



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

October 14, 2024

6:00 PM

Council Chambers

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEM

1. Discussion on draft Boards and Commissions Manual, the proposed Town Council Rules and Procedures Manual, and the Appointed Officials Evaluation Policy. (Brandon Wright, Town Manager and Tammy Dixon, Town Secretary)

ADJOURN WORK SESSION

CALL REGULAR MEETING TO ORDER (immediately following Work Session or 7:00 p.m., whichever is later)

INVOCATION led by Pastor Joel Quilé, Bara Church

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Council on any matter pursuant to Texas Government Code 551.007. The Council is not permitted to discuss or take action on any presentations made concerning matters that are not listed on the agenda. Presentations are limited to matters over which the Council has authority. Speakers have up to three (3) minutes or the time limit determined by the Presiding Officer. Each speaker must have submitted their request to speak by completing the Speaker's Form or may email mayorandcouncil@trophyclub.org

PRESENTATIONS

2. Recognition of Eric G. Ransleben, retired Municipal Judge
3. Police Department badge pinning ceremony. (Patrick Arata, Chief of Police)

COMMUNITY SPOTLIGHT

4. Northwest Independent School District Superintendent Update
5. Working for You... Trophy Club
 - a) Update from Town Council Members
 - b) Update from Town Manager (Brandon Wright, Town Manager)

CONSENT AGENDA

This part of the agenda consists of non-controversial, or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

6. Consider approval of the September 23, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
7. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Lake County Chevrolet for the purchase of one Chevrolet Silverado in the amount of \$48,521.20. (Patrick Arata, Chief of Police)
8. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Silsbee Ford for the purchase of two Ford Explorers for the Police Department in the amount of \$88,077.60. (Patrick Arata, Chief of Police)
9. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Motorola Solutions for the supply of police body and vehicle camera video storage, as well as online training services, in the amount of \$29,321.10. (Patrick Arata, Chief of Police)
10. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Dell Technologies for the purchase of 15 laptop computers for patrol and criminal investigation divisions in the amount of \$57,971.55. (Patrick Arata, Chief of Police)
11. Consider Amendment No. 3 to the Interlocal Agreement between the Town of Trophy Club and Northwest Independent School District for School Resource Officers for the 2024-2025 School Year; and authorize the Town Manager to execute same on behalf of the Town. (Patrick Arata, Chief of Police)
12. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Zimmerer Kubota & Equipment for a Parks Department tractor and equipment attachments in the amount of \$81,434.69. (Chase Ellis, Director of Parks & Recreation)
13. Consider authorizing the Town Manager to negotiate and execute a contract renewal (year 5 of 5) with Municipal Mosquito in an amount of not-to-exceed \$40,000 for mosquito

management services for the period April 17, 2024, through April 16, 2025. (Matt Cox, Director of Community Development)

14. Consider a resolution approving the Human Resources Policies and Procedures Manual, the Leave Administration Policy, and the Prohibited Technology Policy; and authorizing the Town Manager to make ministerial revisions as necessary. (Denise Deprato, Director of Human Resources)

INDIVIDUAL ITEMS

15. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with the City of Roanoke for a Lenco BearCat SWAT vehicle in the amount of \$77,373.20. (Patrick Arata, Chief of Police)
16. Consider the adoption of the Town of Trophy Club 2025-2030 Strategic Plan. (Brandon Wright, Town Manager)
17. Consider a resolution petitioning the State of Texas to designate Trophy Club as the "Texas Town of Patriots." (Brandon Wright, Town Manager)
18. Consider a resolution consenting to the expansion of the Trophy Club Municipal Utility District No. 1 within the corporate boundaries of and to include all areas within the Town of Trophy Club. (Brandon Wright, Town Manager)

EXECUTIVE SESSION

Pursuant to the following designated sections of the Texas Government Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Town Council will recess into executive session to discuss the following:

Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

1) Town Manager

RECONVENE INTO REGULAR SESSION

ADJOURN

The Town Council may convene into executive session to discuss posted items as allowed by Texas Government Code Sections 551.071 through 551.076 and Section 551.087.

CERTIFICATION

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: October 9, 2024, at 3:45 p.m and said Notice

of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

/s/ Tammy Dixon
Tammy Dixon, Town Secretary

If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 6822372900, 48 hours in advance, and reasonable accommodations will be made to assist you.



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Brandon Wright, Town Manager
Tammy Dixon, Town Secretary

AGENDA ITEM: Discussion on draft Boards and Commissions Manual, the proposed Town Council Rules and Procedures Manual, and the Appointed Officials Evaluation Policy. (Brandon Wright, Town Manager and Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: This workshop item is intended to discuss both the draft Boards and Commissions Manual, the proposed Town Council Rules and Procedures Manual, and the Appointed Officials Evaluation Policy. The goal is to gather input from Council members on all documents and ensure that the manuals reflect the needs and expectations of the Town Council.

Boards and Commission Manual

Staff has revised the Boards and Commissions Manual, which outlines the operational procedures of the Town's boards, commissions, and committees (Boards). The document was initially presented to the Town Council at the June 10, 2024, Work Session. Since then, minor updates have been made. The manual was also distributed to each Board/Commission Chair and staff liaison for review and input, and their feedback has been incorporated into the final version.

Additionally, to ensure that all board and commission members are well-informed, the Town Manager and Town Secretary will attend a meeting of each board and commission during the months of October and November to provide general training. This training will cover required paperwork, an overview of Robert's Rules of Order, and the roles and responsibilities of the Chair, Vice Chair, and members. For boards and commissions that do not meet regularly, a special meeting will be called to facilitate this training.

Council Rules and Procedures Manual

In accordance with Section 3.11 of the Town of Trophy Club's Home Rule Charter, the Town Council is authorized to establish its own rules of procedure. As discussed during the June 10, 2024 Work Session, the current rules are scattered throughout the Town's Code of Ordinances, or in some cases, not formally provided for. To ensure clarity, consistency, and transparency in Town Council operations, staff has developed a new Council Rules and Procedures Manual. This manual consolidates the Council's operational policies into a single, comprehensive document, providing clear guidance on meeting protocols, public participation, and decision-making processes. The proposed document was modeled after examples from other municipalities and has been tailored to meet the specific needs of Trophy Club. Key areas for discussion include:

- **Citizen Comments:** Guidelines for public involvement during Council meetings, including processes for addressing the Council and submitting written comments.
- **Public Hearings:** Procedures for conducting public hearings, including staff presentations, public participation, and council deliberations.

Appointed Officials Evaluation Policy

Another policy in development for the Town Council establishes a procedure for conducting employee evaluations for those positions directly appointed and reviewed by the Town Council. These positions include Town Manager, Town Attorney, and Town Secretary. The policy outlines the creation of an Appointed Official Review & Compensation Subcommittee to assist with collecting and summarizing feedback related to the appointed official and establishes documents to be prepared and reviewed to properly evaluate the appointed official's performance. The policy and procedures documents outline the process that would be followed for both annual reviews and mid-year reviews.

If the Town Council decides to move forward with the adoption of these manuals and policies, staff will proceed with the next steps in the adoption process.

BOARD REVIEW/CITIZEN FEEDBACK: The draft Boards and Commissions Manual was distributed to each Board/Commission Chair and staff liaison for review and input, and their feedback has been incorporated into the final version.

FISCAL IMPACT: There is no financial impact associated with this agenda item.

LEGAL REVIEW: The final versions of each manual will be reviewed as to form and legality by the Town Attorney.

ATTACHMENTS:

1. Town Council Rules of Order & Procedure - Draft
2. Town Council Rules of Procedure - Current
3. Boards and Commissions Manual
4. Appointed Official Evaluation Policy and Procedures

ACTIONS/OPTIONS:

This workshop item is being presented for discussion and feedback purposes only. No action will be taken by the Town Council during the workshop. Any recommendations will be presented at future Town Council Meetings for consideration.



TOWN COUNCIL RULES OF ORDER AND PROCEDURE

**Approved by Resolution 2024-XX
(date)**

Draft: 10/14/2024

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1. AUTHORITY

1.1 CHARTER

The Town of Trophy Club Charter, Article III; Section 3.11 provides that the Town Council shall determine its own rules of order and procedures. These shall be in effect upon adoption by the Town Council and until such time as amended, suspended or new rules are adopted in the manner provided.

1.2 COUNCIL MEMBER ELECTION/APPOINTMENTS

a. Election of Mayor Pro Tem

Pursuant to Article III, Section 3.07 of the Town Charter, the Town Council shall elect one of its members to serve as Mayor Pro Tem at its first meeting after election of council members. Upon election, the Mayor Pro Tem shall perform all the duties of the Mayor in the absence or disability of the Mayor.

Absence of Mayor and Mayor Pro Tem: When the Mayor and Mayor Pro Tem are absent from any meeting of the Town Council, the members present shall choose another member to act as presiding officer.

b. Council Committees

At the first Town Council meeting in June the Mayor shall recommend the members of the following Council Subcommittees subject to the approval of the Town Council. Town Council Members may recommend changes to those members recommended by the Mayor:

- Appointments Committee
- Budget Oversight Committee
- Appointed Official Review and Compensation Committee
- Municipal Utility District No. 1 Coordination Committee

1.3 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

Pursuant to the Town Charter Article III; Section 3.06, the Mayor has been delegated the responsibility to act as the Town's Council's representative for all ceremonial purposes. In the Mayor's absence, the Mayor Pro Tem assumes this responsibility. In both the Mayor's and Mayor Pro Tem's absence, the Mayor will request another Council Member to assume this responsibility.

1.4 COUNCIL MEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

From time to time, Council Members may choose to participate in community activities, committees, events and task forces. When a Council Member participates in these types of activities, the Council Member is acting as an interested party rather than acting on behalf of the Town Council. Acting or participating on behalf of the Town Council is limited to those instances when the Town Council has formally designated the Council Member as its representative for the matter.

2. COUNCIL MEETINGS

2.1 REGULAR MEETINGS

Consistent with Charter Section 3.09, regular meetings of the Council shall hold at least two (2) regular meetings a month for at least seven (7) months and a minimum of one meeting during each of the other five (5) months at a time to be fixed by Council for such regular meetings. Council may hold as many other meetings as may be necessary for the transaction of the business of the Town.

All regular meetings shall be held at the Municipal Building or at such other places within town limits as will permit the attendance of the general public. All meetings will be held in accordance with open meeting laws of the State of Texas.

2.2 SPECIAL MEETINGS AND EMERGENCY MEETINGS

Consistent with Charter Section 3.10, special meetings may be called at any time by the Mayor or by three members of the Town Council. The Town Secretary shall post notice thereof as provided by State law.

In case of emergency or urgent public necessity which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor or by two members of the Town Council, and it shall be sufficient if the notice is posted one hour before the meeting is convened, or as may be required by the Texas Open Meetings Act. Diligent effort to notify all Council Members shall be made prior to the emergency meeting. (Texas Government Code, Section 551.045)

2.3 EXECUTIVE SESSIONS

The Town Council may meet in Executive Session during any workshop, regular, or special meeting, or anytime otherwise authorized by State law, to consider or hear any matter which is authorized by State law to be heard or considered in Executive Session.

- a. The specific Texas Government Code Section authorized for the executive session and the subject matter for consideration shall be announced by the Mayor or the presiding officer in an open meeting before such session is held.
- b. Council Members may not reveal the nature of discussion from a closed session unless required by State law. Disclosure of the discussion from a closed session is a violation of the Code of Conduct. (Code of Ordinances, Section 1.05.004 (3))

2.4 NOTICE OF MEETINGS

Notice of meetings and the agenda for all Town Council meetings shall be posted by the Town Secretary on the Town's official bulletin board and website pursuant to the requirements of the Texas Open Meetings Act. (Texas Government Code, Section 551)

2.5 QUORUM

Charter Section 3.12 states a majority of the Council shall constitute a quorum to do business. Four members of Council shall constitute a quorum for the purpose of transaction of business and no action of the Council shall be valid or binding unless adopted by the affirmative vote of four or more members of the

Council, or as required by State law or the Town's Charter.

2.6 PRESIDING OFFICER

a. Designation

Consistent with Charter Section 3.06, the Mayor shall preside at all meetings of the Council. The Mayor may participate in the discussion of all matters coming before the Council and shall have a vote on all matters before the Council. In the absence of the Mayor, the Mayor Pro-Tem shall preside. In the absence of both the Mayor and the Mayor Pro-Tem, the Town Council shall elect a presiding officer.

b. Call to Order

The meetings of the Town Council shall be called to order by the Mayor. In the absence of both the Mayor and the Mayor Pro-Tem, the meeting shall be called to order by the Town Secretary.

c. Preservation of Order

The Mayor shall have the authority to preserve order at all Town Council meetings, to enforce the rules of the Town Council and to determine the order of business under the rules of the Council.

2.7 ATTENDANCE BY THE PUBLIC

All meetings of the Town Council shall be open and public in accordance with the terms of provisions of the Texas Open Meetings Act except the Executive Session or closed meetings allowed by State law.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council.

2.8 MINUTES/RECORDINGS

At a minimum, the minutes shall include the members present, state the subject of each deliberation, and indicate each vote order, decision, or other action taken. The minutes shall also indicate how each member voted on each matter. (Texas Government Code, Section 551)

a. Town Council Approval of Minutes

Minutes of meetings are generally submitted to the Town Council within two weeks for approval. The Mayor and Council Members present shall be required to vote on the approval of the minutes, even if absent at the meeting for which the minutes pertain.

b. Recording of Meetings

Video or digital recordings of proceedings are maintained by the Town Secretary for six months after approval by the Town Council or for such other period as may be required by law.

2.9 ESTABLISHING THE TOWN COUNCIL MEETING AGENDA

The Town Manager shall establish a preliminary Town Council meeting agenda based on the policy direction of the Mayor and Town Council and specific items of business that require action by the Town Council. The Town Manager shall review the preliminary agenda with the Mayor prior to finalizing the final meeting agenda.

Any item requested by two (2) Council Members, or the Mayor, or by the Town Manager shall be placed on the agenda by the Town Secretary. (Town Charter, Section 3.11 (b))

The Town Manager may discuss with the requesting Council Member the delay of the agenda item. A Council Members' item requested should, at minimum, be placed on a Work Session agenda for discussion within the next four (4) meetings following the request unless otherwise determined by the Mayor and Town Manager. Such a determination will be communicated to the requesting Council Member.

3. ORDER OF BUSINESS

3.1 GENERAL ORDER

Town Council meetings will be generally conducted in the following order, unless otherwise specified. An Executive Session may be held at any time during a work session, regular, or special called meeting consistent with applicable State law.

WORK SESSION AGENDA
CALL TO ORDER AND ANNOUNCE A QUORUM
WORK SESSION ITEMS
ADJOURN

REGULAR MEETING AGENDA
CALL TO ORDER AND ANNOUNCE A QUORUM
INVOCATION
PLEDGE OF ALLEGIANCE
PUBLIC COMMENTS
COMMUNITY SPOTLIGHT
CONSENT AGENDA
PUBLIC HEARINGS
INDIVIDUAL ITEMS
EXECUTIVE SESSION (*AS NEEDED*)
ADJOURNMENT

3.2 NUMBERING AND INDEXING OF AGENDA ITEMS

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the Town Secretary shall separately index all ordinances and resolutions.

3.3 PUBLIC RECOGNITION/COMMUNITY SPOTLIGHT

All special presentations and announcements will be calendared and coordinated through

the Town Secretary. A period of time, typically not to exceed five minutes, will be provided for each recognition.

3.4 ITEMS OF COMMUNITY INTEREST / COUNCIL COMMUNICATIONS

Members of the Town Council have the opportunity to briefly comment and notify others of items of community interests including; expressions of thanks, congratulations or condolences; holiday schedule information; an honorary or salutary recognition of a public official, public employee, or other citizen; information about a Town-organized or sponsored event or other social, ceremonial, or community event; announcements involving an imminent threat to the public health and safety of the citizens that has arisen after the posting of the agenda.

3.5 CONSENT AGENDA

The Consent Agenda shall contain routine, non-controversial items that require Town Council action but need little or no further Town Council deliberation.

Agenda items may be removed from the Consent Agenda at the request of the Mayor, a Council Member, or Town Manager and will be considered after approval of the entire Consent Agenda. The requested item removed from the consent agenda will then be considered for a separate vote of the Town Council.

4. RULES OF CONDUCT

4.1 GENERAL PROCEDURE

These rules, consistent with the Town Charter and any applicable Town ordinance, statute or other legal requirement, shall govern the proceedings of the Town Council.

4.2 PARLIAMENTARY PROCEDURES

Robert's Rules of Order Newly Revised, as amended by the Council, shall govern the proceedings of the Town Council.

4.3 DAIS SEATING

The Mayor shall be seated at the center of the dais, with the Mayor Pro Tem seated immediately to the Mayor's right. The remaining Council Members will be seated by Place number, one through six from left to right, as viewed from the audience.

4.4 AUTHORITY OF THE PRESIDING OFFICER

Subject to appeal to the full Town Council, the Mayor shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the Town Council by ruling any such matter out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is acting in good faith.

Any member of the Town Council may move to require enforcement of the rules, and the affirmative vote of a majority of the Town Council shall require the presiding officer to act.

4.5 MAYOR TO FACILITATE COUNCIL MEETINGS

In the role of facilitator, the Mayor will assist the Town Council in focusing agenda discussions and deliberations.

4.6 COUNCIL DELIBERATION AND ORDER OF SPEAKERS

The Mayor has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member and that Council Member may respond while the floor is still held by the Council Member asking the question. A Council Member may opt not to answer a question while another Council Member has the floor.

4.7 LIMIT DELIBERATIONS TO ITEM AT HAND

Council Members will limit their comments to the subject matter, time or motion being currently considered by the Town Council.

4.8 LENGTH OF COUNCIL COMMENTS

Council Members will govern themselves as to the length of their comments or presentation. As a courtesy, the Mayor will advise a Council Member who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Council Members in their efforts to communicate concisely.

4.9 OBTAINING THE FLOOR

Any member of the Town Council wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Council Member who seeks the floor when appropriately entitled to do so.

4.10 MOTIONS

Motions may be made by any member of the Town Council, including the Mayor or the then presiding officer, provided that before the Mayor or the then presiding officer offers a motion, the opportunity for making a motion should be offered to other members of the Town Council. Any member of the Town Council, other than the person offering the motion, may second a motion.

4.11 PROCEDURES FOR MOTIONS

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated it must be seconded.
- b. A Council Member who wishes to make a motion should do so through a verbal request to the Mayor.
- c. A Council Member who wishes to second a motion should do so through a verbal request to the Mayor.
- d. Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the Mayor.
- e. Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, provided, however, Council Members may be allowed to explain their vote.
- f. The following motions are as examples of possible motions. Council Members may word motions in any common manner provided such motions and intended action are clear. The Mayor or then presiding officer may confirm that each of the Council Members understand the motion prior to calling for a vote on the motion.
- g. When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

MOTION TO APPROVE OR DENY

A motion to approve or deny is a proposal to take a specific action. The maker of the motion may state “I make a motion to approve/deny Agenda Item #” or may state the recommended motion (under state law, certain motions require specific language in which case staff will provide the specific motion in the packet that the specific language must be used), or such person may state the agenda caption although it is not necessary.

MOTION TO APPROVE WITH AMENDMENTS

A motion to approve a specific action may include amendments recommended by a board, Town Attorney, another Council Member, or staff. The maker of the motion may state “I make a motion to approve Agenda Item # with the following amendment(s)...” or state recommended motion or the agenda caption with the amendment included.

MOTION FOR RECONSIDERATION

A motion for reconsideration indicates a Council Member wants the Town Council to reconsider a prior action of the Town Council and if successful, for the Town Council to consider taking different action. A motion to reconsider may be made at the same meeting or at the next succeeding meeting following the relevant Town Council action, provided the reconsideration request complies with the requirements of the Texas Open Meetings Act and applicable law. If the motion to reconsider a prior action is not made at the same meeting, such motion and the related agenda item must be posted on the agenda for the meeting at which the motion is to be reconsidered. The maker of the motion may state: “I make a motion to reconsider Agenda Item #” or may state the full agenda caption. If that motion fails, then the matter is not finally concluded. If the motion to reconsider passes, then a motion is then made for the different action.

A motion for reconsideration may only be made by a Council Member who voted with the majority of the Town Council on the action proposed to be reconsidered by the Town Council. Any member of the Town Council may second a motion for reconsideration.

MOTION TO ADJOURN

If the Town Council has reached the end of the agenda, no motion is required. The presiding officer can declare the meeting adjourned. A motion to adjourn may also be made during the meeting. The maker of the motion may state, “I make a motion to adjourn the meeting.” The motion requires a second and is not debatable. If the motion passes by majority vote, the meeting is adjourned.

WITHDRAWAL OF MOTION

A withdrawal of motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If a motion is withdrawn the Council Member who originally made the motion, or another Council Member may then make motion to be seconded by another Council Member.

MOTION TO CONTINUE A PUBLIC HEARING

The Town Council may continue a public hearing to a date time certain unless state law provides otherwise. The maker of the motion may state “I make a motion to continue the public hearing to xxx date at xxx time”. This motion will avoid the Town of paying the cost of having to re-advertise or publish notice of the public hearing in the newspaper.

MOTION TO REFER OR POSTPONE

The Town Council may desire to continue discussion of an agenda item at a future meeting, may require the Town staff to provide further information, or require the matter to be reconsidered by the Planning and Zoning Commission or other applicable board. In such event the Town Council may postpone consideration of the agenda item to a date time certain or subsequent Council Meeting (or for example until such time as Town staff can provide the requested

information) or refer the matter back to the Planning and Zoning Commission or other applicable board to reconsider the agenda item.

4.12 VOTING

Abstention

- a. Pursuant to Section 3.20 of the Town Charter, if a Council Member abstains because of a legal conflict of interest, such member is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present.”
- b. When the Mayor or a Council Member abstains because of a legal conflict of interest, the Mayor or such Council Member must file an affidavit with the Town Secretary stating the nature and extent of the conflict before the agenda item is announced by the Mayor. The Mayor or Town Secretary shall briefly state, on the record, the nature of the conflict of the Council Member. State law requires the inclusion of this information in the public record. A Council Member with a legal conflict of interest shall excuse themselves from the dais for that portion of the Council meeting and may return once the Council has completed action on the agenda item.

Tie Votes

A tie vote results in a lost motion. In such an instance, any member of the Town Council may offer a motion for further action. If there is not an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

Charter or Statute Voting Requirements

Some actions taken by the Town Council require more than a simple majority vote of the Council Members present for approval as may be required by either the Charter or State statutes. Items listed herein are not intended to be an exhaustive list of actions that require more than a simple majority vote; the Town Attorney shall provide notice to the Town Council when the Council is taking action on such an item.

a. Charter Amendment – Two-thirds Vote

An Ordinance submitting a proposed Charter amendment must be adopted by a two-thirds vote of the entire Town Council.

[Texas Local Government Code, Article XI, Section 5, Texas Constitution, Section 9.002(a)]

b. Protested Changes in Zoning Ordinance – Three-fourths Vote

If a proposed change to a zoning regulation or boundary is protested by owners of twenty percent or more of the area of the lots or land included in such proposed

change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet there from in accordance with Chapter 211 of the Texas Local Government Code, as amended, the affirmative vote of at least three-fourths of the entire Town Council is required for the proposed change to take effect. (Texas Local Government Code, Section 211.006(d))

An affirmative vote of at least three-fourths of the entire Town Council is required to overrule a recommendation of the Planning and Zoning Commission that a proposed amendment, supplement, or change to a zoning be denied. Town Ordinance, Section 14.02.403 (b)(3))

If a Council Member has abstained because of a legal conflict of interest and, filed the required affidavit, the number of the members of full Town Council is reduced by the number of such conflicted Council Members.

4.13 NON-OBSERVANCE OF RULE

Rules adopted to expedite and facilitate the transaction of the business of the Town Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the Town Council.

5. PUBLIC HEARINGS

5.1 GENERAL PROCEDURE

The Town Council procedure for the conduct of Public Hearings is generally as follows:

- a. The Mayor or presiding officer opens the Public Hearing.
- b. Staff presents its report.
- c. The applicant or appellant then has the opportunity to present comments, testimony, or arguments. In the case of an appeal when the appellant is different from the applicant, the appellant should be called upon first to provide comments or testimony. The applicant or appellant shall have a total of fifteen minutes for a presentation when recognized by the Mayor or presiding officer. The initial comments or presentation shall be limited to ten minutes and the rebuttal or concluding comments shall be limited to five minutes.
- d. Members of the public are provided with the opportunity to ask questions or make comments relevant to the matter being heard. All individuals addressing the Council shall state their name and address for the record.
- e. The Mayor closes the Public Hearing.
- f. The Town Council deliberates on the issue, which may include asking questions of

staff, the applicant, and/or the appellant.

- g. If the Town Council raises new issues through deliberation and seeks to take additional public testimony, the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.
- h. The Town Council deliberates and takes action.
- i. The Mayor calls for a motion related to the topic, if appropriate.

5.2 CONTINUANCE OF HEARINGS

Any Public Hearing being held by the Town Council may by motion, be continued to a subsequent meeting date and time certain.

5.3 PUBLIC DISCUSSION AT HEARINGS

When a matter for Public Hearing comes before the Town Council, the Mayor will open the Public Hearing. Upon opening the Public Hearing and before any motion is adopted related to the merits of the issue to be heard, the Mayor shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter. A Public Hearing, no matter what the subject matter, is not a question-and-answer period. Speakers must address their comments to the Town Council. Council Members should not address members of the public during a Public Hearing. After all members of the public who requested to speak have spoken and the Public Hearing has been closed, the Town staff, Mayor or Council Members may respond to any questions or issues raised by members of the public.

a. Public Member Request to Speak

Any person wishing to speak at a Public Hearing scheduled on the agenda shall complete a Public Meeting Appearance Card prior to the matter being reached and present it to the Town Secretary. Upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor. All persons wishing to speak on the matter shall be limited to three minutes each and there shall be a cumulative limit of sixty minutes for all those speaking in favor of an item and a like limit for those speaking in opposition. The time limit may be extended by the Mayor or by a majority vote of the Town Council.

b. Time Limits

The Mayor, with the concurrence of the Town Council, may extend or limit any of the enumerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item.

c. Materials for Public Record

All persons interested in the matter being heard by the Town Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence, in person at the meeting. All such evidence presented will be retained by the Town Secretary's Office as part of the record of the hearing, in accordance with the requirements of State law.

For electronic delivery, any person(s) submitting written evidence or remarks, as well as other graphic evidence, shall send the information to townsec@trophyclub.org and shall clearly identify the Town Council meeting date and agenda item for which the material is submitted. Materials for public record must be submitted at least 24 hours prior to the scheduled start time of the Town Council meeting.

d. Germane Comments

During the Public Hearing, no person will be permitted to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Mayor but may be appealed to the Town Council.

5.4 COMMUNICATIONS AND PETITIONS

Written communications and petitions, appropriately submitted as described herein, concerning the subject matter of the hearing will be noted, read aloud, or summarized by the Mayor or Town Secretary. A reading in full shall take place if requested by any member of the Town Council.

6. ADDRESSING THE TOWN COUNCIL

6.1 STAFF PRESENTATIONS

Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the Town Council.

6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC

The following procedures will guide oral presentations by members of the public at Town Council meetings:

- a. Prior to the meeting or during the meeting prior to a matter being reached, persons wishing to address the Town Council should complete a Public Meeting Appearance Card and present it to the Town Secretary.
- b. When called upon, the person should come to the podium state such person's name

and address for the record, and, if speaking for an organization or other group, identify the group represented.

- c. All remarks should be addressed to the Town Council as a whole, not to individual members.
- d. Questions, if any, should be directed to the presiding officer who will determine whether, or in what manner, an answer will be provided.

6.3 CITIZENS' COMMENTS AND RIGHT TO SPEAK

Citizens Comments. This portion of the Town Council meeting is set aside for members of the public to address the Town Council on any item of business that is not formally scheduled on the agenda or scheduled as a Public Hearing. Members of the public should complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the Town Secretary.

- a. **Timing**

Citizens' Comments are generally permitted at the beginning of the regular Town Council meeting, as specified on the agenda. Presentations shall be limited to three minutes each., Citizens' Comments shall be limited to a cumulative total not to exceed twenty minutes for all speakers. A person may not "give their time" to another person making comments.

- b. **Town Business**

Presentations under Citizens' Comments are limited to items within the subject matter jurisdiction of the Town.

- c. **No Council Deliberations**

In compliance with the Texas Open Meetings Act, the Town Council may not deliberate or vote on any matter raised in Citizens' Comments, except for the purpose of determining whether such matter should be placed on a future Town Council agenda. The Mayor, however, may request the Town Manager to provide additional information on a matter of general interest to the full Town Council, the public at large and to the citizen making the comment.

Right to Speak. Texas Government Code Section 551.007 requires the Town Council to allow a citizen to address the Town Council prior to the Town Council taking action on an item listed on the meeting agenda for action. The Town Charter provides that citizens of the Town shall have reasonable opportunity to be heard at any meeting. A person who wants to speak and address the Town Council regarding an item listed on the agenda for action shall complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the Town Secretary. The citizen may either speak during the Citizen Comments portion of the

meeting or when the item is reached on the agenda after being recognized by the Mayor or presiding officer.

6.4 PUBLIC MEETING APPEARANCE CARDS

Public Meeting Appearance Cards may be used by members of the public who do not wish to or cannot verbally address the Town Council during a meeting. A person may indicate such person's comments and support or opposition for an agenda item on a Public Meeting Appearance Card. During the Public Hearing regarding the item or prior to taking action on an item on the agenda, the Mayor will indicate that the Town Council has received written comments from (name of persons) in support of the project or issue and from (name of persons) in opposition. The minutes will reflect the Town Council's receipt of written comments in support or opposition of the project or issue.

6.5 REPETITIOUS COMMENTS PROHIBITED

- a. A speaker shall not present the same or substantially the same items or arguments to the Council repeatedly or be repetitious in presenting their oral comments. Nothing in the foregoing precludes submission of comments to the Town Council in writing, for such action or non-action as the Council, in its discretion, may deem appropriate.
- b. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Whenever any group of individuals wishes to address the Council on the same subject matter, those individuals are encouraged to designate a spokesperson to address the Town Council.

6.6 WAIVER OF RULES

Any of the foregoing rules may be waived or suspended by a majority vote of the Council Members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

6.7 NON-EXCLUSIVE RULES

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the Town Council, or of its presiding officer, to govern the conduct of Town Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the Town.

7. COUNCIL MEMBER TRAINING AND PROFESIONAL DEVELOPMENT

7.1 TOWN COUNCIL ORIENTATION

The Town Manager will, in a timely manner, provide appropriate orientation services for new Council Members. Such services shall include, but not be limited to, the following:

- Availability of Texas Municipal League conferences and seminars
- An individual meeting with new Members informing them about Town facilities and procedures
- Printed documents and resource materials necessary to the performance of the office of Council Member.

7.2 TOWN COUNCIL TRAVEL, TRAINING, MEMBERSHIPS, AND CLOTHING ALLOCATION POLICY

The annual allocation to the Mayor and Town Council Members (herein referred to collectively as “Town Council”) for travel, training, memberships, and clothing will be established in the approved budget. That budget will be allocated fourteen and three-tenths percent (14.3%) for each member of the Town Council to utilize as necessary for Town-related purposes for the purchase of travel, training, memberships, and clothing (herein referred to collectively as “Eligible Expenses”). All Eligible Expenses will be reimbursed or paid from this allocation up to each members’ individual budget allocations. Unused allocation will not roll forward to a future budget year.

All Town financial policies related to training, travel, and purchases shall apply to the Town Council. The use of Eligible Expense allocations for the Town Council will be maintained, monitored, and tracked by the Town Secretary. A member may contribute from their allocation to another member by submitting an allocation transfer request to the Town Secretary who will update the available allocations for each member accordingly.

Town funds may only be used for Town-related purposes. For training and/or travel, members are required to submit a justification, which shall be reviewed and approved by the Town Manager. If a training/travel request is denied by the Town Manager, the member may appeal the decision to the Mayor. The Mayor’s decision shall be final. If the Mayor’s training/travel request is denied by the Town Manager, the appeal shall be made to the Mayor Pro Tem.

Training opportunities include conferences hosted locally or in other cities/states and online educational seminars where the topic is applicable to the functions of Town government. Travel and training funds will not be used for credit classes at a college, university, or other institution designed to provide post-secondary degrees or training. The Town Council is encouraged to select training events from the following providers:

- Texas Municipal League
- National League of Cities
- North Central Texas Council of Governments

Additional travel expenditures for members chosen to represent the Town Council related to attending a special event or otherwise representing the Town shall be made only after having been placed on the agenda of a Town Council Meeting and acted upon by a favorable majority vote.

8. TOWN COUNCIL STAFF RELATIONS AND ADMINISTRATIVE SUPPORT

8.1 COMMUNICATION WITH STAFF

The Town Council should contact Town employees through the Town Manager. Council Members should refrain from giving orders or direction to any subordinate of the Town Manager, either publicly or privately. Work assignments and policy direction should come from the elected body as a whole and not from individual members.

Nothing herein shall be construed to limit the power of the Town Council to directly communicate (in writing or verbally), with those officers and employees directly appointed by the Town Council (Town Manager, Town Secretary, Town Attorney, and Municipal Court Judge).

8.2 AGENDA QUESTIONS

- a. Questions arising from Council Members after receiving the agenda should be presented to the Town Manager for staff consideration prior to the Town Council meeting. The additional information will be distributed to all Council Members.
- b. Any request for additional information shall be provided to the entire Town Council as expeditiously as possible prior to any meeting to ensure appropriate review.
- c. The Town Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Town Council.

8.3 PROBLEM RESOLUTION

If the Town Manager or staff time is being dominated or misdirected by a Council Member or in any conflict arising between staff and Town Council, the Town Manager shall:

- a. Visit with the Council Member and discuss the problem and/or impact on Town Manager or staff time;
- b. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
- c. If still unresolved, ask the Mayor to present the concerns to the Town Council.
- d. If the unresolved issue is with the Mayor, ask the Mayor Pro Tem to arbitrate a resolution to the issue.
- e. If still unresolved issue involves the Mayor, ask the Mayor Pro Tem to present the concerns to the Town Council.

8.4 STAFF CONDUCT

The Town Manager is responsible for the professional and ethical behavior of the Town Staff. All staff members shall show each other, Town Council, and the public respect and courtesy at all times.

8.5 MAIL

All general mail will be opened and date stamped and distributed to individual Council Members.

a. *Letters Addressed to the Mayor and Town Council*

All letters addressed to the Mayor and Town Council requiring a response from staff will be copied to all Council Members with a note as to which staff person will be preparing a response for the Mayor's signature. A copy of the response, along with the original letter, will be provided to each Council Member.

Letters addressed to the Mayor and Town Council that do not require a response but provide information on Town Council agenda items or like matters are copied to the full Town Council.

b. *Letters Addressed to Individual Council Members*

All letters addressed to individual Council Members requiring a response from staff are copied to all Council Members with a note as to which staff person will be preparing a response for the addressee's signature. Copies of the responses, along with the original letters, are provided to the full Town Council.

Letters addressed to individual Council Members that do not require a response from staff but provide information on Town Council matters are copied to the full Town Council.

Cards and other Council Member mail marked "personal" will not be opened and will not be copied to the full Town Council.

8.6 TOWN COUNCIL CORRESPONDENCE

All Council Member correspondence prepared with Town resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full Town Council, not individual Council Member's positions.

Personal Correspondence:

Town Council Members will be provided individual stationery and envelopes to use for official communications reflecting their individual position as a Council Member.

8.7 CLERICAL SUPPORT

The Town Secretary's Office will coordinate the typing of Town related correspondence requested by individual Council Members. All correspondence typed for Council Members will be on Town letterhead and will reflect the position of the full Town Council and will be copied to the full Town Council.

8.8 TOWN COUNCIL EVENT COORDINATION

a. Event Coordination

The Town Secretary's Office will be responsible for coordinating Town Council attendance at public events, functions, and meetings. This includes:

- Receiving notifications from Council Members regarding their attendance at upcoming events or functions.
- Collecting event details such as location, time, and purpose, as well as tracking potential Council attendance.

b. Council Member Notifications

Council Members are encouraged to notify the Town Secretary's Office as soon as possible if they plan to attend any public event or function. This notification will allow the Town Secretary's Office to assess whether a quorum may be present and ensure that Council attendance at public events/meetings complies with all legal requirements.

8.9 REQUESTS FOR RESEARCH OR INFORMATION

The Mayor and Council Members may request information or research from the Town staff on a given topic through the Town Manager who will make all members of Council aware of the special request, as it may be of interest to them as well. Accordingly, the Town Manager will provide the results of the request to all members of Council. In the event the Town Manager believes he cannot respond in a timely manner or that the request will require extensive staff time and resources, the Town Manager may present the request to the full Town Council prior to proceeding. If approved, he and the members of Council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority.

8.10 TOWN COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS

In conjunction with the Town's public safety departments and the Public and Media Relations Director, the Town Manager's Office will coordinate the notification to the Town Council of major crime, fire or other disasters or incidents.

9. BOARDS AND COMMISSIONS

9.1 BOARD AND COMMISSION APPOINTMENTS/REMOVALS

The Town Council Appointments Committee is established to interview applicants and make recommendations to the full Council regarding appointments to all Boards during the annual appointment process and during the year in the event of mid-year vacancies. The Committee will

also review and make recommendations for any removals from the Town's Boards and Commissions as deemed necessary.

a. **Recruitment**

The annual recruitment period for Board positions with expiring terms and known vacancies will begin in June, and applications will be accepted through July, or as otherwise directed by the Town Council.

In June of each year, the Town Secretary will:

- Advertise that the Town is accepting applications for individuals to be considered for appointment to Boards. The notice will specify the vacancies for all Boards and provide details regarding the application procedure and the deadline for receipt of applications. Advertisements will be posted on the Town's website, marquees, weekly newsletter, through all Town-managed social media platforms, and on posters placed in the lobby of Town Hall.
- Notify incumbent Board members with expiring terms that their term is approaching. If the member is eligible and wishes to seek another term, they must reapply in the same manner as other applicants.

b. **Applicant Requirements**

- Applicants for Boards, Commissions, or Corporations must meet the following criteria prior to their appointment:
- Be United States Citizens.
- Be registered voters.
- Be residents of the Town for at least six (6) months.
- The Council may waive the voter registration and/or length of residency requirement for an applicant upon good cause shown, except where restricted by State law. Town elected officials and persons appointed to fill vacancies on any elected Town governmental body may not serve on a Town Board, Commission, or Corporation in accordance with the Town Charter.
- The technical expertise of applicants will be considered during the appointment process.

c. **Application Review/Appointments**

The Appointments Committee interviews applicants and makes recommendations to the full Council regarding appointments to all Boards and Commissions. Interviews are typically conducted in July and August, with appointments made in September and terms beginning on October 1. The Committee also considers applicants during the year in the event of mid-year vacancies.

If the number of qualified applicants exceeds the number of open Board seats, it is the goal of the Town Council to first appoint those qualified applicants not already serving before taking action to appoint an applicant who is already serving on a Board. Town Council may act to replace a current member who is serving on more than one Board prior to the end the member's term, provided there is an adequate number of qualified applicants.

At the conclusion of the interview process, the Committee shall prepare a report with its recommended slate of nominees for each Board appointment. The report shall be submitted to the Town Council for discussion and consideration, preferably in September, but not later than the first meeting in October.

d. **Removal**

At the request of the Town Manager, Town Secretary, Board/Commission Chair, or any two members of the Town Council, the Committee will review any circumstances such as misconduct, absenteeism, or ineligibility of a board member. The Committee will thoroughly investigate the situation considering all facts and viewpoints. If after careful deliberation, a majority of the Committee votes in favor, a formal written report recommending removal will be submitted to the Town Council, with a copy of the report sent to the board member and the Board chair.

The Town Council will review and consider the recommendation in a scheduled meeting, allowing the board member to respond, and then vote on the final decision

9.2 BOARD AND COMMISSION TRAINING

- a. Members of any Town board, committee, or commission shall complete Town sponsored open government training within 90 days of their appointment. Such training may be completed either by attending a live training session offered by the Town, or by watching a video provided by the Town.
- b. The training required by this section is in addition to any training a member of a board or commission may be required to complete pursuant to Government Code chs. 551 or 552.
- c. Failure of a board, committee, or commission member to complete the training required by this section, within the time frame prescribed by this section, shall be

considered grounds for removal for "cause."

9.3 CREATION OF AD HOC COMMITTEE/TASK FORCE

- a. The Town Council may create an Ad Hoc Committee/Task Force to assist the Town Council in its business
- b. The Ad Hoc Committee/Task Force shall be established by a Town Council resolution or ordinance for a specific purpose that expires upon the completion of its assigned task(s) or according to a specified deadline.
- c. In the absence of other termination language, the Ad Hoc Committee/Task Force will expire at the end of the appointing Council's term.
- d. Any existing ad-hoc committee or any other subgroup not created or required by resolution or ordinance shall cease to exist upon adoption of this policy.

10. PROCEDURES ADMINISTRATION

10.1 BIENNIAL REVIEW OF TOWN COUNCIL PROCEDURES

The Town Council will review and revise the Town Council Rules of Order and Procedure as needed, and at a minimum, every two years.

10.2 ADHERENCE TO PROCEDURES

During Town Council discussions, deliberations and proceedings, the Mayor has been delegated the primary responsibility to ensure that the Town Council, staff and members of the public adhere to the Council's adopted procedures.

10.3 TOWN ATTORNEY AS PROCEDURE ADVISOR

The Town Attorney assists the Mayor and Town Council as a resource and as an advisor for interpreting the Town Council's adopted rules and procedures.

10.4 APPLICABILITY OF PROCEDURES

The Town Council Rules of Order and Procedures shall also apply to the Town Council when sitting as other entities or agencies. The role of Mayor and Mayor Pro Tem shall be interchangeable with the Chair and Vice Chair, or President and Vice President when sitting as another entity.

DIVISION 2

Meetings and Rules of Procedure

§ 1.03.031. Authority.

Section Reference
in Draft Rules

- (a) Pursuant to section 3.11 of the home rule charter of the town, the town council shall determine its own rules of procedure. 1.1
- (b) The town charter, provides for open meetings for the town council at which reasonable opportunity shall be given for citizens to be heard under such rules as the council may provide. The rules of procedure establish guidelines to be followed by all persons attending a town council meeting, including members of the town council, town staff and visitors. X

§ 1.03.032. General rules.

- (a) Meetings to be public. All official meetings of the town council and all sessions of a subcommittee of the town council consisting of a quorum of the council shall be public unless otherwise specified by council. 2.1
- (b) Quorum. The governing body of the town consists of a mayor and six (6) councilmembers. Attendance at a council meeting by four (4) of the seven (7) members of the town council constitutes a quorum for the purpose of a regular or special meeting. 2.5
- (c) Attendance. As specified in the town charter, should a member of the town council fail to attend three consecutive regular meetings without being excused by the council, his/her office may be declared forfeited by the council. A member of the town council who is unable to attend a council meeting shall notify the town secretary of his/her inability to attend the meeting and shall provide an explanation of the conflict or other reason that prevents his/her attendance. Written notice to the town secretary via email or followed up with an email shall be provided as soon as practicable after the member becomes aware that he/she will be absent. The town secretary shall notify the council of the absence prior to the beginning of the council meeting from which the member will be absent or as soon as the town secretary receives written notice. X
- (d) Misconduct. The town council may punish its own members for misconduct as authorized by state law and town charter.
- (e) Minutes of town council meetings. An account of all proceedings of the town council shall be maintained by the town secretary and shall be entered into a book constituting the official record of the town council. 2.8
- (f) Questions to contain one subject. All questions submitted for a vote shall contain only one subject. If two or more points are involved, any member may require a division, if the question reasonably admits of a division. X
- (g) Right to floor. Any town council member desiring to speak shall be recognized by the chairman/mayor. No member shall be allowed to speak more than once on any one subject until every member wishing to speak shall have spoken. 4.9
- (h) Town manager. The town manager or assistant town manager or acting town manager, shall X

attend all meetings of the town council unless excused by the mayor or town council. The town manager, assistant town manager, or acting town manager may make recommendations to the town council and shall have the right to take part in all discussions of the town council, but shall have no vote. The town manager may place an item for discussion and/or action on the council agenda. X

- (i) Town attorney. The town attorney or acting town attorney, shall attend all meetings of the town council unless excused by the mayor or town council and shall, upon request, give an opinion, either written or oral, on questions of law. The town attorney shall act as the town council's parliamentarian. X
- (j) Town secretary. The town secretary or acting town secretary, shall attend all meetings of the town council unless excused by the mayor or town council, and shall keep the official minutes and perform such other duties as may be requested of him/her by the town council. X
- (k) Officers and employees. Any officer or employee of the town, when requested by the town manager, shall attend any meeting of the town council. If requested to do so by the town manager, they may present information relating to matters before the town council. X
- (l) Rules of order. Robert's Rules of Order Newly Revised, as amended by the council, shall govern the proceedings of the town council. 4.2
- (m) Suspension of rules. Any provision of these rules may be temporarily suspended by a two-thirds vote of all members of the town council in attendance. The vote on any such suspension shall be taken by a show of hands and entered into the record. 6.6
- (n) Amendment to rules. These rules may be amended, or new rules adopted with a favorable vote by four (4) members of the town council in attendance, provided that the proposed amendments or new rules shall have been introduced into the record at a prior town council meeting. X 10

§ 1.03.033. Types of meetings.

- (a) Regular meetings. The town council shall primarily meet in the council chambers located at 1 Trophy Wood Dr., Trophy Club, Texas, on the second and fourth Monday of each month and each meeting shall commence at the time and place posted on the agenda. 2.1
- (b) Special meetings. Special meetings may be called by the mayor or by any three (3) members of the town council. The call for a special meeting shall be filed with the town secretary in written form, except that announcement of a special meeting, during any regular meeting at which all members are present, shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day and the hour of the special meeting, and shall list the subject or subjects to be considered. No special meeting shall be held until at least 72 hours after the call is issued or within two (2) hours for an emergency meeting. Only such business may be transacted at a special meeting as may be listed in the call for said meeting or as incident thereto. 2.2
- (c) Emergency meetings. In case of an emergency or urgent public necessity, an emergency meeting shall be called by the mayor or by three (3) members of the town council, and shall follow state statutes and be posted accordingly. 2.2

- (d) Recessed meetings. Any meeting of the town council may be recessed to a later time, provided that no recess shall be for a longer period than until the next regular meeting. ✗
- (e) Public hearings.
- (1) All meetings shall be held in full compliance with the provisions of state law and codes of the town. Any party in interest may appear in his/her own behalf or be represented by counsel or agent. 5.
 - (2) The town secretary shall set public hearing dates for the town council as requested, be responsible for timely advertising in the official newspaper, and notify interested parties according to requirements of the town council. 5.

§ 1.03.034. Presiding officer/mayor.

- (a) Designation. The mayor, if present, shall preside at all meetings of the town council. In the absence of the mayor, the mayor pro-tem shall preside. In the absence of both the mayor and the mayor pro-tem, the town council shall elect a presiding officer. 2.6 a.
- (b) Call to order. The meetings of the town council shall be called to order by the mayor. In the absence of both the mayor and the mayor pro-tem, the meeting shall be called to order by the town secretary. 2.6 b.
- (c) Preservation of order. The mayor shall preserve order and decorum, prevent personalities from becoming involved in debate and confine members in debate to the question under discussion. 2.6 c.
- (d) Points of order.
 - (1) A member may interrupt debate for immediate consideration of questions relating to rights and privileges of the assembly. The mayor will decide the question or may refer to the town attorney for a ruling. The mayor's decision is subject to appeal to the town council. _____
 - (2) A member of the council may appeal a ruling of the mayor by obtaining the floor and stating, "I appeal the ruling of the mayor." The person appealing can interrupt a speaker who has the floor. If another member seconds the appeal, the procedure is as follows: the presiding officer puts the question to the members for a vote. The question cannot be amended and it is debatable unless the immediately pending question is not debatable, the purpose of the vote is to decide whether the mayor's ruling should be sustained. The mayor is entitled to speak first and last in any discussion about the appeal or his/her decision. A majority vote is required to overturn the decision of the mayor, and the question can be reconsidered. 4.6
- (e) Questions to be stated. The mayor shall state all questions submitted for a vote and announce the result. The announcement of the result will include the number of votes for, number of votes against and abstentions, or state if unanimous. _____
- (f) Substitution of presiding officer. The mayor may call any other member to take his place in the chair, such substitution not to continue beyond adjournment.

§ 1.03.035. Order of business; agenda.

- (a) Agenda. The business of each meeting shall be as contained in the agenda in the order established by the mayor. The town secretary is responsible for the preparation of the agenda and providing a draft to the town council the topics to be considered each Thursday preceding the Tuesday council meeting. The agenda may provide for a work session immediately preceding the regular council meeting in order to allow council discussion and questions related to one or more of the items posted on the regular council agenda. At the end of each agenda item, the agenda should specify the first initial and last name of the person(s) adding the item to be considered on the agenda. Draft agendas are to be emailed to council at a minimum of 1 week prior to the regular town council meeting.
- (b) Presentations by members of town council; future agenda items. The future agenda items' list shall provide the mayor or any two (2) town council members the opportunity to bring an item before the town council for consideration at a future meeting. Pursuant to the town charter, before any item is placed for discussion and/or action on a future town council agenda, a request for its placement on the agenda shall be made by either the mayor or by any two (2) councilmembers. 2.9
- (c) Request for agenda item by mayor/presiding officer. The mayor or a presiding officer of a council appointed board, commission, corporation, or other appointed body requesting that an item be placed on the council agenda for discussion and/or action shall present such request to the town manager in writing in the time frame set forth in subsection (d) below.
- (d) Public comment by citizens or representative(s) of organized groups. Public comment by citizens at a council meeting, with or without prior notification, shall be limited to a total of four (4) minutes.
- (e) Presentation by citizens or representative(s) of organized groups; agenda items. For items on the agenda - presentations by citizens, with or without prior notification, shall be limited to a total of six minutes. The speaker will be limited to four (4) minutes of time to complete his/her comments prior to council discussion and two (2) minutes prior to the vote. The mayor shall maintain the time and advise the speaker when his/her time has expired. A person may not give his/her speaking time to another. Persons wishing to express their position on an agenda item but who do not wish to speak shall complete a speaker's form and indicate their support or opposition. The name and respective position of such person(s) shall be read into the record by the mayor. Topics of presentations should be limited to matters over which the council has authority. 6.
- (f) Rules of conduct applicable to citizen's presentations for agenda items, citizen's presentations, and for public hearings.
- (1) Each person addressing the council shall step up to the microphone, shall give his or her name and address in an audible tone of voice for the record. If representing an organized group, the speaker shall identify the group represented. All remarks shall be addressed to the council as a body, and not to any member thereof. No person, other than town staff, members of the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the council. No questions shall be asked of the councilmembers, except through the presiding officer.

- (2) All citizens shall refrain from private conversations in the chamber while the town council is in session. 2.7
- (3) Citizens attending the council meetings shall observe the same rules of priority, decorum, and good conduct applicable to the administrative staff. Any persons making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the town council or while attending the council meeting, shall be removed from the room if the chief of police (or his representative) is directed by the mayor/presiding officer, and such person shall be barred from further audience before the council during that council session.
- (4) Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the mayor/presiding officer, who shall direct the chief of police or his designee to remove such offenders from the room.
- (5) In case the mayor/presiding officer shall fail to act, any member of the town council may move to require the mayor to enforce the rules, and the affirmative vote of a majority of all members present of the town council shall require the mayor/ presiding officer to act.
- (6) No placards, banners or signs of any kind shall be permitted in the council chamber unless exhibits, displays and visual aids are used in connection with presentations to the town council, provided that such exhibits, displays and visuals aids do not disrupt the meeting.
- (7) The mayor may issue proclamations as needed without council approval should the proclamation request not satisfy the deadline for placement on the council agenda.
- (g) Written communications to council.
 - (1) General. Interested parties, or their authorized representatives, may address the council by written communication in regard to any matter concerning the town's business or over which the council has control at any time. 6.
 - (2) Agenda items. A written communication relative to a citizen presentation and an item posted for consideration on a town council agenda may be submitted by direct mail to the council or to the town secretary at least four (4) hours prior to the time for commencement of the town council meeting at which the item will be discussed. Upon timely receipt of a communication, the town secretary shall distribute copies to each of the councilmembers and shall make copies available for public review at a designated location in the council chambers. The names of those submitting the communication and the topic addressed will be entered into the record without the necessity for reading as long as sufficient copies are available at the meeting for review by members of the audience/public. 6.
- (h) Presentations by town manager. Matters requiring the council's attention which may have developed since the deadline for delivery of the written communication to the council may be presented orally by the town manager for informational purposes only in accordance with chapter 551 Texas Government Code.

- (i) Requests for research or information. The mayor and individual councilmembers may request information or research from the town staff on a given topic through the town manager who will make all members of council aware of the special request, as it may be of interest to them as well. Accordingly, the town manager will provide the results of the request to all members of council. In the event the town manager believes he cannot respond in a timely manner, he and the members of council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority. 8.9
- (j) Notification of significant activities or events. The mayor and councilmembers expect the town manager to notify them, and provide periodic updates regarding significant activities or events in the town related to natural or manmade disasters, major criminal activity, accidents involving town property, or death involving town staff/employees. 8.10
- (k) Seating arrangement. The town manager, town secretary, and town attorney shall occupy the respective seats in the council chamber assigned to them by the mayor/presiding officer, but any two (2) or more of the town council may exchange seats. 4.4

§ 1.03.036. Ordinances, resolutions and motions. most items already covered elsewhere

- (a) Printed or typewritten form. All ordinances and resolutions shall be presented to the town council only in written form.
- (b) Town attorney to approve. All ordinances and resolutions shall be approved as to form and legality by the town attorney.
- (c) Distribution of ordinances. The town secretary shall include drafts of all proposed ordinances within the agenda packet or provide to all members of the town council at the meeting at which the ordinance is introduced. X
- (d) Recording of votes. The show of hands shall be taken and entered upon the passage of all ordinances and resolutions and entered into the official record of the council. X
- (e) Vote required for approval. Approval of every ordinance, resolution, or motion shall require the affirmative vote of four (4) of the members of the town council in attendance. X
- (f) Mayoral vote. The mayor shall have a vote on all matters before the council. X
- (g) Conflict of interest. Should any person on the town council have a conflict of interest pursuant to any state laws and/or town ordinances regulating conflicts of interest with regard to an item on the council agenda, such person shall openly declare their conflict prior to any discussion of the item, shall have completed the conflict of interest affidavit as required by state law, and have filed it with the town secretary, and shall be prohibited from participating in the discussion or vote on the item. X

§ 1.03.037. Rules of decorum. See Section 4

- (a) Recognition by mayor/presiding officer. No person shall address the town council without first being recognized by the mayor/presiding officer.

- (b) Order. While the council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the town council nor disturb any member while speaking or refuse to obey the orders of the presiding officer. Members of the town council shall not leave their seats during a meeting without first advising the mayor/presiding officer.
- (c) Mayor/presiding officer may debate. The mayor/presiding officer may move only to such limitations of debate as are the rights and privileges of a town council member by reason of their acting as the mayor/presiding officer. If the presiding officer is engaged in debate and is abusing the position as presiding officer, at the insistence of any three (3) councilmembers, the mayor/presiding officer member must relinquish the chair in accordance with provisions of Robert's Rules of Order Newly Revised.
- (d) Getting the floor, improper references to be avoided. Every member desiring to speak shall address the mayor/presiding officer, and upon recognition by the mayor/presiding officer shall confine himself/herself to the questions under debate, avoiding all personalities and inappropriate language.
- (e) Interruptions. A member, once recognized, shall not be interrupted when speaking unless it be to call the member to order, or as herein otherwise provided. If a member, while speaking, is called to order, the town council member shall cease speaking until the question of order be determined and, if in order, the town council member shall be permitted to proceed.

§ 1.03.038. Parliamentary motions and precedence. See Section 4.

- (a) Discussion of items. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item shall be considered open for discussion after that item is read by the mayor/presiding officer. If a member wishes to challenge an agenda item on the basis that the item is not a proper topic for council discussion, such member shall state that he or she "objects to the consideration of the agenda item" during the reading of the item. This action does not require a second. When the objection is made, the mayor/presiding officer will finish reading the item after the objection, then shall immediately call the question: "will the assembly consider this agenda item?" if 2/3 of the members vote "no," the agenda item will not be considered open. A motion for appropriate action shall be made after discussion of an item has been concluded.
 - (1) The mayor/presiding officer should invite the appropriate people to report on the item, including any recommendation they might have.
 - (2) The mayor/presiding officer should ask the members if they have any technical questions for clarification. At this point, the members may ask clarifying questions to the people who reported on the item, and they should be given time to respond.
 - (3) The mayor/presiding officer should invite resident comments (limited to 4 minutes or a time determined appropriate by the mayor/presiding officer) - or if a public hearing, open the public hearing. Upon conclusion of the public hearing, the mayor/presiding officer should announce the public hearing closed.

- (b) Motions. After obtaining the floor a motion can be made before the assembly on the particular subject of discussion. The mayor/presiding officer should invite a motion from the members before debate is given on the merits of the item. The mayor/presiding officer should announce the name of the councilmembers who makes the motion.
- (1) A “second” to the motion must be made by another councilmember within a reasonable but brief time period which is determined and recognized by the mayor/presiding officer. The mayor/presiding officer should announce the name of the member who seconds the motion. If no members wish to second the motion, then the motion fails, and should be so stated by the mayor/presiding officer. Without a “second” the motion dies.
 - (2) If the motion is made and seconded, the mayor/presiding officer should make certain that everyone (including the audience) understands the motion. This is done in three ways:
 - (A) The mayor/presiding officer can ask the maker of the motion to repeat it;
 - (B) The mayor/presiding officer can repeat the motion; or
 - (C) The mayor/presiding officer can ask the town secretary to repeat the motion.
 - (3) No main motion can be made when another motion is pending. The mayor/presiding officer should now invite the members to discuss the motion. If there is no desired discussion, the mayor/presiding officer should invite additional resident comments (limited to 2 minutes or a time determined appropriate by the chair). If there has been no input or 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.
- (c) Withdrawal of motions. A motion may be withdrawn, or modified, by its mover without asking permission until the motion has been stated by the mayor/presiding officer. If the mover modifies his motion, the person who seconds the motion may withdraw his second. After the question has been stated, the mover shall neither withdraw it nor modify it without the consent of the council.
- (d) Stating the question. In principle, the mayor/presiding officer must state the question on a motion immediately after it has been made and seconded, unless the councilmember is obligated to rule that the motion is out of order or if the wording is not clear.
- (e) Amendments to motions. No motion or proposition of a subject different from that under consideration shall be admitted under color of amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order.
- (f) Debate. Debate must be limited to the merits of the immediately pending question as stated by and by authority of the mayor/presiding officer.
- (g) Calling for the question by mayor/presiding officer - ending debate.
- (1) The mayor/presiding officer may “call for the question” without a vote if debate appears

to have closed and if there are no objections by any councilmember.

- (2) A motion for the previous question (call the question) may not interrupt a speaker who has the floor, must be made and seconded, is not debatable, cannot be amended, requires an affirmative, two-thirds vote of members present to pass and in this assembly cannot be reconsidered. Additionally, in order to protect the democratic process, any councilmember or member of the public who is on record to speak before the motion is made will be permitted to speak before the vote is taken on the motion for the previous question.
- (3) The mayor/presiding officer calls for the vote. Unless a super-majority is required for passage of the motion, a simple majority vote determines whether the motion passes or fails.
- (4) The mayor/presiding officer announces the results of the vote and should also state what action (if any) the members have taken.

§ 1.03.039. Creation of committees, boards and commissions.

- (a) Ad-hoc committees. The council may, as the need arises, authorize the appointment of “ad hoc” committees. Except where otherwise specifically provided, the mayor shall appoint the members of the “ad hoc” committees, subject to the approval of the town council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the town council.
- (b) Citizen boards, commissions, corporations, and other appointed bodies. The town council may create boards, commissions, corporations and other council appointed bodies to assist in the conduct of the operation of the town government with such duties as the council may specify. Memberships and selection of members shall be as provided in accordance with the guidelines in the handbook for elected and appointed officials, as amended from time to time. Any such appointed bodies so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the town council. No body so appointed shall have powers other than advisory to the town council, except as otherwise specified by the laws of the state. These rules of procedure shall apply to council appointed boards, commissions, corporations, and other appointed bodies in accordance with the town’s handbook for appointed and elected officials and shall only be modified as provided in the enabling ordinances for each such council appointed body.

(2006 Code, ch. 1, sec. 6.01; Ordinance 2001-27, ex. A, adopted 11/19/01; Ordinance 2006-03, ex. A, adopted 2/6/06; Ordinance 2006-30, sec. II, adopted 8/21/06; 2006 Code, ch. 1, sec. 6.01; Ordinance 2008-19 adopted 8/4/08; Ordinance 2009-16, sec. II, adopted 7/6/09; Ordinance 2014-10, sec. 2, ex. A, adopted 4/7/14; Ordinance 2014-14 adopted 6/16/14; Ordinance 2016-09, sec. 2, adopted 3/22/16; Ordinance 2017-19 adopted 9/26/17; Ordinance 2017-30 adopted 1/9/18; Ordinance 2020-17 adopted 9/22/20; Ordinance 2021-10 adopted 5/25/21; Ordinance 2023-11 adopted 6/13/2023)

9.

An aerial photograph of the Trophy Club facilities, showing a large rectangular building, a tall water tower with 'TROPHY CLUB' written on it, and surrounding parking lots and greenery.

BOARD AND COMMISSION **MANUAL** 2024

PROCEDURAL MANUAL

This Boards and Commissions Manual provides information about applying for and serving as a member of a Trophy Club Board or Commission. It outlines the roles and responsibilities of board members in relation to the Trophy Club Town Council, Town staff, and the community.

INTRODUCTION

GRATITUDE AND APPRECIATION

The Town Council of Trophy Club encourages and deeply appreciates our dedicated citizens who serve on Boards, Commissions, and Corporations. Serving on a board or commission can be a rewarding experience for community service-minded residents, offering an excellent opportunity to participate in the functioning of local government and to personally contribute to shaping the future of Trophy Club. Making local government effective and responsive is everybody's responsibility.

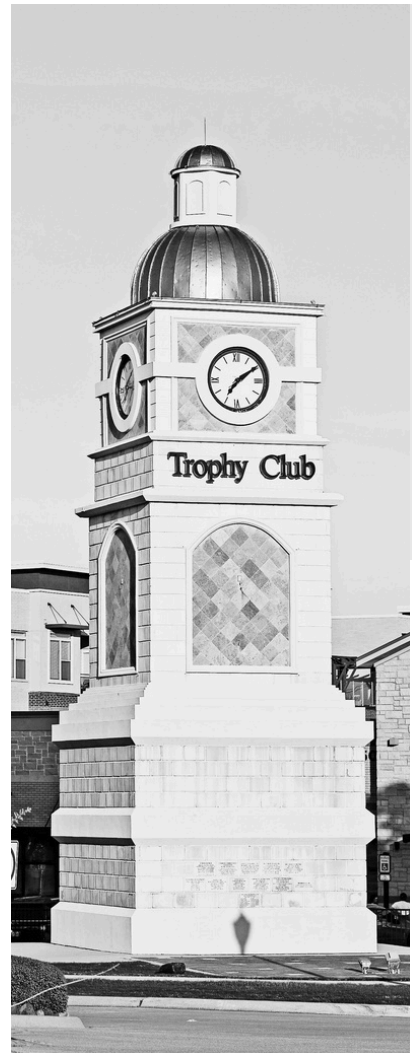
Throughout this manual, references to “board(s)” should be interpreted to also mean “commission(s),” “corporation(s),” and “committee(s).”

As a board member, you perform a public service to the Town, with both the obligation and opportunity to provide valuable input. This requires a thorough understanding of your role and a willingness to engage constructively with the public, elected officials, and Town staff.

This Boards and Commissions Manual provides information about applying for and serving as a member of a Trophy Club Board or Commission. It outlines the roles and responsibilities of board members in relation to the Trophy Club Town Council, Town staff, and the community. While no single document can cover all aspects of serving on a Town board, this manual consolidates various topics and regulations for quick reference. It is not intended to answer every question or address every situation you may encounter as a board member. Your experience may lead to suggestions for improving this manual in future editions, and we welcome your input.

This manual has been adopted by resolution of the Town Council and will be updated periodically. If any provision of this manual conflicts with any Town Ordinance or the Town Charter, the Ordinance or Charter shall prevail.

Thank you for your interest in serving your community! Your efforts will continue to make Trophy Club “A Great Place to Call Home.”



GOVERNMENT STRUCTURE

The Trophy Club Town Charter, adopted in 2004, serves as the basic governing authority of the Town.

HOME RULE CHARTER

The Trophy Club Town Charter, adopted in 2004, serves as the basic governing authority of the Town. It determines the form of municipal government, the composition, and powers of the Town Council and establishes the legal framework necessary for the Town to function. The Charter provides for municipal functions under the council-manager form of government. Under this system, the Town Council serves as community leaders and policymakers, while a professional manager oversees the daily operations of the Town.

TOWN COUNCIL

The Town Council consists of a mayor and six council members who together serve as the legislative body of the Town. All members are elected at large and serve three-year terms, with no more than two consecutive terms.

The mayor presides over Town Council meetings, acts as the community spokesperson, and facilitates communication and understanding among elected officials. As a member of the Town Council, the mayor is entitled to vote.

Council members are policy makers elected to represent the entire community, focusing on addressing citizens' needs and wishes. As the legislative body, they are the community decision-makers, responsible for approving the budget and determining the tax rate. The council concentrates on community goals, major projects, and long-term considerations such as community growth, land use development, capital improvement plans, and strategic planning.



GOVERNMENT STRUCTURE

TOWN MANAGER

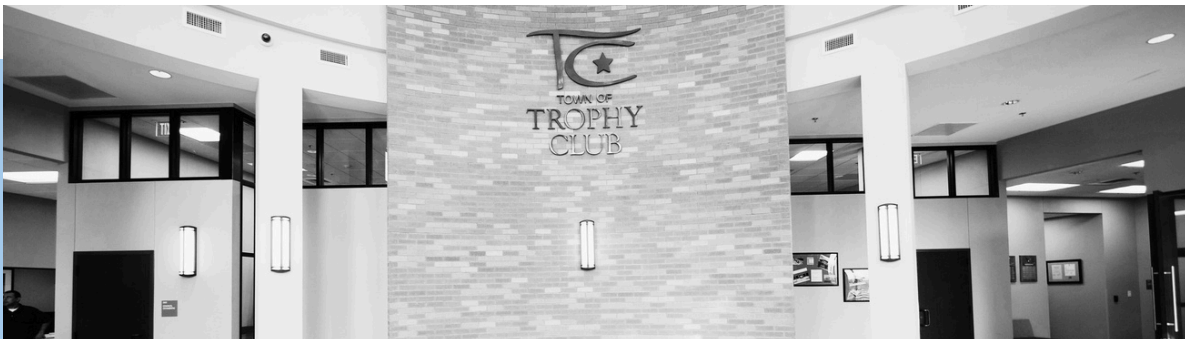
Appointed by the Town Council, the Town Manager is the chief administrative officer of the Town. The Town Manager oversees administrative operations, implements Town Council policies, and advises the Town Council on matters brought before them for consideration. Responsibilities include preparing the Town's annual budget for the Council's review and approval, recruiting, hiring, and supervising Town staff, and serving as the Council's chief adviser by providing objective information on policy matters. Additionally, the Town Manager makes policy recommendations to the Council, which the Council may adopt, modify, or reject.

TOWN SECRETARY

The Town Secretary is a statutory position required by state law and the Town Charter and is appointed by the Town Council. The Town Secretary provides legislative and administrative support to the Town Council and Town Manager. Additionally, the Town Secretary serves as the Records Management Officer, oversees the Boards and Commissions appointment process, administers all regular and special elections, prepares and posts Town Council meeting agendas and minutes, and maintains the official records of the Town.

TOWN ATTORNEY

The Town Attorney is appointed by the Town Council and serves as the legal advisor, representing the Town's legal interests and rights. The Town Attorney attends Town Council meetings and other Board meetings when needed. Questions regarding legal matters should first be directed to the board liaison to determine if a consultation with the Town Attorney is necessary.



BOARDS + COMMISSIONS

ABOUT

The Town of Trophy Club has over eighty individuals serving on nine boards, commissions, and committees, all of whom assist in local government functions. Many of these bodies are advisory to the Town Council, while others have distinct responsibilities established by law.

Each board receives staff support from a specific Town department, which assists in preparing agendas, maintaining minutes, and keeping attendance records.

In addition to the boards and commissions established by the Town Charter, the Town Council has the authority to create additional boards and commissions to advise on various issues. These bodies may be referred to as “commissions,” “corporations,” or “districts,” with members known as “commissioners” or “directors.” However, for the purposes of this manual, any reference to a “board” shall also include “commissions,” “corporations,” and “districts,” as well as their members.

ADVISORY BOARDS & COMMISSIONS

These boards advise the Town Council on public policy, providing creative ideas and community feedback and serving as a sounding board for proposed policies. They do not make policy nor have any legal authority.

DECISION-MAKING BOARDS AND COMMISSIONS

These boards may serve as advisory groups but also have quasi-judicial authority, often established by state law. They set or enforce policy and make legally binding decisions. Members are often required to have expertise in specific areas.

SEPERATE ENTITY BOARDS AND COMMISSIONS

These are separate legal entities from the Town of Trophy Club but are overseen and appointed by the Town Council.

AD-HOC COMMITTEES

Created periodically for specific tasks or recommendations to the Town Council, ad-hoc committees cease to exist once their specific purpose is accomplished.

BOARDS + COMMISSIONS

HOW DO BOARDS OPERATE?

Each board receives its charge from the Texas statutes and/or from a Town ordinance or resolution establishing the board. The Town Council may, from time to time, ask a board to consider specific items not in conflict with existing laws.

Boards must ensure that all actions align with the Town of Trophy Club's goals, objectives, adopted plans, and policies. As a board member, you represent the Town and are required to abide by all applicable rules and laws governing ethical behavior.

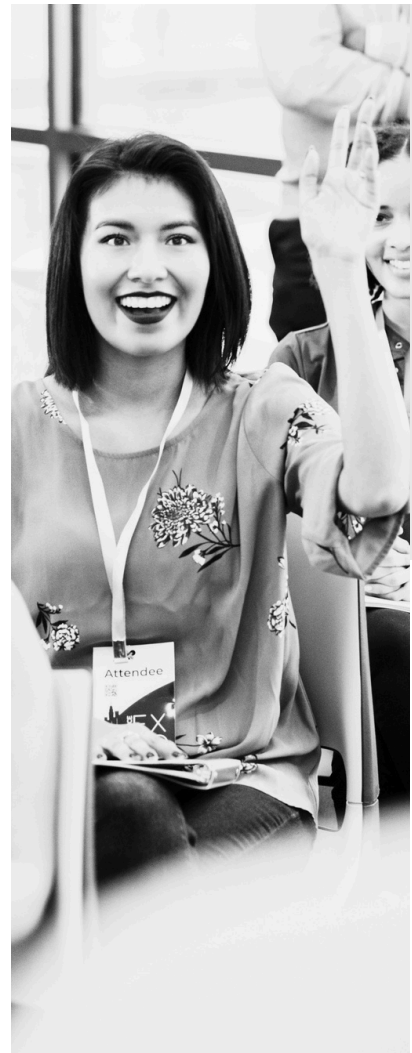
All new appointees are orientated by the Town staff liaison. The Town staff, the Texas Municipal League, and other training organizations may provide additional training sessions for board members. The Town Council encourages members to take advantage of these opportunities.

No board or commission member who is not present at a meeting shall be allowed to vote by proxy.

The board must comply with open meeting laws, including the for public notice of meetings. With limited exceptions, board meetings must be open to the public, and public notices of each meeting must be posted at least 72 hours prior to the meeting.

To conduct official business at a regular or special meeting, a quorum of the board must be present. In the absence of a rule, bylaw, or statute providing otherwise, a quorum is defined as more than half of the board members, not counting vacant seats. If a quorum is absent at any meeting, the chair must postpone the meeting until a quorum can be present, provided adequate notice is given pursuant to open meeting laws. If there is a quorum present, and both the Chair and the Vice-Chair are absent, the Board Members present may agree upon a Board Member to preside and serve as temporary Chair.

Some boards may have standing committees or ad-hoc committees consisting of fewer members than a quorum. These committees are not required to post notices of meetings or take minutes. However, their purpose is to study an issue and report back to the board as a whole.



BOARDS + COMMISSIONS

QUALIFICATIONS



Applicants for Boards must be United States citizens, residents of Trophy Club for at least six months, and registered voters at the time of appointment. The Town Council may, for good cause shown, waive the voter registration and/or length of residency for an applicant, except where restricted by State Law.

The knowledge, skills, and technical expertise of applicants may be a consideration in the appointment process.

If a member's residency status temporarily changes for up to six months during their term or reapplication period, they may request a review by the Council. If this temporary change does not violate any Charter or state laws, the Council may authorize the member's continued service or reappointment until they return to permanent residency status.

APPOINTMENT PROCESS

01. Applications Received

All applications received, including those from incumbents, are reviewed and considered for interviews by the Town Council Appointments Committee, which is comprised of three Town Council Members appointed each June. The Committee interviews applicants and makes recommendations to the full Council regarding appointments to all Boards and Commissions. Interviews are typically conducted in July and August, with appointments made in September and terms beginning on October 1. The Committee also considers applicants during the year in the event of mid-year vacancies.

02. Attend Meetings

Applicants are encouraged to attend several meetings of a board prior to applying and/or being appointed to a board.

03. Open Seats and Applicants

The Council strives to provide opportunities for as many interested residents as possible to serve on the Town Boards. However, if the number of open seats exceeds the number of qualified applicants, the Council may allow a person to serve on more than one Board.

If the number of qualified applicants exceeds the number of open seats, the Council's goal is to first appoint those not already serving before considering those who are already serving on another Board. The Council may replace a current member serving on multiple bodies before the end of their term if there are enough qualified applicants.

04. Exception

The Building Standards Commission (BSC) and the Zoning Board of Adjustment (ZBA) do not meet regularly but only as needed. Therefore, the Council utilizes a dual appointment process for these bodies. The BSC shall be comprised of the members of the ZBA.

BOARDS + COMMISSIONS

TERMS/VACANCIES/RESIGNATIONS

Members are typically appointed to a two-year term with no term limits, with terms beginning in October. All board members serve at the pleasure of the Town Council and may be removed before their term expires. Terms are staggered, with the Town Council making annual appointments to replace members whose regular terms expire yearly. A member shall serve until the expiration of their term or until a successor is appointed, whichever occurs later unless otherwise provided by law. Reappointment to a second term is not automatic, and a new application is required for consideration.

Exception: Members of the Zoning Board of Adjustment may only be removed when their term has expired or for cause on a written charge after a public hearing (GC 211.008).

Vacancies generally occur when a member resigns or moves out of Town. Board members should notify their staff liaison or staff contact immediately once a vacancy is confirmed. The staff person will inform the Town Secretary's office, which will notify the Town Council Appointments Committee of the vacancy. A replacement will be appointed promptly if the vacancy creates a hardship in the board's ability to conduct business or if it occurs early in the fiscal year. Otherwise, a replacement may be delayed until the Town's annual board process in the fall. Vacancies, if filled, will be for the remainder of the vacated term.





RESPONSIBILITIES BOARD MEMBERS & STAFF

OATH OF OFFICE & ANTI-BRIBERY STATEMENT



All appointed and reappointed board members are required to take the oath of office and sign the anti-bribery statement, as mandated by the Texas Constitution.

Assuming the duties of office before taking, subscribing, and filing the oath of office may result in removal from office.

ATTENDANCE

The Town Council values your viewpoint and takes your appointment, attendance, and involvement on a board seriously. They ask that you take your role with the same level of seriousness.

Effectiveness as a board member requires regular attendance. The Town Council understands that board members have careers and other responsibilities, but due to the importance of citizen boards, the Council asks that all members, including alternates, make every effort to attend all meetings.



ATTENDANCE CONT.

If a board member misses three consecutive regular meetings without notifying the Staff Liaison, or if the reason for absence is deemed invalid, the Staff Liaison will inform the Town Secretary, who will then advise the Town Council Appointments Committee for review. If maintaining regular attendance becomes difficult, consider whether you have sufficient time to be an effective member.

Attendance of all members shall be recorded by the Staff Liaison or board secretary and provided to the Town Secretary annually upon request.

RESPONSIBILITIES BOARD MEMBERS & STAFF



OPEN MEETINGS ACT AND PUBLIC INFORMATION ACT TRAINING

The Open Meetings Act and the Public Information Act impose mandatory open government educational s on elected and appointed officials. Each board member is required to take this training within 90 days after their appointment or reappointment. Training videos are available online at www.oag.state.tx.us.



EXTERNAL TRAINING

Additional training opportunities may be available through regional governmental organizations such as the North Central Texas Council of Governments, the Texas Municipal Clerks Association, or the Texas Municipal League. The Town Secretary's office or staff liaison will inform board members about relevant opportunities based on availability and funding.

RESPONSIBILITIES BOARD MEMBERS & STAFF



ELECTION OF CHAIR/VICE CHAIR

Procedures for the election of a chair and vice chair (officers) are designed to ensure that meetings are conducted in an orderly manner. Except as otherwise provided by state or federal law, Town Charter, or Town ordinance or resolution, the election of officers for Town Council-appointed boards will be as follows:

- 1** The Town Council has the sole authority to appoint the chair and, in some instances, the vice-chair for certain boards (e.g., Planning & Zoning Commission, Tax Increment Reinvestment Zone, Zoning Board of Adjustment). All other chairs and vice-chairs will be elected by voting board members.
- 2** For boards that elect officers, elections shall be held annually as soon as practicable after the annual appointment process. If, for any reason, the chair or vice-chair vacates their seat, an election should be held by the voting members to fill the unexpired term. A temporary chair may be selected by the board. The chairperson presides over the meetings and is entitled to vote.

ROLE OF A CHAIR/PRESIDENTS

The Chair/President serves as the leader of the board, responsible for ensuring efficient and meaningful operations. This includes clarifying roles, conducting efficient meetings, and ensuring that necessary information is readily available to create a positive working environment.

The board bylaws or rules of order may grant specific authority to the Chair/President. Generally, the Chair/President, or in their absence, the Vice Chair, has the following duties:

- 1** Presides at Meetings: Leads all board meetings, ensuring the board's work is accomplished. The Chair must control the meeting to prevent irrelevant, repetitive, or unproductive discussions while ensuring all viewpoints are heard and considered fairly and impartially. The Chair cannot make rules related to meeting conduct or procedures without full board approval.
- 2** Signs Correspondence/Documents: Signs correspondence and documents on behalf of the board.
- 3** Represents the Board: Represents the board before the Town Council.

The Chair/President and Staff Liaison are responsible for ensuring that the board's proceedings fulfill the direction provided by the Council in a timely manner, with appropriate information and context.

Before undertaking any project or initiative that requires funding beyond the approved Town budget, the initiative must be submitted to the Staff Liaison for action by the Town Manager.

RESPONSIBILITIES BOARD MEMBERS & STAFF



ROLE OF AN ALTERNATE

Alternates serve as voting members in the absence of a regular member. In determining which alternate member shall serve in the absence of a regular member, alternates will be selected in order of place number. If, for any reason, alternate member #1 is unable to serve, alternate member #2 shall serve, and so forth.

Alternates are encouraged to attend all meetings to remain apprised of the board's work but may not participate unless serving in the absence of a regular member.

GENERAL PUBLIC INTERACTION

Board members and commissioners have an obligation to consider the welfare of the entire Town, to be fair, objective, and courteous, and to ensure due process to all who come before them. While public opinion should be sought, no board member or commissioner should allow their judgment to be unduly influenced by the criticism of those attending the meetings.

Communications from the public to boards should be received and relayed to the board through the staff contact. Staff is responsible for including all communications received in the agenda packet according to publication deadlines. Official responses to citizen inquiries must be approved by the full board or commission and sent via staff.

The roster of board or commission members is a public document and includes the name, residential or mailing address, and either a home or business phone number of each board member. Board members may interact with the public; however, if contacted by the public outside a meeting, they should encourage citizens to send their comments to staff for distribution to all board members.



RESPONSIBILITIES BOARD MEMBERS & STAFF

REPRESENTATION, CONTACTS, AUTHORITY OF BOARD MEMBERS

REPRESENTATION: Individual board members may not represent the board before the general public unless authorized by the Town. When appearing in a private capacity before other boards, commissions, outside agencies, the media, or the general public, the board member must clearly indicate that they are speaking as a private individual, not as an official representative.

AVOIDANCE OF CONTACTS AND INDIVIDUAL DISCUSSIONS: It is not uncommon for applicants, opponents, or their representatives to approach individual members to solicit support or disapproval of a pending issue. Members of the Building Standards Commission, Zoning Board of Adjustment, and Ethics Commission must decline these individual contacts.

REQUESTS FOR SPONSORSHIPS, DONATIONS, AND AGREEMENTS WITH VENDORS: Unless acting jointly with a Staff Liaison and pursuant to the direction of their respective board, members do not have the authority to seek donations, make agreements with vendors, or give the impression that they are acting as an agent for the Town. Furthermore, board members are not permitted to obligate any Town funds or enter into any agreements without prior written approval from the Town Manager. All actions requiring the obligation or expenditure of funds shall be in accordance with the applicable approved budget.



RESPONSIBILITIES BOARD MEMBERS & STAFF

ROLE OF STAFF LIAISON

The Town Manager assigns a staff liaison to work with each board. A staff liaison serves as a resource for the board, answering questions and providing general assistance.

Board members do not have authority over the work program of Town staff. The liaison acts as an information resource and provides technical assistance to the board. Board members may not direct Town staff in their board-related activities, nor can they assign projects or direct staff work. A board may request staff assistance on various projects; however, the Town Manager must approve all requests that create a substantial demand for a work product.



STAFF LIAISON RESPONSIBILITIES:

- 01.** Preparing and providing meeting calendars, agendas, staff reports, and supporting information to the board members prior to meetings.
- 02.** Ensuring compliance with the Texas Open Meetings Act.
- 03.** Responding to board member or public requests for information related to the business of the board.
- 04.** Taking meeting minutes, as applicable.

RESPONSIBILITIES BOARD MEMBERS & STAFF

RULES OF PROCEDURE

Most boards establish their own rules and procedures to govern their operation. These rules will be discussed in detail with your staff liaison or staff contact.

Every open meeting will include a public comment section on the agenda.

The Texas Open Meetings Act restricts members of the governing body or board from discussing items not posted on the agenda. If a topic is not a posted agenda item, actions or responses to a speaker's remarks by members of the governing body or board are limited to either a statement of fact, a recitation of existing policy, or a proposal to place the subject on the agenda for a future meeting.

The Town Council has adopted Robert's Rules of Order to serve as a guide on all questions of procedure not addressed by provisions of the Town Charter or contained within the Code of Ordinances. In the event of a conflict between the Charter or Code of Ordinances and Robert's Rules of Order, the Charter and/or Code of Ordinances shall prevail.

MINUTES

The staff liaison will take meeting minutes in a form consistent with Town Council meeting minutes. The minutes will be presented for approval by the members present at the next meeting, with revisions, corrections, or amendments made at that time.

COMMUNICATION WITH TOWN COUNCIL

Staff liaisons will seek input from boards for work topics and priorities for council discussion and consideration during their annual strategic planning session.

At the request of the Town Council, boards and commissions may occasionally participate in a joint work session with the Town Council when more immediate feedback or input on a topic is needed.

Some boards are required to provide annual reports to the Town Council. Other boards may be periodically asked to report on their activities, accomplishments, projects, and initiatives.

Board and commission members are encouraged to first contact their staff liaison regarding policy matters that fall within the scope and purpose of the board. The mayor or any member of council may also be contacted individually or collectively at MayorandCouncil@trophyclub.org.



RESPONSIBILITIES BOARD MEMBERS & STAFF

BEING AN EFFECTIVE BOARD MEMBER

The role of a board member is to bring their experience and insight to the board, deliberating with other members to reach decisions that fulfill the board's purpose in the best interest of the citizens it serves, and in accordance with applicable laws. Several strategies can help you be an effective board member:

BE PREPARED

Reading your agenda packet before the board meeting is essential. Thorough preparation enhances your ability to actively participate.

ASK QUESTIONS

Board members are not expected to know everything. When policy is discussed or decisions are deliberated, ask questions to facilitate learning. Seek clarification from those presenting during the meeting.

KNOW THE LAW

New regulations are continually revised and updated. Stay informed about changes that impact the board you serve on.

MAINTAIN FOCUS

Being a board member requires attentiveness and openness to learning new things. Remain engaged in the meeting and avoid distractions such as smartphones and other devices.

RESPONSIBILITIES BOARD MEMBERS & STAFF

BEING AN EFFECTIVE BOARD MEMBER

BE COURTEOUS

Every member's contribution is significant. Treat all members equally and with respect when sharing thoughts, ideas, and suggestions, as these viewpoints are crucial for the decision-making process.

BE PUNCTUAL

Make every attempt to arrive on time for meetings and inform your board liaison if you will be absent. Unexpected absences can cause a meeting to be cancelled if not enough members are present to establish a quorum. As a courtesy of your fellow board members and the public, please provide advance notice of any absences.

ACTIVE PARTICIPATION

Passivity breeds inactivity. Rather than simply reacting, be pro-active in your thinking. Asking appropriate questions, requesting important information, and participating in discussions will enhance your effectiveness as a board member.

WATCH/LISTEN

Reviewing materials or videos from prior meetings can help familiarize you with topics before the board. Most board meetings are streamed live, recorded, and archived at www.trophyclub.org/agendas.

There are many ways you can have a successful board meeting; these are just a few. Consider your actions, how you present yourself, and how you represent the Town as these factors impact your board's effectiveness.

You have been appointed to help the Town Council make informed decisions for the citizens of Trophy Club. As a public official, you have certain responsibilities and must abide by specific rules.

SECURITY

There are security measures in place at Town Hall should the need ever arise. Your staff liaison can provide an overview of these measures, as well as the evacuation plan.

ETHICS AND CONFLICTS

ETHICS

The Town Council has adopted an ethics policy that applies to all council members and appointed Town officials, including board members. For detailed information about the Town's Code of Ethics, please [click here](#). It is important to familiarize yourself with these regulations.

CONFLICTS OF INTEREST

The State's conflict of interest law, Chapter 171 of the Texas Government Code, although only applicable to officers of the Town, has been made applicable to all board members by practice. However, penal provisions of Chapter 171 are not applicable to advisory board members.

Chapter 171 requires a board member with substantial interest in a business entity or real property to file an affidavit with the staff liaison and abstain prior to a vote or decision on any matter involving the business entity or real property if the action on the matter will have a special economic effect on the business entity distinguishable from the effect on the public, or if it is foreseeable that the action on the matter will have a special economic effect on the value of the real property, distinguishable from its effect on the public. For example, the Attorney General (AG) has opined that a special economic effect on the value of real property distinguishable from the effect on the public exists when a Planning and Zoning board member has an interest in real property located within 200 feet of property being rezoned. However, the AG made it clear that these evaluations are highly fact intensive. Ask yourself the question, will this action before my board affect the value of my real property in a manner that is different from the public at large?

- 1** You have a substantial interest in a business entity if:
You own 10 percent or more of the voting shares of the business entity or own either 10 percent or more or \$15,000 or more of its fair market value;
- 2** You received funds from the business entity exceeding 10 percent of your gross income for the previous year.



ETHICS AND CONFLICTS

CONFLICTS OF INTEREST CONT.

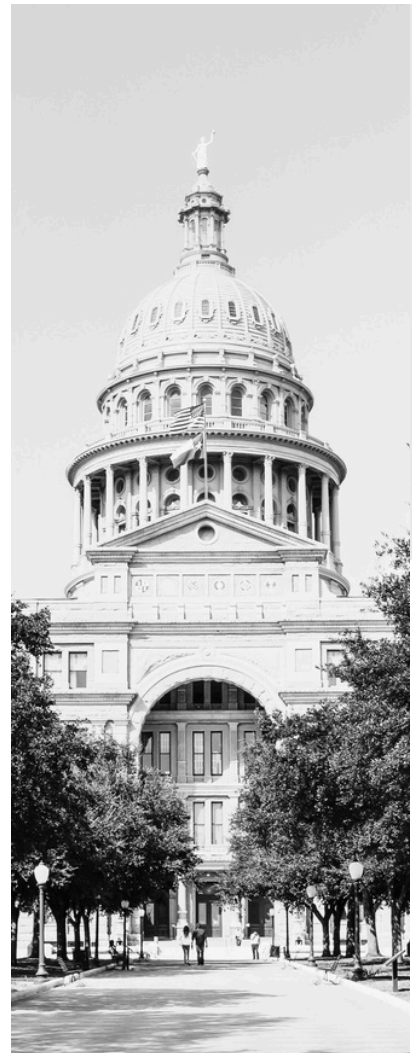
You have a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

You have a substantial interest if your close relative within the first degree of consanguinity and affinity has a substantial interest.

A violation of chapter 171 is a Class A misdemeanor.

APPEARANCE OF CONFLICT

There are times you will have a perceived conflict of interest even though it is not a conflict that is prohibited by law. In those cases, you should make a judgment call as to whether you should abstain from the matter. If you think the perceived conflict affects your ability of independent judgment or there is a strong appearance that you lack the ability to remove yourself from the perceived conflict in making a decision, you should carefully consider whether abstention is appropriate. Often, these are difficult judgment calls for which there are no absolute right answers. In making your decision, you should weigh the harm of participating against your general duty to serve on the board. You have a duty to participate and vote on all matters that come before the board, unless you have a conflict, or you lack information to decide the issue. Do not hesitate to consult with the Town Attorney's office for guidance.



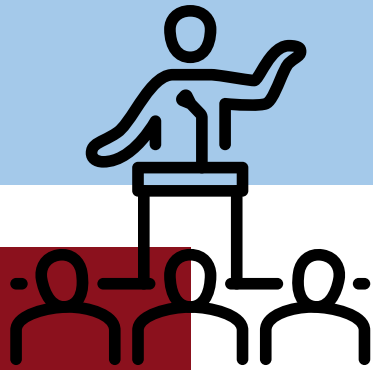
ETHICS AND CONFLICTS



CHAPTER 176 CONFLICTS DISCLOSURE

Chapter 176 of the Texas Local Government Code requires you to file a Conflict Disclosure Statement with the Town Secretary if you or your family member:

- A** Has an employment or business relationship with a Town contractor or vendor that results in taxable income.
- B** Received or accepted one or more gifts from a Town contractor or vendor (excluding gifts of food, lodging, transportation, or entertainment accepted as a guest) with an aggregate value of \$250 in the preceding 12 months. You are required to file the form within seven days after you become aware of the relationship with the Town. The Conflict Disclosure Statement is signed under penalty of perjury, and it is a Class C misdemeanor to fail to timely file the form. However, it is a defense to prosecution if you file the Conflict Disclosure Statement not later than the seventh day after you receive notice of violation. Therefore, you have two chances to comply.



INCOMPATIBILITY OF OFFICE

The common law doctrine of incompatibility of office prohibits you from holding two conflicting public offices. You cannot hold another public office that conflicts with your duties on the board. Because this is a very fact-sensitive issue, you should contact the Town Secretary, who will consult with the Town Attorney's office if you hold another public office. It is important to do this before serving as a governmental board member, as your acceptance of appointment may result in the automatic forfeiture of your other public office.

TEXAS OPEN MEETING ACT

Town boards must comply with the Texas Open Meetings Act (the “Act”) ([Government Code Chapter 551](#)). There are exceptions for some recommending boards or committees based on their duties or structure.

The act generally requires that meetings of a governmental body be public. Written notice must be given of dates, times, and locations of all meetings. Minutes of each meeting must be taken, and a record of votes and decisions must be kept as a public record. The board liaison will ensure the agenda is properly posted and minutes are taken, as applicable. Criminal penalties exist for holding an unauthorized closed meeting for boards with decision-making authority.

When a quorum is anticipated in any place where Town business is being discussed, the meeting should be posted as a precautionary measure to avoid the accusation of attempting to conduct Town business privately. Board discussion during meetings should be limited to only those items listed on the posted agenda. Discussing or taking action on items not posted on the agenda would be considered a violation of the act. The Open Meetings Act does not apply to purely social gatherings, conventions, or workshops. Any specific questions or issues should be referred to the Town Attorney’s office through the staff liaison.

All board members are required to complete Texas Open Meetings training within 90 days of their appointment.

For more detailed information about the Act, including what constitutes a meeting, notice s, open/closed session rules, and penalties and remedies for violations click on the following link for the Texas Open Meetings Act Handbook produced by the Texas Attorney General.

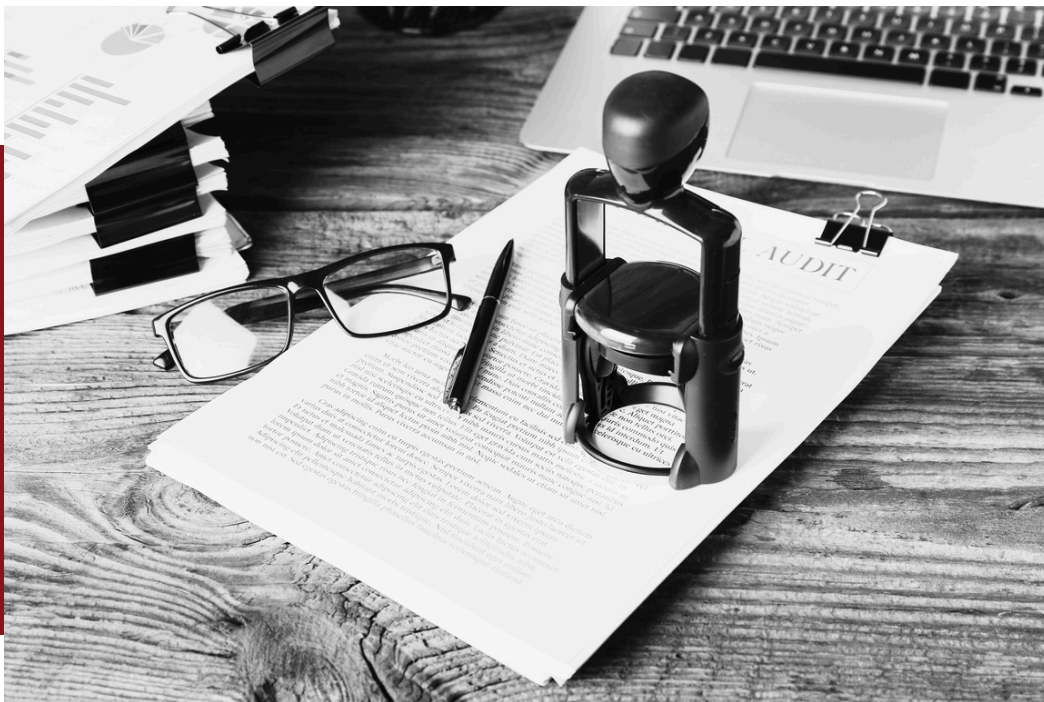


PUBLIC INFORMATION ACT

The Texas Public Information Act (the “Act”), provides all public records must be open to inspection and copying unless otherwise made confidential by law. All board members are subject to the Act. For this reason, it is a good approach to always presume that the public has access to the contents of board files and records, including email, text messages, and social media as it relates to Town business. Treat the contents of all communication in a professional manner.

Rule of Thumb: Ask yourself, would I want to see what I wrote in the local paper, posted in social media, or recited during a public meeting?

As part of your orientation as a new board member, and in accordance with Government Code 552.024, you will be asked to complete a form that indicates your preference as to what information you would allow the public access to as it relates to home address, home telephone number, emergency contact information, or that reveals whether the person has family members. This form should be completed and signed no later than the 14th day after the appointment.



BOARDS AND COMMISSION LISTINGS

Each Town board is listed below along with a link to its webpage. The webpage provides information on its creating authority, description, composition, meeting schedule, staff liaison information and current listing of members.

ANIMAL SHELTER ADVISORY BOARD

The Animal Shelter Advisory Board is charged with working with staff to set standards for the town's animal shelter and the care of animals, and to provide periodic reports to the Texas Department of Health. The board meets 3 times annually. [Click here for the Animal Shelter Advisory Board webpage](#)

BUILDING STANDARDS COMMISSION

The Building Standards Commission hears and determines cases concerning alleged violations of Ordinances regulating buildings and structures. The Commission is tasked with determining whether buildings and structures within the Town meet minimum building, fire, floodplain, and related codes. The Commission also orders appropriate remedial actions, has the authority to impose civil penalties as allowed by law, and provides a review of administrative decisions in addition to other functions authorized by the ordinance. Cases must be heard by at least 4 members, either regular or alternate. [Click here for the Building Standards Commission webpage](#)

CRIME CONTROL AND PREVENTION DISTRICT (CCPD)

The purpose of the CCPD is to enhance the capability of law enforcement and to further crime prevention programs through the acquisition of personnel, new equipment and technology for the police department. The Board establishes the annual budget and policies, oversees expenditures and evaluates programs funded by the district.

Funds are restricted as outlined in Section 363, Subchapter D of the Local Government Code. Additional information concerning the duties and responsibilities of the Board may be found in Chapter 363, Texas Local Government Code. [Click here for the Crime Control & Prevention District webpage](#)

BOARDS AND COMMISSION LISTINGS

ECONOMIC DEVELOPMENT CORPORATION

The mission of the Trophy Club Economic Development Corporation is to promote economic development within the Town and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the town by undertaking, developing, providing, and financing projects under the Economic Development Act and as defined in Section 4B of the Act. The Town Council has authority over the EDC and must approve its programs, projects, and expenditures. [Click here for the Economic Development Corporation webpage](#)

ETHICS REVIEW COMMISSION

The Ethics Review Commission administers the Code of Ethics and Conduct ordinance relating to elected officers, appointed board, committee and commission members and Town employees. s for the form and content of the complaint are specified in the ordinance: Chapter 1, Article 17. Complaints are filed via email to the Town Secretary. The town attorney shall be utilized to advise the commission and participate in hearings. [Click here for the Ethics Review Commission webpage](#)

PARKS AND RECREATION BOARD

The Parks and Recreation Board enables residents to actively participate and provide direct input to the Parks and Recreation Director for developing parks and recreational facilities in the Town. Its responsibilities include advising on the development of long-range capital improvement programs, serving in an advisory capacity to the Council and Parks and Recreation Director, and acts as the Town's tree board with duties outlined in the Code of Ordinances. [Click here for the Parks and Recreation Board webpage](#)

BOARDS AND COMMISSION LISTINGS

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission reviews all applications for development within the Town for compliance with zoning ordinances and the Comprehensive Land Use Plan. The Commission makes recommendations of approval or denial of development proposals to the Town Council. Town ordinances relevant to Planning and Zoning actions are regularly reviewed and/or revised as appropriate. [Click here for the Planning & Zoning Commission webpage](#)

TAX INCREMENT REINVESTMENT ZONE (TIRZ) BOARD #1

The mission of the Tax Increment Reinvestment Zone (TIRZ) Number 1 board is to promote an economically thriving district that enhances and strengthens the town's tax base, attracts new investment opportunities, and preserves existing development values through the use of available financial, marketing, land planning, and capital infrastructure development tools. [Click here for the TIRZ Board webpage](#)

ZONING BOARD OF ADJUSTMENT (ZBA)

The Zoning Board of Adjustment serves as an appeal body for individuals seeking variances or special exemptions to the zoning ordinance or to a decision made by an administrative official enforcing the ordinance. [Click here for the ZBA webpage](#)



THANK YOU!

The Town of Trophy Club couldn't do what it does for its residents without our dedicated community volunteers!

MORE ABOUT US

To find out more about the Town of Trophy Club Boards and Commissions, please visit www.trophyclub.org/boards.



Phone

682.237.2900



Email

tdixon@trophyclub.org



Website

www.trophyclub.org



Office Address

1 Trophy Wood Drive

Appointed Official Evaluation Policy

Town Council Policy	
Policy Number	TC-102
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Town Manager
Resolution Number:	

1. STATEMENT OF PURPOSE:

Evaluations of Town Council appointed positions are intended to serve as a communication tool and learning process whereby the Mayor and Town Council (referred to collectively as “Town Council”) along with the Town Manager, Town Attorney, and Town Secretary (referred to individually as Appointed Officials) can learn about each other’s expectations and where strengths and weaknesses exist in the relationship. Evaluations should identify differences in expectations, direction, or communication before they escalate to negatively impacting the Town of Trophy Club organization. The focus of evaluations should be guidance for future efforts by the Appointed Official. The Town Council’s evaluation of the Appointed Official should be approached as part of an on-going process that strives to allow for a more thoughtful and effective decision-making body and more effective town management.

2. EVALUATION FEEDBACK PROTOCOL:

Although the Town Council may solicit feedback from staff in the evaluation process, consideration must be given to perceptions on how feedback is received and shared. Town Council is encouraged to avoid discussing Appointed Official job performance with Town employees. Such actions may put Town Council in an inappropriate administrative role and may put Town employees and the evaluated Appointed Official in uncomfortable situations. Instead, the Appointed Official might be requested to conduct upward review sessions with his or her staff to receive feedback from subordinates and to report general themes during the evaluation as part of the self-assessment. Consistent with the Town Charter, Section 3.13, “In regard to administrative and executive duties under the Town Manager, the Council and its members shall deal solely through the Town Manager, either publicly or privately.”

3. EVALUATION COMPONENTS:

The following items shall be integrated into the evaluation process:

1. Provide the Appointed Official feedback on performance
2. Identify areas in which improvement may be needed
3. Clarify the relationship between the Appointed Official and the Town Council
4. Make decisions about changes regarding future compensation

4. FREQUENCY:

Evaluations may be established by a current contract between the Appointed Official and Town Council and/or conducted at least once annually. Where there is conflict, the current contract, if applicable, between the Appointed Official and Town Council shall prevail.

Appointed Official Annual Review Procedure

Town Council Procedure	
Procedure Number	TC-102.1
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Town Manager
Resolution Number:	

1. PURPOSE

The purpose of this procedure is to provide directions to Town Council and Appointed Officials on how to conduct the Appointed Official Annual Review in accordance with the Appointed Official Evaluation Policy, TC-102.

2. REFERENCE DOCUMENTS

- TC-102: Appointed Official Evaluation Policy
- Appointed Official employment contract, if applicable. If the employment contract and this policy are in conflict, the employment contract shall prevail.

3. RESPONSIBILITY

- Mayor
- Council
- Appointed Officials
- Director of Human Resources

4. PROCEDURE

Step	Responsible Position	Action
1.	Town Manager	At the first Council Meeting in June, the Town Manager shall prepare a Council Meeting agenda item for the purpose of establishing the Appointed Official Review & Compensation Subcommittee (the "Subcommittee"). The membership shall consist of three Council Members, one of which may be, but is

		not required to be, the Mayor. Members appointed to the Subcommittee shall serve in that capacity for the term of one year, or until such time as the Town Council takes action to appoint new members to Subcommittee. The Subcommittee shall not constitute an official board or commission, nor shall it comprise of a membership consisting of a quorum of the Town Council so as to not constitute a public meeting under State law and the Town Code of Ordinances.
2.	Director of Human Resources	At least 45 days prior to an Appointed Officials Annual Review, the Director of Human Resources will notify the Subcommittee and effective Appointed Official of the need for an Annual Review.
3	Appointed Official	Approximately 30 days prior to the Appointed Officials Annual Review, the Appointed Official will complete the Self-evaluation Review document and submit it to the Director of Human Resources. The Appointed Official may also submit a Performance Report in any format desired by the Appointed Official providing additional information regarding the Appointed Official's performance. If desired, the Appointed Official will provide a written request for any adjustments in compensation and/or contract changes and submit it to Director of Human Resources.
4	Director of Human Resources	The Director of Human Resources will present Town Council with electronic copies of the following documents: • Review document • Last completed Annual Review • Self-evaluation Review document from the Appointed Official • Performance Report, if submitted by the Appointed Official • Appointed Official's job description • Current contract (if applicable) • Appointed Official's Work Plan (if applicable) • Appointed Official Evaluation Policy
5	Town Council	Town Council will review the information provided in Step 4 and submit the completed Review document to the Director of Human Resources. A minimum of one week shall be given for Town Council to submit their completed Review documents.
6	Director of Human Resources	The Director of Human Resources will provide the Subcommittee with the following: • Review documents completed by the Town Council • Completed self-evaluation Review Document from the Appointed Official • Past performance improvement or corrective documentation

		• Updated compensation comparison information gathered from comparable and competitive municipalities • Compensation and/or contract change request submitted by the Appointed Official
7	Appointed Official Review and Compensation Subcommittee	The Subcommittee shall meet to perform the following functions: • Review the documentation provided in Step 6 • Compile and summarize Review documents submitted by the Town Council into one Final Town Council Review Report to be presented to the Appointed Official. The Final Town Council Review Report should attempt to summarize the consensus of the Town Council. Where number rating systems are used to evaluate the Appointed Official, means or medians should be utilized to summarize scores. Divergent or minority feedback may be provided but shall be clearly identified as such. • If applicable, provide a list of performance improvements and/or corrective actions that the Appointed Official is expected or required to perform based on the consensus of the Town Council. Divergent or minority feedback items shall not be used as a basis for performance improvement. • If applicable, develop a recommendation for the Town Council on Appointed Official's compensation and/or any requested contract changes. • After completing each of the items above, the Appointed Official Review and Compensation Subcommittee shall meet with the Appointed Official to discuss with Appointed Official their recommendation regarding compensation and/or any requested contract changes. The Appointed Official Review and Compensation Subcommittee may revise their recommendation based on input and feedback from the Appointed Official. • The Appointed Official Review and Compensation Subcommittee shall schedule their finalized report for the next available Executive Session or as soon as is reasonably practicable.
8	Town Council Appointed Official(s)	Executive Session The Appointed Official evaluation will be reviewed in an Executive Session called by the Mayor. For the purposes of conducting the Annual Review, the Executive Session language shall be limited to the purpose of conducting the Annual Review consistent with State law. If requested, the Town Manager and/or Town Attorney may attend the review of the Town Secretary's review. If requested, the Town Manager may attend the review of the

		Town Attorney. If requested, the Town Attorney may attend the review of the Town Manager. • The Appointed Official shall be afforded an opportunity to discuss progress and updates on Work Plan goals (if applicable), review budgets under the Appointed Official's responsibilities, projects of Town Council interest, and items reviewed on the Review document. • The Appointed Official shall be afforded an opportunity to provide feedback to the Town Council on their respective roles concerning policy and administration. • The Subcommittee shall present the Final Town Council Review Report. • The Subcommittee shall present the list of performance improvements and/or corrective actions, if applicable. • Town Council shall present the recommendation regarding the Appointed Official's compensation and/or any requested contract changes. • The Appointed Official may be excused from the Executive Session while the Town Council deliberates final decisions regarding the Final Town Council Review Report, the list of performance improvements and/or corrective actions, and the changes to compensation and/or corrective actions. The Town Council may also deliberate any Council Member improvements desired based on the Appointed Official's feedback on the roles of policy and administration. • After Town Council deliberation, the Appointed Official may be invited back into the Executive Session for the purpose of providing final feedback from the Town Council. • Once reconvening into Open Session, the Town Council may take any action related to the Annual Review as determined to be appropriate.
9	Appointed Official Review and Compensation Subcommittee	The Subcommittee shall provide a final copy of the Final Town Council Review Report and any performance improvements and/or corrective actions to the Director of Human Resources for the Appointed Official's employment file.
10	Director of Human Resources	The Director of Human Resources will apply any changes to compensation and/or contract changes as approved by the Town Council.

Appointed Official Mid-Year Review Procedure

Town Council Procedure	
Procedure Number	TC-102.2
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Town Manager
Resolution Number:	

1. PURPOSE

The purpose of this procedure is to provide direction to Town Council and Appointed Officials on how to conduct the Appointed Official Mid-Year Review, if called for, in accordance with the Appointed Official Evaluation Policy, TC-102.

2. REFERENCE DOCUMENTS

- TC-102: Appointed Official Evaluation Policy
- Appointed Official employment contract, if applicable. If the employment contract and this policy are in conflict, the employment contract shall prevail.

3. RESPONSIBILITY

- Mayor
- Council
- Appointed Officials
- Director of Human Resources

4. PROCEDURE

Step	Responsible Position	Action
1	Mayor	If determined to be appropriate, the Mayor will notify the Director of Human Resources of the intent to conduct a Mid-Year review of an Appointed Official.

2	Appointed Official	The Appointed Official may submit a Performance Report in any format to the Director of Human Resources.
3	Director of Human Resources	The Director of Human Resources will present Town Council with the electronic copies of the following documents: • Last completed Annual Review • Performance Report, if submitted by the Appointed Official • Appointed Official's job description • Current contract (if applicable) • Appointed Official's Work Plan (if applicable) • Appointed Official Evaluation Policy TC-102
4	Town Council Appointed Official(s)	Executive Session The Appointed Official evaluation will be reviewed in an Executive Session called by the Mayor. For the purposes of conducting the Mid-Year Review, the Executive Session language shall be limited to the purpose of conducting the Mid-Year Review consistent with State law. If requested, the Town Manager and/or Town Attorney may attend the review of the Town Secretary's review. If requested, the Town Manager may attend the review of the Town Attorney. If requested, the Town Attorney may attend the review of the Town Manager. • An informal discussion may take place where the Appointed Official discusses progress and updates on performance, goals, budgets, projects, or improvements identified in previous reviews. • It is not the intention of Mid-Year Reviews to prepare formal review documents or to discuss compensation or contract changes. • Once reconvening into Open Session, the Town Council may take any action related to the Mid-Year Review as determined to be appropriate.



Office of the Mayor Proclamation

WHEREAS: Eric G. Ransleben has provided exceptional service to the Town of Trophy Club and surrounding communities for over two decades, serving as Associate Municipal Judge from 1999 to 2018 and later as Presiding Municipal Court Judge until July 2024; and

WHEREAS: Judge Ransleben has dedicated his legal career to advancing justice through his work as a state prosecutor, defense attorney, and educator. His contributions as an educator at the Texas Municipal Courts Education Center have enhanced the knowledge and professionalism of municipal judges, court clerks, and city prosecutors across the state; and

WHEREAS: his dedication to legal education and practice extends beyond the courtroom, evidenced by his numerous teaching engagements, presentations, and publications, which have further solidified his reputation as a leader in the legal field; and

WHEREAS: on behalf of the Town of Trophy Club and its citizens, we express our deepest gratitude to Judge Ransleben for his outstanding commitment, leadership, and dedication to justice and legal education, ensuring fairness and equity for all; and

WHEREAS: we wish Judge Ransleben much happiness and fulfillment as he embarks on this new chapter of his life.

NOW, THEREFORE, I, Jeannette Tiffany, Mayor of the Town of Trophy Club, Texas, and on behalf of the Trophy Club Town Council and its citizens, do hereby recognize and honor the distinguished career and dedicated service of Eric G. Ransleben and extend our heartfelt appreciation for his many contributions to the community, the legal profession, and the pursuit of justice.

Presented on this 14th day of October 2024, with sincere gratitude and best wishes for continued success and happiness in his well-deserved retirement.

Jeannette Tiffany, MAYOR



Trophy Club Town Council **Northwest ISD Update**

Dr. Mark Foust, Superintendent of Schools – October 14, 2024

Thank
you for
serving!



NORTHWEST ISD

Our Story of Excellence

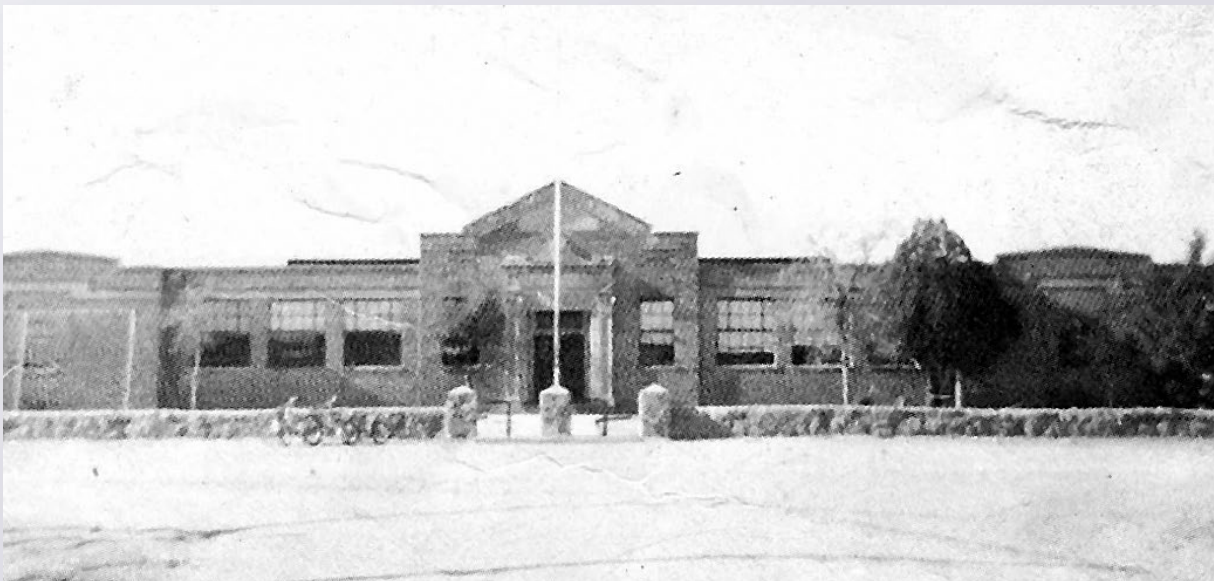
1949



Haslet Public School



Justin Public School



Rhome Public School



Roanoke Public School



75 YEARS OF EXCELLENCE



Overview of Northwest ISD



NISD Board Of Trustees



Steve Sprowls,
President
Place 5



Jennifer Murphy,
Vice President
Place 7



DeAnne Hatfield,
Secretary
Place 1



Judy Copp,
Place 4



Anne Davis-Simpson, Ph.D.,
Place 3



Lillian Rauch, Ph.D.,
Place 6



Mark Schluter,
Place 2

STRATEGIC GOALS 2023-2028



Our Core Beliefs

- 1 Kids come first.
- 2 Continuous learning is essential to prepare for college and career opportunities.
- 3 Each student's success is the shared responsibility of students, families, schools, and communities.
- 4 Learning is influenced by environment.

Our Vision

Northwest ISD empowers learners and leaders to positively impact the world.

Our Mission

Northwest ISD, in collaboration with students, families, communities, and global partners, will engage in a culture of learning that prepares all students to confidently navigate their future.

Strategic Goals

Strategic Goal 1

Northwest ISD will provide personalized learning experiences and cultivate the growth and achievement of every student.

NISD PRIORITIES:

Literacy

- 1.1 Our students will annually increase literacy proficiency to reach or exceed grade-level standards.

Academic Progress

- 1.2 Our students will achieve individualized academic goals to reach a year's growth or more in all content areas.

College, Career, Military & Life Readiness

- 1.3 Our students will graduate life ready and prepared for success in career, college, or military service.

Strategic Goal 2

Northwest ISD will recruit, value, and retain highly effective staff prepared to meet the individual needs of our students and learning community.

NISD PRIORITIES:

Recruit

- 2.1 Northwest ISD will have an unwavering commitment to attract and welcome high-quality staff.

Value

- 2.2 Northwest ISD will invest in all staff through a culture of support, development, and empowerment to make a positive impact on the learning community.

Retain

- 2.3 Northwest ISD will retain highly effective staff through meaningful relationships, ongoing support, and professional growth opportunities.

Strategic Goal 3

Northwest ISD will foster a safe environment and a culture of engagement that values the voices of all students, staff, families, and community members.

NISD PRIORITIES:

Engagement

- 3.1 Northwest ISD will foster an environment of engagement with every member of our community through collaborative dialogue and partnership opportunities.

Culture

- 3.2 Northwest ISD will model and install a culture of belonging where all students, staff, families, and community voices are heard and valued.

Safety

- 3.3 Northwest ISD will continuously improve, maintain and communicate systems of support to strengthen the physical and emotional well-being of our students, staff, and community.

KIDS COME FIRST.





STRATEGIC GOALS



Our Core Beliefs

- 1 Kids come first.
- 2 Continuous learning is essential to prepare for college and career opportunities.
- 3 Each student's success is the shared responsibility of students, families, schools, and communities.
- 4 Learning is influenced by environment.

Our Vision

Northwest ISD empowers learners and leaders to positively impact the world.

Our Mission

Northwest ISD, in collaboration with students, families, communities, and global partners, will engage in a culture of learning that prepares all students to confidently navigate their future.

Strategic Goals

Strategic Goal 1	Strategic Goal 2	Strategic Goal 3
Northwest ISD will provide personalized learning experiences and cultivate the growth and achievement of every student. NISD PRIORITIES: Usage 1.1 Our students will annually increase literacy proficiency to reach or exceed grade-level standards. Academic Progress 1.2 Our students will achieve individualized academic goals to reach a year's growth or more in all content areas. College, Career, Military & Life Readiness 1.3 Our students will graduate life ready and prepared for success in career, college, or military service.	Northwest ISD will recruit, value, and retain highly effective staff prepared to meet the individual needs of our students and learning community. NISD PRIORITIES: Recruit 2.1 Northwest ISD will have an unwavering commitment to attract and welcome high-quality staff. Value 2.2 Northwest ISD will invest in all staff through a culture of support, development, and empowerment to make a positive impact on the learning community. Retain 2.3 Northwest ISD will retain highly effective staff through meaningful relationships, ongoing support, and professional growth opportunities.	Northwest ISD will foster a safe environment and a culture of engagement that values the voices of all students, staff, families, and community members. NISD PRIORITIES: Engagement 3.1 Northwest ISD will foster an environment of engagement with every member of our community through collaborative dialogue and partnership opportunities. Culture 3.2 Northwest ISD will model and instill a culture of belonging where all students, staff, families, and community voices are heard and valued. Safety 3.3 Northwest ISD will continuously improve, maintain and communicate systems of support to strengthen the physical and emotional well-being of our students, staff, and community.

STRATEGIC GOAL 1

Northwest ISD will provide **personalized learning experiences** and cultivate the **growth** and achievement of every student.

NISD PRIORITIES:

Literacy

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Academic Progress

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College, Career, Military & Life Readiness

1.3 Our students will graduate life ready and prepared for success in career, college, or military service.

STRATEGIC GOAL 2

Northwest ISD will **recruit, value, and retain** highly effective staff prepared to meet the individual needs of our students and learning community.

NISD PRIORITIES:

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2.1 Northwest ISD will have an unwavering commitment to attract and welcome high-quality staff.

Value

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Retain

2.3 Northwest ISD will retain highly effective staff through meaningful relationships, ongoing support, and professional growth opportunities.

STRATEGIC GOAL 3

Northwest ISD will foster a **safe environment** and a **culture of engagement** that values the voices of all students, staff, families, and community members.

NISD PRIORITIES:

Engagement

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3.2 Northwest ISD will model and instill a culture of belonging where all students, staff, families, and community voices are heard and valued.

Safety

3.3 Northwest ISD will continuously improve, maintain and communicate systems of support to strengthen the physical and emotional well-being of our students, staff, and community.

About Northwest ISD

- Encompasses **234 square miles**
- Fastest-growing district in the region, a top 10 fastest-growing district in Texas
- **35 campuses** (23 elementary schools, 7 middle schools, 3 comprehensive high schools, 1 early college high school, and special programs center)
- **14+ towns and cities** across **three counties** (Denton, Tarrant, Wise)
- About **33% built out**, with growth expected to **last for decades**



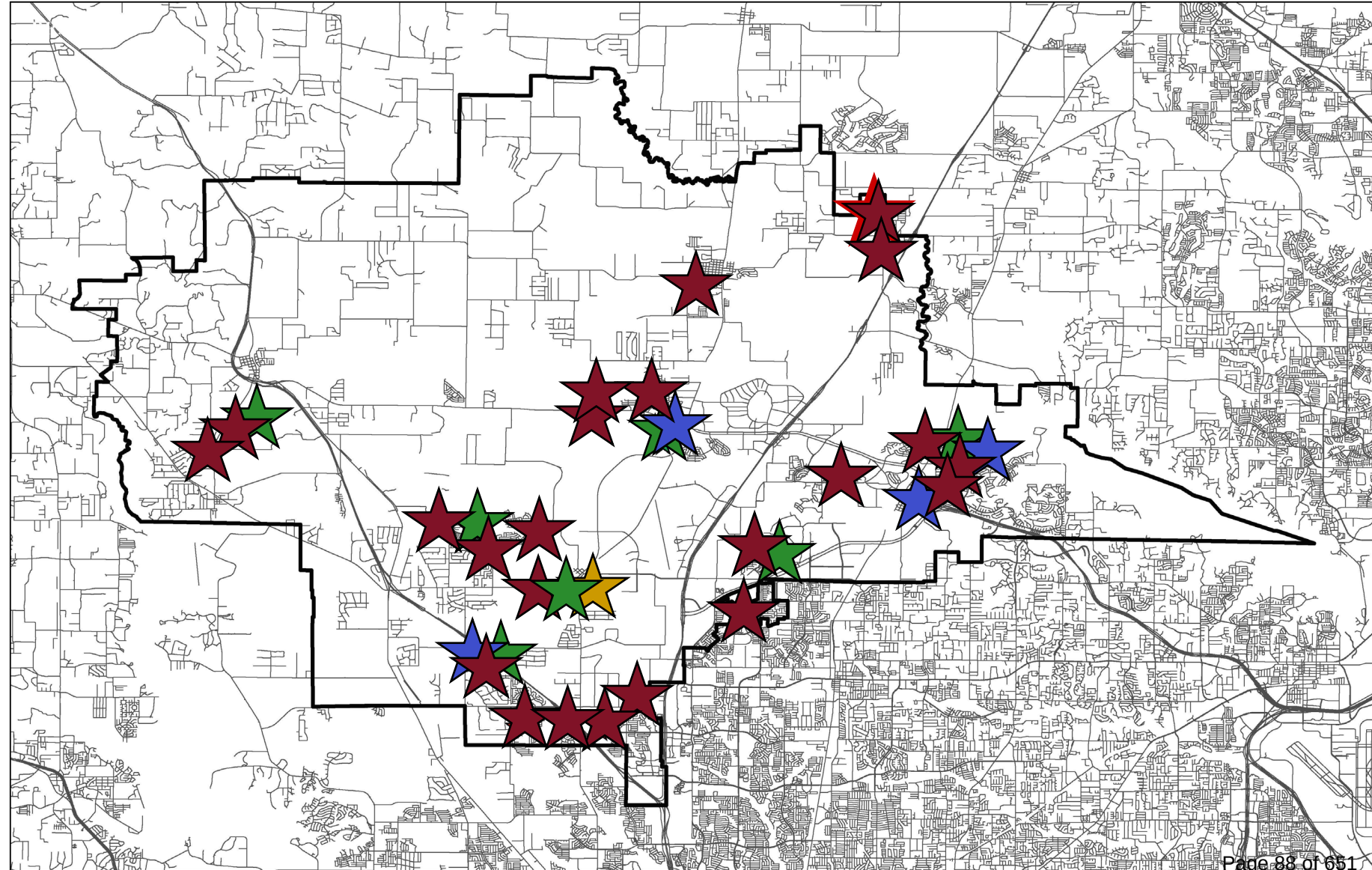
Current and Future NISD Schools

Current Schools

- ★ 23 Elementary Schools
- ★ 7 Middle Schools
- ★ 4 High Schools
- ★ Legacy Learning Center/
Special Programs Center

25-27 Future Schools

- 5 Elementary Schools
- 1 Middle School
- 1 High School
- 4 Early Childhood Centers



NISD Ranked Fastest-Growing District in North Texas

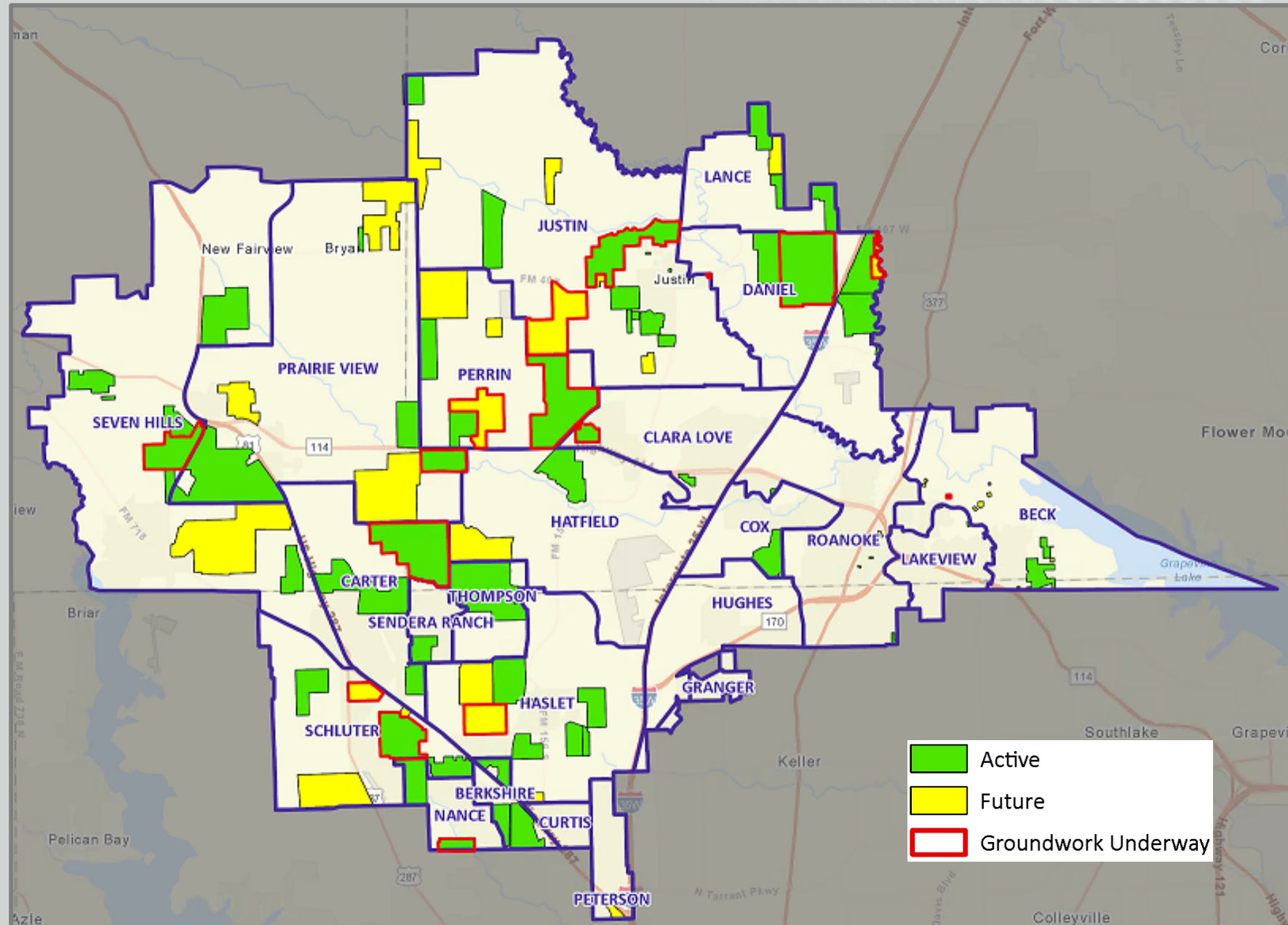


Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Futures
1	NORTHWEST ISD	3,006	3,067	1,530	4,028	38,537
2	PROSPER ISD	2,734	3,124	1,598	2,391	17,294
3	DENTON ISD	2,576	2, 766	1,380	3,136	26,965
4	PRINCETON ISD	2,784	2,668	1,345	3,406	11,487
5	EAGLE MT-SAGINAW ISD	1,925	2,120	892	1,906	10,984

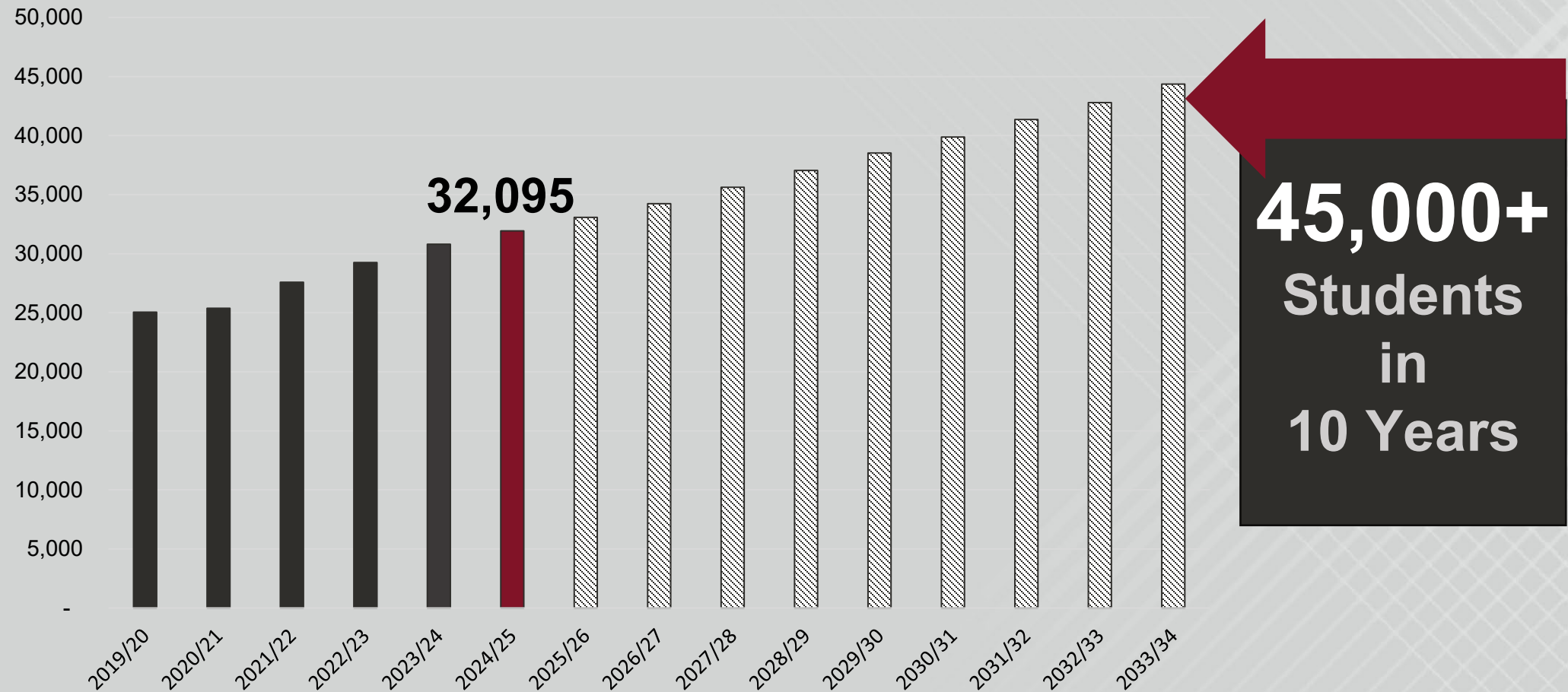
D-FW New Home Ranking Report
ISD Ranked by Annual Closings – 2Q24

District Housing Overview

- The District has **63** actively building subdivisions
- Within NISD there are **36 future** subdivisions in various stages of planning
- Of these, groundwork is underway on roughly **5,500 lots within 16 subdivisions**
- **1,230 lots** were delivered in the 2nd quarter



NISD Enrollment Forecast



Trophy Club Overview



School Improvements

Samuel Beck Elementary School

- HVAC, Indoor Air Quality Upgrade, Water/Controls Upgrade (Completed Summer 2024)
- Carpet Replacement (Completed 2024)
- Furniture Replacement (Completed 2024)
- Playground (Completed 2022)

Lakeview Elementary School

- HVAC, Indoor Air Quality Upgrade, Water/Controls Upgrade (Completed Summer 2024)
- Furniture Replacement (Completed 2024)



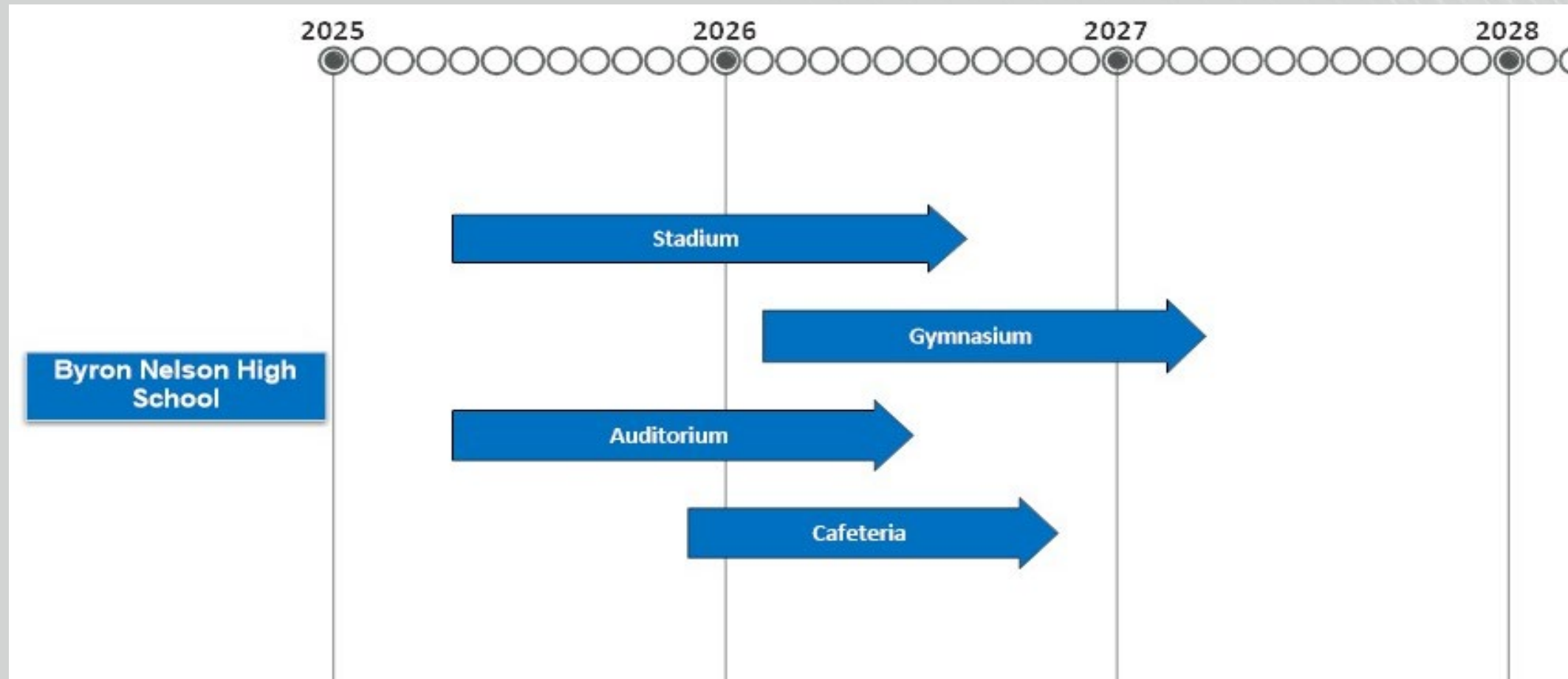
School Improvements

Medlin Middle School

- Furniture Replacement (Completed 2024)
- Medlin Tennis Courts (Completed 2023)
- Carpet & LTV Replacement (Completed 2022)
- Fine Arts Addition & Renovations (Completed 2022)



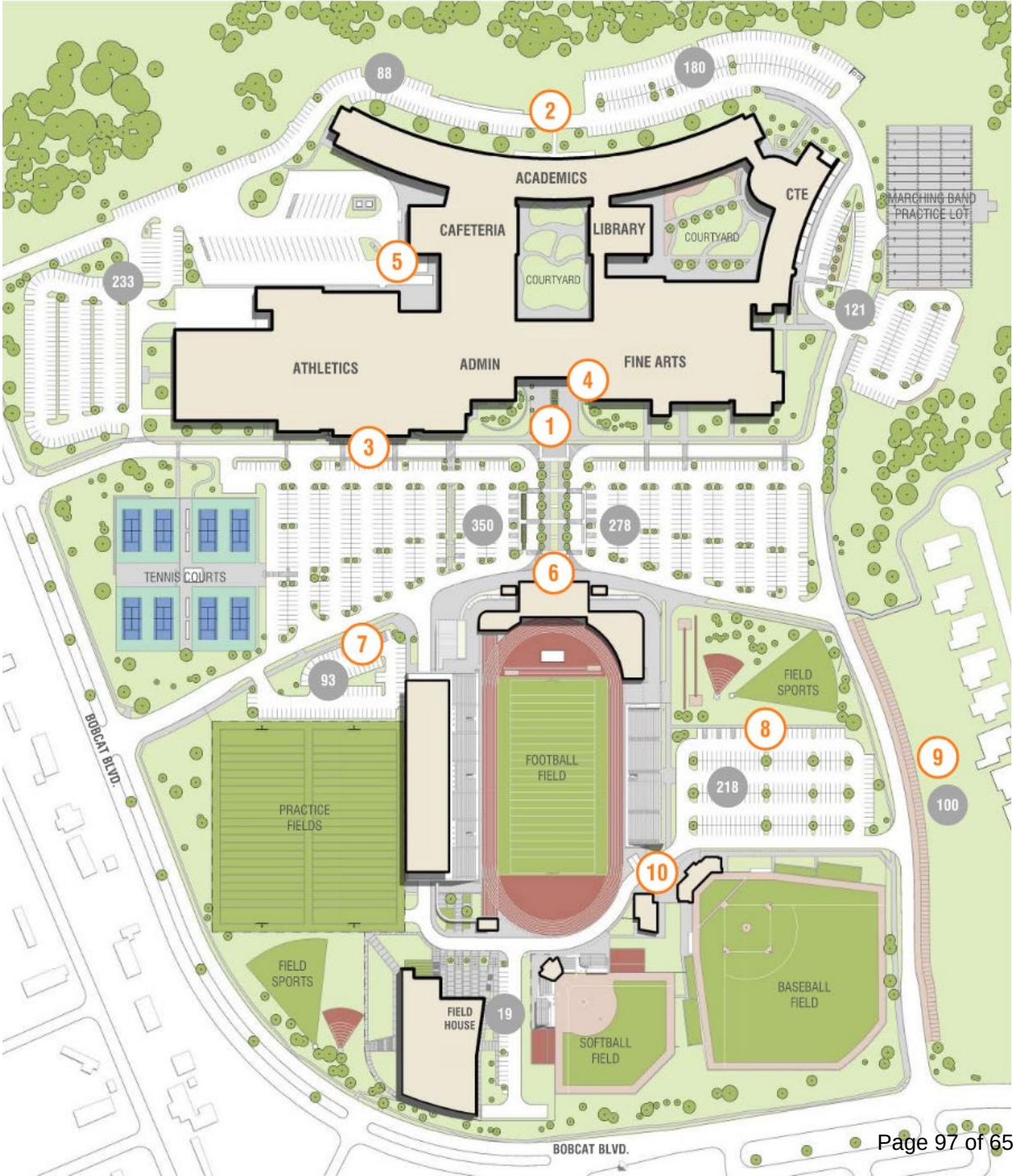
Byron Nelson High School Project Schedule





Byron Nelson High School

- 1 MAIN ENTRY
- 2 SECONDARY ENTRY
- 3 ARENA ENTRY & ADDITION
- 4 THEATER ENTRY & ADDITION
- 5 SERVICE AREA & CAFETERIA ADDITION
- 6 STADIUM ENTRY
- 7 STADIUM VIP PARKING
- 8 RELOCATED FIELD EVENTS & PARKING
- 9 GOLF CART PARKING
- 10 BASEBALL/ SOFTBALL ENTRY & IMPROVEMENTS



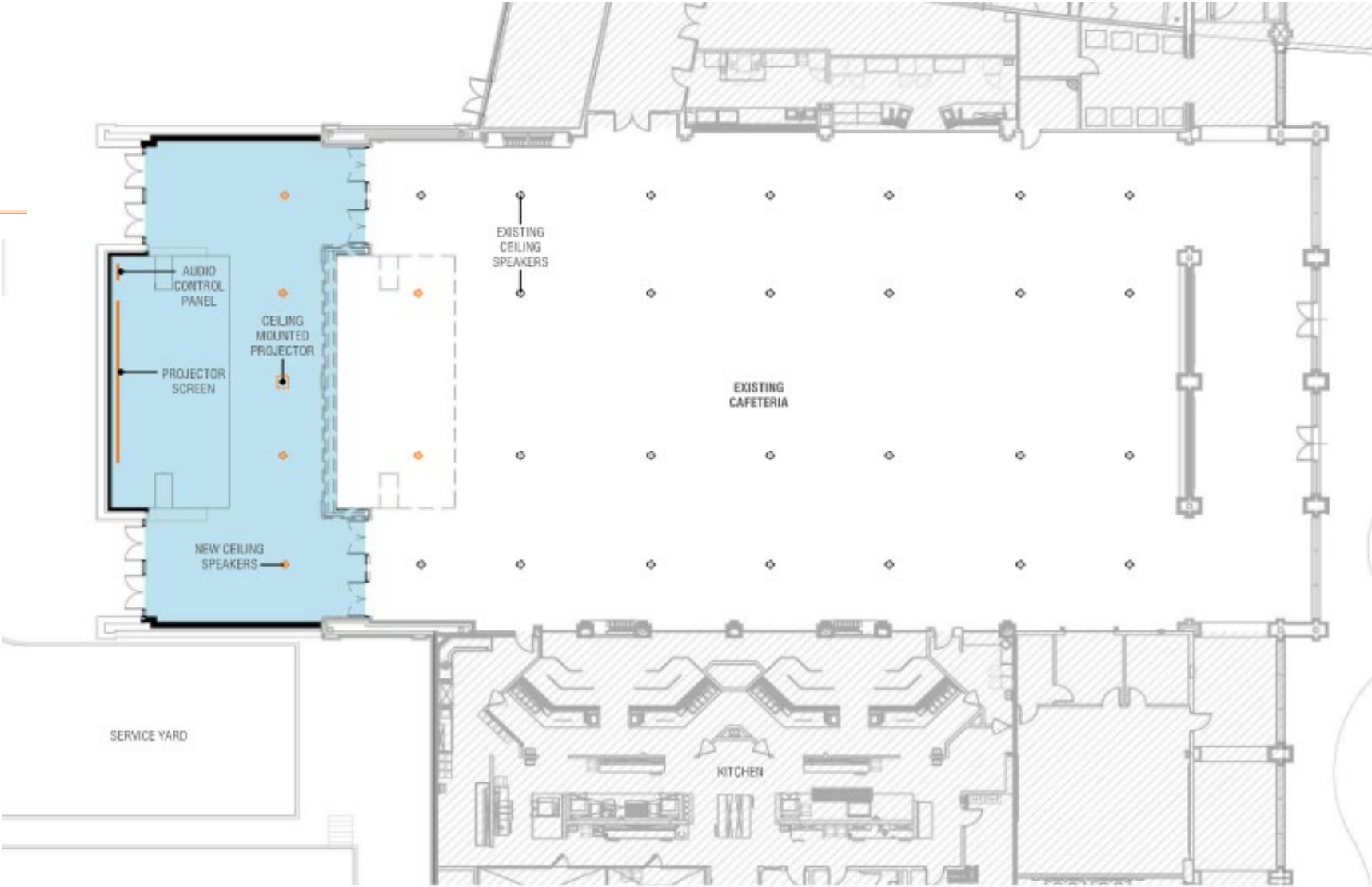
Byron Nelson High School

Cafeteria Expansion



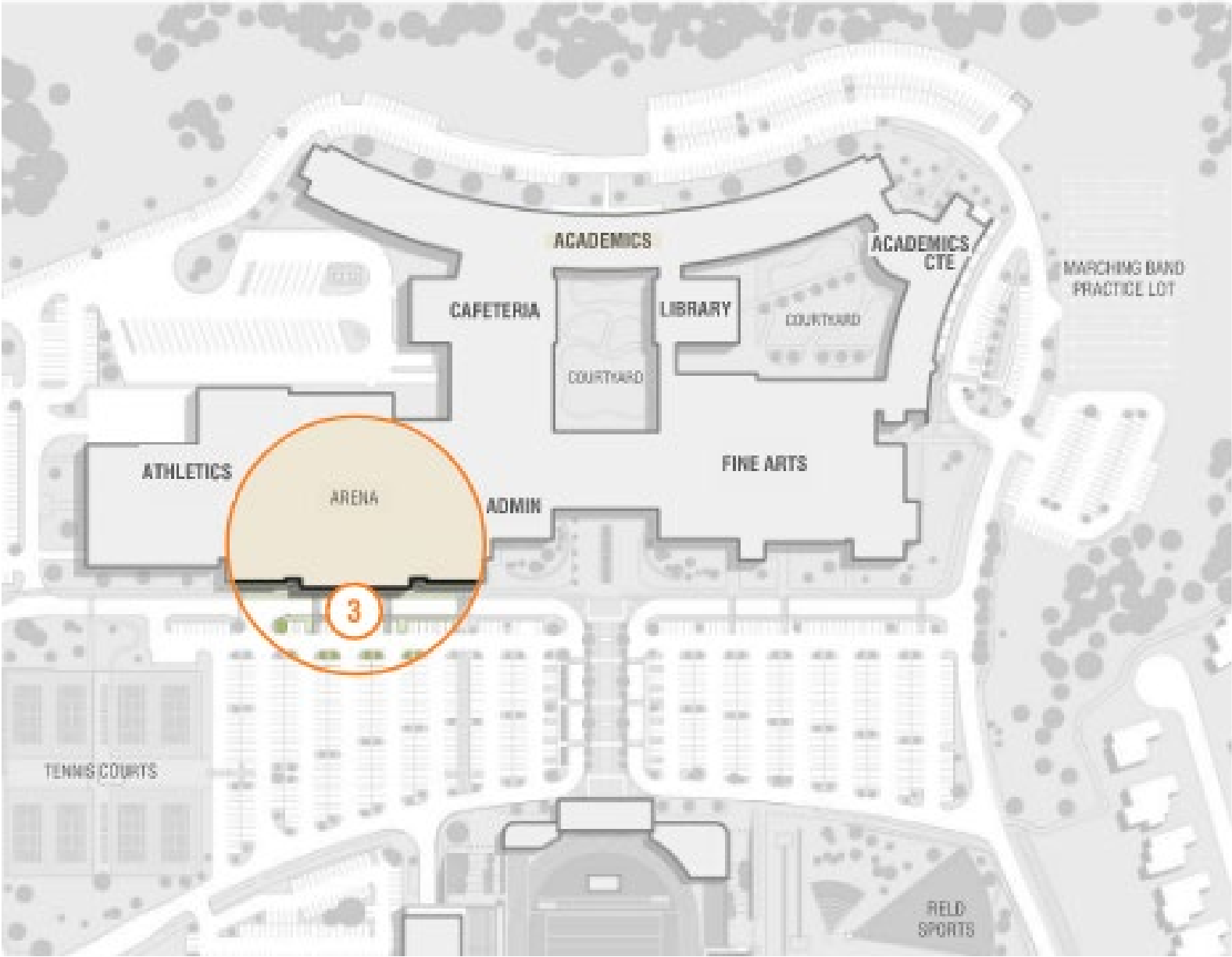
Byron Nelson High School

Cafeteria Expansion



Byron Nelson High School

Arena Expansion

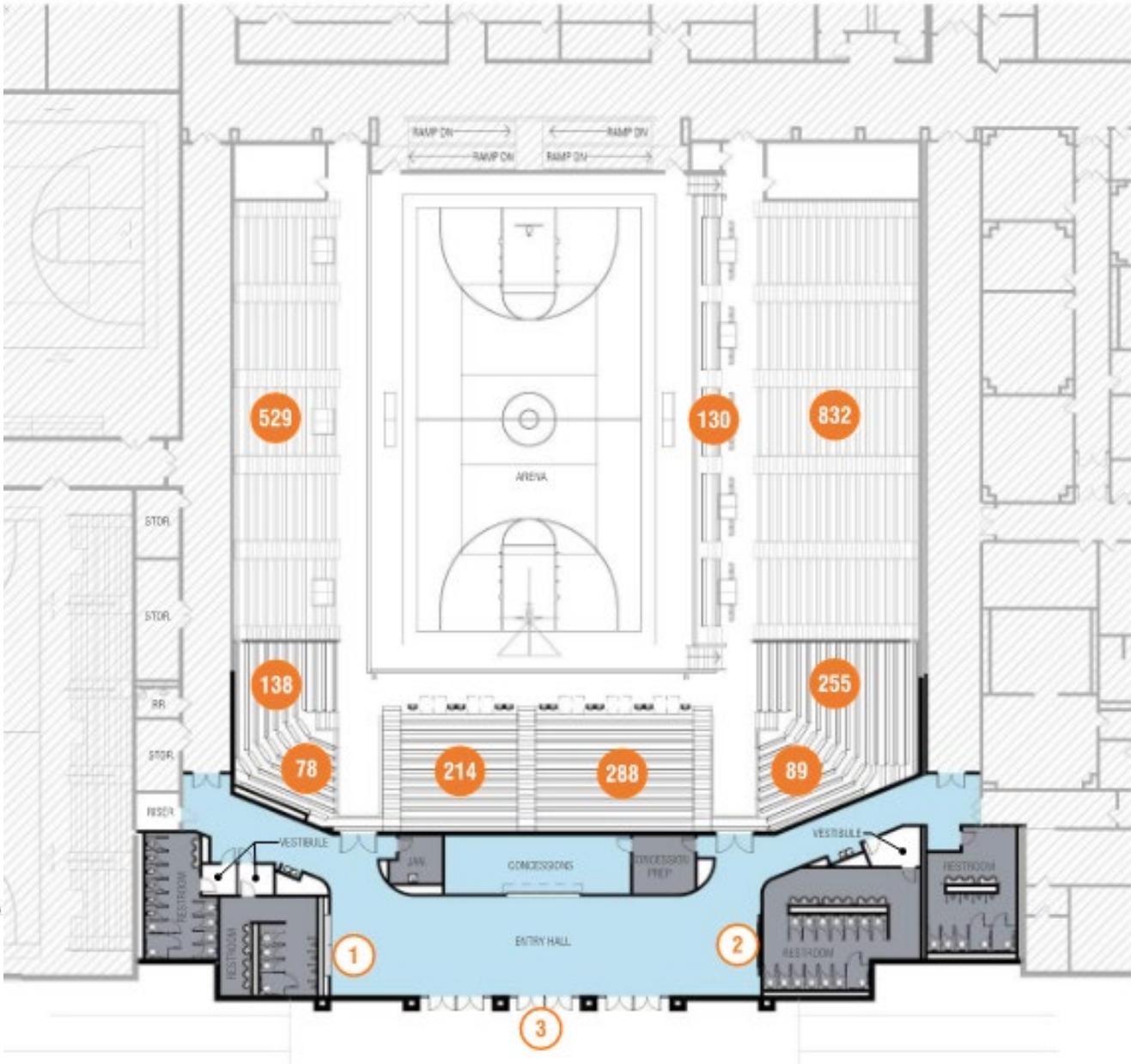
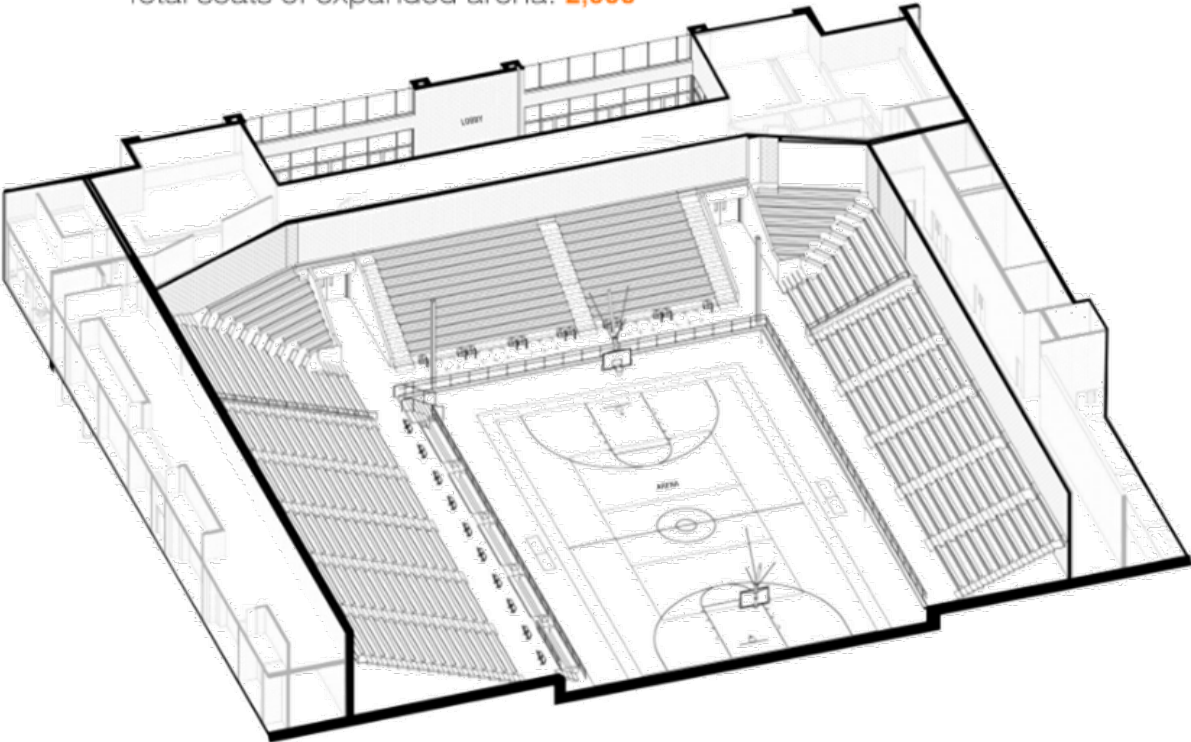


Byron Nelson High School

Arena Floor Plan

- ① Recessed trophy case.
- ② Digital Wall of Fame display
- ③ Ticket table

Seats added: **1,062**
Total seats of expanded arena: **2,553**



Byron Nelson High School



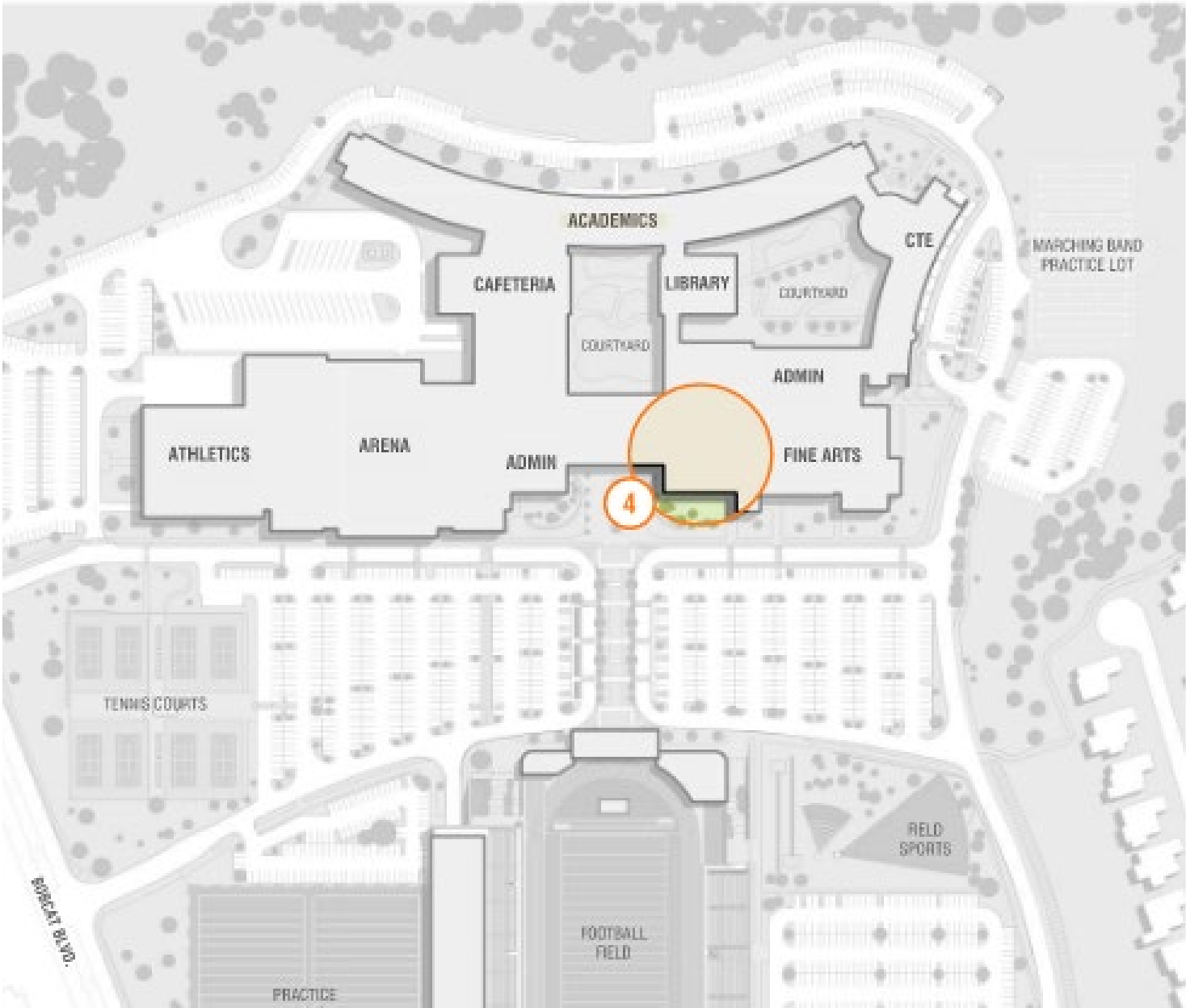
Byron Nelson High School



Byron Nelson High School

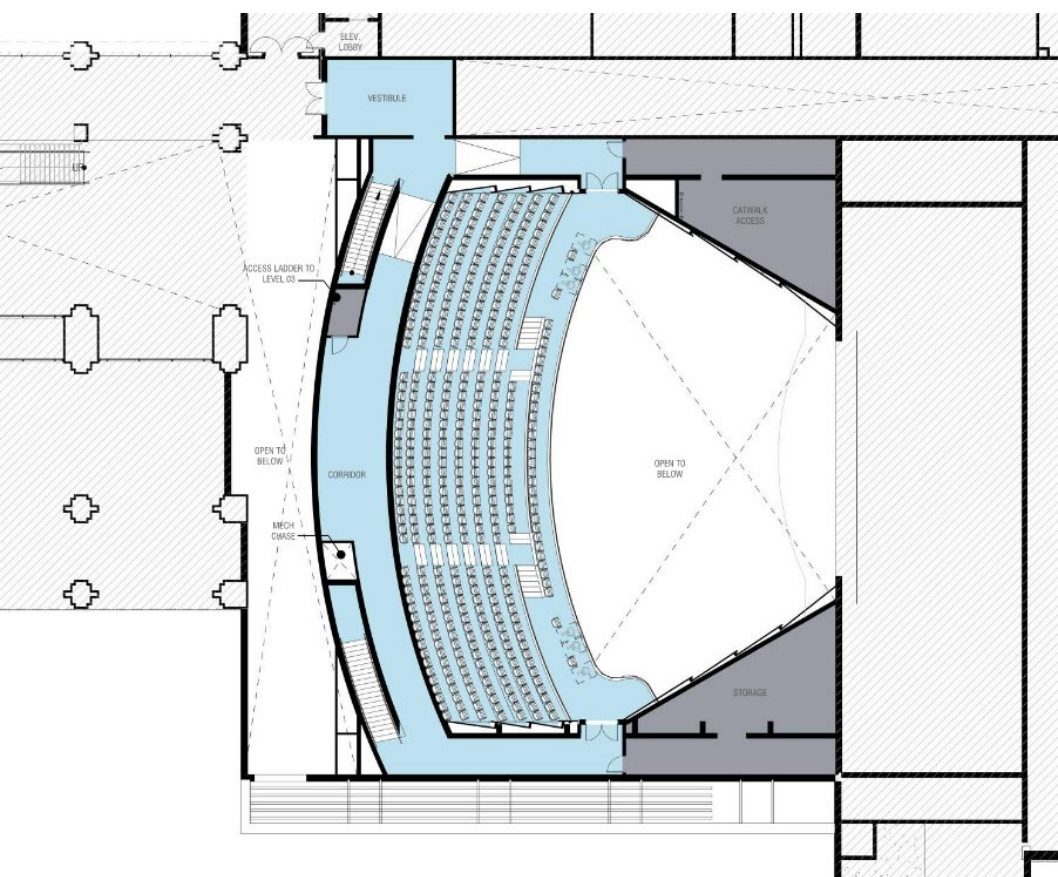
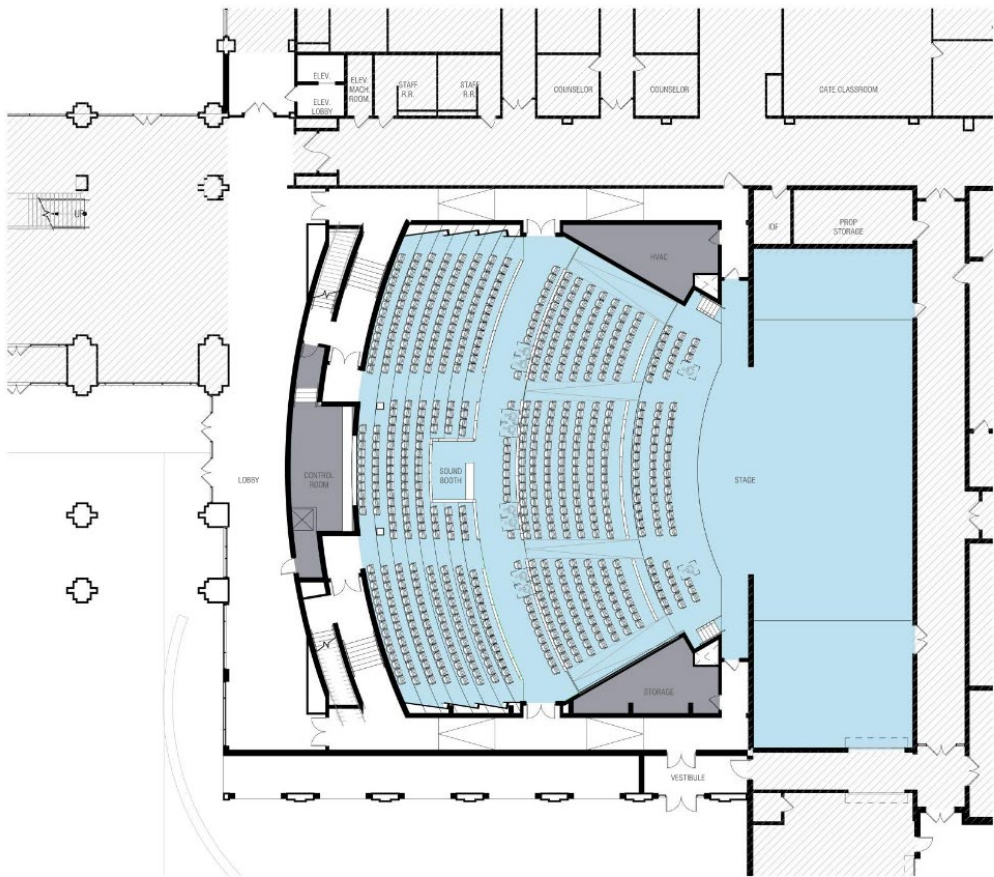
Auditorium Expansion

- ① The auditorium expansion adds a mezzanine to existing structure, 2 additional stairs, and raises the roof at lobby to align with existing.
- ② Seats added: **420**
Total seats of expanded auditorium: **1,192**



Byron Nelson High School

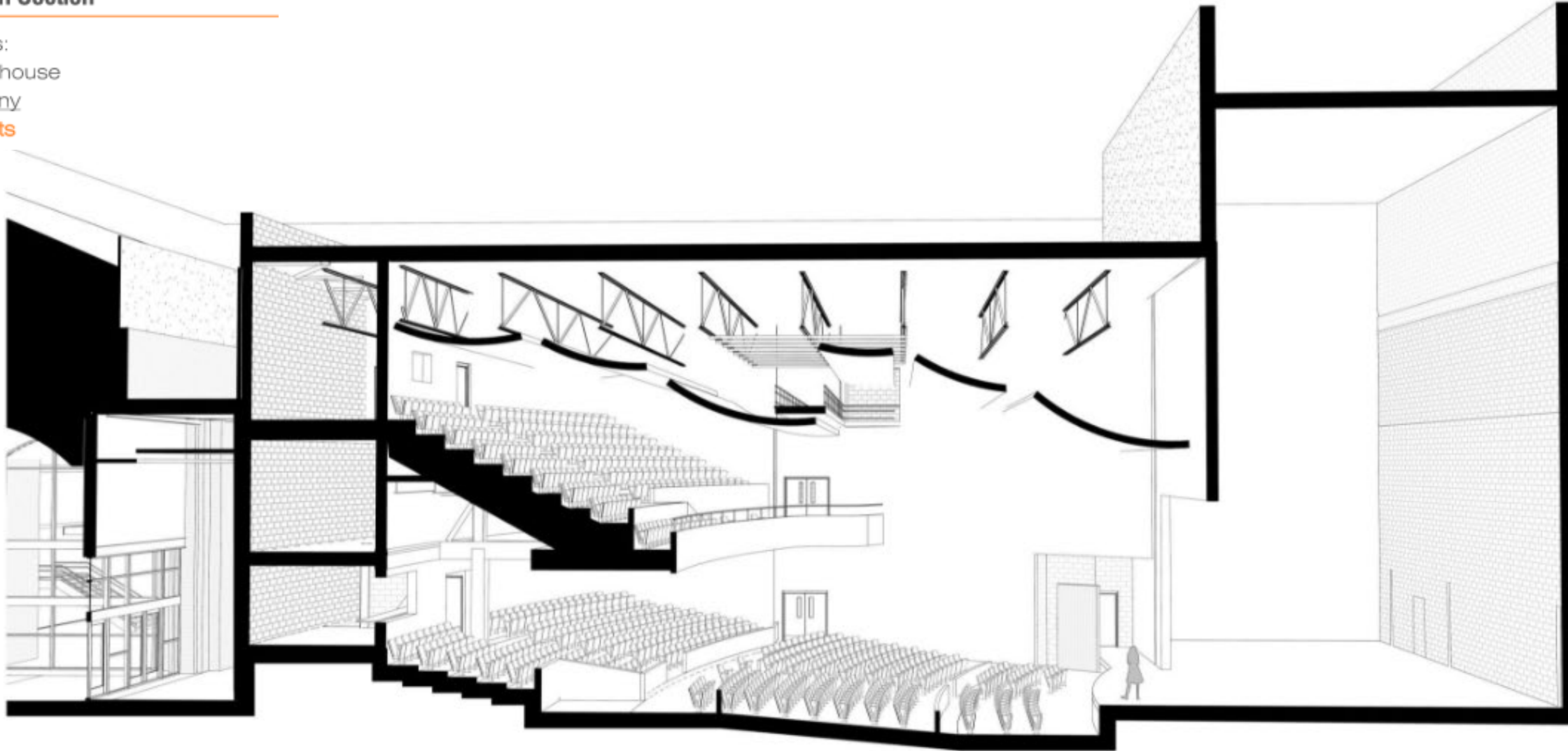
Auditorium Floor Plan



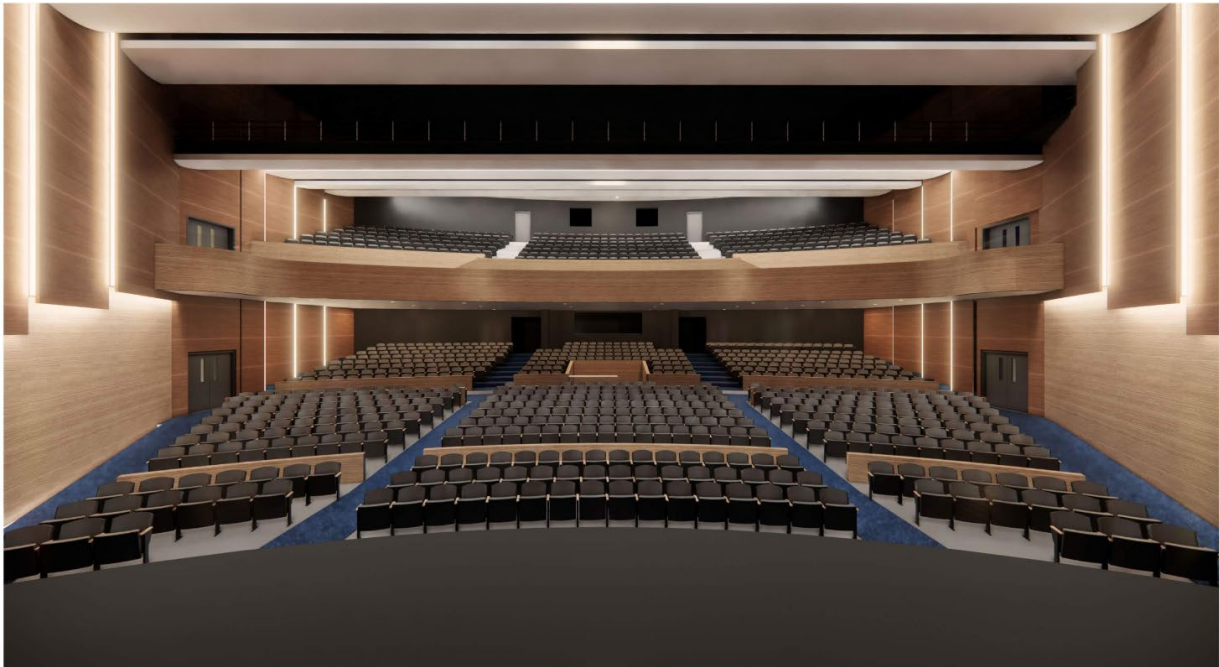
Byron Nelson High School

Auditorium Section

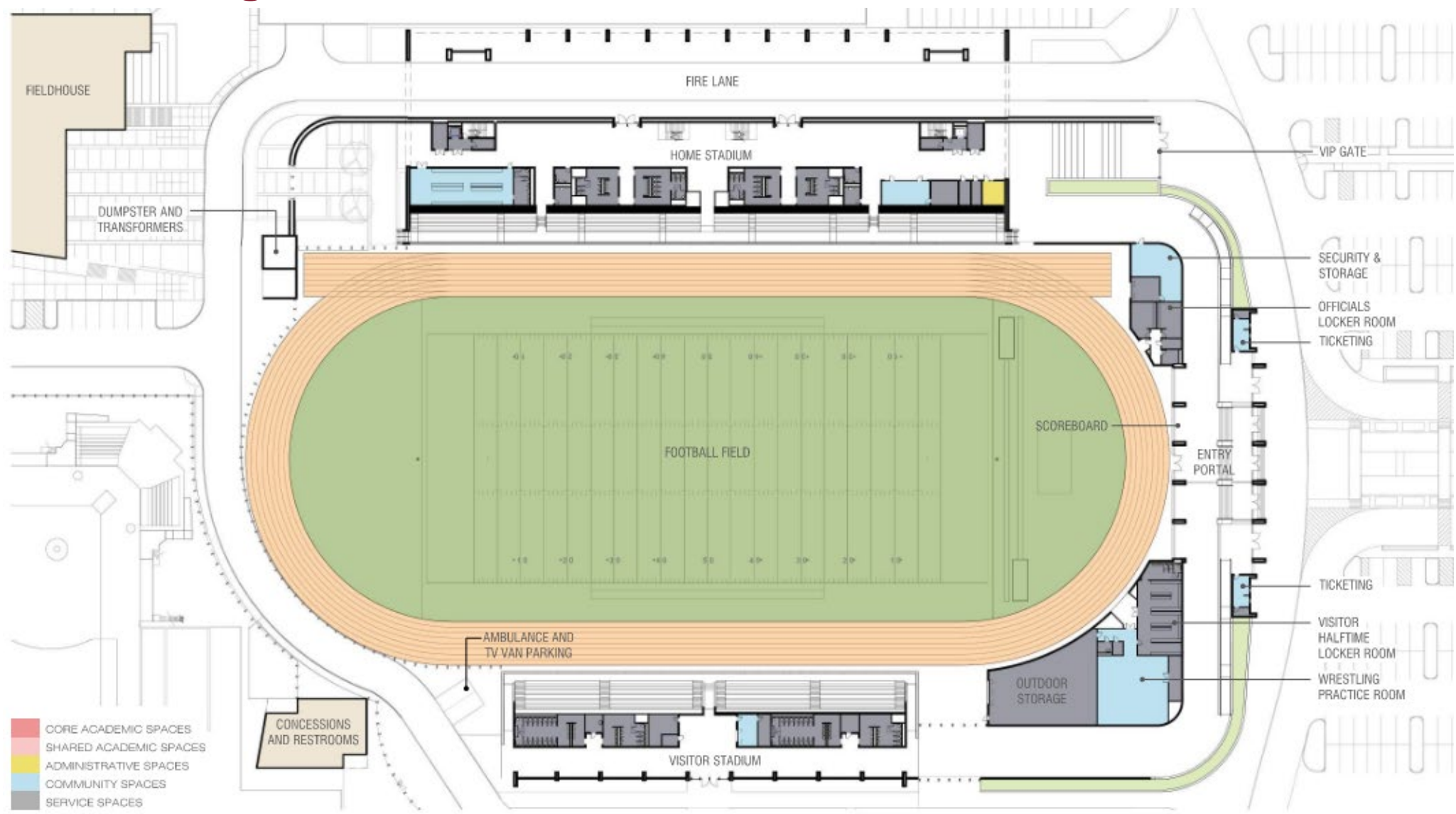
Total seats:
772 main house
420 balcony
1,192 seats



Byron Nelson High School

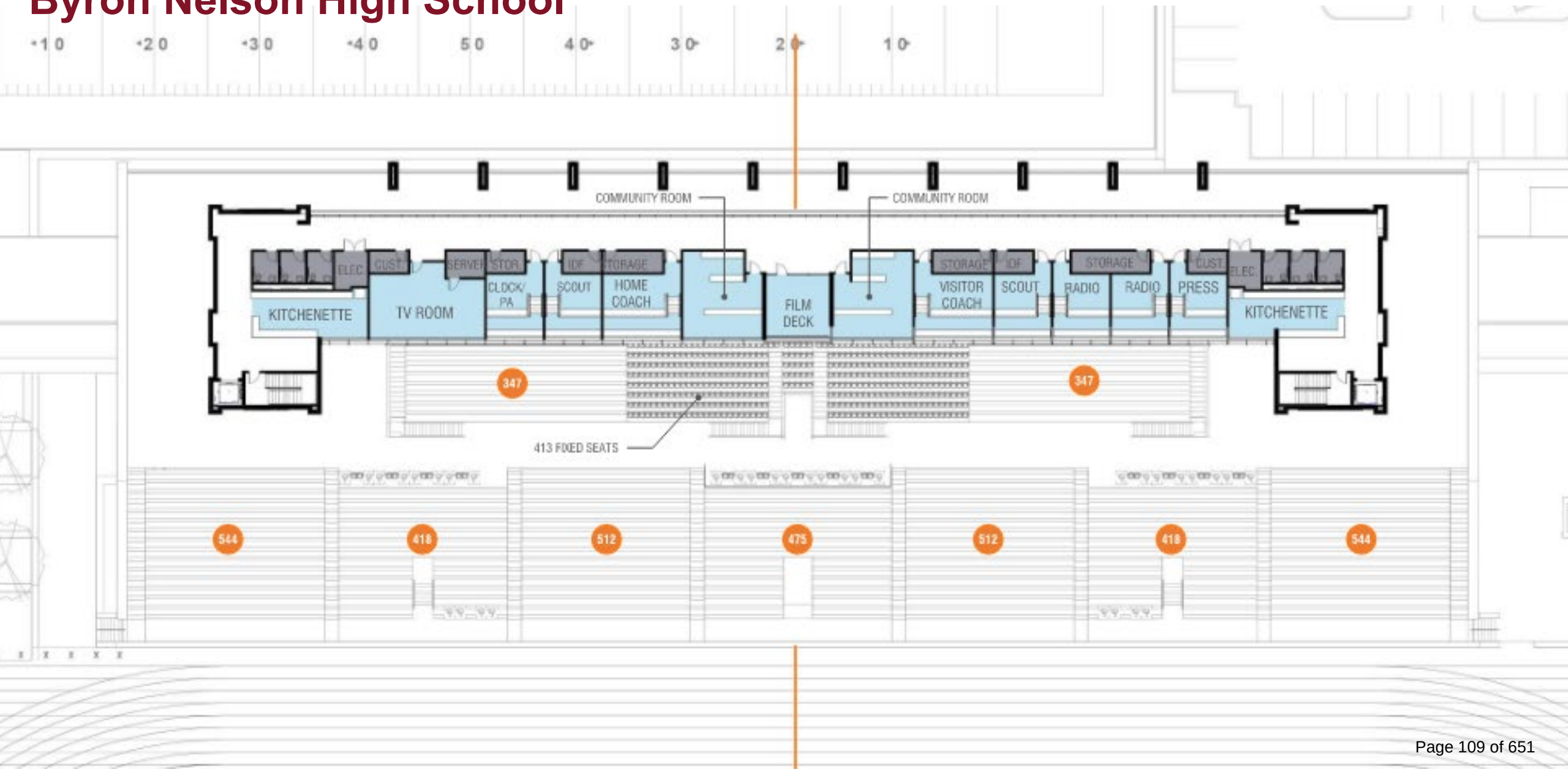


Byron Nelson High School

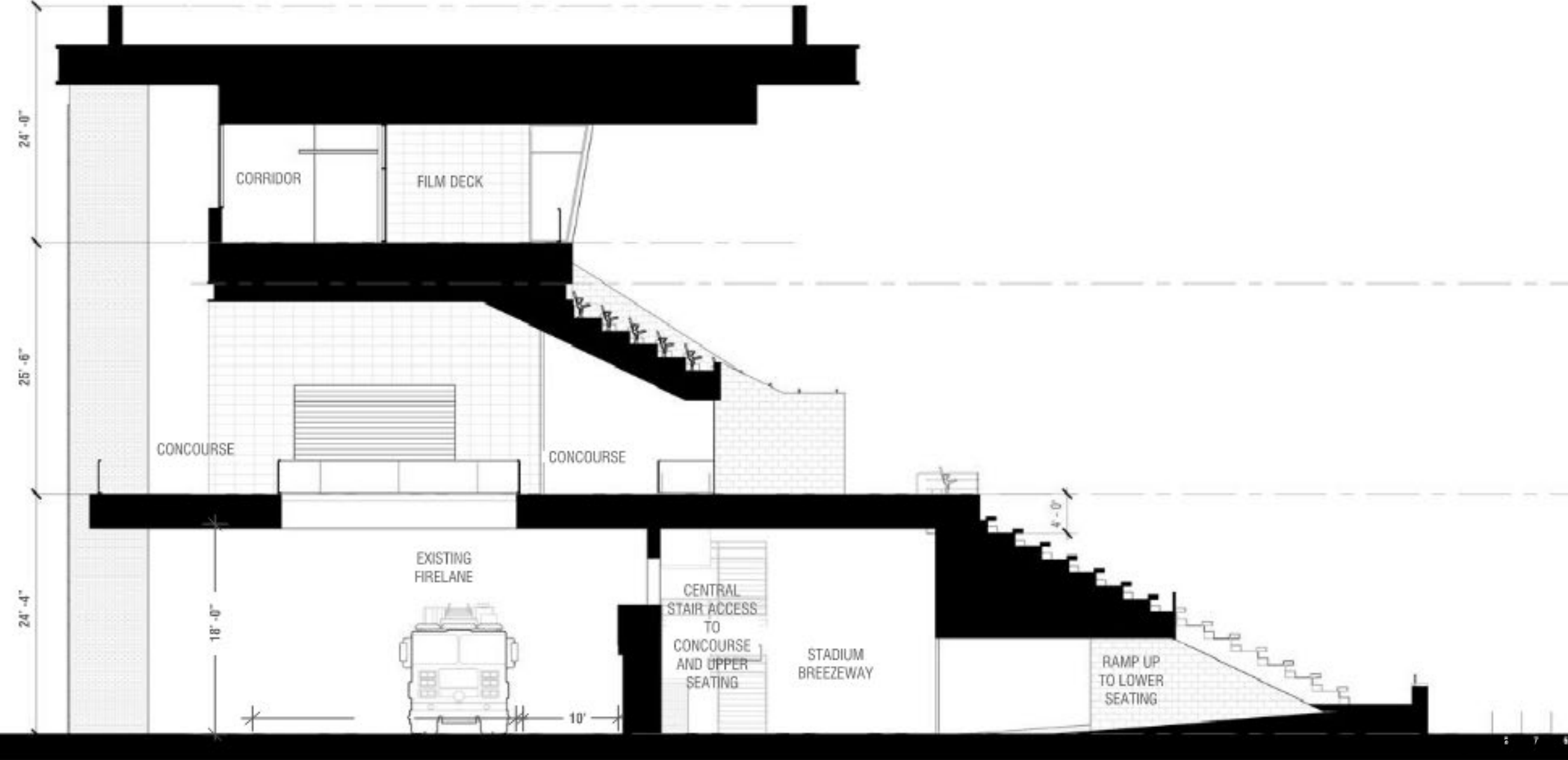


overall ground level plan

Byron Nelson High School



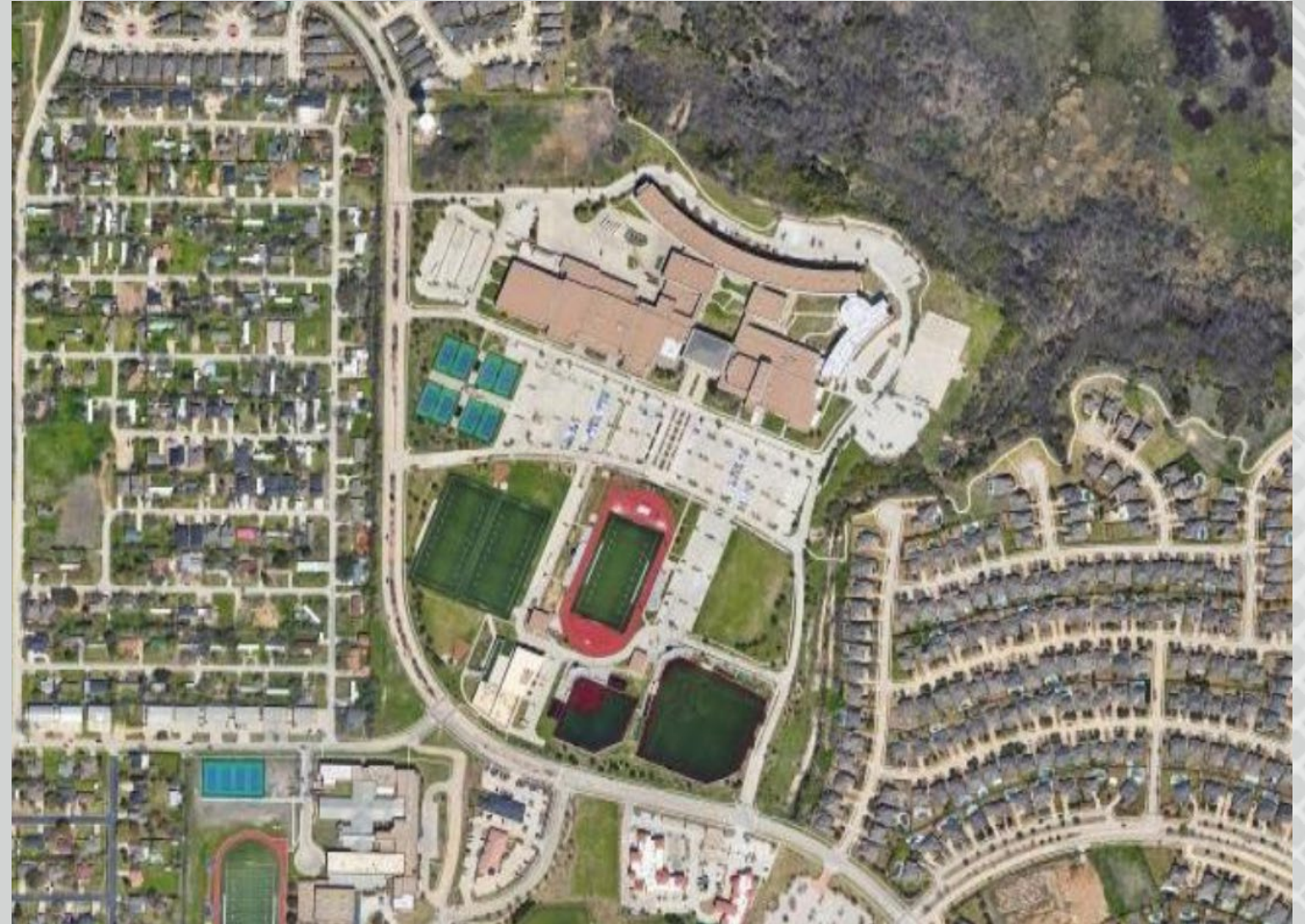
Byron Nelson High School







Stadium Traffic Flow

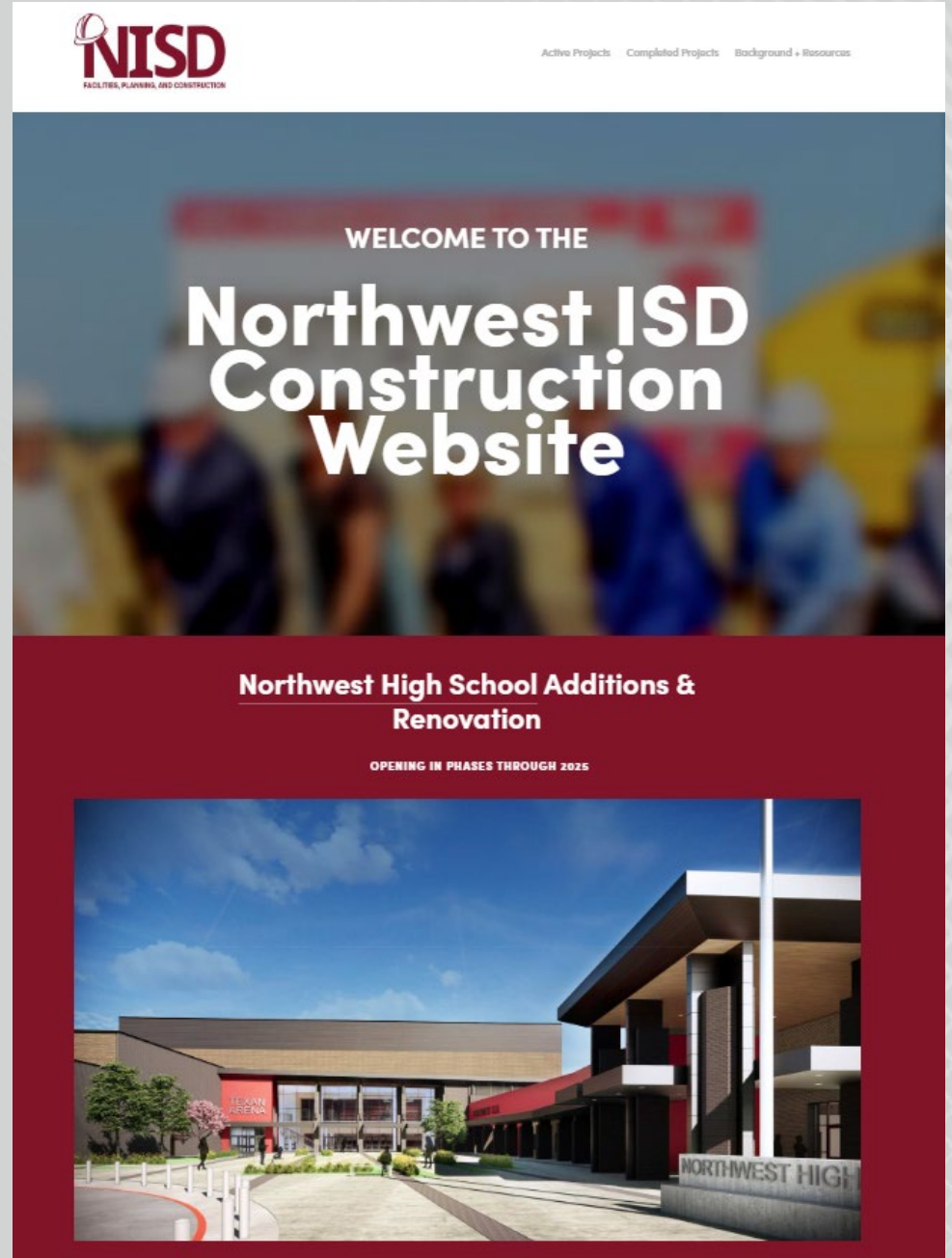


Northwest ISD Construction Website

Visit

NISDtxconstruction.org

for updated information on active
and planned projects.



VATRE²⁰₂₄

VOTER-APPROVAL



TAX RATE ELECTION

A Statewide School Funding Crunch

- **Fox 4:** Texas school districts making cuts after state fails to pass funding increase
- **Houston Public Media:** Amid a lack of state funding, challenges lie ahead for Houston-area school districts in multi-million dollar budget deficits
- **KERA:** North Texas school districts face millions in budget cuts, closures & layoffs to fend off deficits
- **KXAN:** 'At what cost?': Many Central Texas districts make cuts as they face million-dollar deficits
- **WFAA:** North Texas school districts are stretching financially for the 2024–25 school year

What is a VATRE?

State law requires a school district to pass a **Voter-Approval Tax Rate Election** to increase the maintenance and operations tax rate above a prescribed amount set by the state. It is the **only local option to increase M&O tax revenue**.

This funding is used for **daily operations**, such as **student programs and staff salaries**. Conversely, a bond election is used for capital projects such as school buildings.



OUR PRIORITIES

Maintain Student Programs, High-Quality Staff



Continue to offer award-winning career training programs while protecting overall student opportunities and class-size ratios.



Focus on increasing teacher and staff salaries to remain competitive for retaining and recruiting high-quality educators and support.

OUR PRIORITIES

How Northwest ISD Budgets



Payroll

>80% of budget



Contracted Services

11% of budget



Supplies & Materials

5% of budget



Capital Outlay

<1% of budget



Other Operations

4% of budget

Teachers to Total Staff

Northwest ISD

59.6%

Keller ISD

56.9%

Eagle Mountain-Saginaw ISD

53.4%

State Average

48.7%

Strategies to Balance Budget

- Freeze **all administration hiring**, then **all other hiring**
- Pause teacher and support staff **raises**
- Increase **class-size ratios** across all levels and **caseloads** for support staff
- Reevaluate, modify or eliminate ratios for **enrollment-based staffing matrix**
- Analyze, eliminate **low-enrollment programs, classes**
- Implement fees in **non-core programs and activities**
- Modify **busing qualification** criteria
- Reduce **athletics and fine arts** opportunities and events



Proposal & Tax Rate Information

If approved by voters, the M&O tax rate would increase by **3 cents** – the equivalent of **\$120 annually on a \$500,000 home** with homestead exemption. The I&S rate would remain unchanged.



Maintenance & Operations

Salaries, Utilities, Supplies, etc.

Similar to: Groceries, utilities, services, etc.

Current Rate: \$0.6669
Proposed Rate: \$0.6969



Interest & Sinking

Buildings, Renovations, Land, etc.

Similar to: Mortgage, car payments, etc.

Current Rate: \$0.421
Proposed Rate: Unchanged

2024–2025 Tax Rate Explanation

M&O (Maintenance & Operations) Used for Daily Operations	I&S (Interest & Sinking) Used Only for Debt	TOTAL
$\underline{\$0.6969}$	$+$ $\underline{\$0.4210}$	$=$ $\underline{\$1.1179}$ <i>per \$100 of property value</i>

Average Home Value:
\$500,000
Homestead Exemption:
 (-\$100,000)
Taxable Value:
 \$400,000

Current Tax Rate:
 $((\$400,000 \times \$1.0879) \div 100) = \$4,351.60$
VATRE Rate:
 $((\$400,000 \times \$1.1179) \div 100) = \$4,471.60$
Difference:
 \$120 annually

What is Recapture?

Public school finances are a balancing act. As **local revenue increases, the state decreases the funding it provides to the school district**. When the state determines there is more local revenue than needed, it will ask the district to pay “recapture,” sometimes referred to as “Robin Hood.”



Golden Pennies & Why They Matter

The 2024 VATRE proposes an **increase of 3 cents on the M&O tax rate**. All three cents in the proposal would be classified as “golden pennies.”

Golden pennies mean **all funding remains within the district** and is not subject to recapture payments sent back to the state budget.



Recapture annually takes billions of local tax dollars and redistributes them.

Golden pennies are exempt from recapture – funds they generate stay local.

How Will This Affect Me?

Calculate how a successful VATRE would affect your annual property tax payment at www.nisdtx.org/vatre. Most homeowners in Northwest ISD will see an increase of around \$120 for the year, or \$10 per month.

Your Home's Taxable Value*



* This calculator operates on the assumption that a homestead exemption has been filed, resulting in your home's valuation decreasing by \$100,000. If you do not have a homestead exemption on file, add \$100,000 to the amount you are inputting.

Annual Increase ⓘ

\$ 120.06

Area M&O Tax Rates

If approved by voters, Northwest ISD's new M&O tax rate would be \$0.6969 per \$100 of taxable property, which would still rank near the lowest in the area.

Ranking with additional 3 cents from VATRE passage



Fort Worth ISD	\$0.7904
Birdville ISD	\$0.7892
Ponder ISD	\$0.7892
Keller ISD	\$0.7575
Azle ISD	\$0.751
Eagle Mountain-Saginaw ISD	\$0.7492
Lewisville ISD	\$0.7492
Grapevine-Colleyville ISD	\$0.7290
Argyle ISD	\$0.7122
Denton ISD	\$0.6792
Carroll ISD	\$0.6725
Boyd ISD	\$0.6692
Decatur ISD	\$0.6692
Northwest ISD	\$0.6692

Tax rates from 2023-2024 are listed in the table because of varying timelines to ratify tax rates.

Ballot Language: Proposition A

FOR	
AGAINST	

Ratifying the ad valorem tax rate of \$1.1179 per \$100 valuation in Northwest Independent School District for the current year, a rate that will result in an increase of 4.29 percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional \$13,849,486.



Questions?

www.nisdtx.org/vatre





TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the September 23, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a work session and regular meeting on September 23, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: There is no financial impact associated with this agenda item.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Meeting Minutes

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the September 23, 2024, Town Council work session and regular meeting minutes.

Town of Trophy Club Town Council Meeting Minutes
September 23, 2024, 6:00 p.m., Work Session Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

Mayor Tiffany called the work session to order at 6:00 p.m.

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Rhylan Rowe, Council Member Place 4 (arrived at 6:03 p.m.)
LuAnne Oldham, Council Member Place 5

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Jason Wise, Fire Chief
Patrick Arata, Chief of Police
April Duvall, Director of Finance
Matt Cox, Director of Community Development
Denise Deprato, Director of Human Resources
Chase Ellis, Director of Parks and Recreation
Jill Lind, Director of Communications and Marketing
Tamara Smith, Assistant to the Town Manager

WORK SESSION ITEM

1. Presentation and discussion of survey results from the Bobcat Boulevard Traffic Survey as well as proposed traffic solutions. (Brandon Wright, Town Manager)

Town Manager Wright presented the results of the Bobcat Boulevard Traffic Survey and proposed traffic solutions to the Town Council. The survey gathered community feedback on various traffic concerns, particularly around school hours. Key findings included strong community opposition to installing traffic signals and a preference for roundabouts, particularly at Marshall Creek and Bobcat. He also outlined proposed solutions, including the addition of crossing guards, enhanced signage, and infrastructure improvements.

The Town Council directed staff to prioritize hiring and placement of crossing guards at key locations, and provide a timeline for implementation; review addition of signage along Bobcat Boulevard to enhance driver awareness and safety in school zones; Engage an engineering firm to develop initial design plans based on Lee

Engineering's recommendations; and ensure the engineering firm collaborates with the NISD engineering team to coordinate with the development of the stadium at Byron Nelson High School to coordinate traffic solutions effectively.

ADJOURN WORK SESSION

Mayor Tiffany adjourned the work session to order at 7:12 p.m.

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:17 p.m.

INVOCATION

Rev. Bill Eason, Fellowship United Methodist Church, delivered the invocation.

PLEDGES

Council Member Beach led the Pledge of Allegiance to the American and Texas Flags.

PUBLIC COMMENTS

There was none.

COMMUNITY SPOTLIGHT

2. Trophy Club Tritons Swim Team

Coach Kim Lewis of the Trophy Club Tritons Swim Team shared the team's remarkable season, recent successes, and the hard work and dedication that led to their achievements. She highlighted the team's positive impact on the community, fostering youth development, fitness, and teamwork, which have become a source of community pride. Coach Lewis also expressed appreciation for the town's support and use of its facilities, and looks forward to continued collaboration in the future

Mayor Tiffany recognized Scout Troop 3286 who were in attendance to earn their Citizenship in the Community Merit Badge.

3. Working for You . . . Trophy Club

a) Update from Town Council Members

Council Member Oldham reported on attending the Metroport Lonestar Legislative Report meeting on September 13 at Texas Motor Speedway which featured presentations by Denton County Commissioner Andy Eads, Senator Kelly Hancock, Representatives Giovanni Capriglione and Ben Bumgarner, and others. Trophy Club officials remain

engaged with regional and state partners to advocate for legislative actions supporting the Town's community development.

Mayor Pro Tem Flynn expressed gratitude to Police Chief Arata and Fire Chief Wise for their ongoing commitment to the safety of Trophy Club. He commended their leadership and dedication, highlighting their consistent presence and efforts in ensuring the community remains safe for all residents.

Mayor Tiffany reported on her meeting with the Mayor and Town Manager of Westlake, discussing potential collaboration and partnership opportunities between the two communities. She also represented Trophy Club at a Tarrant County Mayors' event, where she highlighted the Town's progress and strengthened relationships with neighboring municipalities.

b) Update from Town Manager

Town Manager Wright provided the upcoming events and meetings:

- The Citizen Academy begins on September 30, 2024, offering residents an opportunity to learn about the operations of the police and fire departments.
- National Night Out will take place on October 1, 2024, encouraging neighborhoods to participate in the annual crime prevention event.
- The Fright Lights contest will run from October 1 to October 28, 2024, with residents creating Halloween-themed yard displays.
- Pet Fest is scheduled for October 5, 2024, celebrating pets with vendors and activities.
- Upcoming Boards and Commissions Meetings and Events
 - October 1, Arts and Culture Ad Hoc Committee
 - October 2, Animal Shelter Advisory Board, 6:00 p.m.
 - October 3, Planning and Zoning Commission

c) Quick Civic Tip

Town Attorney Roggia provided an overview on the budget amendment process. Budget amendments allow the Town Council to make necessary changes to the adopted budget when unexpected expenditures arise, such as emergencies or special projects. After the budget is initially approved through public hearings and ordinances, amendments can be made as outlined in state law (Chapter 102 of the Local Government Code) and the Town Charter (Section 9.13), ensuring funds are appropriately allocated.

CONSENT AGENDA

4. Consider approval of the August 26, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

5. Consider approval of the September 9, 2024, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)
6. Consider an ordinance accepting and approving an update of the Service and Assessment Plan and an updated Assessment Roll for the Town of Trophy Club Public Improvement District No. 1 ("PID) in compliance with Chapter 372 (Authorized Improvements Assessment). (April Duvall, Director of Finance). The caption of the ordinance reads as follows:

ORDINANCE NO. 2024-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, ACCEPTING AND APPROVING AN UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE TOWN OF TROPHY CLUB PUBLIC IMPROVEMENT DISTRICT NO. 1 ("PID") IN COMPLIANCE WITH CHAPTER 372 (AUTHORIZED IMPROVEMENT ASSESSMENT); MAKING AND ADOPTING FINDINGS; PROVIDING FOR THE INCORPORATION OF FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE PID ATTACHED AS EXHIBIT "A" HERETO; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

7. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Tyler Technologies for permitting software updates to Energov in the amount of \$47,000. (Matt Cox, Director of Community Development)
8. Consider an ordinance amending the Fiscal Year 2024 Budget to allocate funding for a permitting software upgrade for the Community Development Department. (April Duvall, Director of Finance) The caption of the ordinance reads as follows:

ORDINANCE NO. 2024-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING THE TOWN'S ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, AS ADOPTED BY ORDINANCE NO. 2023-15, AND AMENDED BY ORDINANCE NO. 2024-11, ORDINANCE NO. 2024-13 AND ORDINANCE NO. 2024-20, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE ANNUAL BUDGET, AS AMENDED; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

9. Consider approval of the 2025 Town Council Meeting Calendar. (Tammy Dixon, Town Secretary)

Council Member Beach moved to approve Consent Items 4-9. Council Member Oldham seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe, Oldham

NAYES: None

VOTE: 7-0

PUBLIC HEARINGS

10. Conduct a public hearing and consider an ordinance accepting and approving a service and assessment plan for authorized services (Emergency Services) and an assessment roll for the Town of Trophy Club Public Improvement District No. 1 (The Highlands at Trophy Club); making a finding of special benefit of the property in the district; levying special assessments against property with the district; providing for payment of the assessments in accordance with Chapter 372, Texas Local Government Code. (April Duvall, Director of Finance)

Mayor Tiffany opened the public hearing at 7:41 p.m.

Ms. Duvall presented the annual Service Plan update for Public Improvement District (PID) #1 and Emergency Services District. Mr. Jonathan Saba, representing the PID administrator David Taussig & Associates, was available to answer any questions.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:41 p.m.

Council Member Beach moved to approve Ordinance No. 2024-25 accepting and approving a service and assessment plan for authorized services (Emergency Services) and an assessment roll for the Town of Trophy Club Public Improvement District No. 1 (The Highlands at Trophy Club); making a finding of special benefit of the property in the district; levying special assessments against property with the district; providing for payment of the assessments in accordance with Chapter 372, Texas Local Government Code. Council Member Bauer seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2024-25

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN FOR AUTHORIZED SERVICES (EMERGENCY SERVICES) AND AN ASSESSMENT ROLL FOR THE TOWN OF TROPHY CLUB PUBLIC IMPROVEMENT DISTRICT NO. 1 (THE HIGHLANDS AT TROPHY CLUB); MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENT; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING A

CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe, Oldham

NAYES: None

VOTE: 7-0

11. Case SUP-24-003 (Pour Sports Alcohol Use) Conduct a public hearing and consider an ordinance granting a specific use permit for alcohol beverage sales on-premises consumption in conjunction with restaurant use at Pour Sports Restaurant located at 2230 SH 114 Suite 500, Trophy Club, Denton County, Texas. (Matt Cox, Director of Community Development)

Mayor Tiffany opened the public hearing at 7:42 p.m.

Mr. Cox presented the application noting it complies with town ordinances and TABC regulations, and the Chief of Police raised no objections. The Planning and Zoning Commission unanimously recommended approval, and staff also supports the request.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:44 p.m.

Council Member Rowe moved to approve Ordinance No. 2024-26 granting a specific use permit for alcohol beverage sales on-premises consumption in conjunction with restaurant use at Pour Sports Restaurant located at 2230 SH 114 Suite 500, Trophy Club, Denton County, Texas. Mayor Pro Tem Flynn seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2024-26

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS APPROVING A SPECIFIC USE PERMIT FOR ALCOHOLIC BEVERAGE SALES FOR ON-PREMISES CONSUMPTION IN CONJUNCTION WITH A RESTAURANT USE OPERATED BY POUR SPORTS RESTAURANT, 2230 E SH 114 #500 OF TC TOWN CENTER, WITHIN PD PLANNED DEVELOPMENT NO. 30; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING APPLICABLE REGULATIONS, DISCONTINUATION, & REVOCATION; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe, Oldham

NAYES: None

VOTE: 7-0

INDIVIDUAL ITEMS

12. Case ME-24-002 (Pour Sports Sign Meritorious Exception) Consider a meritorious exception to install a non-conforming sign at Pour Sports Restaurant, generally located at the northeast corner of SH 114 and Trophy Club Drive addressed as 2230 SH 114 Suite 500, Trophy Club, Denton County, Texas. (Matt Cox, Director of Community Development)

Mr. Cox presented the item for the meritorious exception for Pour Sports' new signs, which do not meet the PD-30 requirements. The Planning and Zoning Commission reviewed the application on September 5 and unanimously recommended approval.

Anthony Smith, the applicant, answered questions from the Town Council.

Council Member Sheridan moved to approve a meritorious exception to install a non-conforming sign at Pour Sports Restaurant, generally located at the northeast corner of SH 114 and Trophy Club Drive addressed as 2230 SH 114 Suite 500, Trophy Club, Denton County, Texas. Council Member Bauer seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe, Oldham

NAYES: None

VOTE: 7-0

13. Consider an ordinance of the Town Council amending Appendix A "Fee Schedule", Article A1.000, Section A1.014 "Water and Wastewater Fees for Public Improvement District No. 1" to establish fees and rates for water and sewer services to customers within the service area. (April Duvall, Director of Finance)

Ms. Duvall explained the Town received notice of a 2% water rate increase from Trophy Club Municipal Utility District No. 1, effective October 1, 2024. The increase is a pass-through from the City of Fort Worth and affects only the volumetric rates. She provided current and proposed rate details.

Council Member Beach moved to approve Ordinance No. 2024-27 amending Appendix A "Fee Schedule", Article A1.000, Section A1.014 "Water and Wastewater Fees for Public Improvement District No. 1" to establish fees and rates for water and sewer services to customers within the service area. Mayor Pro Tem Flynn seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2024-27

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING SUBSECTION (D)(2) “VOLUMETRIC RATES”, OF SECTION A1.014 “WATER AND WASTEWATER FEES FOR PUBLIC IMPROVEMENT DISTRICT NO. 1”, OF ARTICLE A1.000 “GENERAL PROVISIONS”, OF APPENDIX A “FEE SCHEDULE”, OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe, Oldham

NAYES: None

VOTE: 7-0

14. Consider a resolution appointing members to the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Economic Development Corporation Board, Ethics Review Commission, Parks and Recreation Board, Planning and Zoning Commission, and Zoning Board of Adjustment as recommended by the Town Council Appointments Committee. (Tammy Dixon, Town Secretary)

Mayor Tiffany praised the growing number of highly qualified applicants the Town received and noted the improvements in the selection process. She mentioned the process has become more professional and streamlined, improving communication with applicants.

Council Member Oldham echoed the mayor's comments, stating that it was difficult to choose from such excellent candidates. She emphasized the importance of bringing in new members while balancing experienced members.

Council Member Beach commented on the new application process, noting that it has been well streamlined and effective.

Council Member Oldham moved to approve Resolution 2024-18 appointing members to the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Economic Development Corporation Board, Ethics Review Commission, Parks and Recreation Board, Planning and Zoning Commission, and Zoning Board of Adjustment as recommended. Council Member Beach seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2024-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, PROVIDING FOR THE APPOINTMENT OF MEMBERS TO SERVE ON THE ANIMAL SHELTER ADVISORY BOARD; CRIME CONTROL AND PREVENTION DISTRICT BOARD; ECONOMIC DEVELOPMENT CORPORATION BOARD; ETHICS REVIEW COMMISSION; PARKS AND RECREATION BOARD; PLANNING AND ZONING COMMISSION; AND ZONING BOARD OF ADJUSTMENT; DESIGNATING TERMS OF SERVICE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe, Oldham

NAYES: None

VOTE: 7-0

EXECUTIVE SESSION/OPEN SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:59 p.m. and reconvened into Regular Session at 8:37 p.m. in accordance with the Texas Government Code regarding: Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: 1) Town Secretary.

No Action Taken.

ADJOURNMENT

Mayor Tiffany adjourned the Town Council meeting at 8:37 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Patrick Arata, Chief of Police

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Lake County Chevrolet for the purchase of one Chevrolet Silverado in the amount of \$48,521.20. (Patrick Arata, Chief of Police)

BACKGROUND/SUMMARY: In FY 2025, the Trophy Club Police Department will replace the patrol supervisor vehicle. The vehicle being replaced is 9 years old and experiences higher maintenance issues that impact the use of the vehicle for patrol purposes. The Police Department will replace this vehicle with a Chevrolet Silverado. The vehicle is critical to maintaining the department's fleet, ensuring supervisors can perform their duties effectively and safely carrying all the equipment they need. Replacing this aging supervisor police vehicle ensures fleet reliability, reduces maintenance costs, and enhances operational readiness. Newer models offer improved fuel efficiency, advanced technology, and lower environmental impact, ultimately supporting both officer safety and public trust.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: This vehicle is being purchased through the BuyBoard cooperative purchasing group. The purchase price for the Chevrolet Silverado is \$48,521.20, which is budgeted for in the Police Department Equipment Replacement Fund.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Vehicle Pricing Sheet

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase agreement with Lake County Chevrolet for the purchase of one Chevrolet Silverado in the amount of \$48,521.20.

End User:	<u>TOWN OF TROPHYCLUB POLICE DEPT</u>	Silsbee Rep:	<u>KEN DURBIN</u>
Contact:	<u>PATRICK ARATA MO #817-374-2338</u>	Phone/email:	<u>KDURBIN.COWBOYFLEET@GMA</u>
Phone/email:	<u>PARATA@TROPHYCLUB.ORG</u>	Date:	<u>Thursday, September 12, 2024</u>
Product Description:	<u>2024 FORD EXPLORER</u>		

A. Base Price:	\$ 25,633.00
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Code	Options	Bid Price	Code	Options	Bid Price
1	K8A UPGRADE AWD ECOBOOST ENG	\$ 6,885.00		BLACK EXT / GRAY INT	
1	CARGO DOME LIGHT R/W	\$ 47.00			
1	GRILL WIRING	\$ 47.00		UNITS IN STOCK AS OF 9-12-24	
1	REAR AIR CONDITIONING	\$ 573.00			
1	RR TAILLAMP HOUSING	\$ 58.00			
2	KEYLESS ENTRY 4 FOBS	\$ 319.60			
1	3.3L V-6 GAS ENGINE	\$ -			
1	FRONT HEADLIGHT HOUSING	\$ -			
1	REAR CAMERA	\$ -			

Total of B. Published Options:	\$ 7,929.60
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Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG.	\$ 125.00		
2024 MODEL & GPC CHANGE	\$ 8,845.00		
TINT WINDOWS LEGAL	\$ 299.00		

Total of C. Unpublished Options:	\$ 9,269.00
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N.	BUYBOARD Administrative Fee (\$400 per purchase order)	\$ 400.00
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O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 88,077.60



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Patrick Arata, Chief of Police

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Silsbee Ford for the purchase of two Ford Explorers for the Police Department in the amount of \$88,077.60. (Patrick Arata, Chief of Police)

BACKGROUND/SUMMARY: In FY 2025, the Trophy Club Police Department will replace two patrol police vehicles. The vehicles being replaced are seven years old and experience higher maintenance issues that impact the use of the vehicle for patrol purposes. The Police Department will purchase Ford Police AWD Explorers. These vehicles are critical to maintaining the department's fleet, ensuring officers can perform their duties effectively and safely. Replacing two aging police vehicles ensures fleet reliability, reduces maintenance costs, and enhances operational readiness. Newer models offer improved fuel efficiency, advanced technology, and lower environmental impact, ultimately supporting both officer safety and public trust.

BOARD REVIEW/CITIZEN FEEDBACK: The replacement of two police patrol vehicles from the Crime Control and Prevention District (CCPD) Budget was approved by the CCPD Board as part of the FY 2025 Budget.

FISCAL IMPACT: This vehicle is being purchased through the BuyBoard cooperative purchasing group. The purchase price for the two Ford Police Explorers is \$88,077.60, which is budgeted for in the Crime Control and Prevention District Budget.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Vehicle Pricing Sheet

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase agreement with Silsbee Ford for the purchase of two Ford Explorers for the Police Department in the amount of \$88,077.60.



PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2024

Department Police

Vendor (Name & Address)

Silsbee Ford & Silsbee Toyota
1211 U.S. Hwy 96 N
Silsbee, TX 77656 Ken Durbin 409-284-1009

Delivery Address

1 Trophy Wood Drive
Trophy Club, TX 76262

Project#

Account Number	Description	Quantity	Unit Amount	Total Amount
04-251-83700	Two Ford Police Explorers	2	43,838.80	\$ 87,677.60
04-251-83700	Buyboard Fee	1	400.00	\$ 400.00
	Approved by Council and the CCPD Board.			
Co-op info Buyboard #601-19				
			Total	\$ 88,077.60

Budgeted? (Must Circle One) Yes or No

Comments: _____

Department Requestor: _____

Department Approval: _____

Finance: _____

Town Manager: _____



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Patrick Arata, Chief of Police

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Motorola Solutions for the supply of police body and vehicle camera video storage, as well as online training services, in the amount of \$29,321.10. (Patrick Arata, Chief of Police)

BACKGROUND/SUMMARY: The Trophy Club Police Department utilizes Motorola Solutions for cloud storage of police and body and vehicle camera files. Motorola Solutions also provides access to online police training classes and resources that are critical to ensuring high standards of transparency, accountability, and officer preparedness. The agreement, which renews annually, supports the Town's commitment to maintaining secure, reliable, and easily accessible video evidence essential for accurate incident reporting, investigations, and legal proceedings. Utilizing cloud storage provides the department with automatic backups and advanced security features, minimizing the risk of data loss or tampering. Additionally, ongoing access to online police training resources allows officers to stay updated on the latest techniques, policies, and legal requirements, which enhances public trust and promotes officer safety. This agreement ensures continuous system support, updates, and training, offering long-term value to the Police Department's operations and reinforcing community confidence in law enforcement.

This item is an approved expenditure within the FY 2025 Budget and consolidates the billing for multiple Motorola Solutions services. The total cost for the renewing agreement is \$29,321.10. For comparison purposes, the FY 2024 (previous year) amount was \$29,291.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The renewal agreement for Motorola Solutions' police cloud storage for body and car camera video and online training for officers is \$29,321.10. This amount is budgeted for in the General Fund Information Technology Budget.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Motorola Invoice for Annual Video Storage.

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate

and execute a purchase agreement with Motorola Solutions for the supply of police body and vehicle camera video storage, as well as online training services, in the amount of \$29,321.10.



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 1411102662	Transaction Date 14-JUL-2024	Transaction Total 21,666.00 USD
P.O. Number	P.O. Date	Customer Account No 3010237067
Payment Terms Net Due in 30 Days	Payment Due Date 13-AUG-2024	
Bill To Address TROPHY CLUB POLICE DEPARTMENT ATTN: Accounts Payable 1 TROPHY WOOD DR TROPHY CLUB TX 76262 United States	Ship To Address TROPHY CLUB POLICE DEPARTMENT 1355 BUSINESS HWY 96 S SILSBEE TX 77656 United States	

Visit our website at www.motorolasolutions.com

IMPORTANT INFORMATION

Sales Order(s): USS102671332

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 469-457-1993



SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	ELC-SAH-UNL-ASD	Equipment at Site: 0003 3010237067 1355 BUSINESS HWY 96 S SILSBEE TX 77656 United States VIDEOMANAGER EL CLOUD, SOFTWARE AND HOSTING, UNLIMITED ASSIGNED, ANNUALLY PER DEVICE:13-Aug-2024:12-Aug-2025: Service From: 13-AUG-2024 Service To: 12-AUG-2025	27	494.00	13,338.00
2	ELC-SAH-UNL-SHD	VIDEOMANAGER EL CLOUD, SOFTWARE AND HOSTING, UNLIMITED SHARED, ANNUALLY PER DEVICE:13-Aug-2024:12-Aug-2025: Service From: 13-AUG-2024 Service To: 12-AUG-2025	12	694.00	8,328.00
Site TX Tax at 0%					0.00
Site Total					21,666.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 1411102662	Customer Account No 3010237067	Payment Due Date 13-AUG-2024	Transaction Total 21,666.00 USD	Amount Paid
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

TROPHY CLUB POLICE DEPARTMENT
ATTN: Accounts Payable
1 TROPHY WOOD DR
TROPHY CLUB TX 76262
United States

Payment Transfer Details

Bank of America, Dallas
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
13108 Collections Center
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 1411102662		Transaction Date 14-JUL-2024	Transaction Total 21,666.00 USD
P.O. Number		P.O. Date	Customer Account No 3010237067
Payment Terms Net Due in 30 Days			Payment Due Date 13-AUG-2024

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
				USD Subtotal	21,666.00
Total Tax TX 0.00				USD Total Tax	0.00
				USD Total	21,666.00
				USD Amount Due	21,666.00



* *





TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Patrick Arata, Chief of Police

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Dell Technologies for the purchase of 15 laptop computers for patrol and criminal investigation divisions in the amount of \$57,971.55.
(Patrick Arata, Chief of Police)

BACKGROUND/SUMMARY: The Trophy Club Police Department is seeking to replace existing laptop computer units that are five years old that are utilized by the patrol and criminal investigation divisions. The age of these units exceeds the typical life cycle for front-line law enforcement technology, where regular use often leads to wear and tear, impacting performance, reliability, and functionality. The patrol and CID units rely heavily on laptops for accessing critical systems such as the Records Management System (RMS), Computer-Aided Dispatch (CAD), and other investigative software. Dated hardware results in slower processing speeds, system crashes, and potential data loss, which hinders timely responses and investigations.

With technology advancing rapidly, older laptops no longer meet current security standards raising concerns about vulnerabilities to cyberattacks, data breaches, and non-compliance with law enforcement cybersecurity regulations. Newer laptops provide enhanced encryption, security patches, and support for updated law enforcement applications. Additionally, older laptops require more frequent repairs and maintenance, which not only leads to downtime but also incurs additional costs. Replacing them with new models would reduce these ongoing expenses and ensure operational continuity. Additionally, newer laptops are designed to integrate with emerging systems, software, and hardware, including body cameras, mobile fingerprint readers, and updated investigative tools.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The purchase of new laptops was approved in the FY 2024-2025 General Fund IT Budget and is part of the department's technology replacement plan. The total cost is \$57,971.55

The quote was built by NetGenius using the Texas Department of Information Resources, DIR contract pricing.

The VendorMember agreement has been included for the DIR Contract - Dell.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

The VendorMember agreement has been included for the DIR Contract - Dell.

ATTACHMENTS:

1. Dell Technologies Quote
2. VendorMember Agreement - DIR - Dell

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase agreement with Dell Technologies for the purchase of 15 laptop computers for patrol and criminal investigation divisions in the amount of \$57,971.55.



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Oct. 06, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	15 MDCs for the Patrol Units	Sales Rep	Catherine Rogers
Quote No.	3000181580083.1	Phone	1(800) 4563355, 6180790
Total	\$57,971.55	Email	Catherine_Rogers@Dell.com
Customer #	3346495	Billing To	STEVE ZIEVERINK
Quoted On	Sep. 24, 2024		TX TROPHY CLUB ENTITIES
Expires by	Oct. 06, 2024		1 TROPHY WOOD DR
	Texas Department of		TROPHY CLUB, TX 76262-9700
Contract Name	Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Catherine Rogers

Shipping Group

Shipping To	Shipping Method
ERNEST GILLESPIE TX TROPHY CLUB ENTITIES 1 TROPHY WOOD DR ROANOKE, TX 76262 (682) 831-4600	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 7330 Rugged EX	\$3,864.77	15	\$57,971.55

Subtotal:	\$57,971.55
Shipping:	\$0.00
Non-Taxable Amount:	\$57,971.55
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$57,971.55
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Shipping Group Details

Shipping To	Shipping Method
ERNEST GILLESPIE TX TROPHY CLUB ENTITIES 1 TROPHY WOOD DR ROANOKE, TX 76262 (682) 831-4600	Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Latitude 7330 Rugged EX	\$3,864.77	15	\$57,971.55
Estimated delivery if purchased today: Oct. 07, 2024 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7330 Rugged	210-BCFU	-	15	-
Intel Core Processor i7-1185G7, (QC, 3.0 to 4.8 GHz, 28W, vPro)	379-BERR	-	15	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	15	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	15	-
Intel Core vPro i7-1185G7, 32GB memory, with Iris Xe Graphics	338-CCUD	-	15	-
Intel vPro Technology Advanced Management Features	631-ADEE	-	15	-
32GB 4266MHz LPDDR4x Memory	370-AGUH	-	15	-
512GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMRW	-	15	-
13.3" FHD 1920x1080, 60Hz, WVA, Touch, AG, 1400 nit, 100% sRGB,Outdoor-viewable,Passive Pen included	391-BGGW	-	15	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	15	-
Intel AX210 WLAN Driver	555-BHCC	-	15	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	15	-
Primary 3 Cell 53.5 Whr Long-lifecycle 3 Year battery	451-BCYL	-	15	-
65W AC adapter, USB Type-C, Eco-design	492-BDRC	-	15	-
No Express Card	321-BHBG	-	15	-
No Fingerprint, no Contacted Smartcard Reader, No NFC	346-BHQQ	-	15	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	15	-
CyberLink PowerDirector and PhotoDirector 2024	634-BYFS	-	15	-
E4 Power Cord 1M for US	537-BBBL	-	15	-
Setup and Features Guide	340-CXCX	-	15	-
Hot surface warning label	389-ECGC	-	15	-
Additional 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWD	-	15	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	15	-
ENERGY STAR Qualified	387-BBPC	-	15	-
Dell Applications for Windows 11	658-BFIP	-	15	-
Mix Model packaging 65W Type-C Adapter	340-CXZG	-	15	-
11th Gen Intel Core i7 vPro label	340-CTSW	-	15	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	15	-

Mic + IR FHD camera for WWAN/WLAN antennae; Pogo vehicle docking and RF passthrough	319-BBHX	-	15	-
Additional TBT/Type-C port	325-BEKD	-	15	-
Additional USB-A rear port	590-TFHW	-	15	-
No Option Included	340-ACQQ	-	15	-
Rigid handle	750-ADPK	-	15	-
No Option Included	340-ACQQ	-	15	-
ProSupport: Next Business Day Onsite, 3 Years	808-6784	-	15	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	15	-
ProSupport: 7X24 Technical Support, 3 Years	808-6809	-	15	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	15	-

Subtotal:	\$57,971.55
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$57,971.55

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**VENDOR/MEMBER AGREEMENT
TOWN OF TROPHY CLUB, TEXAS**

This Vendor/Member Agreement (the “Agreement”) is hereby entered into by and between Dell Marketing LP (the “Vendor”), and the Town of Trophy Club, a Texas home-rule municipality (the “Town”), for the purchase of Dell branded computers, laptops, tablets, servers, printers, peripherals and other technology products and services.

WHEREAS, the Vendor submitted **Contract No. DIR-TSO-3763** to the Texas Department of Information Resources (“DIR”), which is an authorized government purchasing cooperative under Texas Local Gov’t Code Ch. 271; and

WHEREAS, the Vendor and DIR have entered into agreements, whereby the Vendor has agreed to sell to DIR and its members certain goods and services of a nature and quality as represented in the specifications and proposals, and at a specified price; and

WHEREAS, the Town has entered into an agreement with DIR to be a “member” and may purchase specified goods and services at the prices listed pursuant to the DIR agreements; and

WHEREAS, the Town is authorized pursuant to Texas Local Gov’t Code Ch. 271, and Texas Gov’t Code Ch. 791, to enter into cooperative purchasing agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the Town desires to purchase, and Vendor desires to sell and provide, certain goods and services under the DIR agreement referenced above; and

WHEREAS, the Town and Vendor desire to enter into this legally enforceable Agreement to clarify and make explicit the rights, duties, and responsibilities between the parties, and in case of any conflicts between this Agreement and the provisions of the DIR agreement, the terms of this Agreement shall prevail; and

WHEREAS, the Town and Vendor recognize and agree that this Agreement does not amend or alter the rights, duties, and obligations between Vendor and DIR, or between the Town and DIR under their respective contracts with DIR;

NOW, THEREFORE, the Town and Vendor agree that the recitals above are true and correct, and further agree mutually agree as follows:

1. Vendor agrees to furnish and deliver to the Town, the goods or services requested by the Town as further detailed on **Quote Number 3000181580083.1 dated September 24, 2024**, which is attached to and incorporated into this Agreement as **Exhibit A**. The Town agrees to pay Vendor for the goods or services at the price of **\$57,971.55**, as shown on **Exhibit A**.

2. The Town shall make payment for goods or services in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Vendor.

3. This Agreement is made and shall be construed according to the laws of the State of Texas, without regard for conflicts of law principles. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Denton County, Texas. This Agreement is made and is to be performed in Denton County, Texas.

4. All written notices shall be deemed to have been duly served if delivered in person to an individual, officer, legal representative, or member of the party for whom it is intended, or if delivered at or sent by registered mail to the last business address known to the person giving the notice.

5. INDEMNIFICATION – GOODS IN TRANSIT. THE VENDOR (THE “INDEMNIFYING PARTY”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TOWN (THE “TOWN INDEMNIFIED PARTY”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE GOODS OR SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS AGREEMENT (COLLECTIVELY, “INDEMNIFIED CLAIMS”), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD-PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY VENDOR OR THE TOWN. VENDOR SHALL GIVE TO THE TOWN REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE TOWN IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE TOWN INDEMNIFIED PARTIES RESULTING FROM THE WRONGFUL ACT OR OMISSION OR NEGLIGENCE OF TOWN EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

6. Governmental Functions/Immunities. The parties hereby acknowledge and agree that Town is entering this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the Town’s governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Town’s immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including, but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

7. Warranty: All product’s and manufacturer’s warranties and guarantees under the DIR agreement, or any Vendor guarantees or warranties, shall be assigned to the Town upon acceptance of delivery of the goods and services.

MISCELLANEOUS

1. The terms and conditions of any exculpatory or indemnity provisions in the Agreement shall construed in favor of the party being protected and shall survive the termination and completion of the Agreement. The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Agreement.

2. Vendor shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the Town for any purpose whatsoever, including, but not limited to, entitlement to Town employee benefits. Vendor hereby expressly waives any claim or entitlement to such benefits. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

3. The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

4. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

5. No right or remedy granted herein or reserved to either party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder. The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

6. This Agreement is subject to the appropriation of public funds by the Town in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the Town pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the Town for that fiscal year only, and shall not constitute an indebtedness of the Town of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8. This Agreement, together with all exhibits referenced herein, embody the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have accepted the terms of this Agreement and caused this Agreement, including the exhibits attached hereto and incorporated herein by reference for all purposes, to be executed as of the dates set forth below.

TOWN OF TROPHY CLUB, TEXAS

By: _____
Brandon Wright, Town Manager

ATTEST:

Tammy Dixon, Town Secretary

**DELL MARKETING LP
(THE "VENDOR"):**

By: _____

Name: _____

Title: _____

Date: _____



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Patrick Arata, Chief of Police

AGENDA ITEM: Consider Amendment No. 3 to the Interlocal Agreement between the Town of Trophy Club and Northwest Independent School District for School Resource Officers for the 2024-2025 School Year; and authorize the Town Manager to execute same on behalf of the Town. (Patrick Arata, Chief of Police)

BACKGROUND/SUMMARY: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, school districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state. This amendment modifies the Interlocal Agreement between the Town of Trophy Club and NISD for school resource officers signed in August 2022. The Town of Trophy Club and NISD agree to renew the agreement for a one-year term, August 1, 2024 through July 31, 2025. The District will pay the Town \$178,601 for the maintenance of two school resource officers.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Under the terms of the Interlocal Agreement, the Northwest Independent School District will pay the Town of Trophy Club \$178,601 for the maintenance of two school resource officers. This revenue is recorded in the Town's General Fund.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Interlocal Agreement Amendment

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve Amendment No. 3 to the Interlocal Agreement between the Town of Trophy Club and Northwest Independent School District for School Resource Officers for the 2024-2025 School Year; and authorize the Town Manager to execute same on behalf of the Town.

To: Board of Trustees

From: Mark Foust, Ed.D., Superintendent of Schools

Subject: Amendment to Memorandum of Understanding with the Town of Trophy Club for SRO Services for the 2024-2025 School Year

Date: August 13, 2024

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

This Amendment modifies and amends the Interlocal Agreement between the Town of Trophy Club and NISD for School Resource Officer signed in August 2022. The Town of Trophy Club and NISD agree to renew the Agreement for a one-year term, August 1, 2024 through July 31, 2025. The District will pay the County \$178,601 for the maintenance of two (2) School Resource Officer.

Support of Strategic Goals:

- Northwest ISD will provide personalized learning experiences and cultivate the growth and achievement of every student.
- Northwest ISD will recruit, value, and retain highly effective staff prepared to meet the individual needs of our students and learning community.
- Northwest ISD will foster a safe environment and culture of engagement that values the voices of all students, staff, families, and community members.

Budget and/or Fund Impact: Budgeted as part of the General Fund budget.

Recommendation: Approve Amendment Number Three to the Interlocal Agreement with the Town of Trophy Club for School Resource Officer Services and authorize the Superintendent or his designee to enter into contract as recommended by the administration.

Respectfully submitted,



Mark Foust, Ed.D.
Superintendent



Jonathan Pastusek
Chief Financial Officer



Mark Vechione
Exec Dir of Purchasing

**Amendment No. 3 to
Interlocal Agreement by and between The Town of Trophy Club, Texas and
Northwest Independent School District for School Resource Officer Services**

This Amendment modifies and amends the Interlocal Agreement by and between The Town of Trophy Club, Texas and Northwest Independent School District for School Resource Officer Services ("Agreement"), signed in August 2022. The terms contained in this Amendment are fully incorporated into the Agreement as if stated therein. To the extent the terms of the Agreement conflict with terms of this Amendment, the terms of this amendment shall control.

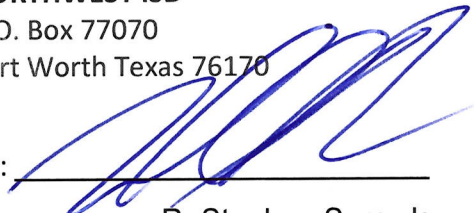
Term. Pursuant to Section VII of the Agreement, the Town and District agree to renew the Agreement for a one-year term, commencing on or about August 1, 2024, and ending on or about July 31, 2025.

Funding/Consideration. Paragraph 6.01 is amended and replaced with the following: "In consideration for the services provided under the Agreement, for the 2024-2025 school year, the District will pay the Town an amount not to exceed **\$178,601.00** for the maintenance of two (2) School Resource Officers."

By signing this Amendment, each party affirms that it has been approved by its respective governing body in a duly called public meeting.

NORTHWEST ISD

P.O. Box 77070
Fort Worth Texas 76170

By: 
Printed Name: R. Stephen Sprowls
Title: President, Board of Trustees
Date: August 13, 2024

Town of Trophy Club, Texas

1 Trophy Wood Drive
Trophy Club, TX 76262

By: _____
Printed Name: _____
Title: _____
Date: _____



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM:

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Zimmerer Kubota & Equipment for a Parks Department tractor and equipment attachments in the amount of \$81,434.69. (Chase Ellis, Director of Parks & Recreation)

BACKGROUND/SUMMARY: The Parks & Recreation Department's current tractor, a 2008 John Deere model, has surpassed its expected operational lifespan for municipal use, which is typically 10 years. Despite the diligent efforts of the maintenance team to keep the tractor in service, it is now 16 years old and increasingly prone to mechanical issues. These frequent repairs consume significant staff time, diverting attention from other essential tasks. Additionally, the existing tractor is limited by its outdated attachments, which restrict the range of tasks it can efficiently perform.

The proposed replacement tractor includes modern attachments that will enhance the productivity and versatility of the department, allowing staff to complete a wider variety of tasks with greater efficiency. The Trophy Club Parks & Recreation Department is seeking council approval for the purchase of a Kubota Tractor to add to its fleet and support maintenance work in all Trophy Club parks. This tractor is a critical piece of equipment for maintaining the Town's parks and facilities.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding will come from the FY 2025 Budget in the Parks & Recreation Equipment Replacement Fund. This purchase is being made from the Sourcewell Co-op purchase agreement, which provides Trophy Club with a \$15,374.64 municipal government discount.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Sourcewell Quote
2. Sourcewell Kubota Contract

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate

and execute a purchase agreement with Zimmerer Kubota & Equipment for a Parks Department tractor and equipment attachments in the amount of \$81,434.69.

Ellis, Chase
 164444
 Town of Trophy Club
 cellis@trophyclub.org
 682-237-2923

Quote Provided By
 Zimmerer Kubota & Equipment, Inc.
 Steve Schunk
 5165 Mark IV Pkwy
 Ft Worth, TX 76106
 email: steves@zkmall.com
 phone: 8172816143

-- Standard Features --

-- Custom Options --



M Series

MX6000HSTC

UTILITY CAB TRACTOR, 4WD, HST TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V2403
 Direct injection
 4 Cyl. 148.6 cu. in.
 ^ 59.5 Net Eng. HP
 ^ 51.7 PTO HP
 @ 2700 Eng. rpm
 EPA Tier 4 Emmission Cert.
 Turbo Common Rail Electronic Fuel Injection
 12V - 650 CCA Battery
 Charging Output 60 Amps

FLUID CAPACITY

Fuel Tank 11.9 gal
 Cooling System 6.9 qts
 Crankcase with filter 7.4 qts
 Transmission and
 Hydraulics 11.6 gal

POWER TAKE OFF

Live-Independent Hydraulic
 540 rpm Rear PTO
 @ 2700 Eng. rpm
 SAE Std 1 3/8" Six Spline

HYDRAULICS

Open Center - Gear Pump
 4.9 gpm Power Steering
 9.5 gpm Remote/3 Pt. Hitch
 14.4 gpm Total Hyd. Flow
 Cat I/II 3-point Hitch
 At lift Point 2870 lbs.
 24" Behind 2310 lbs.
 Telescoping Lower Links
 Telescoping Stabilizers

SAFETY EQUIPMENT

2-Post Foldable ROPS w/
 Retractable Seat Belt
 Flip-Up PTO Shield
 Safety Start Switches
 Parking Brakes
 Electric Key Shut Off
 Turn Signals
 SMV Sign

^ Manufacturer Estimate

OPERATORS PLATFORM

Semi-Flat Deck w/Hanging Pedals
 High Back Seat with Adjustable
 Suspension
 Tilt Steering
 Interior Light
 Interior Rearview Mirror
 Front Wiper with Washer
 A/C & Heater
 Speakers & Radio Pre-Wired
 Left Hand Step
 Horn
 Left & Right Hand Door
 Rubber Floor Mat
 Stationary PTO Switch
 Cup Holder
 Color Coded Controls

FRONT AXLE

Hydrostatic Power Steering
 4WD: Cast Iron, Bevel Gear

TRANSMISSION

3 Range Low/Med/High
 Cruise Control Standard
 Mech. Wet Disc Brakes
 Left Side Brake Pedals
 Rear Differential Lock

INSTRUMENTS

Tachometer/Hour Meter
 Fuel Gauge Meter
 Warning Symbols
 Coolant Temperature Meter

SELECTED TIRES

sub56
 FRONT - 29x12.50-15 R3 TITAN MULTITRAC
 REAR - 44x18-20 R3 TITAN MULTITRAC 8STUD

MX6000HSTC Base Price: \$47,154.00

(1) 2ND POS LEVER KIT MX5400/MX6000 CAB MX6892A-2ND POS LEVER KIT MX5400/MX6000 CAB	\$306.00
(1) FLOAT DETENT VALVE SECTION L8304-FLOAT DETENT VALVE SECTION	\$381.00
(1) 1ST POS LEVER KIT MX5400/MX6000 CAB MX6891A-1ST POS LEVER KIT MX5400/MX6000 CAB	\$616.00
(1) DOUBLE ACTING VALVE FOR MX L8303-DOUBLE ACTING VALVE FOR MX	\$303.00
(1) LOADER VALVE FOR CAB MODELS MX2132-LOADER VALVE FOR CAB MODELS	\$934.00
(1) FRONT LOADER MX SERIES W/O VALVE LA1065A-FRONT LOADER MX SERIES W/O VALVE	\$5,517.00
(1) 72" Q.A. SQUARE BACK BUCKET / GL40'S L2235A-72" Q.A. SQUARE BACK BUCKET / GL40'S	\$868.00
(1) BUCKET/ATTACHMENT LEVEL INDICATOR (ROD TYPE) MX2140-BUCKET/ATTACHMENT LEVEL INDICATOR (ROD TYPE)	\$91.00
(1) REAR WORK LIGHT (CAB) L8333-REAR WORK LIGHT (CAB)	\$166.00
(1) SIDE MIRROR KIT (CAB) MX6801-SIDE MIRROR KIT (CAB)	\$164.00
(1) AIR RIDE SEAT L6026-AIR RIDE SEAT	\$1,103.00
(1) HARNESS ADAPTER FOR MX CAB W/L6026 MX6027-HARNESS ADAPTER FOR MX CAB W/L6026	\$59.00
(1) 25 Series Core Aerator, 72" Width CA2572-01-82-25 Series Core Aerator, 72" Width	\$6,012.00
(1) 25 Series Retractable Box Scraper, 72" Width HR2572-82-25 Series Retractable Box Scraper, 72" Width	\$4,744.00
Configured Price:	\$68,418.00
Sourcewell Discount:	(\$15,374.64)
SUBTOTAL:	\$53,043.36
2Yr MX6000HSTC Extended Warranty	\$1,250.00
2Yr FRONT LOADER MX SERIES W/O VALVE Extended Warranty	\$400.00
Factory Assembly:	\$325.00
Dealer Assembly:	\$1,008.33
Freight Cost:	\$1,150.00
PDI:	\$400.00
77700-13484 AM/FM Stereo	\$350.00
Assembly of Box Blade and Aerator	\$210.00
SGC1072 72" Grapple Claw	\$4,446.00
380-311a 3rd Function Valve with Flat Face Couplers	\$1,915.00
Trimax Procut S5 237, 93" 3pt. Roller Mower	\$16,137.00
4--80# Suitcase weights	\$800.00

Total Unit Price: \$81,434.69

Quantity Ordered: 1

Final Sales Price: \$81,434.69

Purchase Order Must Reflect Final Sales Price.

***Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.48

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control (including either pandemic or epidemic). A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds. . The Participating Entity must provide advance notification to Vendor if federal funds are being used for the purchase.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. [Note - Vendor operates under California law and does not participate in or file Affirmative Action Plans.]

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. [Note – Vendor’s products are not manufactured domestically and do not satisfy the second element of the Buy American Act test for domestically manufactured products.]

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

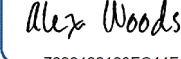
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:20 PM CDT

Kubota Tractor Corporation

DocuSigned by:

By: 7839492180EC44E...
Alex Woods
Title: Vice President
Date: 4/28/2021 | 9:39 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/28/2021 | 12:30 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: Kubota Tractor Corporation
Address: 1000 Kubota Drive
Grapevine, TX 76051
Contact: Mike Spillars
Email: mike.spillars@kubota.com
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HST#: 95-2801513

Submission Details

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Kubota Tractor Corporation	*
2	Proposer Address:	1000 Kubota Drive Grapevine, TX 76051	*
3	Proposer website address:	www.kubotausa.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Alex Woods Vice President 1000 Kubota Drive, Grapevine, TX 76051 alex.woods@kubota.com PH: 817-756-1171	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rusty Pugh National Accounts Manager, Municipal and New Business 1000 Kubota Drive, Grapevine, TX 76051 rusty.pugh@kubota.com 817-716-3587	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Spillars National Accounts Business Development Manager 1000 Kubota Drive, Grapevine, TX 76051 mike.spillars@kubota.com 817-532-5592	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Who Kubota is, and will continue to be, is summed up in this statement; Kubota is passionate about, and dedicated to food, water, and life. Gonshiro Kubota demonstrated this with the founding of Kubota in 1890 as a casting company to serve a critical need for safe drinking water. In 1893 Kubota produced the first ever domestic cast iron pipes. Following WWII food was in short supply in Japan. Kubota developed the cultivator, a pioneering piece of equipment in the mechanization of agriculture and the revolution of the production of food. With small villages in Japan suffering from labor shortages, Kubota developed our first tractor to provide a stable and abundant food supply. In 1969 Kubota Corporation filled a void in sub-compact tractors by introducing its first tractor into the United States. The Kubota Tractor Corporation was formed in 1972 as a privately held corporation of Kubota Corporation, Osaka, Japan. It has been growing and expanding its offering in the United States ever since. Kubota Tractor Corporation serves Kubota Corporation as distribution in the United States for Kubota equipment. This includes all the products serving this contract in turf mowing and grounds maintenance equipment, tractors, and attachments, as well as compact construction equipment which includes excavators, skid steers, backhoes, wheel loaders and utility vehicles. Additionally, Kubota Corporation has a wholly owned subsidiary in Canada (Kubota Canada Limited "KCL"). KCL supports Canadian sales and distribution. Innovating products since 1890, Kubota continues today to innovate and bring new products and technology into the marketplace. One example is Kubota's revolutionary common rail system with exhaust gas recirculation (EGR), and diesel particulate filter (DPF) muffler. This combination produces more torque at low rpm's with less emissions and better fuel efficiency. This innovation is used across our products where possible. Another example is our inventive glide steer technology, found on our GR series of mowers. These mowers also feature Reverse Awareness Systems (KRS) for additional safety when mowing in reverse. These are but a few examples in action of Kubota's philosophy of creating new and innovative products that are dedicated to preserving our environment and life. Kubota continues to innovate and serve its customers today with the number one selling sub-compact tractor, mini excavator, diesel utility vehicle, and diesel engine in the United States along with a varied and respected product offering. Kubota's core values of dedication to food, water and life are tied to serving our customers. Our company is committed to working for the development of society by drawing on all our capabilities and know-how to offer superior products and technologies. Kubota's business philosophy and primary objective is not sales and profits, rather, to win the trust of our customers and contribute to society in a growing number of ways. Everything we do is for the customer and this can be seen below in the "Kubota Promise". - Produce state of the art, quality products - Lead the industry in engineering and technological firsts - Respect the environment and protect our customer's safety - Provide uncompromising service - Listen and respond to the customer's needs - Value each customer relationship with integrity and respect - Support professional dealers and retailers - Manage with vision and leadership Since our founding in 1890, Kubota continues to be a global leader in the products we produce and the markets we serve. Food, water, and the environment are indispensable for human beings. Kubota is looking to the future to support earth and humanity. By contributing products, like the utility vehicles in this proposal, and creating a superior living environment through superior products, technologies, and services, Kubota is living out its core values and business philosophy of being passionate about, and dedicated to food, water, and life.
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8	What are your company's expectations in the event of an award?	If awarded the Sourcewell contract number 031121, Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States and Canada. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota will build into dealer training meetings, Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible. Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Manager for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talkin' Tactics Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Financial information has been attached. These documents include general information such as Dun and Bradstreet number and Federal I.D numbers as well as more specific financial information such as creditors and banking information. Beyond the numbers is more tangible evidence of strength and stability. Kubota can demonstrate this financial strength and stability in multiple ways. Kubota pays dividends on its stock. Dividends attract long-term investors and offering them is a sign of financial stability. Additionally, in 2020, Kubota announced a multi-year strategic alliance with Microsoft. Kubota is migrating its IT infrastructure and SAP mission-critical systems onto Microsoft's trusted cloud platform. This investment in long-term company infrastructure streamlines business operations, accelerates innovation, and shifts towards a solution provision model. Furthermore, this investment not only demonstrates financial strength and stability, it allows Kubota to develop AI-based solutions for businesses in the area of food, water, and the environment. Kubota Tractor Corporation's parent company, Kubota Corporation, carries an AA- issuer rating as well as a Long-Term Issue rating of AA-. This very high credit worthiness is supported by excellent factors. The short-term rating is a-1+. This rating denotes a high certainty of fulfillment of short-term obligation. In closing, a copy of the most recently available full year financial report has been included in documentation.	*
10	What is your US market share for the solutions that you are proposing?	Kubota has approximately 34% market share for the solutions being proposed.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kubota's Canadian market share data mirrors that of the United States.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Kubota has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Distributor. Kubota Tractor Corporation was incorporated under the laws of the state of California and is a wholly owned subsidiary of the holding company Kubota North America Corporation which is wholly owned by Kubota Corporation, a Japanese Corporation. Kubota Tractor Corporation and Kubota Canada Ltd sell Kubota equipment to the Kubota dealer network of over 1,100 independently owned Kubota dealerships. These dealers service and sell Kubota products in all 50 states and throughout Canada.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	No licenses and certifications are required to be held by Kubota. However, our commitment to environmental excellence is witnessed in achieving our ISO 14001 environmental certifications. ISO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved ISO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota's commitment to excellence in quality in design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota's operational excellence and our certifications.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None. There have been no suspensions or debarment in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 • Landscape Business "Twenty for 2020 New Products Award • Pro Tool Innovation Awards – SZ series stand-on mowers • Rental Equipment Register 2020 "Innovative Product Award" – SVL65-2 • Pro Tool Innovation Awards – RTV-XG850 • Diesel International "Diesel of the Year" V5009 – first ever won by a Japanese manufacturer for this European award • "2020 Machine of the Year" Agraheute Audience Choice Award– M7003 • Georgia US Department of Economic Development GEAR Award Transportation Equipment Manufacturer of the Year. 2019 • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports (ranked number one every year since 2004). • The North American Dealers Association (NAEDA) Dealers-Manufacturers survey has ranked Kubota number one, six years in a row. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program". The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions. • Equipment Watch - Kubota U35-4 compact excavator wins Highest Retained Value Award. • Excellence Award in Environmental Reporting - 23rd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum. 2018 • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Excellence Award - CASBEE Sakai Environmental Building Awards for promoting environmentally buildings. • BLUE PROPER Award - Environment Minister Indonesia. This rating is only for companies found operating 100 percent in compliance with environmental regulations. • Green Award - Kubota Environmental Engineering (Shanghai) - Chinese Environmental Conference. • KBS Kubota Co., Ltd. - Environmental Contribution Award presented at the 2018 Logistics Awards sponsored by the Japan Institute of Logistics Systems. • Excellence Award in Environmental Reporting - 22rd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum. 2017 • AE50 Outstanding Innovation Award – RTV X1140 Utility Vehicle • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Green Industry Award from the Thai government. • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program" in 2017. The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions. • AGRITECHNICA 2017 – Vicon Extra 7100T GEOMOW – Machine of the Year. • iF International Forum - Design Award – M7001 series 2016 • Japan Institute of Design Promotion – FY2016 Good Design Award. • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • OEM Off-Highway Research – Worlds #1 selling compact excavator.	
17	What percentage of your sales are to the governmental sector in the past three years	Government and education collectively comprise approximately 45% of Kubota's national accounts program reporting.	*
18	What percentage of your sales are to the education sector in the past three years	Government and education collectively comprise approximately 45% of Kubota's national accounts program reporting.	*

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell cooperative purchasing contract – 2020 - \$34.5mm, 2019 - \$33.8mm, 2018 - \$26.3mm BuyBoard – 2020 - \$8.03mm, 2019 - \$9.9mm, 2018 – no contract HGAC cooperative purchasing contract - 2020 - \$306k, 2019 - \$595k, 2018 - \$656k MAPO cooperative purchasing contract - 2020 - \$1.4mm, 2019 - \$1.7mm, 2018 - \$1.16mm Louisiana state contract - 2020 - \$199k, 2019 - \$3.4mm, 2018 - \$3.41mm Oregon state contract - 2020 - \$396k, 2019 - \$1.2mm, 2018 - \$860k New York state contract (adopted Sourcwell contract, volume is included in Sourcwell totals) Pennsylvania state contract - 2020 - \$2.07mm, 2019 - \$2.2mm, 2018 - \$44k	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kubota has multiple dealers holding General Services Administration contracts and can be found on https://www.gsaadvantage.gov/advantage/ws/main/start_page?store=ADVANTAGE . While dealer overall sales volumes are visible to Kubota, dealer GSA sales volumes are not reported Kubota.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Lodi Unified School District	Eric Wise	209-712-6346	*
Eugene Water and Electric Board	Gary Lentsch	503-484-2411	*
Samaritan's Purse	Matt Libby	207-551-8292	*
New York State Natural Heritage Trust	Bill Bohach	631-323-2440	
Auburn University	Malcomb Pegues	251-928-2740	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village of Holley	Government	New York - NY	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$763,406	*
Miami Dade Parks and Recreation	Government	Florida - FL	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$498,766	*
City of Greensboro	Government	North Carolina - NC	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$384,395	*
Town of Fallsburg	Government	New York - NY	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$355,798	*
City of Athens	Government	Alabama - AL	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$342,345	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Kubota's sales force is strong and contains employees of our company as well as that of our dealer network numbering over 1,100 locations. Sales coverage is in place for all 50 states as well as Canada by both our dealers and Kubota commercial sales team. Our typical dealer averages four sales representatives leading to dealer sales representation that conservatively averages over 4,000 representatives. Kubota in Canada has 154 dealer locations with similar sales force averages. Additionally Kubota directly employs 51 region sales managers, five district sales managers, and five division sales managers. This Kubota sales force is essential for educating and instructing dealers in promoting and supporting government and education entities. This combined sales effort will also drive new Sourcewell member growth and engagement.	*
24	Dealer network or other distribution methods.	Kubota has five divisions in the United States that is served by three distribution warehouse in Georgia, Kansas, and California. These centers serve and support over 1,100 Kubota dealers serving all fifty states in the United States. In Canada, Kubota has 154 dealers who serve all of Canada.	*
25	Service force.	Kubota places a high level of importance on quality, dependability, and service support. In fact, Kubota dealers average over twice as many service technicians as sales representatives. With each Kubota dealer averaging 9 service technicians, Kubota's dealer network averages over nine thousand service representatives in the United States. Many of these have mobile service vehicles. Kubota's Canadian dealer network has similar averages of service technicians in its 154 dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. This factory training is facilitated by the Kubota corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Kubota has created a one-step process for customer service for Sourcewell members. Sourcewell members with one call or email can easily access parts, service, warranty work, or training locally with their servicing dealer. Kubota dealers are ready to make the process simple and quick for Sourcewell members. Dealers are responsible to in turn work with Kubota directly to provide the best parts and service turnkey solution for Sourcewell members. Our customer service model places the responsibility on the dealer, not the Sourcewell member, to understand and deal with the processes behind the scenes. Kubota's high expectations of its dealer networks extend to customer service and helping Sourcewell members with this quick and easy customer service process.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kubota will provide service and support to Sourcewell members in all 50 states in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide to Sourcewell members service and support in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions in the United States or Canada. There are no participating Sourcewell entities that Kubota will not be fully serving.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating Sourcewell entities that Kubota will not be fully serving. Kubota will support all Sourcewell members equally and fully.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Growth in government, non-profit, and education verticals has become a priority for Kubota corporately. Part of our strategy to grow these verticals is to track performance in these areas. Performance is now measured and is a key performance indicator for the Kubota corporate and region sales team and incorporated into their individual management plans. This demonstrates Kubota's commitment and desire for marketing our Sourcewell contracts locally, regionally, and nationally. We will leverage our extensive dealer network and corporate sales team to promote Sourcewell at all levels. For local marketing, Kubota will ensure our 1,100 plus dealers are made aware immediately of this contract if awarded. An electronic dealer sales bulletin will be issued that will update our entire dealer network as soon as possible. This puts several thousand Kubota dealer sales team members into motion marketing our contract locally if a contract is awarded. Further, Kubota will incorporate the new Sourcewell Supplier Portal into our dealer training and encourage dealers to utilize this tool. This portal will help our dealers sales teams as well as Kubota's corporate sales team get what they need, when they need it for information regarding our Sourcewell contracts. Engaging and supporting our dealers will drive marketing Sourcewell on a local level. Kubota's in-house, full-time marketing team will assist in creating engaging marketing materials as needed for dealers. Setting up dealers for success will ensure successful marketing at the local level. To this previous point, dealer training will be a priority in marketing this contract. We will incorporate this contract, if awarded, into our web-based dealer training. An important part of this training is leveraging our dedicated web-based dealer quote tool specifically designed for our Sourcewell contracts. This quote tool is prepopulated by Kubota with the agreed upon products and pricing to help eliminate errors in pricing to Sourcewell members. This helps dealers focus solely on marketing to Sourcewell members and building quick and accurate turn-key solutions. Part of contract engagement is also making our dealers aware of and encouraging dealers to participate in local Sourcewell events. Our corporate national accounts team attends local, regional, and national Kubota dealer meetings to market Sourcewell and make sure our dealers are fully equipped to support Sourcewell members. Kubota corporately will take ownership of marketing Sourcewell on a regional and national basis. Our dedicated National Account Manager for Municipal and New Business will drive our marketing, promoting, and supporting events in government entities; public and private, K-12 schools, colleges, universities, and non-profit organizations. Kubota is an eco-system of high expectations. We will carry these high expectation into marketing Sourcewell solutions.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota has integrated digital resources into dealer training and education to support current Sourcewell contracts and this current proposed solution. Training videos are available online to help dealers understand and identify how to serve Sourcewell members and grow our business utilizing the Sourcewell contract. Dealers are instructed in how the process works and can be integrated into their individual dealer sales plans. Additionally, we have created dealer facing quotation tools dedicated to our Sourcewell contract to ensure ease of use and accuracy of information provided to Sourcewell members.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Kubota views Sourcewell as a partner in promoting a contract that would arise from this RFP. Kubota's experience is in the products, services and turnkey solutions we have created for the Grounds Maintenance contract. Sourcewell's experience is in facilitating competitive solicitations leading to solutions that empower community success. This partnership between Sourcewell and Kubota would deliver a world class, turnkey solution to Sourcewell members if a contract arises from this RFP. Sourcewell is our partner for contract adoption, promotion, and education. Kubota will partner with Sourcewell in seeking state adoption and acceptance of Sourcewell solutions. Sourcewell partnering with us in GTKU's has been and will continue to be effective in dealer sales education. We expect Sourcewell to continue creating content and marketing material we can use to promote Sourcewell in general and our solution specifically. We expect Sourcewell to continue engaging our dealers in person at our annual dealer meetings. Lastly, we will continue to expect to rely on our contract manager for input and guidance regarding our solutions. We expect a partnership in promoting, educating, and engagement so both organizations grow together.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	An e-procurement system is not currently in place. However, Kubota does use an e-quoting tool to ensure speed and accuracy for Sourcewell members. The complexity and customization involved in building solutions for Sourcewell members requires a consultative approach to best design individualized solutions for Sourcewell members. Working with dealers to fully understand the local terrain and environment, as well as taking advantage of the expertise of our local dealer network best serves Sourcewell members. The ability to use local dealers to tailor local member requirements with the available products, options, and services for Sourcewell members provides a distinct advantage over e-procurement.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is available for all products found in this contract through our dealer network. Training is tailored to the Sourcewell member's existing knowledge and requirements. Operator training is provided for every member upon delivery of each product. More advanced levels of training are available upon request. Other training such as additional on-site training may be requested by Sourcewell members. This training may be discussed with dealers and provided as an additional line-item in a Sourcewell member quote.
37	Describe any technological advances that your proposed products or services offer.	Innovation in technology is common and ongoing within our company. Kubota utilizes fuel efficient engine systems (water cooled diesel common rail systems and gasoline EFI). This is advanced electronic fuel injection systems which is an advancement from carburetors. EFI systems are more fuel efficient, constantly adjusting for air to fuel ratios. This burns less fuel and creates less pollutants and waste. Kubota also uses electronic fuel injection, otherwise known as common rail systems, in our diesel engines. Common rail systems and our Kubota Eco-Plus system prioritizes fuel economy, lowers noise and excess vibration providing for the health of the operator and our environment. Because of our technological advances, many of our competitors choose to use Kubota engines in their products. Concerning lawn, garden, and grounds maintenance care, Kubota's mulching systems on all products improve grass health, not requiring disposal. Kubota's technological advances are focused on fuel efficiency, reducing waste, pollution, and improving not just products performance, but improving our environment.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Kubota's has a deep commitment to green initiatives. In 1995 Kubota began the internal Environmental Audit System for environmental protection in accordance with standards stricter than existing laws and regulations and towards continuous environmental improvement. All domestic establishments achieved ISO 14001 environmental certifications from the International Organization for Standardization. In 2010 Kubota was certified as an Eco-First Company by Japan's Ministry for the Environment. The Kubota Group has established a Kubota Group Environmental Charter as well as involvement with environmental conservation activities and setting medium and long-term environmental conservation targets. These targets have resulted in actions that have achieved results. 2019 in comparison to 2014 has achieved the following results. CO2 emission per unit produced has been reduced by -17.1%. Energy use per unit of production was reduced by -14.3%. Waste discharge has reduced by -10% per unit of production. Water consumption per unit of production was reduced by -19.5%. VOC's (volatile organic compounds) was reduced per unit of production by -38.1%. Our long-range plans and immediate actions of the present demonstrate Kubota's commitment to reducing CO2 and VOC emissions, reducing waste, conserving water, and preserving our environment. "For Earth, For Life", it is more than our motto, it is what we do. https://www.kubota.com/sustainability/environment/active/index.html
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All products in the proposed solution meet or exceed the highest applicable Environmental Protections Agency requirements and certifications.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	No proposal for this section.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	A unique attribute to Kubota is its blending of commitment to the environment with its commitment to improving our products. Progress and advancements in technology, design, and safety enhancement, go hand in hand in product improvements with environmental considerations in mind. Kubota designs safety into our products. 3M activity or method, man, machinery is employed in our design. Further, ISE or inherently safe equipment is a better choice compared to machinery lacking similar design considerations. This is, machinery designed with fewer ways of causing harm. Seeking continuous improvement is foundational to Kubota's philosophy and practice. Our company employs DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence and continuous improvement. 5-gen and PDCA (plan, do, check, act) continuous improvement is used in manufacturing and operations. Hydrostatic power steering, common rail systems, and reverse awareness systems and cameras, are just a few of the many, many features, all introduced and interwoven as a result of a focus on enhanced safety, performance, and concern for the environment. This is a unique attribute in our industry. Lastly, Kubota manufactures and/or markets products in more than 130 countries. This footprint that extends around the globe allows our company to pool "best practices" from across many languages, cultures, and geographic regions. We pool these ideas and innovations and share them across the entire business. This unique attribute of viewing people, products, and the environment as interrelated and global, is a unique attribute shared with Sourcewell members. Kubota is more than part of a supply chain; Kubota is part of a global value chain.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. Warranty documents providing detail are included in this proposal.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not under the coverage of warranty. However, if Kubota issues a recall there may be reimbursement for travel time and/or mileage paid to the dealer/technician.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every authorized Kubota dealer is required to have one factory trained technician on staff. With 1,100 dealers in the United States with coverage in all 50 states as well as 154 dealers in Canada, Kubota dealers are well positioned to serve Sourcewell members with factory trained technicians. Kubota dealers are responsible to service and support all sales made by the dealer. Service for warranty repairs for Sourcewell members are made by the servicing dealer. Should, on a rare occasion, a dealer have difficulty due to remoteness or other circumstance, Kubota and the servicing dealer will work together to find resolution.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No items in our proposal are made by other manufacturers. Kubota is the sole manufacturer for all products in our proposal. All Kubota products are covered by a Kubota warranty.	*
47	What are your proposed exchange and return programs and policies?	All sales are final. However, at its discretion, Kubota may choose to work with a Sourcewell member if they purchase a product that is not matched to their needs. Kubota reserves the right to accept or deny any request for returns or exchanges. Please note, Kubota's number one dealer rating six years in a row by The North American Dealers Association (NAEDA) Dealers-Manufacturers survey speaks to our ability and willingness to resolve most any issue that arises. Lastly, any items found to be warrantable will be provided for under the terms of the warranty statement.	*
48	Describe any service contract options for the items included in your proposal.	Service contract options will be quoted as Open-Market items by local Kubota dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Terms of sale are net thirty days.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The proposed order process is established to best support Sourcewell members by letting members work closely with their local supporting Kubota dealers throughout the order process. Kubota dealers are included in our response. The process flow below describes both the Sourcewell member order process as well as the internal order process between Kubota and dealers. Sourcewell member process flow: • Sourcewell members contact their local Kubota dealer or Kubota Tractor Corporation directly for a quote. Additionally, Kubota dealers proactively marketing the Sourcewell contract may become aware of a need or quote request. If non-Sourcewell members request a quote, dealers have been instructed how to help prospective and qualifying non-members become a Sourcewell member. • The local Kubota dealer will provide the existing or new Sourcewell member with a Kubota authorized Sourcewell quote. This quote is created using the Kubota authorized dealer quote tool. • If Sourcewell members decide to move forward and acquire a Kubota product, Sourcewell members will issue a purchase order made to the Kubota dealer. • The servicing dealer will fulfill the order either from their dealer inventory, or the dealer will order the product from Kubota in the event the product is not located in the servicing dealer inventory. • The product is shipped to the Kubota dealer for the required inspections and any preparation needed for the Sourcewell member. • Delivery is coordinated with the Sourcewell member and upon delivery, operating instructions are reviewed and dealers assist with all needs and questions by the Sourcewell member. Sourcewell member satisfaction is ensured before the process moves on. The process continues and turns internally between Kubota and dealers. Kubota/Dealer process flow: • Dealers will settle the purchased unit indicating the sale is to a Sourcewell member in order to receive credit for the sale. • The supporting dealer will provide Kubota the quote as well as the Sourcewell member purchase order for reference. • Kubota will create quarterly reports for dealer sales to Sourcewell members. Kubota will submit this report to Sourcewell quarterly. • Kubota makes payment to Sourcewell based on the agreed upon administrative fee. For reference, this process is the currently established process for Sourcewell contract 040319.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series – 22% BX series – 22% L series – 22% M series – 22% Turf F series – 22% GR series – 22% T series – 22% Z series – 22% TLB series - B26, L47 & M62 – 22% Land Management Disc mowers – 22% Rotary tedders – 22% Rotary rakes – 22% Spreaders – 22%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota offers best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Requests for open market “sourced” or non-standard items can be added to Sourcewell members quotes at their request. Acceptance of these quoted sourced/non-standard items will be at the discretion of Sourcewell members.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs transparency prior to acquisition. These items will be shown clearly as line items on the quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rate will vary due to regional economic differences (e.g. Seattle, WA labor rates are typically higher than Greenville, SC). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to \$100/hr. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a BX1880 tractor weighs 1,407lbs, an M6 tractors weighs 11,387lbs). These will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best address the logistical variances in supporting all Sourcewell members equally.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	A unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell members within our 1,100+ location dealer network. This allows for Sourcewell members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehouses (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to Sourcewell members. Additionally, have a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Kubota self-audits multiple product group's regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing accuracy. These multiple layers of self-audit and review elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Kubota proposes paying a 1.5% administrative fee of total sales less freight, assembly fees, and pre-delivery inspection fees for Kubota products only.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The solutions being proposed by Kubota are broad and encompassing of professional grounds maintenance requirements. Kubota's turnkey solutions of whole goods, equipment, attachments, accessories, and related services as they relate to grounds maintenance is well established around the world for both professionals and consumers. Kubota offers in this proposal turf management with walk-behind mowers as small as 21 inches in cutting width up to over 13 feet in cutting width using disc mowers and many various sizes in between. This solves for mower cutting jobs as small as imaginable while providing extensive cutting widths across the range of 21 inches to 13 feet. Our solutions solve for the smallest and tightest areas (zero turn mowers) in grounds maintenance in and around walkways, landscaping, lawn and garden maintenance, up through large tracts of acreage needing to be maintained. This proposal includes small walk behind mowers, small riding mowers, mid-size lawn and garden tractors, commercial zero-turn mowers in both gas and diesel. All of these products are built by Kubota and Kubota engineered for professional performance. This proposal also includes a wide variety of tractors, attachments, and accessories. These tractors range in size from 1,407lbs to 11,387lbs. This range empowers Sourcewell members with a comprehensive selection of tractors and attachments suited to their specific needs. The tractors come with a sweeping assortment of accessories and attachments. These include but is not limited to, loaders, backhoes, buckets, grapple buckets, snow blowers, sweepers, a wide range of mower decks and grass mulching and catchers, forklift attachments, straight blades, angled blades. The loaders and backhoe options in this proposal offer ground engaging ability to dig, push and move material in professional grounds maintenance. Fork lift attachments for tractors provide forklift capability for moving product as needed. Lastly, while our mowing solutions maintain small to medium land size, our land management solutions solve for maintenance of large swaths of acreage. This is done with next generation disc mowing that moves on from sickle bar mowing. Disc mowing is better suited to fine-stemmed grasses leaving a clean evenly maintained area. With our many models, sizes, and series, of disc mowers, tedders, rakes, etc., along with options, accessories, attachments, and services, this proposal is broad in scope and robust enough to support any professional grounds maintenance requirements.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Along with the many various whole goods in this proposal is a long list of attachments, accessories, options, and services. These may be referred to as subcategories. The literature provided in additional documents shows these subcategories in better detail.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Lawn and garden equipment, tools, attachments, and accessories	☒ Yes ☐ No	Full spectrum of lawn, sod, grounds, and garden equipment and tools.	*
67	Irrigation systems, equipment, parts, and related installation and maintenance services	☒ Yes ☐ No	Our solutions (ground engaging) can be used to install irrigation systems	*
68	Beach and waterfront maintenance equipment and accessories	☒ Yes ☐ No	The products we offer in our proposed solution can be used for grounds maintenance along waterfront areas.	*
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	☒ Yes ☐ No	Full assortment and wide variety of attachments and accessories for grounds maintenance as well as service and training.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Kubota produces multiple sales reports on a monthly basis including our sales volume numbers for the Sourcewell contract. Our main report is the National Accounts Month End report. This report lists all of our sales through the national accounts programs in terms of dollar volume and model mix. Kubota Executives, Middle Management and Field Sales reps review the report(s) and monitor their dealer and dealer group performance with the Sourcewell contract. We also produce a contract usage report that is sorted by Region Sales manager so that each RSM has visibility to the dealers under his responsibility that are and are not using the contract to its fullest potential. Corrective action in the form of sales training is created for underperforming dealers. Sourcewell is a specific call out line item on all National Account sales reports and is thoroughly reviewed by all levels of management for increased monthly/yearly performance.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	Serviceability in the way of after sale support for Sourcewell members is easy and robust. With an extensive dealer network across the United States and Canada waiting to support Sourcewell members, the serviceability of the solutions proposed by Kubota is comprehensive. Local dealers will provide local expertise for parts, warranty work as well as regular service internals as needed. Our dealers are experts in our products. Sourcewell members will be able to sit down with these localized experts and map out any turnkey solution needed. Every Kubota dealer is required to have a factory trained technician on staff. To support this, Kubota dealers are required to participate annually in service school training. To also help ensure a high level of serviceability for parts, Kubota has added a parts component to measuring our dealers performance. The goal is to incentivize Kubota dealers to have parts on the shelf when needed. Parts on the shelf, factory trained technicians, and local experts in the solutions in this proposal ensure a high level of serviceability and dependability waiting for Sourcewell members.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Advancements are ongoing and constant as is total operational improvement. Some examples of our advancements follow here. Kubota has developed Reverse Awareness Systems for our GR series of mowers. These advancements enhance safety when mowing in reverse. Regarding life-cycle and longevity, Kubota offers multiple year warranties as standard for many products. For products with standard one year warranty's, most all products have extended warranty's available to Sourcewell members. Another advancement is Kubota's exclusive "Swift-Tach" loaders which allow for safe and easy removal and installation. "Swift-Connect" backhoes are likewise designed and performance matched for ease and safety. Another example of an advancement is the industry-exclusive optional one-lever quick couplers found on the LX series of tractors in this proposal. Likewise is the industry-exclusive mechanical self-leveling kit for easier material handling capabilities. Kubota engines with their next generation common rail systems and electronic fuel injections are examples of advancements that improve fuel cost savings and environmental enhancement. Throughout Kubota's product offering, our products are engineered to provide durable long life that reduce down time as well as minimize lifetime costs. The previous are but a few of the product advancements that will serve Sourcewell members.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rusty Pugh, National Account Manager Municipal and New Business, Kubota Tractor Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☒	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☒	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☒	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☒	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☒	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☒	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☒	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☒	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☒	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☒	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☒	1

**AMENDMENT #1
TO
CONTRACT #031121-KBA**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Kubota Tractor Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to Sourcewell and its Participating Entities, effective April 28, 2021, through April 30, 2025 (Contract).

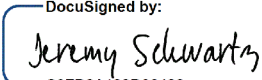
The parties wish to amend the following terms within the Contract.

1. Section 6. Participating Entity Use and Purchasing—Subsection B. Additional Terms and Conditions/Participating Addendum, of the Contract, is deleted in its entirety and replaced with the following:

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between Participating Entity and the Vendor, or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

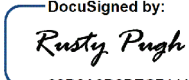
DocuSigned by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO
Date: 4/22/2022 | 11:25 AM CDT

Approved:

DocuSigned by:

By: _____
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO
Date: 4/22/2022 | 11:37 AM CDT

Kubota Tractor Corporation

DocuSigned by:

By: _____
89D8A8D8BEC744A...
Rusty Pugh, National Accounts Manager
Date: 4/22/2022 | 8:27 AM PDT



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a contract renewal (year 5 of 5) with Municipal Mosquito in an amount of not-to-exceed \$40,000 for mosquito management services for the period April 17, 2024, through April 16, 2025. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Town of Trophy Club entered into a five-year contract with Municipal Mosquito in 2020 to provide the Town's mosquito monitoring, testing, and spraying services related to the detection of West Nile Virus. Under the contract, the Town pays a flat fee of \$19,125 and per-spray fee of \$700 (on average) for when testing finds a positive West Nile Virus mosquito. This year, elevated mosquito activity has required multiple emergency treatments in various areas of Trophy Club.

Municipal Mosquito provides specialized services, and the Town is experiencing a higher volume of spraying services with persisting positive trap locations. The additional spraying services require an increase to the contract amount above the Town Manager's purchasing authority. This contract amount will cover both routine surveillance and emergency spraying to mitigate further public health risks. The not-to-exceed amount is \$40,000 covering both surveillance and emergency spraying needs during the current term of the contract, which expires on April 16, 2025. The base fee amount for testing and analysis is \$19,125, and the amount anticipated for spraying services is \$17,500.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The total contract amount of \$40,000 is split between two fiscal years. The Town has sufficient funding for this amount in the FY 2024 and FY 2025 Budgets. Funding is provided in the Storm Drainage Utility Fund Budget.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Municipal Mosquito Contract
2. Municipal Mosquito 20204 Renewal

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate

and execute a contract renewal (year 5 of 5) amount of not-to-exceed \$40,000 with Municipal Mosquito for mosquito management services for the period April 17, 2024 through April 16, 2025.

Contract for Mosquito Management Services

Town of Trophy Club, Texas



TDA SPCS 0666439
TDA 0714984

P.O. Box 831863
Richardson, Texas 75083

Office: 214-612-8044

Email: Info@MunicipalMosquito.com

www.MunicipalMosquito.com

Licensed and Regulated by: Texas Department of Agriculture P.O. Box 12847 Austin, TX 78711-2847 Phone (866) 918-4481, Fax (888) 232-2567

1136560100

Contract for Mosquito Management Services – Page 1

THIS CONTRACT IS ENTERED BY AND BETWEEN THE TOWN OF TROPHY CLUB, TEXAS "TOWN" AND PRP SERVICES, L.L.C. d/b/a MUNICIPAL MOSQUITO "MUNICIPAL MOSQUITO", HEREINAFTER THE "CONTRACT." WITHIN THIS CONTRACT, TOWN OR MUNICIPAL MOSQUITO MAY BE REFERRED TO INDIVIDUALLY AS "PARTY" OR COLLECTIVELY AS "PARTIES."

1. RETENTION OF SERVICES Town hereby retains Municipal Mosquito to provide Mosquito Management Services for the Town mosquito control program. Municipal Mosquito shall provide Comprehensive Mosquito Management Services per the Scope of Work attached as "Attachment A" which is incorporated for all purposes herein. Municipal Mosquito shall be compensated for those Comprehensive Mosquito Management Services by the Town according to the Fee Schedule attached as "Attachment B" which is incorporated for all purposes herein. Municipal Mosquito shall further be available to provide those Contingent Mosquito Management Services identified on the Scope of Work at the rates identified in the Fee Schedule upon request by Town in compliance with the terms of the Contract.

2. TERM, SERVICE TERM, RENEWAL, AND TERMINATION

2.1 **TERM** This Contract is for a 12-month term beginning on the date the Contract is finally executed by both Parties, herein the "Effective Date."

2.2 **SERVICE TERM** Mosquito Season in North Texas is considered as May 1 through October 31, herein the "Service Term" of this Contract. Municipal Mosquito shall provide Comprehensive Mosquito Management Services as described in the Scope of Work throughout the Service Term. Municipal Mosquito shall be available to perform Contingency Mosquito Management Services, as described in the Scope of Work, at the will and direction of the Town and according to the Fee Schedule.

2.3 **CONTRACT RENEWAL** Upon completion of the initial 12-month contract term, this Contract may be extended by subsequent agreement of both Parties for four (4) additional twelve month periods for a total of sixty (60) months. Contract renewal implies adherence to the same terms, conditions, and pricing unless agreed upon in writing by both Parties in a duly authorized contract amendment.

2.4 **TERMINATION** In the event of a perceived breach of this Contract by either Party, the non-breaching Party shall provide written notice to the breaching Party with fifteen days opportunity to cure or resolve the perceived breach. The Town and/or Municipal Mosquito may then terminate this Contract for any reason, or no reason, with thirty (30) days written notice to the other Party. Termination of this Contract by the Town shall not waive any other rights or warranties available to the Town at law or in equity.

3. LOCATION DESCRIPTION The services which are described in this Contract shall be strictly limited to the geographic area which is commonly known as being within the corporate limits of the Town, the Counties of Denton and Tarrant, and the State of Texas. Municipal Mosquito shall not be required by the terms hereof to render the herein before described services in any geographic location not situated within the confines of the area designated above.

4. CONDITIONS OF PROPOSED SERVICES

4.1 **LIABILITY AND INDEMNITY** MUNICIPAL MOSQUITO SHALL INDEMNIFY TOWN AND ITS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, CAUSED BY OR RESULTING FROM THE DIRECT ACT OF MUNICIPAL MOSQUITO IN THE COURSE OF THE PERFORMANCE OF THIS CONTRACT AND, ON THE CONDITION THAT ANY SUCH CLAIM WHICH MAY BE ASSERTED: (1) ARISES FROM BODILY INJURY, INCLUDING DEATH; (2)

ARISES FROM THE DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY; AND (3) IS CAUSED IN WHOLE OR IN PART BY AN INTENTIONAL OR GROSSLY NEGLIGENT ACT OR OMISSION OF MUNICIPAL MOSQUITO. LIABILITY FOR ANY ACTION OF MUNICIPAL MOSQUITO SHALL BE LIMITED TO THE INSURANCE COVERAGE WHICH IS PROVIDED BY MUNICIPAL MOSQUITO PURSUANT TO THE TERMS AND CONDITIONS HEREOF, AND WHICH SHALL BE AGREED UPON IN ADVANCE OF THE EFFECTIVE DATE AND SHALL NOT CHANGE DURING THE SERVICE TERM UNLESS AGREED IN WRITING BY THE PARTIES. IT IS ACKNOWLEDGED AND AGREED BY THE PARTIES THAT ANY LIABILITY OF MUNICIPAL MOSQUITO IN CONNECTION WITH THE SERVICES TO BE RENDERED HEREUNDER SHALL NOT INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES BASED ON ANY LOST SALES OR PROFIT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

4.2 **WARRANTIES** Municipal Mosquito warrants that during the period of time any services shall be rendered by Municipal Mosquito to Town, Municipal Mosquito will have in full force and effect the insurance coverage as required by the Town. Municipal Mosquito shall provide certificates of insurance to Town upon request therefore, Municipal Mosquito warrants that, in the course of rendering the services which it is to perform hereunder, it will exercise, in its performance of said services, the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. Other than the foregoing warranties, Municipal Mosquito makes no express or implied warranties, including without limitation, any expressed or implied warranties of merchantability or fitness for a particular purpose.

4.3 **DISCLAIMERS** Municipal Mosquito has not been engaged to perform any procedure(s) which would result in the eradication of the mosquito population in any particular area. Mosquito remediation is an imprecise science and results are affected by many conditions which are outside the control of Municipal Mosquito. Accordingly, Municipal Mosquito disclaims any warranty, representation or guarantee, of any type, regarding: (1) the absence or existence of mosquito-borne diseases, in or adjacent to the known mosquito habitats in the Proposed Area; (2) the probability of any human or animal contracting any mosquito borne disease or infection, either before, during or after the completion of the services to be rendered by Municipal Mosquito hereunder; and (3) Municipal Mosquito cannot guaranty the outcome or effectiveness of any Mosquito Management Services performed under the Contract.

4.4 **INDEPENDENT CONTRACTOR** The Parties acknowledge and agree that neither Municipal Mosquito nor any member of its staff is an agent, employee, or representative of Town in connection with the services to be performed hereunder. Rather, Municipal Mosquito is an independent contractor in connection with the services to be performed hereunder. As an independent contractor, Municipal Mosquito shall be responsible for employing and directing such personnel and agents as it may require from time to time in connection with the performance of the services to be rendered hereunder. Municipal Mosquito shall exercise complete authority over members of its staff and its agents and shall be fully responsible for their actions. Municipal Mosquito acknowledges that neither it nor any member of its staff is entitled to unemployment insurance benefits or workers' compensation benefits from Town, its elected officials, agents, or any program administered or funded by Town.

5. **PAYMENT** Payment for Comprehensive Mosquito Management Services shall be due within thirty (30) days of the Effective Date. Payment for all Contingent Mosquito Management Services shall be due within thirty (30) days of receipt of invoice by Municipal Mosquito by Town. Payment which is not received on a timely basis shall be subject to interest at statutorily stated rates.

6. **REQUEST FOR CONTINGENT SERVICES** To request performance of Contingent Mosquito Management Services Town shall send a request in writing to Municipal Mosquito and, upon receipt of a written proposal by Mosquito Management for performance of such services, Town shall reply in writing approving such charges. Town acknowledges and accepts that Municipal Mosquito does its

best to estimate charges for Contingent Mosquito Management Services in advance, but that Municipal Mosquito cannot guarantee the final price for any Contingent Mosquito Management Services.

7. MISCELLANEOUS

7.1 AUTHORITY TO EXECUTE CONTRACT The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. Town agrees to provide Municipal Mosquito proof of authority to enter the Contract upon request, and to notify Municipal Mosquito of any change in such authority to act.

7.2 NOTICE Where the terms of this Contract require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Town:	To Contractor:
Town of Trophy Club Attn: Town Manager 1 Trophy Wood Drive Trophy Club, Texas 76262	Municipal Mosquito Attn: Patrick Prather P.O. Box 831863 Richardson, Texas 75083

7.3 ASSIGNMENT This Contract is not assignable without the prior written consent of Town.

7.4 ENTIRE CONTRACT, AMENDMENT This Contract represents the entire and integrated Contract between the Town and Municipal Mosquito and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by a written instrument signed by both Town and Municipal Mosquito.

7.5 APPLICABLE LAW The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. This Contract shall be performable and all compensation payable in Dallas County, Texas. Venue and exclusive jurisdiction under this Contract lies in Dallas County, Texas.

7.6 SEVERABILITY If any clause, paragraph, section or portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the Parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Contract initially.

7.7 CONSIDERATION This Contract is executed by the Parties hereto without coercion or duress and with substantial consideration, the sufficiency of which is hereby acknowledged.

7.8 REPRESENTATION Each signatory representing this Contract has been read by the party for which this Contract is executed and that such party has had an opportunity to confer with its counsel.

7.9 WAIVER Waiver or any breach of this Contract by either party, or the failure of either party to enforce any of the provisions of this Contract, or the failure of either party to enforce any of the provisions of this Contract, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance of the Contract.

7.10 **MISCELLANEOUS DRAFTING PROVISIONS** This Contract shall be drafted equally by all Parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Contract are for the convenience of the Parties and are not intended to be used in construing this document.

7.11 **COUNTERPARTS** This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8. **ACCEPTANCE OF CONTRACT** Municipal Mosquito, pursuant to the terms and conditions set forth above, proposes to provide services within the Scope of Work to Town at the rates set forth in the Fee Schedule. To accept this Contract, Town shall: (1) provide Municipal Mosquito proof of authority to enter the Contract on behalf of Town, and (2) return a fully executed copy of the Contract, intact, to Municipal Mosquito at the address indicated hereon.

IN WITNESS THEREOF, the Authorized Representatives have executed this Contract on the dates written below.

Authorized Representative of the Town of Trophy Club, Texas

Signature Wade L. Carroll Title Assistant Town Manager

Print name Wade L. Carroll Date 4/15/2020

Witness Johnny Uzje

Accepted by PRP Services, L.L.C. d/b/a Municipal Mosquito

By _____ Title _____

Date _____

The acceptance of this Contract is not valid until it is countersigned by Municipal Mosquito and returned to the Town of Trophy Club, Texas.

ATTACHMENT A

SCOPE OF WORK

Municipal Mosquito shall provide Comprehensive Mosquito Management Services through the Service Term and as described in Sections I through V of this Scope of Work. Municipal Mosquito shall be available to provide Contingent Mosquito Management Services through the Service Term and as described in Sections VI through IX of this Scope of Work. All services provided under this Scope of Work shall be governed by the Fee Schedule set forth in Attachment B.

COMPREHENSIVE MOSQUITO MANAGEMENT

I. CONSULTING, REPORTING, AND EDUCATION

a. **Fee Specifications** The Consulting, Reporting, and Education fee is a fixed rate price for all consulting, reporting, and education during the annual contract term. This fee and signed Contract are due by April 1st to preserve the pricing and Scope of Work that have been defined.

b. **Consulting** Municipal Mosquito annually generates terrain maps, current street maps, digital route maps, and consultation with Town staff for information and history regarding mosquitoes, sites, populations, species, and locations prior to initiating any treatment services.

c. **Reporting** Municipal Mosquito shall provide written and digital documentation of all services provided to Town and retain application records as directed by Texas Department of Agriculture Structural Pest Control Service (TDA/SPCS) and TCEQ NPDES.

d. **Education** Municipal Mosquito will assist Town staff during town hall, public, town council, and similar public education and outreach meetings. Municipal Mosquito will also brief the Town Council as requested.

II. LARVAL SURVEILLANCE AND CONTROL

a. **Site Inspection** Routine individual inspections will be conducted monitoring all of the previously mapped and newly found potential larval mosquito development sites. Continual revision and updating of maps and sites are ever evolving and are a key part of tracking an effective mosquito control program.

b. **Larvacide Application** When appropriate and necessary, applications will be made of appropriately labeled larvicidal materials at U.S. EPA approved labeled dosage rates. Mapping of treated sites and documentation to meet state requirements will be provided to the Town.

c. **Catch-basin Inspection** Should citizen complaint, surveillance data, landing rate counts, or other information give cause, Municipal Mosquito will inspect open-street storm-water catch basins in residential areas for the presence of mosquito larval development. These catch basins have been shown in some areas to be a significant source of mosquito production in residential areas. If indeed these catch basins are producing significant numbers of mosquitoes, Municipal Mosquito will make appropriate larval control applications to the catch basins.

d. **Larval Service Quality Control** Municipal Mosquito will conduct seven to fourteen days elapsed time spot-check of previously treated sites and re-inspection and retreatment, as appropriate, following large irrigation or rain events.

III. ADULT MOSQUITO SURVEILLANCE

a. **Reiter Gravid Trap Surveillance** This trap selects toward gravid, or egg laden, *Culex* spp. female mosquitoes. Gravid female mosquito surveillance is crucial since these female mosquitoes have taken a blood meal to develop eggs and are potentially infected with West Nile virus. Service will be weekly, with placement of a minimum of **THREE** Gravid Traps, for surveillance of the adult *Culex* mosquito population. Mosquito samples will be identified to species at our laboratory and delivered to Municipal Mosquito's local, third party, and private laboratory for real-time RT-PCR virus testing.

IV. DISEASE TESTING

a. **West Nile Virus** Municipal Mosquito's local third party laboratory confirms presence of mosquito borne WNV utilizing real time RT-PCR technology with results available within 24 to 48 hours. Test results are forwarded to Municipal Mosquito, compiled, and made available to Town for disease response planning. Assay materials are archived onsite at the Laboratory facility so confirmation testing may be completed if directed. Dead and live bird testing is also available for an additional fee through the same laboratory.

V. MISCELLANEOUS

a. **Response Guarantee** Municipal Mosquito guarantees a next business day response time for larval control and surveillance service requests. Adult Mosquito Control service requests are guaranteed 48 hours from time of notification for commencement of control operations.

b. **Private Property Access** For all mosquito related activities, The Town will obtain and/or furnish right-of-access on any Non-Town-owned project site for Municipal Mosquito to perform any requested inspections, tests, surveillance, application, or investigation in relation to the Scope of Services. Municipal Mosquito will take reasonable precautions to avoid and/or minimize damage to the personal or real property in the performance of such inspections, tests, surveillance, applications, or investigations.

CONTINGENCY MOSQUITO MANAGEMENT

Should mosquito activity or disease dictate and/or the Town request, Municipal Mosquito will provide Contingency Mosquito Control services described in sections VI through IX of this Scope of Work. Any Contingency Mosquito Management services will be performed as directed and in accordance with the provisions of this Contract, this Scope of Work, and the Fee Schedule.

VI. LARVAL CONTROL SERVICES

a. ***Aedes aegypti* and *Aedes albopictus* Specific Larvaciding Service** Larval mosquito inspection and control application is a different process for *Aedes aegypti* and *Aedes albopictus* mosquitoes due to small container and cryptic larval development sites often in close proximity to residential structures. Should intensive larval control become necessary due to an imported or locally transmitted emerging arbovirus, an hourly rate will be applied to the larval control field operations. Larval control may be performed through hand larvaciding or via liquid larvaciding through mist/ULV applicators. Access to private property is sometimes necessary for these larvaciding services. The Town shall make Code Enforcement and/or Environmental officers available to assist Municipal Mosquito personnel with private property inspections.

b. **Mosquito Minnow Stocking** For accessible public property areas located within the Town, larval mosquito inspection and needed application is included as part of the Comprehensive Service Contract. At some time during the mosquito season, introduction of mosquito minnows, or

Gambusia affinis, may be required at certain standing water locations around the town. After minnows are introduced to a location, Municipal Mosquito staff will periodically inspect to ensure populations are increasing and maintaining control of the larval mosquito populations. While these fish are very hardy and typically adapt well to new environments, no guarantee is made or implied regarding minnow survivability.

VII. ADULT MOSQUITO SURVEILLANCE

a. **BG Sentinel Trap Surveillance for Emerging Arbovirus Vectors** *Aedes aegypti* and *Aedes albopictus* adult mosquitoes are involved in vectoring many known and emerging arboviruses such as Zika virus and Dengue. The BG Sentinel trap works differently than the Reiter Gravid trap and is designed to mimic human respiration selectively attracting *Aedes spp.* mosquitoes. Municipal Mosquito will set and collect BG Sentinel traps, at the Town's direction. These traps will be used to ascertain population densities of disease vector species. Trap catch information will be used to help determine disease response strategies and trapped mosquitoes may be tested for disease utilizing real-time RT-PCR.

VIII. DISEASE TESTING

a. **Emerging Arbovirus Disease Testing** Municipal Mosquito's local third party laboratory confirms presence of mosquito borne Zika virus, Chikungunya virus, Dengue virus, and other emerging arboviruses through real-time RT-PCR technology with results available within 24 to 48 hours. Test results are forwarded to Municipal Mosquito, compiled, and made available to Town for disease response planning. Assay materials are archived onsite at the Laboratory facility so confirmation testing may be completed if directed.

IX. ADULT MOSQUITO CONTROL

a. **Pre-Treatment Operational Procedures** Municipal Mosquito will follow strict integrated mosquito management guidelines and will only adulticide when authorized by the Town and legally allowable according to product labeling. All adult mosquito control applications will be made only after written permission is obtained from the Town and Town staff shall notify Municipal Mosquito at least 24 hours prior to altering any previously agreed upon schedule(s).

b. **Product** Municipal Mosquito currently utilizes a water based synergized permethrin formulation for Ultra Low Volume ("ULV") adult mosquito applications and recommends mid-level labeled application rate of active ingredient per acre. Other materials, application rates, and chemical classes may be utilized for specialty applications. Town must advise Municipal Mosquito regarding the desired application rate at least 24 hours in advance of any requested fogging services.

c. **Adult Mosquito Control Equipment** For street level and off-road UTV Mounted applications, Municipal Mosquito primarily utilizes industry standard ULV fogging equipment. For focused application techniques, Municipal Mosquito utilizes backpack ULV/misting machines and/or handheld Thermal Foggers from various manufacturers. During any adult mosquito application, technicians will record various events that occur during the application sequence; i.e. operator and/or vehicle identification, ground speed, "No Spray Zones", type of insecticide, total insecticide dispensed, and total area or distance treated. Municipal Mosquito application equipment is annually calibrated and analyzed for proper droplet pattern to insure correct operation and application.

Note: All defined terms within the Contract are hereby incorporated to this Attachment.

ATTACHMENT B

FEE SCHEDULE

Payment for all Comprehensive Mosquito Management Services and Contingent Mosquito Management Services shall be made based on the following fee schedule and upon the terms set forth in Section 5 of the Contract.

<u>Service Provided</u>	<u>Item Price</u>
COMPREHENSIVE MOSQUITO MANAGEMENT	PER ANNUM
Consulting, Reporting, And Education Fee	\$800.00 per annum
Comprehensive Contract Fee The Town agrees to pay to Municipal Mosquito as consideration for the rendition of Comprehensive Mosquito Management services as described in Attachment A Sections I through V. The Service Term for Comprehensive Contract Services is the mosquito season of May 1 through October 31. The Comprehensive Contract Fee shall be billed at the time of Contract signature and due within thirty days.	\$18,375.00 per annum

<u>Service Provided</u>	<u>Item Price</u>
CONTINGENCY MOSQUITO MANAGEMENT	AD HOC
LARVAL CONTROL SERVICES	
<i>Aedes aegypti</i> and <i>Aedes albopictus</i> Specific Larvaciding Service Inspection Based Hand Larvaciding	\$190.00 per hour
UTV Mounted Liquid Larviciding** -street level, alley, utility easement	\$185.00 per 0.25 (1/4) linear mile
Back-pack Liquid Larviciding** -any area inaccessible to vehicles or where small-scale application is needed **liquid larvaciding is an alternative means of delivering larval control materials from easements and alleys to backyards and cryptic breeding sources. This alternative delivery becomes necessary when physical access to private property (backyards) is difficult to obtain.	\$300.00 per 0.10 (1/10) linear mile
Mosquito Minnow Stocking	\$150.00 per location

ADULT MOSQUITO SURVEILLANCE	
BG Sentinel Trap Surveillance -emerging arbovirus vectors -trap set, collection, and identification	\$210.00 per trap-set event
DISEASE TESTING SERVICES	
Emerging Arbovirus Disease Testing	\$50.00 per test pool of 50 mosquitoes
ADULT MOSQUITO CONTROL	
Truck Mounted ULV Fogging - mid-label rate of application - water-based synergized permethrin product	\$42.00 per <u>one</u> linear mile
UTV Mounted ULV Fogging - mid-label rate of application - water-based synergized permethrin product	\$200.00 per <u>one</u> linear mile
Backpack ULV Fogging -maximum rate of application Backpack Residual Mist -small scale application to areas inaccessible to vehicle	\$175.00 per <u>0.25</u> (1/4) linear mile at
Thermal Fogging - maximum rate of application	\$250.00 per <u>0.25</u> linear mile
Residual Barrier Spray - residual application for heavy vegetation areas	\$80.00 per <u>200</u> linear feet
MONTHLY COMPREHENSIVE SERVICES EXTENSION	
Monthly Comprehensive Services Extension The Comprehensive Mosquito Management Services may be performed, if requested, outside of the contracted Service Term as requested, utilizing the following criteria. 1) Comprehensive Mosquito Management shall occur during any extension periods and as described in Attachment A of this Contract. 2) If dictated by environmental factors and mosquito activity, additional Comprehensive Management Services shall be available for the months of March, April, and/or November. Should the Town engage extended Comprehensive Management services during any of these "extra" months, the Town shall make a written request to render Comprehensive Management Services throughout the specified month(s). Upon signature of the Comprehensive Management Services Extension, the service fee shall be invoiced and payable within thirty days.	\$2,750.00 per month

Note: All defined terms within the Contract are hereby incorporated to this Attachment.



April 1, 2024

Town of Trophy Club
ATTN: Community Development
1 Trophy Wood Drive
Trophy Club, TX 76262

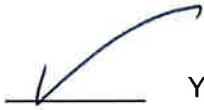
RE: Annual Contract: Mosquito Management Services
Effective Date through April 16, 2024

To Whom it May Concern:

Municipal Mosquito desires to renew the above referenced contract, as described and allowed in Section 2.3 of the contract extension. This fourth of four renewals will be for an additional one-year period, through April 16, 2025, and is consistent with the same terms and conditions as outlined in Attachment "A" of the Management Services Agreement executed April 16, 2020.

The Exhibit "A" Comprehensive Service Fee for 2024 remains at \$18,375.00. The Meeting, Reporting, and Education Fee also remains at \$800.00 for 2024.

If you are in agreement with this one-year renewal, please endorse below and return, via email, at patrick@municipalmosquito.com.



Yes, I agree to renew the above referenced contract as detailed above.

No, I do not want to renew the above referenced contract.

Cordially,



Patrick Prather
Executive Director

Acknowledged and Approved:



By:

Kevin O'Dell
Town of Trophy Club
Street Superintendent

www.MunicipalMosquito.com
214-612-8044



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Denise Deprato, Director of Human Resources

AGENDA ITEM: Consider a resolution approving the Human Resources Policies and Procedures Manual, the Leave Administration Policy, and the Prohibited Technology Policy; and authorizing the Town Manager to make ministerial revisions as necessary. (Denise Deprato, Director of Human Resources)

BACKGROUND/SUMMARY: The Human Resources Policy and Procedure Manual (Exhibit A) outlines the Town Council's established directives for various employee-related matters, including Human Resources administration, standards of conduct, employee benefits and leave policies. Staff recommends the following updates to enhance the Manual:

1. **Telework:** Reduce the number of months an employee needs to be employed with the Town from six months to three months.
2. **Retiree Health:** Revise the eligibility criteria for Retiree Medical benefits and reduce the retiree contribution from 195% to 100% of the monthly premium.
3. **Parental Leave Pay:** Introduce Parental Leave Pay of up to 80 hours for all full-time, benefit-eligible employees for the birth or placement of their child.
4. **Executive Leave:** Allocate 40 hours of Executive Leave to Department Directors.

As the Town transitions to a new, comprehensive policy and procedure template, the Human Resources Policy and Procedure Manual will undergo a thorough review and update over the next year. The Leave Administration Policy (Exhibit B) has been updated and reformatted to align with the new template. This updated policy includes the addition of Veteran's Day as a holiday, as approved by the Council on August 26, 2024, along with administrative clarifications, policy and procedure separations, and form updates.

In accordance with Texas SB 1893, staff proposes a Prohibited Technology Policy (Exhibit C) for your consideration. This policy outlines specific directives regarding the prohibited use or installation of Covered Applications, such as TikTok, on all Town-owned or leased devices, including cell phones, tablets, desktops, laptops, and other internet-capable devices.

Additionally, staff requests authorization for the Town Manager to make ministerial revisions to the Human Resources Policy and Procedure Manual. Ministerial revisions will address administrative clarifications or corrections without affecting fiscal implications or significant operational changes.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: All financial costs associated with the proposed changes are covered in the approved FY 2025 Budget.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution
2. Exhibit A - HR Policies Procedures Manual
3. Exhibit B - Leave Administration Policy
4. Exhibit C - Prohibited Technology Policy

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution approving the Human Resources Policies and Procedures Manual, the Leave Administration Policy, and the Prohibited Technology Policy; and authorizing the Town Manager to make ministerial revisions as necessary.

**TOWN OF TROPHY CLUB
RESOLUTION NO. 2024-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS APPROVING THE HUMAN RESOURCES, POLICY AND PROCEDURE MANUAL, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “A” AND THE LEAVE ADMINISTRATION POLICY, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “B”; AND THE PROHIBITED TECHNOLOGY POLICY, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “C”; AND AUTHORIZING THE TOWN MANAGER TO MAKE MINISTERIAL REVISIONS TO THE HUMAN RESOURCES POLICY AND PROCEDURE MANUAL.

WHEREAS, the Town of Trophy Club Human Resources Policy and Procedure Manual, the Leave Administration Policy, and the Prohibited Technology Policy outlines the Town Council’s established directive for various employee related matters; and

WHEREAS, the Town Council is dedicated to maintaining a competitive employee benefit packet to retain and recruit highly qualified employees, and

WHEREAS, the Texas Senate Bill (SB) 1893 requires all government agencies to establish a policy prohibiting the use or installation of Covered Applications, such as TikTok, on all Town owned or leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

WHEREAS, the Town Council recognizes the need for the Town Manager to make ministerial revisions to the Human Resources Policy and Procedure Manual, the Leave Administration Policy, and the Prohibited Technology Policy to address administrative clarifications and corrections.

WHEREAS, upon consideration, the Town Council finds and determines it to be in the best interests of the Town to adopt Exhibit “A, B, and C” as the Town’s Human Resources Policy and Procedure Manual, the Leave Administration Policy, and the Prohibited Technology Policy, and

WHEREAS, upon consideration, the Town Council finds and determines it to be in the best interests of the Town to authorize the Town Manager authority to make ministerial revisions to the Human Resources Policy and Procedures Manual, the Leave Administration Policy, and the Prohibited Technology Policy.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB;

Section 1. That the Town Council has reviewed the Human Resources Policy and Procedures Manual, the Leave Administration Policy, and the Prohibited Technology Policy, and hereby adopts the said policies set forth in Exhibit “A, B, and C” a copy of which is attached hereto and incorporated herein in its entirety.

Section 2. That the Town Council hereby authorizes the Town Manager to make ministerial revisions to the Human Resources Policy and Procedures Manual the Leave Administration Policy, and the Prohibited Technology Policy; and that such ministerial revisions shall be made available to the Town Council within 15 days that such revisions are made.

Section 2. That this Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas on this 14th day of October 2024.

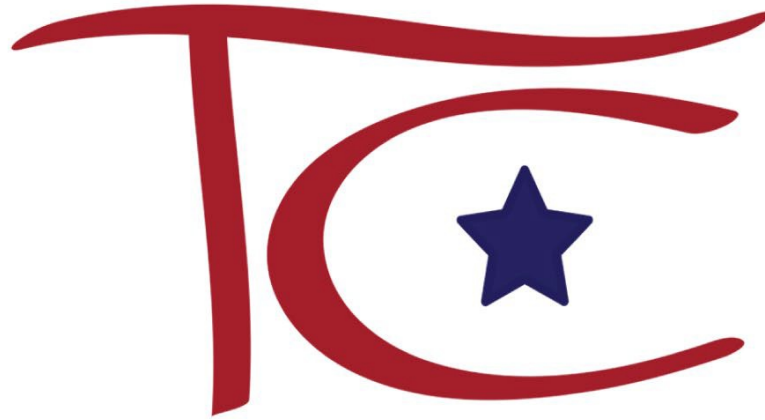
Janette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney



TOWN OF
TROPHY CLUB
**HUMAN RESOURCES
POLICIES & PROCEDURES
MANUAL**

REVISED January 5, 2024

DRAFT October 14, 2024



TOWN OF TROPHY CLUB HUMAN RESOURCES POLICIES & PROCEDURES MANUAL

The policies and procedures set forth in this Human Resources Policies & Procedures Manual are general guidelines only and none of its provisions are binding or contractual in nature. ***It is understood that employment with the Town of Trophy Club (Town) is “at-will,” meaning that my employment may be terminated at any time, with or without cause, or without notice, by either the Town or the employee.***

This Policies & Procedures manual does not guarantee employment for any specific period of time. Either the Town or the employee may end this relationship at any time, with or without cause, notice, or reason. No director, supervisor, or representative other than the Town Manager has the authority to enter into any agreement guaranteeing your employment for any specific period of time or to make any written or oral promises, agreements, or commitments contrary to this policy. Further, any employment agreement entered into by the Town Manager will not be enforceable unless it is in writing and approved by the Town Council.

This Human Resources Policies & Procedures Manual replaces and supersedes all other Town personnel practices, policies, and guidelines.

I acknowledge receiving the Human Resources Policies & Procedures Manual. I clearly understand that this does not create a contract for employment with the Town, and that the Town may change or modify the policies and procedures found in this manual at any time. ***I also understand any violations of the policies set forth in this manual are subject to disciplinary action up to and including termination.***

Nothing in this Manual is to be construed to create a contract between the Town and its employees or create a contractual entitlement to any benefit. Any benefit provided in this Manual may be modified or withdrawn at any time without notice, except as provided by federal or state laws.

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101.00 HUMAN RESOURCES ADMINISTRATION AUTHORITY

101.01 POLICY/PURPOSE

- A. This Human Resources Policies & Procedures Manual provides statements of policy and procedure, and establishes required procedures relating to Human Resources administration that are necessary to effectively and efficiently manage Town operations. It is issued under the authority of the Town Manager. Nothing herein shall be construed by anyone as a contract of employment. These Policies and Procedures are guidelines, which the Town Council may change, alter, suspend, and/or interpret at any time, with or without advance notice. Any questions concerning the interpretation or applicability of the following policies and procedures should be referred to Human Resources.
- B. With the exception of matters reserved by state law or the [Home Rule Charter](#) to the Town Council, the general and final authority for personnel administration rests with the Town Manager.

101.02 THE TOWN

- A. The Town of Trophy Club policy administration demands discharge of duties above the minimum standards of criminal and civil responsibility. The provisions of this Manual create high standards of conduct so that training and performance can be aimed at the highest levels and may, in appropriate cases, serve as the basis for internal discipline even though they are not intended for civil or criminal proceedings
- B. The term “*Town*” as used herein is a designation utilized to indicate the Town of Trophy Club, Texas, acting in its capacity of Employer.
- C. The Town of Trophy Club is a home rule municipality with a “Council-Manager Government.” The Town Council consists of a Mayor and six members of the Town Council elected at large for three-year terms. Under the council-manager form of government, all powers of the Town are vested in the elected council who enacts legislation, adopts budgets, determines policies, and appoints the Town Manager, who is charged with executing the laws and administering the government of the Town.

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101.03 ADMINISTRATION

- A. **Town Manager.** The Town Manager is designated as the chief operations officer and the head of the administrative branch of the Town government, responsible to the Town Council for the operations and administration of all the affairs of the Town, including the hiring, and when necessary for the welfare of the Town, removal of any employee, in conformity with the provisions of the Town's Human Resources policies and procedures, charter, and other applicable law.
- B. **Town Attorney.** The Town Attorney shall be the legal adviser of, and attorney for, all of the offices and departments of the Town, and he or his designee shall represent the Town in all litigation and legal proceedings; provided, that the Town Attorney may retain special counsel at any time he/she deems appropriate and necessary in accordance with the constraints of the budget. The Town Attorney shall perform other duties as prescribed by Town Charter, by ordinance, or as directed by the Council.
- C. **Human Resources.** Human Resources is responsible for the administrative function of the Town Human Resources Department and oversight of the Human Resources Policies and Procedures in cooperation with department directors and managers.

101.04 MANAGEMENT AUTHORITY

Town Management possesses the sole authority to administer Town operations and administrative matters handled by Town employees. Management authority includes, but is not limited to, the following activities:

- A. Discipline, discharge, or release of employees pursuant to the policies and procedures described in this Manual;
- B. Direct the work forces;
- C. Hire, assign, or transfer employees;
- D. Determine the mission of Town departments;
- E. Determine the methods, means, and allocation/assignment of personnel needed to carry out the Town's mission;
- F. Introduce new or improved methods or facilities, or change such;
- G. Determine reasonable work schedules and establish the methods and processes by which such work is performed;
- H. Require the performance of duties stated and intended in job descriptions, with the understanding that every duty is not always specifically described;

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- I. Determine position availability by:
 - 1. Authorizing lateral reassignments;
 - 2. Classifying police and/or fire positions as civilian or uniformed, as needed;
 - 3. Freezing, hiring, and promoting;
 - 4. Authorizing delay in filling positions due to budget, facilities, or other business necessity directly related to the delay; or
 - 5. Authorizing temporary assignment into a vacancy; and
- J. Delete positions, reclassify positions, and/or reassign employees to different positions with different classifications and/or pay as required by business necessity.

101.05 HUMAN RESOURCES POLICIES & PROCEDURES MANUAL

- A. **Scope.** The provisions of this Manual apply to all employees of the Town of Trophy Club both on and off duty, unless otherwise indicated, restricted by proper authority, or limited by law.
- B. **Not a Contract.** Nothing contained in this Policies & Procedures Manual is intended to nor does it create a contract of employment for any specific duration. I understand and agree that my employment can be terminated with or without cause and with or without notice at any time at the option of either me or the Town. This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the Town Manager.
- C. **Changes.** The Town reserves the authority to modify, revoke, suspend, interpret, terminate, or change any or all of the provisions of this Manual at any time. Except in case of an emergency, employees will be given five (5) days written notice of any change.
- D. **Titles.** Titles used shall not govern, limit, modify, or affect the scope of meaning or intent of any provision.
- E. **Validity.** Any statement in a directive found to be illegal, incorrect, or inapplicable shall not affect the validity of the remaining contents.

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- F. **Department Policies/Standard Operating Procedures.** Individual departments, with approval from the Town Manager and the review and consent of Human Resources, and Town Attorney's Office may develop additional Human Resources administration policies and procedures that are required for the department's operations. Any department policy or procedure that, because of operational necessity, is inconsistent with the provisions of this Manual must be approved in writing by Human Resources, Town Attorney's Office, and Town Manager's Office. A copy of Department Policies/Standard Operating Procedures must be provided to Human Resources prior to implementing.

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102.00 HUMAN RESOURCES RECORDS

102.01 POLICY/PURPOSE

This Policy provides basic information regarding the Town's Human Resources recordkeeping.

102.02 FILE CONTENTS/SECURITY/RETENTION

- A. The basic HR file maintained in Human Resources may include, but is not limited to, correspondence, performance evaluation ratings, disciplinary actions, and changes in personal information, position, or official status.
- B. Employees are required to notify the Human Resources Department, by completing a Change of Information Form when there is a change in name, address, telephone number, marital status, number of dependents, military status, person to notify in case of accident or emergency, or beneficiary assignment of any employee benefits plan.
- C. All paper-based documents relating to the Town's HR record system are kept in secure, locked files in Town Hall. Medical records, benefits, and personal information are kept in separate, locked files in Town Hall. All HR files and records must remain in Town Hall at all times until archived pursuant to the Town's Records Retention Schedule.
- D. An employee of the Town who objects to material in the employee's HR file on the grounds that it is inaccurate or misleading may file a statement relating to the material that will be placed in the employee's file.

102.03 FILE ACCESS/RELEASE OF INFORMATION

- A. **HR Files.** HR files of Town employees may be viewed as follows:
 - 1. By an employee, or his/her designated representative;
 - 2. By a Town employee having immediate Supervisory authority over the employee, or a Human Resources representative; and
 - 3. Otherwise as may be required by law.

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B. **Medical Information.** The Town may request certain medical information from Town employees for purposes such as:

1. Workers' compensation claims;
2. FMLA requests;
3. ADA accommodations;
4. Wellness programs;
5. Health insurance; and
6. Responding to government officials investigating compliance with federal and/or state laws.

Medical information will be maintained in a separate medical file, apart from an employee's personnel file.

C. **Personal Protected Information and Benefits Information**

1. All personal protected information and benefits information will be kept in a separate file from the HR Employee file.
2. Information in the file may be viewed as outlined in Section 102.03 (A).

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103.00 CONFIDENTIALITY OF INFORMATION POLICY

103.01 POLICY

In the course of performing their duties, employees may have access to or gain knowledge of confidential information, i.e., information that is not otherwise available to persons outside the Town.

Employees are hereby notified that confidential information learned while performing their duties may not be discussed at any time with any person under any circumstances, unless an employee needs to do so in order to carry out his or her job duties. If an employee is concerned about possible leaking of such information, they must discuss such concern with their Department Head, or in the event of a conflict, with another Department Head not in their immediate chain of command.

Misuse or unauthorized disclosure of such confidential information is cause for disciplinary action, up to and including termination of employment.

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104.00 HIPAA - LAW ENFORCEMENT GUIDANCE

104.01 POLICY

- A. The HIPAA Privacy Rule (the “Rule”) is designed to protect an individual’s privacy while allowing important law enforcement functions to continue. The Rule permits covered entities to disclose protected health information (“PHI”) to law enforcement officials, without an individual’s written authorization, under the specific circumstances summarized below.

“Covered entities” include the following:

1. Health plans;
 2. Health care clearinghouses; and
 3. Health care providers who conduct certain financial and administrative transactions electronically. These electronic transactions are those such as electronic billing and fund transfers.
- B. These covered entities are bound by the HIPAA privacy standards even if they contract with others to perform some of their essential functions. The law does not regulate other types of private businesses or public agencies through this regulation such as employers, life insurance companies, or public agencies that deliver social security or welfare benefits.
- C. Disclosures of PHI by covered entities to law enforcement officials without an individual’s written authorization are permitted as follows:
1. To comply with a court order or court-ordered warrant, a subpoena, or summons issued by a judicial officer, or a grand jury subpoena. The Rule recognizes that the legal process in obtaining a court order and the secrecy of the grand jury process provides protections for the individual’s private information.
 2. To respond to an administrative request, such as an administrative subpoena or investigative demand or other written request from a law enforcement official. Because an administrative request may be made without judicial involvement, the Rule requires all administrative requests to include or be accompanied by a written statement that the information requested is relevant and material, specific and limited in scope, and de-identified information cannot be used.
 3. To respond to a request for PHI for purposes of identifying or locating a suspect, fugitive, material witness, or missing person; but the covered entity must limit

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disclosures of PHI to name and address, date and place of birth, social security number, ABO blood type and RH factor, type of injury, date and time of treatment, date and time of death, and a description of distinguishing physical characteristics. Other information related to the individual's DNA, dental records, body fluid or tissue typing, samples, or analysis cannot be disclosed under this provision, but may be disclosed in response to a court order, warrant, or written administrative request.

This same limited information may be reported to law enforcement:

- a. About a suspected perpetrator of a crime when the report is made by the victim who is a member of the covered entity's workforce.
 - b. To identify or apprehend an individual who has admitted participation in a violent crime that the covered entity reasonably believes may have caused serious physical harm to a victim, provided that the admission was not made in the course of or based on the individual's request for therapy, counseling, or treatment related to the propensity to commit this type of violent act.
4. To respond to a request for PHI about a victim of a crime, and the victim agrees. If, because of an emergency or the person's incapacity, the individual cannot agree, the covered entity may disclose the PHI if law enforcement officials represent that the PHI is not intended to be used against the victim, but is needed to determine whether another person broke the law, the investigation would be materially and adversely affected by waiting until the victim could agree, and the covered entity believes in its professional judgment that doing so is in the best interests of the individual whose information is requested.

Where child abuse victims or adult victims of abuse, neglect, or domestic violence are concerned, other provisions of the Rule apply:

- a. Child abuse or neglect may be reported to any law enforcement official authorized by law to receive such reports and the agreement of the individual is not required.
- b. Adult abuse, neglect, or domestic violence may be reported to a law enforcement official authorized by law to receive such reports:
 - I. If the individual agrees;
 - II. If the report is required by law; or
 - III. If expressly authorized by law, and based on the exercise of professional judgment, the report is necessary to prevent serious harm to the individual or others, or in certain other emergency situations.

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IV. Notice to the individual of the report may be required.

5. To report PHI to law enforcement when required by law to do so. For example, state laws commonly require health care providers to report incidents of gunshot or stab wounds, or other violent injuries; and the Rule permits disclosures of PHI as necessary to comply with these laws, when applicable.
6. To alert law enforcement to the death of the individual, when there is a suspicion that death resulted from criminal conduct.

Information about a decedent may also be shared with medical examiners or coroners to assist them in identifying the decedent, determining the cause of death, or to carry out their other authorized duties.

7. To report PHI that the covered entity in good faith believes to be evidence of a crime that occurred on the covered entity's premises.
8. When responding to an off-site medical emergency, as necessary to alert law enforcement about criminal activity, specifically, the commission and nature of the crime, the location of the crime or any victims, and the identity, description, and location of the perpetrator of the crime. This provision does not apply if the covered health care provider believes that the individual in need of the emergency medical care is the victim of abuse, neglect or domestic violence; see above Adult abuse, neglect, or domestic violence for when reports to law enforcement are allowed.
9. When consistent with applicable law and ethical standards:
 - a. To a law enforcement official reasonably able to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public; or
 - b. to identify or apprehend an individual who appears to have escaped from lawful custody.
10. For certain other specialized governmental law enforcement purposes, such as:
 - a. To federal officials authorized to conduct intelligence, counter-intelligence, and other national security activities under the National Security Act, or to provide protective services to the President and others and conduct related investigations; and
 - b. To respond to a request for PHI by a correctional institution or a law enforcement official having lawful custody of an inmate or others if they represent such PHI is needed to provide health care to the individual; for the health and safety of the individual, other inmates, officers or employees of or others at a correctional institution or responsible for the transporting or

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transferring inmates; or for the administration and maintenance of the safety, security, and good order of the correctional facility, including law enforcement on the premises of the facility.

- D. Except when required by law, the disclosures to law enforcement summarized above are subject to a minimum necessary determination by the covered entity. When reasonable to do so, the covered entity may rely upon the representations of the law enforcement official (as a public officer) as to what information is the minimum necessary for their lawful purpose. If the law enforcement official making the request for information is not known to the covered entity, the covered entity must verify the identity and authority of such person prior to disclosing the information.

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105.00 MEDICAL INFORMATION CONFIDENTIALITY POLICY

105.01 POLICY

The Town strives to protect the privacy of its employees' medical information to the greatest possible extent. To that end, we provide the following guidelines regarding the confidentiality of medical information:

- A. "Medical information" is any information, data, or documentation relating to an employee's mental or physical condition. The term includes, but is not limited to, oral, written, or digital information concerning an employee's mental or physical condition; medical records; dental records; disability records; workers' compensation records; medical leave records; genetic information; health insurance information; and/or information concerning visits or payments to any health care professional, hospital, emergency room, or other type of short or long-term health care facility.
- B. Any medical information concerning employees will be maintained in separate, confidential medical files apart from regular personnel records. Only authorized employees may ever have access to such files.
- C. Employees are hereby notified that medical information concerning employees is absolutely confidential under state and federal laws and may not be discussed at any time with any person under any circumstances, unless an employee needs to do so in order to carry out his or her job duties, or unless the person discussing the information is talking or otherwise communicating with the subject of the information at that person's invitation. If an employee is concerned about a possible medical condition on the part of a coworker, the employee must not discuss such concern with anyone other than Human Resources.
- D. Any employee who is found to have discussed medical information about another employee with anyone else in violation of this policy, or who is found to have released such information without authorization, will be subject to disciplinary action, up to and including termination from employment.

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106.00 PURCHASING POLICY

Please refer to [ESS](#) for the Purchasing Policy.

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107.00 TRAINING AND TRAVEL

107.01 POLICY/PURPOSE

- A. **Training.** The Town promotes a learning environment and provides training relevant to developing general job skills and preparing employees for new and increased responsibilities. Each department is allocated, within budget constraints, training funds to meet specific individual or department needs.
- B. **Travel and Local Meeting Expenses.** The Town recognizes the need for official representation at conferences, meetings, conventions, seminars, and other functions. The eligibility and procedure for financing and reimbursement of allowable expenses incurred by an individual in an official capacity as a representative of the Town are as specified in this Chapter.

107.02 TRAINING PROCEDURES

- A. **Human Resources In-House Training.** All individuals attending Human Resources training must register through Human Resources to attend the class. Training requests must have Department Head approval and be submitted to Human Resources for processing. An enrollment confirmation will be returned to the individual.
- B. **Specific Individual or Department Training.** All training, other than that provided through Human Resources, is coordinated by the employee's department. Approval and funding for such training is at the discretion of Department Head with available funds.

107.03 TRAVEL AND LOCAL MEETING EXPENSES

- A. **General Provisions.**
 - 1. The Town Manager is responsible for the overall administration and enforcement of this section.
 - 2. All employees are expected to report any abuse and/or misuse of travel and entertainment funds to appropriate management.
 - 3. No employee shall use their own funds (cash, check, or credit/debit card) to purchase airline tickets or pay for registration expenses for another employee.

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4. Employees traveling on behalf of the Town are expected to utilize services and accommodations appropriate for the business to be conducted. Employees are expected to travel and conduct business in reasonable comfort and exercise good judgment in distinguishing between comfort and extravagance.
5. All travel related expenses, except for meals funded by a per diem, must be supported with original receipts, if at all possible, and supporting documentation. If no receipt is provided, the employee must submit a signed and dated declaration of the expense.

B. **Approval Required.** The Town will pay travel, registration fees, meal, and incidental expenses required for Town business or to enhance the knowledge of the individual for the benefit of the Town.

1. **[Travel Authorization Form](#)**. Whether the training or seminar is budgeted or not, employees must obtain prior approval for travel from their Department Head by completing a **[Travel Authorization Form](#)**, which will then be forwarded to the Finance Department. Proof of a Maximum Lodging Rate and/or per diem amount must be provided. There must be sufficient funds in the budget to cover the travel, unless the Town Manager makes the exception. In the event travel is conducted without prior approval, the employee will be held responsible for all expenses incurred.
2. **[Travel Expense Report Form](#)**. A **[Travel Expense Report Form](#)** must be submitted at the completion of all travel, except local mileage reimbursement, including when a procurement card is used to pay for expenses. Local mileage may be claimed via completion of a **[Local Mileage Reimbursement Form](#)**. All receipts and supporting documents must be attached and then forwarded to the Finance Department after being reviewed and signed by the Department Head within ten (10) working days of the employee's return. Proof of a Maximum Lodging Rate is not required since it should have been provided prior to travel. When a Town procurement card is used, the **[Travel Expense Report Form](#)**, along with all receipts and supporting documents, must accompany the copy of the procurement card transaction sheet that is provided on a monthly basis by the Finance Department.
3. **Procurement Card for Travel Expenses.** Some employees may be issued Town procurement cards with travel privileges. These cards can be used for travel and other expenses that are typically paid by the Town. However, procurement card travel expenses are governed by this Chapter and must be submitted via a **[Travel Expense Report Form](#)** as outlined above. Personal expenses are not to be placed on a Town procurement card. Misuse of the Town procurement card or violation of this Policy may result in card privileges being revoked or other disciplinary action being taken, as deemed appropriate.

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- C. **Ordinary Expenses.** The Town will pay expenses, which are incurred in the course of authorized Town travel: (1) to provide employees sufficient funds to execute business on behalf of the Town, and (2) to safeguard the Town funds by paying only reasonable and necessary expenses. Below outlines what constitutes a reasonable and necessary expense. No reimbursement will be made for costs in excess of the maximum allowable rates specified below. Any unauthorized expenses or expenses in excess of maximum allowable rates are the responsibility of the individual and/or cardholder.

1. **Accommodations.**

- a. Unless a higher rate is approved in advance by the Department Head on the [Travel Authorization Form](#), the Town will pay ACTUAL expenses for hotels, motels or other lodging NOT TO EXCEED the U.S. General Services Administration's (GSA) Maximum Lodging Rate. This rate excludes taxes and can be obtained at www.gsa.gov or from the Finance Department. A copy of the rate must be attached to the [Travel Authorization Form](#). If neither the city nor the county is listed, the standard CONUS destination rate applies.
- b. While the GSA's Maximum Lodging Rate is otherwise known as a "per diem" governed by the Internal Revenue Service, the Town only incorporates this rate as a guideline in establishing a maximum allowable amount in which the Town will pay for actual costs incurred. This rate should not be construed as a true "per diem," that of which an employee will automatically receive whether the accommodation is or is not utilized. This figure provides the maximum rate an employee can be reimbursed for without treating part of the maximum rate as wages for tax purposes.
- c. The Town will pay no more than the cost of a single occupancy room, unless two or more employees share a room. If an employee shares a room with someone who is not an employee of the Town or who is not traveling on Town business, and the room rate is higher than the single room rate, the bill must be adjusted for the difference in cost.
- d. Employees must request the reduced government rate or conference rate when making reservations. Most hotels will not accept claims to a government rate after check-in. Town employees are not exempt from hotel taxes and will be reimbursed for such assuming a purchasing card is not used for the lodging costs.
- e. The Town will only pay for a hotel, motel, or other lodging for training, which requires an overnight stay or requires an employee to leave prior to 5 a.m. to make the start of training or arrive at home after midnight upon completion of training. Exceptions will be at the discretion of the Department Head.

2. **Telephone Calls.** The Town realizes that while on travel on Town business, there are personal matters that must be attended; therefore, the Town will reimburse

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for personal telephone calls not to exceed \$5 per day, including access charges. The Town will reimburse employees for all business calls, including internet connection fees. All phone calls must be documented as to whether personal or business in nature.

3. **Parking.** Only actual parking expenses shall be allowed. Airport parking for 24 hours or less will be reimbursed at the short-term parking rates. Required parking for 25 hours or more shall be reimbursed at the long-term parking rate only.

4. **Meals and Incidental Expenses (M & IE)**

- a. The Town will pay a per diem for Meals and Incidental Expenses (M&IE) equivalent to the U.S. General Services Administration's (GSA) Daily Rate for the area of travel. This rate includes taxes and can be obtained at www.gsa.gov or from the Finance Department. The Town will pay two-thirds of the daily rate on the days in which an employee is traveling to/from their destination and the full rate for full days spent at the destination. The per diem will be paid to the employee via their regularly scheduled paycheck on the payroll immediately before or immediately after their travel upon submittal of a completed [Travel Per Diem Request Form](#) to the Finance Department.
 - b. Incidental rates are defined separately from meal rates in that incidental rates cover fees and tips given to porters, baggage carrier, and bellhops. Meal rates cover the actual cost of the meal, including gratuities and tips.
 - c. The Town will not pay for meals for individuals who are not employed by the Town, except with prior approval from the Department Head.
5. **Tips/Gratuities.** Tips or gratuities on taxis shall not exceed 15 percent of total taxi fare. Tips or gratuities on meals that exceed GSA Daily Meal Rates are the responsibility of the employee.

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6. **Transportation.** Except for reasons of time and/or monetary allocation, transportation for trips of 250 miles or less (one-way) shall be by Town vehicle, personal vehicle, or an approved rental vehicle, not airline travel. Transportation for trips of 250 miles or greater (one-way) shall be by airline, not Town vehicle, personal vehicle, or rental vehicle, unless approved by the Department Head in advance. For approved Town vehicle, personal vehicle, or rental vehicle use on a trip greater than 250 miles (one-way), the Town will not reimburse the employee for lodging incurred in transit. Per diems, while in transit, shall not exceed the provisions of section C.4 of this Policy. Total reimbursement for the transit portion of the trip shall not exceed the cost of a 21-day advance round-trip coach airfare.
- a. **Commercial Airlines.** The Town will pay for coach class tickets only. Employees are expected to take advantage of discounts whenever possible. However, employees are not required to fly at unusual times just to qualify for them. Employees may retain frequent flyer miles and similar travel awards, but the employee shall not pay a higher price for the fare in order to obtain frequent flyer miles.
 - b. **First-Class Accommodations.** Employees may choose to travel first-class, but the Town will only pay coach class fares.
 - c. **Private Air Carriers and Charters.** Employees shall not use private airplanes or charters without approval of the Town Manager. Cost savings or emergency schedule requirements must be shown and included with the Town Manager's written approval.
 - d. **Personal/Town Vehicles.** When traveling, a personal vehicle may be used or a Town vehicle assigned to the department, if available.
 - 1) Both local and out-of-town mileage reimbursement for use of a personal vehicle is made at the rate established by the Internal Revenue Service. Current mileage rates are included in the [Local Mileage Reimbursement Form](#), [Travel Authorization Form](#), and [Travel Expense Report Form](#).
 - 2) Mileage reimbursement for personal vehicles to the airport will be calculated from the point of departure, i.e., either from employee's office or from employee's home.
 - 3) The Town will pay for any additional work related mileage at the destination.
 - 4) When claiming reimbursement for use of a personal vehicle for Town business, the employee must submit the following information: purpose, start/ending destination, dates, and mileage claimed.

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- 5) Employees who receive a car allowance will not be paid any reimbursement for travel, which is within 50 miles (one-way) of the Town office.
- 6) Employees who are assigned and use a take home vehicle for work-related travel will not be paid mileage reimbursement for travel.
- 7) Employees who are assigned a take home vehicle but choose to use a personal vehicle for work-related travel, will not be paid mileage reimbursement, unless approval is obtained by the Town Manager.
- 8) If an employee is driving a personal vehicle outside of the Town and has a car failure, the Town will pay the expense of towing the vehicle to the nearest garage, over and above the employee's personal towing insurance coverage. However, the employee must cover all repairs. The towing invoice and insurance documentation, reflecting amount covered must be provided.

e. **Gasoline.**

- 1) Gasoline expenses associated with the use of a Town vehicle during both local and out-of-town travel will be reimbursed. These expenses can be placed on a Town issued purchase card.
- 2) If an employee receives a car allowance, gasoline will be reimbursed only on out-of-town travel, which is greater than 50 miles (one-way) from the Town office for a personal vehicle or the gasoline may be placed on a Town issued purchasing card.
- 3) For those employees who do not receive a car allowance but drive a personal vehicle, only mileage reimbursement is allowed. Gasoline cannot be placed on the Town purchase card.

f. **Rental Vehicles.** Approval to rent a vehicle must be obtained from the Department Head before the trip. Rental vehicles will generally not be authorized except when ground transportation is not available or economical. The appropriate size of the rental vehicle should depend on factors, such as the number of passengers, and the amount of luggage and/or equipment being carried. Documentation must be provided to support the request.

g. **Other Transportation.** Employees may claim reasonable actual ground transportation expenses associated with airline travel, including shuttle services and taxis, provided that documentation for these expenses is submitted.

7. **Trip Cancellation.** The employee shall promptly notify both the Department Head and Finance Department when travel plans are cancelled. If the trip is

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cancelled due to a conflict with Town business, the Town will be responsible for any fees that result from the cancellation. If the trip is cancelled for personal reasons, the employee shall reimburse the Town for any fees charged as a result of the cancellation. Any exception to this rule must be approved by the employee's Department Head.

8. **Travel Advances.** Except in the instance of per diems paid on the paycheck directly preceding travel, travel advances are prohibited.
 9. **Travel Outside Normal Workday.** Compensation for travel required outside of an employee's normal working hours (i.e., Saturday, Sunday, evenings) will be calculated according to Town Policy and consistent with the Fair Labor Standards Act.
 10. **Non-Allowable Expenses.** The cost of alcoholic beverages, laundry/dry cleaning, shoe shining, haircuts, magazines and books, sports events, in-room movies, tours, personal entertainment, limousines, valet parking, and spouse or other family expenses are specifically excluded from reimbursement, except when approved as Extraordinary Expenses.
- D. **Extraordinary Expenses.** There may be isolated occasions when, for the Town's benefit, extraordinary expenses may be justified. Extraordinary expenses that are not specifically provided for in this Chapter; however, may upon prior approval from the Department Head, be determined appropriate.
- E. **IRS Regulations.** Notwithstanding the Town's administrative procedures for travel advances, IRS regulations may result in the Town having to classify travel advances as ordinary income to the employee if:

The expenses were not incurred for valid business purposes.

107.04 RECRUITING/RELOCATION EXPENSES

In most instances, applicants for Town employment are responsible for interviewing and/or relocation expenses. When the recruiting process requires a regional or national recruiting effort, applicants may be reimbursed for certain direct, out-of-pocket interviewing/relocation expenses, particularly those relating to travel or relocation from out-of-state; however, Department Heads must secure approval from the Town Manager by indicating why reimbursement is necessary, the approximate cost of reimbursement, and what account(s) will be used for funding before scheduling an interview with or making an offer of employment to the applicant, whichever is applicable.

1. Reimbursement is limited to the expenses of coach airfare, meals, and ground transportation to and from the airport, to the extent allowed as ordinary expenses for Town employee travel in 107.03(C), for the purpose of interviewing for Town employment or seeking housing after acceptance of employment. Actual cost of

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lodging that a reasonable and prudent person would incur for these purposes may also be reimbursed.

2. The same receipts/documentation that would be required for reimbursement of employee travel is required for recruiting/relocation reimbursement. The Department Head should submit a [Travel Expense Report Form](#) for the total amount, along with the receipts/documentation to the Finance Department.
3. Recruiting/relocation expense reimbursements will be charged to the hiring department.
4. Recruiting/relocation expenses cannot be advanced and will only be paid on a reimbursement basis after receipt of acceptable documentation of payment by the applicant.

107.05 FORMS/LINKS

- [Local Mileage Reimbursement Form](#)
- [Travel Authorization Form](#)
- [Travel Expense Report Form](#)
- [Travel Per Diem Request Form](#)
- www.gsa.gov

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108.00 USE OF TOWN PROPERTY AND EQUIPMENT

108.01 POLICY/PURPOSE

The Town has a substantial investment in the property and equipment provided for employee convenience to ease the effective and efficient accomplishment of Town business. Appropriate use of facilities, equipment, and other items of Town property is expected from employees.

The Town is committed to providing a safe workplace. See the Safety and Accident Reporting Policy (701.00) for further information.

108.02 GENERAL PROVISIONS

- A. An employee shall use Town equipment in accordance with established procedures and shall not abuse, damage, or lose Town equipment. Town property or equipment shall not be used for any personal non-Town business, except as specified in this Chapter.
- B. Employees may be assigned authorized use of Town owned or leased vehicles, phones, lockers, desks, cabinets, computers, and/or cases for the mutual convenience of the Town and its employees. These items are subject to inspection at any time for any reason. Data caches, voice and e-mail boxes, pager and cellular phone memory banks, removable mass storage, mass storage, and other electronic storage systems provided by the Town may be “opened,” “read,” or inspected in the same manner as the contents of Town furnished vehicles, desks, lockers, and other equipment.
- C. The Town, through the Information Services (IS) Department, provides computing resources and worldwide network access to designated employees for conducting the Town’s business. All employees of the Town using computer and network resources are provided notice of the specific policies governing the use of such resources, and must act responsibly while using shared computing and network resources. There can be no expectation of privacy by any user in the use of the computer and network resources of the Town. Use of the computer systems in a manner inconsistent with this policy is strictly prohibited. All messages, Internet material received, software, and the work product are the property of the Town and subject to the Texas Public Information Act with respect to inspection, disclosure, scheduled retention, and disposition. Specific usage policies and guidelines follow, but may not be all inclusive. Any employee found to be in violation of these policies is subject to disciplinary action as provided in the Town’s Human Resources Policies and Procedures Manual.

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- D. An employee shall not, regardless of value, take Town property without authorization. The use of any Town property, equipment, or facility for personal gain, or for other than official duty-related use is forbidden. The theft or borrowing of tools or any other equipment, removing property from a Town work-site, including new, used or discarded materials, office supplies, photocopy machines, mailing services, long distance telephone service, or any other service under Town controls for personal business or gain, or for other than official duty-related use, or unauthorized use of Town vehicles is prohibited.

108.03 LIABILITY FOR LOSS/DAMAGE TO TOWN PROPERTY OR ISSUED EQUIPMENT

- A. **Repayment Required.** An employee who causes or permits loss or damage to or through an act or omission that constitutes misconduct or negligence, excluding theft, may have to repay the Town for the loss or damage as follows:

For any loss or damage, repayment will be determined by the Department Head. The amount to be recovered is the cost to repair or replace the damaged property.

- B. "Misconduct" as used in this Section is violation of a rule, procedure, or law.
- C. "Negligence" as used in this Section is failure to exercise the degree of care that an employee with ordinary prudence would exercise under the same or similar circumstances.
- D. **Appeal.** In cases involving determination of liability by the Department Head, the Department Head will provide the employee with the proposed findings and a copy of any documents considered in making the determination. The employee may respond in writing within five (5) calendar days. The decision of the Department Head will be rendered as proposed or as modified within a reasonable period of time after the employee's response. The decision of the Department Head is final, non-appealable, and non-grievable.
- E. **Payroll Deduction.** Required repayment under this Section will be made by payroll deduction from the employee's pay in an amount not to exceed ten percent (10%) of the net pay per pay period for as many pay periods as necessary to recoup the amount to be recovered. If the employee resigns, retires, or is dismissed, recoupment of the Town's loss may be made by deduction from the employee's final paycheck.
- F. **Discipline.** Repayment for loss or damage required under this Section may be in addition to or in lieu of disciplinary action up to termination.

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108.04 VEHICLE USE/OPERATIONS

- A. **Business Use.** Except as specified in this Section, Town vehicles are furnished for official Town business and may not be used for personal reasons without express written prior authorization by the appropriate Department Head, the Town Manager's designee, or Town Manager.
- B. **Town Manager and or the Town Manager's designee.** The Town Manager and or the Town Manager's designee may receive a car allowance for business use. Fuel and oil expenditures as a result of vehicle personal use will not be reimbursed.
- C. **Other Executives.** Directors or Managers, or a similar rank as determined by the Town Manager, may have a Town vehicle assigned to them or be provided an automobile allowance as part of their employment consideration. The Town Manager shall determine which positions have a vehicle assigned or are furnished an allowance. The amount of the automobile allowance shall be determined by the Town Manager.
1. Assigned vehicles may only be used for Town business and transportation to and from work, unless other use is approved in writing on a case-by-case basis by the Department Head or Town Manager.
 2. The employee must ensure that all required preventive maintenance and repair work is done on assigned vehicles. Failure to ensure proper maintenance will result in discipline up to and including loss of the assigned vehicle.
- D. **General Staff Vehicles.** Town vehicles not assigned to a position as part of a compensation package are considered to be general staff vehicles. General staff vehicles shall be assigned to departments by the Town Manager, according to the needs of the Town. General staff vehicles may not be used for transportation to and from work unless designated as "on-call" vehicles.
- E. **On-call Vehicles.** Within a department's allocation of Town vehicles, the Department Head may recommend designation of "on-call" vehicles for assignment to particular positions based on the need for frequent emergency return to work outside regular working hours. On-call vehicles may only be used for Town business and for transportation to and from work. On-call vehicle assignments must be approved in writing by the Town Manager's Office.

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108.05 ELECTRONIC COMMUNICATIONS SYSTEMS

A. General Provisions

1. Electronic communications systems, as used in this Section include internet, e-mail, telephone, voice mail, facsimiles, pagers, cellular phones, computers and computer networks, directories, and files.
2. Employees will not have privacy rights with respect to any activities using these systems. All data, including e-mail messages composed, sent, and received, is the property of the Town.
3. The purpose of electronic communications equipment is to enhance the Town's accessibility to citizens and improve service delivery. Limited personal use of electronic communications is acceptable. Department Heads will determine the level of access assigned to authorized users and the limits on non-business use in their respective departments.
4. Prohibited activity includes:
 - a. Engaging in illegal, fraudulent, or malevolent conduct;
 - b. Transmitting or storing material that is threatening, obscene, sexually explicit or disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs;
 - c. Obtaining unauthorized access to any computer or data system;
 - d. Distributing or storing chain letters, solicitations, offers to buy or sell goods, or other non-business material of a trivial or frivolous nature;
 - e. Activity used for outside employment or other direct financial profit;
 - f. Conducting political campaigns or other activity; and
 - g. Gambling or playing a game for money or other stakes.
 - h. Streaming and bandwidth intensive unapproved applications.
5. Electronic communications may be monitored to:
 - a. Provide a workplace that is free of unlawful discrimination;
 - b. Control the presence of inappropriate material;
 - c. Ensure that resources are being used properly; and

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- d. Investigate complaints of improper use.
- 6. Electronic communication is considered a record under the Texas Public Information Act and all electronic documents are subject to retention guidelines set by the Town's local government control schedules. Employees are responsible for maintaining original documents and electronic files according to departmental requirements.
- 7. Employees must follow applicable copyright laws. If any doubt exists regarding copyright status of material, contact the copyright owner to obtain written permission prior to use.

B. Use of Computers

- 1. Employees shall have no expectation of privacy in information contained in any computers on Town premises, whether such computer is owned by the employee or the Town. Any computer system's security features, such as passwords, do not affect the immediate Supervisor's right to access any information at any time.
- 2. **Prohibited Computer Related Conduct.** Employees are prohibited from:
 - a. Unauthorized disclosure of Town computer data to another individual, whether or not the individual is an employee of the Town;
 - b. Unauthorized creation, duplication, destruction, deletion, or alteration of Town computer data;
 - c. Sharing or disclosure of computer user IDs and passwords. This applies equally to an employee disclosing this information, as well as any employee using it;
 - d. Unauthorized access or attempting to gain unauthorized access to physically secured Town computer equipment; and
 - e. Tampering with office computer equipment in any way, whether physically secured or not, without prior authorization.

C. Software Regulations.

- 1. Only Town authorized software, approved by the Department Head may be used or installed on Town owned computer.
- 2. All software installed on Town computers will be installed by the IS Department.
- 3. The software will be licensed and listed on an inventory maintained by the IS Department.

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4. The use of unauthorized, expired, or unlicensed software is forbidden.
5. Any personally owned software installed on the machine must be accompanied by the original license and approved by the Department Head.
6. Software purchased for Local Area Networks (LANs) shall be available only to the maximum number of simultaneous operators as specified by the license. Under no circumstances is a Town employee allowed to utilize an application from the LAN server for which he/she does not have a valid license.
7. Internal controls will be enforced through periodic audits by the IS Department.
8. Employees are prohibited from giving copies of software that the Town has acquired to non-Town employees without the written consent from the user's Department Head.
9. Employees are prohibited from deactivating anti-virus software on their workstations and are required to scan all removable media prior to use.

D. **Global E-Mail Messages.** Global e-mail messages are internal communications sent electronically to all Town employees simultaneously to provide uniform coverage in matters of interest to all employees.

1. **Permitted Subjects**

- a. Town wide computer and local area network issues;
- b. Planned network service by Information Services;
- c. Issues that may affect the health and/or safety of all employees;
- d. Information relating to employee policies or benefits;
- e. Department events relating to the entire Town workforce; and
- f. Other issues as directed by the Town Manager or designee.

2. **Authorization.** The Administrative Services Department will send out global e-mail messages when they pertain to computer and network related issues that affect all employees. Any other global e-mail messages must be approved by the Town Manager.

E. **Service**

1. **Help Desk.** The Administrative Services Department provides a primary point of contact for IS related issues.

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- a. Non-critical issues should be reported to the Administrative Services Department via their helpdesk software.
- b. Critical issues may be reported via voice mail and/or e-mail.

108.06 USE OF RADIO CELLULAR PHONES

- A. Employees may, at the discretion of the Town Manager, be paid a cell phone allowance in an amount determined by the Town Manager. Employees provided allowances are responsible for supporting a working cell phone and applicable peripheral equipment for normal business use.
- B. **Department Responsibility.** Department Heads have the discretion of assigning radio/cellular phone to employees based on the need for high citizen or employee contact. The Administrative Services Department is responsible for contracting and supporting assigned radio/cellular phones. In addition, the Administrative Services Department must maintain a list of all employees' phone numbers, verify active service and budget appropriately. Purchasing and service standards must meet Town requirements and be coordinated through the Finance Department through the Town's current provider.
- C. **Employee Responsibility.** Employees receiving allowances are responsible for maintaining a working phone and must provide current phone numbers to their respective departments immediately upon activating service. If utilizing a Town issued radio/cellular phone, employees must reimburse the Town for all minutes, charges and/ fees that exceeds their allotted monthly usage within 30 days of being billed. The employee will be responsible for the additional minutes, charges, and/or fees that exceeds allotted monthly usage minutes regardless of whether those minutes were for personal or business use. In the event the user incurs any unauthorized charges, said costs, fees or charges shall be the sole responsibility of the user and not the Town. The employee must report lost or stolen property immediately to their immediate Supervisor. Failure to demonstrate reasonable care in use of issued phones or allowances may result in repayment to the Town for the loss or damage as determined by the Department Head and specified in Section 108.03 of this Chapter.
- D. **Terminating Employees.** No compensation will be awarded for future phone charges to employees terminating active status.

108.07 EMPLOYEE IDENTIFICATION/ACCESS CARD PROGRAM PROCEDURES

- A. **Purpose.** The Employee Identification/Access Card program provides a safe workplace for Town employees and a safe environment for visitors by allowing employees to be easily identified as such while at work, and to enable authorized personnel access to Town facilities.

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B. **Card Issuance.** All full-time and part-time employees will be issued a photo identification card during their new hire meeting with the Administrative Services Department

C. **Building Access.**

1. Access control will be a function of the Administrative Services Department. A log will be maintained of all individuals provided with building access cards. The Department Manager will decide the level of access needed by each employee.
2. No employee is allowed to loan his or her access card to be used by another. Security doors will not be propped open with objects and left unattended.

D. **Card Use.**

1. Trophy Club identification cards are issued for “official use only” and are not to be used for obtaining privileges, or for any personal reasons, without the approval of the employees’ Department Head or as part of a promotional program approved by the Town Manager.
2. Misuse of Trophy Club identification cards may be grounds for employee disciplinary action, up to and including termination.
3. It is the responsibility of the employee to ensure that current information is reflected on his/her identification card.
4. While at work, an employee’s identification card must either be worn or kept within reasonable access to provide verification of employment. However, employees are required to display their identification at all times while in and around Town owned facilities.
5. Access cards are provided solely for the use of the employee to whom it has been issued. Use of an employee's access card by any other person or persons shall be grounds for disciplinary action up to and including termination.

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6. It is the responsibility of the employee to immediately report a lost or stolen card to the Administrative Services Department so the card may be disabled from the system. Failure to do so may also be grounds for disciplinary action up to and including termination.

E. Card Replacement and Return.

1. Identification/access cards are the property of the Town, and must be returned upon termination of employment. Any lost, damaged, or stolen cards must be promptly replaced at a cost of \$10.00 per card, which may be paid by cash or check by the employee.
2. Identification/access cards that have been stolen, lost, or damaged on the job may be replaced without charge at the discretion of their Department Head provided the loss or damage was not a result of negligence on the part of the employee.

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109.00 COMMUNICATIONS AND NEWS MEDIA RELATIONS

109.01 POLICY/PURPOSE

The Town of Trophy Club is committed to maintaining a positive relationship with the members of the community governed by the Town's actions. A critical factor in maintaining this relationship is effective communication. The purpose of this directive is to guide employees in the appropriate practices in direct public communications and in response to information inquiries. It is issued by authority of the Town Manager, who reserves the right to modify, revoke, suspend, interpret, terminate, or change any provision of this directive with or without notice.

109.02 GENERAL PROVISIONS

- A. The Office of Public Information is the primary communication agency for creating and managing the flow of public information between the Town government, its employees, citizens, and stakeholders. The Office of Public Information may initiate communications or may assist other Town departments in matters pertaining to the media, employee and citizen communication, corporate image, electronic, print, and web broadcasting of public information. Specifically, The Office of Public Information provides:
1. Strategic message development and placement for Town Manager's Office and Town departments,
 2. Public affairs assistance to Mayor and Council,
 3. Public affairs and communications assistance to Town Manager's Office and Town departments,
 4. Release of information to employees, citizens, and stakeholders,
 5. News media relations,
 6. Communications coordination in crisis/disaster situations, and
 7. Evaluation of press coverage.

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- B. **Town Spokespersons.** The Town Manager is the authorized spokesperson for the Town of Trophy Club. The Town Manager, or their designee and the Public Information Officer may speak on behalf of the Town. In particular situations, such as making presentations to community groups, individual employees have authority as specified by their Department Head or the Public Information Officer, to speak on behalf of the Town. In communicating on behalf of the Town, employees should limit their comments to presenting factual information within their personal knowledge, and avoid speculation, or making any comments on the actions taken by or likely to be taken by other employees or departments. Town employees should not respond to the media and refer all media requests to the Public Information Officer.
- C. **Publications.** The Town publishes information in print and electronic form to advise the public of Town programs and services. All publications, including flyers, banners, newsletters, etc. should be sent to the Public Information Officer for review and final approval. All Town publications should be timely, accurate, and understandable. Where necessary for effective communication, information distributed in print or electronic media should be in languages other than English. Each department should review its publications on an annual basis to ensure information is current and complete, and that it does not unnecessarily duplicate other information published by that department or any other division of the Town.
- D. If an employee receives a request for information that is best supplied by another department, the employee should not speculate about the operations of another department, but should refer the requestor to the appropriate department. The employee should then contact the other department to provide advance notice of the request for information.

109.03 PUBLIC INFORMATION

- A. Unless a more specific statute applies, access to all information collected, assembled, or maintained by Town employees in the course of their duties is governed by [Texas Government Code Chapter 552, the Public Information Act \(PIA\)](#). The Act applies to documents and records maintained in any form (paper, film, devices that store electronic signals, tape, and voice, data, or video held in computer memory).
- B. The Town Secretary's Office manages all Requests for Public Information.
- C. Any member of the public may both inspect and obtain copies of government documents and records pursuant to the PIA. Information exempt from required

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disclosure under the Act, includes but is not limited to the following: certain personal information on employees, information relating to civil or criminal litigation where the government or an officer or employee of the government is or may be a party as a consequence of the person's office or employment, information that would give an advantage to a competitor or bidder in a competitive bidding process, certain law enforcement or prosecutorial information, birth records (for up to 50 years), death records (for up to 25 years), personal information on participants in Neighborhood Crime Watch organizations, and certain information on economic development activities of the governmental entity. Other exemptions from disclosure may apply in certain situations.

- D. Unless the requestor agrees otherwise in writing, all requests for information made under the Public Information Act must be responded to within ten business days of receipt of the request. The Town has established rules of procedure for access to or providing copies of documents and records, including copy costs.
- E. Any employee who receives a request for access to documents, records, or other information under the Texas Public Information Act (PIA) should direct the request to the Town Secretary's Office. In the absence of the Town Secretary, the request should be directed to the Town Secretary's designee.
- F. The Public Information Act provides a criminal penalty for failure to comply with a properly submitted request and for distribution of information that is designated as confidential under the Act. It also provides a criminal penalty for willful destruction, mutilation, or removal without permission, or alteration of public information. Destruction or removal of documents or records of the Town of Trophy Club are to be made only in accordance with the Town's Records Retention Schedule.

109.04 ADMINISTRATIVE NOTIFICATIONS

- A. When major incidents or crises occur, administrative and/or legal support procedures are required to be initiated as soon as possible. In addition, employees who are likely to receive media or citizen inquiries and/or citizen complaints should be made aware of the incident. Such notifications should be initiated through the chain of supervision within the involved department as soon as possible.
- B. Major incidents requiring notification are:
 - 1. Death or serious bodily injury to an employee, to any person in a Town facility, or to any person where death or serious bodily injury is alleged to be caused by a Town employee,
 - 2. Significant damage to Town property,
 - 3. Significant damage to non-Town property alleged to be caused by a Town employee,

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4. Severe weather conditions or disasters,
5. Events requiring significant deployment of Town personnel and/or equipment, and
6. Any other incident or event that is likely to generate significant media or community inquiries.

C. **General Order of Notification:** A Telephone Tree or other broad based network should be used to notify individual employees or departments:

1. 911
2. Town Manager
3. Immediate Supervisor
4. Department Head
5. Public Information Officer or Designated Spokesperson

109.05 EMERGENCY/DISASTER RESPONSE

- A. During emergency situations, the community needs detailed information about protective action to be taken for minimizing loss of life and property. The Town provides information on hazard awareness and how to deal with hazards to the public through publications, public education presentations to the community, and through the news media.
- B. In the course of an actual emergency or disaster when the Town's Emergency Operations Center is activated; public information efforts will be provided as detailed in the Town's Emergency Preparedness Plan. In a situation where the Emergency Operations Center is not activated, public information efforts will be directed by the Town department having primary operational responsibility for the incident, with assistance from the Town Manager as necessary.

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110.00 SOCIAL MEDIA AND SOCIAL NETWORKING

110.01 POLICY/PURPOSE

- A. The Town of Trophy Club (the “Town”) utilizes social media and social networking sites to further enhance communications with various stakeholders and audiences. The Town has the ability to publish articles, facilitate discussions, and communicate information regarding Town business, issues, operations and services, community news, and general information related to the Town. Social networking is used to disseminate time-sensitive information as quickly as possible to the widest possible audience.
- B. The Town recognizes that social networking such as personal web sites, blogs, Facebook, MySpace, Twitter, online group discussions, text messaging, message boards, chat rooms, etc., can be used by employees for personal as well as business purposes. The Town also understands how the use of Internet social networking sites and blogs can shape the way the public views our operations, services, employees, vendors, etc. The Town respects the right of any employee to maintain a blog or post a comment on the Town’s social networking sites. However, the Town is also committed to ensuring that the use of such communications serves the needs of our business by maintaining the Company’s identity, integrity, and reputation in a manner consistent with our values and policies. Therefore, the Town has established the following policy and guidelines for communicating Town-related information via social networking forums whether used in or outside the work place.

110.02 TOWN SOCIAL NETWORKING SITES

- A. All Town social networking sites shall be:
 - 1. Approved by the Town Manager's Office, Public Information Officer, Administrative Services Director, and Department Head;
 - 2. Published using approved Town social networking platform and tools; and
 - 3. Administered by the Office of Public Information or designee. Designees can be any Department employee or volunteer who has a complete understanding of this Policy and has appropriate content and technical experience.
- B. All Town social networking sites and entries shall adhere to all Information Technology and Records Management Town policies and other applicable Town policies.
- C. Texas Public Information Act and e-discovery laws and policies apply to social media content and therefore content must be able to be managed, stored, and retrieved to

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comply with these laws. Any information communicated via a government-maintained social media site is considered public record; therefore, all posts, comments, e-mails, etc. are public, not private.

- D. All social networking sites and entries shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.
- E. Content submitted for posting that is deemed not suitable for posting by the Town's PIO/Communications Manager, or is deemed prohibited content based on the criteria in this Policy, shall be retained pursuant to the records retention schedule along with a description of the reason the specific content is deemed not suitable for posting.
- F. The Town reserves the right to restrict or remove any content that is deemed in violation of this Policy or any applicable law.
- G. Each Town social networking site shall include an introductory statement, which clearly specifies the purpose and topical scope of the blog and social networking site. Where possible, social networking sites should link back to the official Town Internet site for forms, documents and other information.
- H. Town social networking content and comments containing any of the following forms of content shall not be allowed for posting:
 - 1. Comments not topically related to the particular site or blog article being commented upon;
 - 2. Profane language or content, personal insults;
 - 3. Content that promotes, fosters, or perpetuates any form of discrimination, harassment, and/or retaliation;
 - 4. Sexual content or links to sexual content;
 - 5. Solicitations of commerce;
 - 6. Conduct or encouragement of illegal activity;
 - 7. Information that may tend to compromise the safety or security of the public or public systems; or
 - 8. Content that violates a legal interest of any other party.
- I. The Town's PIO/Communications Manager shall be trained regarding Town Social Media and Policy Guidelines, including his/her responsibilities to review content submitted for posting to ensure compliance with this Policy.

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- J. All Town social networking sites shall clearly indicate they are maintained by the Town of Trophy Club and shall have the Town's contact information prominently displayed.
- K. Where appropriate, IT Security Policies shall apply to all Town social networking sites and articles.
- L. Employees using a Town email address and communicating in their official capacity will be considered to be conducting Town business. Employees conducting Town business via the Town's social networking sites must conduct themselves at all times in accordance with all Town Policies and Procedures.
- M. Town employees must receive management approval to create a Town social networking site to conduct Town business.
- N. Employees found in violation of this Policy may be subject to disciplinary action, up to and including termination of employment.

110.03 PERSONAL BLOGGING AND SOCIAL NETWORKING ON WORKING TIME

- A. Employees may not use their Town e-mail address or communicate in their official capacity when posting on personal blogs or web pages or participating in non-work-related social networking activities.
- B. Employees may not post on a personal blog or web page or participate on a non-work-related social networking site during working time or at any time if using Town equipment or property. Working time is your scheduled time of work, not including lunch hour, breaks or time prior to or after your shift.

110.04 AUTHORIZATION

Employees must obtain written permission before commenting about Town business or services in blogs or on social networking sites. If authorization is given, the employee must clearly and conspicuously disclose his/her employment with the Town when posting a comment.

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110.05 CONFIDENTIAL AND PROPRIETARY INFORMATION

All Town policies and procedures regarding disclosure of confidential and/or proprietary information apply in full to all blogs and social networking sites. Confidential information includes, but is not limited to, any Town information not previously released by the Town. Confidential and/or proprietary information or similar information of third parties who have shared such information with the Town should not be shared on social media outlets.

110.06 DISCLAIMER

Any employee who mentions the Town on a personal blog or social networking site must include a disclaimer that specifically states that the opinions and attitudes expressed are those of the employee alone and may not be aligned with those of the Town. It should be noted, however, that a disclaimer will not prevent an employee from being disciplined if their communication has the effect of violating any Town policy.

110.07 RESTRICTION ON VENDORS, SUPPLIERS, CLIENTS, AND CITIZENS

Employees shall not cite vendors, suppliers, clients, citizens, or other stakeholders without their approval. Likewise, employees are prohibited from attempting to “friend” such individuals on any social or professional networking site, except where the contact has been divulged to the Town or in cases where there is a pre-established relationship outside the Town, which has been disclosed to and approved by the Town Manager or designee at the time of employment or distribution of this Policy.

110.08 DISCRIMINATION AND HARASSMENT

All Company policies and procedures regarding discrimination, harassment, and retaliation apply in full force to blogs and social networking sites. The Town is committed to its Equal Employment Opportunity and does not tolerate discrimination, harassment, or retaliation. Employees are prohibited from engaging in any conduct, activities, communications, or postings, which violate Company policies regarding discrimination, harassment, and retaliation. No messages with derogatory or inflammatory remarks about any legally protected characteristic (including but not limited to: race; color; national origin; sex; disability; age; religion, veteran status, sexual orientation or preference; or genetic information) shall be transmitted or retrieved. Any conduct which is impermissible under the law if expressed in any other form or forum is also impermissible if expressed through blogs, social networks, text messages or other electronic means.

110.09 OTHER LAWS

Employees must follow all copyright laws, public records laws, and any other laws that apply to each employee’s functional area.

110.10 MEDIA CONTACTS

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Media contacts made through blogs or social networks regarding the Town, its services or employees should be referred for coordination and guidance to the PIO/Communications Manager.

110.11 RIGHT TO MONITOR

The Town reserves the right to monitor all public blogs and social network forums for the purposes of protecting its interests and monitoring compliance with Town policies. If activity is found to be compromising or insubordinate, the Town may require cessation and removal of any detrimental commentary or postings. The Town reserves the right to access any Town computers and electronic communication devices to monitor blogs and online websites. Employees should not maintain any expectation of privacy with respect to information transmitted over, received by, or posted on such sites.

110.12 REPORTING

If an employee believes that a blog or other online communication violates any Town policy, the employee should immediately report the blog or online communication to PIO/Communications Manager. The Town will investigate the matter, determine whether such blog, posting, website, or communication violates Town policy, and take appropriate action, if necessary.

110.13 VIOLATIONS OF POLICY

Any employee who violates this Policy will be subject to disciplinary action, up to and including termination of employment. Additionally, violations of this Policy may result in criminal prosecution, reimbursement of expenses incurred as a result of the violation, and additional legal action.

110.14 DEFINITIONS

For the purpose of this Town of Trophy Club Social Media Policy, the following terms are defined as provided below:

- A. **Article:** An original posting of content to a Town of Trophy Club social media site by a Town of Trophy Club author.
- B. **Author:** An authorized Town of Trophy Club official that creates and is responsible for posted articles and information on social media sites (see article above).
- C. **Comment:** A response to a Town of Trophy Club article or social media content submitted by a commenter.
- D. **Commenter:** A Town of Trophy Club official or member of the public who submits a comment for posting in response to the content of a particular Town of Trophy Club article or social media content.

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- E. **PIO/Communications Manager:** An authorized Town of Trophy Club official, who reviews, authorizes and allows content submitted by Town of Trophy Club authors, and public commentators to be posted to a Town of Trophy Club social media sites.
- F. **Social Media Sites and Social Networking:** Both terms are used to refer to social Internet sites or websites wherein information is created, exchanged, or provided by/to third parties and individuals. Examples of social media include Facebook, blogs, MySpace, RSS, YouTube, Second Life, Twitter, LinkedIn, Delicious, Flickr, and blogs of all types, etc.

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111.00 SOLICITATION/SALES ON TOWN OF TROPHY CLUB PROPERTY

111.01 POLICY/PURPOSE

Public property, such as Town buildings, facilities, parking lots, grounds and other real property, is held in trust for the public. It is to be used for governmental and public purposes. The purpose of this Policy is to underscore the fact that public property is not to be used for private gain, unless private gain is merely an incidental result of a use primarily public in nature, or for the comfort, convenience, and benefit of Town employees as public servants. Solicitation requests will be reviewed on a case-by-case basis.

The purpose of this Policy is to provide guidance on what is a "sale or offer of sale" permissible on public property as serving a governmental or public purpose.

111.02 SALES OR OFFERS OF SALE ON TOWN PROPERTY

Unless otherwise allowed by this Policy, solicitation is not permitted of or by Town employees during working hours or on any Town property. "Solicitation" is any act or attempt to advertise, market, or sell any product or service or to seek employee membership in any organization, or to obtain a donation/contribution.

A Town employee may only solicit on Town property as specifically provided in these policies and/or under the following circumstances:

1. An employee may sell fund raising items to co-workers in accordance with Town Policy. If a fund raising sale is to occur in a location available to the public and/or multiple departments, the sale must be with approval of the Town Manager. All requests must be submitted in writing to Human Resources and then the Town Manager or the Town Manager's designee for approval. (Examples: Girl Scout cookies, Passbooks, gift-wrap, candy, candles, and other similar items sold in non-profit fundraising. Other examples are the Town "soup kitchen," sales in connection with United Way campaigns and similar sales of goods or services for fund raising purposes.)
2. An employee or other person authorized by their Department Head may take or place orders by, from, or for Town employees for Town or departmental logo items such as shirts, hats, jackets, and promotional items.

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Activities described in this Policy shall not interfere with Town employees' performance of their duties and the Town has the discretion to discontinue any solicitation or sale at any time. Solicitation on Town property is prohibited by persons who are not Town employees, in accordance with federal, state, and local law regarding use of Town property.

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201.00 STANDARDS OF CONDUCT

201.01 POLICY/PURPOSE

It is the Policy of the Town that certain conduct rules regarding employee behavior are necessary for the productive and efficient operation of the Town and for the benefit and protection of all employees.

201.02 EXPECTED CONDUCT

In keeping with the Policy/Purpose outlined above, employees are, at a minimum, expected to demonstrate the following standards of conduct:

- A. Comply with all Town policies and procedures;
- B. Be courteous and respectful to anyone in contact with the Town and to any member of the public while in the course and scope of Town business;
- C. Report to work on time as scheduled and at the assigned location;
- D. Timely notify your immediate Supervisor if you will be absent from work or unable to report to work on time.
- E. Wear appropriate clothing for the work you are to perform;
- F. Perform assigned tasks efficiently and effectively;
- G. Maintain cleanliness and orderliness in your work area;
- H. Cooperate fully in any investigation that the Town may undertake;
- I. Comply with all applicable federal and state laws and regulations;
- J. Report all felony convictions which occurred prior to or after your date of hire to your immediate Supervisor.

201.03 PROHIBITED CONDUCT

The following is a list of prohibited conduct, which may subject an employee to disciplinary action. This list is not intended to be exhaustive, but merely illustrative.

- A. Violation of Town policies and procedures;

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- B. Excessive and/or unapproved absences or tardiness;
- C. Falsifying any Town record, report, or application;
- D. Being impaired in the workplace due to the influence of intoxicating beverages or other drugs or substances;
- E. Being insubordinate, threatening, intimidating, assaultive or disrespectful toward a manager, supervisor, coworker, vendor, a member of the public, or anyone in contact with the Town;
- F. Theft or misuse of Town property or the property of a Town employee;
- G. Accessing; using; and/or disclosing confidential information of the Town or its employees without approval or a legitimate business purpose to do so;
- H. Any form of gambling, including betting pools, on Town premises and/or on working time;
- I. Any form of harassment, discrimination or retaliation in the workplace;
- J. Dereliction of duty, including, but not limited to, failure to observe and follow the rules or standard operating procedures of an employee's department or the Town; and/or failure to secure or report the loss of Town property.

201.04 VIOLATIONS

The Town may take disciplinary action, up to and including termination of employment for violations of this Policy.

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202.00 ETHICAL CONDUCT

202.01 POLICY/PURPOSE

Town employees must not engage in any activities, transactions, or relationships that are incompatible with the impartial, objective, and effective performance of their duties, or that are adverse to the Town's interest, or that adversely affect the Town's reputation. No employee shall solicit, accept, or give any gift, gratuity, favor, entertainment, reward, or any other item of monetary value that might influence, or appear to influence, the judgment, or conduct of the employee's job performance. The Town encourages its employees to fully exercise their constitutional rights as citizens to vote and participate in political activities, however, Town employees are subject to the restrictions specified in this Policy relating to use of work time, Town property, or use of their official status in political activity.

202.02 GENERAL PROVISIONS

Employees shall avoid any action, whether or not specifically prohibited, which might result in or create the appearance of:

1. Using public office for private gain;
2. Giving preferential treatment to any organization or person;
3. Impeding government efficiency or economy;
4. Losing complete independence or impartiality of action;
5. Making a government decision outside official channels;
6. Affecting adversely the confidence of the public in the integrity of the government;
or
7. Connection of the employee's public employment or position with any policy, practice, standard, position, advertisement, product, or service not officially sanctioned by the Town. Public employment or position includes the name or logo of the Town, the name of its departments, or the use of its offices.

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202.03 CONFLICTS OF INTEREST

A. Financial Interests

1. **State Law Restrictions.** Texas Local Government Code, Chapter 171, prohibits Town officials, both elected and appointed, from acting as a surety for a business having a contract with or performing work for the Town, or acting as a surety for any official bond required of a Town officer. The statute also restricts voting or decision-making in certain circumstances on matters involving businesses or real property in which the official or certain relatives have an ownership interest or receive income.
2. **Town Restrictions.** No employee shall have a pecuniary interest in any exchange with, purchase by, or sale of property, goods, or services with the Town, unless the employee has disclosed the pecuniary interest to the appropriate Department Head before any contact with the Town concerning the transaction. The Department Head must notify the Town Attorney's Office of the potential conflict.
 - a. This prohibition also applies where the pecuniary interest is held by the employee's spouse, child, parent, parent-in-law, brother, sister, grandparent, or grandchild, or other such in-laws.
 - b. Even if no conflict of interest is determined to exist:
 - 1) Employees shall receive no favor or special concession or inducement not customarily available and granted by the Town in such a transaction; and
 - 2) Any discretion by officers or employees of the Town in connection with any such transaction shall be exercised impartially and upon the same standards applied to all Trophy Club citizens.

B. Representing Others. An employee is prohibited from:

1. Appearing and serving as a designated spokesperson or representative for another person or persons, or any group or entity, in presentations before the Town Council or any Town department, agency, commission, or board on a matter related to his or her duties. This prohibition does not apply to:
 - a. Appearances or representations made by an employee in the official discharge of duties;
 - b. An employee expressing personal views for or against any issue pending before the Town; or

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- c. An employee representing another employee, or group of employees, to the extent authorized by the Texas Government Code, Section 617.005, related to wages, hours of work, terms or conditions of work.
- 2. Directly or indirectly representing another person, or any group or entity:
 - a. In any action or proceeding where any law, policy, or procedure of the Town is in issue;
 - b. In any litigation in which the Town or any Town department, agency, commission or board is a party; or
 - c. In any court action or proceeding that was initiated by a Town officer or employee in the course of official duties, or in any proceeding in which any Town officer or employee is a witness.

202.04 USE OF POSITION OR INFORMATION

- A. **Use of Official Position.** An employee shall not use official position, official identification card, or Town business card for personal or financial gain, for obtaining privileges not otherwise available to the employee, or for soliciting donation/contributions, except in the performance of assigned duties or where authorized by the Town Manager. An employee may not lend official identification card or Town business card to another person or permit it to be photographed or reproduced without approval.
- B. **Use of Name, Photograph, or Title.** An employee shall not permit or authorize use of name, photograph, or official title which identifies the employee as a Town employee, or permit or authorize the name or logo of the Town, or any of its departments or offices, or property of the Town to be used in connection with testimonials or advertisements of any commodity or commercial enterprise, for any personal reasons, or for soliciting donations/contributions without the approval of the Department Head.
- C. **Disclosure of Information.** No employee shall make known any information concerning an investigation, a known or reported law violation, a condition against which action is to be taken at a future time, or any proposed law enforcement action to any person not authorized to receive it. An employee shall treat the official business of the Town as confidential and shall disseminate information regarding official business only to those for whom it is intended in accordance with established Town procedures and consistent with the Texas Public Information Act. An employee may remove or copy official records or reports from a Town office only in accordance with established procedures. An employee shall not promise confidentiality, except when authorized by proper authority and necessary in the performance of his/her work.

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- D. **Use of Information Systems.** An employee shall not use information obtained in the course and scope of employment, including Town reports, records, files, or contacts with citizens, to contact any person for any purpose other than official business.
- E. **Suggestions Pertaining to Services.** An employee shall not recommend or suggest in any manner the employment or procurement of a particular product, professional service, or commercial service (such as an attorney, doctor ambulance service, towing service, plumber, mechanic, etc.) unless permitted by applicable Town ordinance, when authorized by proper authority, or in the transaction of personal business.
- F. **Limitations on Bail.** Employees shall not furnish non-cash bail nor act as principal or surety on any bail bond or bail bond application for any person charged with any type of criminal offense presented by Trophy Club officers, or arising out of an incident occurring in the Town, except for members of their immediate family (spouse, children, brothers, sisters and parents).

202.05 GIFTS AND GRATUITIES

- A. **State Law Prohibitions.** Employees are prohibited from the following criminal acts specified in Texas Penal Code Chapter 36:
 - 1. Bribery, which is defined as offering or receiving benefits for acts, decisions, opinions, recommendations, votes, or discretion ([Penal Code 36.02](#));
 - 2. Coercion of an employee to influence exercise of official power or duty ([Penal Code 36.03](#));
 - 3. Private communication to improperly influence an employee's official discretion in an adjudicator proceeding ([Penal Code 36.04](#));
 - 4. Tampering with witnesses, which is defined as offering or receiving benefits or coercion for false or withheld evidence, eluding legal process, or avoiding attendance ([Penal Code 36.05](#));
 - 5. Retaliation against an employee, witness, or informant for their service ([Penal Code 36.06](#)); and
 - 6. Gifts from those regulated, inspected, investigated, in custody, in litigation (actual or planned), or interested in, or likely to be interested in any transaction involving the employee's discretion ([Penal Code 36.08](#)).

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- B. **Town Restrictions.** The Town also imposes restrictions on acceptance of gifts and gratuities by employees. As used in this section, "gift and gratuity" means a payment, loan, subscription, advance, deposit of money, services, goods, merchandise, tickets, cash, present or promised, unless consideration of substantially equal or greater value is received. "Gift and gratuity" may include any tangible or intangible benefit in the nature of gifts, favors, entertainment, discounts, passes, transportation, accommodation, hospitality, or offers of employment.

1. **Prohibitions.** Unless specifically indicated in this Policy as permitted:

- a. An employee shall not accept nor solicit by request or exhibiting identification (including wearing of a uniform) any gift or gratuity, including food or drink for the employee or others from any individual, business establishment (profit or non-profit), or merchant including, but not limited to existing or potential vendors or contractors, franchisees, licensees, and/or customers of the Town.
- b. An employee shall not receive under any pretense or seek, ask, or share in any fee, reward, or other reimbursement or gratuity for the performance of official duties; and
- c. These prohibitions apply equally to receipt or solicitation by the employee's spouse, child, parent, parent-in-law, brother, sister, grandparent, or grandchild.

2. **Permitted Gifts and Gratuities.** The following activities are permitted:

- a. Solicitation or acceptance of anything from a friend or relative unrelated to any employee duties or Town business and based upon a personal or family relationship;
- b. Participation in the activities of or the acceptance of an award for a meritorious public contribution or achievement from a charitable, religious, professional, social, or fraternal organization, or from a non-profit educational, recreational, public service, or civic organization;
- c. Participation in widely-attended luncheons, dinners, and similar gatherings sponsored by industrial, technical, or professional associations for the discussion of matters of mutual interest to the Town. Payment by the Town for attendance by Town employees at such functions is encouraged;
- d. Acceptance, not otherwise prohibited by law or policy, of unsolicited advertising products or promotional material, such as pens, pencils, note pads, calendars, and other items under nominal value of not more than \$25;

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- e. Transportation, meals, or accommodations not excessive or extravagant in nature provided in connection with seeking other employment and not otherwise prohibited by this policy. The employee must notify Human Resources and the Town Manager;
 - f. A gift or gratuity extended to the entire Town or an entire department, extended through and approved by the Town Manager;
 - g. Acceptance of gifts including, but not limited to services, furniture, equipment, and materials intended for use by the Town or a department:
 - 1) Gifts valued at \$1,000 or less when approved by the Department Head;
 - 2) Gifts valued in excess of \$1,000 when approved by the Town Manager. Any employee or department representative who is offered or who receives any item on behalf of the Town or a department will immediately report the offer or item to the employee's immediate Supervisor. Where practical, receipt should not be made until a report is made and approval to accept is obtained,
 - h. Acceptance of benefits, food, drink, lodging, transportation, or entertainment not otherwise permitted under this Policy, but specifically authorized in writing by the Town Manager or the Town Manager's designee for an employee's group as incident to the normal course of and in furtherance of Town business. The employee shall file a monthly disclosure report to the allowing authority for review and indication of approval.
3. **Questionable Cases.** When any gift/gratuity is offered to an employee and it cannot be determined whether the acceptance would be prohibited or permitted, the employee shall submit the gift/gratuity proposal through the Department Head, or the Town Manager's designee, or Town Manager for approval or denial. The proposal must include a description of the gift, name of the donor (if known), when the gift was received, and explanation of the proposed disposition of the gift.
4. **Denied or Prohibited Gifts or Gratuities.** If a gift or gratuity is presented that is denied by the Department Head, or the Town Manager's designee, or Town Manager, or is prohibited under this Policy, the following procedures should be followed:
- a. If the donor is known, the employee must return the gift or gratuity.
 - b. If the donor is unknown, the employee will deliver the gift or gratuity to the immediate Supervisor, who will donate the gift or gratuity to a non-profit charitable organization.

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202.06 HONORARIA AND EXPERT TESTIMONY

- A. **Honoraria.** [Texas Penal Code Sec. 36.07](#) prohibits employees from soliciting, accepting, or agreeing to accept an honorarium (whether a one-time fee for one occasion, duty, or service, or for multiple occasions, duties, or services) from any non-Town source for services the employee would not have been requested to provide, but for the employee's official position or duties.
1. The prohibitions include both on-duty and off-duty occasions.
 2. Certain transportation, meals, and lodging expenses are permitted by law. Approval by the Department Head for such activity, on or off duty, and the expense reimbursement is required.
 3. Honorarium does not include witness fees required by law.
- B. **Expert Testimony.** Employees may not provide expert testimony without prior coordination and approval of the Town Manager and coordination with the Town Attorney's Office. Any fee tendered for the appearance of a Town expert witness may be accepted, if the appearance is approved and coordinated as required.
- C. **Use of Town Employees, Information, or Property.** No honorarium or expert testimony activity may involve use of information or Town property or employees not available to the general public, unless the Town Manager gives written authorization that such use is in the public interest.

202.07 POLITICAL ACTIVITY

A. Definitions

1. Political party: A national or state political party or an affiliated organization of such.
2. Election: Includes primary, special, and general elections.
3. Nonpartisan election: An election at which none of the candidates are to be nominated or elected as representing a political party, any of whose candidates for presidential election received votes in the most recent election at which time presidential electors were selected; and/or an election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a municipal ordinance, or any question or issue of similar character. This includes Town Council elections of the Town.

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4. Partisan election: An election at which any of the candidates are to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the most recent election at which presidential electors were elected; and/or an election involving a question or issue which is specifically identified with a political party, such as a constitutional amendment, referendum, approval of a municipal ordinance, or any question or issue of a similar character.
5. Political purposes or activities: Conduct in the furtherance of nonpartisan or partisan elections and/or of legislative actions by a governmental body.
6. Employee shall include trial, regular full-time, regular part-time, seasonal, temporary, and reserve Peace Officers.

B. Prohibited Political Activities. No employee shall:

1. Engage in political activities:
 - a. That are a violation of law or that are prohibited by this Chapter;
 - b. While on duty;
 - c. While in a uniform or vehicle that identifies the employee as a Town employee;
 - d. By use of the employee's official title or status; or
 - e. In the offices, buildings, or non-public areas of Town property, except for permitted activities in the furtherance of legislative action authorized by the Town Manager or the Town Council, in accordance with sanctioned Town business.
2. Become a candidate for, or campaign for election to:
 - a. Public office in a partisan election if the employee's principal employment is in connection with an activity, which is financed in whole or in part by loan or grants made by the United States or a federal agency;
 - b. Any elective public office in any election, if the office sought has direct or indirect contractual relation with the Town, presents a conflict of interest with the employee's employment, and the employee holds a policy-making position with the Town; (this restriction does not apply to the offices of justice of the peace or county commissioner); or
 - c. The office of mayor or council member of the Town.

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3. Make, solicit, collect, or receive a political contribution at or in an office or building of the Town;
4. Solicit, collect, or receive contributions for candidates, except from members of an employee organization to which the employee belongs;
5. Use official capacity to influence, interfere with, or affect the results of any election or nomination for office;
6. Address, appear at, or participate in political gatherings in support of or in opposition to a candidate when the employee is acting in an official capacity or with use of the job or duty title or status as an employee;
7. Directly or indirectly coerce, attempt to coerce, command, or advise a state or political subdivision officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes; or
8. Take an active part in managing the campaign for office of a candidate for Trophy Club mayor or Town Council.

C. **Permitted political purposes or activities.** In the capacity of a private individual and not as a Municipal employee, a private individual may otherwise participate fully in any other public affairs in a manner, which does not materially compromise the efficiency or integrity of the employee as an employee, or the neutrality, efficiency, or integrity of the employee's department, division, or office. Employees are specifically permitted to:

1. Register and vote in any election;
2. Express opinions as individuals, privately and publicly, on political issues and candidates;
3. Hold membership in a political party or other political organization and participate in its activities to the extent consistent with the law and this policy;
4. Attend a political convention, rally, fundraising function, or any other political activity not in violation of federal, state, or local laws;
5. Sign political petitions as individuals;
6. Make a financial contribution to a political party, organization, or candidate;
7. Serve as an election judge or clerk, except when prohibited by the [Texas Election Code, Chapter 32](#);

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8. Display campaign signs on the premises of private yards and homes, place bumper stickers on private vehicles, or wear campaign buttons or badges when off duty and not in a uniform or vehicle that identifies one as an employee of the Town;
9. Become a candidate in an election other than those prohibited in B.2. above;
10. Work in campaign headquarters of Trophy Club Mayor or Town Council candidates, or other candidates;
11. Endorse or oppose a candidate for Trophy Club Mayor, or Town Council, or other office;
12. Serve as an officer of a political party, or a member of a national, state, or local committee of a political party, or as an officer or member of a committee of a political club, or be a candidate for any such positions, or campaign on behalf of, or in opposition to a candidate for any such positions;
13. Organize or reorganize a political party, organization, or club;
14. Organize, sell tickets to, or actively participate in a fund-raising function for a political party or candidate;
15. Take an active part in managing the political campaign of a candidate for public Office in an election other than for Trophy Club Mayor or Town Council, or for a candidate for political party office;
16. Solicit votes in support of, or in opposition to any political candidate;
17. Serve as a delegate, alternate, or proxy to a political party convention;
18. Act as recorder, watcher, challenger at the polls, or drive voters to the polls on behalf of a partisan political party or candidate
19. Endorse or oppose a candidate in an election for public office in a political advertisement, broadcast, or campaign literature, except by use of the employee's job or duty title, or status as an employee;
20. Address a political convention, caucus, rally, or similar gathering except by use of the employee's job or duty title, or status as an employee;
21. Initiate or circulate a nomination petition or political petition as an individual; or
22. Distribute a card or other political literature relating to the campaign of a candidate.

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202.08 REPORTING PROCEDURES

It is the responsibility of each employee to report knowledge of actual or perceived Ethical violations. All actual or perceived violations of fraud, wasted, misuse, or misconduct by employees should be reported as soon as possible to your immediate Supervisor, Human Resources, or any other member of management. Reports may also be made anonymously by utilizing one of the following:

- English Speaking Reporting Phone Line – 844-280-0005,
- Spanish Speaking Reporting Phone Line – 800-216-1288, or
- Online at www.lighthouse-services.com/trophyclub

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203.00 ETHICS HOTLINE

203.01 SCOPE

This policy applies to all Town of Trophy Club employees, including part time, seasonal, temporary, and contract employees.

203.02 PURPOSE

The Town is committed to the highest possible standards of ethical, moral, and legal business conduct. In conjunction with this commitment and the Town's commitment to open communication, this policy aims to provide an avenue for employees to raise concerns and reassurance that they will be protected from reprisals or victimization for whistleblowing in good faith. However, if an employee feels that their anonymity is not required then they should follow the Town's existing Employee Complaint Policy and Procedures.

203.03 POLICY

The Ethics Hotline policy is intended to cover serious concerns that could have a large impact on the Town of Trophy Club, such as actions that:

- May lead to incorrect financial reporting;
- Are unlawful;
- Are not in line with Town policy; or
- Otherwise amount to serious improper conduct.

Regular business matters that do not require anonymity should be directed to the employee's supervisor and are not addressed by this policy.

203.04 SAFEGUARDS

- Harassment or Victimization.** Harassment or victimization of individuals submitting hotline reports will not be tolerated.
- Confidentiality.** Every effort will be made to protect the reporter's identity by our hotline vendor. Please note that the information provided in a hotline report may be the basis of an internal and/or external investigation by our company into the issue being reported. It is possible that as a result of the information provided in a report the reporter's identity may become known to us during the course of our investigation.

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- C. **Anonymous Allegations.** The policy allows employees to remain anonymous at their option. Concerns expressed anonymously will be investigated, but consideration will be given to:
- The seriousness of the issue raised;
 - The credibility of the concern; and
 - The likelihood of confirming the allegation from attributable sources.
- D. **Malicious Allegations.** Malicious allegations may result in disciplinary action.

203.05 PROCEDURE

- A. **Reporting.** The Hotline procedure is intended to be used for serious and sensitive issues. Serious concerns relating to financial reporting, unethical or illegal conduct, should be reported in either of the following ways:
- English speaking Reporting Phone Line – 844-280-0005
 - Spanish speaking Reporting Phone Line – 800-216-1288
 - Online at www.lighthouse-services.com/trophyclub

Reporters to the hotline will have the ability to remain anonymous if they choose. Please note that the information provided by you may be the basis of an internal and/or external investigation into the issue you are reporting and your anonymity will be protected to the extent possible by law. However, your identity may become known during the course of the investigation because of the information you have provided. Reports are submitted by Lighthouse to Human Resources or its designee, and may or may not be investigated at the sole discretion of the Town Manager.

Employment-related concerns should continue to be reported through your normal channels such as your immediate supervisor, Department Head, or other member of management, or Human Resources.

- B. **Timing.** The earlier a concern is expressed, the easier it is for the Town to take action.
- C. **Evidence.** Although you are not expected to prove the truth of an allegation, the employee submitting a report needs to demonstrate in their hotline report that there are sufficient grounds for concern.

203.06 HOW THE REPORT WILL BE HANDLED

The action taken will depend on the nature of the concern. Human Resources receives a copy of each report and follow-up reports on actions taken by the Town.

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Initial Inquiries. Initial inquiries will be made to determine whether an investigation is appropriate, and the form that it should take. Some concerns may be resolved by agreed upon action without the need for an investigation.

Feedback to Reporter. Whether reported directly to Town personnel or through the hotline, the individual submitting a report will be given the opportunity to receive follow-up on their concern:

- Acknowledging that the concern was received;
- Indicating how the matter will be dealt with;
- Giving an estimate of the time that it will take for a final response;
- Telling them whether initial inquiries have been made;
- Telling them whether further investigations will follow, and if not, why not.

Further Information. The amount of contact between the individual submitting a report and the body investigating the concern will depend on the nature of the issue, the clarity of information provided, and whether the employee remains accessible for follow-up. Further information may be sought from the reporter.

Outcome of an Investigation. At the discretion of the Town and subject to legal and other constraints the reporter may be entitled to receive information about the outcome of an investigation.

The Town of Trophy Club reserves the right to modify or amend this policy at any time as it may deem necessary.

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204.00 WORKPLACE VIOLENCE

204.01 POLICY/PURPOSE

The Town's Policy is to promote a safe environment for our employees and the visiting public, and to work with our employees to maintain a work environment that is free from all actual or perceived threats, aggression, intimidating or harassing behavior, sabotage, stalking, damage to property, or acts of violence, including assault.

204.02 PROHIBITED CONDUCT

- A. Acts prohibited by this Policy include, but are not limited to:
 - 1. Assault;
 - 2. Intentionally damaging Town property or property of another employee;
 - 3. Intimidating or harassing behavior;
 - 4. Sabotage;
 - 5. Stalking;
 - 6. Threats; and/or
 - 7. Committing acts of workplace violence.
- B. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination of employment.
- C. The Town encourages employees to bring their incidents or disputes with other employees to the attention of their immediate Supervisor, Department Head, or Human Resources before the situation escalates.

204.03 DEFINITIONS

- A. The definitions below are provided for use in the context of this Policy and should not be construed as legal definitions.
 - 1. **Assault.** To attack someone verbally or physically, causing bodily or emotional injury, pain, and/or distress. This might involve the use of a weapon, and includes actions such as hitting, punching, pushing, poking, or kicking.

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2. **Intimidating or Harassing Behavior.** Threats or other conduct which in any way create a hostile environment, impair Town operations; or frighten, alarm, or inhibit others. Psychological intimidation or harassment includes making statements which are false, malicious, disparaging, derogatory, rude, disrespectful, abusive, obnoxious, insubordinate, or which have the intent to hurt others' reputations. Physical intimidation or harassment may include holding, impeding or blocking movement, following, stalking, touching, or any other inappropriate physical contact or advances.
3. **Sabotage.** An act to destroy, damage, incapacitate, or contaminate property, equipment, supplies, or data (e.g., hard copy files and records, computerized information, etc.); to cause injury, illness, or death to humans; or to interfere with, disrupt, cripple, disable, or hinder the normal operations or missions of the Town.
4. **Stalking.** A pattern of conduct that includes approaching or pursuing another person with an intent to place that person in reasonable fear of serious bodily injury or death to him/herself or to a third party, such as repeatedly showing up at a person's house after being told to stay away, as opposed to a one-time event. Stalking can also be characterized by less direct actions, such as repeatedly contacting someone through the mail, phone, or internet, or leaving unwanted gifts or messages. In Texas, stalking is treated as a 3rd degree felony, which means that it is often punishable with a prison sentence. If convicted of another charge of stalking, it is considered to be a 2nd degree felony.
5. **Threat.** Any oral or written expression or gesture that could be interpreted by a reasonable person as conveying an intent to cause physical harm to persons or property. Statements such as, "I'll get him" or "She won't get away with this" could be examples of threatening expressions depending on the facts and circumstances involved.
6. **Workplace Violence.** An action, including verbal, written, or physical aggression, which is intended to control or cause, or is capable of causing, death or serious bodily injury to oneself or others, or damage to property. Workplace violence includes, but is not limited to abusive or aggressive behavior toward others, including assault, intimidating or harassing behavior, and threats.

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204.04 REPORTING PROCEDURES

It is the responsibility of each employee to report knowledge of actual or perceived workplace violence. All actual or perceived threats, aggression or other acts of workplace violence, should be reported as soon as possible to your immediate Supervisor, Department Head, Human Resources, or any other member of management. This includes actual or perceived threats, aggression, intimidation, harassment, sabotage, stalking, or acts of violence by employees, customers, vendors, solicitors, or other members of the public. Reports may also be made anonymously by utilizing one of the following:

- English Speaking Reporting Phone Line – 844-280-0005,
- Spanish Speaking Reporting Phone Line – 800-216-1288, or
- Online at www.lighthouse-services.com/trophyclub

204.05 AMERICANS WITH DISABILITIES ACT (“ADA”) IMPLICATIONS

- A. The ADA is relevant to the issue of workplace violence. Employees who threaten or commit acts of violence may seek leave or other accommodation under the ADA because of debilitating psychological conditions that may lead to violence, but the laws do not shield employees from the consequences of violent behavior. Employees must be qualified to perform the essential functions of the position, with or without a reasonable accommodation. Victims of threatening or violent behavior may also seek protection after being victimized if they develop debilitating psychological conditions that limit their ability to perform the essential functions of the position with or without a reasonable accommodation.
- B. In the context of workplace violence, an individual may be denied employment or discharged where: (1) that individual poses a direct threat to the health and safety of others; and (2) the direct threat cannot be reduced or eliminated by a reasonable accommodation without undue hardship. A direct threat of violence is generally understood to mean a specific and significant risk of violence coupled with a high probability of substantial harm. It is determined on a case-by-case basis.

204.06 FAMILY AND MEDICAL LEAVE ACT (“FMLA”) IMPLICATIONS

The FMLA guarantees an eligible worker the right to take up to 12 weeks of unpaid, job-protected leave in a year to care for one's own serious health condition or to attend to family members' serious health conditions. If a mental or physical injury occurs due to workplace violence, an employee may be eligible to utilize this leave for care of the injury.

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204.07 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS (OSHA)

- A. OSHA establishes standards for maintaining safe work environments. The standards require that the Town furnish to each of its employees, a place of employment that is free from recognized hazards that are causing or are likely to cause death or serious physical harm. OSHA investigates and makes determinations about violations to its standards. To prove a violation, OSHA must find that the employer failed to keep the workplace free of a hazard to which employees of that employer were exposed, the hazard was recognized, the hazard was causing or was likely to cause death or serious physical harm, and there was a feasible and useful method to correct the hazard.
- B. OSHA has developed guidelines to help prevent workplace violence. Employers can be cited if there is a recognized hazard of workplace violence in their establishments and they do nothing to prevent or abate it.
- C. **Other Responsibilities.** The Town may also need to be aware of other laws and regulations that impact their response to violence in the workplace. For example, most states now have stalking laws that prohibit willful, malicious, and repeated following and harassing of another person. These stalking laws would prohibit this type of behavior at work as well. Retraining orders and protective court orders are another measure used in the community for preventing further violence, threats, or harassment. They are issued by a court and forbid, for a specified period of time, one party from making contact with another. It is important that appropriate persons in the agency know about these orders so that the individuals can be protected at work, particularly when the two parties work together. Individual states also have laws related to safety and health in the workplace, which typically mirror OSHA. Some recognize violence as a workplace hazard and others do not.

204.08 LINKS

- www.lighthouse-services.com/trophyclub

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205.00 HARASSMENT, DISCRIMINATION, AND RETALIATION

205.01 POLICY/PURPOSE

The Town is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Town expects all relationships among persons in the workplace to be free of discrimination and harassment of any kind. The Town specifically prohibits discrimination, harassment, and/or retaliation.

The Town encourages reporting of all incidents of discrimination, harassment, or retaliation. It is the policy of the Town to investigate all such reports. The Town prohibits retaliation against any individual who reports in good faith any discrimination or harassment, or participates in an investigation of such reports.

205.02 SEXUAL HARASSMENT

- A. Harassment is a form of employment discrimination that violates [Title VII of the Civil Rights Act of 1964](#), the [Age Discrimination in Employment Act of 1967](#), (ADEA), and the [Americans with Disabilities Act of 1990](#), (ADA). Employees are expected to maintain a productive work environment that is free from harassing or disruptive activity. No form of harassment will be tolerated.
- B. Each Supervisor and Department Head has a responsibility to keep the workplace free from any form of harassment, in particular, sexual harassment. No Supervisor or Department Head is to threaten or insinuate, either implicitly or explicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment.
- C. Sexual harassment is a form of sex discrimination that violates [Title VII of the Civil Rights Act of 1964](#). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - 1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
 - 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; 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.

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D. Sexual harassment is unacceptable and will not be permitted. Sexual harassment is a form of misconduct that includes, but is not limited to:

1. Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances or propositions;
2. Verbal harassment of a sexual nature, such as lewd comments, innuendos, sexual jokes or references, and other offensive personal references;
3. Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;
4. The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, graffiti, cartoons, magazines, calendars, posters, pictures, or photographs;
5. Demeaning, insulting, intimidating or sexually suggestive written, recorded or electronically transmitted messages, voice mails, emails, IM's, text messages, chat room and blog messages, and;
6. Other verbal and physical conduct of a sexual nature where:
 - a. Submission to or rejection of the conduct is used or threatened to be used as a condition of employment;
 - b. Submission to or rejection of the conduct is used or is threatened to be used as the basis for employment decisions;
 - c. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
 - d. The conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
7. Depending upon the circumstance, improper conduct also can include vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

E. Sexual harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. The harasser can be the employee's Supervisor, a Supervisor in another area, an agent of the employer, a co-worker, or a non-employee.

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2. The employee does not have to be the person harassed, but can be anyone affected by the offensive conduct.
 3. The employee as well as the harasser may be a woman or a man. The employee does not have to be of the opposite sex.
- F. Prevention is the best way to eliminate harassment in the workplace. The Town strives to take appropriate steps to prevent and promptly correct any unlawful harassment. Unwelcome harassing conduct will not be tolerated. Rather, the Town strives to create an environment in which employees feel free to raise concerns and are confident that those concerns will be addressed.
- G. Employees are encouraged to tell an alleged harasser directly that the conduct is unwelcome and must stop. Employees should also report any harassment to his/her immediate Supervisor, Department Head or Human Resources as soon as possible to prevent its escalation.
- H. Conduct prohibited by these policies is unacceptable in the workplace as well as in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

205.03 OTHER FORMS OF HARASSMENT

- A. Other forms of prohibited harassment include harassment based on race, color, religion, national origin, age (40 or older), veteran status, disability, citizen status, sexual orientation or preference, and genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.
- B. Prevention is the best way to eliminate harassment in the workplace. The Town strives to take appropriate steps to prevent and promptly correct any unlawful harassment. Unwelcome harassing conduct will not be tolerated. Rather, the Town strives to create an environment in which employees feel free to raise concerns and are confident that those concerns will be addressed.
- C. Employees are encouraged to inform a harasser directly that the conduct is unwelcome and must stop. Employees should also report any sexual harassment to his/her immediate Supervisor, Department Head or Human Resources as soon as possible to prevent its escalation.

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- D. Conduct prohibited by these policies is unacceptable in the workplace as well as in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

205.04 DISCRIMINATION

No employee shall discriminate against or favor any individual on the basis of race, color, religion, national origin, age (40 or older), veteran status, disability, citizen status, sexual orientation or preference, and genetic information, or any other category protected by law.

205.05 RETALIATION

The Town prohibits retaliation of any kind against a person who reports discrimination or harassment, or other unprofessional or unethical conduct, or who participates in an investigation of a claim of discrimination or harassment, is prohibited. Acts of retaliation should be reported immediately and will be promptly investigated and immediate and appropriate action will be taken.

205.06 REPORTING

- A. The Town encourages reporting of all incidents of discrimination, harassment, or retaliation, regardless of the identity or position of the alleged offender. A person who believes that he or she has been the subject of such conduct should discuss those concerns with his/her immediate Supervisor, Department Head, or Human Resources as soon as possible to prevent its escalation.
- B. Individuals who believe they are being subjected to such conduct should promptly advise the alleged offender that the behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. If the conduct persists, the employee should file a formal complaint with Human Resources.
- C. All immediate Supervisors are required to consult with Human Resources any time an individual notifies them of conduct that may constitute harassment, discrimination, or retaliation.

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205.07 COMPLAINT PROCEDURE

- A. As noted in this Section, individuals who believe they have been subjected to prohibited conduct or believe they have witnessed such conduct may file a formal complaint with Human Resources. The complaint must be in writing on the form provided and should include a detailed account of the incident or incidents, including dates, times, and names of witnesses and other persons involved.
- B. Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly by Human Resources or designee. Human Resources or designee will meet with the individual within five (5) calendar days after receipt of the complaint and shall investigate the complaint and render a decision to the person within a reasonable amount of time and without undue delay after meeting with the individual.
- C. If the complaining person is not satisfied with the decision of Human Resources or designee, that party may, within five (5) calendar days of receipt of the decision, appeal to the Town Manager for final disposition. The Town Manager or designee shall review the complaint and the investigation conducted and/or conduct further investigation, and render a decision within a reasonable period of time and without undue delay.
- D. Confidentiality will be maintained throughout the investigation process to the extent possible.

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206.00 DRUGS AND ALCOHOL IN THE WORKPLACE

206.01 POLICY/PURPOSE

This Policy is intended to provide a drug and alcohol-free work place, which will foster safety and productivity for Town employees. To further this objective, the following Policy regarding alcohol and drug use in the work place has been established.

206.02 APPLICATION OF POLICY

This Policy applies to all Town employees regardless of rank or position and includes temporary, contract and part-time employees.

206.03 USE OF ALCOHOL IN THE WORK PLACE

Consuming alcoholic beverages while on duty or in uniform or while in any Town facility or on Town property is prohibited. Employees must not report to work or be on duty while under the influence of alcohol. Employees shall not bring into or store alcoholic beverages in any Town premises or vehicle.

206.04 USE OF DRUGS IN THE WORK PLACE

Notice to immediate Supervisor. When controlled substances, narcotics, or hallucinogens, or any other drugs that adversely affect an employee's ability to safely perform job duties are used or prescribed for use during work hours, or the side effects could be experienced during work hours, the employee should notify his/her immediate Supervisor.

206.05 PRE-EMPLOYMENT SCREENING

- A. **Test required.** Individuals who seek employment with the Town will be required to submit to a pre-employment drug test. All such tests will be conducted under the supervision of the Town's designated physician or testing facility.
- B. **Consent.** All job applicants will be required to sign a consent form authorizing pre-employment drug testing and the use of test results in employment decisions. Applicants who refuse to sign the consent form will not be considered for employment.
- C. **Positive test.** An applicant with a confirmed positive test for any drug for which he or she does not have a valid medical prescription, has two inclusive test results, or a double dilute result will not be considered for employment. The applicant may be reconsidered for employment after a period of 12 months.

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206.06 REASONABLE SUSPICION TESTING

- A. **Test required.** When a supervisor or other member of management has a reasonable suspicion that an employee, at work or when reporting to work, appears to be under the influence of drugs and/or alcohol, or appears otherwise impaired, and unfit for duty, the employee will be required to consent to a drug and/or alcohol test.
- B. **Reasonable suspicion.** Reasonable suspicion is a decision made based on specific facts and reasonable inferences drawn from an employee's actions and appearance that cause a supervisor or other member of management to have an individualized suspicion that the employee is under the influence of drugs or alcohol. Circumstances which constitute a factual basis for determining reasonable suspicion may include, but are not limited to:
1. Direct observation of drug or alcohol use or possession;
 2. Possession of drug paraphernalia;
 3. Observation of physical symptoms of drug or alcohol use, such as slurred speech, red watery eyes, dilated pupils, drowsiness, or sleeping;
 4. Sudden, unexplained personality changes, drastic mood swings, or changes in personal habits, including inattention to personal hygiene or frequently borrowing money;
 5. Documented deterioration of an employee's job performance, which may include excessive absenteeism or tardiness;
 6. Information provided by a reliable or credible source which is independently corroborated;
 7. Involvement in accidents or injuries in which obvious precautions were not taken, improper or careless orders were given, or an unusually reckless attitude is present, or
 8. Arrest or conviction for a drug or alcohol-related offense on or off the job, or the identification of an employee as the focus of a criminal investigation into illegal drug use, possession, or trafficking.
- C. **Reasons for reasonable suspicion shall be documented.** In establishing a basis for reasonable suspicion, the immediate Supervisor or other member of management will interview the employee about possible causes for the observed behavior, and will describe the incident in writing by completing a [Report of Reasonable Suspicion](#).

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- D. **Review of documentation.** Once the interview has taken place and the appropriate documentation is completed, the highest-ranking available department official must contact Human Resources for a review of the documentation. Human Resources must concur with the department official's recommendation before an alcohol and/or drug test is performed. If Human Resources concurs, the employee will be given the [Post-Accident and Reasonable Suspicion Drug/Alcohol Testing Consent Form](#) and the [Drug and/or Alcohol Test Authorization Form](#) to authorize the drug test.
- E. **Procedures/Rules.** A consenting employee must be driven to the testing facility and then home by his/her immediate Supervisor, or designee. The employee will not be allowed to return to work until the results of their test have been returned from the testing facility. An employee who refuses to consent to the drug and/or alcohol test as required by this Policy will be immediately relieved from duty and will be subject to termination of employment. In no instance shall an employee be allowed to drive their personal vehicle or a Town vehicle following a reasonable suspicion drug and/or alcohol test.
- F. **Positive Test.** An employee with a verified positive test for alcohol and/or any drug included as part of the Town's drug testing process, or any drug for which he/she does not have a valid medical prescription, will be subject to termination of employment.
- G. Human Resources will keep drug and/or alcohol test results in a separate file from an employee's personnel file, and that file will remain confidential.

206.07 POST-ACCIDENT TESTING

- A. **Basis for Testing.** Any employee involved in an accident that involves a Town motor vehicle or a work related accident, injury or illness that results in any lost time, personal injury, medical treatment, or property damage will be required to submit to post-accident drug and/or alcohol testing. Forms and instructions are located at the end of this Policy and in the Documents Section within [ESS](#).

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- B. **Procedures/Rules.** When a work related accident, injury or illness occurs, the employee or employees involved must immediately notify their immediate Supervisor, who will immediately notify Human Resources who will initiate the post-accident drug and/or alcohol testing process. Once the drug and/or alcohol testing is initiated, the employee must be driven to the testing vendor and then home by his/her immediate Supervisor, or designee. The employee will not be allowed to return to work until the results of his/her test has been returned from the vendor. An employee who refuses to consent to the drug and/or alcohol test will be subject to termination of employment. If a work related accident, injury, or illness happens after hours, the required forms and process is available within the Documents section within [ESS](#) and at the end of this Policy. Additional information regarding work related accident, injury, or illness is available in Section 703.00 (Workers' Compensation.)
- C. **Positive Test.** An employee with a verified positive test for alcohol and/or any drug included as part of the Town's drug testing process, or any drug for which he/she does not have a valid medical prescription, will be subject to termination of employment.

206.08 RANDOM TESTING

- A. **Random Testing.** Random drug testing pertains to all employees in USDOT Safety Positions. An employee, as a condition of employment, shall agree to submit to drug and alcohol testing when selected by a random selection process in accordance with Town policies. Employees will be selected for testing on a random basis in a manner to ensure that each covered employee has a substantially equal chance of selection. The testing frequency selection process is such that an employee's chance of selection continues to exist throughout his/ her employment. Random drug testing will be administered according to the general guidelines of the Department of Transportation Random Drug Testing Program.
- B. **Random Selection Positions.**
1. USDOT Safety-sensitive positions are those positions identified by the United States Department of Transportation as safety-sensitive and subject to USDOT rules relating to drug and /or alcohol testing. Those covered include Town employees who are Commercial Driver's License (CDL) holders who operate a Commercial Motor Vehicle.

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2. **Safety Impact Positions** are those positions involving job duties which if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, co-workers, and/or the public. Any employee who operates a Town-owned or leased vehicle or motor driven or heavy equipment as part of their primary duties is in a safety impact position. Employees who drive on Town business are in safety impact positions if they drive as a regular, primary, or substantial part of their duties on behalf of the Town. The Town Manager shall designate the positions subject to such testing.

C. **Random Selection Process.** The Town's designated physician or testing facility will administer the random selection process to determine the names of those employees to be tested. Random Testing for alcohol and/or drugs shall be administered at current annual rates suggested by the DOT.

1. In the event an employee who is selected for a random alcohol test is on vacation or an extended medical absence, or not available for any other reason, the Town can either select another employee for testing or keep the original selection confidential until the employee returns.
2. The testing shall be unannounced and spread reasonably throughout the calendar year. Each employee selected for random controlled substances testing shall proceed immediately to the testing site upon notification of being selected.

D. **Procedures/Rules.** When selected for random drug and/or alcohol testing, employees and their immediate Supervisors will be notified by Human Resources. The notification will be documented by completing a Notification for Random Drug/Alcohol Testing Form.

E. **Positive Test.**

1. An employee with a verified positive drug test result must be immediately removed from performing safety-sensitive functions and will be subject to termination of employment. This action must be taken upon receiving the initial report of the verified positive test result. Supervisors should not wait to receive the written report of the verified positive result of a split specimen test.
2. If the Town receives a verified adulterated or substituted drug test result, the Town will consider this a refusal to test and immediately remove the employee involved from performing safety-sensitive functions and the employee will be subject to termination of employment. The Town will take this action on receiving the initial report of the verified adulterated or substituted test result, and will not wait to receive the written report or the result of a split specimen test.

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3. The Town will immediately remove an employee from involvement in safety-sensitive functions who receives an alcohol test result of 0.02 or higher, and the employee will be subject to termination of employment. The Town will not wait to receive the written report of the result of the test.
4. When an employee has a verified positive, adulterated, or substituted test result, or has otherwise violated a DOT agency drug and alcohol regulation, the Town will immediately remove the employee from safety-sensitive functions and the employee will be subject to termination of employment.
5. If the Town receives a drug test result indicating that the employee's urine specimen test was cancelled because it was invalid and that a second collection must take place under direct observation, the Town will:
 - a. immediately direct the employee to provide a new specimen under direct observation;
 - b. not attach consequences to the finding that the test was invalid other than collecting a new specimen under direct observation;
 - c. not give any advance notice of this test requirement to the employee;
 - d. instruct the collector to note on the CCF the same reason (e.g., random test, post-accident test) and DOT Agency (e.g., check DOT and FMCSA) as for the original collection; and
 - e. ensure that the collector conducts the collection under direct observation.
6. If the Town receives a cancelled test result when a negative result is required (e.g., pre-employment, return-to-duty, or follow-up test), the Town will direct the employee to provide another specimen immediately.
7. The Town may also be required to take additional actions required by DOT agency regulations.

206.09 PERIODIC/OTHER TESTING

- A. The Town may perform testing of an employee on a periodic basis in conjunction with his/her Commercial Driver's License physical renewals. The Town also reserves the right to test an employee at the time that the employee is enrolled in a drug rehabilitation program and at any time during or for a period not to exceed 60 months after rehabilitation. The notification will be documented by completing a Notification of Selection for Periodic/Other Drug Testing Form.

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- B. The Town may perform testing of an employee for drug or alcohol use, upon return to work following probation, suspension, layoff, or extended leave of absence or any other time in order to comply with State or Federal regulations. The notification will be documented by completing a Notification of Selection for Periodic/Other Drug Testing Form.
- C. Procedures/Rules. When scheduled for periodic or other alcohol and/or drug testing, employees and their immediate Supervisors will be notified by Human Resources. The notification will be documented by completing a Notification of Periodic/Other Drug/Alcohol Testing Form.

206.10 CONDUCTING DRUG AND ALCOHOL TESTS

- A. **Testing facility.** The Town will designate the vendor to perform any required testing, and is responsible for the cost of any required testing, which will be performed using a breath specimen, urine specimen, or other bodily fluid suitable for testing.
- B. **Test Procedures.**
 - 1. Employees selected for alcohol and/or drug testing for any reason shall be notified by Human Resources and his/her immediate Supervisor to submit to the testing immediately.

Employees will need to sign a consent form, consenting or refusing the drug and/or alcohol test.
 - 2. Once an employee has been notified to take a drug and/or alcohol test, unless hospitalized, no sick or other leave may be authorized until the collection process is completed.
 - 3. When drug screening is required or authorized under the provisions of this Policy, a urinalysis test will be given to detect the presence of amphetamines, cocaine metabolites, opiate metabolites, phencyclidine and marijuana metabolites or other drugs.
 - 4. If an initial drug screen yields a positive result, a second confirmatory test, using a gas chromatography/mass spectrometry (GC/MS) test will be conducted on a portion of the same urine sample provided by the applicant or employee for use in the initial drug screen.
 - 5. If an employee tests positive for drugs, abuse of legal drugs, and/or the presence of alcohol, he/she will be subject to termination of employment.

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6. Alcohol testing using the Department of Transportation's certified Evidence Breath Testing (EBT) device shall be completed by a certified Breath Alcohol Technician (BAT). The minimum levels of positive test results are the levels authorized by the Department of Transportation.
- C. Any attempt by an employee to circumvent or manipulate the testing and/or screening process by using pre-tested urine or other urine not then and there provided from the body of the employee shall be deemed to be a positive test for the purposes of this Policy.

206.11 TEST RESULTS

- A. Human Resources will receive the results of the alcohol and/or drug tests of employees and applicants:
1. Test results will be held in the strictest confidence. The personal identification of the employee failing to pass the test will not be communicated to anyone other than the employee and the appropriate staff member and selected Town employees, on a need-to-know basis. For purposes of this section, those with a need-to-know will be Human Resources, the Town Manager, the Town Attorney, the Department Director of the department in which the employee works, and the employee's immediate Supervisor. The information may be released, if required, by court order from any court of competent jurisdiction. Employees who are tested will be provided with a copy of the test results if requested in writing. Dissemination of information relating to the results of any drug test conducted on any employee to any person, who has no need to know, may result in disciplinary action, including dismissal of the person disseminating the information.
 2. Positive test. Any current employee who tests positive for the presence of drugs or alcohol in a reasonable suspicion, post-accident, random or periodic/other alcohol and/or drug test will be subject to termination of employment.
 3. All records relating to the incident will be maintained by Human Resources.

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206.12 SELF-DECLARATION AS A SUBSTANCE ABUSER

- A. Participation in Town employee assistance program. Any employee may identify him or herself at any time as an abuser of drugs or alcohol and, voluntarily, through a recognized treatment program, seek counseling and rehabilitation. In these instances, the employee will be permitted the use of available leave subject to the provisions of Section 500.00. Employees undergoing treatment will be required to authorize disclosure of their progress in treatment to Human Resources. Employees who fail to actively participate in and comply with the rules of the rehabilitation program will be subject to immediate revocation of their leave and termination of employment.
- B. A Self-Declaration may not be used to avoid drug or alcohol testing. This section is not intended to provide a means for an employee to avoid any required drug and alcohol testing. Once the process of establishing reasonable suspicion has been initiated, or an accident or injury has occurred, an employee may not seek treatment in an effort to avoid testing and possible disciplinary action.

206.13 DRUG OR ALCOHOL CONVICTIONS

- A. **Notification required.** Any employee who is convicted of criminal activity involving the illegal use or possession or distribution of drugs must notify the employee's immediate Supervisor no later than five (5) days after a conviction or after entering a plea of guilty or no contest. Failure to do so may result in disciplinary action, up to and including termination of employment.
- B. **Conviction during working hours.** Employees who are found guilty, plead guilty or no contest to a violation of criminal drug and alcohol statutes, which occurred during working hours, will be subject to termination of employment.
- C. **Other Convictions.** Except as provided by Subsection (b), employees who are convicted of a violation of any drug or alcohol law may be allowed to remain employed by the Town, depending on the circumstances of their arrest and conviction, and the nature of their position with the Town. Continued employment with the Town will be contingent upon the employee's active participation in a recognized treatment program and the employee's work performance. Any convicted employee who is allowed to remain employed will be subject to periodic testing as provided in Section 206.08.

206.14 EMPLOYEE ASSISTANCE

- A. **Referral.** The Town will provide employees with information regarding the Town's Employee Assistance Program ("EAP"). EAP information is available from Human Resources.

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- B. **Leave for treatment.** Employee assistance activities, such as referral appointments, will be treated on the same basis as other personal business or health matters with regard to use of available leave. Available leave may be taken as needed.

206.15 FOLLOW-UP TESTING OF KNOWN SUBSTANCE ABUSER

Employees who have completed a drug or alcohol rehabilitation program will be subject to periodic, unscheduled testing for a period of one (1) year after completion of the program. Employees who successfully complete treatment for use of drugs or alcohol and subsequently are found, during working hours to be in possession of or under the influence of drugs or alcohol or drugs, or test positive at any time will be subject to termination of employment.

206.16 DISCLOSURE OF PRESCRIPTION OR OVER-THE-COUNTER DRUG USE TO IMMEDIATE SUPERVISOR

- A. **Notification required.** The Town recognizes that employees may, from time to time, need to take prescription or over-the-counter medications that may cause the effects of light-headedness, weakness, dizziness, drowsiness, sedation, loss of coordination, disorientation, or other comparable side effects. The employee is required to notify the employee's immediate Supervisor prior to reporting for duty if the employee's performance is compromised or diminished from use of prescription or over-the-counter drugs. It is the responsibility of employees to request reassignment to other duties, if needed, for the duration of impairment, or to request the use of available leave. The Town reserves the right to have a physician of its own choice determine if the medication produces hazardous effects at the prescribed dosage and may restrict the employee's work activity.
- B. **Failure to notify.** Employees who fail to notify their immediate Supervisor of an impairment under Section A, and who continue to work, may be required to take available leave, or to perform other assignments and may be subject to disciplinary action, up to and including termination of employment.

206.17 EMPLOYEES ON DESIGNATED STAND-BY STATUS OR SUBJECT TO CALL BACK

- A. **On-call employees.** Employees who are designated for "on-call status" are expected to be free of drugs or alcohol, and available to report to work for the duration of their on-call status. "On-call" employees who fail to report to a call to duty, or who report for duty under the influence of drugs or alcohol, may be subject to drug and alcohol testing and disciplinary action, up to and including, termination of employment.

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- B. **Emergency duty.** The Town recognizes that, in rare instances, employees who are not designated for call-back may be requested to report for emergency or unexpected duty. Employees who may be under the influence of alcohol or legally obtained medication must report this fact to their immediate Supervisor and must decline calls for emergency duty. In this event, the employee will not be subject to any disciplinary action. Emergency duty employees who fail to report to a call to duty, or who report for duty under the influence of drugs or alcohol, may be subject to drug and alcohol testing and disciplinary action, up to and including, termination of employment.

206.18 OFF-DUTY CONDUCT

It is not the Town's intent to intrude upon the private lives of its employees. The Town does, however, reserve the right to take disciplinary action, up to and including termination of employment, in the event that an employee's off-duty involvement with drugs or alcohol is damaging to the Town's reputation or business, or interferes with the employee's job duties.

206.19 SEARCHES

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

206.20 FORMS

- [ESS website](#)
- [Drug and/or Alcohol Test Authorization Form](#)
- [Post-Accident and Reasonable Suspicion Drug/Alcohol Testing Consent Form](#)
- [Report of Reasonable Suspicion](#)
- [Work Related Post Accident & Illness Reporting & Testing Protocol](#)

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207.00 SMOKE AND TOBACCO FREE WORKPLACE

207.01 POLICY/PURPOSE

To protect and enhance air quality and contribute to the health and well-being of all employees, volunteers and visitors, the Town shall be entirely smoke free.

Specifically, the Town prohibits smoking and/or vaping of any kind on Town premises. Prohibited products include tobacco (including chewing tobacco), e-cigarettes, e-cigars, e-pipes, e-hookahs or any other product used for smoking purposes.

Further, the Town specifically precludes smoking on Town premises as follows:

- A. **On Duty.** Employees and volunteers are prohibited from smoking in Municipal buildings and facilities, Town parking lots, or Town vehicles. For the purposes of this prohibition, employees may smoke only in specifically designated areas at least 25 feet away from the building entrance, any operable windows, and ventilation systems of enclosed areas on Town premises. All materials used for smoking in designated smoking areas, including, but not limited to, cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
- B. **Off Duty.** Except where otherwise provided, off duty employees and volunteers are subject to the rules applicable to the public in Town buildings and facilities; no smoking or use of other smoking-related products is permitted within Town buildings or facilities.
- C. **In Vehicles.** Smoking and using tobacco products is prohibited in all Town vehicles at any location.

Failure to comply may result in disciplinary action up to and including termination.

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208.00 DRESS CODE

208.01 POLICY/PURPOSE

The Town of Trophy Club intends that work attire should complement an environment that reflects efficient, orderly, and professionally operated organizations. All employees will be well groomed, neat, and dressed appropriately for their job function. While we trust each employee's common sense and good judgment, a dress code must be followed that is appropriate and conducive to the work environment. Management adopted a casual business dress code but emphasizes some positions may call for a more professional attire. Appropriate dress and hygiene are important in promoting a positive image to our residents. We want to stress a Casual Business Dress Code Policy is a benefit and must be adhered to in order to be retained.

Dress Code. There may be times when more customary business attire would be appropriate, for example, for attendance at Council meetings, when meeting with clients, a resident, vendor, or are representing the Town of Trophy Club at an outside community function. Employees who are hosting or attending meetings with clients, vendors, or employees from another municipality should wear appropriate clothing, which may include business attire. This Policy does NOT require employees to purchase casual business attire. Employees who prefer to dress in formal or traditional business attire should feel free to do so.

208.02 GENERAL PROVISIONS

The dress code guidelines apply to all full-time, part-time, temporary, seasonal, uniformed, and non-uniformed employees. Clothing must be in good condition, pressed, clean, properly fitting, and non-revealing.

208.03 DEPARTMENTAL PROCEDURES

- A. Due to the many types of jobs within the Town of Trophy Club, several different dress standards are necessary. An employee should comply with his or her department's dress and safety standards.
- B. Uniformed personnel will comply with the dress code established within their department.
 - 1. Employees required to wear uniforms and/or specified apparel will be provided new uniforms and apparel with required insignia upon employment. Replacement uniforms and apparel will be furnished at the expense of individual department on an "as needed" basis and per individual department guidelines.

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2. Uniform shirts must be worn buttoned and tucked in at all times. Uniform long trousers/pants must be worn at all times and be free of rips, holes, or tears.
 3. Uniformed employees who terminate employment with the Town of Trophy Club must return all uniforms and apparel issued by the Town of Trophy Club in order to receive his/her final paycheck. Immediate Supervisors are responsible for the removal and return of identifying patches and insignia.
- C. Each department determines what type of footwear to be worn based on the safety needs of the job.
- D. In instances where this Policy conflicts with department dress codes, the more restrictive Policy will apply.
- E. The provisions established in this Policy apply in normal work situations; however, there may be instances where exceptions may be made, including, but not limited to special work assignments or inclement weather. When a specific short-term situation dictates or when medical conditions exist, a Department Head may authorize exceptions to this Policy.

208.04 APPLICATION

- A. Managers and immediate Supervisors are responsible for interpreting and enforcing dress and grooming standards in their areas of responsibility. This includes counseling employees whose appearance is inappropriate. Reasonable accommodation will be made for employees' religious beliefs and disabilities whenever possible and consistent with the business necessity to present a professional appearance to the public. Questions or complaints that cannot be handled to an employee's satisfaction by his or her immediate Supervisor or manager should be taken to Human Resources.
- B. Any employee whose appearance does not meet these standards will be counseled by his/her immediate Supervisor or Manager. If the appearance is unduly distracting or the clothing is unsafe, the employee may be sent home to correct the problem. Non-exempt employees will be sent home without pay. Repeated disregard for this dress code may result in disciplinary action up to and including termination of employment.

208.05 GUIDELINES FOR ACCEPTABLE ATTIRE

- A. Choose business casual clothing that communicates professionalism.
- B. Take your workday schedule into account when you are dressing. Casual business attire means clothing that allows employees to feel comfortable at work, yet appropriate for an office environment. Casual business attire for non-uniformed employees includes, but is not limited to:

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1. Men's Acceptable Attire

- Business suits/Dress slacks/Neckties
- Khakis/Docker style pants/slacks/corduroys
- Sport coats/Blazers/Cardigans/Vests
- Collared long/short sleeved shirts (including denim) both pullover/button down
- Polo/Knit type shirts
- Sweaters
- Turtlenecks/Banded collar shirts
- Dress/Casual socks
- Oxfords/Wingtips/Loafers/Topsiders/Boots
- Jeans, not frayed, faded, or with holes can be worn only on Fridays, or at Town Manager's discretion.

2. Women's Acceptable Attire

- Suits/Dresses/Skirts (including denim) no shorter than 4 inches above the knee (the knee being defined as beginning at the center of the kneecap)
- Pantsuits/Dress slacks/Khakis/Docker style pants/Corduroys
- Sweaters/Blouses/Polo/Knit type shirts
- Blazers/Vests
- Heels (open/closed toed)/Dress sandals/Flats/Loafers/Boots (Dress Sandals are defined as a leather sandal having a strap around the heel or ankle or the Y shape strap from the sides of the foot to the gap between the big toe and the other beside it.)
- Crop/Capri pants – acceptable length is anywhere from right above the anklebone to lower calf and made of material other than denim, fleece, or spandex.
- Jeans, not frayed, faded, or with holes can be worn only on Fridays, or at Town Manager's discretion.

Again, these lists are provided for illustrative purposes only and not for the purpose of limitation.

208.06 GUIDELINES FOR UNACCEPTABLE ATTIRE

A. The Town of Trophy Club wishes to provide a work environment that is free of safety hazards, offensive behavior, and harassment of any kind. In keeping with the current dress code, the need for proper appearance from all staff is expected. Therefore, the following guidelines of dress from all employees:

1. Clothing should be worn and fit in such a manner that it does not expose the abdomen, chest, or buttocks areas.
2. Clothing should be free of sexually related references, foul language, or suggest or promote the use of illegal drugs.

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3. Clothing, to include jewelry and hair, should not be loose or dangle in such a way that it creates a safety hazard.
4. Body piercing jewelry will only be worn on the ear. No other areas of the body should be visible with body piercing jewelry.
5. Tattoos must be appropriate in content and in keeping with a professional image.
6. Do not wear athletic type sleeveless shirts, halter tops (sleeveless shirt in which a strap goes around the back of the neck), beachwear, shorts, spandex or other form fitting pants, work-out attire, flip flops of any kind or slippers, distracting, offensive or revealing clothes on ANY DAY OF THE WORK WEEK.

B. Unacceptable business attire includes, but is not limited to:

1. Men's Unacceptable Attire

- Athletic/Workout Wear/Jogging/Wind Suits
- Sweat shirts/Pants
- Sleeveless Shirts/Muscle/Tank Tops/T-Shirt (graphic or logo)
- No socks
- Canvass shoes/Hiking/Military style boots/Clogs/Sandals/Flip-flops
- Beach Clothing/footwear
- Bare midriff
- Shear/See-through/revealing/provocative clothing
- Faded/frayed/cut off clothing or with holes
- Clothing with offensive terminology/graphics
- Shorts
- Shorts or pants that expose a portion of under garments
- Spandex
- Flip flops of any kind

2. Women's Unacceptable Attire

- Suits/Dresses/Skirts shorter than 4 inches above the knee
- Dresses with halter tops/spaghetti straps/off shoulder/low cut/strapless, tank tops, backless
- Split-skirts/slit skirts with the slit higher than 4 inches above the knee
- Jeans that are not appropriately fitted, frayed, faded or with holes
- Crop/Capri Pants – pant that ends just below the knee
- T-shirts (graphic or logo)
- Athletic/Workout Wear/Jogging/Wind Suits
- Sweat shirts/pants
- Beach clothing/footwear (i.e. flip flops of any kind – thin rubber sole with two straps running in a Y shape from the sides of the foot to the gap between the big toe and the one beside it)
- Bare midriff

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- Shear/see-through/provocative/revealing clothing
- Faded/frayed/cut off clothing or with holes
- Stirrup-pants or leggings
- Clothing with offensive terminology/graphics
- Skorts
- Shorts, pants, skirt, or skorts that expose a portion of under garments
- Spandex

Again, these lists are provided for illustrative purposes only and not for the purpose of limitation. If an employee is not sure whether something is appropriate attire, they should consult with their Department Head.

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301.00 HIRING AND SELECTION

301.01 POLICY/PURPOSE

The Town of Trophy Club is committed to hiring qualified employees, regardless of race, color, religion, sex, national origin, age, physical or mental disability, and/or sexual orientation or reprisal for participation in prior Equal Employment Opportunity “EEO” activity. Selection for employment with the Town is based on job-related qualifications and is contingent on satisfactory results on exams or tests, as required by law, successful completion of Pre-Employment requirements, and/or specific qualifications to perform job duties.

301.02 APPLICATION PROCESS

A. Forms and Submission.

1. **Applicants** seeking full-time, part-time, or temporary employment or re-employment with the Town must submit a job application to Human Resources.
2. **Current Town employees** applying for promotional positions in the same department or positions in other departments must submit a job application to Human Resources in the same manner as external candidates.

- B. **Falsified/Omitted Material Fact(s).** Omission or falsification of any material fact on an application disqualifies an applicant for consideration for employment, transfer or promotion for at least 6 (six) months from the date of the application. The Town may further extend the ineligibility period in the case of a non-employee applicant and/or take disciplinary action up to, and including, termination against an employee applicant for such omission or falsification.

301.03 POSTING

- A. **Job Posting.** Job vacancies will be posted on the Town’s website, and other external bulletin boards deemed appropriate and likely to recruit and identify the most qualified candidates. The jobs may also be posted on departmental bulletin boards. Each vacancy will normally remain open for a minimum of two (2) weeks and the job posting will include the job title, department, job summary, essential duties, closing date, if applicable, and minimum qualifications. In general, notices of all job openings are posted, although the Town reserves its discretionary right not to post a particular opening.
- B. **Applying for Job.** Applications will only be accepted for positions that are posted.

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- C. **Internal Applicants.** All employees, including part-time and seasonal, will submit a job application to Human Resources in the same manner as external candidates. These employees will be subject to the same tests as external applicants. An applicant's current Immediate Supervisor may be contacted to verify performance, skills and attendance, and the personnel file may also be reviewed. Staffing limitations or other circumstances that might affect a prospective transfer may also be discussed. Employees who have a disciplinary counseling action on file within the last six (6) months or are on a suspension are not eligible to apply for posted jobs.

301.04 SELECTION

- A. **Equal Employment Opportunity.** Discrimination in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of Human Resources administration based on an employee's or applicant's race, color, religion, sex, national origin, age, physical or mental disability, and/or sexual orientation or reprisal for participation in prior EEO activity, is prohibited.
- B. **Job-Related Criteria.** Selection for employment with the Town is based on job-related criteria that may include, but are not limited to:
1. Possession of the necessary knowledge, skills, abilities, training, education, and experience required for the position;
 2. Satisfactory results on performance tests, physical examinations, polygraph examinations, psychological examinations, credit verification as required because of job duties or law; and
 3. Satisfactory completion of pre-employment requirements including background check, driving record, drug testing, employment and education reference checks, physicals and psychological exams, where required.
- C. **Physical Exams.** Physical exams will be required for Police, Fire, Crossing Guards, and Parks positions, and any other positions that the Town determines is required because of job duties.
- D. **Minimum Age.** Eighteen is the minimum age for Town employment, except for:
1. Fire uniformed services - age 21,
 2. Police uniformed services - age 21, and
 3. Seasonal – minimum age 16 for summer camp and community pool positions.
 4. Selected seasonal and temporary positions where persons age 16 and over may be employed as allowed by law in jobs that are non-hazardous.

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E. **Nepotism in Hiring.** Employment of certain related persons by the Town or within designated Town departments is not allowed. The provisions of this Section applies to persons from outside the Town workforce who are applying for employment with the Town. Restrictions on persons who are already employed by the Town, and who become related to another person, who is employed by the Town, are specified in the Employment of Relatives/Nepotism Section (306.00).

1. **Scope.** For the purposes of determining a relative relationship (Nepotism) only, employee includes introductory, regular full-time, regular part-time, seasonal, temporary, and temporary agency workers, volunteers, Fire/EMS, and reserve Police Officers.

2. **Relative.** The following relatives are covered by these guidelines:

a. Any person related by blood or adoption as follows:

- 1) mother or father;
- 2) daughter or son;
- 3) sister or brother;
- 4) grandmother or grandfather;
- 5) granddaughter or grandson;
- 6) niece or nephew;
- 7) aunt or uncle;
- 8) cousins;

b. Any person who is married to any person specified in E.2.a above; or

c. An employee's spouse and any person related to the employee's spouse as specified in E.2.a above.

3. **Disclosure.** All persons applying for employment are required to disclose any relative serving as the Mayor or as a Council or Board Member and any relative who is employed by the Town.

4. **Prohibitions.**

a. **Elected Officials' Relatives.** No person who is related within the second degree by marriage (spouse and spouse's children, parents, brothers, sisters, grandparents, and grandchildren) or within the third degree by blood (parents, children, brothers, sisters, grandparents, grandchildren, great-grandparents, great-grandchildren, aunts, uncles, nieces, and nephews) to the mayor or any member of the Town Council may be offered or accept employment with the Town.

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- b. **Executives.** No person who is a relative (as defined in E.2.a above) of a council-appointed employee or the Town Manager may be offered or accept employment with the Town. A relative of a Department Head may not be offered or accept an Executive position within the Town.
- c. **Employees' Relatives.** No person who is a relative (as defined in E.2.a above) of a current Town employee may be offered or accept employment with the Town in the same department as his or her relative or where one relative would supervise another relative.
- d. **Conflict of Interest.** No person who is a relative (as defined in E.2.a above) may be offered or accept employment where the employment would constitute a perceived or determined to be an actual conflict of interest.
- e. **Seasonal and Temporary employees' relatives** may be hired for these positions but cannot be in positions where one relative will supervise another relative (as defined in E.2.a above).

301.05 RE-EMPLOYMENT

- A. To be considered for re-employment, former employees must have demonstrated acceptable prior service with the Town and must meet the current minimum qualifications for the position for which they are applying. Re-hired employees are subject to the conditions of employment and benefits of a newly hired employee, except where specifically stated otherwise. Employees who separate employment with the Town and return to work as a regular employee within ninety (90) days from their separation date will have their service time adjusted to include their prior service. Employees who have adjusted service time will be granted the same benefits as employees with no break in service.
- B. See also Military Leave Section 505.00.

301.06 INTRODUCTORY PERIOD

- A. **Applicability/Length.** All new hire or re-hired full-time employees are required to successfully complete a performance introductory period of 6 (six) calendar months active duty in the position for which the employee was hired. For promoted, please see Section 304.06 Assessment Review Period.
 - 1. A new hire or re-hired employee who fails to satisfactorily complete the performance introductory period may be dismissed.
 - 2. The 6 (six)-month introductory period:
 - a. Is extended for an additional 6 (six) months for Public Safety personnel in accordance with the Trophy Club Department of Public Safety Policies and Procedures;

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- b. May be extended for extenuating circumstances documented in writing what makes additional time necessary to effectively evaluate the employee, requested by the Department Head, and approved by Human Resources or the Manager's designee.
 - c. Completion of the introductory period does not entitle the employee to remain employed by the Town for any definite period of time. Both the employee and Town are free, at any time, with or without notice and with or without cause, to end the employment relationship.
- B. **Restriction.** No introductory employee may be reassigned, promoted, or allowed to voluntarily transfer during the introductory period unless the Department Head determines that such action is a business necessity. Any such actions must be discussed with Human Resources prior to taking any of these actions.

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302.00 WORK HOURS

302.01 POLICY/PURPOSE

The Town of Trophy Club reserves the right to establish official work hours for any position to ensure accomplishment of the Town's mission.

302.02 GENERAL PROVISIONS

- A. **40-hour Week.** The Town has adopted a 40-hour workweek schedule for non-exempt employees, except for certain uniformed police or fire personnel. Work periods for police or fire personnel shall be in accordance with the Trophy Club Police or Fire Department Policies and Procedures.
- B. Except as specified in this Section, authorized paid leave is NOT considered hours worked.
 - 1. For the purposes of calculating overtime; vacation and personal leave are considered as time worked. Time Off Certificates (TOC), holidays, bereavement, sick leave, jury duty, injury leave, compensatory time, military leave, and FMLA are not considered as time worked. (See Compensation Section 402.00).
 - 2. Paid leave, Unpaid Leave and FMLA Leave are not considered hours worked for the purpose of determining eligibility for Family and Medical Leave Act (FMLA) leave.
- C. **Additional Work.**
 - 1. All employees are required to work hours in excess of their official hours when necessary, as determined by department management. Such additional work assignments may be rotated and allocated among employees qualified to do the work in accordance with departmental policies regarding overtime and additional work assignments. Excess hours may be required or granted for a specified period of time, or on a regular basis as operating circumstances warrant.
 - 2. Unless approved in advance by the employee's immediate Supervisor, performing work at any time other than, or in addition to authorized working hours, is prohibited. This includes, but is not limited to work before or after regular work hours, or work taken home.

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- D. For employees who are not exempt from overtime payment under the Fair Labor Standards Act (FLSA), and where hourly computations are permitted for use of sick and vacation leave by exempt employees, work time or leave time will be computed to the nearest quarter hour.

302.03 INCLEMENT WEATHER

- A. Town offices and activities will remain open and in operation during established working hours unless the Town Manager declares the offices, excluding predetermined crews and emergency services, officially closed due to inclement weather. If the Town has not been officially closed, employees must make every effort to report to work even though driving conditions may be hazardous or may request leave as provided in these policies.
- B. The Town Manager, or designee, will make all decisions regarding delayed openings and closures of the Town related to inclement weather situations. The Town Manager will make any delayed opening or closure decisions by 6:00 a.m. the day of the inclement weather and employees will be notified via CTY and/or their immediate Supervisor.
- C. If the Town has not been officially closed, employees who are unable to report to work due to inclement weather must contact their immediate Supervisor in accordance with the Human Resources Policies & Procedure Manual and departmental procedures. An employee who fails to report to his/her immediate Supervisor may be subject to disciplinary action, up to and including termination.
- D. Compensation for absences related to inclement weather will be as follows:
 - 1. **Official Closing.** If the Town Manager closes the Town Offices due to inclement weather, an employee scheduled to work at the facility will be paid his/her normal shift pay during the hours the Town Offices are officially closed.
 - 2. **No Official Closing.** If the Town Manager does not close the Town Offices and an employee is unable to report to work due to inclement weather, compensation will be handled in the following manner:
 - a. **Non-exempt Employees.** A non-exempt employee who misses work hours due to inclement weather may use accrued vacation time or personal leave. If an employee has no paid leave available, the employee may be granted authorized leave without pay. At the discretion of the Department Head, non-exempt employees may be allowed to make up hours missed.

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- b. **Exempt Employees.** An exempt employee who misses work hours due to inclement weather may use accrued vacation time or personal leave if the absence is for a full workday. Neither the salary nor the leave accruals of an exempt employee will be docked for absences of less than one (1) full workday.
 - c. **Part-time and Seasonal Employees.** A part-time or seasonal employee who is unable to report to work due to inclement weather will be paid only for hours actually worked.
- E. **Early Closing.** If the Town Manager closes the Town Offices early due to inclement weather, an employee who reported for work will be paid for the remainder of his/her normal shift. A non-exempt employee who remains, as part of a skeleton crew will be paid for hours worked and any applicable overtime.
- F. **Emergency Services.** Employees designated by their department as essential personnel or designated by the department head to provide emergency services will report to work as provided by their department rules during an official closing.

302.04 ON-CALL STATUS

- A. Some operational departments may designate non-exempt employees to be on-call to provide for after-hours service needs. Employees on-call are required to respond to an on-call assignment. Two forms of on-call are recognized for non-exempt employees, as follows:
 - 1. Restricted on-call is the time spent on or away from Town premises, under conditions that prevent the employee from using the time for personal activities. All such time in readiness is considered compensation for restricted on-call.
 - 2. Unrestricted on-call is all time, other than regularly scheduled working hours, when an employee is designated to be available for call-back. The employee is free to pursue personal activities, but must respond to being called back (paging, phone, or radio) within designated guidelines set by the Department Head. This is not considered time worked and is not compensable. If called back, however, call-back compensation will be paid.
- B. An employee is considered officially scheduled and designated as on-call only when approved by the employee's immediate Supervisor or Department Head.

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302.05 ALTERNATE WORK SCHEDULES

A. General Provisions

1. Subject to operational requirements, regular full-time employees may be permitted to work an alternate work schedule that allows the employee to work outside the normal work hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, as specified in this section.
2. Approval Process. Human Resources must review all alternate work schedules to ensure there is no conflict with statutory/regulatory requirements or Town policy. Any alternate work schedule for an individual must be agreed to in writing by the immediate Supervisor and the employee and must be approved by the Department Head prior to implementation. Proposed alternative work schedules for work groups that create operating and/or budget implications require the CFO's approval prior to implementation.
3. Restrictions:
 - a. The Town may cancel or suspend an employee's alternative schedule privileges at any time, for any reason.
 - b. Daily and weekly work schedules can be modified at the Town's discretion to meet changing operational needs.
 - c. Approval of an alternate work schedule does not restrict exempt employees from working more than their scheduled hours.
 - d. Employees can be required to depart from an alternate schedule, as necessary, to work additional hours, to attend training, or for other business purposes determined by the Town.

B. Flex-Time allows the employee to work outside the normal work hours of 8:00 a.m. to 5:00 p.m. but requires eight hours of work per day Monday through Friday. Flex-time schedules must include an unpaid daily meal break of at least 30 minutes.

C. Compressed Work Week is a schedule that permits an employee to work the equivalent of a full week in fewer than five (5) days and will be at the discretion of the Town Manager. The 48-on/96-off schedule for Firefighters is not considered a compressed workweek.

1. No compressed workweek arrangement under which an employee is scheduled to work more than 12 hours per day on a regular basis is permitted.

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2. Employees who work a compressed workweek and are scheduled to work on a Town holiday receive the same amount of paid holiday leave (eight (8) hours) as other full-time employees. If, under the compressed work week schedule, the employee is scheduled to work more than eight (8) hours on a Town holiday and takes the day off; the employee must work additional hours within the same week, or supplement the holiday leave with accrued vacation leave or personal leave, to meet the 40-hour work requirement.

302.06 TELECOMMUTING

Objective

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. Trophy Club considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with the Town of Trophy Club.

A. Procedures

Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement. All Town policies remain in effect while telecommuting.

Any telecommuting arrangement made will be on a trial basis for the first thirty (30) days and may be discontinued at will and at any time at the request of either the telecommuter or the organization. Every effort will be made to provide 2 weeks' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

B. Eligibility

Individuals requesting formal telecommuting arrangements must be employed with the Town of Trophy Club for a minimum of ~~6~~3 months of continuous, regular employment and must have a satisfactory performance record.

Eligible employees may be approved to telework 1-3 days per week decided upon by the employee's director, Town Manager or his designee. It is mandatory for all personnel to report to the office every Tuesday, unless scheduled for leave, to ease the

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scheduling of meetings, employee events or training. If for some reason, the employee cannot come into the office on this day; the employee must notify their direct supervisor for approval. Each department must have a minimum of one employee in the office every day of the week unless approved by the Town Manager or his designee.

Before entering into any telecommuting agreement the employee and director/manager, with the assistance of the human resource department, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability:

The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.

- Job responsibilities:

The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement. Approval will be based all or in part on assigned projects, urgency or criticalness of the job assignments, and the employee's job classification.

- Equipment:

Human Resources (HR), Information Services (IS) and the employee's manager or director will evaluate equipment needs and workspace design considerations. The employee and manager will review the workspace needs and the appropriate location for the teleworking.

- Tax and other legal implications:

The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office.

Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and manager agree, and the human resource department concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a thirty day trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems. At the end of the trial period, the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of

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telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

C. Equipment

On a case-by-case basis, management will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software,) for each telecommuting arrangement. The human resource and information system departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization.

Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Town of Trophy Club accepts no responsibility for damage or repairs to employee-owned equipment. The Town reserves the right to make determinations as to appropriate equipment, subject to change at any time. Any computer equipment that will have access to key files or confidential files owned by the Town of Trophy Club shall be checked approved by the Information Services Department. Office equipment and supplies purchased by the employee could be eligible for reimbursement by the Town of Trophy Club depending on the work assignment, critical need and the employee's job classification. Reimbursed office equipment and supplies shall not exceed \$500.00 per fiscal year. Purchases should be approved before the time of purchase by the HR department and the employee's director. Receipts for reimbursement shall be turned in to HR for processing.

Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all Town property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all Town property will be returned to the Town, unless other arrangements have been made. Employee agrees to abide by all technology use policies of the Town. Employee accepts responsibility to control all actions on the computer.

The employee will establish an appropriate work environment. The Town of Trophy Club will not be responsible for costs associated with the setup of the employee's home office, such as remodeling or for repairs or modifications to the home office space. Any remodeling or work done on an appropriate work environment is outside the scope of employee's employment with the Town. Employee waives all claims for workers compensation if employee is injured while working on an appropriate work environment.

D. Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the

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protection of the Town. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

E. Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Human resources department will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are covered by the Town's insurance on a case by case basis. Telecommuting employees are responsible for notifying their direct supervisor and human resources as soon as possible. The employee is liable for any injuries sustained by visitors to his or her home worksite.

F. Time Worked

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using Tyler Incode Employee Self-Service System (ESS). Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

G. Temporary Arrangements

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

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303.00 CATEGORIES AND CLASSIFICATIONS OF TOWN EMPLOYEES

303.01 PURPOSE/POLICY

Proper employee classification is necessary in order to administer salaries, determine eligibility under the Town's employee benefit plans, and comply with employment and tax laws. The Town offers part-time, full-time, seasonal, and temporary employment opportunities to meet the organization's staffing requirements. The Town also uses agency temporaries and contract workers as described in this Section to respond flexibly to changing workload requirements. All employees, whether full-time, part-time, seasonal, or temporary, are classified as exempt or nonexempt, according to federal regulations, for overtime and minimum wage requirements.

303.02 CATEGORIES AND CLASSIFICATIONS OF EMPLOYEES

- A. Employment status, continued employment, benefits, and termination procedures vary among the following categories of employees:
1. *Regular full-time*: Any employee with a regularly scheduled workweek of 30 hours in one position (or working an approved alternative schedule that is considered equivalent to 30 hours per week) who has completed his or her trial period.
 2. *Shift Personnel*: Patrol and Fire Services assigned to an eight (8) or twelve (12)-hour shift in the Police Department or assigned to a 24-hour shift in the Fire Department unless otherwise mentioned.
 3. *Introductory*: An employee during the initial six (6) months of employment of performance period as specified in the Hiring and Selection Section.
 4. *Regular part-time*: Any non-exempt employee in a position with a regularly scheduled workweek of less than 30 hours.
 5. *Seasonal*: An employee in a position for a specified length of time to perform work assignments of a recurring nature.

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6. *Temporary*: An employee in a position for a specified length of time to perform work assignments of a limited nature. Such employees have definite starting and ending dates of employment. Length of employment rather than number of hours worked is a distinguishing feature of such positions. Temporary employees may be either full-time or part-time. Temporary assignments cannot extend beyond six (6) months, or 1,000 hours, except with the approval of Human Resources.
- B. Compensation may vary between the following classifications of employees in compliance with the federal [Fair Labor Standards Act](#):
1. *Exempt employee*: An employee who performs executive, administrative, professional, or certain computer functions, meets the FLSA Exemption Test Definition, and is paid on a salary basis regardless of the number of hours worked in a pay period and whereas salary is at least \$47,476 per year.
 2. *Non-exempt employee*: An employee who is not classified as exempt and is paid on an hourly basis for the number of hours worked.

303.03 TEMPORARY PERSONNEL

- A. Personnel from temporary agencies can be hired part-time or full-time by the Town to work for the duration of specific projects or assignments. Temporary contract assignments cannot extend beyond six (6) months, or 1,000 hours, except with the approval of Human Resources.
1. The temporary agency is responsible for hiring, training, assigning, disciplining, and firing its contract personnel. Agency temporaries take direction from, and are monitored by, their assigned Town Immediate Supervisor; however, the agency Immediate Supervisor is primarily responsible for monitoring the performance of the temporary contract personnel and taking any necessary disciplinary or corrective action.
 2. Temporary personnel must meet the same pre-employment requirements that Town employees must meet. The temporary agency is responsible for ensuring that any temporary employee assigned to work at the Town meets the established pre-employment drug testing and background check requirements prior to placement.
- B. Immediate Supervisors or managers in need of temporary contract personnel must follow the requisition procedure specified below:
1. Requests for temporary personnel must be placed through Human Resources using the personnel requisition form.
 2. For general clerical and administrative temporary personnel, requests must be made by 10:00 a.m. of the business day before the date the personnel are

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required. Requests for temporary personnel with special skills must be made as far in advance as possible.

3. Human Resources requests temporary employees from approved temporary help agencies. Approved agencies are those that have provided the Town with certification that they are properly licensed by the state and will meet their payroll tax and other legal obligations with respect to the temporary workers, and are subject to a contract with the Town obtained pursuant to the bid process.

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304.00 CHANGES IN EMPLOYEE STATUS

304.01 POLICY/PURPOSE

The evolving nature of serving both residents of and visitors to The Town of Trophy Club requires jobs to change, duties, and responsibilities to be altered, and employee movement within the organization. Employees may undergo any number of changes in status and/or compensation resulting from their performance, promotion, demotion, reassignment, or transfer. The purpose of this Section is to identify and describe the more common reason for these changes and the applicable process.

304.02 GENERAL PROVISIONS

- A. All promotions, demotions, reassignments, or transfers are contingent on position availability and the employee meeting the minimum qualifications.
- B. Status changes described in this Section may affect compensation, based on position classification.
- C. Except for temporary re-assignments in higher classifications for Firefighters and Police Officers, status changes described in this Section can only be effective at the beginning of a pay period.

304.03 PROMOTIONS AND DEMOTIONS

- A. Regular full-time employees may promote to higher-classified positions based on qualifying skills and demonstrated performance.
- B. Regular full-time employees may be demoted as the result of failure to meet minimum performance standards established for their position, disciplinary action, or job elimination due to business necessity. Demotions may be either permanent or for a predetermined specific period of time and may be used in conjunction with other disciplinary action. Disciplinary demotions will be accompanied by a reduction in salary in accordance with the Town Human Resources Policies and Procedures.

304.04 REASSIGNMENT

- A. **Management Reassignment.** An employee may be temporarily or permanently reassigned to a position in the same pay grade with different duties and responsibilities. This action may be taken at the discretion of management.

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- B. **Temporary Reassignment in Higher Classification.** A regular full-time employee may be temporarily assigned to an acting status in a higher level position having different duties and responsibilities when:
1. An existing position is vacant or the incumbent is absent from work for not less than 30 days (30-day requirement not applicable to Firefighters and Police Officers due to [Sec. 141.033 of the Texas Local Government Code](#));
 2. Maintenance of department operational effectiveness precludes dispersing the duties of the position among other equally classified employees;
 3. The employee meets the minimum qualifications of, and is capable of performing, the assigned duties of the higher level position; and
 4. All temporary assignments must be discussed with Human Resources and approved by the Town Manager or designee prior to any action being taken.
- C. **Employee-Sought Reassignment.** Regular full-time employees are allowed to voluntarily seek transfers to equally or lower-classified positions for which they are qualified, unless the transfer is not in the best interest of the Town. These reassignments may include pay reduction in salary depending on the placement of the employee in the new salary range.

304.05 POSITION RECLASSIFICATION

Reclassification of a position may occur at the discretion of management when the job duties actually performed and the minimum qualifications of the position have significantly changed since the job description was written. Reclassification may result in a position being placed in a higher, lower, or same classification. Employees whose positions are reclassified will be given advanced written notice of the reclassification, including, any changes in salary or work hours by the immediate Supervisor.

304.06 ASSESSMENT REVIEW PERIOD

- A. Regular full-time employees who are promoted, transferred, reclassified, or demoted will be placed in an assessment review period of six (6) calendar months, during which time their performance and conduct will be reviewed.

The six (6) -month assessment review period:

1. May be extended an additional six (6) months for the positions of police officer and firefighter as provided in the Trophy Club Department of Public Safety Policies and Procedures;

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2. This period may be extended for extenuating circumstances, must be documented in writing, which indicates that additional time is necessary to effectively evaluate the employee, when requested by the department head and approved by Human Resources or his/her designee.
- B. A regular full-time employee who fails to satisfactorily complete the assessment review period may be dismissed unless, subject to position availability, employee qualifications, and management discretion, the employee can be returned to his or her former position or reassigned to a position classified equal to or below that held before the status change.

Return to the former position and/or reassignment to an equivalent position are final non-appealable actions.

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305.00 PERFORMANCE PLANNING AND REVIEW

305.01 POLICY/PURPOSE

The job performance of all employees will be reviewed periodically.

Periodic formal performance review is intended to ensure that all employees:

- Are aware of what duties are expected;
- Understand the level of performance expected;
- Receive timely feedback about their performance;
- Have opportunities for education, training, and development; and
- Are evaluated in a fair and consistent manner.

305.02 GENERAL PROVISIONS

- A. The performance of employees will be reviewed:
1. Periodically during the performance introductory period after hiring, and the new assessment review period after promotion, reassignment, reclassification, or transfer;
 2. For employees assigned to the police and fire services classifications, after completion of FTO Introductory Training Period, and
 3. At least annually for Town employees.
- B. Interim reviews at intervening six (6)-month intervals, or more often if desired, by the immediate Supervisor and/or Department Head, are recommended to foster communication, assure a common understanding of purpose, and to assist in detecting any developing performance, attendance, or behavior related issues.
- C. Notwithstanding establishment of standardized periodic performance reviews in this Policy, employees and immediate Supervisors and/or Department Heads are encouraged to have frequent, informal discussions of performance when appropriate or necessary.
- D. Any employee who receives an overall “Does Not Meet Expectations” performance evaluation will be placed on a [Performance Improvement Plan \(PIP\)](#) to identify performance issues that require improvement, and set expectations for the next performance review period. Following a second “Does Not Meet Expectations” performance evaluation the employee they may be subject to disciplinary action up to and including termination.

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305.03 REVIEW PROCESS

- A. Together, the immediate Supervisor and/or Department Head and employee will discuss the employee's performance during the review period and plan for the next review period in order to:
 - 1. Identify the goals and expectations of how duties are to be performed;
 - 2. Identify the principal duties of the job and create a way to measure results;
 - 3. Develop special objectives that recognize significant work or projects, if any;
 - 4. Identify and address areas of employee development needs; and
 - 5. Develop an action plan for training to improve or add skills.
- B. The immediate Supervisor and/or Department Head will document the employee's performance and the agreed upon plans on the prescribed form, after which the evaluating immediate Supervisor and/or Department Head and employee will discuss and sign the approved review document. The employee will be given the opportunity to read the performance review and provide comments.
- C. If the employee disagrees with the performance review, they may submit their comments as part of the review process without any required immediate Supervisor and/or Department Head revision to the review document.
- D. If the employee can prove factual error to support their disagreement, the immediate Supervisor and/or Department Head may revise the review.

305.04 PERFORMANCE IMPROVEMENT PLAN (PIP)

- A. A regular full-time employee who continues to perform at the "Does Not Meet Expectations" performance level after coaching and/or counseling or performance review will be placed on a [Performance Improvement Plan \(PIP\)](#). If the employee fails to demonstrate the necessary improvement upon completion of the PIP, the employee shall be reassigned, demoted, or dismissed as specified in this Policy.
- B. The PIP cannot be used:
 - 1. To extend a performance introductory period, unless there are extenuating circumstances. Any requests for an extension must be approved by the Town Manager and Human Resources.
 - 2. For part-time, seasonal, or temporary employees whose performance is deficient.

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3. To extend the six (6)-month new assessment period after promotion, reassignment, or voluntary transfer. Deficient performance by those employees will result in disciplinary action, reassignment, or dismissal as specified in the Changes in Employee Status Policy (304.00).
- C. Section I of the [Performance Improvement Plan \(PIP\)](#) will be completed by the immediate Supervisor and/or Department Head and should include statements of the specific deficiencies in the employee's performance or behavior, what improvement is necessary, the period of time in which improvement must occur, i.e., 30, 60, or 90 calendar days, and what action will result if the employee fails to show satisfactory improvement. All PIP Documents must be reviewed with Human Resources prior to presenting to the employee.
 - D. During the applicable timeframe identified for improvement in the PIP, the immediate Supervisor and/or Department Head needs to document in the Periodic Review Notes section, at least every two (2) weeks, any relevant information related to improvement or continued issues.
 - E. Upon the completion of the 30, 60, or 90 day PIP Plan duration, the immediate Supervisor and/or Department Head will complete Section II of the [Performance Improvement Plan \(PIP\)](#) and meet with the employee to discuss. The completed PIP Document and any attachments must be forwarded to Human Resources.
 - F. An employee may not appeal a performance improvement plan, but may attach a written response to the document. If the employee submits a disagreement statement, it will be attached to the document.

305.05 FORMS

- [Performance Improvement Plan \(PIP\)](#)

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306.00 EMPLOYMENT OF RELATIVES/NEPOTISM

306.01 POLICY/PURPOSE

Texas law and/or Town Policy prohibit the employment of relatives under the circumstances described below.

306.02 EMPLOYMENT OF RELATIVES

- A. **Nepotism Defined.** Nepotism is the hiring of family or close relatives. In Texas, anti-nepotism laws prohibit a governmental entity from hiring certain close relatives of a public official. The Texas nepotism laws also prohibit a public official from appointing, confirming the appointment of, or voting on the appointment of a close relative to a paid public position.

Town Policy also prohibits nepotism by its employees who are not public officials in the following situations:

1. In positions where one relative would supervise another relative;
 2. Employment in the same department;
 3. In Executive or Department Head Positions.
- B. **Public Official Defined.** The term “public official” means any Town official who is the final hiring authority, or is a member of the governing body that has final hiring authority. For the purposes of this Policy, a “public official” or “Town official” means the Town Manager of the Town of Trophy Club, and the members of the Town Council.
- C. **Relative Defined.** A “relative” is someone who is related to an employee, the Town Manager or Town council member within a prohibited degree of relationship, including certain relationships by blood (consanguinity) or certain relationships by marriage (affinity).
- D. **Limitations of Relationships by Blood (Consanguinity).**
1. The following relatives of any Town employee or official would fall within the prohibited degrees of relationships by blood:
 - a. An employee or Town official’s mother, father, sons and/or daughters (first-degree relationship by blood).

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- b. An employee or Town officials' sisters, brothers, grandmothers, grandfathers, granddaughters, and/or grandsons (second-degree relationship by blood).
 - c. An employee or Town official's great-grandmothers, great-grandfathers, aunts, uncles, nephews, nieces, great-granddaughters and/or great grandsons (third-degree relationship by blood).
 - d. An employee or Town official's adopted child is considered to be the child of the employee or Town official.
2. A Town official may not vote on the appointment of an individual who has a first, second or third degree relationship by blood to the official.

E. Limitations of Relationships by Marriage (Affinity).

1. The following relatives of any Town employee or official would fall within the prohibited degrees of relationships by marriage:
- a. An employee or Town official's husband, wife, father-in-law, mother-in-law, sons-in-law, daughters-in-law, stepsons and stepdaughters (first-degree relationship by marriage).
 - b. An employee or Town official's sisters-in-law, brothers-in-law, spouse's grandmothers, spouse's grandfathers, spouse's granddaughters, spouse's grandsons (second-degree relationship by marriage).
2. A Town official may not vote on the appointment of an individual who has a first, second or third degree relationship by marriage to the official.

F. Disclosures of Prohibited Employment

1. Public officials and Town employees are required to disclose a relative relationship as follows:
- a. If an employee or Town official knows that a Relative has sought or applied for a position with the Town as an employee or Town Council member, or is pursuing an informal application process, he/she must notify Human Resources as soon as possible, but in any event, **before selection is made**.
 - b. If a current employee or Town official becomes a Relative of another Town official or other employee of the Town subsequent to his/her initial hire or initial date of service, the employee or Town official must immediately notify Human Resources, and in any event, no later than three (3) working days of the new status of the relationship.

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- c. Human Resources will work with the employee or Town official, as applicable; to determine the status of the applicant or individual as a relative, whether there is a violation of this Policy, and whether any further action is necessary.
- d. An employee who fails to make the required disclosures as set forth above may result in disciplinary action, up to and including termination of employment.
- e. A Town official who violates the nepotism laws may be determined to have committed official misconduct, which is a misdemeanor punishable by fines, and the Town official must be removed from office if the conviction becomes final.
- f. Conflict of Interest. No person who is a relative (as defined in E.2.a of Policy 301.04 Selection) may be offered or accept employment where the employment would constitute a perceived or determined to be an actual conflict of interest.

G. Seasonal Employment Relationships

Seasonal employees who are employed by the Town in positions for the community pool, summer camp, crossing guards, or any position deemed as seasonal, may be related for staff level positions and work in the same area. These employees may not be hired to work in positions where one employee will supervise the other. The Town reserves the right to restrict any employment of relatives if the Town deems there to be a conflict of interest.

Public Officials or Public Officials relatives may not be hired for seasonal positions.

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307.00 OTHER EMPLOYMENT

307.01 POLICY/PURPOSE

The Town recognizes that employees sometimes seek additional employment during their off hours to earn additional income or to develop new skills and experience. Despite any outside employment, their Town job is the primary employment responsibility for full-time employees. Working extended hours may adversely affect the health, endurance, and productivity of employees. The Town does not consider outside employment to be an excuse for poor job performance, tardiness, absenteeism, or for refusal to work overtime or travel when required by the Town. Outside employment may also cause conflict of interest situations. For these reasons, the Town restricts outside employment of full-time employees as specified in this Policy. Overtime liability under the federal Fair Labor Standards Act (FLSA) may be incurred when employees occupy a compensated position and are allowed to perform services beyond their allowed hours without expectation of compensation. The Town therefore places restrictions on employees working a second Town job, or volunteering for the Town, as specified in this Policy.

307.02 OUTSIDE EMPLOYMENT

- A. **General Permission.** Subject to written approval of the department head or designee, a full-time Town employee is permitted to engage in any business, trade, occupation, or profession that does not:
1. Bring the Town into disrepute;
 2. Reflect discredit upon the employee as an employee of a department or the Town;
 3. Interfere with the performance of the employee's Town duties;
 4. Present a conflict of interest;
 5. Result in misuse of Town property or funds;
 6. Result in use of the Town position for personal gain; or
 7. Violate departmental Policy or procedure.
 8. May not perform the same job or function as an employee of the Town within the Town limits.

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B. Prohibitions

1. Department heads are prohibited from engaging in any form of outside employment except as may be specifically approved in writing by the Town Manager.
2. Inability to Work for the Town
 - a. If an employee is on leave for his or her own personal illness or injury, the employee may not engage in other employment for up to eight (8) hours after the normally scheduled shift ends for which he or she failed to report.
 - b. Employees on leave as a result of a work related injury, whether covered or not covered under Workers' Compensation are prohibited from engaging in outside employment.
3. Exercise of Government Authority. No employee shall engage in any employment or business where the work performed by the employee or that of the employee's agents or employees is subject to approval/rejection, inspection, or licensing by the employee's department, except pursuant to authorized department policies.
4. No employee shall engage in any employment or business on a matter, which is or has been the subject of an investigation by the employee's department within the last 12 months, nor may the employee appear as a witness (except by court order) in any proceeding as a result of such employment.
5. If doing work with a contractor that the Town conducts business with and who is currently providing services to the Town may not perform the same job function as an employee of the Town within Town limits.

C. Approval Process

1. An employee subject to this Policy must obtain permission in writing from the department head or designee before accepting any other employment or engaging in any other business. Permission granted is subject to revocation in the event of a subsequent known or occurring conflict with this Policy.
2. The request for permission to engage in outside employment required by this Policy must include the place where the work will be performed, a description of the type of business and the work to be performed, and the hours and days of work.
3. An employee who is working another job at the time of hire and who intends to continue the other employment must so advise the appropriate department head or designee and receive approval to continue the outside employment.

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- D. **Working More Than One Town Job.** The rules, prohibitions, and approval process specified in this Policy also apply to working in a second job for the Town or working as a volunteer for the Town. In addition, written approval from the employee's primary job department head and Human Resources is required to work in a second job or volunteer for a Town related activity.

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308.00 TERMINATION OF EMPLOYMENT

308.01 POLICY/PURPOSE

Employees leave The Town of Trophy Club workforce under various conditions that include retirement, reductions in force, dismissal, or voluntary separation. Human Resources Policies and Procedures exist that may affect the employee's eligibility to obtain separation pay and/or appeal disciplinary action. Employees should make themselves aware of these policies and procedures.

308.02 RESIGNATION/RETIREMENT

NOTICE REQUIRED

1. **Resignation.** An employee must submit a written resignation to his/her immediate Supervisor at least ten (10) working days before the effective date of resignation. The resigning employee must indicate in the resignation letter the last day/shift/hour to be worked. Failure to report to work as scheduled during the resignation notice period will be treated as an unauthorized absence and may result in dismissal.

Pay in Lieu of Notice. In some cases, when an employee resigns, it may be in the best interest of the Town that the employee leaves the premises upon notice of resignation. In such cases, two (2) week's pay in lieu of notice may be granted with the approval of the Town Manager.

2. **Retirement.** An employee must give written notice of intent to retire to his/her immediate Supervisor, not less than 30 calendar days, before the effective date of retirement. The retiring employee must indicate the last day/shift/hours to be worked in the retirement intent notice. In cases of disability, application for disability retirement satisfies the notice requirement.
3. **Failure to Give Notice.** An employee, who gives less than the required notice or fails to report to work after they have given notice, may be subject to dismissal and forfeiture of the remaining pay for the notice period. The Department Head may waive the notice requirement, based on business necessity, extenuating circumstances, and approve the waiver request. The Department Head must put the waiver in writing and provide to Human Resources.

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308.03 REDUCTION IN FORCE

As a matter of business necessity, the Town Manager may direct, with Town Council approval, a reduction in the Town's workforce through the elimination of occupied and unoccupied positions and layoff of employees. The implementation of the reduction by the Town shall be done in accordance with the Human Resources Policies & Procedures Manual.

308.04 DISMISSAL

Although employment continues to be at-will, the Town may initiate dismissal as a result of a serious infraction or the continued inability by an employee to comply with the Town's policies or performance standards. If an employee is to be dismissed, the immediate Supervisor must consult with the Department Head and Human Resources before the employee is dismissed. The immediate Supervisor must complete a Disciplinary Counseling Form to terminate the employee. The justification/ comments/ documentation portion of the form must have the reason for termination and be reviewed by Human Resources before any employee can be dismissed. Terminations are effective the last day of actual work. An exception may be made to this only with the prior approval of Human Resources. Immediate Supervisors are responsible for the collection of all Town-owned property, including documents, manuals, keys, pagers, cellular phones, tools and/or parts, and equipment.

308.05 INSURANCE AFTER TERMINATION

[COBRA](#) (Consolidated Omnibus Budget Reconciliation Act) legislation allows eligible employees to continue group medical coverage and other insurance coverage that may apply after their employment. A two percent (2%) administrative surcharge will be included in this event. Employees who are discharged for gross misconduct, as defined by the "COBRA Act", as amended, are not eligible for this benefit. The Town has contracted with a third party to administer Cobra. The third party COBRA administrator will notify employees by mail concerning continuation of benefits.

308.06 EXIT PROCESSING

- A. Exit interviews shall be conducted with all separating employees, when possible, regardless of the reason for leaving Town employment, length of service, position, or circumstances of separation.
- B. An exit interview consists of providing information regarding termination of benefits, medical continuation options and costs, retirement for TMRS and an interview regarding employment with the Town of Trophy Club and the department(s) in which the employee worked.

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1. **Voluntary Termination.** Employees shall contact Human Resources at least five (5) days before the date of separation from Town employment to make arrangements for an exit interview. Final pay will be paid by the next Town Pay Day.
2. **Involuntary Termination.** Human Resources shall provide final pay and benefit determination explanation to employees, following Texas Pay Day Laws, which states final pay must be processed and provided to the employee within six (6) days of separation.

308.07 LINKS

- [COBRA](#)

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309.00 ATTENDANCE AND PUNCTUALITY

309.01 POLICY/PURPOSE

Employees are required to be at their workstations, on time, every day, in accordance with the established working hours for their respective work units.

309.02 NOTIFICATION OF ABSENCE

Employees who expect to be absent from duty or tardy for any reason shall notify the supervisor or Department Head, stating the reason for the absence, as soon as possible – normally within one hour before starting time. (Fire or Police personnel should notify the department within one hour before starting time.) In addition, employees are expected to keep the supervisor informed daily of extended absences.

309.03 PRIOR APPOINTMENTS (Doctor or Dentist Visits, etc.)

Employees are expected to schedule medical appointments so that there will be minimal disruption to the work areas. For regularly scheduled appointments, employees are to give the supervisor as much notice as possible for the upcoming appointment.

309.04 ILLNESS OR EMERGENCY WHILE AT WORK

Employees who become ill, or who have another reason for leaving their work units during working hours shall request permission from their immediate supervisor before leaving work. In an emergency, if the supervisor is unavailable, the employee shall request permission from another supervisor within the department. If no supervisor is available, the employee shall notify Human Resources. Nothing in this section should be interpreted to delay emergency care.

309.05 TARDINESS AND EXCESSIVE ABSENTEEISM

Employees are required to be at work every day at the established starting time. The supervisor shall counsel employees who demonstrate excessive absenteeism or tardiness instances within a twelve (12) month period. (Examples of excess absences will be considered as, using every hour of sick leave as it accrues, consistent absences on paydays or same day of the week, consistent one or two day absences.) Counseling and disciplinary action will be documented following the Discipline Policy (601.00).

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309.06 RECORD KEEPING AND DOCUMENTATION

For salary and record keeping purposes, a non-exempt employee's work must be recorded in the timekeeping system to reflect any absences during the workweek in which the absences occur.

309.07 JOB ABANDONMENT

An employee who has not reported his or her absence after three (3) consecutive workdays is considered to have abandoned the job and shall be terminated.

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401.00 BENEFITS

401.01 POLICY/PURPOSE

The Town offers a variety of benefit plans as summarized in this Policy.

401.02 GENERAL PROVISIONS

- A. Eligibility for and the amount of any benefit described in this Policy depend on provisions of the official plan document and federal tax law. Statements made in this Policy as a general informational summary of benefits that are inconsistent with the official plan documents are void. The Town has discretionary and final authority to construe and interpret all employee benefit plans, decide all questions of eligibility, and determine the amount, manner, and time of payment of any benefits, to the extent allowed by law and by contract with the plan administrator. See applicable benefit plan documents, state laws or regulations, or federal law or regulations.
- B. Eligibility for any benefit described in this Policy may be suspended during periods of unpaid leave.
- C. Except for the Tuition Reimbursement Program, summary booklets on each of the benefit plans described in this Policy are provided to employees through Human Resources.

401.03 BENEFIT PLANS

- A. **Insurance Coverage.** The Town provides full-time (30-hours) employees the opportunity to participate in a group insurance program covering Medical, Dental, Vision, Life, and Long-term Disability (LTD). The Town also offers other optional supplemental benefits.
- B. **125 Cafeteria Plan (Flexible Spending Account – FSA).** The Town provides full-time employees the opportunity to participate in the 125 Cafeteria Plan, which allows for the use of payroll deductions of pre-tax dollars, pursuant to the IRS Code, to be used for certain:
 - 1. Medical, Dental, and Vision insurance premiums; and
 - 2. Reimbursement of Medical, Dental, Vision, and Pharmacy expenses not paid by Medical, Dental, Vision, or Pharmacy insurance coverage; and
 - 3. Dependent care expenses.
- C. **Retirement.**

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1. All full-time employees, and those regular part-time employees who occupy positions designated as requiring 1,000 or more hours per calendar year, must participate in the Texas Municipal Retirement System (TMRS).
 - a. The TMRS program is Town and employee funded and the plan is administered by TMRS pursuant to Title 8, Subtitle G, Texas Government Code.
 - b. The employee's contributions vest immediately and the Town's contributions vest after five (5) years.
2. The amount of the benefit at retirement under TMRS is determined by the plan document and state law.

D. **Retirees' Health Coverage.** The coverage offered to retirees is the same as the coverage the Town provides to active employees. Premium rates will be at ~~195%~~100% of the Total Town's premium.

1. Employee must retire from the Town and apply for their TMRS retirement within 30 days of separation; and

1.2. Minimum of ten (10) years employment; and

2.3. Minimum age 55 at retirement; and

3.4. Retiree coverage will terminate at age 65.

4.5. **Dependent coverage.** A dependent not covered under the Town's health benefit plan at the time the employee retires, is not eligible for coverage under this subsection. If a retiree elects to continue coverage for a dependent who is covered at the time the employee retires, and on a subsequent date elects to discontinue coverage for that dependent, the dependent is no longer eligible for coverage under this subsection.

5.6. **Ineligibility.** A retiree becomes ineligible for retiree health coverage if the retiree elects to discontinue coverage at any time or they reach age 65.

6.7. **Payment.** The retiree is responsible for payment of the health benefit premium for coverage.

7.8. **Applicability.** This subsection applies only to individuals retiring after its effective date. Policy may be changed. The policy contained in this subsection may be repealed or modified at any time and will remain in effect for any person who retires while it is in effect.

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9. **Deferred Compensation Plans.** All full-time employees may elect to contribute to the Town's optional Deferred Compensation through payroll deduction of pre-tax dollars. Withdrawal of contributions can be made only for reasons specified in the official plan documents, and early withdrawals may be subject to penalties and tax pursuant to IRS regulations. ~~The Town does not contribute to these plans as they are offered to our employees as a supplement benefit only.~~

8.—

E. **Death Benefits.** The beneficiaries of all full-time employees are eligible for:

1. Death benefits through the Texas Municipal Retirement System (TMRS);

The Town adopted the Supplemental Death Benefit, provided by TMRS, in October 1998. Therefore, any TMRS member employed with the Town on or after October 1, 1998 is eligible for this benefit.

- 1) **Active employees.** This benefit pays approximately two (2) times the member's annual salary to their designated beneficiary, up to \$100,000.
- 2) **Retired employee.** This benefit pays \$7,500 to the retiree's designated beneficiary.
2. Through the Town's Group Term Life Plan, a payment in the amount of two (2) times the deceased employee's annual base pay, up to \$100,000; and
3. Payment for all the employee's accrued paid vacation leave. For non-exempt employees, payment for the entire employee's accrued compensatory time.

F. **Tuition Reimbursement Program.** The Town offers regular full-time employees reimbursement for tuition and books for courses taken for credit (not continuing education or audited courses) that directly relate to an employee's current position or to a position of possible promotion.

1. Reimbursement will be based on the IRS maximum of \$5,250 per calendar year.

Application. To apply for tuition reimbursement, employees should follow the procedure listed:

- 1) The employee must first submit a [Tuition Reimbursement Application](#) to their immediate Supervisor and/or Department Head for consideration and approval of an official degree plan or specific job related courses. Once approved, the immediate Supervisor and/or Department Head will provide a copy to the employee and forward the original to Human Resources.

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- 2) Upon completion of the approved courses, the employee must submit, along with the completed and approved [Tuition Reimbursement Form](#), a certified

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copy of the courses, grades, related receipts, and verification of any other funds received to pay for the course, if applicable, to Human Resources to be processed for reimbursement.

- 3) Tuition reimbursement is not available for expenses already covered by other types of public assistance or benefits such as veterans' benefits, public safety programs, Social Security benefits, grants, or any type of scholarship program. If the employee is receiving tuition assistance from any outside source, contact Human Resources for clarification of eligibility under the Town's plan. For example, if an employee is receiving \$300 from the VA for tuition and the tuition costs \$450, the Town will pay the \$150 difference.

2. General Provisions

- a. Must have completed twelve (12) months employment with the Town. Unless waived by the Town Manager for a unique circumstance.
- b. Employees must be in an active paid status to receive reimbursement.
- c. Reimbursement will be made for courses taken from a nationally accredited institution of post-secondary education, as long as it was pre-approved by the employee's immediate Supervisor and/or Department Head and is related to an employee's current position or to a position of possible promotion.
- d. If the employee does not maintain employment with the Town for two (2) years after reimbursement for the course, the employee will be required to repay, at the time of termination of employment, the applicable tuition and books that were reimbursed by the Town.

3. Reimbursement Amounts

- a. Associate and Bachelor degree courses:
 - 1) 100% for an "A" grade
 - 2) 75% for a "B" grade
 - 3) 50% for a "C" grade
- b. Master and doctoral degree courses:
 - 1) 100% for an "A" grade
 - 2) 75% for a "B" grade
 - 3) 0% for a "C" grade

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401.04 FORMS

- [Tuition Reimbursement Application](#)
- [Tuition Reimbursement Form](#)

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402.00 COMPENSATION

402.01 POLICY/PURPOSE

The Town's compensation philosophy is to maintain a competitive pay structure for the purpose of recruiting and retaining an effective and efficient workforce. The pay structure is designed to pay employees what jobs are worth, ensure appropriate movement through the salary range for that classification, and recognize performance through merit increases (where applicable). The pay plan is designed to comply with both state and federal laws, including the Fair Labor Standards Act (FLSA). The Town also offers a variety of other categories of pay as specified in this Policy.

402.02 PAY SYSTEM

A. **Pay Period.** The Town has a 14-day pay period that begins every other Sunday. Employees are paid biweekly on the Friday after the end of the pay period. When a payday falls on an official Town holiday, employees will be paid on the preceding Thursday.

B. **Position Classification and Pay Plan**

The Town classifies positions within eight (8) job families:

- Administrative Support
- Elected/Appointed Officials
- Officials and Administrators
- Paraprofessionals
- Protective Service Workers
- Service – Maintenance
- Skilled Craft Workers
- Technicians

Within each job family, positions are periodically evaluated to ensure internal equity that fairly and objectively reflects the value of each position relative to other positions within the Town.

1. All Regular full-time employees are compensated based on the provisions of the Performance Pay Plan and/or alternative plans that are funded on a fiscal year basis at the option of the Town Council.
2. The Town Manager may establish other pay classification categories as deemed necessary or dictated by law.

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C. **Rates of Pay**

1. **Regular Rate.** The regular rate of pay for each employee is that amount the employee is designated to receive within the salary range for the employee's job classification. The rate of pay does not include certification pay, FTO pay, car, clothing, cell phone or equipment provided by the Town, or any other type of special allowance.
2. **Overtime Rate.** The overtime rate of pay for non-exempt positions is one and one-half (1½) times the regular rate of pay for those hours that exceed the stipulated productive hours of position classification (i.e., non-exempt, fire, and police), plus any additional acting status pay the employee is eligible to receive.

D. **Payroll Deductions.** Initial and continued employment with the Town is conditional on employee's agreement to deductions from pay as specified in this Policy. Deductions will be made as follows:

1. When required by law;
2. When available to all regular Town employees with individual employee consent and Town Manager approval;
3. As payment for a fringe benefit or special program authorized by the Town Manager and offered with Town participation;
4. As re-payments to the Town for reasons specified below: (Except for final paychecks, the time of re-payment will equal the period in which payments were made.)
 - a. Erroneous payment made by the Town to an employee;
 - b. Loss or damage to Town property or issued equipment;
 - c. Theft of Town property, equipment, or money;
 - d. Failure to comply with the conditions of the Tuition Reimbursement Program (Section 401.03G); or
 - e. Non-equipment loss or damage costs such as expense accounts, excessive radio/cellular phone charges and fees, and court costs associated with a judgment for the Town.

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402.03 OVERTIME PAY LIABILITY

- A. Non-Exempt Employees.** The Federal Fire Labor Standards Act (FLSA) requires that the Town compensate all non-exempt, other than sworn employees of the fire and police departments, overtime pay for all hours worked in excess of 40 productive hours during a seven-day work period. Section 7(k) of the FLSA provides that employees engaged in fire protection or law enforcement may be paid overtime on a “work period” basis. Sworn employees of the police department will be entitled to overtime pay in excess of 80 hours worked in a 14-day work period.
- B. Non-Exempt Fire Shift Employees.** Firefighting and emergency medical services personnel assigned to a 28 day work period must be paid on an overtime basis for time work in excess of 212 hours within the work period. The one-half time provisions permitted under the FLSA will apply.
1. FLSA Overtime, firefighters will receive overtime pay at $\frac{1}{2}$ their regular rate of pay for hours worked between 212 and 240 hours in a 28 day cycle.
 2. Regular Overtime, firefighters should receive overtime pay at $1 \frac{1}{2}$ times their regular rate of pay for hours worked in excess of their regular work schedule in a two-week pay period. Firefighters will not be entitled to receive both the FLSA and regular overtime pay for the same overtime hour(s) worked.
- C. Paid Leave in Calculating Overtime for Non-Exempt Employees.** For the purposes of calculating overtime; vacation and personal leave are considered as time worked. Time Off Certificates (TOC), holidays, bereavement, sick leave, jury duty, injury leave, compensatory time, military leave, and FMLA are not considered as time worked.
- D. Compensatory Time.** The Fair Labor Standards Act (FLSA) prohibits an employer from requiring an employee to accept compensatory time off for overtime hours worked. An employer may grant compensatory time for overtime hours worked provide the employee agrees. Employees that are exempt from the Fair Labor Standards Act are not entitled to automatically accrue compensatory time.
1. Nonexempt employees, except police, firefighting and emergency medical services personnel, who work authorized overtime may be compensated for that time by receiving compensatory time off at the rate of $1 \frac{1}{2}$ hours of compensatory time for every hour of authorized overtime worked. However, the Town may at any time, in its sole discretion, substitute payment for overtime at $1 \frac{1}{2}$ time the employee’s regular rate for compensatory time off, either in whole or in part.
 2. Police and Firefighting personnel will receive payment for overtime at the rate of $1 \frac{1}{2}$ times their regular rate and are not eligible for compensatory time without prior department director approval.
 3. All non-exempt employees eligible for compensatory time will receive payment for overtime at $1 \frac{1}{2}$ their regular rate of pay after they have accrued forty (40) hours of compensatory time off.
 4. Payment for accrued compensatory time may be made at any time, at the Town’s sole discretion, and must be paid at the regular rate earned by the employee at the time payment is made.
 5. Upon termination of employment, non-exempt employees will be paid for unused compensatory time at the regular rate received by the employee.

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- E. **Adjusting Work Hours.** Combination of worked and time off hours Time Off Certificates (TOC), vacation, personal leave, bereavement, sick leave, jury duty, and compensatory time) will not exceed 80 hours in a scheduled pay period.
- F. **Overtime Authorization.** An employee shall not be permitted to work overtime unless authorization has been given by the immediate Supervisor and/or Department Head. Failure to get authorization prior to working overtime may result in disciplinary action up to and including termination.

402.04 OTHER PAY CATEGORIES

- A. **Call-Back.** Call-back is an unscheduled or emergency return to work outside of officially scheduled work hours at the request of an Immediate Supervisor. It does not include additional hours of work scheduled in advance.
 - 1. **Minimum Call Back Pay.** A non-exempt employee who is called back to work outside of the scheduled work hours will be paid at the overtime rate for a minimum of two (2) hours, regardless of actual hours worked, provided the call back does not merge with the employee's regularly scheduled work time. Employees who use their private car will be paid per mile from home to Trophy Club and back using the current IRS mileage rate.
 - 2. Exempt employees are paid on a salary basis for all hours worked and are therefore, not eligible for call-back pay.
 - 3. Police and Fire personnel will comply with the call back provisions of the standard operating procedures established by their department, if defined.
- B. **On Call Pay.** To provide "on call" compensation to an employee who maintains his/her availability during off-duty hours to return back to work to perform emergency or needed procedures. Immediate Supervisors and/or Department Heads will assign primary and secondary employees (if required) to work regular rotating schedules. An employee is on call when the employee is able to do his/her own personal business, but is required to carry a pager or radio/cellular phone in order to reach in case of an emergency. This employee is required to report to duty in fit physical and mental condition. The employee will be paid either the actual hours worked or a minimum of two hours.

On call pay will be included in the employee's overtime rate in compliance with FLSA. Overtime for the called out hours will be subject to the "Hours Worked" sections of this policy.

- C. **Mandatory Overtime.** May be initiated by the Department Head or the Town Manager or designee, as deemed necessary, in order to ensure the continued operation of the Town.

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- D. **Longevity Pay.** Longevity pay may be paid to regular full-time employees to recognize an employee's contribution to the Town for each completed year of service.
1. Part-time non-exempt employees, temporary and seasonal employees are not eligible for longevity pay.
 2. Longevity compensation will be paid annually every December by a separate check. Employees must be employed the day longevity checks are issued. Employees who completed the 12-month requirement will be paid for those months when the 24-month paycheck is issued.
 3. Longevity compensation is under the FLSA rules and will be subject to regular tax and TMRS (Texas Municipal Retirement System) deductions.
 4. Paid leave is counted as active service in calculating longevity pay.
 5. Based on funding available, longevity pay is equivalent to \$5.00 per completed month of service up to 60 months, and \$7.50 per completed month from 61 or more months, up to \$2,000.00 maximum
 6. A partial month in which an employee begins work between the first and the fifteenth day of the month shall be considered a full month; a month in which an employee begins work on the sixteenth or later shall not be counted for longevity pay.
 7. Longevity pay is based on the number of continuous service with the Town. If a break in service occurs, longevity will accumulate from the new hire or reinstatement date and will not include prior service.
- E. **Interim/Assignment Pay.** Employees may receive additional pay for particular job assignments irrespective of other assigned duties or pay. The immediate Supervisor and/or Department Head must have approval from the Town Manager or designee and provide this information to Human Resources for processing.
- F. **Step Up Pay.** The Town recognizes that certain positions of significant responsibility and duties may from time to time become vacated for a variety of reasons, and that another employee may be asked to fulfill the duties of an employee serving in a higher level position for an interim period. It is also recognized that these duties are of such a nature and level of responsibility, and may last for an unknown period of time, that additional compensation is warranted for an employee asked to fulfill these interim duties. This policy is to provide a systematic and organized approach for the administration of stepping up to a position of higher responsibility. This policy applies to all employees, including sworn police and fire personnel.

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1. Step up pay occurs when an employee is **officially assigned** to a position of higher responsibility by an approved supervisor.
2. Qualifications. An employee acting in an interim assignment status must be qualified to perform and must actually perform the full range of duties of the higher-level position during the assigned period. The duties performed of the higher level position must be above and beyond the duties described in the employee's current job classification. Department supervisors that fail to verify employees' minimum qualifications to be assigned to a higher level position are subject to disciplinary action.
3. Sworn Police and Fire Personnel Assignments. The Police Chief, Fire Chief, or his/her designee, shall approve Step Up Pay assignments for sworn police and fire personnel who perform the duties of a higher classification. Departments shall provide e-mail documentation of the employee officially assigned to step up in an interim to HR and Finance for payroll purposes.
4. Sworn Police and Fire Step Up Pay Guidelines. A Sworn police officer or firefighter serving in an interim assignment shall be compensated the difference between their current rate of pay and the minimum pay in the pay grade for the higher classification that results in a minimum increase of 5%.
5. All Other Employees. Any other employee will, at the discretion of the Department Head with Town Manager or designee's approval, receive a salary between the minimum and mid-point of the range for the acted-in classification. A completed PCN will provide documentation in these cases.
6. Completion of Interim Assignment. Upon completion of the interim assignment, the employee shall return to the employee's regular job assignment and duties. The employee's compensation shall return to that employee's regular rate of pay prior to the temporary assignment.
7. An interim assignment does not constitute a promotion and shall in no way be construed as a permanent assignment.

402.04 G INCENTIVE PAY

Incentive Pay. The Town of Trophy Club encourages and endorses professional training and certification programs for its regular full-time employees. Employees who meet the respective certification/license requirements shall be entitled to certification pay where approved, if the certificate/license is useful in the performance of the employee's job and listed in this policy.

1. Incentive Rates.

<u>Certificate</u>	<u>Certificate Pay (per month)</u>
Intermediate	\$50.00
Advance	\$75.00
Master	\$100.00
Bi-lingual	\$50.00

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FTO \$75.00

**FTO will be compensated only fulfilling those specific duties.*

	<u>Certificate</u>	<u>Certificate Pay (per month)</u>
Fire	Intermediate	\$50.00
	Advance	\$75.00
	Master	\$100.00
	Bi-Lingual	\$50.00
	FTO	\$75.00

**FTO will be compensated only fulfilling those specific duties.*

Court Clerk	Level Two	\$75.00
	Level Three	\$100.00

Other	Plumbing	\$75.00 per month
	Irrigator	\$75.00 per month*
	PHR	\$75.00 per month
	SPHR	\$100.00 per month
	Certified Public Communicator	\$75.00 per month
	Pesticide Applicator License	\$75.00 per month
	Associates' Degree	\$25.00 per month
	Bachelors' Degree	\$50.00 per month
	Masters' Degree	\$100.00 per month
	Animal Control TDH Cert	\$75.00 per month
	Certified Government Finance Officer	\$75.00 per month*
	Certified Parks and Recreation Professional	\$75.00 per month
	American Institute of Certified Planners	\$75.00 per month
	ICC Permit Tech Certification	\$75.00 per month
	Certified Government Chief Information Officer	\$75.000 per month
	Texas Municipal Clerks Certification	\$75.00 per month
	Master Municipal Clerks Certification	\$100 per month

**Irrigators receiving certification pay at a \$125 month are grandfathered at their current rate.*

**Finance Employees that received a salary increase upon receiving the CGFO are not eligible to receive a monthly certification pay.*

**Employees receiving annual salary increases for receiving certifications or college degrees is discontinued unless specified in their offer letter.*

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**Stacking of certifications is not allowed. Only the highest obtained certification will be paid.*

2. **Application.** It is the employee's responsibility to provide documentation and have their department complete the necessary PCN to receive certification pay under this policy. It is also the employee's responsibility to notify Human Resources when they have lost a certification and are no longer eligible to receive certification pay. Certification pay will be added to an employee's payroll only upon Human Resources receiving the appropriate documentation. Employees are not eligible to receive back pay for certification pay.

H. **Resignation Pay**

1. **Resigning/Retiring Employees.** Subject to the requirement to give written notice specified in the Resignation/Retirement Section of the Termination of Employee Status Policy (308.02), full-time employees with more than six (6) months active full-time service credit will be paid at the base rate for all accrued vacation leave upon resignation or retirement. Full-time employees with less than six (6) months active full-time service credit are not paid for any accrued vacation leave or personal leave upon resignation or retirement.
2. **Terminated Employees.** Terminated employees are paid for accrued vacation leave on the same basis as resigning employees. If an employee is reinstated as the result of reversal of the dismissal upon appeal, any leave balance paid on dismissal is forfeited; any leave balance not paid for on dismissal will be restored and the employee's length of service credit for the purpose of vacation and sick leave accrual rates and any pay that is based on length of service credit will be restored.
3. **Deceased Employees.** See Death Benefits Section of Benefits Policy (401.03A).
4. **Final Paycheck Deductions.** Deductions from the final pay paycheck will be made for the same purposes as from a regular paycheck. In addition, any applicable deductions authorized in this Policy under 402.02D will be made.

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403.00 EMPLOYEE ASSISTANCE PROGRAM

403.01 POLICY/PURPOSE

The Town provides a confidential counseling and referral service, through a contract counseling service provider, to assist employees in resolving personal problems. The service may also be used to address issues that may be affecting job performance or employee morale. The primary function of the Employee Assistance Program “EAP” is to assist employees and their dependents by assessing needs and making recommendations regarding appropriate treatment. Initial counseling and referral services are available at no cost to all full-time employees and their dependents.

403.02 REFERRAL TYPES

- A. **Self-referral.** When an employee or family member is experiencing a personal or job-related problem, the employee may contact the EAP provider to schedule an initial appointment. The first appointment will be set based on the nature of the problem. Appointments may be made during scheduled work hours, should staffing levels permit, and employees may use accrued time, if available, for the absence.
- B. **Informal Referral.** If an employee initiates discussion about a personal problem with an immediate Supervisor, the immediate Supervisor may recommend that the employee use the EAP service. Appointments may be made during scheduled work hours, should staffing levels permit, and employees may use accrued time, if available, for the absence.
- C. **Formal Referral.** This kind of referral is based on problems affecting job performance, i.e., a decline in an employee's work performance or an incident, which may impact job performance. Immediate Supervisors shall consult with Human Resources before approaching the employee. The specific job performance problem or job related incident shall be clearly described to the employee. The immediate Supervisor will suggest the employee use the EAP service and may assist the employee by offering to contact the EAP provider. If the employee rejects the offer of a formal referral to the EAP provider and the work problems do not recur after the interview with the immediate Supervisor, no further action is required. No disciplinary action will be taken solely because the employee declines the use of the EAP, unless the mandatory referral criteria are met.

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D. **Mandatory Referral.** Referral to EAP by an immediate Supervisor is mandatory for an employee when:

1. The employee has failed a drug and alcohol test;
2. The employee refused a formal referral and the problems affecting job performance have continued;
3. The employee agreed to a formal referral, but did not contact the EAP service provider, and the problems affecting job performance have continued; or
4. It is suspected that a physical or mental impairment of an employee constitutes a hazard to persons or property, or may be preventing the employee from effectively performing the essential job functions of the position.
5. After consultation with Human Resources, the immediate Supervisor or manager will complete a [Supervisor Referral Form](#) to give to the employee.

403.03 COUNSELING/FURTHER REFERRAL TO COMMUNITY RESOURCES

- A. If the problem for which the employee was referred can be resolved in three (3) or fewer one-hour sessions, counseling will be provided by the EAP counselor and paid for by the Town. Employees will be allowed to use any accrued leave to attend these sessions.
- B. In addition to services provided by EAP and paid for by the Town, EAP may make an appropriate referral to a community resource. Any referral made by EAP for further services will be made based on the employee's health insurance, ability to pay, location of the services, the counselor's expertise and philosophy, and the employee's expressed preferences. Employees will be allowed to use any accrued leave to go to referrals made by the EAP counselor, as long as the employee provides proof of appointments or treatment.

403.04 RECORDS OF EAP REFERRALS/USE

- A. **Confidentiality.** All records pertaining to the EAP will be treated with a high degree of confidentiality.
- B. **Release.** Any information released will be clearly defined as confidential and will be released only under the following circumstances as legally allowed:

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1. When the EAP counselor determines that there is **clear and imminent risk** to the employee or to the community. Clear and imminent risk includes, but is not limited to an individual who is actively suicidal, an individual who is likely to physically harm another person, and/or an individual whose ability to function on the job is so substantially impaired that the individual presents a serious risk to the community;
2. When and to whom required by judicial order or when required by legal proceedings;
3. As required by law to appropriate authorities in cases involving child abuse;
4. To Human Resources and the employee's immediate Supervisor(s) on a need-to-know basis when a referral was mandatory; and
5. To others with written consent of the employee.

403.05 EAP BENEFITS AVAILABLE

The following is a list of EAP benefits available to employees and their dependents:

- Legal/Financial
- Depression/Stress
- Drug/Alcohol Abuse
- Emotional Problems
- Financial Pressure
- Grief Issues
- Family/Relationship Problems
- Other Personal Concerns
- Safe Ride

403.04 CONTACT INFORMATION

The Town's EAP Provider is Alliance Work Partners (AWP).

Phone: 1-800-343-3822

Website: www.alliancewp.com

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~~501.00 ADMINISTRATIVE LEAVE~~

~~Leave Administration Section 501 – 505 replaced by TM – 507 Leave Administration Policy~~

~~501.01 POLICY/PURPOSE~~

~~Administrative Leave may be paid or unpaid as determined by the nature of the event and at the discretion of the immediate Supervisor and/or Department Head, with Town Manager or designee approval.~~

~~See the following policies for more information:~~

- ~~1. See Paid Leave Policy Section 502.09.~~
- ~~2. See Unpaid Leave Policy Section 503.06.~~
- ~~3. See Discipline Policy Sections 601.04 and 601.05~~

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502.00 PAID LEAVE

502.01 POLICY/PURPOSE

~~As specified in this Policy, the Town provides several paid leaves to full-time employees, including vacation, sick leave, holiday and personal day, as well as other leaves as described in this chapter.~~

~~The Town does not provide short-term disability benefits for illnesses or non-work-related injuries. Employees should responsibly manage balances of accrued vacation and sick leave to minimize the chance that no paid leave will be available in case of temporary non-work-related absences.~~

502.02 GENERAL PROVISIONS

~~A. Paid leave may be used only in lieu of regularly scheduled work hours.~~

~~B. Paid leave cannot be advanced.~~

~~C. Except as specified in this Policy:~~

- ~~1. Approval of any paid leave is subject to operational requirements of the department, and any request for paid leave may be denied or rescheduled due to staffing and work scheduling needs of the department.~~
- ~~2. All requests for leave must be submitted in the Employee Self Service (ESS) for approval.~~
- ~~3. All requests for leave must be submitted within the time designated by the department or in absence of any such deadline, as specified in this Policy.~~
- ~~4. Unauthorized absence on the day immediately before or after a day of authorized paid leave may result in forfeiture of the pay for the authorized day off. Payment will be at the discretion of the immediate Supervisor and/or the Department Head.~~

~~D. Leave designations cannot be retroactively changed except as specifically authorized in this Policy or unless authorized in writing by the immediate Supervisor and/or Department Head.~~

502.03 HOLIDAYS

~~A. **Eligibility.** All full-time employees in a paid status are granted paid holiday leave for ten and a half (10 1/2) holidays. Every other employee classification is extended the official holiday, however, it is taken without pay. Temporary, seasonal, and part-time employees will be paid their regular rates on a holiday only if required to work.~~

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Holidays:

1. ~~New Year's Day~~
2. ~~Good Friday~~
3. ~~Memorial Day~~
4. ~~Independence Day~~
5. ~~Labor Day~~
6. ~~Thanksgiving Day (close at noon the Wednesday before Thanksgiving)~~
7. ~~Day after Thanksgiving~~
8. ~~Christmas Eve (at Town Manager discretion when it falls on a Saturday or Sunday — see Section C1 below)~~
9. ~~Christmas (at Town Manager discretion when it falls on a Saturday or Sunday — see Section C1 below)~~
10. ~~Personal Day~~

~~B. **Amount.** For pay administration purposes, a holiday is the equivalent of eight (8) work hours. For Fire personnel the holiday is equivalent is 12 hours. Further information for employees authorized to work alternative work schedules is available in the Work Hours Policy (302.00). An employee in an unpaid leave status is not eligible to receive paid holidays during the unpaid leave.~~

~~C. **Monday through Friday Operations Scheduling.** In departments that are operational on Monday through Friday only, single day holidays that fall on Saturday will be observed on the preceding Friday, and those that fall on Sunday will be observed on the following Monday. If Christmas Eve falls on Friday, the Christmas holiday will be observed on the following Monday. If Christmas Eve falls on Sunday, it will be observed on the following Monday, and the Christmas holiday will be observed on Tuesday. To receive holiday pay, an employee shall have worked his/her last scheduled day before and the day after the holiday unless excused by their immediate Supervisor and/or Department Head.~~

~~D. **Other holidays.** An immediate Supervisor and/or Department Head may grant use of vacation or personal leave to an employee who wishes to observe a national or religious holiday not officially observed by the Town. If no accrued leave is available, an employee may be granted authorized leave without pay. Such leave must be requested at least two (2) weeks before the requested holiday.~~

~~E. **Effect of Other Leave.** An official holiday occurring while vacation leave or sick leave is being taken will be reflected as a holiday on the payroll and no deduction from the vacation or sick leave balance will be made for the holiday hours.~~

~~F. **Personal Day.** Personal day does not rollover year to year. The only exception is in the case of new hires where they do not have a minimum of six (6) months from hire date to use the initial day before the end of the current fiscal year. These employees will be allowed to carry over the initial day and both days must be used before the end of the next fiscal year or forfeit the day(s).~~

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- G. ~~**Upon termination.** An employee will be paid for all accrued holidays not taken, not re-scheduled, or paid.~~

502.04 VACATION

- A. ~~**Accrual.** All full-time and regular part-time employees (working 20 hours per week) in a paid status are eligible to accrue vacation leave and may begin taking accrued vacation leave after successful completion of their first six (6) months of employment with their Department Head's approval. Vacation leave shall cease when an employee's accrued vacation leave balance reaches the maximum accrual.~~

- B. ~~**Use.** All full-time and regular part-time employees may be granted use of accrued paid vacation leave according to the following:~~

- ~~1. Vacation will begin accruing upon date of hire; however, an employee is not eligible to take accrued vacation until successful completion of the first six (6) months of employment. In an emergency or under special circumstances, the Town Manager, or his/her designee may allow the employee to use accrued vacation during the first six (6) months of employment.~~
- ~~2. Accrued vacation leave may be used for attending to personal business, for extension of another paid leave, for leave under the Family and Medical Leave Act, or for inability to report to work because of bad weather when the Town is not officially closed. Accrued vacation leave may also be used for other purposes at the discretion of the employee and with approval of the immediate Supervisor and/or Department Head.~~
- ~~3. To request leave, the employee will submit a time off request in ESS. Time off requests may be granted at the discretion of the immediate Supervisor and/or Department Head based on business needs. If time off is not accrued at the time of request, discuss with immediate Supervisor and/or Department Head.~~
- ~~4. An employee on an unpaid disciplinary suspension forfeits all claims to the use of accrued vacation leave for the duration of the disciplinary suspension. In no case shall accrued vacation time be granted to an employee during the course of an unpaid disciplinary suspension as a means to supplement pay lost as a result of the unpaid disciplinary suspension.~~
- ~~5. Vacation accruals shall not be used during any portion of an absence due to a work-related injury in which the employee is receiving any form of Worker's Compensation income benefits.~~
- ~~6. Vacation leave shall not accrue during leave of absences without pay. An employee returning to work from unpaid leave status will resume vacation accrual at the rate provided for based on credited service before and during the unpaid leave. Exception is Military Leave Policy (505.00).~~

- ~~7. Regular Non-Exempt full-time employees with:~~

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Months of Services	Hours of Accrual per year	# of hours equally distributed over 24 pay periods	Days Per Year	Maximum Accrual
1-60 months	80 hours	3.34 hours	10 days	160 hours
61-120 months	120 hours	5 hours	15 days	240 hours
121+ months	160 hours	6.67 hours	20 days	320 hours

8. Regular Exempt full-time employees with:

Months of Services	Hours of Accrual per year	# of hours equally distributed over 24 pay periods	Days Per Year	Maximum Accrual
1-60 months	120 hours	5 hours	15 days	240 hours
61-144 months	160 hours	6.67 hours	20 days	320 hours
145+ months	200 hours	8.34 hours	25 days	400 hours

9. Fire Shift employees working 24-hour shifts with:

Months of Services	Hours of Accrual per year	# of hours equally distributed over 24 pay periods	# of 24 hour Shifts Per Year	Maximum Accrual
1-60 months	120 hours	5 hours	5 shifts	240 hours
61-120 months	180 hours	7.5 hours	7½ shifts	360 hours
121+ months	240 hours	10 hours	10 shifts	480 hours

10. Regular Part-time employees working 20 hours per week with:

Months of Services	Hours of Accrual per year	# of hours equally distributed over 24 pay periods	Days Per Year	Maximum Accrual
1-60 months	40 hours	1.67 hours	5 days	80 hours
61-120 months	60 hours	2.5 hours	7.5 days	120 hours
121+ months	80 hours	3.33 hours	10 days	160 hours

- C. Once a resignation or retirement notice is given by the employee, accrued vacation can be taken during the notice period to the end of employment upon the approval of the Town Manager or designee.
- D. Retirement, resignation, or dismissal constitutes a break in continuous active service for vacation accrual purposes. An employee who is re-hired within 90 days after retirement,

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resignation, or dismissal will begin accruing vacation at the accrual rate that was in place when they left. After 90 days, the accrual will be the same as a new hire.

- E. **Unused Accrued Leave.** Employees with at least six (6) months of service shall be paid for any unused accrued vacation leave when they leave employment with the Town.

502.05 SICK LEAVE

- A. **Accrual.** Maintaining good attendance is a condition of employment and an essential function of every job. The intent of sick leave is to prevent loss of income to employees who are absent due to illness or injury, which is not work-related. All full-time employees in a paid status accrue sick leave at the rate of accrual listed in this Policy.

B. **Sick Accrual.**

1. Regular full-time employees shall accrue sick leave at the rate of:

Hours of Accrual per year	# of hours equally distributed over 24 pay periods	Days Per Year	Maximum Accrual
96 hours	4 hours	12 days	1040 hours

2. Fire Shift employees working 24-hour shifts with:

Hours of Accrual per year	# of hours equally distributed over 24 pay periods	# of 24 hour Shifts Per Year	Maximum Accrual
144 hours	6 hours	6 shifts	1460 hours

3. Sick leave accruals shall cease when an employee's sick leave balance reaches the maximum accrual.
4. Sick leave will not be advanced, nor will sick leave accrue during leaves of absence without pay, unless dictated by law.

- C. **Use.** All full-time employees may be granted use of accrued sick leave according to the following:

1. Accrued sick leave may be used for doctor appointments, personal illness, non-work-related injury, EAP sessions, physical incapacity of an employee, or when it is necessary to care for an immediate family member (spouse, son, daughter, stepson, stepdaughter, parent, or spouse's parent) who is ill or incapacitated. Accrued sick leave may also be donated to another employee under the Sick Leave Donation Program (502.06).
2. Whenever possible, notice of absence due to an illness, injury, or other unexpected reason must be given by the employee to their immediate Supervisor and/or

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Department Head within one (1) hour of their scheduled start time. The employee shall report on each succeeding day of absence. Failure to give notice may result in the absence being an unapproved absence without leave and subject to disciplinary action, up to and including termination. Upon return to work an employee must submit a time off request in ESS for the hours absent due to an illness, injury, or other unexpected reason.

3. ~~Accrued sick leave may be taken during the first six (6) months of employment.~~
4. ~~Sick leave accrual shall not be used during any portion of an absence due to a work-related injury in which the employee is receiving any form of Worker's Compensation income benefits.~~
5. ~~If an employee becomes hospitalized, unable to travel, or on any other restrictions by a physician's orders during vacation leave, the time will be charged to accrued sick leave if the employee provides a physician's written statement confirming the medical restriction or hospitalization.~~
6. ~~When accrued sick leave has been exhausted, accrued paid vacation leave may be used in cases of personal illness or physical incapacity with approval of the immediate Supervisor and/or Department Head.~~
7. ~~An immediate Supervisor and/or Department Head shall be responsible to notify Human Resources when an employee is absent due to illness for seven (7) consecutive workdays so the time may be evaluated for Family Medical Leave Status.~~
8. ~~See also the Reasonable Accommodation (ADA/ADAA) Policy (506.00) and the Family and Medical Leave provisions in the Unpaid Leave Policy (503.00) for further information.~~
9. ~~Retirement, resignation, or dismissal constitutes a break in continuous active service for sick leave accrual purposes. An employee who is re-hired within 90 days after retirement, resignation, or dismissal will begin accruing sick leave at the accrual rate that was in place when they left. After 90 days, the accrual will be the same as a new hire.~~
10. ~~Unused accrued sick leave will not be paid upon separation of employment.~~
11. ~~An employee on a disciplinary unpaid suspension may not use accrued sick leave for the duration of the disciplinary action.~~

D. ~~Inappropriate Use or Abuse of Sick Leave.~~ ~~Inappropriate use or abuse of accrued sick leave is very costly to the Town. Patterns or abuse may be subject to disciplinary action up to and including termination. Examples include but are not limited to:~~

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- ~~1. When an employee uses accrued sick leave for unauthorized purposes or misrepresents the actual reason for the absence.~~
- ~~2. When usage of accrued sick leave, not protected by law, becomes so frequent that an employee cannot fulfill the essential job functions.~~
- ~~3. When an employees' excessive absenteeism disrupts the department or Town's workflow.~~
- ~~4. Patterns in absenteeism, defined as a frequent, predictable and/or observable action that repeats itself over time, i.e. occurrences of repeatedly taking off around regularly scheduled weekends or holidays.~~
- ~~5. Repeated absenteeism or tardiness that is unapproved.~~

~~See Attendance and Punctuality Policy (309.00) for more information.~~

502.06 SICK LEAVE DONATION

~~This Policy is intended to assist all regular full-time employees who may suffer from a serious health condition or the employee is required to care for an immediate family member (spouse, son, daughter, step children, step parent, or spouse's parents) who may suffer from a serious health condition which forces the employee to exhaust all leave time, with a loss of compensation thereby causing a financial hardship to the employee.~~

~~A serious health condition means an illness, injury, impairment, or physical or mental condition that involves:~~

- ~~1. Inpatient care in a hospital, hospice, or residential medical facility; or~~
- ~~2. Continuing long-term treatment by a health care provider.~~

~~The uncomplicated delivery of a child at the conclusion of a pregnancy is not considered to be a serious health condition.~~

~~This policy excludes illness or injuries covered under other benefit programs including, but not limited to Workers' Compensation or the employee who returns to work on light duty, limited duty, or returns to work on a full-time basis. Any approved donation would cease at the time that short-term disability (STD), long-term disability (LTD), or the employee qualifies for other benefit policies (accident or hospitalization policy) would begin.~~

~~A. **Program Donations.** Program donations are requested once an application form requesting a donation is submitted to Human Resources. In order to voluntarily donate unused accrued sick leave, an employee must:~~

- ~~1. Be a regular, full-time employee and have satisfactory attendance; and~~

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- ~~2. Have a balance of 40 sick leave hours available to be able to participate in donating; and~~
- ~~3. May donate any amount over the minimum 40 hours available.~~

~~B. **Eligibility Requirements.** Participation to receive a donation is open to all regular full-time employees with satisfactory attendance who:~~

- ~~1. Have been employed for one (1) year, and~~
- ~~2. Have exhausted all leave benefits, and~~
- ~~3. Exhibit a personal need that is consistent with the policy, and~~
- ~~4. Submits a written application, which must include any necessary documentation requested to substantiate the request for donation, and~~
- ~~5. Any employee with written disciplinary action regarding unsatisfactory attendance is not eligible to participate (receive or donate) in this program.~~

~~C. **Application for Participation.** In order to apply for donation, an employee must:~~

- ~~1. Meet the eligibility requirements of the program (stated above).~~
- ~~2. Have exhausted all available leave benefits (vacation, sick leave, personal day, compensatory time, and TOC, etc.)~~
- ~~3. Exhibit a personal need that is consistent with the policy.~~
- ~~4. Agree to abide by all requirements regarding participation.~~
- ~~5. Make written application to Human Resources.~~
- ~~6. Provide any and all documentation requested to substantiate the request.~~

~~D. **Application Review Process.** Human Resources will review the written request and supporting medical documentation to determine eligibility.~~

~~E. **Notification and Use.** If the request is approved, Human Resources will contact the requesting employee to determine what information may be released to other employees in notifying other employees of the need. Human Resources will then notify all employees via email of the employee need. Notification will comply with confidentiality requirements concerning health information of the requesting employee and will only include information the requesting employee has authorized to be released. It is then a voluntary decision of each employee whether to donate leave. Employees wishing to donate time must complete a donation form indicating how many hours they wish to donate.~~

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Human Resources will track donations and hours used. Donated hours will be transferred to the requesting employee in the order the forms are received, as much as possible. Employees who donate hours that are used for the requesting employee will receive notice from Human Resources. The requesting employee's immediate Supervisor and/or Department Head will be notified of the requesting employee's approval to receive donations and will be kept apprised of the hours donated and their usage. Once all donated hours are used, if the employee continues to remain off work, the employee may be placed in an unpaid leave status.

~~F. **Duration of Award.** Paid leave will not be granted beyond what is donated. Once donated time is exhausted, the employee may be placed in an unpaid leave status in accordance with the Town's leave Policies. Employee will continue to accrue sick time during the time that they are receiving donated time.~~

~~G. **Termination of Awarded Time.** Donation time ends when the maximum time received or donated has been exhausted, or a maximum of 240 hours has been used, the employee goes on short-term disability (STD), long-term disability (LTD) or qualifies for other benefit policies (accident or hospitalization policy) or the employee returns to work on light duty, limited duty, or returns to work on a full-time basis.~~

Donation benefits provided shall also be terminated immediately if it is determined that an employee has misrepresented his/her need, falsifies information, or has used or attempted to use donated leave for activities not consistent with the intended purposes.

No employee will be eligible to receive separation pay for leave donated by other employees under this program.

~~H. **Return to Work.** Prior to returning to work, the employee's treating physician must review, certify that the employee can perform the essential role specifications and accountabilities. The Town will require an employee to be medically released (i.e., able to perform his/her essential role specifications and accountabilities with or without a reasonable accommodation) before returning to full and regular duty.~~

502.07 BEREAVEMENT LEAVE

~~A. All full-time employees will be allowed time off, with pay, to attend the funeral and otherwise attend to affairs, upon the death of family members, with immediate Supervisor's and/or Department Head's approval. Once approved, employee will need to notify Human Resources regarding the bereavement to include the hours requested and the family member's relationship. Human Resources will enter the hours into Incode and the employee will then enter the hours into ESS.~~

An allowance of up to three (3) working days (twenty-four (24) working hours) per incident, with pay, is available to an employee upon the death of an employee's family members to include:

- **Spouse**

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- ~~Parent~~
- ~~Child~~
- ~~Sister or brother~~
- ~~Step-parent~~
- ~~Stepchild~~
- ~~Aunt or uncle~~
- ~~Grandparent, or~~
- ~~Parent of the employee's spouse.~~

~~B. An employee may be required to provide information to document the absence.~~

~~C. If additional time off is required, the employee may use accrued vacation leave, personal leave, or compensatory time. If no time is available, the immediate Supervisor and/or Department Head may approve use of authorized leave without pay.~~

~~502.09 JURY/COURT DUTY APPEARANCE~~

~~A. All full-time employees shall be granted jury/court duty leave pay, when summoned for jury in city, state, or federal court or when appearing as a witness on behalf of the Town or as a consequence of his or her official Town duties.~~

~~Employees must notify their immediate Supervisor and/or Department Head upon receiving a summons for which jury/court duty leave is requested and shall submit a copy of a jury notice or other appropriate documentation verifying the nature and duration of absence in order to receive jury/court duty leave with pay. The notice shall be provided to Human Resources, who will enter the leave into Incode and then the employee will enter the leave into ESS.~~

~~B. All employees shall be paid for required appearances in a Town, state, or federal court, or a legislative or administrative proceeding (including disciplinary hearings) concerning work-related matters, or certain work-related testimony, investigation, and court preparation. The employee must provide documentation of the requirement for attendance and the work-related connection. Acceptable documentation includes a subpoena, letter of request from an attorney of record or prosecuting attorney, request of a hearing officer, or completion of the appropriate department form.~~

~~1. Employees receiving payment from an outside employer for an appearance(s) covered by this Policy must use accrued paid leave or unpaid leave because the appearance is not considered work-related with the Town.~~

~~2. Employees who have initiated legal or administrative proceedings, including disciplinary hearings, against the Town must use accrued paid leave or unpaid leave to attend such proceedings; the appearance is not considered work-related with the Town.~~

~~C. All fees paid and expenses reimbursed by the court may be retained by the employee, providing that the Town did not furnish travel, meals, lodging or miscellaneous expenses~~

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and further, that the employee is not appearing as a witness on behalf of the Town or is appearing as a consequence of his or her official Town duties.

502.10 ADMINISTRATIVE LEAVE WITH PAY

Administrative Leave may be paid or unpaid as determined by the nature of the event and at the discretion of the Department Head or Town Manager or designee. See Discipline Policy Sections 601.04 and 601.05.

502.11 MATERNITY LEAVE (EFFECTIVE 02/24/2020)

This Policy is intended to assist regular full-time employees by providing time off associated with the birth (delivery) of an employee's own child.

A. **Eligibility.** The Town provides up to 12 weeks of unpaid time off under FMLA to qualifying full-time employees. See Family Medical Leave policy section 504.00.

To be eligible, an employee must meet the minimum eligibility requirements for leave under the Family Medical Leave Act (the "FMLA"); namely, the employee must have been employed with the Town for at least one year and worked at least 1250 hours with the Town over the previous 12 months. Employees may be asked to provide appropriate verification and documentation in connection with any application for benefits.

B. **Amount of Leave.**

1. The leave taken pursuant to this policy will be designated as FMLA leave.
2. Employees may use their accrued benefits balances to cover time off. Leave will be used in the following order; Sick, Comp Time, Personal Leave, Vacation until time is exhausted, employee returns to work or moves into an unpaid status.

C. **Benefits During Leave.**

1. For the duration of the leave, coverage under the Town's health, dental, vision, life and disability insurance plans will be maintained at the same level and under the same conditions as if the employee had continued to work. The employee must pay the usual employee share of the premium through payroll deduction. If any part of the employee's leave is unpaid, employee may pay any back premiums through payroll deduction when the employee returns to work. If the employee does not return to work, employee will be required to provide payment to the Town for any insurance premiums owed.
2. Employee will continue to accrue Vacation and Sick Leave during any paid portion of the leave. If any portion of the leave will be unpaid, see Policy 503.00 Unpaid Leave.

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- ~~D. **Procedure for Requesting Leave.** In the event you require leave under this Policy, contact Human Resources as soon as possible for additional details and to provide any required information.~~
- ~~E. Employees that notified Human Resources of a pregnancy prior to 2/24/2020 are grandfathered under the previous Maternity Leave policy.~~

~~502.12 FORMS/LINKS~~

- ~~• [Application for Sick Leave Donation Form](#)~~
- ~~• [Employee Self Service \(ESS\)](#)~~

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~~503.00 UNPAID LEAVE~~

~~503.01 POLICY/PURPOSE~~

~~In addition to paid leave benefits (see Policy 401.00); the Town provides unpaid leave benefits to full-time employees as a matter of mutual convenience and in compliance with state and federal laws, such as the Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA/ADAA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).~~

~~These leave benefits have their own unique eligibility, documentation, scope of benefits, and return to work provisions and may or may not be used in conjunction with each other or paid leave. If any of the above involves a form of unpaid leave, changes, or suspension of other benefits may be involved.~~

~~503.02 GENERAL PROVISIONS~~

- ~~A. **Benefits Status.** Except as otherwise provided by federal or state law, while on unpaid leave:~~
- ~~1. An employee does not accrue vacation or sick leave and is not eligible for payment of any holidays that occur during an unpaid leave;~~
 - ~~2. Service credit for all employment privileges and benefits discontinues, unless dictated by law;~~
 - ~~3. The time is not credited in computing the consecutive pay periods of active service for sick leave penalty period status;~~
 - ~~4. During the twelve weeks of Family Medical Leave the employee's benefits continue as if the employee were still working, providing that the employee pays their share of the cost of employee and any dependent coverage. If employee is not receiving any pay during their FMLA Leave, they may make payroll deduction arrangements when they return to work to pay for any insurance premiums due. Health Insurance coverage continues during any other unpaid leave only if the employee pays the full cost of employee and any dependent coverage;~~

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- ~~5. Voluntary Life insurance, Short-Time Disability (STD), or any other selected optional coverages for which the employee pays via payroll deduction continues only if the employee pays the premiums;~~
- ~~6. The Town and employee's contributions to retirement and Deferred Compensation plans cease;~~
- ~~7. The employee is responsible for making repayments of any outstanding repayment obligations for which payroll deductions would otherwise be made;~~
- ~~8. An employee will not receive Tuition Reimbursement payments.~~

~~B. Return to Work~~

- ~~1. Except for certain highly compensated employees, upon completion of an approved unpaid leave of absence as provided in this section, an employee will be returned to the same job, if it is available and the employee is able to perform the duties of the position, or if the position is no longer available, will be offered a comparable position, subject to availability, for which the employee meets the qualifications. If the employee is not capable of performing the duties of the same or a comparable job, the employee will be offered the highest level position for which the employee is qualified and able to perform, if available.~~
- ~~2. At the expiration of an unpaid approved leave, if an employee fails to return to work, refuses an offered position, or fails to request an extension of leave, the employee forfeits employment, by reason of having voluntarily abandoned their employment and has not complied with the notice provisions of Termination of Employment Policy (308.02).~~

~~C. An employee who is on unpaid leave and notifies the Town that they will not be returning to work is considered to have resigned effective on the notification date. The employee shall contact Human Resources as soon as possible to arrange for re-payment of any amounts owed to the Town. Among the amounts the Town may recover from the employee are health insurance premiums paid by the Town during unpaid leave.~~

~~D. See Family and Medical Leave Policy (504.00).~~

~~E. See Military Leave Policy (505.00).~~

~~F. See Reasonable Accommodation (ADA/ADAA) Policy (506.00).~~

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503.03 AUTHORIZED LEAVE WITHOUT PAY

- A. ~~Authorized leave without pay may be granted upon written request at the discretion of a Department Head to employees for a period not to exceed the remainder of the pay period in which it is requested. Before requesting leave without pay, an employee must first use all vacation, personal leave, and all sick leave, if applicable.~~
- B. ~~Because it only involves part of one (1) pay period, authorized leave without pay does not affect an employee's benefits, other than compensation, nor does it constitute a break in service for the purpose of computing longevity pay. An employee on authorized leave without pay will continue to accrue vacation and sick leave at the regular rate of accrual.~~

503.04 LEAVE OF ABSENCE

A. Criteria

- ~~1. Any full-time employee, employed for at least one (1) year, may be granted an unpaid leave of absence for continuing medical treatment or recovery when all accrued paid leave has been exhausted, or is not available, and a doctor's written certification indicates the employee is not permanently disabled, but is unable to perform regular or limited duties due to illness or non-job-related injury.~~
- ~~2. Regular full-time employees, employed for at least one (1) year, may be granted a leave of absence for education or other legitimate purposes consistent with Town practices, operational requirements, and government regulations.~~
- ~~3. See Family and Medical Leave Policy (504.00).~~
- ~~4. See Military Leave Policy (505.00).~~
- ~~5. See Reasonable Accommodation (ADA/ADAA) Policy (506.00).~~

B. Authorization/Duration

- ~~1. Requests for leave of absence must be in writing and submitted through an employee's immediate Supervisor to the Department Head for approval. Requests for leaves that are foreseeable must be made ten (10) working days before the requested start date.~~

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- ~~2. Except for unpaid leave under the Family and Medical Leave Act, or for Military Leave purposes, a leave of absence of 30 calendar days or less may be granted by a Department Head, and a leave of absence of more than 30 calendar days must be approved by the Town Manager or designee. See Family and Medical Leave Policy (504.00), Military Leave Policy (505.00), or Reasonable Accommodation (ADA/ADAA) Policy (506.00) for approval processes for those types of unpaid leave.~~
- ~~3. Extension to a leave of absence for the same purpose as the leave was originally granted requires approval by the Town Manager or designee. A request for extension must be submitted in writing at least ten (10) calendar days before the effective end date of the original leave.~~
- ~~4. Except for unpaid leave covered under the Family and Medical Leave Act, Military Leave, or Reasonable Accommodation (ADA/ADAA), if a leave is denied by the Department Head, Town Manager or designee and the employee fails to return to work, the employee forfeits employment and has officially resigned from their employment with the Town.~~
- ~~5. No leave of absence or its extension may exceed one (1) year, except where required by law. Any unpaid FMLA or Reasonable Accommodation (ADA/ADAA) leave taken will count toward the calculation of the one (1)-year maximum.~~

~~503.05 INJURY LEAVE WITHOUT PAY~~

~~See Workers' Compensation Policy (703.00) for details on leave and compensation during periods of inability to work due to injury in the course and scope of employment.~~

~~503.06 ADMINISTRATIVE LEAVE WITHOUT PAY~~

~~See Discipline Policy Sections 601.04 and 601.05.~~

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~~504.00 FAMILY MEDICAL LEAVE (FMLA)~~

~~504.01 POLICY/PURPOSE~~

~~The Family and Medical Leave Act ("FMLA") entitles eligible employees of the Town to take unpaid, job-protected leave for specified family and medical reasons.~~

~~504.02 GENERAL PROVISIONS~~

~~A. **Eligibility.** Only eligible employees are entitled to take FMLA leave. An eligible employee is one who:~~

- ~~1. Has worked for the Town at least 12 months. The 12 months need not have been consecutive;~~
- ~~2. Has at least 1250 hours of service during the 12-month period immediately preceding the leave. The 1250 hours do not include time spent on paid or unpaid leave; and~~
- ~~3. Works at a location where the employer has at least 50 employees within 75 miles.~~

~~B. **Leave Entitlement.** Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the reasons set forth below:~~

- ~~1. The birth of a son or a daughter and to bond with the newborn child within one year of birth. The employee's entitlement to FMLA leave for birth and bonding expires 12 months after the date of birth. Both mothers and fathers have the same rights to take FMLA leave for the birth of a child. Birth and bonding leave must be taken as a continuous block of leave unless the Town agrees to allow intermittent leave;~~
- ~~2. The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement. FMLA leave may be taken before the actual placement of a child if an absence from work is required for placement for adoption or foster care to proceed. FMLA leave to bond with a child after placement must be taken as a continuous block of leave unless the Town agrees to allow intermittent leave. An employee's entitlement to leave for the placement of a child for adoption or foster care expires 12 months after the placement.~~

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- ~~3. A serious health condition that makes the employee unable to perform the essential functions of his or her position, where the health care provider finds that the employee is unable to work at all, or is unable to perform any one of the essential functions of the position;~~
- ~~4. To care for a spouse, son, daughter, parent, or child (on the basis of an “in loco parentis” relationship) who has a serious health condition;~~
- ~~5. To care for a son or daughter who is 18 years of age or older. An employee may take FMLA leave to care for a biological, adopted or foster child, a step child, a legal ward, or a child to whom the employee stands *in loco parentis*, who is 18 years of age or older and incapable of self care because of a mental or physical disability at the time the FMLA leave is to commence.~~
- ~~6. Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status. Qualifying exigencies are situations arising from the military deployment of an employee’s spouse, son, daughter, or parent to a foreign country. An employee may take qualifying exigency leave for the deployment of a son or daughter of any age.~~
- ~~7. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (military caregiver leave).~~

C. ~~Employee Notice Requirements.~~ ~~Employees must comply with the notice requirements for requesting leave and provide enough information for the Town to reasonably determine whether the FMLA may apply to the leave request.~~

- ~~1. If the employee fails to provide enough information to determine whether the leave is FMLA-qualifying, and when and how much leave the employee anticipates needing to take, the leave may not be protected.~~
- ~~2. In general, employees **must** provide 30 days in advance notice of the need to take FMLA leave when the need for leave is foreseeable. When the need for leave is not foreseeable 30 days in advance, employees must provide notice as soon as possible under the circumstances.~~
- ~~3. When the employee has no reasonable excuse for not providing at least 30 days advance notice, the employer may delay the leave until 30 days after the notice is received.~~
- ~~4. In the case of a qualifying exigency, the employee must give notice as soon as possible and practical.~~
- ~~5. For planned medical treatment, the employee must consult with Human Resources and try to schedule the appointment at a time that minimizes the disruption to the Town.~~

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~~6. Once approved for a particular FMLA leave reason, if additional leave is needed for that reason, the employee must reference that reason or the need for FMLA leave. The Town expects that the employee will provide reasonable notice to the Town if the employee's doctor determines that he/she can return to work earlier than expected or if his/her return to work will be delayed. The Town may also require that the employee provide periodic updates on his/her status and intent to return to work.~~

~~D. **The Town's Eligibility and Rights and Responsibilities Notice Requirements.** When an employee requests FMLA or the Town acquires knowledge that the leave may be for an FMLA-qualifying reason, the Town will:~~

- ~~1. Provide the employee with notice of eligibility status within 5 business days of the initial request for leave or when the Town acquires knowledge that an employee leave may be for an FMLA-qualifying reason;~~
- ~~2. Inform the employee of his/her eligibility status; and~~
- ~~3. If the employee is determined to not be eligible for FMLA leave, state at least one reason why.~~

~~The eligibility notice is not required for FMLA absences for the same qualifying reason during the same leave year, or for FMLA absences for a different qualifying reason where the employee's eligibility status has not changed. If the employee requests leave for a different qualifying reason in the same leave year, and the employee's eligibility has changed, the Town will notify the employee of the change in eligibility status within 5 business days.~~

~~Each time the Town is required to provide the eligibility notice, it will also provide employees with a rights and responsibilities notice, notifying employees of their obligations concerning the use of FMLA leave and the consequences of failing to meet those obligations.~~

~~The rights and responsibilities notice will be in writing and will include, as applicable:~~

- ~~1. Notice that the leave may be counted as FMLA leave;~~
- ~~2. The Town's designated 12-month period for counting FMLA leave entitlement;~~
- ~~3. Any requirement for the employee to furnish a certification and the consequences for failure to do so;~~
- ~~4. Information regarding the employee's right or the Town's requirement for substitution of paid leave and conditions relating to any substitution, and the employee's right to take unpaid FMLA leave if the conditions for paid leave are not met;~~

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- ~~5. Instructions for making any premium payments for maintenance of health benefits that the employee must make during leave (and potential employee liability of the employee fails to return to work after FMLA leave);~~
- ~~6. Notice of designation as “key” employee and what that could mean; and;~~
- ~~7. The employee’s right to job restoration and maintenance of benefits.~~

~~E. **The Town’s Designation Notice Requirements.** The Town is responsible for designating leave as FMLA-qualifying and giving notice of the designation to the employee. The notice will:~~

- ~~1. Be provided in writing within 5 business days of having enough information to determine whether the leave is FMLA-qualifying;~~
- ~~2. Be provided for each FMLA-qualifying reason per applicable 12-month period (additional notice is needed for any changes in the designation information);~~
- ~~3. Include the Town’s designation determination, and any substitution of paid leave and/or fitness-for-duty requirements; and~~
- ~~4. Provide the amount of leave that is designated and counted against the employee’s FML entitlement, if known. If the amount is not known at the time of the designation, the Town will provide the information to the employee upon request, but no more often than once in a 30-day period and only if leave was taken in that period.~~

~~If the requested leave is not FMLA-qualifying, the notice may be a simple written statement that the leave does not qualify and will not be designated as FMLA leave.~~

~~If the Town is unable to determine whether a leave request should be designated as FMLA-protected because a certification submitted is incomplete or insufficient, the Town will state in writing what additional information is needed. The Town may use the designation notice to inform the employee that the certification is incomplete or insufficient and what is needed to make the certification complete and sufficient.~~

~~F. **Medical Certification.** When an employee requests FMLA leave due to his/her own serious health condition or a covered family member’s serious health condition, the Town will require certification in support of leave from a health care provider.~~

- ~~1. The employee is responsible for providing a complete and sufficient certification, generally within 15 calendar days after the Town’s request.~~
- ~~2. The employee is responsible for paying the cost of medical certification and for making sure the certification is provided to the Town.~~

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- ~~3. If the certification is incomplete or insufficient, the Town will give the employee a written notice stating what additional information is necessary to make the certification complete and sufficient within 7 calendar days in most circumstances.~~
- ~~4. A certification is “incomplete” if one or more of the applicable entries on the form has not been completed. A certification is “insufficient” if the information is vague, unclear or non-responsive.~~
- ~~5. If the employee does not provide the requested certification within the time required or fails to provide a complete and sufficient certification despite the opportunity to cure any deficiencies, the Town may deny the employee’s request for FMLA leave.~~
- ~~6. If the employee’s need for leave lasts beyond a single FMLA leave year, the Town may require the employee to provide a new medical certification in each new FMLA year.~~

~~G. **Authentication and Clarification.** Once the Town has received a complete and sufficient certification, the Town will not request additional information from the health care provider. However, the Town may use a Human Resources professional, a leave administrator, another health care provider or a member of management to contact the health care provider to authenticate or clarify the certification. The employee’s immediate Supervisor will not contact the employee’s health care provider.~~

~~H. **Second and Third Opinions.** If the Town has received a complete and sufficient certification but has reason to doubt that it is valid, the Town may require the employee to obtain a second medical certification. The Town can choose the health care provider to provide the second opinion, but generally will not select a health care provider who it employs on a regular or routine basis. If the second opinion differs from the original certification, the Town may require the employee to obtain a third medical certification from a health care provider selected by both the employee and the Town. The opinion of the third medical provider is final and will be used by the Town. The Town will be responsible for paying for the second and third opinions. While awaiting the second and/or third opinions, the employee is provisionally entitled to FMLA leave.~~

~~I. **Recertification.** In general, the Town may request the employee to provide a recertification no more often than every 30 days and only in connection with an absence by the employee. If a certification indicates that the maximum duration of the serious health condition is more than 30 days, the Town will generally wait until that minimum duration expires before requesting recertification. However, in all cases, including cases~~

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where the condition is of an indefinite duration, the Town may request a certification for absences every 6 months. The Town may request a recertification in less than 30 days only if:

1. The employee requests an extension of leave;
2. The circumstances described by the previous certification have changed significantly;
or
3. The employer receives information that causes it to doubt the employee's stated reason for the absence or the continuing validity of the existing medical certification.

J. ~~**Fitness-For-Duty.** The Town will request a fitness-for-duty certification from the employee's health care provider only with regard to the particular health condition that caused the employee's need for FMLA leave.~~

1. ~~If the Town will require a fitness-for-duty certification, it will provide notice of that requirement and whether the certification must address the employee's ability to perform the essential functions of his/her job with the FMLA designation notice.~~
2. ~~In general, a fitness-for-duty certification may not be required for each absence taken on an intermittent or reduced leave schedule. However, if the Town has a reasonable belief that the employee's return to work presents a significant risk of harm to the employee or others, the Town may require a fitness-for-duty certification up to once every 30 days.~~
3. ~~As long as the Town has provided the required notice regarding any fitness-for-duty certification requirement, the employee's return to work may be delayed until the fitness-for-duty certification is provided.~~
4. ~~The Town may contact an employee's health care provider to clarify or authenticate a fitness-for-duty certification, but cannot delay the employee's return to work while making that contact.~~
5. ~~The employee is responsible for paying any cost of the fitness-for-duty certification.~~

K. ~~**Substitution of Paid Leave.** FMLA entitles employees to take unpaid leave. Under certain circumstances, employees may "substitute," or run at the same time as their FMLA leave, their accrued paid leave (such as sick or vacation leave) to cover some or all of the period of FMLA leave. The Town may also require employees to substitute accrued paid leave for unpaid FMLA leave even when the employee has not elected to do so. In order to substitute accrued paid leave, the employee must follow the Town's normal rules for the use of that type of leave.~~

L. ~~**Job Restoration and Health Benefits.** Upon return from leave, an employee will be returned to his/her same job or to an equivalent job with equivalent pay, benefits, and~~

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other terms and conditions of employment (including shift and location). The employee is not guaranteed the actual job held prior to the leave.

- ~~M. **Limitations to FMLA Protections.** An employee on FMLA leave is not protected from actions that would have affected him or her if the employee was not on FMLA leave. For example, if a shift has been eliminated or overtime has been decreased, an employee would not be entitled to return to that shift or the original overtime hours.~~

~~504.03 QUALIFYING EXIGENCY LEAVE UNDER THE FMLA~~

- ~~A. **Qualifying Exigency Leave Entitlements.** The FMLA entitles eligible employees who work for covered employers to take up to 12 workweeks of unpaid, job-protected leave in a 12-month period for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent. Qualifying exigencies may arise when the employee’s spouse, son, daughter or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty. For purposes of qualifying exigency leave, an employee’s son or daughter on covered active duty refers to a child of any age.~~
- ~~B. **Covered Active Duty.** Eligible employees may take FMLA leave for a qualifying exigency while the military member is on covered active duty, call to covered active duty status, or has been notified of an impending call to order to covered active duty.~~
- ~~C. **Qualifying Exigency Categories.** If a military member is on covered active duty, an employee may take FMLA for the following qualifying exigencies.~~
- ~~1. Issues relating to the military member’s short notice deployment (i.e., within seven or less days of notice);~~
 - ~~2. Attending military events and related activities, such as official ceremonies, programs, events and informational briefings, or family support or assistance programs sponsored by the military or other organizations related to the member’s deployment;~~
 - ~~3. Certain childcare and related activities arising from the military member’s deployment, such as arranging for alternative childcare, enrolling in or transferring a child to a new school or day care facility, etc. The employee taking the FMLA qualifying exigency leave does not need to be related to the military member’s child. However, the military member must be the parent, spouse, son or daughter of the employee taking FMLA leave, and the child must be the child of the military member;~~
 - ~~4. Making or updating financial and legal arrangements;~~
 - ~~5. Attending counseling for the employee, the military member, or the child of the military member when the need for the counseling arises from the covered active duty of the military member and is provided by someone other than a health care provider;~~

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- ~~6. Taking up to 15 business days of leave to spend time with a military member who is on short-term, temporary Rest and Recuperation leave during deployment;~~
- ~~7. Certain post-deployment activities within 90 days of the end of the military member's covered active duty; and~~
- ~~8. Any other event that the employee and employer agree is a qualifying exigency.~~

~~D. **Certification Requirements.** The Town may require that an employee's request for qualifying exigency be supported by an appropriate certification. The Town may also require that the certification include a copy of the military member's active duty orders. However, the employee is only required to provide this information to the employer once for a military member on a specific deployment.~~

~~504.04 MILITARY CAREGIVER LEAVE FOR A COVERED SERVICEMEMBER~~

- ~~A. **Military Caregiver Leave Entitlements.** Military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness to take up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to provide care for the servicemember.~~
- ~~B. **Covered Servicemember Defined.** A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, therapy or is in outpatient status or on the temporary disability list for a serious injury or illness.~~
- ~~C. **Next of Kin Defined.** The next of kin of a current servicemember is defined as the nearest blood relative, other than the current servicemember's spouse, parent, son, or daughter, in the following order of priority:~~
- ~~1. A blood relative who has been designated *in writing* by the servicemember as the next of kin for FMLA purposes.~~
 - ~~2. A blood relative who has been granted legal custody of the serviceman.~~
 - ~~3. Brothers and sisters.~~
 - ~~4. Grandparents.~~
 - ~~5. Aunts and uncles.~~
 - ~~6. First cousins.~~

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~~When a servicemember designates in writing a blood relation as next of kin for FMLA purposes, that individual is deemed to be the servicemember's only FMLA next of kin. When a current servicemember has not designated in writing a next of kin for FMLA purposes, and there are multiple family members with the same level of relationship to the servicemember, all such family members are considered the servicemember's next of kin.~~

~~D. **Single 12-Month Period.** The single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other FMLA reasons.~~

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An eligible employee is limited to a **combined total** of 26 workweeks for **any** FMLA-qualifying reason during the 12-month period. Up to 12 of the 26 weeks may be for an FMLA qualifying reason other than military caregiver leave. Military caregiver leave is available to an eligible employee once per servicemember, per serious injury or illness. However, an eligible employee may take an additional 26 weeks of leave in a different 12-month period to care for the same servicemember if he or she has another serious injury or illness. The employee is limited to a total of 26 weeks of military caregiver leave in any single 12-month period.

504.05 MILITARY CAREGIVER LEAVE FOR A VETERAN

A. Military Caregiver Leave Entitlements. Military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered veteran with a serious injury or illness to take up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to provide care for the veteran.

B. Covered Veteran Defined. A veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness is a covered veteran if he or she was a member of the Armed Forces (including a member of the National Guard or Reserves); was discharged or released under conditions other than dishonorable; and was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for him or her.

C. Serious Illness or Injury Defined. A serious illness or injury means an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

1. A continuation of the serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating, or
2. A physical or mental condition for which the veteran has received a U.S. Department of Veteran's Affairs Service-Related Disability Rating (VASRD) of 50% or greater, and the need for military caregiver leave is related to the condition, or
3. A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment, or
4. An injury that is the basis for the veteran's enrollment in the Department of Veteran's Affairs Program of Comprehensive Assistance for Family Caregivers.

Any of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

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~~D. Next of Kin Defined.~~

~~See Section 504.04, above.~~

- ~~E. Single 12-Month Period.~~** ~~The single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other FMLA reasons.~~

~~504.06 FMLA LEAVE PROCEDURES~~

- ~~A.~~** ~~The Town uses a “rolling” 12-month period measured backward from the date an employee uses any FMLA-qualifying leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.~~

- ~~B.~~** ~~An employee must use accrued paid leave before being eligible for unpaid leave as follows:~~

- ~~1. A serious health condition of the employee or the employee’s spouse, son, daughter, parent, or child (on the basis of an “in loco parentis” relationship) who has a serious health condition requires use of all accrued sick leave first, then accrued vacation leave before taking any unpaid leave.~~
- ~~2. The birth of a child requires use of accrued vacation leave before unpaid leave.~~
- ~~3. Adoption or foster care of a child requires use of accrued vacation leave before unpaid leave. Unless a serious health condition is involved, leave for adoption or foster care does not qualify for use of accrued sick leave. If a serious health condition of the child is involved, the employee must use of all accrued sick leave first, then accrued vacation leave before taking any unpaid leave.~~

- ~~C. Intermittent Leave or a Reduced Work Schedule.~~** ~~The employee may take leave intermittently, taking a day periodically when needed, or may use the leave to reduce the workweek or work day. In all cases, the leave may not exceed the equivalent of a total of 12 workweeks over a 12-month period.~~

- ~~1. If the Town and employee cannot agree to a satisfactory intermittent leave schedule or reduced work schedule for a serious health condition of the employee or a family member, the Town may temporarily transfer the employee to an available alternative position with equivalent pay and benefits to better accommodate the intermittent or reduced schedule.~~
- ~~2. The Town does not offer the option of a temporary re-assignment for post-birth (without documented restrictions from a physician), adoption, or foster care of a child.~~

~~D. Request Procedure~~

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- ~~1. Except in cases of emergency, all employees requesting FMLA leave must submit the FMLA Request in writing to their immediate Supervisor, with a copy to the Human Resources Department, as far in advance of the leave as is practical. All original certification documents should be forwarded to and maintained in Human Resources.~~
- ~~2. In cases of an emergency, the employee's immediate Supervisor will coordinate with the employee or, if the employee is unable to provide information, with the employee's next of kin to obtain information on the circumstances requiring leave. The immediate Supervisor will then contact the Human Resources Department, which will coordinate the leave.~~

~~E. **Periodic Contact With immediate Supervisor.** While on leave of more than one pay period, employees are required to report weekly to their immediate Supervisor regarding the status of the medical condition and their intent to return to work.~~

~~F. **Employee Status and Benefits During Leave**~~

- ~~1. An employee on paid leave for FMLA purposes will continue to accrue paid leave, and deductions from pay and the Town's contributions to any benefit plan will continue to be made as if the employee had continued to work.~~
- ~~2. An employee who is on unpaid leave for FMLA purposes continues health coverage only if the employee pays the employee's share of the cost of employee and/or dependent coverage.~~
- ~~3. If the employee chooses not to return to work after FMLA leave expires, for reasons other than a continued serious health condition, the Town will require the employee to reimburse the Town the amount it paid for the employee's health insurance premiums during the leave.~~

~~G. **Return to Work/Disability.**~~

- ~~1. An employee returning to duty following a leave for a serious health condition must provide a written release from the treating physician indicating the employee's fitness to return to duty, stipulating any type of restrictions, and the date of the employee's release from medical care. If no restrictions are specified, the immediate Supervisor is to send a copy of the release to Human Resources. If restrictions are specified, the employee must report to the Human Resources Department before reporting to work.~~
- ~~2. If an employee fails to return to work or request additional leave as a reasonable accommodation at the expiration of an approved Family and Medical Leave, the employee may be terminated from employment.~~

504.07 FORMS

- ~~• [WH 380-E Certification of Health Care Provider for Employee's Serious Health Condition](#)~~
- ~~• [WH 380-F Certification of Health Care Provider for Family Member's Serious Health Condition](#)~~

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- ~~WH-381 Notice of Eligibility and Rights & Responsibilities~~
- ~~WH-382 Designation Notice~~
- ~~WH-384 Certification of Qualifying Exigency For Military Family Leave~~
- ~~WH-385 Certification for Serious Injury or Illness of Covered Servicemember --- for Military Family Leave~~
- ~~WH-385-V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave~~

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505.00 MILITARY LEAVE

505.01 POLICY/PURPOSE

The Town follows the guidelines established by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") regarding military leave.

USERRA is a federal law that establishes the rights and responsibilities for uniformed servicemembers and their civilian employers. Service in the "uniformed services" covers all categories of military training and service, including duty performed on a voluntary or involuntary basis, in time of peace or war, including the National Guard, Reserve military personnel and the National Disaster Medical System ("NDMS"). USERRA covers employment, reemployment and retention rights when employees serve in the uniformed services. USERRA is intended to ensure that persons who serve or have served in the uniformed services are not disadvantaged in their civilian careers because of their service; are promptly reemployed in their civilian jobs upon their return from duty; and are not discriminated against in employment based on past, present or future military service.

505.02 REQUESTING MILITARY LEAVE

When an employee is called to military service, USERRA requires the employee to give advance notice of the service to the Town as far in advance as is reasonable under the circumstances, unless such notice is precluded by military necessity. The employee's notice may be either verbal or written and should be provided to his/her immediate Supervisor at least 30 days prior to departure for uniformed service, when it is feasible to do so.

505.03 STATUS ON MILITARY LEAVE

An employee is deemed to be on a leave of absence or furlough from the Town while performing military duty. In this status, the employee is entitled to the rights and benefits generally provided to other employees of the Town that are on leave of absence or furlough, with similar seniority, status and pay.

505.04 BENEFITS DURING MILITARY LEAVE

G. Eligibility

Any employee (includes regular, part-time, and seasonal) who is a member of the National Guard or reserves of the United States armed forces should, upon notification to the department director and submission of appropriate documentation, be granted leave for a period required to perform active duty for training.

H. Definition

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

I. Length of Leave

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In accordance with Section 437.202, Texas Government Code, any employee (includes regular, part-time, and seasonal) engaged in authorized military training or duties will receive full pay and accrue benefits as if the employee were on the job, for up to 15 work days (three calendar weeks) in any one calendar year.

~~J. Leave in Excess of 15 Days~~

~~An employee eligible for military leave that is ordered or authorized to participate in training or other duty for more than 15 work days in one calendar year will be placed on leave without pay for any time in excess of 15 work days.~~

~~K. Notice to Department Director~~

~~An employee must give as much advance notice as possible to his/her supervisor regarding dates for military training leave. Annual or quarterly training schedules should be given to the department director, as the schedules become available to the employee.~~

~~L. Rescheduled Workdays~~

~~An employee who participates in weekend military training that occurs on a scheduled work day may reschedule a work day rather than have the absence charged to military leave, provided that the employee reschedules the work day within the same work week.~~

~~M. Health Care Coverage~~

- ~~1. If the employee has coverage under a health plan in connection with his/her employment, the plan must permit the employee to elect to continue the coverage as set forth below:~~
 - ~~1. For military service of less than 31 days, health care coverage is provided as if the servicemember had remained employed.~~
 - ~~2. Individuals performing military duty of more than 30 days may elect to continue employer-sponsored health care for up to 24 months; however, they may be required to pay up to 102 percent of the full premium.~~
 - ~~3. There after the employee may elect to continue health care coverage as provided under COBRA. However, if coverage is terminated at the employee's option, the Town will not impose a waiting period for benefit reinstatement upon return to employment.~~

~~F. Paid Time Off~~

~~An employee on military leave in excess of 15 days may opt to, but is not required to use accrued vacation or comp time during the time that he/she is performing military service.~~

505.05 REEMPLOYMENT AFTER MILITARY LEAVE

- ~~A. USERRA limits the cumulative length of time that an individual may be absent from work for military duty and retain reemployment rights to five (5) years. There are important exceptions to the five-year limit, including initial enlistments lasting more than five years, periodic National Guard and Reserve training duty, and involuntary active duty extensions and recalls, especially during a time of national emergency.~~
- ~~B. In general, to be eligible for reemployment rights, an employee must: ensure that the Town receives advance verbal or written notice of service; have five (5) years or less of cumulative service in the uniformed services while with the Town; return to work or apply~~

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in a timely manner; and not be separated from service with a disqualifying discharge or under less than honorable conditions. USERRA clearly establishes that reemployment protection does not depend on the timing, frequency, duration, or nature of an individual's service as long as the basic eligibility criteria are met.

- C. ~~Under USERRA, returning servicemembers are to be reemployed in the job that they would have attained had they not been absent for military service, (the "escalator" principle), with the same seniority, status and pay, as well as other rights and benefits determined by seniority. USERRA also requires that reasonable efforts (such as training or retraining) be made to enable returning servicemembers to qualify for reemployment. If the servicemember cannot qualify for the "escalator" position, he/she must be reemployed, if qualified, in any other position that is the nearest approximation to the escalator position and then to the pre-service position.~~
- D. ~~The time limits for returning to work or applying for reemployment are as follows:~~
- ~~1. **Less than 31 days service:** By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.~~
 - ~~2. **31 to 180 days:** The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.~~
 - ~~3. **181 days or more:** The employee must apply for reemployment no later than 90 days after completion of military service.~~
 - ~~4. **Service-connected injury or illness:** Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.~~
- E. ~~Upon notification of intent to return to work, the employee must provide military discharge documentation to his/her immediate Supervisor.~~
- F. ~~An employee returning from military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have obtained with continuous employment. In addition, once the employee has returned to work, the time spent on active duty will be counted towards eligibility for FMLA, as well as the accrual rate for vacation leave and for purposes of determining years of service for computation of longevity pay. Additionally, any department that bases a personnel decision, such as shift or days off assignments, on seniority must count the time spent on military leave as active Town service for seniority ranking purposes.~~
- G. ~~Servicemembers convalescing from injuries received during service or training may have up to two years from the date of completion of service to return to their jobs or apply for~~

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reemployment. The Town will make reasonable efforts to accommodate the disability of a disabled servicemember.

- H. ~~Contributions toward the required and optional pension plans are suspended while an employee is on active military service of over 30 days. Reinstatement of service credit and/or deposit of contributions upon returning to work with the Town is governed by the terms of the particular plan. Employees should consult Human Resources for assistance in determining the impact of their active military service on these plans.~~

~~Please contact Human Resources for any questions regarding reemployment of employees returning from military leave.~~

506.00 REASONABLE ACCOMMODATION (ADA/ADAA)

506.01 POLICY/PURPOSE

- A. **Reasonable Accommodation.** The Town must provide reasonable accommodation to qualified employees or applicants with disabilities, unless to do so would cause undue hardship. The Town is committed to providing reasonable accommodations to its employees and applicants for employment to ensure that individuals with disabilities enjoy equal access to all employment opportunities.

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The Town provides reasonable accommodations:

1. When an applicant with a disability needs an accommodation to have an equal opportunity to compete for a job;
2. When an employee with a disability needs an accommodation to perform the essential functions of the job or to gain access to the workplace; and
3. When an employee with a disability needs an accommodation to enjoy equal access to benefits and privileges of employment (e.g., details, trainings, office-sponsored events).

B. Reasonable Accommodation Defined. A reasonable accommodation is any change in the workplace or the way things are customarily done that provides an equal employment opportunity to an individual with a disability. While there are some things that are not considered reasonable accommodations (e.g., removal of an essential job function or personal use items such as a hearing aid that is needed on and off the job), reasonable accommodations can cover most things that enable an individual to apply for a job, perform a job, or have equal access to the workplace and employee benefits such as kitchens, parking lots, and office events.

Common types of accommodations include:

- modifying work schedules;
- granting breaks or providing leave;
- altering how or when job duties are performed;
- removing and/or substituting a marginal function;
- moving to different office space;
- making changes in workplace policies;
- providing assistive technology, including information technology and communications equipment or specially designed furniture;
- providing a reader or other staff assistant to enable employees to perform their job functions, where the accommodation cannot be provided by current staff;
- removing an architectural barrier, including reconfiguring work spaces;
- providing accessible parking;
- providing materials in alternative formats (e.g., Braille, large print);
- providing a reassignment to another job.

C. Reasonable Accommodation Process. The Town will process requests for reasonable accommodation and will provide reasonable accommodations where appropriate, in a prompt and efficient manner in accordance with the time frames set forth in these Procedures.

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1. The Town has designated the Human Resources Representative as the **Disability Program Manager (DPM)** to oversee the reasonable accommodation program. All requests for reasonable accommodation will be handled by the DPM. If a request is given to a manager or supervisor rather than directly to the DPM, that individual should forward the request immediately and must do so within two (2) calendar days. All requests for accommodations must be filed using the [ADA: Request for Reasonable Accommodation Form](#).
2. When an employee makes a request for reasonable accommodation that involves performance of the job, the DPM will work with the employee's supervisor to ensure that an appropriate accommodation is provided that meets the individual's disability-related needs and enables the individual to perform the essential functions of the position.
3. As part of the reasonable accommodation and/or interactive process, the DPM will obtain and evaluate documentation supporting an accommodation request (such as medical documentation demonstrating that the requestor is an individual with a disability), whenever the disability or need for accommodation is not obvious.
4. If the employee's needs are fairly easy to accommodate, e.g., an ergonomic chair, the Town may be able to address an employee's issue outside the reasonable accommodation process. Requests under these circumstances should be directed to the DPM.
5. While the DPM will handle all requests for reasonable accommodations, supervisors, managers, and directors often will need to be consulted about specific requests. Therefore, all management personnel must be familiar with these Procedures and the Commission's "[Enforcement Guidance on Reasonable Accommodation and Undue Hardship Under the Americans with Disabilities Act](#)" (rev. Oct. 17, 2002), which contains significant information on the responsibilities of agency personnel involved in responding to a request for reasonable accommodation, as well as the rights and responsibilities of those requesting accommodation.

D. Reasonable Accommodation Procedures.

1. **Requesting Reasonable Accommodation.** Generally, an applicant or employee must let the Town know that he/she needs an adjustment or change concerning some aspect of the application process, the job, or a benefit of employment for a reason related to a medical condition. An applicant or employee may request a reasonable accommodation at any time, orally or in writing. An individual should request a reasonable accommodation from the Disability Program Manager (DPM).
2. If an employee makes a reasonable accommodation request to someone other than the DPM, such as her supervisor, office director, district director, or regional attorney, these supervisors/managers should forward the request to the DPM immediately and must do so within two (2) business days.

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3. The reasonable accommodation process begins as soon as the oral or written request for accommodation is made to any manager in an employee's chain of command, so it is imperative that the request be forwarded to the DPM within two (2) business days.
 4. An individual's receipt or denial of an accommodation does not prevent the individual from making another request at a later time if circumstances change and she believes that an accommodation is needed due to limitations from a disability (e.g., the disability worsens or an employee is assigned new duties that require an additional or different reasonable accommodation). Additionally, the DPM may not refuse to process a request for reasonable accommodation, and a reasonable accommodation may not be denied, based on a belief that the accommodation should have been requested earlier (e.g., during the application process).
 5. A request does not have to include any special words, such as "reasonable accommodation," "disability," or "Rehabilitation Act." A request is any communication in which an individual asks or states that he/she needs the Town to provide or to change something because of a medical condition. A supervisor, manager, or the DPM should ask an individual whether he/she is requesting a reasonable accommodation if the nature of the initial communication is unclear.
 6. A family member, health professional, or other representative may request an accommodation on behalf of an employee or applicant. For example, a doctor's note outlining medical restrictions for an employee constitutes a request for reasonable accommodation.
 7. When an individual (or third party) makes an oral request, the DPM must ensure that the "Confirmation of Request" form is filled out. The DPM must fill out the Form if the requestor does not.
- E. **Processing the Request.** The DPM is responsible for processing requests for reasonable accommodation. Human Resources will designate another staff member to act as a back-up for the DPM to process requests when the DPM is unavailable for any length of time (e.g., the DPM is on vacation or out on extended leave).

While the DPM has responsibility for processing requests for reasonable accommodation, the DPM may work closely with an employee's supervisor in responding to the request, particularly those involving performance of the job. The DPM will need to consult with an employee's supervisor to gather relevant information necessary to respond to a request and to assess whether a particular accommodation will be effective. No reasonable accommodation involving performance of the job will be provided without first informing an employee's supervisor.

F. The Interactive Process.

1. Generally. After a request for accommodation has been made, the next step is for the parties to begin the interactive process to determine what, if any, accommodation should be provided. This means that the individual requesting the accommodation and the DPM must communicate with each other about the request, the precise nature of

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the problem that is generating the request, how a disability is prompting a need for an accommodation, and alternative accommodations that may be effective in meeting an individual's needs.

2. The DPM will contact the applicant or employee within 5 calendar days after the request is made (even if the request is initially made to someone else) to begin discussing the accommodation request. In some instances, the DPM may need to get information to determine if an individual's impairment qualifies as a "disability" or to determine what would be an effective accommodation. Such information may not be necessary if an effective accommodation is obvious, if the disability is obvious (e.g., the requestor is blind or has paraplegia) or if the disability is already known to the Town (e.g., the requestor previously asked for an accommodation and information submitted at that time showed a disability existed and that there would be no change in the individual's medical condition).
3. Communication is a priority throughout the entire process, but particularly where the specific limitation, problem, or barrier is unclear; where an effective accommodation is not obvious; or where the parties are considering different forms of reasonable accommodation. Both the individual making the request and the decision maker should work together to identify effective accommodations.

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4. When a third party (e.g., an individual's doctor) requests accommodation on behalf of an applicant or employee, the DPM should, if possible, confirm with the applicant or employee that he/she wants a reasonable accommodation before proceeding. Where this is not possible, for example, because the employee has been hospitalized in an acute condition, the DPM will process the third party's request if it seems appropriate (e.g., by granting immediate leave) and will consult directly with the individual needing the accommodation as soon as practicable.
5. The DPM may need to consult with other Town personnel (e.g., an employee's supervisor) or outside sources to obtain information necessary to make a determination about the request in a timely fashion.

G. Reassignment.

1. There are specific considerations in the interactive process when an employee needs, or may need, a reassignment.
2. Generally, reassignment will only be considered if no accommodations are available to enable the individual to perform the essential functions of his or her current job, or if the only effective accommodation would cause undue hardship.
3. In considering whether there are positions available for reassignment, the DPM will work with the employee requesting the reassignment to identify: (1) vacant positions within the agency for which the employee may be qualified, with or without reasonable accommodation; and (2) positions which the DPM has reason to believe will soon become vacant and for which the employee may be qualified.

H. Requests for Medical Information.

1. If a requestor's disability and/or need for accommodation are not obvious or already known, the Town (specifically the DPM) is entitled to ask for and receive medical information showing that the requestor has a covered disability that requires accommodation. A disability is obvious or already known when it is clearly visible or the individual previously provided medical information showing that the condition met the disability definition. It is the responsibility of the applicant/employee to provide appropriate medical information requested by the Town where the disability and/or need for accommodation are not obvious or already known.

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2. **Only the DPM may determine whether medical information is needed and, if so, may request such information from the requestor and/or the appropriate health professional.** Even if medical information is needed to process a request, the DPM does not necessarily have to request medical documentation from a health care provider; in many instances the requestor may be able to provide sufficient information that can substantiate the existence of a “disability” and/or need for a reasonable accommodation, while preserving the confidentiality of all medical information obtained in processing a request for accommodation. If an individual has already submitted medical documentation in connection with a previous request for accommodation, the individual should immediately inform the DPM of this fact. The DPM will then determine whether additional medical information is needed to process the current request.
3. If the initial information provided by the health professional or volunteered by the requestor is insufficient to enable the DPM to determine whether the individual has a “disability” and/or that an accommodation is needed, the DPM will explain what additional information is needed. If necessary, the individual should then ask his/her health care provider or other appropriate professional to provide the missing information. The DPM may also give the individual a list of questions to give to the health care provider or other appropriate professional to answer. If sufficient medical information is not provided by the individual after several attempts, the DPM may ask the individual requesting accommodation to sign a limited release permitting the DPM to contact the provider for additional information. The DPM may have the medical information reviewed by a doctor of the agency’s choosing, at the agency’s expense.
4. In determining whether documentation is necessary to support a request for reasonable accommodation and whether an applicant or employee has a disability within the meaning of the [Rehabilitation Act](#), the DPM will be guided by principles set forth in the [ADA Amendments Act of 2008](#). Specifically, the ADA Amendments Act directs that the definition of “disability” be construed broadly and that the determination of whether an individual has a “disability” generally should not require extensive analysis. Notwithstanding, the DPM may require medical information in order to design an appropriate and effective accommodation.
5. A supervisor or director who believes that an employee may no longer need a reasonable accommodation should contact the DPM. The DPM will decide if there is a reason to contact the employee to discuss whether s/he has a continuing need for reasonable accommodation.

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I. Confidentiality Requirements.

1. Medical information obtained in connection with the reasonable accommodation process must be kept confidential. This means that all medical information that the Town obtains in connection with a request for reasonable accommodation must be kept in files separate from the individual's personnel file. This includes the fact that an accommodation has been requested or approved and information about functional limitations. It also means that any Town employee who obtains or receives such information is strictly bound by these confidentiality requirements.
2. The DPM may share certain information with an employee's supervisor or other Town official(s) as necessary to make appropriate determinations on a reasonable accommodation request. Under these circumstances, the DPM will inform the recipients about these confidentiality requirements. The information disclosed will be no more than is necessary to process the request. In certain situations, the DPM will not necessarily need to reveal the name of the requestor and/or the office in which the requestor works, or even the name of the disability.
3. In addition to disclosures of information needed to process a request for accommodation, other disclosures of medical information are permitted as follows:
 - Supervisors, managers, and directors are entitled to whatever information is necessary to implement restrictions on the work or duties of the employee or to provide a reasonable accommodation;
 - First aid and safety personnel may be informed, when appropriate, *if* the disability might require emergency treatment or assistance in evacuation; and
 - Government officials may be given information necessary to investigate the agency's compliance with applicable laws.

J. Time Frame for Processing Requests and Providing Reasonable Accommodations.

1. Generally. The time frame for processing a request (including providing accommodation, if approved) is as soon as possible but no later than 30 business days from the date the request is made. This 30-day period includes the 10-day time frame in which the DPM must contact the requestor after a request for reasonable accommodation is made.

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2. The Town will process requests and, where appropriate, provide accommodations in as short a period as reasonably possible. The time frame above indicates the maximum amount of time it should generally take to process a request and provide a reasonable accommodation. The DPM will strive to process the request and provide an accommodation sooner, if possible. Unnecessary delays can result in a violation of applicable laws.
3. The time frame begins when an oral or written request for reasonable accommodation is made, and not necessarily when it is received by the DPM. Therefore, everyone involved in processing a request should respond as quickly as possible. This includes referring a request to the DPM, contacting a doctor if medical information or documentation is needed, and providing technical assistance to the DPM regarding issues raised by a request (e.g., information from a supervisor regarding the essential functions of an employee's position, information regarding compatibility of certain adaptive equipment with the Town's technology).
4. If the DPM must request medical information or documentation from a requestor's doctor, the time frame will stop on the day that the DPM makes a request to the individual to obtain medical information or sends out a request for information/documentation, and will resume on the day that the information/documentation is received by the DPM.
5. If the disability is obvious or already known to the DPM, if it is clear why reasonable accommodation is needed, and if an accommodation can be provided quickly, then the DPM should not require the full 30 business days to process the request. The following are examples of situations where the disability is obvious or already known and an accommodation can be provided in less than the allotted time frame:
 - An employee with insulin-dependent diabetes who sits in an open area asks for three breaks a day to test her blood sugar levels in private.
 - An employee with clinical depression who takes medication which makes it hard for her to get up in time to get to the office at 9:00 a.m., requests that she be allowed to start work at 10:00 a.m. and still work an eight and a half hour day.
 - A supervisor distributes a detailed agenda at the beginning of each staff meeting. An employee with a serious learning disability asks that the agenda be distributed ahead of time because his disability makes it difficult to read quickly and he needs more time to prepare.
6. Expedited Processing of a Request. In certain circumstances, a request for reasonable accommodation requires an expedited review and decision. This includes where a reasonable accommodation is needed:
 - to enable an applicant to apply for a job. Depending on the timetable for receiving applications, conducting interviews, taking tests, and making hiring decisions, there may be a need to expedite a request for reasonable accommodation to

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ensure that an applicant with a disability has an equal opportunity to apply for a job.

- to enable an employee to attend a meeting scheduled to occur soon. For example, an employee may need a sign language interpreter for a meeting scheduled to take place in 5 days.
7. Extenuating Circumstances. There are circumstances that could not reasonably have been anticipated or avoided in advance of the request for accommodation, or that are beyond the Town's ability to control. When extenuating circumstances are present, the time for processing a request for reasonable accommodation and providing the accommodation will be extended as reasonably necessary. Extensions will be limited to circumstances where they are absolutely necessary and only for as long as required to deal with the extenuating circumstance.

K. Resolution of the Reasonable Accommodation Request.

1. All decisions regarding a request for reasonable accommodation will be communicated to an applicant or employee by use of the "Resolution of Request" form, as well as orally.
2. If the Town grants a request for accommodation, the DPM will give the "Resolution of Request" form to the requestor, and discuss implementation of the accommodation. The "Resolution" form must be filled out even if the Town is granting the request without determining whether the requestor has a "disability" and regardless of what type of change or modification is approved (e.g., the Town grants a three-month removal of an essential function, which is not a form of reasonable accommodation but nonetheless must be specified on the Resolution form).
3. A decision to provide an accommodation other than the one specifically requested will be considered a decision to grant an accommodation. The form will explain both the reasons for the denial of the individual's specific requested accommodation and why the Town believes that the chosen accommodation will be effective.
4. If the request is approved but the accommodation cannot be provided immediately, the DPM will inform the individual in writing of the projected time frame for providing the accommodation.

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5. If the Town denies a request for accommodation, the DPM will give the “Resolution” form to the requestor and discuss the reason(s) for the denial. When completing the “Resolution” form, the explanation for the denial will clearly state the specific reason(s) for the denial. This means that the Town will not simply state that a requested accommodation is denied because of “undue hardship” or because it would be “ineffective.” Rather, the form will state and the DPM will explain specifically why the accommodation would result in undue hardship or why it would be ineffective.
6. If there is a legitimate reason to deny the specific reasonable accommodation requested (e.g., the accommodation poses an undue hardship or is not required by law), the DPM will explore with the individual whether another accommodation would be possible. The fact that one accommodation proves ineffective or would cause undue hardship does not necessarily mean that this would be true of another accommodation. Similarly, if an employee requests removal of an essential function or some other action that is not required by law, the DPM will explore whether there is a reasonable accommodation that will meet the employee’s needs.
7. If the DPM offers an accommodation other than the one requested, but the alternative accommodation is not accepted, the DPM will record the individual’s rejection of the alternative accommodation on the “Resolution” form.

L. Informal Dispute Resolution.

An individual dissatisfied with the resolution of a reasonable accommodation request can ask Human Resources to reconsider that decision. An individual must request, in writing, this reconsideration within 5 calendar days of receiving the “Resolution” form.

506.02 REASONABLE ACCOMMODATION INTERACTIVE PROCESS FORM

Instructions for completed the Reasonable Accommodation Interactive Process Form:

1. Complete all Sections highlighted in yell (e.g., Name of Employee, Employee’s Position, Essential Functions);
2. When determining the Essential Functions, review the applicable job description and discuss with the employee’s manager the specific functions that are truly essential to the position versus only marginal functions. Essential functions should be applicable to all employees in this position;
3. Provide the Form to the employee to have the remaining Sections completed by an appropriate healthcare provider;
4. Provide a reasonable timeframe for the employee to return the Form (e.g., 7 days);
5. When the Form is returned, verify that all Sections have been completed and that the Form has been signed by an appropriate healthcare provider;

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6. If the Form is not complete or has not been signed by an appropriate healthcare provider, give the employee a reasonable opportunity to correct any deficiencies (e.g., 3 days)
7. The Form should be maintained in confidential medical file separate from the usual personnel file.

506.03 FORMS

- Reasonable Accommodation Request Form
- ADA Request for Reasonable Accommodation
- Reasonable Accommodation Interactive Process

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507.00 BREASTFEEDING IN THE WORKPLACE

507.01 POLICY/PURPOSE

The Town supports breastfeeding mothers by providing reasonable accommodations for those who wish to express breast milk during the workday.

507.02 REASONABLE ACCOMMODATIONS

- A. **Break Time.** The Town provides a reasonable amount of break time for exempt and non-exempt employees to express milk for her nursing child as frequently as needed by the nursing mother. The frequency of breaks needed to express milk as well as the duration of each break will likely vary. Breaks of more than 15 minutes in length will be unpaid for non-exempt employees, and non-exempt employees must indicate this break period on their time records. Where non-exempt employees are already compensated for breaks, and use that break time to express milk, the employee(s) must be compensated in the same way that other employees are compensated for break time. Additionally, should an employee perform any work while expressing breast milk, the work time must be compensated.
- B. **Break Location.** The Town will provide a private place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, with a locked door, where employees can express breast milk. The location provided must be functional as a space for expressing milk. This space will also provide access to running water for hand washing and cleaning equipment. If the space is not dedicated to nursing mothers' use, it must be available when needed. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view and free from any intrusion from coworkers and the public and has a locked door.
- C. **Storage of Breast Milk.** Any breast milk stored in the Town's break room refrigerator must be labeled with the name of the employee and the date. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, or disposal.

507.03 DISCRIMINATION AND RETALIATION PROHIBITED

The Town will not suspend or terminate the employment of, or otherwise discriminate against or harass an employee because the employee asserted her rights under this Policy. Discrimination and harassment are strictly prohibited.

601.00 DISCIPLINE

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601.01 POLICY/PURPOSE

When an employee's conduct results in deficiencies in job performance, violations of law, Town regulations, or policies and procedures, it is the policy of the Town to take appropriate action to improve and/or correct the conduct or performance or, if necessary, remove the employee from the Town workforce through application of the standardized disciplinary actions and procedures specified in this Policy. The Town's **Discipline Policy in no way limits or alters the at-will relationship between the Town and its employees.**

601.02 GENERAL PROVISIONS

- A. Disciplinary action will be consistent with the nature of the deficiency or infraction involved and with other relevant factors. In reaching a decision as to what disciplinary action will be taken, the immediate Supervisor should consider such factors as the type and severity of the employee's conduct or performance related issues and the results, the employee's work record, the employee's prior disciplinary record, and any mitigating or aggravating circumstances, which may be relevant to the situation. Before taking any disciplinary action, the immediate Supervisor must consult with Human Resources.
- B. All disciplinary action(s) must be documented in writing. Except where specifically provided in this Policy, records of all disciplinary actions will be maintained in the Human Resources Department.
- C. While it is expected that disciplinary actions be exercised progressively so that lesser actions are used for minor deficiencies or infractions and more severe disciplinary action is taken for serious violations or for repeated deficiencies or infractions, the nature of the deficiency or violation in any particular situation may require that a more severe disciplinary action be taken. In that circumstance, it may be appropriate for the employee's Supervisor to take disciplinary action that the employee's Supervisor determines appropriate given the magnitude of the violation without first complying with progressive disciplinary actions for the violation. Consistent with the progressive discipline process, records of finalized disciplinary actions are not permitted to be purged or destroyed, so that a full record of an employee's disciplinary history is maintained.
- D. Violation of company policies, procedures, or performance related issues may warrant disciplinary action. Forms of discipline that the Town may elect to use include Coaching, Documented Verbal Warnings, Written Warnings, Final Warnings, Administrative Leave, Suspensions, Demotions, and Termination. The Town may, at its sole and absolute discretion, deviate from any order of progressive disciplinary actions and utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including termination.

601.03 DISCIPLINE PROCESS

- A. **Discipline.** Discipline is initiated when an employee receives notice(s) as described in Section 601.00.

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1. **Consultation with Human Resources.** The immediate Supervisor and/or Department Head must consult with Human Resources prior to issuing any disciplinary actions, including: Coachings, Documented Verbal Warnings, Written Warnings, Final Written Warnings, Administrative Leave, Suspensions, Demotions, and Terminations of Employment.

601.04 DISCIPLINARY ACTIONS

- A. The options for disciplinary action are listed in the chart provided as Appendix A to this policy. It includes the documents, retention requirements, the response, and any appeal process for each level of discipline.
- B. The progressive discipline procedures outlined in this Policy are intended to be general guidelines that allow management to address performance, conduct and other employment-related issues in a consistent manner. The progressive discipline process may be preempted at any time depending on the particular disciplinary situation. The severity of disciplinary action taken in a given situation will be determined based upon consultation with Human Resources and will include a review of the facts and all applicable information. However, despite the existence of the progressive discipline process, employment remains at-will and employees may be terminated at any time, with or without cause.

The steps in the progressive discipline policy are set forth below. However, some situations may require a different sequence than set forth below.

1. **Coaching.** Coaching is an informal discussion between an immediate Supervisor and employee about the need to improve performance, conduct, or other employment-related issues. This discussion allows the immediate Supervisor an opportunity to offer solutions and options to help the employee meet the expectations and/or resolve a problem or performance issue. The immediate Supervisor documents the discussion on the Employee Coaching Form. The employee may make comments regarding the Coaching on the form and shall sign the document indicating that it was received and read. If the employee refuses to sign the form, the immediate Supervisor will note on the form that the employee refused to sign. The employee will be provided with a copy of the document whether or not the employee has signed.
The original Employee Coaching Form will be retained in the employee's department file.
This action is not appealable.
2. **Documented Verbal Warning.** A Documented Verbal Warning is an oral instruction from the immediate Supervisor to the employee about the need to improve performance, conduct, policy violation, or other employment-related issues. Before placing an employee on a Documented Verbal Warning, the immediate Supervisor must consult with Human Resources. Even though the instruction is oral, this level of discipline must still be documented on a Disciplinary Counseling Form. The employee may make comments regarding the Documented Verbal Warning on the form and

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shall sign the document indicating that it was received and read. If the employee refuses to sign the form, the immediate Supervisor will note on the form that the employee refused to sign. The employee will be provided with a copy of the document whether or not the employee has signed. The original disciplinary form will be retained in the employee's file in the Human Resources Department.

This action is not appealable.

3. **Written Warning.** If no or insufficient improvement is shown following the Documented Verbal Warning, or if the conduct in question warrants stronger action, a Written Warning will be issued. Before placing an employee on a Written Warning, the immediate Supervisor must consult with Human Resources. The Written Warning should summarize the events leading up to the Written Warning and will advise the employee of the corrective action that must be taken within a specific time frame. It shall also state whether further actions will be taken for failure to take corrective action. The employee may make comments regarding the Written Warning on the form and shall sign the document indicating that it was received and read. If the employee refuses to sign the form, the immediate Supervisor will note on the form that the employee refused to sign. The employee will be provided with a copy of the document whether or not the employee has signed. The original disciplinary form will be retained in the employee's file in Human Resources.

This action is not appealable.

4. **Final Written Warning.** If the immediate Supervisor determines after a review of the previous action(s) that the level of improvement by the employee is unsatisfactory, the employee will receive a Final Written Warning. Before placing an employee on Final Written Warning, the immediate Supervisor must consult with Human Resources. The employee may make comments regarding the Final Written Warning on the form and shall sign the document indicating that it was received and read. If the employee refuses to sign the form, the immediate Supervisor will note on the form that the employee refused to sign. The employee will be provided with a copy of the document whether or not the employee has signed. The original disciplinary form will be retained in the employee's personnel file in Human Resources. Failure to demonstrate improvement may result in further disciplinary action, up to and including termination of employment.

This action is not appealable.

Multiple instances of any type of disciplinary action may result in termination of employment. The instances need not be related to the same issue.

5. **Administrative Leave.** When conduct is of a serious nature or when circumstances indicate that allowing the employee to continue to work would adversely affect the workplace the employee may be placed on administrative leave during the investigation process. If the Administrative Leave is unpaid, the employee may not use any sick, vacation, personal leave or comp time hours during the leave.

If the Administrative Leave is unpaid, this action is not appealable.

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Administrative Leave may be paid or unpaid as determined by the nature of the event and at the discretion of the Department Head or Town Manager.

6. **Suspension.** If Written or Final warnings fail to improve the employee's performance or conduct, or if the employee engages in misconduct that is so severe that it warrants a stronger action, the immediate Supervisor may decide to place the employee on unpaid Suspension. Before placing an employee on suspension, the immediate Supervisor must consult with Human Resources. When an employee is placed on Suspension they may not use any sick, vacation, personal leave or comp time hours during the suspension period. The employee may make comments regarding the Suspension on the form and shall sign the document indicating that it was received and read. If the employee refuses to sign the form, the immediate Supervisor will note on the form that the employee refused to sign. The employee will be provided with a copy of the Final Written Warning form whether or not the employee signed. The original disciplinary form will be retained in the employee's file in Human Resources. This action is appealable.

Failure to demonstrate sufficient improvement may result in further disciplinary action, up to and including termination of employment. Multiple instances of any type of disciplinary action may result in termination of employment. The instances need not be related to the same issue.

An exempt employee may only be suspended without pay for one or more days only in full-day increments. Before suspending an exempt employee, the immediate Supervisor must consult with Human Resources.

7. **Demotion.** An immediate Supervisor may demote an employee for disregarding or violating a Policy, or for repeated refusal or inability to improve performance. Demotions may be either permanent or for a predetermined specific period of time and may be used in conjunction with other disciplinary action. Disciplinary demotions will be accompanied by a reduction in salary in accordance with Town Human Resources Policies and Procedures. Employees shall be given written notice of the reason(s) for, and duration of, the demotion, if applicable; and in the case of a temporary demotion, the action requires that the employee be reinstated to his/her former position after the stated demotion period. Before demoting an employee, the immediate Supervisor must consult with Human Resources. The employee may make comments regarding the demotion on the form and shall sign the document indicating that it was received and read. If the employee refuses to sign the form, the immediate Supervisor will note on the form that the employee refused to sign. The original disciplinary form will be retained in the employee's personnel file in Human Resources. This action is appealable.

Failure to demonstrate sufficient improvement may result in further disciplinary action, up to and including termination of employment.

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Multiple instances of any type of disciplinary action may result in termination of employment. The instances need not be related to the same issue.

8. **Termination of Employment.** Before any employee is involuntarily terminated from employment, Human Resources must be consulted. The employee will be given written notice of the reason(s) for termination of employment on the Disciplinary Counseling Form. The written notice shall state the reason(s) for the termination of employment in sufficient detail to enable the employee to respond; however, it is not required that the Disciplinary Counseling Form specify every reason or occurrence that resulted in termination. The disciplinary notice will include the statement that the employee has a right to appeal this action by submitting a response in writing to Human Resources within five (5) calendar days of the termination.

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601.05 APPEAL PROCESS

1. Any employee who is terminated, demoted or suspended without pay shall have a right to appeal the decision to the Town Manager. The right to appeal must be exercised within five (5) business days of the date of the decision, by filing a completed Appeal Form with the Human Resources Department and a copy to the Town Manager for a hearing.
2. In the event an appeal is requested the Town Manager shall hear the appeal within ten, (10) business days following the receipt of the appeal. In the event the Town Manager is not on duty prior to the expiration of the ten-day period, then the Town Manager will issue a decision within five (5) business days following the return to duty.
 - a. The appeal must be based solely upon the disciplinary action in question. The employee may make a statement and submit to questions from the immediate Supervisor if the employee desires. No other witness testimony or outside representation is allowed during this meeting, unless otherwise required by law.
3. Upon conclusion of the appeal hearing, the Town Manager shall have five (5) business days to make a determination. After reviewing evidence presented, the Town Manager may sustain, reverse, modify or amend the action taken as he/she determines is just and equitable under all the facts and circumstances of the case. The decision of the Town Manager is final and non-appealable.
4. If any employee fails to appeal an action within the time limits specified in this chapter or in accordance with the guidelines and procedure promulgated by the Human Resources Department or fails to appear at any hearing, the disciplinary action shall be final and non-appealable.

APPENDIX A

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Step	Required Forms	Retention Location	Response	Appeal
Coaching	Coaching Form	Department File	Two (2) calendar days to immediate Supervisor	None
Document Verbal Warning	1. Disciplinary Counseling Form 2. Disciplinary Response Form	HR File	Two (2) calendar days to respond to immediate Supervisor	None
Written Warning	1. Disciplinary Counseling Form 2. Disciplinary Response Form	HR File	Two (2) calendar days to respond to immediate Supervisor	None
Final Warning	1. Disciplinary Counseling Form 2. Disciplinary Response Form	HR File	Two (2) calendar days to respond to immediate Supervisor	None
Administrative Leave (Unpaid)	1. Disciplinary Counseling Form 2. Disciplinary Response Form	HR File	None	None
Suspension	1. Disciplinary Counseling Form 2. Disciplinary Response Form 3. Disciplinary Appeal Form – 1st Level 4. Disciplinary Appeal Form – 2nd Level	HR File	Five (5) calendar days to respond to immediate Supervisor	1. Department Head 2. Town Manager or designee
Demotion	1. Disciplinary Counseling Form 2. Disciplinary Response Form 3. Disciplinary Appeal Form – 1st Level 4. Disciplinary Appeal Form – 2nd Level	HR File	Five (5) calendar days to respond to immediate Supervisor	1. Department Head 2. Town Manager or designee
Termination	1. Disciplinary Counseling Form 2. Disciplinary Appeal Form – 1st Level 3. Disciplinary Appeal Form – 2nd Level	HR File	None	1. Department Head 2. Town Manager or designee

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602.00 EMPLOYEE COMPLAINTS

602.01 POLICY/PURPOSE

All employees are encouraged to bring any complaints about work-related situations to the attention of management. Employees shall seek to first informally discuss any issues with their immediate Supervisor or other members of the department's management. In a continuing effort to maximize harmonious relations with employees, management should always treat each employee with respect and as an individual, encouraging continuous open communication between all levels of employees. It is the objective of the Town to ensure that all formal complaints (reporting of misconduct of an employee, such as harassment or disagreement over an ordinance, resolution, policy, rule or regulation or an allegation that the Town has violated, misinterpreted, or inequitably applied an existing law, ordinance, resolution, policy, rule or regulation, as it applies to the conditions of employment, not to include questioning the substance of policy) against employees are investigated to maintain the integrity and positive work environment and perception of the Town. This procedure does not apply to the investigation of criminal acts.

602.02 VERBAL COMPLAINTS

Citizens or employees of the Town are permitted to make verbal complaints concerning the conduct of employees of the Town; however, disciplinary action may or may not result against the employee, based on facts and information presented concerning the alleged conduct based solely upon the verbal complaint. Nothing in this procedure is construed to prohibit further investigation of the complaint and a Supervisor or Department Head in charge of such employee shall not be precluded from obtaining a written complaint on his own initiative.

602.03 GENERAL PROVISIONS

- A. **Scope.** The Complaint Policy procedure provides an avenue for any employee to obtain management review, through the employee's department, of any work-related issue that adversely impacts the employee and for which there is no other means of response, review, appeal, or resolution as provided in this Manual.
- B. **Unlawful Discrimination Complaint.** Any employee who feels that he or she has been unlawfully discriminated against in matters relating to working conditions or other conditions of employment, solely because of the employee's race, color, religion, national origin, age (40 or older), veteran status, disability, citizen status, sexual orientation or preference, and genetic information shall have the right to file a complaint directly with Human Resources, as set out under the Town's Discrimination and Harassment Procedure (205.00).
- C. **Time Limits.** Prompt resolution of complaints is desired. Time limits specified may be extended or shortened by written agreement of the parties. Human Resources may extend the time limits if the parties cannot agree, but cannot shorten time limits.

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1. A complaint not brought forward by the employee within the time limits prescribed at each step will not be considered timely and will be void.
 2. A complaint shall be responded to within the time limits prescribed by the appropriate immediate Supervisory authority level. Failure to timely respond to a complaint does not void the complaint, nor does it uphold the complaint or provide the grounds for another complaint to be filed.
- D. **Statement of Complaint.** At each step of the process, the written complaint must contain:
1. A detailed statement of the complaint and the facts upon which it is based;
 2. Description of the specific wrongful act and harm done to the aggrieved employee; and
 3. Statement of the remedy or adjustment sought.
- E. **Sequential Steps.** When the response to any step of the complaint procedure is not acceptable to the employee, the next sequential step must be followed within the time limits specified.
- F. **Human Resources Assistance.** At any step of the complaint procedure the immediate Supervisor/Department Head who is to respond to the complaint may seek assistance from Human Resources or designee in resolving the complaint.

602.04 COMPLAINT PROCEDURES

- A. **Step One/Immediate Supervisor.** The employee should first seek to resolve the issue informally. All complaints shall be initially presented orally to the employee's immediate Supervisor. Race, color, religion, national origin, age (40 or older), veteran status, disability, citizen status, sexual orientation or preference, and genetic information are to be taken directly to Human Resources. In this first step, the complaint shall be thoroughly discussed by the parties in order that every effort can be made to resolve the matter to the mutual satisfaction of employee and immediate Supervisor. If the issue is not resolved, the employee may file a Step One Complaint Form with Human Resources and the employee's immediate Supervisor. The Step One Complaint Form must be filed within five (5) calendar days of the incident or when the employee became knowledgeable of the incident. The immediate Supervisor will attempt to resolve the matter and will submit a written response to the employee within ten (10) calendar days after receipt of the Step One Complaint Form.
- B. **Step Two/Department Head Review.** If the immediate Supervisor is unable to resolve the matter or the employee does not find the immediate Supervisor's response acceptable, the employee may file a Step Two Complaint with the Department Head and Human Resources. The Step Two Complaint must be filed within five (5) calendar days of receipt of the immediate Supervisor's written response to the Step One Complaint. The Department Head or designee will meet with the employee and render a written decision to the employee within ten (10) calendar days after the meeting. A copy of the decision

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shall be given to Human Resources. If the Department Head is the employee's immediate Supervisor, the employee must, within the time limits specified for presentation to the Department Head, present the Step Two Complaint Form to the Department Head's immediate Supervisor, who will act as specified in this Section in lieu of the Department Head.

C. Step Three/Town Manager Review

1. If the Department Head or designee is unable to resolve the complaint or the Step Two response is unacceptable, the employee may seek further review by filing a Step Three Complaint Form with the Town Manager and Human Resources, within five (5) calendar days of receipt of the Step Two decision.
2. Within an appropriate period of time and without undue delay, the Town Manager, or designee will either uphold the decision of Step Two, or uphold the complaint and grant the employee the remedy sought, or render any other decision consistent with good management principles, practices, and policies. The decision of the Town Manager or designee is final in response to a Complaint or a committee recommendation and is not subject to appeal.

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701.00 SAFETY AND ACCIDENT REPORTING

701.01 POLICY/PURPOSE

The Town is committed to providing a safe workplace. Employees are expected to take an active role in promoting workplace safety by reporting unsafe working situations and by noting where fire extinguishers, first-aid kits, and emergency exits are located. Additionally, employees are required to report accidents in order to help management identify and correct the underlying causes of accidents, and thereby prevent similar accidents. Accident reporting is also required so that any injuries sustained in the course and scope of employment are reported to the Town's Worker's Compensation Administrator.

701.02 GENERAL PROVISIONS

- A. Employees are responsible for exercising care and good judgment in preventing accidents and for observing safety rules when performing job duties. Employees are required to:
 - 1. Report all accidents to their immediate Supervisor and seek first aid for all injuries, however minor they may be, so that a First Report of Injury may be completed. Supervisors will contact Human Resources to file a report of injury;
 - 2. Report any unsafe work conditions, equipment, or practices to their immediate Supervisor as soon as possible;
 - 3. Attend scheduled safety meetings and activities; and
 - 4. Contact their immediate Supervisor on a regular basis, as specified by department regulations and Workers' Compensation Policy, when work-related injuries result in lost time, for the purpose of keeping the immediate Supervisor informed of the employee's medical condition and expected return-to-work status.
- B. Employees shall promptly report the need for repairs of any Town-owned or leased property issued to, used by, or possessed by employees to their immediate Supervisor and to the Town department officially charged with maintenance of such property.

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- C. Employees shall not alter, repair, or in any way change, add to, or remove any parts or accessories of any Town-owned or leased property without the written permission of the Department Head and the Town department officially charged with maintenance of the property (such as Information Technology for computers, Fleet for vehicles). This includes buildings, office equipment, machines, clothing, tools, and other equipment.
- D. Employees who operate vehicles or equipment in the course and scope of employment with the Town will be instructed, where applicable, in the use of that equipment.
- E. Safety Committee. The Safety Committee will meet quarterly to discuss safety issues and ways to improve safety.

701.03 DEPARTMENT PROVISIONS

- A. Each Department Head shall have the responsibility to develop and implement appropriate safety programs in his/her department.
- B. It is the responsibility of employees to identify and familiarize themselves with the safety programs of their department and working area.

701.04 PERSONAL PROTECTIVE EQUIPMENT

- A. The Town will provide, as determined by management, items of personal protection, including clothing, as specified in this Chapter.
- B. Immediate Supervisors will direct the use of personal protective items when warranted. Employees will comply with such direction. Examples are as follows:
 - 1. Hard hats will be provided and must be used by all employees working in areas where the danger for head injuries exists.
 - 2. Hearing protection devices will be provided and must be worn by all employees working in areas where the danger of noise exposure exceeds accepted safe limits.
 - 3. Eye and face protection equipment will be provided and must be used by all employees where the potential for eye or face injury from physical, chemical, or radiation agents exists.
 - 4. Respiratory protective devices will be provided and must be used by all employees when working in atmospheres where any possible threat to life and health, or where there is any threat of exposure to contaminants, which are likely to have adverse and/or delayed effects on the health of the employee.
 - 5. Protective footwear must be used by all employees when working in areas where equipment operation, or the movement of heavy materials, or construction situations could cause injury to the feet.

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6. Protective gloves must be worn by all employees when work-site operations could cause injury to the hands.
7. Outer garments marked with or made from reflective or high-visibility material will be provided and must be worn by all employees when exposed to vehicular traffic in alleyways, roads, streets, highways, or when working within 15 feet of a street or roadway.
8. OSHA approved fall-arrest equipment will be provided and must be used by all employees when working in an overhead position that may require use of both hands and/or when working over four feet (4') above the surface.
9. Life jackets or buoyant work vests will be provided and must be used by all employees when working over or near water where the danger of drowning exists.
10. Confined-space work rules will be followed for all work in confined spaces.
<https://www.osha.gov/confinedspaces/>
11. Hats will be provided to Parks Department Staff and will be part of the uniform and must be worn during working hours.

701.05 OPERATION OF VEHICLES

- A. Vehicle Operator Qualifications. In order to operate any Town motor vehicle, or any other motor vehicle in the course of Town business, an employee must:
 1. Have a valid Texas operator's license for the class of vehicle to be driven;
 2. Have a record of no more than three (3) moving violations and/or accidents within a 24-month period;
 3. Have no record of D.W.I. (Driving While Intoxicated) or D.U.I.D. (Driving Under the Influence Drugs) convictions in the preceding 24-month period;
 4. Be at least 18 years old; and
 5. Be otherwise qualified under federal and state regulations to drive the vehicle in question.
- B. Driving records of employees who operate Town motor vehicles will be examined on an annual basis by the department in which they work.
- C. Employees who operate Town motor vehicles in the course and scope of their employment or any other motor vehicle in the course of Town business must notify their immediate Supervisor:
 1. When their driver's license becomes invalid or suspended for any reason, such employees will immediately be prohibited from operating vehicles for Town business.

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2. Immediately during regular working hours (or by the next working day if after hours) when any ticket or citation for any violation of state law or a local ordinance relating to motor vehicle traffic operation other than parking violations is received. This notice must be in writing and include:

- a. Driver's full name and license number;
- b. Date of the incident;
- c. Nature of the violation;
- d. Whether or not the violation was committed in a commercial vehicle, or a vehicle used for Town business, and
- e. Location of the offense.

D. An employee shall operate any vehicle used for Town business in a careful and prudent manner and shall obey the laws, policies, regulations, and procedures of the state, Town, and any political subdivision pertaining to such operation.

E. Duty Restrictions/Possible Dismissal. A physical, mental, or driving skill impairment that affects an employee's ability to safely operate a motor vehicle, or the failure to comply with the driver qualifications specified in this Section, precludes that employee from operating any Town owned or leased vehicle or privately-owned vehicle for Town business. If vehicle operation is an essential job function of the position, the employee will be immediately relieved of duty and, if the vehicle operation impairment is due to suspected physical or mental impairment, the employee will be subject to a health and fitness evaluation as specified in Section 201.00 Standards of Conduct Policy, to determine whether any reasonable accommodation will allow the employee to safely operate a motor vehicle.

F. Passenger Restraint Systems. As required by law, passenger restraint systems must be worn by the driver and passengers when a vehicle is in operation. The driver is responsible for ensuring compliance by all occupants. If the restraint system is inoperable, the vehicle cannot be used until it is repaired.

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701.06 ACCIDENT INVOLVEMENT

Employees will notify 911 for all fleet accidents and request a [Crash Report](#) be filled out. If an accident [Texas now uses the term: CRASH] occurs involving a motor vehicle owned/leased by the Town of Trophy Club, whether on-duty or off-duty, the employee shall contact the appropriate law enforcement agency for that particular jurisdiction and inform the responding officer that "This is a fleet vehicle owned by the Town of Trophy Club and Policy requires that the crash be reported and investigated". The involved employee should obtain the agency case number for the investigation so that the Town may get a copy of the report when ready. Failure to report accident may result in disciplinary action, up to and including termination.

When damage occurs to Town Equipment, the employee shall fill out an [Equipment Damage Report](#) and submit it to their immediate Supervisor immediately or within one calendar day of event. Failure to report any equipment damage may result in disciplinary action, up to and including termination.

- A. All accidents involving injury to any person, Town-owned or leased vehicles or equipment, personal vehicles, or equipment used for Town business, and/or property damage must be reported to the immediate Supervisor by the employee(s) involved (or witnesses, if the employee is unable to report) as soon as possible, but no later than 24 hours after the accident. The immediate Supervisor must report these accidents to the appropriate Department Head and Human Resources.
- B. Employee Responsibilities. Unless transported from the scene for medical treatment, an employee involved in a work-related accident is required to report and will:
 - 1. Render aid to other parties if possible and necessary;
 - 2. Report the accident and any injuries immediately to the local law enforcement agency;
 - 3. Immediately notify the immediate Supervisor, who will in turn notify the appropriate Department Head and Human Resources and, where necessary, the Town Attorney's Office;
 - 4. Record the name, address, and phone number of any witnesses;
 - 5. Record the make, model, and license number of any other involved vehicle involved and obtain the names, addresses, and telephone numbers of the driver and occupants of the other vehicle(s), if any;
 - 6. Be courteous, without making or signing any statement for anyone other than the police officer responding to the scene, or the Town Attorney's Office representative;
 - 7. Remain at the accident scene until excused by the immediate Supervisor or the local law enforcement personnel;

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8. If requested, provide a statement to Human Resources and the Town Attorney's Office; and
9. If involved in a work-related motor vehicle accident, an employee shall not discuss or reveal information or provide statements/information to non-Town personnel.

C. Administrative Accident Investigation

1. The appropriate Department Head, or other designated Town employee(s), will conduct an administrative investigation into the circumstances of the accident and prepare a written report that includes a statement of the facts and analysis as to cause. The report will also include recommendations of any corrective action that should be taken to prevent recurrence of such an accident. If the administrative investigation is conducted by anyone other than Human Resources, a copy of the report will be sent to Human Resources.
2. Where necessary, Human Resources will coordinate any claims/litigation defense with the Town Attorney's Office.

D. Any employee who is involved in an accident under this Section will be required to undergo examinations and/or tests as specified in Section 201.00 Standards of Conduct Policy, Section 206.00 Drug and Alcohol in the Workplace, and/or Section 703.00 Workers' Compensation Policies of this Manual.

701.07 SAFETY INSPECTIONS AND ANALYSIS

A. Human Resources will:

1. Conduct periodic review of onsite safety inspections and report any unsafe conditions to management;
2. Provide hazard and accident analysis; and
3. Prepare and keep adequate records of all accidents and develop programs to assist in eliminating accidents.

B. Immediate Supervisors will conduct regular safety inspections to ensure safe working and work site conditions.

701.08 FIREARMS AND WEAPONS IN THE WORKPLACE

- A. Unless specifically authorized by the Town Manager or his/her designee, no employee, other than a licensed peace officer for the Town, shall carry or possess a firearm, ammunition or other prohibited weapons in the workplace or on the premises of the workplace, except as specifically authorized by this Section.
- B. An employee of the Town who holds a license to carry a handgun under applicable law, and who otherwise lawfully possesses a firearm, or who lawfully possesses ammunition,

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may transport or store the firearm or ammunition that the employee is authorized by law to possess in a locked, privately owned motor vehicle in a parking lot, parking garage, or other parking area the Town provides for employees.

- C. Section B does not apply to a vehicle owned or leased by the Town and used by an employee in the course and scope of employment, unless the employee is required to transport or store a firearm in the official discharge of the employee's duties.

701.09 FORMS AND LINKS

- <https://www.osha.gov/confinedspaces/>
- [Crash Report](#)
- [Equipment Damage Report](#)

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702.00 EMERGENCY MANAGEMENT

702.01 POLICY/PURPOSE

Emergency Management is the process of coordinating available resources to combat emergencies effectively, thereby saving lives, avoiding injury, and minimizing economic loss.

702.02 GENERAL PROVISIONS

A. Department of Emergency Management Annex Distribution Confidentiality Agreement and Non-Disclosure Policy

1. Non-Personnel

2 Personnel

- a. The Emergency Preparedness Plan for the Trophy Club Entities ("Plan") is confidential and shall not be released except as specifically provided herein. A person who receives a request for all or a portion of the information contained in the Plan shall submit that request to the Town Secretary, or her designee, for processing through the open records request process. No person shall allow access to or provide a copy of all or any portion of the Plan to any person except as specifically authorized by the Texas Public Information Act or other applicable law. Release of any or all of the information contained in the Plan without permission of the Town will result in criminal charges being filed against any individual who releases the information. Additionally, a person in possession of the Plan shall take such actions as appropriate to secure the Plan and the information contained therein from access by unauthorized persons. The following is an excerpt from the Texas Criminal Statutes that outlines the charges and the penalty for improper release of the information.

Texas Penal Code 39.06: Misuse of Official Information (Selected Sections)

A public servant commits an offense if with intent to obtain a benefit or with intent to harm or defraud another, he discloses or uses information for a nongovernmental purpose that he has access to by means of his office or employment; and

(2) has not been made public.

(e) . . . an offense under this section is a felony of the third degree.

- B. In addition to the criminal penalties provided by the Texas Penal Code, release of information outside of the open records process or failure to properly secure the Plan is grounds for employee discipline, up to and including termination. Disclosure of the

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information contained herein in violation of the foregoing policy will also subject an employee to both criminal and civil liability.

702.03 Infectious Disease/Pandemic Response Policy

The Town of Trophy Club is dedicated to operate effectively and ensure that all essential services are continuously provided while ensuring employee safety within the workplace.

In the event of a declared WARNING for infectious disease spread by Town Manager, Denton or Tarrant County Health Departments, or the State of Texas, staff should follow the recommendations for self-protection distributed by the Centers on Disease Control (CDC and the County Health Departments). The following are minimum recommendations only and are not intended to replace CDC safety recommendations.

A. Definitions:

- Pandemic – novel virus or disease that emerges for which there is little or no immunity in the human population causing an outbreak occurring over a wide geographic area and affecting an exceptionally high percentage of the population regionally, nationally and/or worldwide.
- Social Distancing - actions taken to limit person-to-person contact during a pandemic.
- Telecommuting – a mutually agreed upon arrangement between the employee and their manager, and approved through a Director or the Assistant Town Manager, in which an employee is approved to perform work duties from an alternative work site for a specified period of time.

B. Employee Responsibilities:

- Avoid close contact with people who are sick
- Avoid touching your eyes, nose and mouth
- Stay home if you are sick
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe
- Wash hands often throughout the day, especially before and after you go to the bathroom, before you eat and before you touch your face.
- When washing your hands do so for 20 seconds with soap and water or an alcohol based hand sanitizer with at least 60% alcohol
- Employees and volunteers should self-quarantine if you have traveled to a CDC prohibited location or if you have had contact with someone who has traveled to a CDC prohibited location.
- If you have a fever AND a cough or shortness of breath, see a medical professional
 - If you are tested or quarantined contact your supervisor or Human Resources immediately

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- Contact your supervisor or Human Resources if you or someone in your house is under quarantine ASAP (your identity and health information will be protected but others will be notified that a possible exposure has occurred at work)
- If contact with a positive case or person under investigation it is recommended that you follow CDC guidelines and complete the risk-assessment @ <https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html>

C. Organizational Response:

Each department director should continue to maintain proper staffing levels and in priority order to maintain essential functions in either your position or in other functions as assigned during the pandemic. Staffing modifications should be coordinated through the Office of Emergency Management and the Town Manager's Office as necessary as circumstances change through the course of any pandemic.

- To ensure continuity of operations, departments should plan for alternatives and options due to employee absenteeism and possible delivery disruption of products and services by outside vendors.
- If the pandemic outbreak is widespread regionally or nationally, outside governmental organization assistance may be compromised or limited.
- Employee absenteeism may spike due to employee and/or family member illness, and/or school, daycare and/or eldercare closings.
- Directors/Managers will determine any specialized Personal Protective Equipment (PPE) needed to maintain emergency operations.
- Town staff and/or resources may be required to provide services not currently performed as deemed necessary
- Salary and wages for employees that are out of work due to illness or self-quarantine because of the pandemic will be addressed on a case-by-case basis by the Town Manager's office. Telecommuting if feasible will be encouraged to help maintain workflow during the pandemic.
- Town employees are covered by the Families First Coronavirus Response Act and eligible for Emergency Paid Sick Leave and Emergency Family Medical Leave as provided by the Act.

D. General:

- Ensure that elected officials, volunteers and staff are communicated to providing clear, consistent, and coordinated information on procedures that impact the organization.
- Ensure that sick employees work/stay home and are sent home if they come to work sick or become sick while at work
- Ensure that your sick leave policies are flexible and consistent with public health guidance and that employees are aware of these policies.

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- Do not require a healthcare provider's note for employees who are sick with acute respiratory illness to validate their illness or to return to work, as healthcare provider offices and medical facilities may be extremely busy and not able to provide such documentation in a timely way.
- HR will maintain flexible policies that permit employees to stay home to care for a sick family member as more employees may need to stay at home to care for sick children or other sick family members than is usual.
- Ensure that cleaning company is routinely cleaning all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs. Use the cleaning agents that are usually used in these areas and follow the directions on the label.
- Retain a vendor for deep cleaning of the facility and air handling systems
- Identify essential personnel and tasking to keep organization operational
- Technology: ensure that minimal tasking can be completed from home if necessary (lap tops for all essential personnel)
- Limiting Travel: all nonessential business travel should be avoided until further notice. Employees that are scheduled for "essential travel" should consult with their Director and Town Management on the appropriateness and timing of the trip.
- Telecommuting: Telework request will be handled on a case-by-case basis and approved by the department Director, Assistant Town Manager or the Town Manager.
 - Employees approved to work from home shall track their time accordingly through ESS.

If a staff member has been placed under quarantine or tested positive to COVID-19 or other communicable disease it is the responsibility of the employee to contact their supervisor immediately.

E. Employee quarantine or Positive Test to COVID-19 or other highly communicable disease:

- Contact Town Manager or Assistant Town Manager immediately for possible closing or limited opening of Town Hall
- HR and Marketing/Communications send message to all personnel delaying Town Hall opening until need for deep cleaning is addressed
- HR will assist in the completion of the CDC recommended Risk Assessment, <https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html>, and notify other employees that they could have been exposed while adhering to HIPAA guidelines
- Facilities order a "Deep Cleaning" including the disinfectant of all surfaces in the building
- Facilities order a "Deep Cleaning" of the HVAC system and have all air filters changed
- Deep clean all Town owned vehicle interiors with anti-microbial
- Consider a limited opening of Town Hall for essential personnel/activities or full opening
- Consider enacting social distancing guidelines

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- Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.
- If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
- Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
- Do not congregate in break rooms, pantries, copier rooms or other areas where people socialize.
- Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants).
- Encourage members and others to request information and orders via phone and e-mail in order to minimize person-to-person contact. Have the orders, materials and information ready for fast pick-up or delivery.

Police and Fire Departments will follow their respective standard operating procedures for response to infectious disease outbreaks.

~~702.04 /702.05 Emergency Paid Sick Leave Policy~~

~~Purpose:~~

~~To comply with the Families First Coronavirus Response Act and to assist Trophy Club employees affected by the COVID-19 outbreak with job-protected leave and emergency paid sick leave. This policy will be in effect from April 1, 2020, until December 31, 2020. The existing FMLA leave policy will continue and applies to all other reasons for FMLA leave outside of this policy and may be amended due to further federal guidance.~~

~~702.04—Expanded FMLA Leave~~

~~(“EFMLA”)~~

~~Employee Eligibility~~

~~Employees that are not emergency responders and have been employed with the Town of Trophy Club for at least 30 days.~~

~~Reason for Leave~~

~~Eligible employees who are unable to work (or telework) due to a need to care for their child when the school or place of care has been closed, or the regular childcare provider is unavailable due to a public health emergency with respect to COVID-19.~~

~~Leave will not be granted to care for a child if another suitable individual (e.g. co-parent, co-guardian, or typical child care provider) is available to care for the child.~~

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A. Definitions:

- ~~“Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (in the place of a parent), who is~~
 - ~~under 18 years of age; or~~
 - ~~18 years of age or older and incapable of self-care because of a mental or physical disability.~~
- ~~“Childcare provider” means a provider who receives compensation for providing childcare services on a regular basis, including:~~
 - ~~a center-based childcare provider~~
 - ~~a group home childcare provider~~
 - ~~A Family Childcare Provider (one individual who provides childcare services for fewer than 24 hours per day, as the sole caregiver, and in a private residence)~~
 - ~~Other licensed provider of childcare services for compensation~~
 - ~~A Childcare Provider that is 18 years of age or older who provides childcare services to children who are either the grandchild, great grandchild, sibling~~
~~(if such provider lives in a separate residence), niece, or nephew of such provider, at the direction of the parent.~~
- ~~“School” means an elementary, intermediate, middle, junior high or high school grades K-12.~~

B. Duration of Leave

~~Employees will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020, for the purposes stated above. This time is included and not in addition to the total FMLA leave entitlement of 12 weeks in a 12-month period, as otherwise defined in the Town’s FMLA policy.~~

~~For example, if an employee has already taken 6 weeks of FMLA leave under the Town’s FMLA policy, that employee would be eligible for another 6 weeks of EFMLA leave under this policy (or under the Town’s FMLA policy).~~

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~~C. Intermittent Leave~~

~~Leave under the EFMLA may be taken on an intermittent basis with prior approval from the Town. During intermittent leave, employees (including exempt employees) will only be paid at their regular rate for hours worked (or teleworked) for the Town, with all leave being paid as provided below.~~

~~D. Pay During Leave~~

~~Leave will be unpaid for the first 10 days of leave; however, employees may use any accrued paid vacation, sick or personal leave during this time. The employee may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, as further explained below.~~

~~After the first 10 days, leave will be paid at two-thirds of an employee's regular rate of pay for the number of hours the employee would otherwise be scheduled to work. Pay will not exceed \$200 per day, and \$10,000 in total. Any unused portion of this pay or paid leave will not carry over to the next calendar year.~~

~~For employees with varying hours, one of two methods for computing the number of hours paid will be used:~~

- ~~• The average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type. Or,~~
- ~~• If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.~~

~~To the extent the employee has accrued sick and/or vacation leave, the employee will be permitted to take such leave concurrently with any EFMLA leave taken under this Administrative Directive to supplement the pay described in this section.~~

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E. Employee Status and Benefits During Leave

While an employee is on leave, the Town will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. While on paid leave, the Town will continue to make payroll deductions to collect the employee's share of the premium. During any unpaid portions of leave, the employee must continue to make this payment per instructions from the Finance Department.

If the employee contributes to a life insurance or disability plan, the Town will continue making payroll deductions while the employee is on paid leave. During any portion of unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the Town may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the Town may discontinue coverage during the leave. If the Town maintains coverage during this period, the Town may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

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~~F. Procedure for Requesting EFMLA Leave~~

~~All employees requesting EFMLA leave must provide written notice of the bona fide need for leave to the Town's Human Resources Department as soon as practicable. Verbal notice will otherwise be accepted until written notice can be provided. Within five business days after the employee has provided this notice, the Human Resources Department will complete and provide the employee with any Department of Labor (DOL) required notices.~~

~~Employees shall be required to submit the EFMLA Request Form, indicating the dates for which leave is requested, the reason for leave, and a brief statement as to the bona fide need for EFMLA leave. The employee should also provide supporting documentation that no other suitable person will be able to care for the Child during the period of EFMLA leave.~~

~~On a basis that does not discriminate against employees on FMLA or EFMLA leave, the Town may require an employee on EFMLA leave to report periodically to his or her supervisor or the Human Resources Department on the employee's status and intent to return to work.~~

~~G. Employee Status After Leave~~

~~An employee who takes EFMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The Town may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time EFMLA leave is requested of his or her status as a key employee.~~

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702.05 Emergency Paid Sick Leave (“EPSL”)

Eligibility

~~All full and part-time employees, unable to work (or telework) due to one of the following reasons for leave:~~

- ~~1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.~~
- ~~2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.~~
- ~~3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.~~
- ~~4. The employee is caring for an individual who is subject to either number 1 or 2 above.~~
- ~~5. The employee is caring for his or her child if the school or place of care of the child has been closed, or the childcare provider of such child is unavailable, due to COVID-19 precautions.~~
- ~~6. The employee is experiencing any other substantially similar condition specified by the secretary of health and human services in consultation with the secretary of the treasury and the secretary of labor.~~

A. Definition:

- ~~• “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:
 - ~~○ under 18 years of age; or~~
 - ~~○ 18 years of age or older and incapable of self-care because of a mental or physical disability.~~~~
- ~~• “Individual” means your immediate family members; a person who regularly resides in your home; or a similar person with whom you have a relationship that creates an expectation you would care for the person if they were quarantined. Leave will not be granted under reason (4) to care for someone with whom you have no personal relationship.~~

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~~Leave under reason (1) will not be granted to emergency responders~~

~~Leave will only be granted under Reason No. 2 above if the advice of the health care provider to self-quarantine is based on a belief that (A) you have COVID-19; (B) you may have COVID-19; or (C) you are particularly vulnerable to COVID-19.~~

~~Leave under reason (3) will not be granted for any time outside of time taken to obtain a medical diagnosis, such as time taken to make, wait for, or attend an appointment with a medical provider to test for COVID-19. During time waiting for a test or waiting for the results of a test, if you are able to telework, you will not be paid leave time while teleworking.~~

~~Leave will not be granted under reason (5) to care for a child if another suitable individual (e.g. co-parent, co-guardian, or typical child care provider) is available to care for the child.~~

~~B. Amount of Paid Sick Leave~~

~~All eligible full-time employees will have up to 80 hours of paid sick leave available to use for the qualifying reasons above. Eligible part-time employees are entitled to the number of hours worked, on average, over a two-week period.~~

~~For employees with varying hours, one of two methods for computing the number of hours paid will be used:~~

- ~~• The average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type. Or,~~
- ~~• If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.~~

~~Employees will only be allowed 80 total hours (or two weeks) of Paid Sick Leave, regardless of the reason for the leave.~~

~~C. Intermittent Leave~~

~~Leave under the EPSL for reason (5) may be taken on an intermittent basis with prior approval from the Town. During intermittent leave, employees (including exempt employees) will be paid at their regular rate for hours worked (or teleworked) for the Town and hours taken as leave will be paid as provided below.~~

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~~D. Rate of Pay~~

~~Paid emergency sick leave will be paid at the employee's regular rate of pay, or minimum wage, whichever is greater, for leave taken for reasons 1-3 above.~~

~~Employees taking leave for reasons 4-6 will be compensated at two-thirds their regular rate of pay, or minimum wage, whichever is greater.~~

~~Pay will not exceed:~~

- ~~• \$511 per day and \$5,110 in total for leave taken for reasons 1-3 above;~~
- ~~• \$200 per day and \$2,000 in total for leave taken for reasons 4-6 above.~~

~~E. Interaction with Other Paid Leave~~

~~The employee may use emergency paid sick leave under this policy before using any other accrued paid time off for the qualifying reasons stated above.~~

~~Employees on EFMLA leave under this policy may use emergency paid sick leave during the first~~

~~10 days of normally unpaid leave. EPSL and EFMLA will run concurrently if an employee is utilizing both forms of leave for reason number 5 and the employee qualifies for both forms of leave.~~

~~F. Procedure for Requesting Emergency Paid Sick Leave~~

~~Employees must notify their Director and the Human Resources Department of the need and specific reason for leave under this policy. A form will be provided to all employees by the Town's Human Resources Department and posted on the Town's Intranet website. Verbal notification will be accepted until practicable to provide written notice.~~

~~Given the emergency nature of the leave, supporting documentation may not be required prior to allowing the employee to take EPSL. As soon as practicable, but no later than upon return from EPSL, employees may be required to provide supporting documentation for emergency paid sick leave.~~

~~To the extent the employee is unable, or unwilling, to provide this documentation following taking EPSL, the leave may be deemed to not be in accordance with the Emergency Paid Sick Leave Act, or this policy, requiring the employee to utilize other leave or otherwise address the payment of leave under this policy.~~

~~G. Continuing Reports~~

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~~Once emergency paid sick leave has begun, the employee and his or her Director must determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time.~~

~~**H. Carryover**~~

~~Paid emergency sick leave under this policy will not be provided beyond December 31, 2020. Any unused paid sick leave will not carry over to the next calendar year or be paid out to employees.~~

~~**I. Job Protections**~~

~~No employee who appropriately utilizes emergency paid sick leave under this policy will be discharged, disciplined or discriminated against for work time missed due to this leave or for requesting this leave.~~

~~***Please contact the Human Resources Department with any questions.***~~

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~~703.00 WORKERS' COMPENSATION~~

Section 703 Workers' Compensation replaced with TM – 507 Leave Administration

~~POLICY/PURPOSE~~

~~All employees in the Town, full-time, part-time and temporary are covered by Workers' Compensation. If an employee is injured on the job, he/she may be eligible for benefits under Workers' Compensation. Workers' Compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring on the job. It is not designed to cover "ordinary diseases of life."~~

~~A. Reporting Injuries or Illnesses~~

~~Employees must report in writing by use of the First Report of Injury/Illness any on-the-job injury/illness, however minor, to the department director by the next business day or the employee's next assigned shift. For employees that are incapacitated and unable to complete the report, the employee's supervisor is responsible for completing and sending the report to the Human Resources Department.~~

~~Upon receipt of a report of injury, supervisory personnel must report a subordinate's injury/illness, however minor, to the Human Resources Department by the next business day or by the supervisor's next assigned shift, whichever is sooner.~~

~~B. Medical Examinations~~

~~Employees sustaining an on-the-job injury requiring medical treatment other than first aid should be initially seen by the Town's occupational illness/injury preferred medical provider. However, his/her own physician can also treat the employee assuming the physician accepts workers compensation insurance.~~

~~C. Wage Continuation~~

~~Wage continuation benefits may continue for the period of the job-related disability or 90 days, whichever is less. The Town Manager may extend wage continuation benefits for an additional 30 days up to a maximum of 90 days depending on the severity and cause of an injury. No wage continuation benefits shall be extended beyond a maximum combined total of 180 days.~~

~~The total amount paid to an employee (which includes any combination of Workers' Compensation, disability income payments, wage continuation payments or any other income paid by the Town) while absent from work due to a job-related injury or illness shall not be greater than an employee's regular gross salary with the Town. If the Town has paid the employee's wages under wage continuation, and Workers' Compensation reimbursed the wages for the same pay period, the employee will be expected to reimburse the Town for the amount paid by Workers' Compensation to prevent overpayment of wages.~~

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~~If an employee is not granted wage continuation, or the injury lasts longer than 90 days and the employee is no longer eligible for wage continuation, the employee will be allowed to use comp time, sick leave, and/or vacation leave to supplement the remainder of the employee's income, after taxes, that Workers' Compensation does not pay to the maximum of the employee's regular gross salary. If an employee runs out of sick leave or vacation before being released by the attending physician to return to work, the employee may be granted a leave of absence without pay for the remainder of the 180 days. After 180 days, an employee shall be terminated when Maximum Medical Improvement is reached and the employee is unable to perform their job duties, the employee's sick leave balance is zero, or another 180 days have passed (total of one year) where employee is unable to return full-time to their regular position; whichever comes first.~~

~~Salary Continuation Forfeiture. An employee forfeits eligibility for participation in the Salary Continuation Program if the employee:~~

- ~~1. Fails to report the on-the-job injury as specified in the Town's policies and receive medical treatment as necessary.~~
- ~~2. Repeatedly fails to keep medical appointments.~~
- ~~3. Is found to be working another job.~~
- ~~4. Retires, resigns, terminated or dies.~~
- ~~5. Refuses to submit to examinations or diagnostic tests or procedures recommended as medically or psychologically necessary.~~
- ~~6. Fails to follow, refuses to comply with, disregards, or violates the treating physician's instructions regarding treatment for the on-the-job injury.~~
- ~~7. Refuses to perform light duty work when such light duty work has been authorized by the treating physician and offered by the Department Director or the Human Resources Manager.~~
- ~~8. Falsifies or misrepresents physical condition or capacity.~~
- ~~9. Refuses to return to regular duty once released by the treating physician.~~
- ~~10. Fails to contact the immediate supervisor on a weekly basis to discuss condition and expected return to work date.~~
- ~~11. Has been injured as a result of employee's own willful misconduct, horseplay, gross negligence or is in violation of safety procedures/rules as determined by the Human Resources Manager and Department Director.~~
- ~~12. Fails to reimburse the Town the full amount of the weekly Workers' Compensation temporary income benefits each pay period.~~

~~D. Light-Duty Assignments~~

~~An employee that is released to return to work with restrictions by the treating physician may be required to work a light duty assignment as assigned by the department director or Human Resources. Light duty work is defined as a temporary job assignment provided to an employee who, due to an illness or injury, is temporarily unable to perform one or more of the essential requirements of their job. For each incident, light-duty assignment(s) may not exceed a total of six months (180 calendar days). An employee's absence from regular work hours, (hours based upon a 40-hour workweek during the period of light duty),~~

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~~will be charged against their approved leave time. A light duty assignment may be terminated at the discretion of the employee's department director. A light-duty assignment will be approved only when the following conditions and responsibilities are met:~~

~~Conditions for Approving Light-Duty~~

- ~~a. The injury is judged by the employee's treating physician to be of a temporary nature.~~
- ~~b. The department decides that there is an availability of work, and there is an ability to accommodate the light-duty assignment.~~
- ~~c. Light-duty releases received from the employee's physician, outlining limitations for lifting, walking, stooping, bending, carrying, driving, and/or other specific limitations of the injured/ill employee.~~

~~Employee Responsibilities~~

- ~~a. Obtain a medical release from his/her treating physician. A medical release must contain a prognosis and an estimated date for the employee's complete recuperation and return to regular duty. The medical examination for an off-the-job injury or illness will be at the employee's expense.~~
- ~~b. Upon release to full duty with no restrictions, report to the assigned supervisor with the treating physician's statement showing that the employee has been released.~~

~~Supervisor Responsibilities~~

- ~~a. Assigns work hours and maintains time reports.~~
- ~~b. At the inception of the light-duty assignment and prior to return to full duty, notify the Human Resources Department.~~

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703.03 FORMS

- [ESS website](#)
- [Drug and/or Alcohol Test Authorization Form](#)
- [Post-Accident and Reasonable Suspicion Drug/Alcohol Testing Consent Form](#)
- [Report of Reasonable Suspicion](#)
- [Work Related Post Accident & Illness Reporting & Testing Protocol](#)

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800.00 TIME REPORTING

801.00 POLICY / PURPOSE

The Time Reporting Policy is established to ensure accurate and consistent recording of hours worked and leave taken for all employees. This policy aims to maintain transparency, uphold compliance with labor laws, and facilitate an effective and accurate payroll process.

802.00 TIME REPORTING / APPROVAL

A.F. Employees are responsible for submitting their timesheets through the Town's time keeping system accurately and promptly according to the designated payroll schedule. Employees must record their work hours accurately, including regular hours, overtime, and leave, in addition Employees are required to use all appropriate time reporting codes and special project codes accordingly.

B.G. Supervisors are responsible for reviewing their employee timesheets, ensuring accuracy, and addressing all discrepancies prior to approval and submitting to payroll for processing.

803.00 GRANT TIME KEEPING

- A. Employees assigned to grant funded projects shall use the assigned project code for the corresponding grant in which work was performed.
- B. Exempt Employees are required to record their grant time worked through the Town's time keeping system by coding the assigned Activity and Project code associated to the grant.
- C. Employees, if required by the Grant, will maintain a Grant Activity Sheet outlining all time worked on the grant project. The employee will submit the Grant Activity Sheet to their supervisor at the end of each pay period for approval and to maintain for grant reporting requirements.
- D. Supervisors are responsible to review the Grant Activity Sheet and reconcile against the submitted time sheet to ensure the information is accurate and address all discrepancies prior to approval. The Supervisor shall sign the Grant Activity Sheet and submit to the Grant Manager.
- E. The Grant Manager shall maintain the Grant Activity Sheets in the Grant file in accordance with the Grant requirements.

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804.00 TIME REPORTING RECORD KEEPING

All Time reporting records will be maintained by the Department of Finance in accordance with the applicable Records Retention Policy.

805.00 TIME KEEPING SYSTEM

The Town utilizes a closed electronic Time Keeping System. The Department of Human Resources shall set up, assign, and maintain individual accounts for all employees with a unique user id and password. Employees are required to safeguard their user id and password.

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GLOSSARY OF TERMS

Assault: To attack someone verbally or physically, causing bodily or emotional injury, pain, and/or distress. This might involve the use of a weapon, and includes actions such as hitting, punching, pushing, poking, or kicking.

At-Will Employees: Those employees defined as introductory, full-time, part-time, seasonal, temporary, council appointees, Town Manager, Department Heads, Town Attorney, the heads of organizational units, and persons in other specific positions in this Manual, those others designated at the time of hiring/promotion by the Town Manager as "at-will" and/or all other employees not serving the Town pursuant to a written employment agreement have no property interest in the positions they hold and therefore may be dismissed, transferred, or demoted at will, with or without cause, and with or without notice, at any time.

Author: An authorized Town of Trophy Club official that creates and is responsible for posted articles and information on social media sites.

Call-Back: An unscheduled or emergency return to work outside of officially scheduled work hours at the request of an immediate Supervisor.

Clear and Imminent Risk to the Employee or to the Community: Includes, but is not limited to, an individual who is actively suicidal, an individual who is likely to physically harm another person, and/or an individual whose ability to function on the job is so substantially impaired that the individual presents a serious risk to the community;

Coaching: An informal discussion between an immediate Supervisor and employee about the need to improve performance, conduct, or other employment-related issues. This discussion allows the immediate Supervisor an opportunity to offer solutions and options to help the employee meet the expectations and/or resolve a problem or performance issue.

Compressed Work Week: A schedule that permits an employee to work the equivalent of a full week in fewer than five (5) days and will be at the discretion of the Town Manager. The 24-on/48-off schedule for Firefighters is not considered a compressed workweek.

Covered Servicemember: A current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, therapy or is in outpatient status or on the temporary disability list for a serious injury or illness.

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Covered Veteran: A veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness is a covered veteran if he or she was a member of the Armed Forces (including a member of the National Guard or Reserves); was discharged or released under conditions other than dishonorable; and was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for him or her.

Days: When not specified as working days or calendar days, days are calendar days. If a deadline falls within a weekend or a holiday(s), the response is due by the end of the next business day.

Department: A major segment of the Town organization headed by a person who reports directly to the Town Manager or his/her designee pursuant to the Home Rule Charter and policies of the Town.

Department Head: The Chief Executive Officer of a department, whether identified as Director, Chief, or any other job title.

Direct Threat of Violence: A specific and significant risk of violence coupled with a high probability of substantial harm, determined on a case-by-case basis.

Documented Verbal Warning: An oral instruction from the immediate Supervisor to the employee about the need to improve performance, conduct, or other employment-related issues.

Election: Includes primary, special, and general elections.

Emergency Management: The process of coordinating available resources to combat emergencies effectively, thereby saving lives, avoiding injury, and minimizing economic loss.

Employee: Shall include introductory period, regular full-time, regular part-time, seasonal, temporary, and reserve.

Exempt Employee: An employee who performs executive, administrative, professional, or certain computer functions and is paid on a salary basis regardless of the number of hours worked in a pay period.

Firefighters: Those employees designated as fire protection personnel as defined in [Texas Government Code Sec. 419.021](#).

Flex-Time: Allows the employee to work outside the normal work hours of 8:00 a.m. to 5:00 p.m. but requires eight hours of work per day Monday through Friday. Flex-time schedules must include an unpaid daily meal break of at least 30 minutes.

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Health Fitness Impairment: A temporary or permanent mental or physical impairment including, but not limited to injury (on or off the job), pregnancy, illness, or other job-restricting impairment, which diminishes or precludes one's capacity for, or renders one unfit for performance of the essential job functions of the position.

Injury in the Course and Scope of Employment: As defined in [Texas Labor Code Sec. 401.11](#).

Intimidating or Harassing Behavior: Threats or other conduct which in any way create a hostile environment, impair Town operations; or frighten, alarm, or inhibit others. Psychological intimidation or harassment includes making statements which are false, malicious, disparaging, derogatory, rude, disrespectful, abusive, obnoxious, insubordinate, or which have the intent to hurt others' reputations. Physical intimidation or harassment may include holding, impeding or blocking movement, following, stalking, touching, or any other inappropriate physical contact or advances.

Introductory Period: The six-month period to review performance and conduct following a promotion, transfer, reclassification, demotion, or new hire.

Introductory Period Employee: An employee in the performance probation period of initial employment or re-hire as specified in the Hiring and Selection Policy.

Medical Information: Any information, data, or documentation relating to an employee's mental or physical condition. The term includes, but is not limited to, oral, written, or digital information concerning an employee's mental or physical condition; medical records; dental records; disability records; workers' compensation records; medical leave records; genetic information; health insurance information; and/or information concerning visits or payments to any health care professional, hospital, emergency room, or other type of short or long-term health care facility.

Negligence: For the purposes of this manual, negligence is the failure to exercise the degree of care that an employee with ordinary prudence would exercise under the same or similar circumstances.

Nepotism: The hiring of family or close relatives. In Texas, anti-nepotism laws prohibit a governmental entity from hiring certain close relatives of a public official. The Texas nepotism laws also prohibit a public official from appointing, confirming the appointment of, or voting on the appointment of a close relative to a paid public position.

Non-Exempt Employee: An employee who is not classified as exempt and is paid on an hourly basis for the number of hours worked.

On-Call Pay: Compensation to an employee who maintains his/her availability during off-duty hours to return back to work to perform emergency or needed procedures.

On-the-Job Injury: See "Injury in the course and scope of employment."

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Organizational Unit: Administrative designation of department segment created for business or operational purposes.

Paid Status: Any period of active employment in which employee is working regular hours, not to include any Leaves of Absence.

Police Officers: Those employees certified as Peace Officers by the Texas Commission on Law Enforcement Officer Standards and Education and commissioned as Police Officers by the Town of Trophy Club, regardless of their rank, classification, or job title.

Political Purposes or Activities: Conduct in the furtherance of nonpartisan or partisan elections and/or of legislative actions by a governmental body.

Public Official: Any Town official who is the final hiring authority, or is a member of the governing body that has final hiring authority. For the purposes of this Policy, a “Public Official” or “Town Official” means the Town Manager of the Town of Trophy Club, and the members of the Town Council.

Reasonable Accommodation: Any change in the workplace or the way things are customarily done that provides an equal employment opportunity to an individual with a disability. While there are some things that are not considered reasonable accommodations (e.g., removal of an essential job function or personal use items such as a hearing aid that is needed on and off the job), reasonable accommodations can cover most things that enable an individual to apply for a job, perform a job, or have equal access to the workplace and employee benefits such as kitchens, parking lots, and office events.

Reasonable Suspicion: A decision made based on specific facts and reasonable inferences drawn from an employee’s actions and appearance that cause a supervisor or other member of management to have an individualized suspicion that the employee is under the influence of drugs or alcohol.

Regular Full-Time Employee: Any employee with a regularly scheduled workweek of 30 hours in one position (or working an approved alternative schedule that is considered equivalent to 30 hours per week) who has completed his or her introductory period.

Regular Part-Time Employee: Any non-exempt employee in a position with a regularly scheduled workweek of 20 hours or less.

Relative: A person who is related to an employee, the Town Manager, or Town Council Member within a prohibited degree of relationship, including certain relationships by blood (consanguinity) or certain relationships by marriage (affinity).

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Reserve Police Officer: A person certified as a reserve peace officer by the Texas Commission on Law Enforcement Officer Standards and Education and commissioned as a reserve police officer by the Town of Trophy Club, who performs duties as assigned by the Police Department in a volunteer status.

Sabotage: An act to destroy, damage, incapacitate, or contaminate property, equipment, supplies, or data (e.g., hard copy files and records, computerized information, etc.); to cause injury, illness, or death to humans; or to interfere with, disrupt, cripple, disable, or hinder the normal operations or missions of the Town.

Safety Impact Positions: Those positions involving job duties which if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, co-workers, and/or the public. Any employee who operates a Town-owned or leased vehicle or motor driven or heavy equipment as part of their primary duties is in a safety impact position. Employees who drive on Town business are in safety impact positions if they drive as a regular, primary, or substantial part of their duties on behalf of the Town.

Seasonal Employee: An employee in a position for a specified length of time to perform work assignments of a recurring nature.

Sexual Harassment: A form of sex discrimination that violates [Title VII of the Civil Rights Act of 1964](#) that includes 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 as a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; 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.

Shift Personnel: Patrol and Fire Services personnel assigned to an eight (8)-hour shift in the Police Department or assigned to a 24-hour shift in the Fire Department unless otherwise mentioned.

Single 12-Month Period: The single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other FMLA reasons.

Social Media Manager: An authorized Town of Trophy Club official, who reviews, authorizes and allows content submitted by Town of Trophy Club authors and public commentators to be posted to a Town of Trophy Club social media sites.

Social Media Sites and Social Networking: Terms used to refer to social Internet sites or websites wherein information is created, exchanged, or provided by/to third parties and

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individuals. Examples of social media include Facebook, blogs, MySpace, RSS, YouTube, Second Life, Twitter, LinkedIn, Delicious, Flickr, etc.

Solicitation: Any act or attempt to advertise, market, or sell any product or service or to seek employee membership in any organization, or to obtain a donation/contribution.

Stalking: A pattern of conduct that includes approaching or pursuing another person with an intent to place that person in reasonable fear of serious bodily injury or death to him/herself or to a third party, such as repeatedly showing up at a person's house after being told to stay away, as opposed to a one-time event. Stalking can also be characterized by less direct actions, such as repeatedly contacting someone through the mail, phone, or internet, or leaving unwanted gifts or messages. In Texas, stalking is treated as a 3rd degree felony, which means that it is often punishable with a prison sentence. If convicted of another charge of stalking, it is considered to be a 2nd degree felony.

Temporary Employee: An employee in a position for a specified length of time to perform work assignments of a limited duration. Such employees have definite starting and ending dates of employment. Length of employment rather than number of hours worked is a distinguishing feature of such positions. Temporary employees may be either full-time or part-time. Temporary assignments cannot extend beyond 12 months except with the approval of Human Resources.

The Town: Refers to the Town of Trophy Club, Texas, acting in its capacity of Employer.

Threat: Any oral or written expression or gesture that could be interpreted by a reasonable person as conveying an intent to cause physical harm to persons or property. Statements such as, "I'll get him" or "She won't get away with this" could be examples of threatening expressions depending on the facts and circumstances involved.

USDOT Safety-Sensitive Positions: Those positions identified by the United States Department of Transportation as safety-sensitive and subject to USDOT rules relating to drug and /or alcohol testing. Those covered include Town employees who are Commercial Driver's License (CDL) holders who operate a Commercial Motor Vehicle.

Workplace Violence: An action, including verbal, written, or physical aggression, which is intended to control or cause, or is capable of causing, death, or serious bodily injury to oneself or others, or damage to property. Workplace violence includes, but is not limited to abusive or aggressive behavior toward others, including assault, intimidating or harassing behavior, and threats.

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Leave Administration Policy

Town Manager Policy	
Policy Number	TM - 507
Implementation Date:	DRAFT 10/14/2024
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2024 - XX
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE:

The Town of Trophy Club offers eligible employees a comprehensive array of paid leave benefits, leave of absence, and workers' compensation, adhering to state and federal laws as outlined in this policy.

2. PAID LEAVE

A. General Provisions of Paid Leave

- (1) Usage of Paid Leave is subject to approval of the employee's Supervisor or Department Director and subject to departmental operational requirements.
- (2) Requests for Paid Leave must be submitted within the designated time frame outlined in this policy via Employee Self Service (ESS) and/or the defined department process.
- (3) Paid Leave is only applicable during regularly scheduled work hours.
- (4) Paid Leave cannot be advanced.
- (5) Unauthorized absence on the day before or after approved Paid Leave may result in forfeiture of pay for the approved day off, at the discretion of the Supervisor or Department Director.
- (6) Paid Leave designations cannot be changed retroactively, except as authorized in this Policy, by the Director of Human Resources.

B. Holidays

(1) Eligibility

- (2)** All full-time employees in a paid status are granted Holiday pay for 13 Town recognized Holidays as listed below. All non-full-time employees are extended the Holiday; however, it is taken without pay. Employees required to work on a Town recognized Holiday will be paid their applicable hourly rate of pay.

(3) Holidays

Veteran's Day	New Year's Day
Day Before Thanksgiving ½ Day	Martin Luther King Jr Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Day Before Christmas Eve ½ Day	Independence Day
Christmas Eve	Labor Day
Christmas	

(4) Amount

For payroll administration purposes, a Holiday is the equivalent of eight (8) work hours (12 hours for Fire Suppression).

(5) Holiday During Leave

An official Holiday occurring while on Paid Leave will be reflected as a Holiday on the employee's timesheet.

(6) Unpaid Status

An employee in an Unpaid Leave status the working day before and/or after the Holiday is not eligible to receive Holiday pay.

(7) Monday through Friday Operations Scheduling

In departments that are operational on Monday through Friday only, single day Holidays that fall on Saturday will be observed on the preceding Friday, and those that fall on Sunday will be observed on the following Monday. If Christmas Eve falls on a Friday, the Christmas Holiday will be observed on the following Monday. If Christmas Eve falls on Sunday, it will be observed on the following Monday, and the Christmas Holiday will be observed on Tuesday.

(8) Weekend Operations Scheduling

Employees on shift schedules or 24/7 operations will observe the Holidays on the actual Holiday.

(9) Non-Town Holidays

An immediate Supervisor and/or Department Director may grant the use of available Vacation or Personal Time Off to an employee who wishes to observe a national or religious Holiday not officially observed by the Town. If no accrued leave is available, an employee may be granted authorized Leave Without Pay. Such leave must be requested at least two weeks before the requested Holiday.

C. Vacation

(1) Accrual

- a. All Regular Full-time and Regular Part-time employees (working at least 20 hours per week) are eligible to accrue Vacation as outlined below.
- b. Regular Part-time employees will receive accruals on a pro-rata basis at one-half the Full-time rate.
- c. Vacation will begin accruing upon the date of hire and be allotted after each completed pay period.
- d. Employees may accrue up to two times their annual accrual rate. Vacation balances exceeding the Maximum Accrual Rate as outlined below on October 1 of each year shall be reduced to not exceed the Maximum Accrual Rate.
- e. Vacation shall not accrue during a leave of absence without pay. An employee returning to work from unpaid leave status will resume Vacation accrual.
- f. Retirement, resignation, or dismissal constitutes a break in continuous active service for Vacation accrual purposes. An employee who is re-hired within 90 days after retirement, resignation, or dismissal will begin accruing Vacation at the accrual rate that was in place when they left. An employee who is re-hired more than 90 days after retirement, resignation or dismissal will accrue at the same rate as a new hire.

Regular Full-time Non-Exempt Employees

Months of Service	Days Accrued Per Year	Hours Accrued Per Year	Hours Accrued Per pay period*	Maximum Accrual
1 – 60	10	80	3.34	160
61 – 120	15	120	5	240
121+	20	160	6.67	320

Regular Full-time Exempt Employees

Months of Service	Days Accrued Per Year	Hours Accrued Per Year	Hours Accrued Per pay period*	Maximum Accrual

1 – 60	15	120	5	240
61 – 120	20	160	6.67	320
121+	25	200	8.34	400

Fire Suppression Full-time Employees

Months of Service	Shifts Accrued Per Year	Hours Accrued Per Year	Hours Accrued Per pay period*	Maximum Accrual
1 – 60	5	120	5	240
61 – 120	7.5	180	7.5	360
121+	10	240	10	480

*All accruals are spread out over 24 pay periods per year and will not accrue on the third paycheck of the month.

(2) Use

- a. Vacation may be taken after an employee successfully completes their first six months of employment with their Supervisor or Department Director approval. In an emergency or under special circumstances, the Town Manager, or their designee may allow the employee to use accrued Vacation during the first six months of employment.
- b. Vacation may be used for attending to personal business, for extension of another paid leave, for leave under the Family and Medical Leave Act, or for inability to report to work because of bad weather when the Town is not officially closed. Accrued Vacation leave may also be used for other purposes at the discretion of the employee and with the approval of the immediate Supervisor or Department Director.
- c. Once a resignation or retirement notice is given by the employee, accrued Vacation can be taken during the notice period to the end of employment upon the approval of the Town Manager or designee.

An employee on a disciplinary unpaid suspension may not use Vacation Leave for the duration of the disciplinary action.

(3) Requests To Use

- a. Employees may request the use of any available Vacation that has been accrued at the time of request.

- b. Employees will submit a time-off request in the Town's Employee Self Service (ESS) or as determined by the Department or Division policy or directive.
- c. Time off requests may be granted at the discretion of the immediate Supervisor based on operational needs.

(4) Unused Accrued Leave

Employees with at least six months of service shall be paid for any unused accrued Vacation up to the maximum accrual when they leave employment with the Town.

D. Personal Time Off

- (1)** All full-time employees are granted 8 hours (12 hours for Fire Suppression) of Personal Time Off (PTO) on the first pay period of each Fiscal year.
- (2)** Personal Time Off (PTO) does not rollover from year to year. The only exception is in the case of new hires where they do not have a minimum of six months from the hire date to use the initial day before the end of the current fiscal year. These employees will be allowed to carry over the initial day and both days must be used before the end of the next fiscal year or forfeit the day(s).
- (3)** Personal Time Off (PTO) is not paid out upon termination of employment.

E. Executive Leave

- (1)** Department Director's shall be credited with 40 hours of Executive Leave on the first pay period of each fiscal year.
- (2)** Department Director's appointed after the beginning of the fiscal year shall be entitled to a pro rata share based on the number of full months remaining in the fiscal year.
- (3)** Executive Leave does not rollover year to year. All unused leave at the end of each fiscal year will be forfeited.
- (4)** Executive leave is not paid out upon termination of employment.

F. Sick Leave

(1) Accrual

- a. All Regular full-time employees are eligible to accrue 96 hours of Sick Leave per year (144 hours for Fire Suppression), dispersed over 24 pay periods.
- b. Sick Leave will begin accruing upon the date of hire and be allotted after each completed pay period.
- c. Employees may accrue up to 1,040 hours (1,460 for Fire Suppression) of Sick Leave. Sick Leave accrual shall cease when an employee's accrued Sick leave balance reaches the maximum accrual.
- d. Sick Leave will not be advanced.
- e. Sick Leave shall not accrue during a leave of absence without pay. An employee returning to work from unpaid leave status will resume accruing Sick Leave.

(2) Use

- a. All full-time employees may be granted use of Sick Leave according to the following:
 - i. Sick Leave may be used for an employee's illness, injury, medical appointments, or to care for the employee's spouse, parent/step-parent/parent in-law, child/stepchild with an illness, injury, or medical appointment. In addition, up to 3 days of Sick Leave may be used after bereavement pay is exhausted to attend to other bereavement activities.
 - ii. Notice of absence due to an illness, injury, or other unexpected reason must be given by the employee to their immediate Supervisor one hour prior to their scheduled start time, unless otherwise required by department policy or procedure. The employee shall report on each subsequent day of absence.
 - iii. Failure to give notice may result in the absence being unapproved, without pay and subject to disciplinary action, up to and including termination.
 - iv. Upon return to work an employee must submit a time off request in Employee Self Service (ESS) for the missed hours.
 - v. If an employee becomes hospitalized, unable to travel, or on any other restrictions by a physician's orders during Vacation leave, the time will be charged to Sick Leave if the employee provides a physician's written statement confirming the medical restriction or hospitalization.

- vi. When Sick Leave has been exhausted, accrued paid Vacation leave may be used in cases of personal illness or physical incapacity with the approval of the immediate Supervisor or Department Director.
 - vii. An employees immediate Supervisor shall be responsible notifying the Department of Human Resources when an employee is absent due to illness for three consecutive workdays.
 - viii. Retirement, resignation, or dismissal constitutes a break in continuous active service for Sick Leave purposes. An employee who is re-hired within 90 days after retirement, resignation, or dismissal will begin accruing Sick Leave at the accrual rate that was in place when they left. An employee who is re-hired more than 90 days after retirement, resignation, or dismissal, will accrue at the same rate as a new hire
 - ix. Unused Sick Leave will not be paid upon separation of employment.
 - x. An employee on a disciplinary unpaid suspension may not use Sick Leave for the duration of the disciplinary action.
- b. Inappropriate Use or Abuse
- i. Inappropriate use, abuse, or patterns may be subject to disciplinary action up to and including termination. Examples include but are not limited to:
 - When an employee uses Sick Leave for unauthorized purposes or misrepresents the actual reason for the absence.
 - When usage of Sick Leave, not protected by law, becomes so frequent that an employee cannot fulfill the essential job functions.
 - When an employees' excessive absenteeism disrupts the department or Town's operations.
 - Patterns in absenteeism, defined as a frequent, predictable, and/or observable action that repeats itself over time, i.e. occurrences of repeatedly taking off around regularly scheduled weekends or Holidays.
 - Repeated absenteeism or tardiness that is unapproved.

G. Bereavement Leave

- (1)** All full-time employees will be allowed up to 24 hours (48 for Fire Suppression) of Bereavement Leave per death, to attend the funeral and/or other bereavement affairs, upon the death of an employee's Spouse, Parent/Step-parent/Parent In-Law, Child/Stepchild, Sibling, or Grandparent.
- (2)** The employee will notify their direct Supervisor and the Department of Human Resources regarding the need for Bereavement Leave and include the hours necessary and the relationship of the family member.
- (3)** The Department of Human Resources will review and approve the request for Bereavement Leave and allot approved hours in the Human Resources Information System.
- (4)** An employee may be required to provide information to document the absence.
- (5)** If additional time off is required, the employee may use any available accrued or earned leave available. If no time is available, the immediate Supervisor or Department Director may approve leave without pay.

H. Jury Duty

- (1)** Jury Duty
 - a. All Regular full-time employees shall be granted jury/court duty pay, when summoned for jury in a city, state, or federal court or when appearing as a witness on behalf of the Town or as a consequence of their official Town duties.
 - b. Employees will notify and provide a copy of their jury notice to their immediate Supervisor and the Department of Human Resources upon receiving a jury/court duty summons.
 - c. The Department of Human Resources will review and approve the request for Jury Duty pay and allot approved hours in the Human Resources Information System.
- (2)** Town Related Hearings/Matters
 - a. All employees shall be paid for required appearances in a Town, state, or federal court, or a legislative or administrative proceeding (including disciplinary hearings) concerning work-related matters, or certain work-related testimony, investigation, and court preparation. The employee must provide documentation of the requirement for attendance and the work-related connection. Acceptable documentation includes a subpoena, letter of request from an attorney of record or prosecuting attorney, request of a hearing officer.

(3) Non-Town Related Hearings/Matters

- a. Employees receiving payment from an outside employer for an appearance(s) covered by this Policy must use available accrued leave or unpaid leave because the appearance is not considered work-related with the Town.
- b. Employees who have initiated legal or administrative proceedings, including disciplinary hearings, against the Town must use available accrued leave or unpaid leave to attend such proceedings; the appearance is not considered work-related with the Town.

- (4)** All fees paid and expenses reimbursed by the court may be retained by the employee, providing that the Town did not furnish travel, meals, lodging or miscellaneous expenses and further, that the employee is not appearing as a witness on behalf of the Town or is appearing as a consequence of their official Town duties.

I. Military Pay

In accordance with Section 437.202, Texas Government Code, any employee (including regular, part-time, and seasonal) engaged in authorized military training or duties will receive full pay and accrue benefits as if the employee were on the job, for up to 15 workdays (three calendar weeks) in any one fiscal year.

J. Parental pay

- (1)** Employees who have worked for the Town in a Regular Full-time position for at least 12 consecutive months may be entitled to parental pay of up to 80 hours (112 for Fire Suppression) for:
- a. The birth of a Child who resides with the employee and for whom the employee has physical and legal custody, or
 - b. The adoption of a Child under the age of four (4) who resides with the employee and for whom the employee has physical and legal custody.
 - c. The employee must initiate use of parental pay within four (4) months of the birth or adoption of the Child.
 - d. Parental pay must be exhausted within one (1) year following the birth or adoption of the Child. All parental pay remaining after one year shall be forfeited.

- e. An eligible employee is entitled to parental pay only once for each birth or adoption regardless of the number of children involved (e.g., twins).
- f. Parental pay must be used continuously. Department Director's may authorize intermittent or reduced schedule use of Parental Pay based on operational needs.
- g. Parental pay may not begin until the date of the birth or adoption of the Child.
- h. Eligible employees must request parental pay at least 30 days prior to the first day their parental pay entitlement is to be utilized. Failure to make the request 30 days in advance may result in a delay or denial of receiving the entitlement.

K. Catastrophic pay

- (1)** Catastrophic pay allows eligible employees to donate vacation leave to eligible employees who are incapacitated and unable to work due to a prolonged non-industrial catastrophic illness or injury to extend Paid Leave.
- (2)** Eligibility for catastrophic pay
 - a. To be eligible to use donations an employee must:
 - i. Be eligible to accrue leave benefits
 - ii. Be incapacitated and unable to work due to a prolonged non-industrial illness or injury which is estimated to last at least 30 calendar days;
 - iii. Have exhausted all available accrued leave balances, including vacation Leave; and
 - iv. Be on an approved Medical leave of absence.
 - b. Applicability
 - i. All Regular Full-time and Part-time employees may donate to or receive from Regular Full-time and Part-time employees.
 - ii. Vacation and Comp Time Off may be donated; pay that is not paid out such as Sick Leave and Personal Time Off may not be donated.
 - iii. All donations shall be made by completing and submitting the Catastrophic Leave Donation Form to the Department of Human Resources.

- iv. Donations must be made in a minimum of 4-hour increments.
- v. Donations shall be on an hour-for-hour basis, regardless of the pay rate of the donor and recipient.
- vi. Hours donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's balance and credited to the recipient's balance. Once credited the donation is irrevocable.
- vii. An employee may not receive donations from a subordinate employee where a direct Supervisor/subordinate relationship exists.
- viii. All donated hours must be used on a continuous basis.
- ix. All donated hours will be paid at the rate of pay and the normal work schedule of the recipient.

3. LEAVE WITHOUT PAY

- A.** With Town Manager approval, unless otherwise required by state or federal law, employees may be granted leave without pay.
- B.** All accrued Vacation, Sick, and Holiday Leave will cease during the unpaid leave that exceeds a full pay period.
- C.** During an unpaid leave status, unless required by state or federal law, employee benefits including but not limited to medical, dental, vision, life, disability will only continue if the employee elects to continue coverage and submits payment to the Town for the Town and Employee portion of the premiums by the 1st of the month benefits are to be received. If an employee receives pay for any portion of the pay period, the Town contributions will continue.
- D.** While on an unpaid leave status, unless required by state or federal law, the employee is not entitled to the Town's benefit contributions.
- E.** While on an unpaid leave status, the Town and employee contributions to Retirement Plans and Deferred Compensation Plans cease.
- F.** In any case of unpaid leave, the employee is responsible for reimbursing the Town for any and all payments for which payroll deductions would otherwise be made.
- G.** During unpaid leave, employees are not entitled to participate in or receive Tuition Reimbursement.

H. Return to Work

- (1)** Upon completion of an approved unpaid leave of absence, an employee will be returned to the same job, if it is available and the employee is able to perform the duties of the position, or if the position is no longer available, will be offered a comparable position, subject to availability, for which the employee meets the qualifications. If the employee is not capable of performing the duties of the same or a comparable job, the employee will be offered the highest-level position for which the employee is qualified and able to perform, if available.
- (2)** At the expiration of an approved unpaid leave, if an employee fails to return to work, refuses an offered position, or fails to request an extension of leave, the employee forfeits employment, by reason of having voluntarily abandoned their employment and has not complied with the notice provisions of Termination of Employment Policy.
- (3)** An employee who is on unpaid leave and notifies the Town that they will not be returning to work is considered to have resigned effective on the notification date. The employee shall contact the Department of Human Resources as soon as possible to arrange for re-payment of any benefit premium amounts owed to the Town.

4. LEAVE OF ABSENCE

A. Leave reasons

- (1)** Town employees may be granted a leave of absence for the following reasons:
 - a. Medical leave may be granted when an employee needs to be absent for the employee's own medical condition.
 - b. Family care leave may be granted when an employee needs to be absent to care for an ill or injured qualified Family Member, qualifying exigencies, or military caregiver leave.
 - c. Parental leave may be granted when an employee needs to be absent for the birth of the employee's Child or the placement of a Child with the employee in conjunction with adoption, or foster care.
 - d. Pregnancy disability leave may be granted when an employee is disabled by pregnancy, childbirth, or related medical conditions.
 - e. Military leave may be granted when an employee is absent due to the employee's own military service in the Armed Forces.

B. Absence from duty, with or without pay, for any of the reasons outlined above is deemed to be a leave of absence and reported to the Department of Human Resources as outlined in the **Leave of Absence Procedure** when:

- (1)** An employee is absent or expected to be absent for three or more consecutive days or absent on a reduced schedule for more than three days due to Medical, Family Care, Pregnancy Disability, or Parental leave reasons.
- (2)** An employee is absent intermittently for Medical, Family Care, Pregnancy Disability, or Parental leave reasons.
- (3)** Anytime an employee is absent due to Military Leave.

C. Leave laws

(1) Family and Medical Leave Act (FMLA)

- a. The federal Family and Medical Leave Act (FMLA) provides eligible employees the right to an unpaid leave of absence. Employees requesting FMLA leave must state the reason for the leave. The Town may designate any qualified leave as FMLA even if the employee does not request it. FMLA leave is permitted for the following qualifying events:
 - i. The birth of the employee's Child or to care for a newborn of the employee;
 - ii. The placement of a Child with the employee in connection with adoption or foster care;
 - iii. To care for a Child, Parent, or Spouse who has a Serious Health Condition, when Medically Necessary;
 - iv. When the employee is unable to perform the functions of their position because of a Serious Health Condition that makes the employee unable to work;
 - v. Qualifying Exigency arising out of the fact that the employee's Family Member who is a member of the Armed Forces is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation as defined by the Department of Labor; or
 - vi. Military Caregiver leave is to care for a Family Member or next of kin who is a current member of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary list, for a serious injury or illness

that was incurred by the service member in the line of duty on active duty.

b. FMLA eligibility requirements

i. Employees are eligible for FMLA leave if the employee:

- has been employed by the Town for at least 12 months; and
- has worked for the Town for at least 1,250 hours during the 12-months immediately preceding the commencement of the leave (includes regular and overtime hours; excludes any absences, paid or unpaid, e.g., Vacation, Sick leave, Holiday, jury duty or other absences); and
- Has a qualifying event

ii. Exception of "Key Employees"

- Key Employee's may be deemed ineligible if denying their leave is necessary to prevent substantial and grievous economic injury to the Town's operations. The employee shall be notified of this intent to deny at the time the Town determines that such injury would occur.
- Any employee classified as a Key Employee whose leave request is denied may appeal, in writing, their Key Employee status to the Town Manager within 14 days of the denial. The Town Manager will review the appeal and make a final decision within 14 days of the appeal notice.

c. FMLA leave entitlement

- i. Eligible employees are entitled to a total of 12 workweeks or 480 hours of leave (672 hours for Fire Suppression) in a 12-month rolling backward period.
- ii. Eligible employees on leave under Military Caregiver leave are entitled to a total of 26 workweeks or 1,040 hours of FMLA leave (1,456 hours for Fire Suppression employees) in a single 12-month period.

d. Minimum Duration of FMLA Leave

i. Placement of Child

- All leave must be completed within one year of the birth or placement of the Child.

- The employee may request an alternate minimum duration of leave, which the Department Director may approve only if it meets the needs of the department.
- ii. Family care or employee's own Serious Health Condition.
- If leave is requested to care for a Family Member or the employee's own Serious Health Condition, there is no minimum amount of leave that must be taken. Leave may be taken on a continuous basis, intermittently, or on a reduced work schedule, as is Medically Necessary. However, the notice and medical certification provisions of this policy shall apply.
- e. Job protection
- i. FMLA provides for reinstatement to the same department and classification if the employee returns to work at the end of the 12-workweek (or shorter) leave.
- ii. The employee has no greater rights to reinstatement, benefits or other conditions of employment than if the employee had been working continuously during the FMLA period.
- f. Benefits protected under FMLA
- i. While on FMLA leave, employees will continue to be covered by the Town's Benefits including but not limited to health, dental, vision, life, and disability insurance to the same extent that coverage is provided while the employee is on the job.
- ii. Employees who normally pay a portion of the benefit will continue to be responsible for those payments during the FMLA leave.
- iii. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- iv. If an employee fails to return to work after their leave entitlement has been exhausted, the Town will have the right to recover the Town's share of benefit premiums for the entire leave period from the employee, unless the employee does not return because of the continuation, recurrence, or onset of a Serious Health Condition of the employee or their Family Member that would entitle the employee to leave, or because of circumstances beyond the employee's control. The Town is authorized to deduct premiums from any amount due to the employee as permissible by law.

- g. The Town requires an employee to exhaust FMLA leave concurrently with other leaves and pay.
 - h. If an employee takes a leave of absence for any reason that is FMLA qualifying, including a serious injury on the job, the Town may designate that leave as FMLA leave.
- (2) Uniformed Services Employment and Reemployment Rights Act (USERRA) and Texas Government Code Covering Military Members**
- a. All employees who perform duties, voluntary or involuntary, in the uniformed services shall have reinstatement rights and shall be granted time off to perform such duties in accordance with USERRA, and the Texas Government Code. Uniformed services shall include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services, Army National Guard and Air National Guard.

D. Reporting requirements

(1) Notice

- a. Although the Town recognizes that emergencies arise that may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave.
- b. The employee shall make a leave request following the **Leave of Absence Procedure**.
- c. If leave is foreseeable, at least 30 days' notice is required.
- d. If the need for leave is for a planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Town.
- e. If an employee knows that they will need leave in the future but does not know the exact date(s) (e.g., for the birth of a Child or to care for a newborn), the employee shall inform their Supervisor as soon as possible that such leave will be needed.
- f. When necessary, notice may be given verbally, if followed promptly by a written request.

- g. If the Town determines that an employee's notice of need for leave is inadequate or the employee knew about the requested leave in advance of the request, the Town may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

(2) Medical certification

- a. Employees who request medical, family care or pregnancy disability leave must provide written certification from the Health Care Provider of the individual requiring care. The certification shall include:
 - i. The date on which the medical condition commenced,
 - ii. The probable duration of the condition and the duration the leave is Medically Necessary,
 - iii. The frequency that the leave is Medically Necessary,
 - iv. If an employee requests leave intermittently (a few days or hours at a time) or a reduced work schedule for medical, family care, or pregnancy disability leave, the employee must provide certification that such leave is Medically Necessary.
 - v. If medical or pregnancy disability leave is requested the certification must include a statement that the employee is unable to work due to a Serious Health Condition.
 - vi. If family care leave is requested the certification shall include a statement of the need for the participation of the employee to provide care, the relationship between the patient and the employee, and must indicate that the family member has a Serious Health Condition.
- b. Employees who request parental leave must provide a copy of the Child's birth certificate, hospital certificate, or adoption or foster care documentation.
- c. Time to provide a certification
 - i. When an employee's leave is foreseeable, at least 30 days advance notice is required, and the employee must provide a medical certificate before the leave begins.
 - ii. When 30 days advance notice is not possible, the employee must provide certification to the Town within 15 calendar days of the Town's request. If the employee does not provide the required documentation within 15 calendar days, the Town will provide a second notice allowing

the employee an additional 15 days to provide the required documentation.

iii. Employees may be required to recertify periodically for their leave, but not more than once every 30 days.

iv. Consequences for failure to provide an adequate or timely certification

- If an employee provides an incomplete certification, the employee will be given a reasonable opportunity to remedy such deficiency. If an employee fails to provide certification within 15 days of the date of the Town request, the Town may delay the taking of leave until the required certification is provided.

d. Verification of employee's own Serious Health Condition

If the Town has evidence to doubt the validity of a certificate for the employee's own medical condition, the Town may require in accordance with all applicable laws, a medical opinion of a second Health Care Provider chosen and paid for by the Town.

If the second opinion is different from the first, the Town may require the opinion of a third provider jointly approved by the Town and the employee but paid for by the Town. The opinion of the third provider will be binding. An employee may obtain a copy of the health care providers' opinions.

e. Military orders

Employees on military leave shall provide as soon as reasonably possible a copy of the military orders covering the leave of absence period.

E. Benefits coverage while on leave

- (1)** An approved leave of absence is a qualifying life event; therefore, employees may enroll or withdraw from benefits coverage within 30 days from the time the leave commences or concludes.
- (2)** While on an FMLA or paid leave, employees will continue to receive the Town benefit contributions to the same extent that coverage is provided while the employee is on the job.
- (3)** Employees who normally pay a portion of the premiums will continue to be responsible for those payments during the accrued leave.
- (4)** Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

- (5) While on an unpaid leave not covered by FMLA the employee is not entitled to the Town's benefit contributions.
- (6) The Town will continue to pay the full insurance premiums on the employee's behalf up to the duration of leave as authorized, unless the employee provides a written request to terminate such benefits to the Department of Human Resources. Upon return from a leave of absence or separation from Town service, the employee is responsible for reimbursing the Town for all applicable employee benefit costs.

F. Pay while on a leave of absence

- (1) The Town requires an Employee to use Paid Leaves while on a leave of absence including FMLA. Employees must exhaust their Paid Leaves with the following exceptions:
 - a. Employees may retain a maximum of 40 hours total accumulation of all types of leave.
 - b. Employees may not use Sick Leave for Military Leave.
 - c. Effective, October 1, 2024, the Town shall automatically supplement disability insurance pay with Paid Leave to provide up to 100% of base wages.
 - i. An employee may elect to stop supplementing disability insurance pay with Paid Leave during the period the employee is receiving disability benefits, by informing the Department of Human Resources. If the employee does not want to supplement disability insurance pay with Paid Leave, the employee will not receive a paycheck from the Town during such time. The employee will be responsible for reimbursing the Town for any applicable benefit costs.
 - ii. An employee who does not file a disability insurance claim shall inform the Department of Human Resources. At such times, the employee will be required to utilize their Paid Leave. If an employee later decides to file a disability claim, they shall inform the Department of Human Resources. At such time, the employee may then choose to supplement their disability insurance pay using paid leaves up to 100% of base wages. The Town retains the sole discretion to allow the employee reimbursement for any overpayment that may have occurred in the delay of filing a claim.
- (2) Paid Leave accruals must be used on a continuous basis for all absences, until available accrued paid leaves are exhausted.

(3) Military Leave in Excess of 15 Days

When military pay is exhausted, employees may, at their sole discretion, choose to utilize accrued Vacation, compensatory time off, or personal time off during approved Military Leave. Sick Leave cannot be used for Military Leave. Employees who choose not to use accrued leave will be placed on unpaid leave.

G. Returning from a leave of absence

(1) Right to reinstatement

- a. If an employee is granted a leave of absence, at the end of the approved leave the employee will be reinstated to the same department and classification.
- b. If the employee is unable to return at the end of an approved leave, but still desires to return-to-work, the employee must obtain approval for an extended leave of absence with a new return to work date in order to be eligible for reinstatement to the same department and classification.
- c. If the employee is able to return to work but the reinstatement date differs from the approved return to work date, the employee may be reinstated within a reasonable amount of time after the notification and verification of availability to return to work.
- d. Employees on Military Leave will be granted reemployment rights in accordance with the Uniformed Service Employment and Reemployment Rights Act (USERRA) and any applicable state law.

(2) Return to work certification

- a. As a condition of returning to work, an employee who was on medical or pregnancy disability leave must obtain and present certification from a Health Care Provider that the employee is able to resume work. The certification must be no more than 10 days old and state that the employee is able to resume work with or without reasonable accommodation.
- b. If the Town has evidence to doubt the validity of a certificate for the employee's return to work, the Town may require a medical opinion of a second Health Care Provider chosen and paid for by the Town.
- c. If the second opinion is different from the first, the Town may require the opinion of a third provider jointly approved by the Town and the employee but paid for by the Town. The opinion of the third provider will be binding. An employee may obtain a copy of the health care providers' opinions.

5. ADMINISTRATIVE LEAVE

Administrative Leave may be paid or unpaid as determined by the nature of the event and at the discretion of the Department Director with the Town Manager' or designee approval.

6. WORKERS' COMPENSATION

All Town employees are covered by the Town's Workers' Compensation Insurance. If an employee is injured on-the-job, they may be eligible for benefits under Workers' Compensation. Workers' Compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring on the job. It is not designed to cover "ordinary diseases of life."

A. Reporting Injuries or Illnesses

Employees must immediately report all on-the-job injuries as outlined in the **Reporting Workplace Illness and Injury Procedure**.

B. Medical Examinations

Employees sustaining an on-the-job injury requiring emergency medical treatment should call 9-1-1 or go to the nearest emergency room, injuries other than first aid should be initially seen by the Town's occupational illness/injury preferred medical provider. Please reference the Procedures for additional information. However, their own physician can also treat the employee assuming the physician accepts workers compensation insurance.

C. Salary Continuation Program

- (1)** The Town will provide all non-public safety Regular Full-time employees Salary Continuation Benefits for up to 90 days, while an employee is off work due to an accepted work-related illness or injury.
- (2)** The Town will provide all Regular Full-time Sworn Police, Fire, and Sworn Emergency Medical Services Personnel employees, Salary Continuation Benefits for up to one year, while an employee is off work due to an accepted work-related illness or injury.
- (3)** While on an approved Workers' Compensation Leave of Absence, Salary Continuation Benefits will be paid at a rate of the employee's Temporary Income Benefit (TIBS)/Average Weekly Wage (AWW), as determined by the Town's Worker's Compensation Insurance provider, less the total amount paid

by the Workers' Compensation disability income. In no circumstance will an employee receive more than 100% of their Temporary Income Benefit (TIBS)/Average Weekly Wage (AWW).

- (4)** In the event there is an overpayment of Salary Continuation Benefits made to the employee, the employee is responsible for reimbursing the Town.
- (5)** When Salary Continuation Benefits are exhausted, employees have the option of supplementing their Worker's Compensation disability insurance pay up to 100% of base salary by utilizing available Sick, Vacation, Compensatory Time Off, or Personal Time Off. If the employee chooses not to use their available accrued leave, they will be placed on a Leave of Absence Without Pay.
- (6)** Salary Continuation Forfeiture
 - a. An employee forfeits eligibility for participation in the Wage Continuation Program if the employee:
 - i. Fails to report the on-the-job injury as specified in the Town's policies and receive medical treatment as necessary.
 - ii. Repeatedly fails to keep medical appointments.
 - iii. Is found to be working another job.
 - iv. Retires, resigns, terminates, or dies.
 - v. Refuses to submit to examinations or diagnostic tests or procedures recommended as medically or psychologically necessary.
 - vi. Fails to follow, refuses to comply with, disregards, or violates the treating physician's instructions regarding treatment for the on-the-job injury.
 - vii. Refuses to perform light duty work when such light duty work has been authorized by the treating physician and offered by the Department Director or the Department of Human Resources.
 - viii. Falsifies or misrepresents physical condition or capacity.
 - ix. Refuses to return to regular duty once released by the treating physician.
 - x. Fails to keep in contact with the Town's third-party workers' compensation administrator or the Department of Human Resources.

- xi. Has been injured as a result of employee's own willful misconduct, horseplay, gross negligence, or is in violation of safety procedures/rules as determined by the Department of Human Resources and/or Town Manager.
- b. All Salary Continuation Forfeitures shall be reviewed by the Town Manager and Town Attorney prior to any action of forfeiture being taken.

D. Light-Duty Assignments

- (1)** An employee released to return to work with restrictions by the treating physician may be required to work a light-duty assignment as assigned by the Department Director or Department of Human Resources.
- (2)** Light-duty work is defined as a temporary job assignment provided to an employee who, due to an illness or injury, is temporarily unable to perform one or more of the essential requirements of their job.
- (3)** For non-public safety employees, for each incident, a light-duty assignment(s) may not exceed a total of six months (180 calendar days). For Sworn Police, Fire, and Sworn Emergency Medical Services Personnel employees a light-duty assignment may not exceed one year.
- (4)** During a Light-duty assignment an employee's absence from regular work hours, including medical appointments for the on-the-job injury, will be charged against their available accrued time.
- (5)** A light duty assignment may be terminated at the discretion of the employee's Department Director with the Director of Human Resources approval.
- (6)** Conditions for Approving Light-Duty
 - a. A light-duty assignment will be approved only when the following conditions and responsibilities are met:
 - i. The injury is judged by the employee's treating physician to be of a temporary nature.
 - ii. The department decides that there is an availability of work, and there is an ability to accommodate the light-duty assignment.
 - iii. Light-duty releases received from the employee's physician, outlining limitations for lifting, walking, stooping, bending, carrying, driving, and/or other specific limitations of the injured/ill employee.

b. Employee Responsibilities

- i. Obtain a medical release from their treating physician. A medical release must contain a prognosis and an estimated date for the employee's complete recuperation and return to regular duty. The medical examination for an off-the-job injury or illness will be at the employee's expense.
- ii. Upon release to full duty with no restrictions, report to the assigned Supervisor with the treating physician's statement showing that the employee has been released.

c. Supervisor Responsibilities

- i. Assigns work hours and maintains time reports.
- ii. At the inception of the light-duty assignment and prior to return to full duty, notify the Department of Human Resources.

E. Termination of Employment

For non-public safety employees, when Maximum Medical Improvement is reached and the employee is unable to perform their job duties, and the employee's Sick leave balance is zero, or a total of one year of Workers' Compensation Leave of Absence has been granted where employee is unable to return with or without accommodation to their regular position; whichever comes first, the employee's employment with the Town will be terminated.

DEFINITIONS

12-Month Rolling Backwards Period

The '12-Month Rolling Backwards Period' means a 12-month period measured backward from the date the leave is taken.

Child

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (in place of a parent for legal purposes) who is either: under 18 years of age; or over 18 years of age and incapable of self-care due to a mental or physical disability.

Department Director

A Department Director is an employee appointed to oversee a specific Town Department. Department Directors include the positions of Director of Communications and Marketing, Director of Community Development, Director of Finance, Fire Chief, Director of Human Resources, Director of Parks and Recreation, Police Chief, and Town Secretary.

Family and Medical Leave Act (FMLA)

FMLA as prescribed by 29 U.S.C. Sections 2601 et seq. provides eligible employees up to 12 weeks of unpaid job and benefit-protected leave.

Family Member

Qualified family members are spouse, child, or parent.

Health Care Provider

A Health Care Provider is;

- A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery by the State of Texas;
- An individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises the treatment of a Serious Health Condition;
- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray) are authorized to practice in Texas and performing within the scope of their practice as defined under Texas law;
- Nurse practitioners, nurse-midwives and licensed clinical social workers who are authorized to practice under Texas law and who are performing within the scope of their practice as defined under Texas law;
- Any Health Care Provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a Serious Health Condition to substantiate a claim for benefits.

Key Employees

An employee who is among the highest paid 10 percent of all employed by the Town.

Medically Necessary

Medically Necessary means there must be a medical reason why an absence from duty is required.

Paid Leave

Paid leave includes all types of pay an employee receives as outlined in the Town Charter or Policy such as Sick Leave, Vacation Leave, Personal Time Off, Compensatory Time Off, Parental Pay, etc.

Parent

The biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child; this term does not include parents-in-law.

Qualifying Exigency

May include short notice deployments, military events and related activities, childcare and related activities, financial and legal arrangements, counseling, rest and recuperation, post deployment activities, and any other event that the employee and Town agree is a qualifying exigency.

Serious Health Condition

Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient Care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e. inability to work or perform other regular daily activities due to a Serious Health Condition, treatment involved, or recovery there from) or any subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a Health Care Provider. A Serious Health Condition involving continuing treatment by a Health Care Provider includes any one or more of the following:
 - Period of incapacity (i.e., inability to work, or perform other regular daily activities due to the Serious Health Condition) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition, which also involves:
 - Treatment two or more times by a Health Care Provider; or
 - Treatment by a Health Care Provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the Health Care Provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic Serious Health Condition. A chronic Serious Health Condition is one which:
- Requires periodic visits for treatment by a Health Care Provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

- Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or Family Member must be under the continuing supervision of, but need not be receiving active treatment by, a Health Care Provider.
- Any period of absence to receive multiple treatments (including any period of recovery there from) by a Health Care Provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Spouse

An employee's husband or wife in a legal or formal marital relationship.

Regular Full-time Non-Exempt Employees

Any employee in a non-temporary position with a standard work schedule of 30 or more hours per pay week, and is not exempt from FLSA overtime.

Regular Full-time Exempt Employees

Any employee in a non-temporary or seasonal position with a standard work schedule of 30 or more hours per pay week, and is exempt from FLSA overtime.

Fire Suppression Full-time Employees

Any employee in a non-temporary or seasonal position with the Fire Suppression work schedule of 48/96, and is not exempt from FLSA overtime.

Regular Part-time Non-Exempt Employees

Any employee in a non-temporary or seasonal position with a standard work schedule of 20 hours per pay week, and is not exempt from FLSA overtime.

Regular Part-time Exempt Employees

Any employee in a non-temporary or seasonal position with a standard work schedule of 20 hours per pay week, and is exempt from FLSA overtime.

PROCEDURES AND FORMS

TM – 507.01: Leave Administration Procedure
TM – 507.02: Reporting Workplace Illness and Injuries Procedure
HR Form 507.01: Leave of Absence Request Form
HR Form 507.02: Certificate of Health Care Provider
HR Form 507.03: Workplace Accident or Incident Report

REGULATORY REFERENCES

Family and Medical Leave Act (FMLA)
Texas Government Code
Uniformed Services Employment and Reemployment Rights Act (USERRA)

SUPERSEDES

Human Resources Policy and Procedure Manual
Section: 501.00 – Administrative Leave
Section: 502.00 – Paid Leave
Section: 503.00 – Unpaid Leave
Section: 504.00 – Family and Medical Leave
Section: 505.00 – Military Leave
Section: 502.04 – Expanded FMLA Leave
Section 702.05 – Emergency Paid Sick Leave
Section: 703.00 – Workers' Compensation

Leave of Absence Procedure

Town Manager Procedure	
Procedure Number	TM – 507.01
Implementation Date:	DRAFT 10/14/2024
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2024 - XX
This Procedure Requires Town Council Approval.	

1. PURPOSE

The purpose of this procedure is to provide directions to Town employees and supervisors on how to request and process a Leave of Absence in accordance with the Leave Administration Policy, TM - 507.

2. REFERENCE DOCUMENTS

- TM – 507: Leave Administration Policy
- HR Form 507.01 - Leave of Absence Request Form

3. RESPONSIBILITY

- Employee
- Supervisor
- Department Director
- Director of Human Resources
- Human Resources Assistant

4. PROCEDURE

Step	Responsible Position	Action
1.	Employee / Supervisor	At least 30 days prior to the need for a leave of absence or as soon as the need for a leave of absence is known to the employee the Employee will notify their supervisor and may submit the Leave of Absence Request Form and any applicable certification or military orders to their direct supervisor. (Employees may submit the medical certification directly to the

		Director of Human Resources in lieu of submitting the medical certification to the supervisor.) *In the event the Employee is unable to complete the Leave of Absence Request Form, if the employee has notified the Supervisor, the Supervisor will complete the form on the Employee's behalf.
2	Supervisor	The Supervisor will review the Leave of Absence Request Form and forward the Leave of Absence Request Form to the Department Director.
3	Department Director	The Department Director will review and forward the Leave of Absence Request Form to the Director of Human Resources.
4	Director of Human Resources	The Director of Human Resources will review the Leave of Absence Request Form and determine all applicable leave laws and employee eligibility. The Director of Human Resources will issue a written notice to the Employee approving or denying the leave of absence or requesting additional information.
5	Employee	The employee will comply with the written notice and any directive or instructions included in the notice.
6	Director of Human Resources	For request requiring additional information, the Director of Human Resources will: 1. Review the documentation upon receipt and issue written notice to the Employee approving or denying the leave of absence or requesting additional information. 2. If the requested documentation is not received within 15 days of the original notice the Director of Human Resources will issue a second notice requesting the required documentation. 3. If the requested documentation is not received within 15 days from the date of the second notice (30 days total) the Director of Human Resources will issue a written notice to the Employee denying the leave of absence request and review the situation to determine if further action is required, such as termination.

7	Director of Human Resources	The Director of Human Resources will email the Supervisor, Department Director, and the Accounting Specialist the status of the Employee's leave and any time keeping instructions.
8	Employee	End of Leave Process: 1. If an Employee needs to extend their Leave of Absence, they will notify their supervisor as soon as it is known and submit a new Leave of Absence Request Form with any required documentation. 2. If an Employee is able to return to work upon their original return to work date, the Employee will notify their Supervisor within 5 days to make arrangements to return to work. • For all Medical and Pregnancy Leaves the Employee will submit to the Department of Human Resources or Supervisor a medical note releasing them to return to work with or without accommodations.
9	Supervisor	End of Leave Process: 1. The Supervisor will forward any request to extend a Leave of Absence as outlined in Step 2. 2. The Supervisor will notify the Department of Human Resources and Department Director when an Employee informs the Supervisor of their return to work. 3. If an Employee's Medical note indicates the Employee may return to work with restrictions, the Supervisor will meet with the Director of Human Resources within 2 business days and discuss the restrictions and potential Reasonable Accommodation Process.
12	Director of Human Resources	Upon completion of the Leave of Absence, the Director of Human Resources will compile all Leave of Absence Requests and supporting documentation and provide it to the Human Resource Assistant.
13	Human Resources Assistant	The Human Resource Assistant will file all Leave of Absence Request Forms and supporting documentation in the Employee's Confidential Personnel File upon the close of the request.

Reporting Workplace Illness and Injuries Procedure

Town Manager Procedure	
Procedure Number	TM – 507.02
Implementation Date:	DRAFT 10/14/2024
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	
This Procedure requires Town Council approval.	

1. PURPOSE

The purpose of this procedure is to provide directions to Town employees and supervisors on how to report workplace illness and injuries in accordance with the Leave Administration Policy, TM - 507.

2. REFERENCE DOCUMENTS

- TM – 507: Leave Administration Policy
- HR Form – 507.03: Accident/Incident/Loss Report Form
- HR Form – 507.04: Workers' Compensation Packet
- Texas Worker's Compensation Act

3. RESPONSIBILITY

- Employee
- Supervisor
- Department Director
- Director of Human Resources
- Human Resources Assistant

4. PROCEDURE

MEDICAL ATTENTION

Emergency	• Call 911 or go the nearest Emergency Room • Notify the Director of Human Resources or Town Manager
Non-Emergencies	Go to the closest CareNow Urgent Care facility: 1530 N. US HWY 377, Roanoke

Step	Responsible Position	Action
1.	Employee	Employees are required to inform their Supervisor immediately upon sustaining an illness or injury on-the-job.
2	Employee / Supervisor	Employee and/or Supervisor will complete the Accident/Incident/Loss Report and submit it to the Department of Human Resources within 24 hours of the incident. *All work-related fatalities or in-patient hospitalizations MUST be reported to the Director of Human Resources or Town Manager immediately.
6	Director of Human Resources	The Director of Human Resources will review the Accident/Incident/Loss Report and report the Illness/Injury to the third-party Workers' Compensation Administrator by completing the DWC-1 on the TML portal.
7	Director of Human Resources	The Director of Human Resources will submit any supporting documentation, the DWC-3 and any DWC-6's to the third-party Workers' Compensation Administrator via the TML portal.
8	Employee	Employee will work directly with the third-party Workers' Compensation Administrator regarding medical treatment and any claim requirements. Employee will promptly provide the Department of Human Resources all medical or work status notes.
9	Director of Human Resources	The Director of Human Resources will email the Supervisor, Department Director, and the Accounting Specialist the status of the Employee's Worker's Compensation Claim and any time keeping instructions.
10	Employee	Employee will notify the Department of Human Resources when their treating physician has cleared them to return to work with or without restrictions.
11	Director of Human Resources	The Director of Human Resources will coordinate the Employee's return to work and any Light-Duty or Reasonable Accommodation process.
12	Director of Human Resources	Upon completion of the Workers' Compensation Claim, the Director of Human Resources will compile all claim documentation and provide it to the Human Resource Assistant.

13	Human Resources Assistant	The Human Resource Assistant will file the Worker's Compensation claim packet in the Employee's Confidential Personnel File.
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DRAFT



Leave of Absence Request Form

Part A – Employee Information

Last Name, First Name

Department & Shift

Mailing Address

City

Zip

Phone Number

Part B – Leave Information

1. Leave Reason

- ☐ Family Care
☐ Medical
☐ Military
☐ Parental
☐ Pregnancy Disability

2. Intermittent

☐ Yes ☐ No

3. Reduced Schedule

☐ Yes ☐ No

4. Is this an Extension

☐ Yes ☐ No

5. Current Leave Request

Start Date End Date

6. Expected Return Date

7. Previous Leave

Start Date End Date

8. If you are eligible for Disability Insurance the Town will automatically supplement your disability insurance pay with the Town Pay (see page 2 for additional information).

Please check box, if applicable:

☐ I will NOT file a disability insurance claim for this leave period.

☐ I do NOT want my disability pay to be supplemented with my Town pay. I understand I will not receive pay from the Town during my leave.

EMPLOYEE: Please note important information in the Leave Administration Policy and on page 2 of this form.

Employee Signature

Date

Part C – Department Review

The Department Supervisor and Director have received the Leave of Absence Request.

Supervisor Name

Supervisor Signature

Date

Department Director Name

Department Director Signature

Date

Submit to the Department of Human Resources.



Leave of Absence Request Form

**THE INFORMATION GIVEN BELOW IS IMPORTANT.
PLEASE BE SURE TO READ CAREFULLY!**

Leaves of Absences must be reported to the Department of Human Resources when:

- 1) an employee is absent from duty for more than three (3) consecutive calendar days for Medical, Family Care, Pregnancy Disability or Parental Leave reasons either continuously or on a reduced schedule;
- 2) an employee is absent intermittently for Medical, Family Care, Pregnancy Disability or Parental Leave reasons;
- 3) an employee is absent for Military Leave.

It is the Employees responsibility to submit requests for leave, or extensions for leave, as soon as the need is known. It is the department's responsibility to report leaves to the Department of Human Resources. It is imperative that your leave request is promptly forwarded to the Department of Human Resources for processing.

A medical certificate must be submitted for all Medical, Family Care, and Pregnancy Disability leave requests. Parental Leaves require proof of birth while adoption and foster care placement of a child requires legal documentation. A copy of military orders must be submitted for all Military Leave requests.

Paid leave accruals may not be spread out by taking time without pay during several pay periods to avoid interruption of benefits. The City will continue health and welfare benefits contributions during unpaid leave if your leave is protected by the Family and Medical Leave Act (FMLA) or, if on Military Leave, you may be eligible for Military Pay under the Texas Government Code or other applicable laws.

If an employee is in an unpaid status and is not on an a benefit-protected leave under FMLA the Town may terminate an employee's benefits and a COBRA notice will be sent allowing the employee to elect continuation of coverage. Upon the employee's return to work, employees will be able to reinstate their benefits through the Town.

Employees on a Medical, Family Care, Pregnancy Disability, or Parental Leave and who are eligible for disability insurance will have their disability insurance pay automatically supplemented with available Town pay (such as accrued sick, vacation, PTO, holiday accrued, parental pay, etc.). If you file a disability insurance claim, you may elect to not supplement your disability insurance pay with leave accruals and go without pay. If you elect to not supplement disability insurance pay, you will not be paid by the Town. You are responsible for reimbursing the Town for any applicable benefit costs, and/or may have your benefits terminated and be sent a COBRA notice. If you choose not to file a disability claim, you will be required to utilize your available Town leave accruals resulting in receipt of 100% of base wages.

You must contact your department before your leave expires either to make arrangements to return to work or to request an extension of leave. Inexcusable failure to report to work upon expiration of approved leave is considered an automatic resignation. Be sure to read Leave Administration Policy and Leave of Absence Procedure.

As a condition of returning to work, an employee who was on Medical or Pregnancy Disability Leave must obtain and present certification from the Health Care Provider that the employee is able to resume work. The certification must be no more than 10 days old and state that the employee is able resume work with or without reasonable accommodation. The certification must specify any limitations that may require reasonable accommodation.

For information on leave and applicable laws, please contact the Department of Human Resources at (237) 682-2985 or hr@trophyclub.org.



Leave of Absence Request Form

Required Documentation

Medical Leave - Medical Certificate/Doctor's Note:

- 1) Patient's Name;
- 2) Must indicate it is a serious health condition;
- 3) Date the serious health condition commenced and the probable duration of the condition;
- 4) If the request is for an intermittent leave or a reduced schedule, the doctor's note must state the frequency that is needed.

*Form or doctor's note must be completed and signed by the doctor.

Family Care – Medical Certificate/Doctor's Note:

- 1) Patient's Name and employee's name and relationship to the patient;
- 2) Must indicate it is a serious health condition;
- 3) Date the serious health condition commenced and the probable duration of the condition;
- 4) Does the family member require assistance for basic medical or personal needs or for transportation? If so, the duration necessary must be stated;
- 5) If the request is for an intermittent or a reduced schedule, the doctor's note must state the frequency that is needed.

*Form or doctor's note must be completed and signed by the doctor.

Pregnancy Disability Leave – Medical Certificate/Doctor's Note:

- 1) Patient's Name;
- 2) Must indicate absence is related to employee's pregnancy;
- 3) Date the pregnancy commenced and the probable duration of the condition (expected delivery date);
- 4) If the request is for an intermittent leave or a reduced schedule, the doctor's note must state the duration and frequency that is needed.

*Form or doctor's note must be completed and signed by the doctor.

Examples:

Intermittent Request: Employee or Family Member has a Serious Health Condition – the doctor's note must state the duration (1 – 2 days per month) for the next year.

Reduced Schedule: Employee or Family Member has a Serious Health Condition – doctor's note must state the duration and frequency needed (employee can work 4 hours a day for the next 6 weeks or employee is needed to care for family member 1 – 2 days per month).

Parental Leave

- Hospital issued birth certificate.
- For adoption or foster care placement of a child, legal documentation is required.

Military Leave

Provide a copy of military orders or appropriate documentation.



Workplace Accident or Incident Report

This report is to be completed by the Employee and/or Supervisor when any Town employee sustains an injury or illness on-the-job.

Part A – Employee Information

Last Name, First Name

Department / Division / Shift

Job Title

Part B – Accident/Incident Information

Date of Accident/Incident: _____ Time of Accident/Incident: _____

Location/Address of Accident/Incident: _____

On Town Property: ☐ Yes ☐ No

Description of Accident/Incident: _____

Describe any contributing factors (i.e. weather) that may have impacted situation: _____

Police Investigation? ☐ No ☐ Yes (Agency Name _____ / Attach Report)

Part C – Witness Information

List all witnesses to the Accident or Incident

Last Name, First Name

Phone Number

Last Name, First Name

Phone Number

Address

Address

Last Name, First Name

Phone Number

Last Name, First Name

Phone Number

Address

Address



Workplace Accident or Incident Report

Part D – Injury Details

Nature of Injury: _____ Body Part(s) Injured: _____

Treatment Provided: _____

Medical Facility (if Applicable): _____ Treating Physician: _____

Medical Provider Address: _____

Was the employee placed off Work? ☐ No ☐ Yes Expected Return Date: _____

Part E – Supervisor Investigation and Follow Up

Describe immediate causes such as: distraction, failure to use safety equipment, incorrect lifting, etc.

Date Accident/Incident Reported to supervisor: _____

Part F - Review

Employee Name

Employee Signature

Date

Supervisor Name

Supervisor Signature

Date

Department Director Name

Department Director Signature

Date

Submit to the Department of Human Resources within 24 hours.

Part G – Human Resources

Date Received: _____

Date Filed DWC-1 with TML: _____



Certificate of Health Care Provider

This Form Must Be Completed by the Health Care Provider

Employee's Last Name, First Name _____

Patient's Last Name, First Name _____

Relationship to Employee _____

Medical Facts which support a Serious Health Condition* as defined by FMLA

Does the patient's condition qualify under any of the following categories as defined on page 2? ☐ NO

☐ Hospital Care

☐ Chronic Condition Requiring Treatments

☐ Absence Plus Treatment

☐ Permanent/Long-term Conditions Requiring Supervision

☐ Pregnancy

☐ Multiple Treatments (Non-Chronic Conditions)

Employee's Own Illness or Injury

The patient is the employee with a Serious Health Condition* commenced on _____

Patient is Unable to Work:

Begin Date _____ Through Date _____

Patient has restrictions:

Begin Date _____ Through Date _____

Modified Work: _____

Patient requires intermittent leave or reduced schedule leave due to Serious Health Condition*

☐ Intermittent Leave

or

☐ Reduced Schedule Leave

Begin Date _____ Through Date _____

Hours/Days _____ Every (week/month) _____

Care for a Family Member

The patient is a family member with a Serious Health Condition* which would require the employee to take time off work to provide basic medical, personal, or safety needs, transportation, or psychological comfort. The probable duration and frequency of this need is:

Begin Date _____ Through Date _____

☐ Intermittent or ☐ Reduced Schedule: Hours/Days _____ Every (week/month) _____

Health Care Provider Information

Health Care Provider Name _____

Health Care Provider Signature _____

Date _____

Type of Practice _____

Address _____

Phone Number _____



Certificate of Health Care Provider

A "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity¹ or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

A period of incapacity¹ of more than three consecutive calendar days (including any subsequent treatment or period of incapacity¹ relating to the same condition), that also involves:

1. Treatment² two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment³ under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
2. Continues over an extended period of time (including recurring episodes of a single underlying condition);
3. May cause episodic rather than a continuing period of incapacity¹ (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity¹ which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity¹ of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

¹ "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

² Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

³ A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

"The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's or family member's genetic tests, the fact that an individual or an individual's family member bought or received genetic services and generic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services."

Prohibited Technology Policy

Town Manager Policy	
Policy Number	TM - 600
Implementation Date:	DRAFT 10/14/2024
Last Revised Date:	
Policy Contact:	Town Manager
Council Resolution Number	2024 - XX
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

This policy prohibits the use or installation of Covered Applications on all Town owned or leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices in accordance with Texas Senate Bill (SB) 1893. This action is taken to enhance cybersecurity and protect sensitive information.

2. POLICY

A. Except where approved exceptions apply, the use or installation of Covered Applications on all Town owned or leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices is prohibited.

B. This policy applies to all Town employees, contractors, volunteers, and any other users of Town-owned devices or networks.

C. Covered Applications

- (1)** The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- (2)** A social media application or service specified by proclamation of the Governor under Government Code Section 620.005.

D. Exceptions

- (1)** The use and installation of a Covered Application on a Town owned or leased device to the extent necessary for the following reasons is permitted with the approval of the Town Manager or their designee:
 - a. Providing law enforcement; or

b. Developing or implementing information security measures.

(2) Any Department or individual requesting an Exception to this policy shall submit a written request to the Town Manager that provides at least the following information:

a. Requesting Department or individual

b. Department Director's approval

c. General reason for request

d. Duration of the use and installation

e. Measures the Requesting Department or individual will take to mitigate the risks posed to the Town during the Covered Applications use

f. Formally documenting an approved request with the Department of Information Technology or Information Technology Consultant's ticketing system.

E. Responsibilities of the Department of Information Technology

(1) The Department of Information Technology or Information Technology Consultant must:

a. Identify, track, and manage all Town owned or leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

i. Prohibit the installation of a Covered Application.

ii. Prohibit the use of a Covered Application.

iii. Remove a Covered Application from a Town owned or leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).

iv. Remove an application from a Town owned or leased device if the Governor issues a proclamation identifying it as a covered application.

(2) Implement the following security measures:

- a. Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.
 - b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
 - c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.
 - d. Restrict internet traffic to Covered Applications from town devices and/or networks
- (3)** Information Technology Department or Consultant will verify compliance with this Policy through various methods, including but not limited to, IT/security system reports and provide such information to the Town Manager.

F. Compliance

- (1)** All employees and users of Town resources are required to comply with this policy. Any attempts to bypass these restrictions will be considered a violation of Town policy.
- (2)** An employee found to have violated this Policy may be subject to disciplinary action, including termination of employment.
- (3)** Any contractor or individual that is not a Town employee that is found to violate this policy may be prohibited from providing services to the Town or participation in Town events and activities.
- (4)** Users are encouraged to report any issues or violations related to this policy to their supervisor or Department of Human Resources.

DEFINITIONS

None

PROCEDURES AND FORMS

None

REGULATORY REFERENCES

Texas Senate Bill (SB) 1893

SUPERSEDES

None



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Patrick Arata, Chief of Police

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with the City of Roanoke for a Lenco BearCat SWAT vehicle in the amount of \$77,373.20. (Patrick Arata, Chief of Police)

BACKGROUND/SUMMARY:

The Trophy Club Police Department participates in a regional SWAT team that mobilizes as necessary to provide specialized protection services in the communities of Roanoke, Southlake, Keller, Colleyville and Trophy Club. The five communities share in the cost of equipment needed for SWAT team purposes, with each community providing one fifth, or 20%, of the total cost. The armored vehicle utilized by the SWAT team has reached the end of its useful life and needs to be replaced. After review, the police chiefs in each of the cities recommend that the joint-community group acquire a BearCat armored vehicle. Trophy Club will pay 20% of the overall cost with the remainder being shared among partner agencies in the regional SWAT unit.

Below is a justification for the BearCat armored vehicle to support the regional SWAT team's operations:

1. Enhanced Officer and Public Safety

The BearCat provides critical protection for officers during high-risk situations, such as active shooter incidents, barricaded suspects, and hostage rescue operations. Its armored design allows law enforcement personnel to approach dangerous scenarios with greater security, reducing the risk of injury or death. This increased level of protection enhances the overall safety of both officers and the public.

2. Regional Collaboration and Cost Efficiency

By participating in the regional SWAT team, the Trophy Club Police Department leverages shared resources and expertise. The department's contribution of one fifth of the total cost is a prudent use of public funds, ensuring access to a vital resource without bearing the full financial burden. This collaborative approach allows the department to benefit from advanced tactical equipment at a fraction of the cost.

3. Preparedness for Critical Incidents

In today's environment, police departments must be prepared to respond to various critical incidents, from terrorism to natural disasters and civil unrest. The BearCat is a versatile vehicle capable of withstanding gunfire, explosions, and other high-threat situations. Having access to such a vehicle ensures that the regional SWAT team is equipped to handle emergencies efficiently and effectively, safeguarding both law enforcement and residents.

4. Proven Track Record

BearCat armored vehicles have a proven record of success in law enforcement and military operations worldwide. Their durability, reliability, and mobility make them ideal for SWAT operations in various environments. As a result, the BearCat is a valuable long-term investment that will serve the regional SWAT team for years to come.

5. Minimizing Liability

By providing SWAT officers with the necessary protection to perform their duties safely, the department can reduce potential liability from injuries or fatalities during high-risk operations. The BearCat's presence can also de-escalate tense situations, potentially preventing the use of lethal force and reducing risks to both officers and suspects.

6. Public Confidence and Trust

Acquiring state-of-the-art equipment like the BearCat demonstrates the department's commitment to maintaining public safety. Citizens expect their police force to be well-prepared for any emergency, and the BearCat enhances the community's confidence in the department's ability to protect and serve during critical situations.

This purchase, with the Trophy Club Police Department contributing one fifth of the cost, represents a strategic investment in public safety, resource-sharing, and long-term preparedness. The vehicle will strengthen the capabilities of the regional SWAT team, protect lives, and ensure the department's readiness to respond to high-threat incidents effectively.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The Town of Trophy Club has budgeted this purchase in the Police Equipment Replacement Fund in FY 2025. The Town's 20% share is \$77,373.20.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bearcat Presentation
2. Lenco Bearcat Quote 01.30.24
3. Lenco - Sole Source Letter 10-16-2023
4. Lenco - Sole Source Specifications 10-16-2023
5. Lenco Government Cooperative Contracts 10.24.2023

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase agreement with the City of Roanoke for a Lenco BearCat SWAT vehicle in the amount of \$77,373.20.



BearCat Armored Vehicle

A budgetary
request for
FY 2024-
2025





North Tarrant Regional Special Weapons and Tactics Team

- Regional SWAT Team
- Comprised of 5 Agencies
 - Roanoke, Trophy Club, Southlake, Keller, Colleyville.
- Servicing 6 Cities
 - Roanoke, Trophy Club, Southlake, Keller, Westlake, Colleyville.
- Approximate nighttime population of 127,000+
- 31 Members
 - Commanders
 - Team and Assistant Team Leaders
 - Operators
 - Negotiators
 - Medics
- Est. 2010
- Purpose: Hostage Rescue, Barricaded Persons, School Threats, High Risk Warrants, VIP/Dignitary Protection.





Recent and High Profile Events



January 2022 - Hostage Situation/Terrorism Event



March 29, 2024 - 'Open Air' Barricade



Recent and High Profile Events

- Both events required tactics to be modified to adapt to the currently utilized MRAP Vehicle.
 - Vehicles height exposed responding team members to threat angles under the vehicle.
 - Elevated rear ramp for officer deployment is slow and technical.
 - Vehicles lack of maneuverability results in approximating vehicle location instead of precision placement.



Bearcat G3





Justification



- Purpose built for Law Enforcement application.
- Increased Operator/Officer Safety.
- Increased mobility and versatility for vehicle operation.
- Vehicle mounted accessories allow for increased tactical options for safe resolutions.
 - Ports for gas deployment
 - Ram for breaching capabilities and gas deployment
 - Intercom system for loud hail, negotiations, and crowd addresses
- Lower vehicle deck height for expediency and rescue operations.
- Shared cost yet full operational benefit .
- Increased command presence and professional appearance.



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201
PH: 413-443-7359 - FAX: 413-445-7865

Quotation 101721

Customer Code: SOLTX
Quotation Date: 12/15/23
Lenco Tax ID#: 04-2719777
Page #: 1 of 2

Bill To

Southlake Police Department
600 State St.
Southlake, TX 76092 USA

Ship To

Southlake Police Department
600 State St.
Southlake, TX 76092 USA

Payment Terms	Shipping Terms	Ship Via
Net 30 Days	FOB: Destination	Common Carrier
Estimated Completion	Lenco Contact	Inspection & Acceptance
14+ months ARO (Est.)	Jim Massery	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	3220			
Lenco BearCat	BC55003-BASE	1	\$228,803.00	\$228,803.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Exterior Paint Color: Lusterless Gray	LUSTERLESS_GRAY	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$9,995.00	\$9,995.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$38,454.00	\$38,454.00
4-Door Configuration	BC4DR	1	\$9,823.00	\$9,823.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$228.00	\$1,824.00
Electric Power Mirrors	BCMIR	1	\$1,508.00	\$1,508.00
Heated Windshield Upgrade	BCHGW	1	\$2,153.00	\$2,153.00
360 Camera System	BC360DEG	1	\$4,422.00	\$4,422.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$502.00	\$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	\$7,182.00	\$7,182.00
Hydraulic Ram Upgrade wFront Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$14,975.00	\$14,975.00
Gas Injector Unit	BCGIU	1	\$14,552.00	\$14,552.00
Break and Rake	BCBAR	1	\$1,200.00	\$1,200.00
Door Pivoting Ram Head	BCDPRH	1	\$1,280.00	\$1,280.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2	\$1,404.00	\$2,808.00
High Intensity Driving Lights in Front Bumper	BCHIDL	1	\$1,340.00	\$1,340.00
AC-DC Power Inverter w/ Auto Eject	BCINV2000	1	\$6,387.00	\$6,387.00
Electric Power Winch Modular w/Winch Basket	BCWNCH	1	\$6,207.00	\$6,207.00
Rear Tow Hitch Receiver w/ Winch Power	BCRTOWRWP	1	\$1,886.00	\$1,886.00
Armored Oil Pan Guard	BCAOPG	1	\$1,936.00	\$1,936.00
Ballistic Skip Round Shield	BCBSRS	2	\$2,420.00	\$4,840.00
Intercom System Inside to Outside	BCINT	1	\$2,871.00	\$2,871.00
Weapon Mount	BCWMT	6	\$300.00	\$1,800.00
Spec Rest Sniper System	BCSRESTSS	1	\$3,980.00	\$3,980.00
Exterior Equipment Storage Compartment	BCSCOMP	1	\$3,775.00	\$3,775.00
Bedrock Paint	BCPJ	1	\$4,363.00	\$4,363.00
Configuration Subtotal:				\$378,866.00
Lenco BearCat	NEWCONFIG	1	\$378,866.00	\$378,866.00
Freight Out - Vehicles	FREIGHTVEHICLE	1	\$8,000.00	\$8,000.00
Net Total				\$386,866.00



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Page #: 2 of 2

Notes:

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized

Signature: _____

Please sign and return

Authorized

Signature: James Massery
Jim Massery

Thank you



Protecting Our Nation's Defenders™

SOLE SOURCE LETTER

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: October 16, 2023

RE: Sole Source Letter for the Lenco BearCat

To Whom It May Concern:

This letter confirms that Lenco Industries Inc. (d/b/a Lenco Armored Vehicles), as designer and manufacturer, is the **Sole Source** provider of the following products in the United States and internationally:

- **Lenco BEAR®**
- **Lenco BearCat®**
- **Lenco BombCat®**
- **Lenco MedCat™**
- **Lenco FireCat™**

Additionally, these Lenco products, their specifications, manufacturing techniques and marketing materials are proprietary and are protected by copyrights, trademarks, service marks, patents, nondisclosure agreements, noncompete agreements and exclusive supply agreements; in whole or in part.

There are no other items or products available that offer identical functionality or performance characteristics, and Lenco determines the prices for the above-named products to be fair and reasonable because of pre-competed federal and state supply schedules controlled by exclusive distribution.

Federal Acquisition Regulation (FAR) Part 6.302-1 – “Only one responsible source and no other supplies or services will satisfy agency requirements” is the statutory authority permitting this Sole Source government procurement.

Further, the Code of Federal Regulations (CFR) Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards establishes government-wide requirements for federal grants and cooperative agreements. Under the Uniform Guidance, a non-Federal entity that receives a federal award must “provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.” *See* 2 C.F.R. § 200.322. If the non-Federal entity fails to do so, the federal awarding agency or pass-through entity may sanction a non-compliant recipient of funds.

In summary, Lenco Armored Vehicles, based in the United States, is the only manufacturer or authorized dealer of the Lenco BearCat, its variants or its equivalent.

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865
www.LencoArmor.com · e-mail: Info@LencoArmor.com



SOLE SOURCE SPECIFICATIONS

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: October 16, 2023

RE: Sole Source Specifications for the Lenco BearCat

Lenco BearCat Key Features, Testing and Certifications

Armor Protection

- Armor Panels constructed of Certified Mil-Spec Steel
- Vertical Armor Panels are .50 inch thick, one-piece solid construction from the front of the vehicle to the rear of the vehicle
- Gunports and all surrounding armor protection, including backup armor, is .50 inch thick.
- Proprietary welding technique utilized in sidewall, floor and roof construction
- Armored hood, radiator protection, fuel tank, exterior lighting armor backup, inner fender armor, door and window pocket armor backup
- Department of the Army, U.S. Army Aberdeen Test Center – Ballistic Certification for armor plate used in every BearCat manufactured
- Independent Third-Party Testing to the following threats / ballistic standards: EN 1063 BR7, NIJ IV, STANAG 4569 Level 2, .50 CAL M2 Multi-Hit, .50 CAL M33 Multi-Hit, DM51x2 Hand Grenades, DM31 Anti-Personnel Mine, M67x2 Hand Grenades, 20mm FSP, V50 (BL) P Ballistic Test

Mobility & Automotive Safety

- 126" – 131.5" Wheelbase
- Custom-tuned suspension, including shocks, springs, bump stops, front and rear sway bars, track bar and radius arms
- Proprietary OEM Frame-to-Body construction
- Department of the Army, U.S. Army Aberdeen Test Center, Aberdeen Proving Grounds – Automotive Performance Testing to the following standards:
 - Test Operating Procedures (TOP)
 - North Atlantic Treating Organization (NATO) Reference Mobility Model (NRMM)

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www.LencoArmor.com · e-mail: Info@LencoArmor.com

- NATO Allied Vehicle Testing Publication (AVTP)
- Society of Automotive Engineers (SAE)
- Human Factors Integration - Safety Assessment Review (SAR)
 - Fort Knox, KY
 - Fort Belvoir, VA
- National Highway Transportation Safety Administration (NHTSA), Office of Vehicle Safety Compliance (OVSC), Federal Motor Vehicle Safety Standards (FMVSS) Compliance Testing
 - Center of Gravity Test
 - FMVSS 105 – Hydraulic Brake Test
 - FMVSS 206 – Door Locks and Door Retention Test
 - FMVSS 207 – Seating Systems
 - FMVSS 210 – Seat Belt Anchorages
 - FMVSS 302 – Flammability of Interior Components
- National Tactical Officers Association (NTOA), Member Tested and Recommended Certification
 - 2003 Certification
 - 2020 Re-Certification
- U.S. Air Force Air Transportability Test Loading Activity (ATTLA) – Air Transportation Certification
 - Lockheed C-5 Galaxy
 - Boeing C-17 Globemaster III
 - Lockheed C-130 Hercules

Tactical Features

- Patented, zero gravity counter balanced & rotating roof hatch system
- Height-adjustable gunner stand with removable / serviceable design - *US Patent No. 11,561,060 B1*, granted to Lenco on 01/24/2023
- Automatic Door Lock-Out (side doors) with single tap release
- Welded Running Boards rated to hold 3,000 lbs. at each side & 2,500 lbs. on rear
- Occupant situational awareness
- 390 square feet of interior space
- 2-Piece Bumper-integrated hydraulic entry bars with attachments for Audio / Video, Chemical Deployment, and Water Deployment
- Roof Mounted Water Nozzle with internal joystick controls
- Bumper Mounted Water Nozzle with internal joystick controls
- Vehicle-Integrated On-Board SCBA System
- Tactical EMS interior layout, workstation, medical cabinet, oxygen storage and trauma lighting
- 68 Gallon Single Fuel Cell
- 40" Water Fording Package with Independent 3rd Party Testing

Service, Reliability & Interoperability

- Commercial Chassis common to government fleet
- Commercial Chassis Warranty and Service history at nearly 130 Authorized Ford Service Centers across the United States

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www.LencoArmor.com · e-mail: Info@LencoArmor.com

- Ford OEM Warranty
- 3 Year Lenco Warranty
- Operational and Support Cost: Average cost of \$558 USD per 10,000 miles of operation
- Reliability, Availability and Maintainability (RAM): 24,906 mean miles between repair, 1.3 hours mean time to repair and 98% operational readiness
- Interoperability with hundreds of federal, state and local law enforcement agencies across the United States; reduces training cost and limits response time in joint operations
- Lenco Refurbishment Program – (4) individual ‘Schedules’ of refurbishment work that address Ford chassis components, Lenco components, paint and upgrades.
- Lenco Trade-In Program – End-of-Life vehicles can be traded-in to Lenco for value against the acquisition of a new or used model vehicle.

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www.LencoArmor.com · e-mail: Info@LencoArmor.com

US Government Cooperative Purchasing Contracts

1. GSA Federal Acquisition Service – Multiple Award Schedule

Contract Number: GS-07F-169DA

Current Option Period End Date: August 22, 2026

Important Links:

- [Lenco GSA eLibrary Link](#)
- [1122 Program Link](#)

2. H-GAC – Ambulances, EMS, and Other Special Service Vehicles

Contract Number: AM10-23

Current Option Period End Date: September 30, 2027

Important Links:

- [HGACBuy Contract Link](#)

3. North Carolina Sheriff's Association (NCSA) – Fire/EMS/Law Enforcement Specialty Vehicles

Contract Number: 23-03-0524R

Current Option Period End Date: June 17, 2024

Important Links:

- [NCSA Contract Award Documents Link](#)

4. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008468

Current Option Period End Date: September 30, 2023

Lead Agency: County of Fairfax, Virginia

Lead Contractor: Safeware, Inc. and Mallory Safety and Supply, LLC

Important Links:

- [US Communities / OMNIA Partners Contract Link](#)

5. New Jersey Cooperative Purchasing Alliance (Bergen County Co-Op) – Catalog / SWAT Equipment

Contract Number: BC-Bid-#21-55 (COOP)

Current Option Period End Date: December 3, 2023

Lead Agency: County of Bergen, NJ

Lead Contractors: Tomahawk Strategic Solutions

Important Links:

- [Bergen County Co-Op Contract Link](#)

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www.LencoArmor.com · e-mail: Info@LencoArmor.com

6. Howard County, MD Office of Procurement and Contract Administration – New Vehicles, Class 1 – 7

Contract Number: 4400004548

Current Option Period End Date: June 30, 2024

Important Links:

- [Howard County, MD Current Awards and Contracts Link](#)
- [Current Contracts Link](#)

7. State of Iowa – Specialty Vehicles: Armored Rescue Vehicle

Contract Number: 005-RFB-0437-2023 / 23202

Current Option Period End Date: August 31, 2024

Important Links:

- [Iowa Department of Administrative Services Link](#)

Last updated October 1, 2023

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Consider the adoption of the Town of Trophy Club 2025-2030 Strategic Plan.
(Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: Trophy Club's Strategic Plan was developed collaboratively with input from the Trophy Club community, the Mayor and Town Council, and the executive team, ensuring comprehensive engagement and alignment with the Town's vision and mission.

The development of the strategic plan began in January 2024 and unfolded through four key phases:

1. **Mayor and Council Input and Prioritization:** The Mayor and Council provided invaluable insights into the Town's overarching vision.
2. **Executive Team Development of Focus Areas and Objectives:** Following this, the Executive Team led the development of focus areas and objectives, leveraging their expertise to craft strategic directions that align with organizational capabilities and aspirations.
3. **Community Outreach for Input on Focus Areas and Objectives:** Acknowledging the importance of community engagement, staff actively sought input from residents, businesses, boards, commissions, and stakeholders to ensure the plan reflects the diverse needs and aspirations of the community.
4. **Mayor and Council Prioritization:** The Mayor and Town Council then prioritized key initiatives, aligning the plan with the Town's goals.
5. **Implementation and Tracking of Key Initiatives:** The final phase focuses on the implementation and monitoring of key initiatives outlined in the Strategic Plan.

The strategic plan is structured around four key elements:

- **Focus Areas:** These are the key priority areas the organization intends to concentrate on to achieve its mission and vision.
- **Objectives:** Specific outcomes the Town aims to accomplish within each focus area, aligned with the organization's mission and strategic goals.
- **Initiatives:** Initiatives are specific actions, projects, or programs designed to achieve the objectives outlined in the plan. Each initiative includes clear timelines, responsibilities, and resource allocations.

- **Tasks:** Tasks provide a structured action plan for staff to follow to meet the initiatives and objectives set by the Town Council. Each task will include a timeline to track progress and ensure the achievement of short-term and long-term goals.

Together, these elements illustrate the process by which the Trophy Club organization will work towards achieving the Town Council's goals over the next five years. The document conveys the vision and mission of the Town Council, outlines the values guiding organization operations, and details the steps necessary to achieve goals to meet the needs of the community. The Strategic Plan focuses on a five-year timeframe from FY 2025 through FY 2030.

BOARD REVIEW/CITIZEN FEEDBACK: Public input for the Strategic Plan process was received in April and May through focus groups and an online survey. Focus groups included volunteers from the Town's boards and commissions, residents, the Municipal Utility District Board, and the NISD school district. Five focus group sessions were conducted with a total of 48 participants. Additionally, 127 participants completed the online survey. This feedback was incorporated into numerous changes to the drafted plan to arrive at the final plan presented to the Town Council for consideration.

FISCAL IMPACT: The fiscal impact for two retreats and the purchase of survey software totaled approximately \$6,100, and was funded from the General Fund.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Strategic Plan

ACTIONS/OPTIONS:

Consider approval of the adoption of the Town of Trophy Club 2025-2030 Strategic Plan.

STRATEGIC PLAN

FY 2025 - 2030



1 Trophy Wood Drive
www.trophyclub.org/strategicplan



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INTRODUCTION

Dear Residents of Trophy Club,

I am pleased to share with you the significant progress we have made with the Town of Trophy Club's Strategic Plan. This comprehensive plan serves as a vital tool for prioritization, communication, and accountability. It reflects the vision of our Mayor and Council, charting a clear path to achieve our long-term community goals.

Our strategic plan sets the stage for the next five to twenty years, driven by a mission to enrich the lives of residents, businesses, visitors, and organizations. This plan focuses on delivering exceptional services that foster a thriving community. To achieve this vision, we have identified seven high-level priorities: public safety, quality of life, infrastructure, service excellence, community engagement, housing standards, and business support.

By aligning our resources with these priorities, we ensure that both long-term aspirations and immediate needs are met. The strategic plan was developed with extensive community input through surveys, focus groups, and town council meetings. This collaborative effort is essential for making informed decisions that benefit everyone in our town.

Together, we can continue to build a connected and vibrant community that continues to be a great place to call home.



Sincerely,

A handwritten signature in dark ink that reads "Brandon Wright".

Brandon Wright
Town Manager
Trophy Club Texas



STRATEGY MAP



TOWN OF TROPHY CLUB ORGANIZATION STRATEGY

A Great Place to Call Home

PRIORITIZE PUBLIC SAFETY



Safeguard lives and protect property by actively engaging with the community.

OBJECTIVES:

- Enhance community policing and public safety engagement.
- Strengthen emergency management preparedness and education.
- Create strategies to address safety needs.
- Enhance transparency, accountability, and engagement through communication channels.

PROMOTE QUALITY OF LIFE



Cultivate vibrant spaces and amenities for all ages to foster a thriving community.

OBJECTIVES:

- Create a comprehensive recreation program plan.
- Create, implement, and maintain a comprehensive master plan for Trophy Club's public parks and spaces with funding strategies.
- Beautify community neighborhood areas and medians through sustainable plantings, tree upkeep, and design elements.

STRENGTHEN INFRASTRUCTURE



Strengthen infrastructure with proactive maintenance, improved mobility, and utility coordination.

OBJECTIVES:

- Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.
- Partner with the TC MUD No. 1, NISD, and surrounding stakeholders to coordinate capital projects.
- Coordinate utility improvements.

UPHOLD HOUSING STANDARDS



Enhance neighborhood desirability and uphold housing standards through cooperative policies and enforcement while preserving private property rights.

OBJECTIVES:

- Protect neighborhoods with targeted rental management.
- Improve aging in place options for residents.
- Create innovative redevelopment and enforcement strategies.

SUPPORT BUSINESS



Create a thriving business environment through policies and partnerships that support business enterprises.

OBJECTIVES:

- Develop policies that support a positive business environment and enhance Trophy Club's business aesthetics and cohesion.
- Redevelop and create successful business areas fostering a unique sense of place.
- Boost Trophy Club's brand visibility through strategic marketing efforts.

VISION: Trophy Club will be a connected and vibrant town that provides an engaging and active community experience.

MISSION: The Town of Trophy Club focuses on enriching the lives of our residents, businesses, visitors, and organizations by leading in exceptional services that cultivate a thriving community.

2024.07.08 - VERSION 4



VISION AND MISSION

The Vision and Mission are Trophy Club's purpose and long-term aspirations.



VISION & MISSION



Trophy Club will be a connected and vibrant town that provides an engaged and active community experience.

The Town of Trophy Club focuses on enriching the lives of our residents, businesses, visitors, and organizations by leading in exceptional services that cultivate a thriving community.



CORE VALUES

Core Values are guiding principles that shape the culture, behaviors, and decision-making within an organization.



CORE VALUES



Innovation:

- We strive to make significant improvements to public administration and/or the services provided to the community.
-



Integrity:

- We work towards the consistent alignment of, and adherence to, shared ethical values, principles and norms for upholding and prioritizing the public interest over private interests for the Town of Trophy Club.
-



Service:

- We work hard with dedication and respect for our residents and strive for excellence in the service of others.
-



Stewardship:

- We exercise integrity in upholding the highest ethical standards and promote trust and confidence in those we serve and serve with.
-



Teamwork:

- We treat one another with respect and dignity, fostering a harmonious and cohesive environment that promotes well-being and happiness for all.

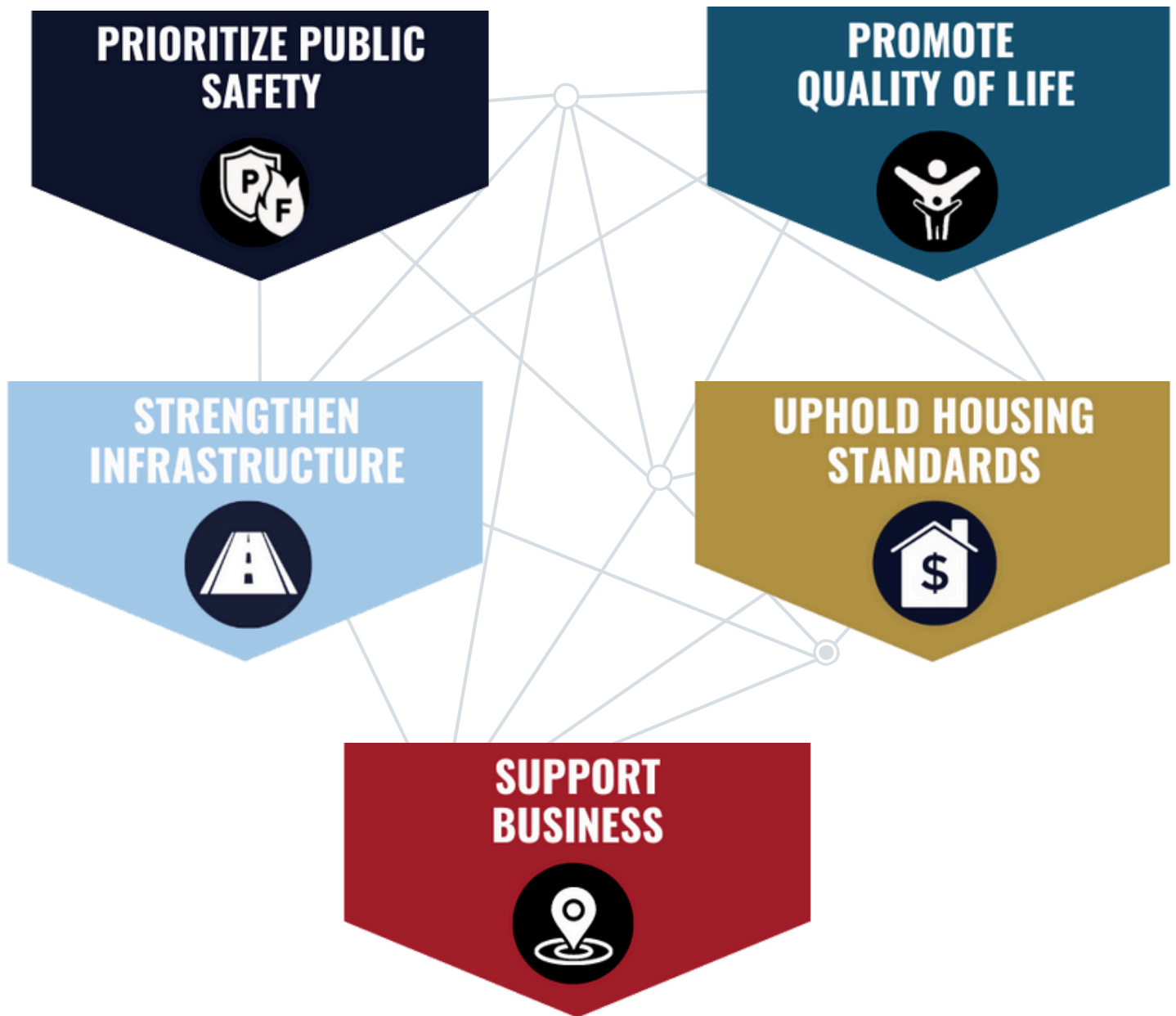


FOCUS AREAS

A Focus Area is the key area or priorities that an organization intends to concentrate on to achieve the mission and vision of the organization.



FOCUS AREAS



DESCRIPTIONS



PRIORITIZE PUBLIC SAFETY



Safeguard lives and protect property by actively engaging with the community.



PROMOTE QUALITY OF LIFE



Cultivate vibrant spaces and inclusive amenities to foster a thriving community.



DESCRIPTIONS



STRENGTHEN INFRASTRUCTURE



Strengthen infrastructure with proactive maintenance, improved connectivity, and utility coordination.



UPHOLD HOUSING STANDARDS



Enhance neighborhood desirability and uphold housing standards through partnerships and enforcement.



DESCRIPTIONS



SUPPORT BUSINESS



Create a thriving
business
environment
through partnerships
to support business
enterprises.



OBJECTIVES

Objectives are what we aim to accomplish within the Focus Area. These Objectives align with the organization's Mission and overall strategic goals.



OBJECTIVES

PRIORITIZE PUBLIC SAFETY



Safeguard lives and protect property by actively engaging with the community.

OBJECTIVES:

- Enhance community policing and public safety engagement.
- Strengthen emergency management preparedness and education.
- Create strategies to address safety needs.
- Enhance transparency, accountability, and engagement through communication channels.

PROMOTE QUALITY OF LIFE



Cultivate vibrant spaces and amenities for all ages to foster a thriving community.

OBJECTIVES:

- Create a comprehensive recreation program plan.
- Create, implement, and maintain a comprehensive master plan for Trophy Club's public parks and spaces with funding strategies.
- Beautify community neighborhood areas and medians through sustainable plantings, tree upkeep, and design elements.



OBJECTIVES

STRENGTHEN INFRASTRUCTURE



Strengthen infrastructure with proactive maintenance, improved mobility, and utility coordination.

OBJECTIVES:

- Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.
- Partner with the TC MUD No. 1, NISD, and surrounding stakeholders to coordinate capital projects.
- Coordinate utility improvements.

UPHOLD HOUSING STANDARDS



Enhance neighborhood desirability and uphold housing standards through cooperative policies and enforcement while preserving private property rights.

OBJECTIVES:

- Protect neighborhoods with targeted rental management.
- Improve aging in place options for residents.
- Create innovative redevelopment and enforcement strategies.



SUPPORT BUSINESS



Create a thriving business environment through policies and partnerships that support business enterprises.

OBJECTIVES:

- Develop policies that support a positive business environment and enhance Trophy Club's business aesthetics and cohesion.
- Redevelop and create successful business areas fostering a unique sense of place.
- Boost Trophy Club's brand visibility through strategic marketing efforts.



INITIATIVES

Initiatives are specific actions, projects, or programs undertaken to achieve the goals and objectives outlined in the plan. They are designed to address the Focus Areas identified in the Strategic Plan and are often accompanied by clear timelines, responsibilities, and resource allocations.



PRIORITIZE PUBLIC SAFETY



OBJECTIVE	INITIATIVE
Enhance community policing and public safety engagement.	• Establish community safety ambassadors to educate and engage residents in police and fire department safety and prevention programs, fostering trust and accessibility. • Create a unified voluntary database for elderly, homebound, and special needs residents to enhance fire and police assistance, while promoting community connections and proactive outreach to address public safety needs. • Create policies for consistent safety enforcement and implement a two-way communication process with the community for feedback and complaints, ensuring operational consistency.
Strengthen emergency management preparedness and education.	• Introduce a emergency management coordinator position to enhance community preparedness. • Craft a comprehensive crisis communication handbook and emergency management plan, define the Mayor's emergency communication responsibilities, and formulate an emergency management strategy.



INITIATIVES

PRIORITIZE PUBLIC SAFETY



OBJECTIVE

INITIATIVE

Create strategies to address safety needs.

- Enhance public safety on Town property by assessing and addressing traffic, mobility, and pedestrian concerns, with a focus on golf cart and biking safety in crosswalks and sidewalks.
- Develop a transportation safety plan to address speeding.

Enhance transparency, accountability, and engagement through communication channels.

- Initiate transparent and accountable public safety communication via the Town's multimedia strategy for education and alerts.
- Engage residents through two-way public safety communication.
- Develop public safety transparency pages showcasing statistics and policies, and explore integration of transparency tools with public safety departments.



INITIATIVES

PROMOTE QUALITY OF LIFE



OBJECTIVE

INITIATIVE

Create a comprehensive recreation program plan.

- Develop a comprehensive recreation program with a focus on cost recovery.
- Establish space for all ages and abilities for educational and recreational activities.

Create, implement, and maintain a comprehensive master plan for Trophy Club's public parks and spaces with funding strategies.

- Finalize a comprehensive master plan for parks and conduct a thorough inventory of the Town's park assets.
- Evaluate Town parks and trails to prioritize inclusive play areas for all ages and abilities.
- Seek grant opportunities.

Beautify community neighborhood areas and medians through sustainable plantings, tree upkeep, and design elements.

- Establish a uniformed sustainable design standards for Town medians.
- Develop a wayfinding directional signage package to enhance the Town's brand image, monumentation, and street signage.
- Promote and educate the community on the use of drought-tolerant plantings and native flora and fauna.



INITIATIVES

STRENGTHEN INFRASTRUCTURE



OBJECTIVE	INITIATIVE
Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.	• Identify and establish an asset management plan for all of Trophy Club's real and personal property. • Develop a 10-year maintenance and replacement plan for the Town's physical assets, setting funding targets, and actively pursue grant opportunities. • Implement a drainage/watershed analysis plan for Town-owned creeks and drainage areas. • Develop an ADA Transition Plan.
Partner with the TC MUD No. 1., NISD, and surrounding stakeholders to coordinate capital projects.	• Plan and coordinate integrated projects with partner organizations. • Streamline the MUD and Town relationship for improved efficiency.
Coordinate utility improvements.	• Strengthen notification and communication capabilities with the ROW permit process. • Coordinate utility partner upgrades, safeguarding resident interests, while reviewing and maintaining franchise agreements.



INITIATIVES

UPHOLD HOUSING STANDARDS



OBJECTIVE

INITIATIVE

Protect neighborhoods with targeted rental management.

- Analyze the long-term rental registration program and recommend program improvements.
- Initiate a short-term rental registration program to include the collection of hotel occupancy tax revenue.
- Analyze and strengthen the rental property code enforcement program to ensure compliance to community standards.

Improve aging in place options for residents.

- Develop senior oriented services and resources.
- Create policies for the development of senior active living communities.
- Establish best practices for permitting senior group homes and boarding homes.

Create innovative redevelopment and enforcement strategies.

- Assess existing residential zoning classifications and propose improvements.
- Develop policies to enhance and enforce property upkeep standards.



INITIATIVES

SUPPORT BUSINESS



OBJECTIVE

INITIATIVE

Develop policies that support a positive business environment and enhance Trophy Club's business aesthetics and cohesion.

- Collaborate with the EDC to promote state-compliant incentive programs for commercial projects and establish clear business area standards.
- Prioritize and enhance business code enforcement programs for commercial areas.
- Review business policies on renovation, signage, parking, and drainage to bolster business support.

Redevelop successful business areas fostering a unique sense of place.

- Continue redevelopment strategies and themes for the SH 114 corridor and other commercial areas.
- Incorporate commercial areas into the wayfinding and signage plan.

Boost Trophy Club's brand visibility through strategic marketing efforts.

- Reevaluate the Explore Trophy Club program for potential enhancements and recommendations.
- Identify local business groups and explore shared goals between the Town and businesses.



TASKS

Tasks offer a structured plan of action for staff to follow in order to meet the initiatives and objectives outlined by the Town Council. Each task will include a timeline to track progress and ensure that short-term and long-term goals are achieved.

HOW TO READ THE TASK SECTION

Task	The task sequence will outline the order in which the department(s) will complete the initiative. This will serve as the work plan for the department.
Timeline	The timeline will highlight the start date and potential completion date in red.
Funding	Funding information will be listed at the bottom of the task sheet. Each task is labeled sequentially from first to last, with any tasks that have funding obligations will be noted at the bottom, along with the funding source.

TASK SECTION LEGEND

The tasks will be color-coded according to the department responsible for each task. Some colors will be combined to show multiple departments working on that task.

Fire Dept	Police Dept	Finance Dept	Communications Dept	Parks & Rec Dept	Town Manager's Dept	Community Development Dept	HR Dept	Town Attorney
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A star signifies the initiative is prioritized in FY 2025 by the Town Council.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Enhance community policing and public safety engagement.

Initiative

Establish community safety ambassadors to educate and engage residents in police and fire department safety and prevention programs, fostering trust and accessibility.

Task

1

Enhance fire prevention efforts, improve public safety awareness, and bolster relationships with the community by implementing a certified Fire and Life Safety Educator within the fire department.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2

Enroll a firefighter in the Fire and Life Safety Educator course.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

3

Conduct a community-wide church safety training event dealing with crime deterrence and community safety during church gatherings.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

Task #3 will cost \$300 and will be funded by the Crime Control & Prevention Fund.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Enhance community policing and public safety engagement.

Initiative

Establish community safety ambassadors to educate and engage residents in police and fire department safety and prevention programs, fostering trust and accessibility.

Task

4

Develop LAFFS program to enhance fire and life safety initiatives via community engagement, education, and support.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Enhance community policing and public safety engagement.

Initiative

Create a unified voluntary database for elderly, homebound, and special needs residents to enhance fire and police assistance, while promoting community connections and proactive outreach to address public safety needs.

Task

- 1 Create a communication strategy to solicit participation from elderly, homebound, and special needs residents.

FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2

- 2 Update police department and fire department residents list to ensure accurate information when responding to calls for assistance.

FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2

- 3 Explore options for improved synchronization of data housed by the police and fire departments.

FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2

Task #1 will cost \$500 and will be funded by the General Fund.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Enhance community policing and public safety engagement.

Initiative

Create policies for consistent safety enforcement and implement a two-way communication process with the community for feedback and complaints, ensuring operational consistency.

Task

1

Initiate a plan to update with the community and Town Council when major Police Department policies change (Use of Force, Vehicle Pursuits, Racial Profiling). If the department makes a change to the policies, the Police Department will make a presentation during a public council meet informing the community of the change.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Strengthen emergency management preparedness and education.

Initiative

Introduce a emergency management coordinator position to enhance community preparedness.

Task

1

Draft an interlocal agreement with Roanoke for emergency management coordinator services.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2

Develop a work plan for emergency management services provided by the shared coordinator with Roanoke.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

Task #1 will cost \$10,000 and will be funded by the General Fund.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Strengthen emergency management preparedness and education.



Initiative

Craft a comprehensive crisis communication handbook and emergency management plan, define the Mayor's emergency communication responsibilities, and formulate an emergency management strategy.

Task

- 1 Research best practices in crisis communication and emergency management from other municipalities.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

- 2 Draft an interlocal agreement with Roanoke for emergency management coordinator services.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

- 3 Review emergency management plans for Roanoke and Denton County.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

Task #2 will cost \$10,000 and will be funded by the General Fund.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Strengthen emergency management preparedness and education.



Initiative

Craft a comprehensive crisis communication handbook and emergency management plan, define the Mayor's emergency communication responsibilities, and formulate an emergency management strategy.

Task

4

Review best practices in park and recreation facility and outdoor area emergency management plans and provide recommendations for inclusion in the emergency management plan.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

5

Organize a meeting with key stakeholders to define communication roles and responsibilities.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

6

Develop a draft outline, structure, and content for emergency operating procedures.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q1

Task #5 will be \$100 and will be funded by the General Fund.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Strengthen emergency management preparedness and education.



Initiative

Craft a comprehensive crisis communication handbook and emergency management plan, define the Mayor's emergency communication responsibilities, and formulate an emergency management strategy.

Task

7

Develop facility recommendations for park and recreation facilities and outdoor areas to identify opportunities for customer service improvement during emergency situations.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

8

Review and finalize a Town emergency operating procedures manual.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q1

9

Develop a draft outline, structure, and content for a crisis communication handbook.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q1

Task #8 will cost \$500 and will be funded out of the General Fund.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Strengthen emergency management preparedness and education.



Initiative

Craft a comprehensive crisis communication handbook and emergency management plan, define the Mayor's emergency communication responsibilities, and formulate an emergency management strategy.

Task

10

Review and finalize the crisis communication handbook and emergency communication strategy.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



11

Develop and conduct training sessions and simulations for town officials and staff on emergency management and communications protocols.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q1



Task #10 will cost \$500 and Task #11 will cost \$2,000 both will be funded out of the General Fund.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Create strategies to address safety needs.



Initiative

Enhance public safety on Town property by assessing and addressing traffic, mobility, and pedestrian concerns, with a focus on golf cart and biking safety in crosswalks and sidewalks.

Task

- 1 Create a traffic safety specialist team of specialists, community representatives, law enforcement officials, and street department personnel.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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- 2 Identify specific locations and areas for traffic, golf cart, and pedestrian safety concerns.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1
------------	------------	------------	------------	------------	------------	------------	------------	------------	------------

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- 3 Conduct a traffic, golf cart, and pedestrian safety audit for identified locations and areas with review and input from the traffic safety team.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1
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Task #3 will cost \$5,000 and will be funded by the General Fund.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Create strategies to address safety needs.



Initiative

Enhance public safety on Town property by assessing and addressing traffic, mobility, and pedestrian concerns, with a focus on golf cart and biking safety in crosswalks and sidewalks.

Task

- 4** Identify officer and street department training needs based on the traffic, golf cart, and pedestrian safety audit.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
------------	------------	------------	------------	------------	------------	------------	------------	------------	------------



- 5** Develop specialized enforcement plans to address traffic, golf cart, and pedestrian safety areas identified during the safety audit.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1
------------	------------	------------	------------	------------	------------	------------	------------	------------	------------



- 6** Review existing infrastructure including current pedestrian crosswalk flasher technology and replace flasher cabinets.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1
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Task #4 will cost \$10,000 and #6 will cost \$110,000 both will be funded by the General Fund.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Create strategies to address safety needs.



Initiative

Enhance public safety on Town property by assessing and addressing traffic, mobility, and pedestrian concerns, with a focus on golf cart and biking safety in crosswalks and sidewalks.

Task

- 7 Develop a media campaign to create awareness around traffic, golf cart, and pedestrian safety areas identified during the safety audit.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Create a traffic safety specialist team of specialists, community representatives, law enforcement officials, and street department personnel.

Initiative

Develop a transportation safety plan to address speeding.

Task

- 1 Create a traffic safety specialist team of specialists, community representatives, law enforcement officials, and street department personnel.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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- 2 Identify specific locations and areas for traffic, golf cart, and pedestrian safety concerns.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1
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- 3 Create a standard process for reviewing and analyzing speeding complaints.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1
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No funding has been allocated for this task.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Create a traffic safety specialist team of specialists, community representatives, law enforcement officials, and street department personnel.

Initiative

Develop a transportation safety plan to address speeding.

Task

4

Develop specialized enforcement and infrastructure plans to address speeding in areas identified by the traffic safety specialist team.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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5

Develop a media campaign to create awareness around traffic, golf cart, and pedestrian safety areas identified during the safety audit.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1
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No funding has been allocated for this task.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Enhance transparency, accountability, and engagement through communication channels.

Initiative

Initiate transparent and accountable public safety communication via the Town's multimedia strategy for education and alerts.

Task

1

Develop a comprehensive multimedia strategy and plan by identifying key messages, determining appropriate channels (social media, website, newsletter, etc.), and creating a content calendar for regular updates.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2

Review communication effectiveness by using analytics tools to measure reach and engagement and collecting feedback from the community to improve communication strategies.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

No funding has been allocated for this task.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Enhance transparency, accountability, and engagement through communication channels.

Initiative

Engage residents through two-way public safety communication.

Task

1

Develop a resident participation and engagement plan by identifying key stakeholders and community leaders to involve and planning outreach activities to ensure diverse community participation (i.e. National Night Out, Citizen's Academy, TCEVA, etc.)

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

FY27
Q3



2

Create and provide a broad digital presence to promote public safety engagement activities that are accessible and convenient using website, social media, TC Alerts and digital marquees.

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

FY27
Q3



No funding has been allocated for this task.



TASKS

PRIORITIZE PUBLIC SAFETY



Objective

Enhance transparency, accountability, and engagement through communication channels.

Initiative

Develop public safety transparency pages showcasing statistics and policies, and explore integration of transparency tools with public safety departments.

Task

- 1 Research and implement new software or tools such as dashboards and interactive maps to provide a smooth website experience for transparency.

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

FY27
Q3

- 2 Assist Public Safety Departments by displaying their collection statistics on crime rates, response times, and other key metrics including establishing a schedule for regular updates.

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

FY27
Q3

- 3 Work with the Communications Department to identify key department statistics such as incident types, response times, and public safety trends via the Town's public safety transparency site.

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

FY27
Q3

No funding has been allocated for this task.

TASKS

PROMOTE
QUALITY OF LIFE



Objective

Create a comprehensive recreation program plan.

Initiative

Develop a comprehensive recreation program with a focus on cost recovery.

Task

- 1 Perform a detailed assessment of current fees, programs, and revenues and expenses associated with current recreation programs.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

- 2 Conduct a request for qualifications procurement process to obtain a consultant to complete a comprehensive Parks & Recreation Master Plan to include a recreation program plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

- 3 Develop the recreation program plan to implement desired recreation programs at Town parks and facilities.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

Task #2 will cost \$250,000 and will be funded by the General Fund.



TASKS

PROMOTE
QUALITY OF LIFE



Objective

Create a comprehensive recreation program plan.

Initiative

Develop a comprehensive recreation program with a focus on cost recovery.

Task

4

Obtain Council approval on the comprehensive Parks & Recreation Master Plan to include project priorities and funding options.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

PROMOTE
QUALITY OF LIFE



Objective

Create a comprehensive recreation program plan.

Initiative

Establish space for all ages and abilities for educational and recreational activities.

Task

1

Identify locations, spaces, and partners to provide recreational programs and services as outlined in the recreation program plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2

Establish space for all ages and abilities for educational and recreational activities.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

Task #1 will have funding requirements, which will be established at a later date. It will be funded by the General Fund.



TASKS

PROMOTE
QUALITY OF LIFE



Objective

Create, implement, and maintain a comprehensive master plan for Trophy Club's public parks and spaces with funding strategies.

Initiative

Finalize a comprehensive master plan for parks and conduct a thorough inventory of the Town's park assets.

Task

1

Conduct a request for qualifications procurement process to obtain a consultant to complete a comprehensive Parks & Recreation Master Plan.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



2

Conduct an assessment and inventory of all existing park assets in Trophy Club including facilities, equipment, and natural areas.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q1



3

Create a communication strategy for public meetings and surveys to support public input into the master plan process.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q1



Task #1 will cost \$250,000 and Task #3 will cost \$500. Both will be funded by the General Fund.



TASKS

PROMOTE
QUALITY OF LIFE



Objective

Create, implement, and maintain a comprehensive master plan for Trophy Club's public parks and spaces with funding strategies.



Initiative

Finalize a comprehensive master plan for parks and conduct a thorough inventory of the Town's park assets.

Task

4

Finalize a detailed master plan for the development, maintenance, and funding of Trophy Club's public parks and spaces.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



5

Obtain Parks & Recreation Board and Town Council approval of the final Parks & Recreation Master Plan.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q1



No funding has been allocated for this task.



TASKS

PROMOTE
QUALITY OF LIFE



Objective

Create, implement, and maintain a comprehensive master plan for Trophy Club's public parks and spaces with funding strategies.

Initiative

Create, implement, and maintain a comprehensive master plan for Trophy Club's public parks and spaces with funding strategies.

Task

- 1 Develop a prioritized list of park capital projects to increase the use of inclusive play areas for all ages and abilities.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

- 2 Complete an inclusive play area review as part of the Parks Master Plan process to inventory the Town's park system.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

Task #2 will have funding requirements, which will be established at a later date. It will be funded by the General Fund.



TASKS

PROMOTE
QUALITY OF LIFE



Objective

Create, implement, and maintain a comprehensive master plan for Trophy Club's public parks and spaces with funding strategies.

Initiative

Seek grant opportunities.

Task

- 1 Research potential funding sources for federal, state, and local government grants related to parks and recreation.

FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2

- 2 Explore partnerships with businesses that have a vested interest in community development or corporate social responsibility programs.

FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2

- 3 Submit appropriate grant proposals.

FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2

No funding has been allocated for this task.



TASKS

PROMOTE
QUALITY OF LIFE



Objective

Beautify community neighborhood areas and medians through sustainable plantings, tree upkeep, and design elements.

Initiative

Establish a uniformed sustainable design standards for Town medians.

Task

- 1 Complete a median design standard plan as part of the Parks Master Plan process.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

- 2 Develop a prioritized list of median capital projects to ensure compliance with the median design standard plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

No funding has been allocated for this task.



TASKS

PROMOTE
QUALITY OF LIFE



Objective

Beautify community neighborhood areas and medians through sustainable plantings, tree upkeep, and design elements.

Initiative

Develop a wayfinding directional signage package to enhance the Town's brand image, monumentation, and street signage.

Task

1

Hire a consultant to conduct a needs assessment by studying key locations for wayfinding signage and gathering input from residents, businesses, and visitors on signage needs.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

2

Work with consultant to design concepts that reflect the town's brand image, creating visually appealing signage, and ensuring consistency in color, font, and style with existing town branding.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q1

3

Assist consultant with drafting of a comprehensive signage plan with maps and installation locations, presenting it to town officials and relevant committees for approval, and securing necessary permits and funding for the project.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q1

No funding has been allocated for this task.

TASKS

PROMOTE
QUALITY OF LIFE



Objective

Beautify community neighborhood areas and medians through sustainable plantings, tree upkeep, and design elements.

Initiative

Develop a wayfinding directional signage package to enhance the Town's brand image, monumentation, and street signage.

Task

- 4** Contract with a signage manufacturer, coordinating with public works for installation, and ensuring compliance with local regulations and standards.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

- 5** Launch a public awareness campaign to introduce the new signage system, creating informational materials explaining its purpose and benefits.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

Task #5 will have funding requirements, which will be established at a later date. It will be funded by the General Fund.



TASKS

PROMOTE QUALITY OF LIFE



Objective

Beautify community neighborhood areas and medians through sustainable plantings, tree upkeep, and design elements.

Initiative

Promote and educate the community on the use of drought-tolerant plantings and native flora and fauna.

Task

1 Explore partnerships to provide community education sessions for Texas native plantings.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

2 Create annual programming supporting Texas native plantings and education.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

3 Develop educational campaigns by creating materials such as brochures, guides, and videos on drought-tolerant plants and native species, organizing workshops and webinars on sustainable landscaping practices, and promotion on Town communication channels.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

No funding has been allocated for this task.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.

Initiative

Identify and establish an asset management plan for all of Trophy Club's real and personal property.

Task

- 1 Investigate asset management software systems to house property information within GIS.

FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2

- 2 Engage a survey company to develop survey records, including meets and bounds, for Trophy Club properties.

FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2

- 3 Integrate survey records into the Town's asset management software system.

FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2

Task #1 will cost \$35,000, Task #2 will cost \$20,000, and Task #3 will cost \$15,000. All tasks will be funded by the General Fund.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.

Initiative

Develop a 10-year maintenance and replacement plan for the Town's physical assets, setting funding targets, and actively pursue grant opportunities.

Task

1

Develop GIS mapping layers and assessment report to include location, age, and condition of the Town's physical assets to include roadways, sidewalks, drainage infrastructure, signs, streetlights, park lighting, facilities, fences, sound walls, and irrigation lines.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2

Develop standard maintenance and replacement schedules for identified physical assets.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

3

Utilizing the assessment report and maintenance/replacement schedules, develop a 10-year maintenance and replacement plan for the Town's physical assets.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

No funding has been allocated for this task.

TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.



Initiative

Develop a 10-year maintenance and replacement plan for the Town's physical assets, setting funding targets, and actively pursue grant opportunities.

Task

4

Prepare funding strategies and schedule the 10-year maintenance and replacement plan within the Town's Capital Improvement Plan and long-term debt financing schedule.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

5

Finalize a 10-year maintenance and replacement plan schedule for posting on the Town's website.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.

Initiative

Implement a drainage/watershed analysis plan for Town-owned creeks and drainage areas

Task

1 Issue an RFP for a drainage study consultant.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2 Conduct a comprehensive drainage assessment report to include mapping and infrastructure reports for Trophy Club's drainage areas.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

3 Develop a drainage infrastructure prioritized project list based on the assessment report.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

Task #1 will cost \$200,000 and will be funded by the Storm Drainage Utility Fund.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.

Initiative

Implement a drainage/watershed analysis plan for Town-owned creeks and drainage areas

Task

- 4** Create maintenance plan recommendations for inclusion in the Town's budget process.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

- 5** Prioritize drainage improvement projects into the Town's Capital Improvement Plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.

Initiative

Develop an ADA Transition Plan.

Task

1

Conduct a request for qualifications procurement process to obtain a consultant to complete a ADA transition plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2

Complete an ADA transition plan for the Town's infrastructure to include projects to comply with Federal law.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

3

Prioritize ADA transition capital projects into the Town's Capital Improvement Plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

Task #2 will cost \$100,000 and will be funded by the General Fund.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Partner with the TC MUD No. 1, NISD, and surrounding stakeholders to coordinate capital projects.

Initiative

Plan and coordinate integrated projects with partner organizations.

Task

1

Identify potential partner organizations we can partner with on upcoming projects.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

2

Establish clear communication channels, project goals, and address mutual interests and project needs.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

3

If needed create a formal MOU or partnership agreement outlining roles, responsibilities, and expectations for each organization.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

No funding has been allocated for this task.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Partner with the TC MUD No. 1, NISD, and surrounding stakeholders to coordinate capital projects.

Initiative

Plan and coordinate integrated projects with partner organizations.

Task

- 4 Develop a detailed project plan that integrates contributions from all partners, including tasks, timelines, and resources allocations.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

No funding has been allocated for this task.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Partner with the TC MUD No. 1, NISD, and surrounding stakeholders to coordinate capital projects.

Initiative

Streamline the MUD and Town relationship for improved efficiency.

Task

1

Establish regular team meetings to create clear communication channels between MUD representative and the town to discuss ongoing issues, upcoming projects, future needs, and concerns.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



2

Collaborate on long-term planning efforts to align the MUD and town goals, such as proactive infrastructure plans.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



3

Work with the MUD to develop communication coordination opportunities for water-related content, such as articles, videos, infographics, and FAQs, that address the community's needs and interest.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



No funding has been allocated for this task.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Coordinate utility improvements.

Initiative

Strengthen notification and communication capabilities with the ROW permit process.

Task

- 1 Investigate ArcGIS software systems to embed in the Town's website to house ROW permit information.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2
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- 2 Review the Town's ROW permit communication and notification processes and compare against best practices in other communities.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2
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- 3 Develop ROW permit materials that outlines public communication requirements and examples for applications. Identify key milestones and determine the key stages in the ROW permit process that require notifications.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2
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Task #1 will cost \$35,000 and will be funded by the General Fund.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Coordinate utility improvements.

Initiative

Strengthen notification and communication capabilities with the ROW permit process.

Task

4

Create a website dedicated to providing ROW permit information to residents.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

No funding has been allocated for this task.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Coordinate utility improvements.

Initiative

Coordinate utility partner upgrades, safeguarding resident interests, while reviewing and maintaining franchise agreements.

Task

1

Conduct a thorough evaluation of the town's existing permitting procedures by examining all relevant documentation, workflows, and stakeholder interactions to identify areas for improvement, ensure compliance with current regulations, and enhance efficiency in processing applications.

FY27
Q1

FY27
Q2

FY27
Q3

FY27
Q4

FY28
Q1

FY28
Q2

FY28
Q3

FY28
Q4

FY29
Q1

FY29
Q2



2

Revise and enhance the language of town permitting policies, guidelines, and contractual documents to ensure they clearly articulate the town's standards and expectations.

FY27
Q1

FY27
Q2

FY27
Q3

FY27
Q4

FY28
Q1

FY28
Q2

FY28
Q3

FY28
Q4

FY29
Q1

FY29
Q2



3

Create a detailed list for pre-con meetings.

FY27
Q1

FY27
Q2

FY27
Q3

FY27
Q4

FY28
Q1

FY28
Q2

FY28
Q3

FY28
Q4

FY29
Q1

FY29
Q2



No funding has been allocated for this task.



TASKS

STRENGTHEN INFRASTRUCTURE



Objective

Coordinate utility improvements.

Initiative

Coordinate utility partner upgrades, safeguarding resident interests, while reviewing and maintaining franchise agreements.

Task

4

Create a website dedicated to providing utility partner permit information to residents.

FY27
Q1

FY27
Q2

FY27
Q3

FY27
Q4

FY28
Q1

FY28
Q2

FY28
Q3

FY28
Q4

FY29
Q1

FY29
Q2



No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Protect neighborhoods with targeted rental management.

Initiative

Analyze the long-term rental registration program and recommend program improvements.

Task

- 1 Define the objectives and scope by clearly defining and determining boundaries of the analysis.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

- 2 Gather data on current program performance, and examine existing policies, procedures, and program guidelines related to the long-term rental registration.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

- 3 Analyze current program performance.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Protect neighborhoods with targeted rental management.

Initiative

Analyze the long-term rental registration program and recommend program improvements.

Task

4 Benchmark against other organizations best practices and other program innovations.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

5 Develop recommendations that comply with state and local regulations.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

6 Create an action plan with details and recommendation improvements including timeline, key employees, and resources required.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Protect neighborhoods with targeted rental management.

Initiative

Initiate a short-term rental registration program to include the collection of hotel occupancy tax revenue.

Task

- 1 Establish the primary goals of the program, such as compliance with state law and hotel occupancy revenue compliance and collection steps,

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

- 2 Investigate how other municipalities have implemented short-term rental programs and collected hotel occupancy tax revenue.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

- 3 Examine relevant local and state regulations regarding short-term rentals and ensure the program complies.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING
STANDARDS



Objective

Protect neighborhoods with targeted rental management.

Initiative

Initiate a short-term rental registration program to include the collection of hotel occupancy tax revenue.

Task

4

Design the registration program by defining registration requirements, including necessary documentation, fees, and eligibility criteria.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

5

Develop a method for collecting hotel occupancy taxes, including the calculation, reporting, and payment processes.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

6

Create detailed procedures for property owners to register their rentals. Online form, in-person application, etc. Maybe look into online portal capabilities.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Protect neighborhoods with targeted rental management.

Initiative

Initiate a short-term rental registration program to include the collection of hotel occupancy tax revenue.

Task

7

Launch the program through communication channels, community meetings, newsletters, to ensure property owners are aware of the new requirements.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Protect neighborhoods with targeted rental management.

Initiative

Analyze and strengthen the rental property code enforcement program to ensure compliance to community standards.

Task

1

Review existing program and ordinance to determine inefficiencies, discrepancies, and compliance requirements.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2

Gather data from the MUD, Denton County, and Tarrant County to determine addresses that could potentially be rental properties.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

3

Benchmark against best practices of other municipalities.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Protect neighborhoods with targeted rental management.

Initiative

Analyze and strengthen the rental property code enforcement program to ensure compliance to community standards.

Task

4

Make recommendations for potential changes to the rental program and/or ordinance to create consistency.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

5

Coordinate with the Police Department to establish a way to track and report ordinance violations.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

6

Develop clear and thorough inspection protocols to ensure and streamline the process for reporting and documenting violations, ensuring that reports are accurate and complete.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Protect neighborhoods with targeted rental management.

Initiative

Analyze and strengthen the rental property code enforcement program to ensure compliance to community standards.

Task

7

Roll out new program and increase public awareness through communication channels.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q1

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Improve aging in place options for residents.

Initiative

Develop senior oriented services and resources.

Task

- 1 Create an RFP for senior social service providers to be featured by the Town of Trophy Club.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



- 2 Create and design branded materials centered around senior oriented services and activities and communicate it across board platforms.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Improve aging in place options for residents.

Initiative

Create policies for the development of senior active living communities.

Task

1

Review and update current zoning map to address potential areas for future senior living communities.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

Task #1 will cost \$1,000 and be funded out of the General Fund.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Improve aging in place options for residents.

Initiative

Establish best practices for permitting senior group homes and boarding homes.

Task

1

Conduct a review of ordinances and best practices in municipal governments for regulating and permitting senior group homes and boarding homes, to include legal cases and frameworks.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



2

Organize a community input group to review neighborhood concerns with senior group homes and boarding homes in Trophy Club neighborhoods.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



3

Develop recommendations and conduct a Town Council Workshop to review potential ordinance improvements for regulating and permitting senior group homes and boarding homes.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Improve aging in place options for residents.

Initiative

Establish best practices for permitting senior group homes and boarding homes.

Task

4 Finalize ordinance change recommendations for submission to the Town Council.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

5 Obtain Town Council approval for recommended ordinance changes to improve regulation and permitting of senior group homes and boarding homes.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Create innovative redevelopment and enforcement strategies.

Initiative

Assess existing residential zoning classifications and propose improvements.

Task

- 1 Analyze existing zoning effectiveness by assessing current issues, evaluating current zoning outcomes, and benchmarking against best practices.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

- 2 Develop improvement proposals by formulating recommendations, drafting zoning code amendments, and assess impacts.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

- 3 Implement and monitor changes by developing an implementation plan, organizing public hearings to review and approve zoning code amendments.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Create innovative redevelopment and enforcement strategies.

Initiative

Develop policies to enhance and enforce property upkeep standards.

Task

1

Assess current standards and practices by gathering and reviewing current property regulations and standards. Evaluate the enforcement of those regulations and find any gaps or challenges.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2

Engage stakeholders to collect input about current issues, challenges, and desired improvements.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

3

Develop policy proposals for property upkeep, develop clear procedures for monitoring, reporting, and enforcing property upkeep standards, propose incentives for compliance and penalties for violations.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

UPHOLD HOUSING STANDARDS



Objective

Create innovative redevelopment and enforcement strategies.

Initiative

Develop policies to enhance and enforce property upkeep standards.

Task

4 Develop an implementation plan, and launch public awareness campaign.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

Task #4 will have funding requirements, which will be established at a later date. It will be funded by the General Fund.



TASKS

SUPPORT
BUSINESS



Objective

Develop policies that support a positive business environment and enhance Trophy Club's business aesthetics and cohesion.

Initiative

Collaborate with the EDC to promote state-compliant incentive programs for commercial projects and establish clear business area standards.

Task

1

Identify business incentive programs that comply with state laws and could enhance Trophy Club's business areas.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2

Arrange meetings with the EDC to present potential incentive programs

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

SUPPORT
BUSINESS



Objective

Develop policies that support a positive business environment and enhance Trophy Club's business aesthetics and cohesion.

Initiative

Prioritize and enhance business code enforcement programs for commercial areas.

Task

1 Review existing codes and regulations and evaluate enforcement practices.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

2 Identify Key Issues in current enforcement programs that need addressing, and develop recommendations.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

3 Engage business community for feedback on recommendations.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

SUPPORT
BUSINESS



Objective

Develop policies that support a positive business environment and enhance Trophy Club's business aesthetics and cohesion.

Initiative

Prioritize and enhance business code enforcement programs for commercial areas.

Task

4 Implement changes and train enforcement staff on new procedures.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

Task #4 will have funding requirements, which will be established at a later date. It will be funded by the General Fund.



TASKS

SUPPORT
BUSINESS



Objective

Develop policies that support a positive business environment and enhance Trophy Club's business aesthetics and cohesion.

Initiative

Review business policies on renovation, signage, parking, and drainage to bolster business support.

Task

1

Review and analyze policies that streamline renovation, encourage best practices in signage regulations, maintain efficient parking regulations, and regulate drainage practices. Identify any problem areas needing improvement.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

2

Design a survey and host focus groups with stakeholders to gether feedback on exisitng policies.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

3

Review best practices for surrounding municipalities.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

No funding has been allocated for this task.



TASKS

SUPPORT
BUSINESS



Objective

Develop policies that support a positive business environment and enhance Trophy Club's business aesthetics and cohesion.

Initiative

Review business policies on renovation, signage, parking, and drainage to bolster business support.

Task

- 4 Implement policy, and create a plan for rolling out new or revised policy to responsible parties.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



No funding has been allocated for this task.



TASKS

SUPPORT
BUSINESS



Objective

Redevelop and create successful business areas fostering a unique sense of place.

Initiative

Continue redevelopment strategies and themes for the SH 114 corridor and other commercial areas.

Task

- 1 Engage a consultant to develop a small area plan for area surrounding Town-owned property near SH 114 and Trophy Wood Drive.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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- 2 Develop a project webpage and video to explain the small area plan project.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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- 3 Conduct a community open house forum and online surveys for public input into desired uses for the small area plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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Task #1 will cost \$90,000, Task #2 will cost \$5,000, and Task #3 will cost \$250. All tasks will be funded out of the Economic Development Corporation Fund.



TASKS

SUPPORT
BUSINESS



Objective

Redevelop and create successful business areas fostering a unique sense of place.

Initiative

Continue redevelopment strategies and themes for the SH 114 corridor and other commercial areas.

Task

4

Create a draft small area plan document based on community input to include concept plans and implementation strategies to incentivize redevelopment of the small area plan location.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

5

Conduct a joint workshop of the Economic Development Corporation and Town Council to review the draft small area plan.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

6

Finalize the small area plan report and obtain approval from the Economic Development Corporation Board and the Town Council

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2

No funding has been allocated for this task.



TASKS

SUPPORT
BUSINESS



Objective

Redevelop and create successful business areas fostering a unique sense of place.

Initiative

Continue redevelopment strategies and themes for the SH 114 corridor and other commercial areas.

Task

7 Develop a website to house information about the finalized small area plan report.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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8 Develop incentive plans for the development of projects contained in the final small area plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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9 Update the Comprehensive Land Use Plan to reflect changes recommended by the small area plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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Task #7 will cost \$5,000 and be funded out of the Economic Development Corporation Fund.



TASKS

SUPPORT
BUSINESS



Objective

Redevelop and create successful business areas fostering a unique sense of place.

Initiative

Incorporate commercial areas into the wayfinding and signage plan.

Task

- 1 Incorporate commercial area directional signage into the Town's wayfinding and signage plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

- 2 Contract with vendors to construct and install appropriate commercial signage as depicted in the wayfinding and signage plan.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2

No funding has been allocated for this task.



TASKS

SUPPORT
BUSINESS



Objective

Boost Trophy Club's brand visibility through strategic marketing efforts.

Initiative

Reevaluate the Explore Trophy Club program for potential enhancements and recommendations.

Task

1

Review the Explore Trophy Club tourism program by defining its goals, strategies, and outcomes, gathering feedback from residents, visitors, and local businesses, and analyzing performance metrics and visitor data to identify strengths and weaknesses.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



2

Solicit feedback from key stakeholders, including local business owners, community leaders, and tourism experts to gather additional feedback and foster community involvement.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



3

Identify potential enhancements based on data and stakeholder input and creating a budget for implementing these recommendations, including potential funding sources.

FY25
Q1

FY25
Q2

FY25
Q3

FY25
Q4

FY26
Q1

FY26
Q2

FY26
Q3

FY26
Q4

FY27
Q1

FY27
Q2



No funding has been allocated for this task.

TASKS

SUPPORT
BUSINESS



Objective

Boost Trophy Club's brand visibility through strategic marketing efforts.

Initiative

Reevaluate the Explore Trophy Club program for potential enhancements and recommendations.

Task

- 4** Work with agency to provide a broad digital presence to enhance Explore Trophy Club program using website, social media, TC Alerts and digital marquees.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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- 5** Set clear success metrics and implementing a regular review process to assess performance and make adjustments as needed.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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- 6** Provide regular progress reports to the Town Council, stakeholders, and the community about the enhancements and their impact, while maintaining an open feedback loop for continuous input and adjustments.

FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4	FY26 Q1	FY26 Q2	FY26 Q3	FY26 Q4	FY27 Q1	FY27 Q2
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No funding has been allocated for this task.



TASKS

SUPPORT
BUSINESS



Objective

Boost Trophy Club's brand visibility through strategic marketing efforts.

Initiative

Identify local business groups and explore shared goals between the Town and businesses.

Task

1

Develop collaborative strategies such as establishing goals and creating an action plan for specific steps to achieving shared goals.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2
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2

Identify local business groups.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2
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3

Explore shared goals such as surveys and business sessions to gather insights on the needs of the businesses and identify their priorities and concerns.

FY27 Q1	FY27 Q2	FY27 Q3	FY27 Q4	FY28 Q1	FY28 Q2	FY28 Q3	FY28 Q4	FY29 Q1	FY29 Q2
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No funding has been allocated for this task.





STRATEGIC PLAN DEVELOPMENT

Trophy Club's Strategic Development Plan outlines the steps and processes we took to create, develop, implement, and monitor our Strategic Plan.



PLAN DEVELOPMENT

Trophy Club's Strategic Plan was collaboratively developed with input from the community, the Mayor, Town Council, and the Executive Team, ensuring comprehensive engagement and alignment with our town's Vision and Mission.

The Strategic Plan's development commenced in January 2024 and received final approval in October of the same year. This process unfolded through five pivotal phases:

1

Mayor and Council Input and Prioritization: The Mayor and Council provided valuable insights of the town's overarching vision.

2

Executive Team Development of Focus Areas and Objectives: Subsequently, the Executive Team spearheaded the development of focus areas and objectives, leveraging their expertise to craft strategic directions that align with organizational capabilities and aspirations.

3

Community Outreach for Input on Focus Areas and Objectives: Recognizing the importance of community engagement, the town actively sought input from residents, businesses, board and commissions, and stakeholders to ensure that the plan reflects the diverse needs and aspirations of the community.

4

Mayor and Council Prioritization: The Mayor and Council prioritized key initiatives, aligning the plan with the town's goals.

5

Implementation and Tracking of Key Initiatives: The final phase, Phase 5, focused on the implementation and tracking of key initiatives outlined in the strategic plan.

This structured approach to strategic planning underscores Trophy Club's commitment to transparency, inclusivity, and accountability, setting the stage for effective implementation and long-term success.



PLAN DEVELOPMENT

PHASE MAYOR AND TOWN COUNCIL INPUT

1



Per charter requirements section 9.05, the Town Council is to provide goals for the next fiscal year in January.

During the Council Retreat on January 11 & 12, 2024, the Council directed the Town Manager to draft Focus Areas and Objectives for approval at a later date, in preparation for the upcoming fiscal year.



PLAN DEVELOPMENT

PHASE 2

EXECUTIVE TEAM DEVELOPMENT OF MISSION & VISION, FOCUS AREAS & OBJECTIVES



Mind-Set

- Connectivity is a core feeling of our citizens
- Family friendly
- Experiences
- Safety

During the Director Retreat in March 21 & 22 of 2024, Directors brainstormed the current Vision.

Prior Vision: Trophy Club will be a safe and vibrant town defined by our investment into a life centered around community.

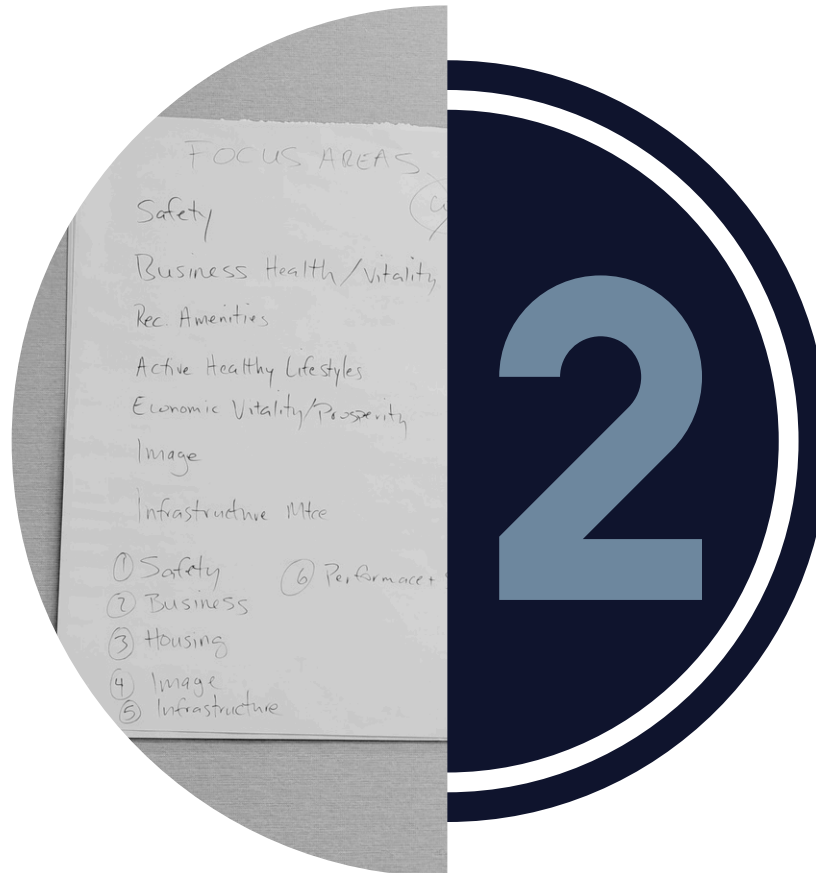
New Vision: Trophy Club will be a connected and vibrant town that provides an engaged and active community experience.



PLAN DEVELOPMENT

PHASE EXECUTIVE TEAM DEVELOPMENT OF MISSION & VISION

2



Mind-Set

- Sense of belonging
- Excellent Quality
- By leading in Exceptional Service

During the Director Retreat in March 21 & 22 of 2024, Directors brainstormed the current Mission.

Prior Mission: The Town of Trophy Club focuses on enriching the lives of our residents, businesses, visitors, and organizations by creating a welcoming environment and providing exceptional services that enable our community to thrive.

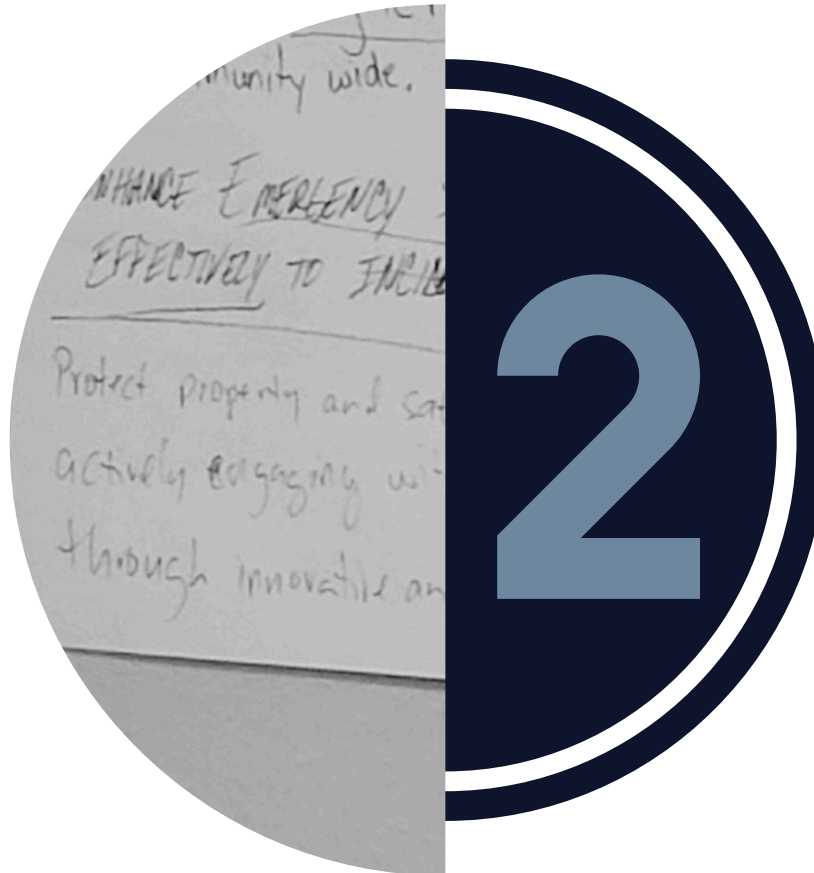
New Mission: The Town of Trophy Club focuses on enriching the lives of our residents, businesses, visitors, and organizations by leading in exceptional services that cultivate a thriving community.



PLAN DEVELOPMENT

PHASE EXECUTIVE TEAM DEVELOPMENT OF FOCUS AREA & OBJECTIVES

2



Mind-Set

- Safety
- Recreational Amenities
- Expand Quality of Life
- Business Health
- Economic Vitality

During the Director Retreat on March 21 & 22 of 2024, Directors brainstormed the current Focus Areas.

Developing the Town's focus areas for a Strategic plan involved a process aimed at aligning organizational goals with its Mission and Vision. These Focus Areas are broad enough to encompass multiple related objectives but specific enough to provide clear direction. Once identified, each area was refined, ensuring it is actionable, measurable, and aligned with the organization's strategic direction.



PLAN DEVELOPMENT

PHASE EXECUTIVE TEAM DEVELOPMENT OF FOCUS AREA & OBJECTIVES

2



Mind-Set

- **Community policing and Public Safety engagement**
- **Emergency management preparedness**
- **Education**
- **Partnerships**
- **Variety of businesses**
- **Customer Service**
- **Multi-generational (all abilities)**

During the Director Retreat on March 21 & 22 of 2024, Directors brainstormed the current Objectives.

Developing objectives for a Strategic Plan involves a process geared towards translating overarching goals into specific, actionable targets. It begins with a thorough examination of the organization's Mission, Vision, and identified Focus Areas. Then Objectives are designed to address the strategic priorities outlined in the focus areas that also contribute to the overall fulfillment of the organization's mission.



PLAN DEVELOPMENT

PHASE 3 COMMUNITY OUTREACH FOR INPUT ON FOCUS AREAS AND OBJECTIVES

3



On April 19, 2024, the Town distributed a community survey to collect feedback on the Focus Areas and Objectives developed during the previous Director's Retreat.

The survey received an excellent response rate, with 127 participants.



PLAN DEVELOPMENT

PHASE 3

COMMUNITY OUTREACH FOR INPUT ON FOCUS AREAS AND OBJECTIVES



On April 29th, May 1st-4th, and May 6th, the Town conducted focus groups to facilitate more in-depth conversations regarding the Focus Areas and Objectives.

Our focus groups included 22 board and commission members, two school district principals, three MUD Directors, and 21 residents, for a total of 48 participants.



PLAN DEVELOPMENT

PHASE

MAYOR AND COUNCIL PRIORITIZATION

4



On June 7th and 8th, the Town Council held a retreat to formulate initiatives for each objective and establish priorities for Fiscal Year 2025.

The Town Council and Directors refined their objectives to 16 and devised 45 initiatives to achieve them. On day two, both Town Council and the Directors collectively identified and prioritized six initiatives to concentrate on throughout the Fiscal Year 2024-2025.



PLAN DEVELOPMENT

PHASE IMPLEMENTATION AND TRACKING OF KEY INITIATIVES

5



In September 2024, the Executive Team developed a tracking report form and an online reporting website to monitor key initiatives and enhance transparency in their efforts to achieve the Objectives. The final strategic plan document was approved by the Town Council on October 14, 2024.

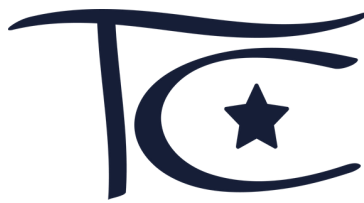


THANK YOU

The Town of Trophy Club team would like to extend our heartfelt gratitude to the community for its invaluable support and input throughout this process. We appreciate the leadership demonstrated by the Town Council and their steadfast guidance as we chart our path forward.

Additionally, we wish to express our gratitude to our Town Manager and staff for their dedication to formulating a transparent plan aimed at fulfilling our future objectives.





Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262
www.trophyclub.org/strategicplan





TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM:

AGENDA ITEM: Consider a resolution petitioning the State of Texas to designate Trophy Club as the "Texas Town of Patriots." (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: The Town of Trophy Club first raised the American flag at the intersection of SH114 and Trophy Club Drive in 1985, marking the beginning of a long tradition of patriotism woven into the Town's fabric. Today, the large, waving flag at the Town's entrance stands as a proud symbol, representing "a great place to call home" for residents and a warm welcome to all visitors.

The Town is proposing for consideration the unique expression of patriotism in Trophy Club, supported by Texas Representative Ben Bumgarner and Texas Senator Tan Parker, to be presented to the Texas State Legislature. This initiative aims to underscore the distinct ways in which the Trophy Club community embodies and celebrates patriotism, setting Trophy Club apart as a model of civic pride and engagement.

Trophy Club's rich patriotic history includes a large 20x38 flat at the Trophy Club Drive entrance to the community along with seven other high-profile areas, the inclusion of a star into the Town's logo redesign of 2014, naming Trophy Club parks with thoughtful reflection of the community's deep-rooted patriotism, the construction of a Veterans Memorial in 2012, the formation of the Stars & Stripes Committee planting American flags on every street and every neighborhood, and naming the Town's first K9 unit Indy. Patriot associations such as the Honor Our Wounded Military Foundation, Metroport Veterans Association, Trophy Club Rotary, and Trophy Club Emergency Volunteer Association also make ongoing contributions to the community's sense of patriotism. The Town also sponsors several patriotic-themed events throughout the year reinforcing the Town's commitment to recognizing its importance to residents and visitors.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: There is no financial impact associated with this agenda item.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution

2. Exhibit A: Where Texas Pride Meets American Spirit

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution petitioning the State of Texas to designate Trophy Club as the "Texas Town of Patriots."

**TOWN OF TROPHY CLUB, TEXAS
RESOLUTION NO. 2024-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, PETITIONING THE TEXAS STATE LEGISLATURE TO DESIGNATE THE TOWN OF TROPHY CLUB AS THE “TEXAS TOWN OF PATRIOTS”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club (the “Town”) first raised the American flag at the intersection of SH114 and Trophy Club Drive in 1985, marking the beginning of a long tradition of patriotism woven into the Town’s fabric; and

WHEREAS, today, the large, waving American flag at the Town’s entrance stands as a proud symbol, representing “a great place to call home” for residents and a warm welcome to all visitors; and

WHEREAS, the Town desires to receive acknowledgement and consideration from the State of Texas Legislature for the unique expression of patriotism in the Town; and

WHEREAS, this desire is supported by Texas Representative Ben Bumgarner and Texas Senator Tan Parker; and

WHEREAS, this initiative aims to underscore the distinct ways in which the Town’s community embodies and celebrates patriotism, setting the Town apart as a model of civic pride and engagement; and

WHEREAS, the list of patriotic elements rooted in the Town’s history and the everyday lives of its residents are presented in **Exhibit A**, which is attached to this resolution and entitled “Where Texas Pride Meets American Spirit”;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct and are incorporated into this resolution as if fully set forth herein.

SECTION 2. The Town hereby presents **Exhibit A** as a summary of the Town’s longstanding and unwavering commitment to patriot pride.

SECTION 3. The Town hereby requests that the State of Texas take all steps necessary to designate the Town of Trophy Club, Texas, as the “Texas Town of Patriots”. The Town hereby also recognizes the significant contributions made by Texas Representative Ben Bumgarner and Texas Senator Tan Parker to introduce this item during the 89th Legislative Session.

SECTION 4. This resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE _____ DAY OF _____ 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

Exhibit A

**TROPHY CLUB WHITE PAPER:
“WHERE TEXAS PRIDE MEETS AMERICAN SPIRIT”**



TROPHY CLUB

WHERE TEXAS PRIDE MEETS AMERICAN SPIRIT

This submittal will provide evidence for the request based on the history and growth of patriotism in Trophy Club, the community involvement in fostering the commitment of love shown in patriotism, and the town-sponsored events that build community, family, neighborhoods, and service uniting around love for the country.

SUBMITTAL DATE :

September 2024

www.trophyclub.org



Welcome to Trophy Club, TX

Prepared by

JEANNETTE TIFFANY, MAYOR

+682.237.2900

1 Trophy Wood Drive
Trophy Club, TX 76262

SCOPE OF PROPOSAL

The Town of Trophy Club first raised the American flag at the intersection of SH114 and Trophy Club Drive in 1985, marking the beginning of a long tradition of patriotism woven into the town's fabric. Today, the large, waving flag at the town's entrance stands as a proud symbol, representing "a great place to call home" for residents and a warm welcome to all visitors.

We are proposing for consideration the unique expression of patriotism in Trophy Club. The following will be proposed as a foundation for a proclamation to be sponsored by Texas Representative Ben Bumgarner and Texas State Senator Tan Parker, to be presented to the Texas State Legislature.

This initiative aims to underscore the distinct ways in which our community embodies and celebrates patriotism, setting Trophy Club apart as a model of civic pride and engagement.



Trophy Club History



Trophy Club's rich history is a testament to the patriotic spirit that has shaped our town into the beautiful, safe, and well-maintained community oasis it is today. The hard work and dedication of our residents led to the town's incorporation in 1985, marking a pivotal moment in our journey. From its origins as a small, golf-centric retreat for Dallas executives and retirees, Trophy Club has grown into a premier North Texas residential community. As the first master-planned community in Texas, Trophy Club proudly boasts over 1,000 acres of parks, 36 holes of golf winding through neighborhoods and protected woodlands, an efficient local government, and so much more. Our town's charm is enhanced by the diverse home options and the active participation of our residents in community activities, schools, churches, clubs, organizations, and town advisory groups.

"From our humble beginnings to a thriving community, Trophy Club's journey is a testament to progress fueled by unity, dedication, and unwavering spirit."



At the heart of Trophy Club, the intersection of Trophy Club Drive and SH114 stands as a beacon of patriotism. Since the early 1970s, families have gathered here for picnics, parades, and fireworks to celebrate the 4th of July. In 1985, the raising of the American flag symbolized our town's deep commitment to our nation and God.

Today, families are drawn to Trophy Club because they feel the patriotism that permeates our community—the love, unity, pride, and unwavering devotion to our homeland and military. This spirit is more than a tradition; it's the very essence of what makes Trophy Club home.

Trophy Club Patriotism



"Built on a foundation of perseverance and pride, Trophy Club's progress shines as a beacon of community strength and shared vision."



"Trophy Club embodies the true spirit of community—neighbors united by shared interests and a common purpose. Our community events are designed to bring people together, inspire connections, and celebrate the strength of our families and the broader community. These gatherings promote volunteerism, strengthen bonds, and encourage a spirit of service among residents of all ages."



Trophy Club Patriotism |



OUR TOWN, OUR FLAGS

The Town of Trophy Club proudly displays the Flag of the United States of America. As you enter our town on Trophy Club Drive or Trophy Lake Drive, you can't miss the beautiful 20x38 Star-Spangled Banner greeting residents and visitors alike. It's a symbol of unity, freedom, and democracy, and for many, it represents the sacrifices made by those who have served the nation.

Not only do we proudly display Old Glory for all those passing by on Hwy 114, but we also have several locations within our town that display the Red, White, and Blue, the Texas State Flag, the National League of Families POW/MIA Flag, and the Town of Trophy Club Flag.



FLAG LOCATIONS

- Trophy Club Drive
- Trophy Lake Drive
- Trophy Club Fire Station
- Harmony Park
- Town Hall
- Independence Park East
- Military Veteran's Memorial Park
- Municipal Utility District



These awe-inspiring tributes to patriotism require ongoing maintenance and care to ensure flag etiquette and appearance. The Trophy Club Fire Department has the privilege of managing these sites.

Trophy Club Patriotism |



TOWN OF TROPHY CLUB LOGO

In 2014, the Town of Trophy Club made a deliberate decision to incorporate a star as a key element in the upgraded town logo. This design choice was intentional, aiming to capture and reflect the deep sense of patriotism that resonates within our community. The star, selected among various iterations, was chosen for its ability to embody this patriotic spirit. Additionally, the logo features a red, white, and blue color palette, further reinforcing our community's strong sense of pride and unity. This branding update was an essential step in aligning our visual identity with the values and sentiments that define Trophy Club.

"By incorporating patriotism into our town logo, we proudly weave our love for country into the very fabric of Trophy Club's identity, reflecting the unity and pride that define our community."





Trophy Club Patriotism |

TROPHY CLUB PARKS

The naming of parks in Trophy Club is a thoughtful reflection of the community's deep-rooted patriotism and shared values. Each park's name was chosen with great intentionality, aiming to honor the principles and ideals that resonate with our residents.



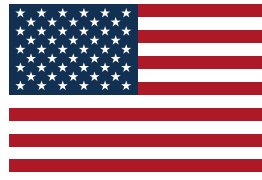
PARK NAMES

- Independence Park
- Harmony Park
- Freedom Dog Park
- Veteran's Memorial Park
- Trophy Club park



These names serve as a tribute to the spirit of unity, freedom, and respect for those who have served our country. This deliberate approach to naming our parks ensures that they are not just spaces for recreation but also symbols of the pride and patriotism that define Trophy Club.

Trophy Club Patriotism



"The Trophy Club Veterans Memorial Park, with its commemorative bricks, is a lasting tribute to our heroes and a testament to the deep patriotism within our community. This collaborative effort honors those who have served and reinforces the enduring spirit that defines Trophy Club."

TC VETERAN'S MEMORIAL

The parkland is a place for rest, prayer, and memory to honor the six service branches. The memorial is a result of the vision of two veterans. In 2012, under the leadership of the Trophy Club Women's Club, private donations of \$30,000 were raised, establishing the veteran's memorial. The Town of Trophy Club donated the land and is the current proprietor of the memorial in association with the Metroport Veterans Association. The memorial features:

- Monuments honoring each of the Military Service Branches, including POW/MIA heroes, and the new Space Force Branch.
- A bronze statue of a military dog

The Trophy Club Veteran's Memorial Park offers community members a meaningful way to honor our heroes through the purchase of commemorative bricks. This feature is a powerful testament to the deep patriotism that thrives within Trophy Club. The Veterans Memorial project itself was a collaborative effort between the Trophy Club Women's Club, Metroport Veterans Association, and the Town of Trophy Club, bringing together the community to create a lasting tribute to those who have served our country. To date, there are over 81 bricks which have been purchased and placed in the park. This initiative continues to provide residents with a unique opportunity to support our heroes and reinforce the enduring spirit of patriotism that defines our community.

Trophy Club Patriotism



STARS AND STRIPES VOLUNTEER COMMITTEE

The Town of Trophy Club's Stars & Stripes Committee proudly organizes an eleven-year community tradition of planting American flags along EVERY street and EVERY neighborhood annually leading up to the Fourth of July Celebration!



This event began with a generous resident donor who provided 10,000 flags, and it has since grown into a remarkable display of patriotism, with 36,000 to 40,000 flags now flying each year to honor America's Independence. The tradition is sustained by community members who purchase and plant the flags, creating a powerful and visible expression of national pride. Managed by the dedicated Trophy Club Stars & Stripes volunteer team, this event has become a significant and cherished part of the community, fostering widespread investment in patriotism.



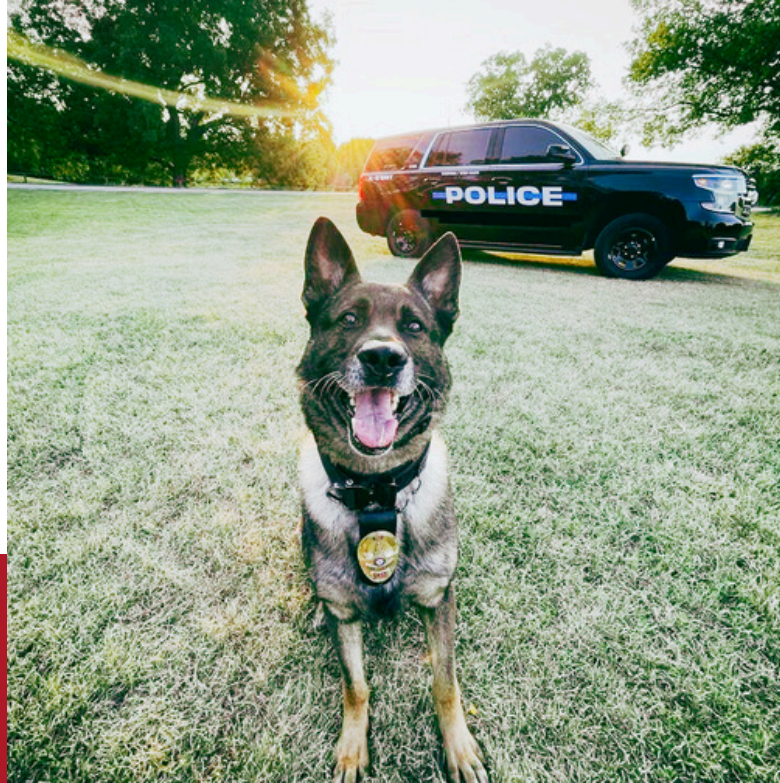
Trophy Club Patriotism



K9 INDY

The naming of Trophy Club's first K9 officer, K9 Indy, was a deliberate nod to the patriotic spirit that runs deep within our community. K9 Indy, who recently retired after a distinguished career in 2024, exemplified the bravery and dedication that we hold dear in Trophy Club. Born in Hungary and paired with Sergeant Barry Sullivan in 2015, Indy quickly became an invaluable member of the Trophy Club Police Department. His name, "Indy," was chosen to reflect the spirit of independence and patriotism that defines our town.

"K9 Officer Indy was named to honor the spirit of freedom—a reminder of the independence and courage that protect and serve our community every day."



Throughout his service, K9 Indy played a critical role in keeping Trophy Club safe, leading to the seizure of over 4 tons of narcotics and assisting in numerous successful operations. Beyond his impressive work, Indy became a beloved figure in the community, known not just for his keen instincts but also for his gentle nature.

Indy's legacy will live on in Trophy Club, where his name will continue to symbolize the values of courage, service, and patriotism that our community holds dear. As we prepare to welcome a new K9 officer, we honor Indy's contributions and the strong bond he forged between our police force and the residents they protect.



Patriot Associations

LED BY MEMBERS OF THE COMMUNITY

HONOR OUR WOUNDED MILITARY FOUNDATION

The foundation was established in 2013 by interested TC residents and local veterans. It has raised over \$2 million. At its inception, the name was Trophy Club Salutes Wounded Warriors.

After a couple of years that name was thought to be too close to the national Wounded Warriors Project organization, so our name was changed to Honoring Our Wounded Military. HOWM has never had any direct association with any other charity.

Over the years, we have donated to charities such as the Wounded Warrior Project, the Semper Fi America's Fund, Homes for Our Troops, 22Kill, which became One Tribe, Texas Sentinels, and Patriot Anglers.

All of the funds raised go directly to support post-9/11 wounded military members, both physical and PTSD or traumatic brain injuries.



This has become a far-reaching event, with one of its major fundraising activities taking place at the Trophy Club Country Club Golf Tournament. HOWM has always been a 100% volunteer organization.





Patriot Associations

LED BY MEMBERS OF THE COMMUNITY

METROPORT VETERANS ASSOCIATION

In July 2015, three dedicated veterans from Trophy Club came together with a shared vision: to establish a veterans group within the community that would serve as a support network and a source of camaraderie for those who had served their country. This vision led to the creation of the "Trophy Club Veterans Association." Recognizing the value of expanding their reach and impact, the group broadened its scope two years later to form the "Metroport Veterans Association," welcoming veterans from the neighboring communities of Southlake, Keller, Argyle, Roanoke, and Northlake.

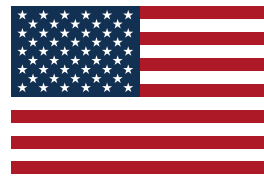
Over the years, we have donated to charities such as the Wounded Warrior Project, the Semper Fi America's Fund, Homes for Our Troops, 22Kill, which became One Tribe, Texas Sentinels, and Patriot Anglers.

The Metroport Veterans Association embodies the deep sense of patriotism and community pride that characterizes Trophy Club and its surrounding areas.



This organization serves as a vital resource for veterans, offering a space for fellowship, mutual support, and a shared commitment to honoring the sacrifices made in service to our nation. The association hosts monthly meetings every second Saturday at a local restaurant, providing an opportunity for veterans to connect, share their experiences, and continue serving their community through various initiatives. The Metroport Veterans Association is more than just a group—it's a living testament to the enduring spirit of patriotism that unites these communities.





Patriot Associations

LED BY MEMBERS OF THE COMMUNITY

TROPHY CLUB ROTARY

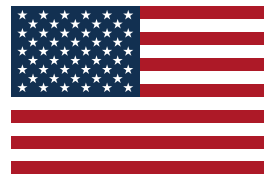
The Trophy Club Rotary Club is deeply committed to supporting our community and honoring the patriotism of our **first responders**. These brave men and women are the first to arrive in emergencies, risking their lives to protect others. In recognition of their dedication, the Rotary Club hosts an annual special event in partnership with the Trophy Club Police and Fire Departments. This event features interactive displays, demonstrations, and activities to honor and appreciate our first responders, including a Trunk or Treat, scholarships for first responders' children, and recognitions for the Firefighter and Police Officer of the Year.

This event features interactive displays, demonstrations, and activities to honor and appreciate our first responders, including a Trunk or Treat, scholarships for first responders' children, and recognitions for the Firefighter and Police Officer of the Year.



The Trophy Club Rotary, part of Rotary International, is dedicated to community service, leadership, and fostering goodwill. With a motto of "Service Above Self," the club supports local charities like Hearts for Homes and engages in various projects that benefit the community. Each year, around Arbor Day, they donate and plant a tree to commemorate and support Trophy Club's designation as a "Tree City." The club also offers opportunities for leadership development and networking among service-minded individuals.





Patriot Associations

LED BY MEMBERS OF THE COMMUNITY

TROPHY CLUB EMERGENCY VOLUNTEER ASSOCIATION

The Trophy Club Emergency Volunteer Association (TCEVA) has a mission to assist the Town of Trophy Club Public Safety Department and its members in any way possible to provide the necessary services to the citizens and the community. The TCEVA's mission can only be conducted if there is a strong feeling of Patriotism. The Wikipedia definition of Patriotism "is the feeling of love, devotion, and a sense of attachment to a country or state. This attachment can be a combination of different feelings for things such as the language of one's homeland and its ethnic, cultural, political, or historical aspects. It may encompass a set of concepts closely related to nationalism, mostly civic nationalism and sometimes cultural nationalism". The TCEVA mirrors that definition.

Patriotism to our Community starts with the pride that we have in our home, the citizens that make our community, and the physical area that defines our township. This is where our mission really comes into play and our allegiance to the Community is the strongest. We serve the Community in many ways.

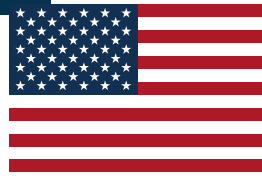


The TCEVA is dedicated to supporting key national events, particularly those honoring veterans. Their involvement includes the **Patriot Day 9/11 Service**, **Veterans Day**, **Wreaths Across America** at Medlin Cemetery, **Memorial Day Ceremony**, **Medal of Honor Recipients Motorcade**, and the **Fourth of July celebrations**.



ANNUAL TC PATRIOTIC

COMMUNITY EVENTS



Trophy Club is a community wrapped in the American flag, with events that proudly showcase their deep civic pride and dedication to the nation. These gatherings reflect the town's unwavering commitment to patriotism and the values that unite its residents.



MEDAL OF HONOR MOTORCADE CELEBRATION

ANNUALLY IN APRIL

EVENT DESCRIPTION

Each year, the community comes together in a powerful display of patriotism and unity to honor the Medal of Honor motorcade as it passes through our town on its way to Gainesville, Texas. Residents of all ages gather along the route, waving flags and cheering, to show their deep respect and gratitude for those who have sacrificed so much for our country. This annual event is a heartfelt tribute, where our community rallies together to honor the bravery and service of Medal of Honor recipients, reflecting the strong patriotic spirit that defines Trophy Club.

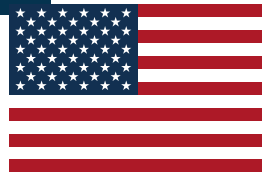


MEMORIAL DAY CEREMONY

ANNUALLY IN MAY

EVENT DESCRIPTION

The inaugural service, held in May 2016, was a powerful demonstration of Trophy Club's deep patriotism. Organized by a dedicated team of local veterans, in partnership with the Town Council and Medlin Cemetery Board, the service honors military traditions and protocols. Attracting 100-150 attendees from Fort Worth to Denton, the event features participation from state, county, and local dignitaries, reflecting the community's strong commitment to honoring those who serve our nation.



ANNUAL TC PATRIOTIC

COMMUNITY EVENTS

Trophy Club is a community wrapped in the American flag, with events that proudly showcase their deep civic pride and dedication to the nation. These gatherings reflect the town's unwavering commitment to patriotism and the values that unite its residents.



FOURTH OF JULY CELEBRATION

ANNUALLY IN JULY

EVENT DESCRIPTION

Trophy Club's patriotism is powerfully expressed in its annual Fourth of July Celebration, where thousands of residents and regional participants unite for events such as the Patriot 5K, the Parade of Patriots honoring local heroes, and a dazzling fireworks display. These festivities are more than just a day of fun—they're a vibrant showcase of the community's deep-rooted national pride, bringing friends and neighbors together in a shared celebration of our freedoms and the values that bind the town together.

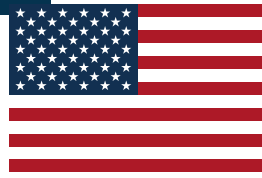


PATRIOT DAY CEREMONY

ANNUALLY IN SEPTEMBER

EVENT DESCRIPTION

TC's patriotism is embodied in its annual Patriot Day Ceremony, where the community gathers to honor the lives lost on September 11, 2001. A powerful symbol of this commitment is the Memorial Monument, constructed in front of the fire station using a piece of steel from Tower 2 at Ground Zero, secured with the help of Congressman Michael Burgess. Unveiled on November 11, 2016, the monument stands as a lasting tribute to the heroes and victims of that day. The 9/11 Memorial service is a solemn reminder of the unity and enduring patriotic spirit that define the community.



ANNUAL TC PATRIOTIC

COMMUNITY EVENTS

Trophy Club is a community wrapped in the American flag, with events that proudly showcase their deep civic pride and dedication to the nation. These gatherings reflect the town's unwavering commitment to patriotism and the values that unite its residents.



NATIONAL DAY OF SERVICE AND REMEMBRANCE

FIRST EVENT IN SEPTEMBER

EVENT DESCRIPTION

Trophy Club will host its first-ever National Day of Service and Remembrance Community Clean-Up event, a meaningful initiative designed to bring the community together in a collective effort to honor the legacy of September 11th through service. This event encourages residents to participate in beautifying and improving public spaces, reinforcing the town's commitment to civic responsibility and unity. It stands as a powerful reminder of the impact that collective action and community spirit can have in honoring those we lost and the values we share.

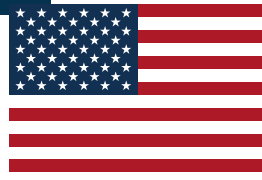


NATIONAL FIRST RESPONDERS DAY EVENT

ANNUALLY IN OCTOBER

EVENT DESCRIPTION

The Trophy Club Rotary hosts the annual National First Responders Day Event every October, a heartfelt tribute to the brave men and women who serve as first responders. This community-centered event features a special ceremony to honor their dedication and sacrifices, bringing together residents and local leaders to express gratitude for those who protect and serve. The event underscores Trophy Club's strong commitment to supporting and celebrating the heroes within our community.



ANNUAL TC PATRIOTIC

COMMUNITY EVENTS

Trophy Club is a community wrapped in the American flag, with events that proudly showcase their deep civic pride and dedication to the nation. These gatherings reflect the town's unwavering commitment to patriotism and the values that unite its residents.



VETERANS DAY CELEBRATION

ANNUALLY IN NOVEMBER

EVENT DESCRIPTION

TC's annual Veterans Day Celebration is a heartfelt tribute to the men and women who have served in our nation's armed forces. Held at the Veterans Memorial in Independence Park every November 11th, this event brings the community together to honor the sacrifices and dedication of our veterans. The ceremony features special presentations, patriotic music, and moments of reflection, all designed to show our deep appreciation for those who have defended our freedom.

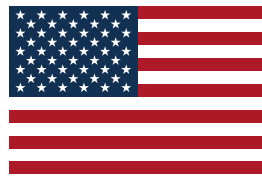


WREATHS ACROSS AMERICA TC

ANNUALLY IN DECEMBER

EVENT DESCRIPTION

The Medlin Cemetery in Trophy Club joined the Wreaths Across America network in 2019 to honor military service members by placing live wreaths on the headstones of 74 veterans. This annual tradition, held in conjunction with the Arlington National Cemetery ceremony, is a living memorial to veterans and their families. The event, coordinated with local departments and the Metroport Veterans Association, is supported by community patriots who sponsor wreaths and participate in the ceremony, making it a solemn moment of reflection and gratitude.



CONCLUSION

THANK YOU FOR YOUR CONSIDERATION

Thank you for considering Trophy Club as a community wrapped in patriotism. We hope these examples and illustrations of our dedication to honoring and supporting our nation and its heroes demonstrate our unwavering commitment to being recognized as a true community of patriots. Your recognition would further affirm the pride we take in upholding the values that bind us together.

PHONE :

682.237.2900

WEBSITE :

www.trophyclub.org

ADDRESS :

1 Trophy Wood Drive, Trophy Club, TX 76262



THANK YOU!

Tiffany

"Our community in Trophy Club is built on a foundation of patriotism and unity. We take immense pride in honoring our nation and those who serve it. The events and traditions we hold dear are a testament to the strong, unwavering spirit of our residents, who come together time and again to celebrate and uphold the values that make our town so special."

— Mayor Tiffany
Town of Trophy Club



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 14, 2024

FROM:

AGENDA ITEM: Consider a resolution consenting to the expansion of the Trophy Club Municipal Utility District No. 1 within the corporate boundaries of and to include all areas within the Town of Trophy Club. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: Trophy Club Municipal Utility District No. 1, is a district created pursuant to Section 59, Article XVI, Texas Constitution and Texas Water Code Ch. 54 (the "District") and exists within the corporate boundaries of the Town of Trophy Club. Under Texas Water Code Ch. 54, the Town may grant its written consent to the expansion of the District's boundaries within the corporate limits of the Town.

The Town and District have a joint interest in increasing and improving efficiency and effectiveness of local government by expanding the District's boundaries to include the entire corporate limits of the Town. With this request, the Town and District will petition the Texas Commission on Environmental Quality to authorize the District's boundaries to expand to include the entire corporate limits of the Town.

Expanding the District's boundaries will have the following benefits for Trophy Club residents:

- The overall goal is to align the District's boundaries with its service territory. When that happens, the District can assume all water assets with sole responsibility for water and sewer services in Trophy Club. This can also allow the Town to assume all fire department assets with sole responsibility for fire services in Trophy Club.
- This change improves taxation representation. All those who receive water and sewer services through the District will have a vote to select District board members including a voice in future rates and/or tax levels.
- The change will improve governance of the Town's fire department, which right now is divided between decisions of the District Board and the Town Council. Planning by one government body improves long-term needs for personnel levels and equipment needs.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The District collects funding for water services in addition to fire services. Water/sewer service is paid for by usage fees that are billed monthly by the District. Water/sewer bills pay for the delivery of water and sewer services. Water/sewer bills will not

change. Fire services are paid through either a District property tax collected in your property tax payment or a public improvement district (“PID”) assessment collected either through a tax assessment or a portion through the monthly water/sewer bill statement. If the District expands its boundaries, everyone in Trophy Club will pay for fire services through the District property tax as there will be no need for the PID assessment.

Some residents may see a slight increase or slight decrease as the amount transitions from a PID assessment to a District property tax; however, the overall amount of funding collected for fire services is not anticipated to change through the boundary change.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution consenting to the expansion of the Trophy Club Municipal Utility District No. 1 within the corporate boundaries of and to include all areas within the Town of Trophy Club.

**TOWN OF TROPHY CLUB, TEXAS
RESOLUTION NO. 2024-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, CONSENTING TO THE EXPANSION OF TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1 WITHIN THE CORPORATE BOUNDARIES OF THE TOWN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Trophy Club Municipal Utility District No. 1, is a district created pursuant to Section 59, Article XVI, Texas Constitution and Texas Water Code Ch. 54 (the “District”); and

WHEREAS, the District currently exists within the corporate boundaries of the Town of Trophy Club, Texas (the “Town”), and pursuant to Texas Water Code Ch. 54 the Town may grant its written consent to the expansion of the District’s boundaries within the corporate limits of the Town; and

WHEREAS, the Town and District desire to increase and improve the efficiency and effectiveness of local government by expanding the District’s boundaries to include the entire corporate limits of the Town; and

WHEREAS, after request by the District and consent by the Town, the District and the Town will petition Texas Commission on Environmental Quality to authorize the District to expand its boundaries to include the entire corporate limits of the Town; and

WHEREAS, the Town desires to give its written consent to the expansion of the District’s boundaries within the corporate limits of the Town, as shown on the map attached as **Exhibit A**, and in accordance with Texas Water Code Ch. 54; and

WHEREAS, the Town hereby finds and determines that a public necessity exists for the expansion of the District as provided herein, and the Town’s consent is made in the exercise of its governmental functions in the interest of the public health, safety, and welfare of the Town’s residents and the general public;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct and are incorporated into this resolution as if fully set forth herein.

SECTION 2. The Town hereby consents to the expansion of the District’s boundaries within the corporate limits of the Town as shown on **Exhibit A**, which is attached to and incorporated into this resolution as if fully set forth herein.

SECTION 3. The District shall construct, or cause to be constructed, all public utilities and facilities to serve the properties within the District’s expanded boundaries in accordance with the plans and specifications approved by the Town, and the Town shall have the right to inspect the same.

SECTION 4. The allocation of governmental services described in the attached **Exhibit B**, including, but not limited to, applicable public utility services and fire protection services to be provided by the District or the Town following the date that the District's boundaries are expanded, shall be made in accordance the existing duties, allocations, and interlocal agreements between the Town and District, as amended, and shall be consistent with the allocation of governmental services provided to currently existing property owners located in the District's boundaries within the Town.

SECTION 5. This resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE _____ DAY OF _____ 2024.

Jeannette Tiffany, Mayor

ATTEST:

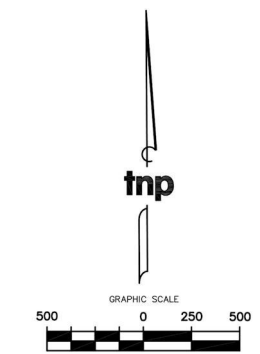
Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

Exhibit A

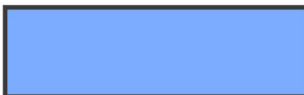
EXPANDED BOUNDARY MAP



ADDRESSING MAP
OF
TROPHY CLUB
TROPHY CLUB

NOVEMBER 2021

tnp
teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TFPE Registration No. F-230
www.tnpsc.com

-  **TCMUD**
-  **Expansion Area
within Trophy Club**

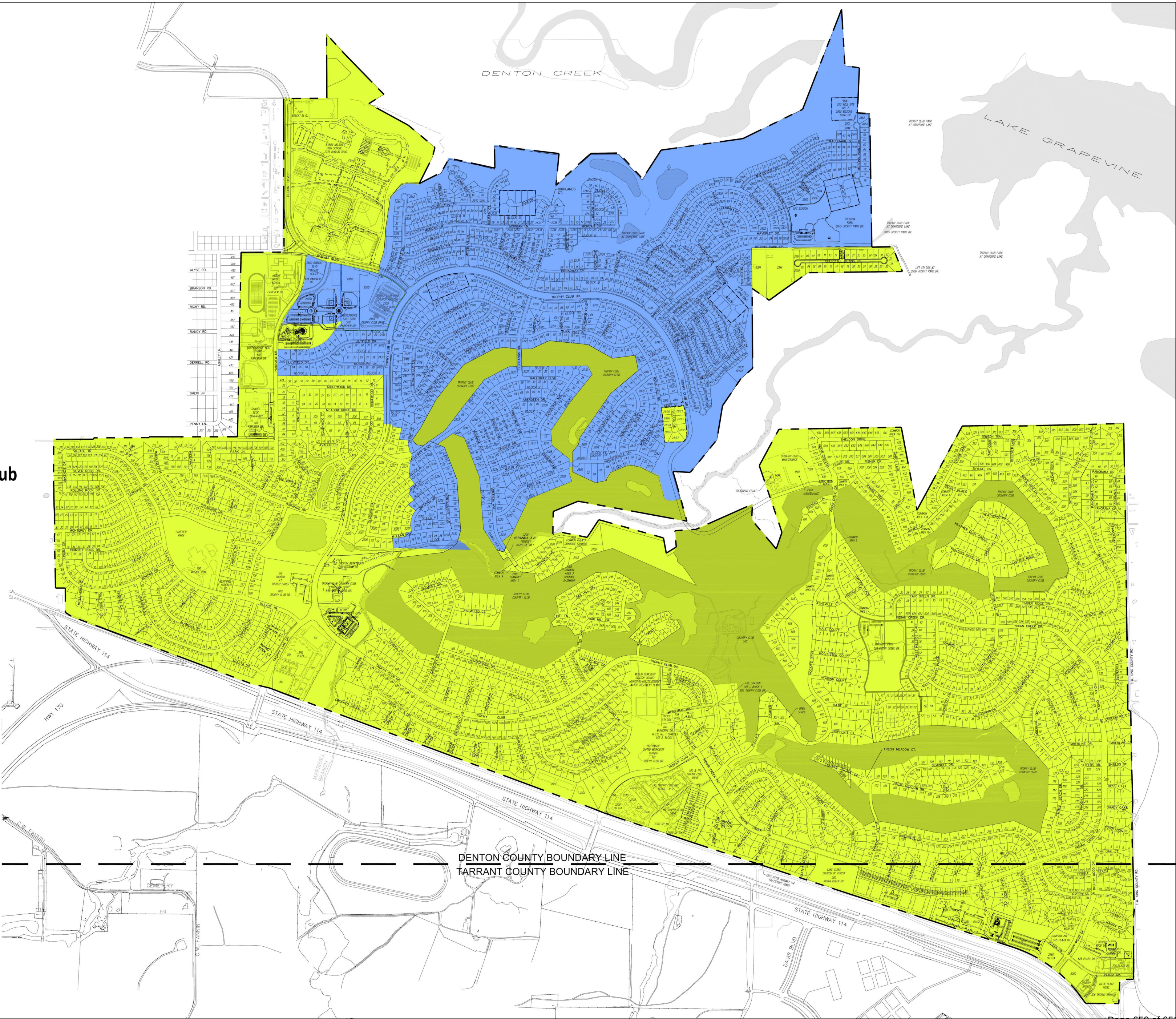


Exhibit B

ALLOCATION OF GOVERNMENTAL SERVICES

- 1. All governmental services provided for in the First Amendment to Amended and Restated Contract for Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operational Services shall be provided for by the Trophy Club Municipal Utility District #1.**
- 2. All governmental services provided for in the existing Interlocal Cooperation Agreement for Administration of Fire Protection Services (2023) shall be provided for by the Town of Trophy Club.**
- 3. The Town of Trophy Club shall continue to provide all other governmental public safety services.**

The Town of Trophy Club and Trophy Club Municipal Utility District #1 shall enter into an Allocation Agreement, as required by the Texas Commission on Environmental Quality and applicable law.