Council or make other statements as the member may desire to make in ~~their~~ defense. If the offending member refuses to attend the executive session, the remaining

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members of the City Council may proceed in ~~their~~ absence.

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The outcome of the executive session may be as follows and shall be made publicly in open session in accordance with the Texas Open Meetings Act:

1. *No Action*. The City Council chooses to take no action.
2. *Private Censure*. The City Council may choose to privately censure the offending member, leaving their comments to the offending member left in the confines of the executive session.
3. *Public Censure*. The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record.

ARTICLE 4. AGENDA ORDER

The Mayor and the City Manager or an appropriate designee shall prepare an agenda and cause the same to be posted ~~in accordance with the Texas Open Meetings Act~~. Agendas and packet material shall be delivered to the City Council via electronic format uploaded into a cloud storage service, such as Dropbox. City Council shall be notified via email that the agenda and packet have been uploaded and available for review. The goal would be to upload the agenda and packet on Thursday prior to a regularly scheduled Council Meeting. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

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In order to facilitate the agenda process, the Mayor, two Council Members, or the City Manager may place an item on the agenda. Staff assistance, if required, should be requested through the City Manager (City Charter, Article III, Section 3.05 Prohibitions). Agenda items must be provided to the City Manager’s Office at City Hall by 12:00 noon on the 7th calendar day preceding the date of the regular meeting. If the agenda topic does not allow for staff to adequately prepare information for Council’s consideration, the item may be postponed until the next regular meeting.

4.1 Call to Order.

The Mayor shall call the meeting to order. The Mayor shall announce that a quorum of the City Council is present and shall state for the record the names of all members of the City Council that are absent.

4.2 Pledges of Allegiance to the United States & Texas Flags.

The Council shall recite the Pledge of Allegiance, first to the United States Flag, and then to the state Flag of Texas. The Council welcomes individuals and organizations, young and old, to lead the Pledges.

4.3 Invocation.

All regular meetings of the City Council shall include an invocation.

4.4 Presentations.

Presentations may be made by the Mayor, City Council or Staff. The Mayor may deliver any proclamation as may be required from time to time. Outside entities and organizations granted

permission to make a presentation shall be placed in this section.

Proposed proclamations and resolutions will not be placed on an agenda or brought before the City Council for discussion or action that:

- (a) Take a position on a matter of religious or spiritual values or principles, including ones that advance one religion, denomination or article of faith over another;
- (b) Promote political partisanship favoring one party over another;
- (c) Advocate outcomes in legal matters in which the City of Bastrop is not a party and are pending before a court or administrative law body (e.g., State Office of Hearings Examiners);
- (d) Is contrary to a policy position stated in an ordinance previously adopted by the Council (unless the Council is in the process of amending or repealing the prior ordinance).

4.5 Work Session/Briefings.

Items may be included in this section for the purpose of conducting a detailed and thorough exploration of matters that may subsequently come before City Council as an item for individual consideration. All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a work session. Council may, through the City Manager, request the attendance of such staff members or outside experts as may be required to answer such questions. No formal action may be taken on items. Council may provide staff direction on the matter being considered. Citizen comments and questions will be considered at the end of the prepared presentation and after Council has asked questions.

4.6 Staff and Board Briefings.

Items that are provided to Council on a routine basis, such as monthly financial statements and quarterly investment reports, should be included in this section. Appointed boards of the City, who have been requested to provide periodic updates, such as the Bastrop Economic Development Corporation and Visit Bastrop, will be included in this section.

4.7 Citizen Comments Item.

Every agenda must include the following language for purposes of open and transparency to inform the public of how to appropriately address the City Council:

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on (insert the date of the meeting). Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment

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or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of anyone. Accordingly, profane, insulting or threatening language directed toward anyone will not be tolerated.

4.8A Approval of the Minutes.

The Council shall consider the minutes of any meeting presented for their review since the last regular meeting. This heading will only be used when there are no other items listed on a consent agenda; otherwise, this heading may take the form of one item among others on the Consent Agenda.

4.8B Consent Agenda Items.

There is hereby established, as a part of every agenda for regular and/or special called meetings of the City Council, a portion of said agenda that shall be labeled "consent agenda." Said consent agenda may consist of any and all business regularly coming before the City Council including approval of the minutes of previous meetings.

Any member of the City Council or a citizen may request that any item be removed from the consent agenda and considered separately prior to the City Secretary reading the caption of each item. If any item was removed from the consent agenda, it will be considered immediately following approval of the remainder of the consent agenda.

The City Secretary shall read the caption of each item and/or ordinance prior to a motion being made to approve the Consent Agenda. Once a second is received on the motion, the Council shall vote.

All items set out in the consent agenda shall be deemed passed upon passage of an affirmative motion, by a vote of the majority of the members of the City Council, that the consent agenda be adopted. No further action shall be deemed necessary, and all such items appearing on the consent agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately.

4.9 Items for Individual Consideration.

Items for individual consideration shall be considered by the City Council individually and approved by either a simple majority vote or a supermajority vote as the case may be.

Public hearings, which are statutorily required, shall be included in this section. The Mayor shall first request staff comments. The Mayor shall open the public hearing and receive citizen input. While the public hearing is open, Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules established herein for citizen comments. Upon conclusion of citizen comments, the Mayor shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing.

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¶ To address the Council concerning any item on the agenda:¶
1. Please submit a fully completed request card to the City Secretary prior to the start of the Council meeting; or¶
2. Request cards can be completed online at https://www.cityofbastrop.org/page/cc.request_to_speak from the time the Council agenda is posted online until 5:00 p.m. on the day of the meeting.¶
¶ It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur, defame, or libel the performance, honesty and/or integrity of any member or members of the Council individually, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.¶

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4.10 Executive Session Items.

This section is only used when it is known in advance that it is necessary for the Council to convene in executive session. Executive sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

If the subject of the executive session warrants, the executive session may be held prior to the regular session. Council may agree in Executive Session what can be shared in public prior to concluding the Executive Session. Nothing herein shall limit the ability of the Council to adjourn into Executive Session at any time during a meeting to discuss any agenda item.

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4.11 Action on Executive Session Items.

This section is only used if Council conducts an executive session. As a general rule, action on executive session items must be taken during public/open session of the Council, unless as authorized by law. Action may include the taking of no action at all.

4.12 Adjournment.

The Mayor shall adjourn the meeting upon passage of the appropriate motion.

ARTICLE 5. RULES GOVERNING CITIZEN COMMENTS

5.1 Purpose.

It is the desire of the City Council to hear from the citizens of Bastrop and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments.

5.2 Rules for Audience Comments during Public Hearing.

Immediately preceding the opening of a public hearing, the Mayor may direct the City Secretary to read the rules governing citizen comments during a Public Hearing. Generally, the rules for a Public Hearing are the same as for Citizen Comments (below); however, the rules for Public Hearings may be altered by the Mayor in advance of the hearing if reasonably necessary to facilitate audience input, Council deliberations, and an efficient meeting.

5.3 Rules Governing Citizen Comments.

1. Each speaker is limited to a maximum timed limit of three minutes on any item except for a public hearing item for which the Presiding Officer has announced a longer time period is allowed. Speakers cannot pool or donate their time allotment to other speakers.
2. No individual may address the Council without submitting a speaker card, which may be done online or in person. The card must clearly state the subject or issue on which the citizen wishes to speak. If the subject matter does not pertain to city business, the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
3. Citizens speaking on agenda items shall restrict their comments to the subject matter listed. Citizens speaking on agenda items may make comments either during the Citizen Comment

Commented [A12]: This is in response to the 2019 legislation that gives the speaker the choice (and prevents government entities from limiting citizen communications until the very end of the agenda).

portion of the agenda or when the City Council takes up that particular agenda item.

4. Citizens speaking on non-agenda items shall only speak during the Citizens Comment portion of the agenda.
5. Council may not act upon or discuss any issue brought forth as a non-agenda item, except to:
 - a. Make a statement of specific factual information given in response to the inquiry, or
 - b. A recitation of existing policy in response to the inquiry.Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
6. Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, or personal attacks are strictly prohibited and violators may be removed from the Council Chambers.
7. No placards, banners or signs may be displayed in the Council Chambers or City Hall. Exhibits relating to a presentation are acceptable provided that copies are given to the City Secretary to be included in the official records of the meeting.
8. Because of cyber-security concerns, citizens are not allowed to utilize the City's audio-visual equipment for electronic multi-media presentations unless permission is granted by the City Secretary at least 24 hours in advance (at the City Secretary's sole discretion). Hard copies must be provided to the City Secretary to be included in the official records of the meeting.
9. Arguing loudly or forcefully, efforts at intimidation of speakers or attendees, or other disruptive behavior is prohibited. Civil discussion and/or debate are acceptable on items specifically listed on the agenda.
10. Unauthorized remarks from the audience, stomping of feet, applauding, whistles, yells, or any type of disruptive behavior is prohibited. Applause of appreciation may be acceptable when recognizing a significant event or achievement.
11. Council meetings are the workplace to carry out the business of the City of Bastrop; therefore, any conduct that could constitute harassment in the workplace is prohibited.

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5.4 Preservation of Order.

As referenced in Article 3.11 above, the Mayor shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the Council Chambers any non-Council Member speaking out of order or disrupting the order of the meeting.

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5.5 Applicants.

An applicant appearing before the Council seeking approval for items such as contracts or development authorizations is limited to a maximum timed of ten minutes.

ARTICLE 6. COUNCIL LIAISONS TO BOARDS AND COMMISSIONS

One Council Member will be appointed as the council liaison to each of the city's boards and commissions annually as a part of the Board & Commission Member appointment process, except for the Ethics Commission, Bastrop Housing Authority, Zoning Board of Adjustments, and the Hunters Crossing Local Government Corporation (Council Members are appointed to this board). The Mayor will appoint council liaisons with consideration given to applicable expertise.

Commented [A14]: Committees, also (or not necessarily?)

Council liaisons are asked to make every effort to attend the meetings of the boards or commissions to which they have been appointed as liaison. Board and commission members may contact their council liaison concerning items of concern or interest with regard to their appointed board.

ARTICLE 7. TABLE OF MOTIONS AND POINTS OF ORDER

| MOTION/ORDER | REQUIRES SECOND | DEBATABLE | AMENDABLE | VOTE TYPE |
|--|------------------------|------------------|------------------|------------------|
| Basic Motion | Yes | Yes | Yes | Simple |
| Motion to Amend | * | No | Yes | N/A |
| Motion to Adjourn | Yes | No | No | Simple |
| Motion to Recess | Yes | No | Yes | Simple |
| Motion to Fix the Time to Adjourn | Yes | No | No | Simple |
| Motion to Table | Yes | No | No | Simple |
| Motion to Limit Debate | Yes | No | No | Super |
| Motion to Object to the Consideration of an Item | Yes | No | No | Super |
| Motion to Suspend Rules | Yes | No | No | Super |
| Motion to Reconsider | Yes | Yes | Yes | Simple |
| Point of Privilege | No | No | No | N/A |
| Point of Order | No | No | No | N/A |
| Motion to Appeal | Yes | Yes | No | Simple |
| Call for Orders of the Day | No | No | No | N/A |
| Withdraw a Motion | No | No | No | N/A |
| Motion to Enforce | Yes | No | No | Simple |

* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion. An amendment to an amendment, requires first the approval of the member who made the original amendment and secondly the approval of the member who made the original motion.