

AGENDA



City Council Meeting

Tuesday, October 26, 2021 @ 6:30 PM

**Sue Rattan Elementary School
1221 S. Ferguson Parkway, Anna, Texas, 75409**

The City Council of the City of Anna will meet at 6:30 PM, on October 26, 2021, at the Sue Rattan Elementary School, located at 1221 S. Ferguson Parkway, Anna, Texas, 75409, to consider the following items.

Welcome to the City Council meeting. Please sign the Sign-In Sheet as a record of attendance. If you wish to speak on an Open Session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts.

1. Call to Order, Roll Call and Establishment of Quorum.

2. Invocation and Pledge of Allegiance.

3. Neighbor Comments.

At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the City Council regarding an item that is not on this meeting agenda. Each person will be allowed up to 3 minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

4. Reports.

Receive reports from Staff or the City Council about items of community interest. Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

- a. Proclamation Arbor Day 2021 (Neighborhood Services Coordinator Olivia Demings)
- b. Fire Department Captain Badge Pinning (Fire Chief Ray Isom)
- c. Introduce New Fulltime Firefighters (Fire Chief Ray Isom)

5. **Work Session.**

- a. Code Compliance Report. (Code Compliance Manager Kevin Martin)
- b. Presentation of the History of the Sherley Water Tower in Downtown Anna. (Director of Public Works Greg Peters, P.E.)
- c. City Council Meeting Schedule for November and December. (City Manager Jim Proce)

6. **Consent Items.**

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

- a. Approve City Council Meeting Minutes for October 12, 2021. (City Secretary Carrie Land)
- b. Approve an Ordinance approving the 2021 Tax Roll. (City Manager Jim Proce)
- c. Approve a Resolution amending the City of Anna Personnel Policy Manual. (City Manager Jim Proce)
- d. Approve a Resolution authorizing the City Manager to execute termination of a temporary drainage easement in the Anna Crossing Subdivision. (Director of Public Works Greg Peters, P.E.)
- e. Approve a Resolution regarding the Quail Creek Run Place, Phase 2, Preliminary Replat. (Director of Development Services Ross Altobelli)

7. **Items For Individual Consideration.**

- a. Consider/Discuss/Action on a Resolution of Intent to Establish a City of Anna Property Assessed Clean Energy (PACE) Program and schedule a public hearing. (Director of Economic Development Joey Grisham)
- b. Annexation Cedar Ridge Estates, Phase 2. (Director of Development Services Ross Altobelli)

Consider/Discuss/Act on a Resolution approving an Agreement regarding services including a plan for municipal services regarding a 24.8± acre tract of land generally located on the south side of County Road 427, 130± east of Purdue Road. (Director of Development Services Ross Altobelli)

2) Conduct a public hearing to consider public comments regarding annexation of 24.8± acres of land into the City's corporate boundaries generally located on the south side of County Road 427, 130± east of Purdue Road.

3) Consider/Discuss/Action on an Ordinance annexing 24.8± acres generally located on the south side of County Road 427, 130± east of Purdue Road.

- c. Zoning Cedar Ridge Estates, Phase 2. (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments regarding the request to zone 24.8± acres located on the south side of County Road 427, 130± east of Purdue Road to Single-Family Residential District (SF-72).

2) Consider/Discuss/Action on an Ordinance regarding the request to zone 24.8± acres located on the south side of County Road 427, 130± east of Purdue Road to Single-Family Residential District (SF-72).

- d. Pre-annexation agreement Coyote Meadows. (Director of Development Services Ross Altobelli)

Consider/Discussion/Action on a Resolution approving a Pre-annexation/Development Agreement and Development Regulations for the Coyote Meadows single-family residential development.

- e. Consider/Discuss/Action on a Resolution authorizing the City Manager to enter into a temporary road closure agreement with TxDOT for the Chamber of Commerce Christmas Parade. (Neighborhood Services Marc Marchand)
- f. Consider/Discuss/Action appointments for the Board of Adjustment. (City Secretary Carrie Land)

8. **Closed Session (Exceptions).**

Under Tex. Gov'T Code Chapter 551, The City Council May Enter Into Closed Session To Discuss Any Items Listed Or Referenced On This Agenda Under The Following Exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). Personnel Regulations; Municipal Facilities
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). Boards and Commissions

The Council further reserves the right to enter into executive session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

- 9. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.
- 10. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on Friday, October 22, 2021.

Carrie L. Land, City Secretary

1. The Council may vote and/or act upon each of the items listed in this agenda.
2. The Council reserves the right to retire into executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meeting Act.
3. Persons with a disability who want to attend this meeting who may need assistance should contact the City Secretary at 972 924-3325 two working days prior to the meeting so that appropriate arrangements can be made.



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Olivia Demings

AGENDA ITEM:

Proclamation Arbor Day 2021 (Neighborhood Services Coordinator Olivia Demings)

SUMMARY:

Provide a proclamation for Arbor Day.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

ATTACHMENTS:

1. proclamation

APPROVALS:

Carrie Land, City Secretary
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/22/2021



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Nate Pike, Mayor of the City of Anna, do hereby proclaim November 5, 2021 as **ARBOR DAY** In the City of Anna, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____ day of _____, _____

Mayor _____



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Ray Isom

AGENDA ITEM:

Fire Department Captain Badge Pinning (Fire Chief Ray Isom)

SUMMARY:

Badge Pinning of Three New Captains

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Anna - Great Place to Live

Goal 4: High Performing. Professional City

STAFF RECOMMENDATION:

No formal action

ATTACHMENTS:

APPROVALS:

Stephanie Welch, Adm Assistant
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/20/2021
Approved - 10/20/2021
Final Approval - 10/22/2021



Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Ray Isom

AGENDA ITEM:

Introduce New Fulltime Firefighters (Fire Chief Ray Isom)

SUMMARY:

Introduce the new fulltime firefighters

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Anna - Great Place to Live

Goal 4: High Performing. Professional City

STAFF RECOMMENDATION:

No formal action

ATTACHMENTS:

APPROVALS:

Stephanie Welch, Adm Assistant
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/20/2021
Approved - 10/20/2021
Final Approval - 10/22/2021



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Kevin Martin

AGENDA ITEM:

Code Compliance Report. (Code Compliance Manager Kevin Martin)

SUMMARY:

The Code Compliance Division will be providing a report to the City Council regarding its progress over the past year and programs established. This report is in response to the Action Agenda from the City's Strategic Plan.

FINANCIAL IMPACT:

N / A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Ryan Henderson, Assistant City Manager
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/22/2021
Approved - 10/22/2021
Final Approval - 10/22/2021



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Presentation of the History of the Sherley Water Tower in Downtown Anna. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Anna Neighbor and local historian Elden Baker has been assisting the City with researching the history of the water tower located at Sherley Heritage Park. Mr. Baker will provide the City Council with a brief presentation on the history of the tower, in particular pertaining to the colors the tower has been painted throughout the years.

FINANCIAL IMPACT:

Information from this item will be used to finalize the project scope for re-painting the tower. The budget for this project is in the FY2022 Community Investment Program Utility Non-Bond Fund. The project funding is currently \$195,000.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

None.

ATTACHMENTS:

APPROVALS:

Gregory Peters, Director of Public Works
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/21/2021
Approved - 10/21/2021
Final Approval - 10/22/2021



Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Carrie Land

AGENDA ITEM:

City Council Meeting Schedule for November and December. (City Manager Jim Proce)

SUMMARY:

The City Charter calls for two meetings to be held each month. Historically, the Council has scheduled vacations and time off during the holidays, which results in not being able to field a quorum. Staff needs to post legal notices for certain public hearings and other items and this requires advance notice of meeting dates to be on the official calendar. Should the Council decide to take these holidays, staff will schedule and advertise the public hearings accordingly. Historically, past Councils have held one meeting in the months of November and December. The staff seeks confirmation and consensus of the Council for the scheduling of meetings for the remainder of the calendar year.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
N/A

STAFF RECOMMENDATION:

The staff seeks consensus of the Council for the scheduling of meetings for the remainder of the calendar year.

ATTACHMENTS:

APPROVALS:

Ryan Henderson, Assistant City Manager
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/20/2021
Approved - 10/20/2021
Final Approval - 10/22/2021



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Carrie Land

AGENDA ITEM:

Approve City Council Meeting Minutes for October 12, 2021. (City Secretary Carrie Land)

SUMMARY:

Approve City Council Meeting Minutes for October 12, 2021.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve City Council Meeting Minutes for October 12, 2021.

ATTACHMENTS:

1. CCmin20211012 Final

APPROVALS:

Carrie Land, City Secretary
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/20/2021
Approved - 10/20/2021
Final Approval - 10/22/2021



Regular City Council Meeting Meeting Minutes

Tuesday, October 12, 2021 @ 6:30 PM

Anna ISD Board Room, 201 E. 7th Street, Anna, Texas 75409

The City Council of the City of Anna met at 6:30 PM, on October 12, 2021, at the Anna ISD Board Room, located at 201 E. 7th Street, to consider the following items.

1. Call to Order, Roll Call and Establishment of Quorum.

Mayor Pike called the meeting to order at 6:32 PM.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

Stephanie Hendricks spoke with regard to Agenda Item 7.e. and requested the City Council to consider reducing the swimming pool setback to three or four feet.

City Council moved to Closed Session.

4. Work Session.

a. Discuss the upcoming Sherley Water Tower Rehabilitation. (Director of Public Works Greg Peters, P.E.)

- The tower functions as a historical element in Downtown Anna and is located adjacent to Sherley Heritage Park. The park is home to other historical references, including the train depot, the Collin McKinney statue, and the future Train Engine.
- The tower is no longer in service. It is disconnected from the water system and is not used for the public water supply. There are no plans to bring it into service for public water.
- There is surface rust on multiple sections, including structural elements.
- The tower is currently coated with paint which contains lead, which is common for the age of the tower.

Rehabilitation Option 1 - Encapsulate

- Gently wash away dirt, grime, and loose paint from the structure using low-pressure equipment.
- Overcoat the tank with specialized paint which will encapsulate the existing paint and rust to prevent additional deterioration.
- Paint the top of the cone blue, to match the City colors
- Paint block lettering "ANNA" in blue on the tank to match the cone.

Rehabilitation Option 2 – Full Rehabilitation

- Install a containment zone surrounding the entire tower. Sandblast the tower back down to bare metal.
- Paint the tower white (any color could be used) and the top of the cone blue to match the City colors.
- Paint the City logo on the tank.

The budget for this project in the FY2022 Community Investment Program budget is \$195,000 in the Utility Non-Bond Fund.

City Council discussion ensued. Staff will perform additional research as to when the tower was last painted.

- b. Discuss the use of the American Rescue Plan Act of 2021 (ARPA) Funds for the replacement of critical infrastructure in Downtown Anna. (Director of Public Works Greg Peters, P.E.)

The City of Anna has received the first remittance of the American Rescue Plan Act of 2021 funds in the amount of \$1.858 million. (The second remittance is expected in the spring of 2022.) The funding is currently deposited in investment accounts, and the City has up to four years to spend it. Once decisions are made regarding project scope and scheduling, a budget amendment will be brought back to the City Council for approval.

- c. Discuss and update on the Municipal Complex and Central Fire Station with discussion of the upcoming Change Order 3. (Director of Public Works Greg Peters, P.E.)

During the fall of 2019, the City went through an extensive value engineering process to decrease the cost of the project as necessary due to rising construction costs. Many key aspects of the project were removed from the project scope in order to maintain the project budget.

There have been 2 change orders to the contract, including:

- Change Order 1: Increase of \$79,107.00 for unforeseen additional site work to cap an underground water well/aquifer
- Change Order 2: November 30, 2020. No Cost, Time Extension of 5 months for incurred delays and weather to October 31, 2020. New Substantial Completion Date: September 30, 2021

Director of Public Works Greg Peters provided an update on the status of the project and discussed items to include in the upcoming Change Order 3, which may include multiple items which were removed from the project scope during the value engineering process.

The financial impact will be determined based upon the selection of additional items for approval by the City Council. The budget for the Municipal Complex Project is \$30.9 million in the Capital Projects Bond Fund and \$1.24 million in the Capital Projects Non Bond Fund for FFE (Furniture, Fixtures and Equipment), including the Bump Out Safety System, a Commercial Extractor, and an SCBA Compressor for the Fire Department.

Mr. Lee Lewis of Lee Lewis Construction and Randall Scott of Randall Scott Architects were present and addressed the City Council.

5. Reports.

a. Proclamation for National Code Compliance Month

Mayor Pike presented the Code Compliance officers with a proclamation declaring October as National Code Compliance Month.

b. Recognition of Anna Economic Development Corporation for receiving the IEDC Silver Award in the General Purpose Print Category for the new map brochure. (Director of Economic Development Joey Grisham)

The Anna EDC received the 2021 Silver Award from the International Economic Development Council (Communities under 25,000) in the General Purpose Print Category for the new map brochure. Just a few years ago, the EDC received a Silver and Bronze IEDC Award for the EDC website and Anna Business Park video. Staff has been working diligently in partnership with Cooksey Communications to aggressively market Anna and reach multiple audiences and the results are paying off. This also fits within the Economic Development Strategic Plan goals of award recognition and marketing Anna. The IEDC is the largest Economic Development organization in the world and received over 500 nominations for awards.

6. Consent Items.

Consent Item 6.q. was removed.

MOTION: Council Member Miller moved to approve Consent Items 6. a. through p. and r. Council Member Toten seconded. Motion carried 7-0.

a. Approve the City Council Meeting Minutes for September 25, 2021, and September 28, 2021. (City Secretary Carrie Land)

- b. Review Council, Boards and Commissions Attendance for the past quarter. (City Secretary Carrie Land)
- c. Review Minutes of the August 5, 2021, Joint Community Development Corporation Board and Economic Development Corporation Board Meeting. (Director of Economic Development Joey Grisham)
- d. Review Planning & Zoning Commission Meeting Minutes from September 7, 2021. (Director of Development Services Ross Altobelli)
- e. Approve a Resolution regarding the Mercer Estate Development Plat, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

Single-family residence on one lot on 9.4± acres located on the east side of County Road 479, 3,100± feet south of County Road 429. Located within the Extraterritorial Jurisdiction (ETJ).

Planning & Zoning Commission recommended approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING MERCER ESTATE DEVELOPMENT PLAT, BLOCK A, LOT 1, DEVELOPMENT PLAT

- f. Approve a Resolution regarding the Anna Retail Addition, Block A, Lot 5, Site Plan. (Director of Development Services Ross Altobelli).

Restaurant on one lot on 1.0± acres located on the east side of U.S. Highway 75 frontage road, 574± feet south of W. White Street. Zoned: General Commercial (C-2). The purpose of the site plan is to show the proposed restaurant development and related site improvements.

The Planning & Zoning Commission recommended approval per staff recommendation.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF ANNA RETAIL ADDITION, BLOCK A, LOT 5.

- g. Approve a Resolution regarding the Anna Crossing Municipal, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)

Park land on Lot 1 and municipal lift station on Lot 2 on 28.8± acres located on the south side of future Finley Boulevard, 475± feet east of Leonard Avenue. Zoned: Planned Development-Single-Family Residence-72 (PD-SF-72) (Ord Nos. 129-2004 & 627-2013).

The purpose for the Final Plat is to dedicate lot and block boundaries and easements necessary for the park land and municipal lift station.

The Planning & Zoning Commission recommended approval per staff recommendation.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANNA CROSSING MUNICIPAL, BLOCK A, LOTS 1 & 2, FINAL PLAT.

- h. Approve a Resolution regarding the Cox Addition, Block A, Lots 1 & 2, Replat. (Director of Development Services Ross Altobelli).

Two single-family residential lots on 4.5± acres located on the east side of Shalom Lane, 470± feet north of Graybill Road. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose for the Replat is to subdivide one residential lot into two residential lots.

The Planning & Zoning Commission recommended approval per staff recommendation.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING COX ADDITION, BLOCK A, LOTS 1 & 2, REPLAT

- i. Approve a Resolution regarding the Anna Retail Addition, Block A, Lots 3, 4, & 5, Preliminary Replat. (Director of Development Services Ross Altobelli)

Restaurant on Lot 5, and two vacant lots on 29.7± acres located on the east side of U.S. Highway 75 frontage road, 574± feet south of W. White Street. Zoned: General Commercial (C-2).

The purpose of the preliminary replat is to subdivide two existing vacant lots into three lots and propose easements necessary for the development of a restaurant on Lot 5.

The Planning & Zoning Commission recommended for approval.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANNA RETAIL ADDITION, BLOCK A, LOTS 3, 4, & 5, PRELIMINARY REPLAT.

- j. Approve a Resolution regarding the Villages of Hurricane Creek - North, Phase 1, Final Plat. (Director of Development Services Ross Altobelli)

344 single-family residential lots and 13 common area lots on 70.8± acres located at the southwest corner of Standridge Boulevard and Stockport Drive. Zoned Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, SF-Z Single-Family Residence District – Zero Lot Line Homes, and SF-TH Single-Family Townhome District (PD-SF-84/SF72/SF-60/SF-Z/SF-TH) (Ord No. 932-2021).

The purpose for the final plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family residential development.

The Planning & Zoning Commission recommended approval per staff recommendation.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1, FINAL PLAT.

- k. Approve a Resolution regarding the Villages of Hurricane Creek - North, Phase 1A, Final Plat. (Director of Development Services Ross Altobelli)

155 single-family residential lots and 5 common area lots on 44.3± acres located at the northeast corner of Rosamond Drive and Stockport Drive. Zoned Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, SF-Z Single-Family Residence District – Zero Lot Line Homes, and Single-Family Townhome District (PD-SF-84/SF-72/SF-60/SF-Z/SF-TH) (Ord No. 932-2021).

The purpose for the final plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family residential development.

The Planning & Zoning Commission recommended approval per staff recommendation.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1A, FINAL PLAT.

- l. Approve a Resolution regarding The Villages of Hurricane Creek, Phase 1B, Final Plat. (Director of Development Services Ross Altobelli)

68 single-family residential lots and 4 common area lots on 23.2± acres located at the north and southwest corner of S. Standridge Boulevard and Creek Meadow Drive and on the north and south side of Lakeshore Drive, 575± feet west of Parkview Lane. Zoned Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, and SF-Z Single-Family Residence District – Zero Lot Line Homes (PD-SF-84/SF-72/SF-60/SF-Z) (Ord No. 886-2020).

The purpose for the final plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family residential development.

The Planning & Zoning Commission recommended approval as submitted per staff recommendation.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES OF HURRICANE CREEK, PHASE 1B, FINAL PLAT.

- m. Approve a Resolution regarding the One Anna Two Addition, Block A, Lots 3R & 4, Replat. (Director of Development Services Ross Altobelli)

Medical Office and vacant lot on two lots on 14.7± acres located on the east side of Standridge Boulevard, 276± feet north of Suzie Lane. Zoned: Planned Development Restricted Commercial (PD-C-1) (Ord No. 846-2020).

The purpose of the replat is to subdivide an existing vacant lot into two lots and dedicate easements necessary for the development of a medical office building on Lot 3R.

The Planning & Zoning Commission recommended approval per staff recommendation.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ONE ANNA TWO ADDITION, BLOCK A, LOTS 3R & 4, REPLAT.

- n. Approve a Resolution regarding the One Anna Two Addition, Block A, Lot 3R, Site Plan. (Director of Development Services Ross Altobelli)

Medical Office on one lot on 2.9± acres located on the east side of Standridge Boulevard, 276± feet north of Suzie Lane. Zoned: Planned Development-Restricted Commercial (PD-C-1) (Ord No. 846-2020).

The purpose of the site plan is to show the proposed medical office development and related site improvements.

The Planning & Zoning Commission recommended approval per staff recommendation.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF ONE ANNA TWO ADDITION, BLOCK A, LOT 3R.

- o. Approve a Resolution regarding the Walnofer Addition, Block A, Lot 2R, Replat. (Director of Development Services Ross Altobelli)

Self-Storage Facility on one lot on 6.7± acres located on the west side of N. Powell Parkway, 417± feet north of Butler Street. Zoned: Planned Development-Restricted Commercial (PD-C-1).

The purpose for the Replat is to abandon portions of the existing fire lane easement and dedicate new fire lane and access easements.

The Planning & Zoning Commission recommended approval per staff recommendation.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE WALNOFER ADDITION, BLOCK A, LOT 2R, REPLAT.

- p. Approve a Resolution regarding the Whiterock Subdivision, Block A, Lots 1-5, Preliminary Plat. (Director of Development Services Ross Altobelli)

Five single-family residential lots on 5.5± acres located on the east side of Whiterock Trail, 630± feet south of Farm-to-Market 455. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose for the preliminary plat is to propose lot and block boundaries and easements necessary for the creation of the single-family subdivision.

The Planning & Zoning Commission recommended approval per staff recommendation.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING WHITEROCK SUBDIVISION, BLOCK A, LOTS 1-5, PRELIMINARY PLAT

- q. Approve a Resolution authorizing the City Manager to execute a professional services agreement with Project Advocates for project scoping services on the Anna Public Library project. (Director of Public Works Greg Peters, P.E.)

In May of this year, Anna Neighbors approved Bond Proposition B for the creation of a public library, including an overall project budget of \$22,000,000. Since that time, the City has been working on the preliminary stages of the project, including the completion of a multidisciplinary RFQ process which allowed the City to identify a short list of high quality professional engineering, architectural design, and general contractor construction firms.

Now that the first phase of funding is in place and available, the City is ready to move into the pre-design phase of the project where a due diligence process will be completed and a firm scope for the project will be identified. This process will create a clear path to success of the project and ensure that the project stays on-track, on budget, and within the goals set forth for the project by the City Council.

Project Advocates is a firm that specializes in providing owners with a strong advocate to ensure that the owner's vision, budget, and needs come first throughout the course of a construction project. They will work with the City to complete a three-step due diligence process which includes:

1. Project Scoping Exercise
 - a. Working with City Staff and the City Council to identify Facility Use needs
 - b. Coordinated tour of other libraries and the establishment of comparison libraries to use for the project scope
 - c. Identifying space allocation for the facility and each use-type
 - d. Identifying technology services needed for a modern library and how to implement those technologies
2. Establishment of a detailed Project Charter, to be formally adopted by the City Council, which includes:
 - a. Project Goals and Objectives
 - b. Guidelines for stakeholder input and creation of a board to provide input
 - c. Guidelines for a specific public input process to follow

- d. Creation of Design Team Constraints to ensure the design team stays within the focus areas of the project and on budget
 - e. Assistance in the design team selection process from the shortlisted firms identified in the City's previous RFQ
 - f. Creation of Contractor constraints to ensure that the project stays on time and on budget
3. Initial Cost Planning through a Project Cost Plan which includes:
- a. Construction cost estimates
 - b. Cash flow analysis
 - c. Furniture, storage, equipment, materials costs
 - d. Design/testing costs

Staff feels very strongly that the process explained is critical to the success of this project. Adoption of a comprehensive Project Charter will ensure that the community, City Council, staff, design team, and construction teams are all on the same page throughout the process. Staff believes that the services provided by Project Advocates will result in a more efficient, more cost-effective, and more successful project.

The proposed scope of services has a total estimated cost of \$49,932.00. The funding source will be Bond Funds for the Library.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND PROJECT ADVOCATES FOR DUE DILIGENCE SERVICES ON THE ANNA PUBLIC LIBRARY, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Council Member Miller moved to approve. Council Member Ussery seconded. Motion carried 7-0.

- r. Approve a Resolution authorizing the City Manager to execute a First Amended and Restated Impact fee Reimbursement Agreement for Shadowbend Subdivision. (Director of Public Works Greg Peters, P.E.)

LGI Homes, LLC, is the developer of Shadowbend Subdivision, located at the northwest corner of State Highway 5 and Rosamond Parkway in Anna, Texas. The development has two phases. As a part of the project, LGI is constructing segments of both Rosamond Parkway and West Crossing Boulevard. Both Rosamond Parkway and West Crossing Boulevard are included in the City of Anna Master Thoroughfare Plan as shown in Exhibit A, and per State Law, are eligible for impact fee reimbursement.

In Phase 1, LGI recently completed construction of a portion of Rosamond Parkway. The original Impact Fee Reimbursement Agreement was approved by Resolution 2020-03-695, attached as Exhibit B. LGI is now moving forward on Phase 2 of the project, and will be constructing West Crossing Boulevard within their development north of Rosamond Parkway.

This agreement authorizes the City to reimburse roadway impact fees collected as building permits are issued. The reimbursements will be provided to LGI up to the cost of constructing Rosamond Parkway and West Crossing Boulevard in accordance with State Law.

The segments of Rosamond Parkway are complete and it is anticipated that construction of West Crossing Boulevard will commence in 2022. The agreement includes a requirement for the construction of West Crossing to commence no later than June 1, 2022. This agreement allows for the continued construction of major roadways in Anna which are necessary to accommodate traffic throughout the community as we grow.

The funding will be from Roadway Impact Fees collected from building permits within the development. No taxpayer funding is required.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDED AND RESTATED ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND LGI HOMES - TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

7. Items For Individual Consideration.

- a. Consider/Discuss/Action on a Resolution approving a Development Agreement with Anacapri Laguna Azure, LLC. (Director of Economic Development Joey Grisham)

City Council approved zoning for the Anacapri project back in December 2020 being developed by Megatel. Over the past few months, staff has been working with Megatel and our financial consultants and legal counsel to develop a Development Agreement. Below are some highlights:

- City to create TIRZ and PID District(s)
- City will dedicate 50% to residential TIRZ and 70% to commercial/multifamily TIRZ
- City will collect over \$2.1 million in PID fees
- Developer to construct a 30,000 square feet entertainment building, 2.3-acre lagoon, restaurant, water slide and other amenities—must expend at least \$25 million
- Developer will construct their portion of Ferguson Parkway
- If lagoon ceases to operate for more than 30 consecutive days other than seasonal, governmental, or weather reasons, TIRZ payment for corresponding year will not be paid
- City will receive 65% of sales/use tax on construction materials
- EDC/CDC will each receive .50 on ticket sales into Lagoon

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANACAPRI LAGUNA AZURE, LLC RELATING TO DEVELOPMENT OF PROPERTY FOR MIXED USE MASTER PLANNED DEVELOPMENT

MOTION: Mayor Pike moved to approve a Resolution adopting the AnaCapri Development Agreement conditioned on:

1. Developer's execution of said agreement;
2. Developer's execution of the Development Agreement for 95.444 acres; and
3. Approval as to legal form of these agreements by the City's legal counsel.

Council Member Toten seconded. Motion carried 6-1. Vollmer opposed.

- b. Hold a Public Hearing and Consider/Discuss/Act on a Resolution approving a declaration of no objection for a proposed multifamily project. (Director of Economic Development Joey Grisham)

As a part of the process for projects seeking the 4% housing tax credits through the Texas Department of Housing and Community Affairs, a public hearing and declaration of no objection resolution is required. This is for the Palladium East Foster Crossing Project across from the Anna Business Park (City Council approved the zoning at the last Council Meeting).

Mayor Pike opened the public hearing at 9:25 PM.

No comments received.

Mayor Pike closed the public hearing at 9:26 PM.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, PROVIDING FOR A DECLARATION OF NO OBJECTION TO THE PALLADIUM EAST FOSTER CROSSING MULTIFAMILY DEVELOPMENT IN ANNA, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Council Member Carver moved to approve. Council Member Atchley seconded. Motion carried 7-0.

- c. Acting as the Anna Public Facility Corporation, Consider/Discuss/Act on approving a bond inducement resolution for the Palladium East Foster Crossing Multifamily Project. (Director of Economic Development Joey Grisham)

The Anna Public Facility Corporation has been presented with an opportunity to partner with the Palladium Group on 8.3 acres located across from the Anna Business Park. It will include 239 apartment units and provide affordable housing for Anna neighbors--zoning was approved by the City Council on September 28, 2021. There will be 75 one-bedroom apartments, 121 two-bedroom apartments, and 43 three-bedroom apartments. Palladium developed the only current multifamily development in Anna. To move forward with the bond process, a bond inducement resolution is required. This allows for the application to be submitted and for Palladium to get in line for funding.

A RESOLUTION DECLARING THE INTENT TO ISSUE MULTIFAMILY MORTGAGE REVENUE BONDS OR NOTES WITH RESPECT TO PALLADIUM EAST FOSTER CROSSING MULTIFAMILY RENTAL

DEVELOPMENT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$33,000,000; AUTHORIZING THE FILING OF AN APPLICATION FOR ALLOCATION OF PRIVATE ACTIVITY BONDS WITH THE TEXAS BOND REVIEW BOARD; AND AUTHORIZING OTHER ACTION RELATED THERETO

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 7-0.

- d. Consider/Discuss/Act on a Resolution approving an Amended and Restated Economic Development Incentive Agreement between the City of Anna, Texas and Waypoint Land & Capital, LLC, Anna Village Residential, Ltd., and Anna Village Commercial, Ltd. (Director of Economic Development Joey Grisham)

Staff was approached by the developer to update the Economic Development Incentive Agreement in order to firm up their financing--the original was approved in February 2020. The Agreement requires the developer to move forward with permits in the next three months and updates a few other small items.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA APPROVING AND AUTHORIZING AN AMENDED AND RESTATED INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT WITH ANNA VILLAGE RESIDENTIAL, LTD. AND WAYPOINT LAND AND CAPITAL, LLC

MOTION: Council Member Miller moved to approve. Council Member Vollmer seconded. Motion carried 6-1. Pike opposed.

- e. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend Article 9.04 Zoning Ordinance and related sections of the Development Regulations to modify regulations pertaining to swimming pool setbacks. (Director of Development Services Ross Altobelli)

The purpose of the swimming pool regulations is to promote the safety and enjoyment of property rights by establishing rules and regulations governing the location and improvement of swimming pools whether privately, publicly, or commercially owned or operated.

Currently, the City of Anna prohibits swimming pools within eight feet from any property line. The Planning & Zoning Commission recommended this distance be reduced to five feet. The proposed reduction would match the five-foot setback requirement that was recently adopted for accessory buildings.

The requested amendments to the Zoning Ordinance will improve staff efficiency, clarify the City's development regulations and standards, and reduce costs to neighbors, developers, and property owners.

The Planning & Zoning Commission recommended approval as submitted.

Mayor Pike opened the public hearing at 9:03 PM.

No comments received.

Mayor Pike closed the public hearing at 9:04 PM.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 9 (PLANNING AND DEVELOPMENT REGULATIONS); PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

MOTION: Mayor Pike moved to approve. Council Member Toten seconded. Motion carried 4-3. Miller, Vollmer, and Ussery opposed.

- f. Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding The Villages of Hurricane Creek, Phase 1B, Block K, Lots 19R, 20-23, 3X, & 24X, Replat. (Director of Development Services Ross Altobelli)

Five single-family residential lots and 2 common area lots on 10.2± acres located at the southwest corner of Shadybrook Trail and Hidden Valley Drive. Zoned Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, and SF-Z Single-Family Residence District – Zero Lot Line Homes (PD-SF-84/SF-72/SF-60/SF-Z) (Ord No. 886-2020).

The purpose for the replat is to create five additional single-family residential lots and two common area lots within The Villages of Hurricane Creek, Phase 1 subdivision.

The Planning & Zoning Commission recommended approval per staff recommendation.

Mayor Pike opened the public hearing at 9:31 PM.

No comments received.

Mayor Pike closed the public hearing at 9:31 PM.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES OF HURRICANE CREEK, PHASE 1, BLOCK K, LOTS 19R, 20-23, 3X, & 24X, REPLAT.

MOTION: Council Member Vollmer moved to approve. Council Member Ussery seconded. Motion carried 7-0.

- g. Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding Anacapi, Phase 1C, Replat. (Director of Development Services Ross Altobelli)

One Single-Family Residence-60 (SF-60) lot, 61 Single-Family Residence District - Zero lot line home lots (SF-Z), and four common area lots on 14.7± acres located on the east side of future Ferguson Parkway, 1,106± feet north of

Hackberry Drive. Zoned: Planned Development- Single-Family Residence-60/Single-Family Residence District - Zero lot line homes (PD-SF-60/SF-Z) (Ord. No. 887-2020).

The purpose for the Replat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the construction and ultimate completion of the single-family subdivision.

The Planning & Zoning Commission recommended approval per staff recommendation.

Mayor Pike opened the public hearing at 9:32 PM.

No comments received.

Mayor Pike closed the public hearing at 9:32 PM.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANACAPRI, PHASE 1C, REPLAT.

MOTION: Council Member Miller moved to approve. Council Member Toten seconded. Motion carried 7-0.

- h. Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding the Camden Parc in Anna, Phase 5, Replat. (Director of Development Services Ross Altobelli)

16 single-family dwelling, detached lots and one common area lot on 4.5± acres located at the southeast intersection of Rosamond Parkway and West Crossing Boulevard. Zoned: Planned Development-Single-Family Residence-60 (PD-SF-60 Ord No. 133- 2004).

The purpose for the Replat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the construction and ultimate completion of the single-family subdivision.

The Planning & Zoning Commission recommended approval per staff recommendation.

Mayor Pike opened the public hearing at 9:33 PM.

No comments received.

Mayor Pike closed the public hearing at 9:33 PM.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE CAMDEN PARC IN ANNA, PHASE 5, REPLAT.

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 7-0.

- i. Consider/Discuss/Act on a Resolution approving an Economic Development Incentive Agreement between Vaquero DG Westminster Partners, LP, and the City of Anna, Texas. (Director of Economic Development Joey Grisham)

This is an economic development incentive agreement for a new Dollar General project that will be located at FM 2862 and SH 121. Staff recommends approval as the developer will incur additional infrastructure costs at the site. The new Dollar General store will be over 10,000 square feet with a capital investment of at least \$1,200,000. The store will also employ around ten people and add to the Anna sales tax base. Terms of the agreement include the waiver of impact fees valued at \$93,656.04 with the developer being required to invest at least \$1.2 million. Based on new sales and property tax collections for the City, we anticipate a payback period of less than 2 years.

Waiver of impact fees totaling approximately \$93,656.04.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING AN INCENTIVE AGREEMENT WITH VAQUERO DG
WESTMINSTER PARTNERS, LP.

MOTION: Council Member Carver moved to approve. Council Member Miller seconded. Motion carried 7-0.

- j. A) Reopen Previously Continued Public Hearing to consider public comments regarding a request to rezone 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from Single-Family – Large Lot (SF-E) to General Commercial (C-2). (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on an Ordinance approving a request to rezone 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from Single-Family – Large Lot (SF-E) to General Commercial (C-2).

C) Consider/Discuss/Action on a recommendation on a Resolution approving the Preliminary Plat, Vaquero DG Westminster, Block A, Lot 1, associated with the rezoning request and development of the property.

The applicant is requesting to rezone the property in order to allow for a department store. The General Commercial (C-2) district is intended to accommodate those uses that are of city-wide and regional significance.

The Future Land Use Plan designates this property as Community Commercial. Community Commercial development is typically characterized by small, freestanding buildings containing one or more businesses. This form of development primarily provides services for residents of surrounding neighborhoods.

The proposed development conforms with the Future Land Use Plan for the commercial designation and the City of Anna Strategic Plan by expanding the commercial tax base. Major corridors, such as Sam Rayburn Highway and Farm-to-Market 2862, are the most suitable locations for commercial uses due

to the high visibility of passing traffic. The purpose for the preliminary plat is to propose easements necessary for development of a department store.

The Planning & Zoning Commission recommended approval.

Mayor Pike opened the public hearing at 9:37 PM.

No comments received.

Mayor Pike closed the public hearing at 9:38 PM.

(Property rezoned under this ordinance is generally located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862)

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

MOTION: Council Member Carver moved to approve the zoning. Council Member Toten seconded. Motion carried 7-0

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR VAQUERO DG WESTMINSTER ADDITION, BLOCK A, LOT 1

MOTION: Mayor Pike moved to approve the preliminary plat. Council Member Toten seconded. Motion carried 7-0.

- k. Consider/Discuss/Action on a Resolution nominating a candidate or candidates for the Board of Directors for election of Collin Central Appraisal District. (City Secretary Carrie Land)

The Board of Directors governs the Collin Central Appraisal District. The taxing entities that vote on the appraisal district's budget (county, city, school and special districts).

In accordance with the Texas Property Tax Code, the Appraisal District's five directors are to be elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. The District's Board of Directors serve two-year terms, with the next term beginning January 1, 2022.

A taxing unit's nominations must be made in an open meeting and a written resolution from Mayor Pike must be submitted to the Chief Appraiser by October 14, 2021. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for a least two years immediately preceding the date they take office.

Mayor Pike would like to nominate Brian Mantzey. Mr. Mantzey is a current board member who has served since January 2020 and resides in McKinney, Texas.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, NOMINATING A CANDIDATE OR CANDIDATES FOR THE BOARD OF DIRECTORS FOR ELECTION OF COLLIN CENTRAL APPRAISAL DISTRICT.

MOTION: Mayor Pike moved to approve. Council Member Ussery seconded. Motion carried 7-0.

- I. Consider/Discuss/Action on filling a vacancy on the Planning and Zoning Commission. (City Secretary Carrie Land)

Mr. Alonzo Tutson has submitted his formal resignation effective immediately.

The vacancy to be filled is for a term expiring May 2023.

MOTION: Mayor Pike moved to appoint Kelly Patterson-Herndon to the vacancy on the Planning and Zoning Commission. Council Member Ussery seconded. Motion carried 7-0.

8. **Closed Session (Exceptions).**

Under Tex. Gov'T Code Chapter 551, The City Council May Enter Into Closed Session To Discuss Any Items Listed Or Referenced On This Agenda Under The Following Exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). Veterans Program; *Bunetto v. City of Anna*, Civil Action No. 4:21-cv-00413, United States District Court, Eastern District of Texas, Sherman Division.
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). Boards and Commissions

MOTION: Mayor Pike moved to enter Closed Session. Council Member Vollmer seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 6:36 PM.

Mayor Pike reconvened the meeting at 7:43 PM.

9. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

No action taken.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 9:49 PM.

Approved on October 26, 2021.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Terri Doby

AGENDA ITEM:

Approve an Ordinance approving the 2021 Tax Roll. (City Manager Jim Proce)

SUMMARY:

The Collin County Tax Assessor Collector recently submitted the Tax Roll Summary for the City of Anna. The report is attached. Texas Property Tax Code, Section 26.09, requires the City to pass an ordinance approving the 2021 Tax Roll.

FINANCIAL IMPACT:

Process to adopt the Tax Year 2021 / Fiscal Year 2022 property tax rate.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of the attached Ordinance approving the Tax Year 2021 Tax Roll for the City of Anna.

ATTACHMENTS:

1. FY2022 Tax Roll Ordinance
2. Exhibit A Tax Roll

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/14/2021
Final Approval - 10/22/2021

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE 2021 TAX ROLL FOR THE CITY OF ANNA, TEXAS

WHEREAS, the Collin County Tax Assessor Collector has submitted the 2021 Tax Roll for the City of Anna, Texas (the "City") to the City Council of the City of Anna, Texas (the "City Council") for approval; and

WHEREAS, the City Council is required by statute (Texas Property Tax Code Section 26.09) to approve or disapprove said Tax Roll; and

WHEREAS, the City Council has reviewed the 2021 Tax Roll Summary as provided by the Collin County Tax Assessor Collector, now therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS THAT:

SECTION 1. Recitals Incorporated.

The above-referenced recitals are incorporated herein as if set forth in full for all purposes.

SECTION 2. Tax Roll Approved.

The Council hereby approves the 2021 Tax Roll Summary attached hereto as Exhibit A.

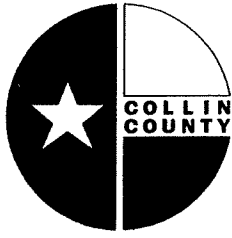
PASSED AND APPROVED by the City Council of the City of Anna, Texas, this, the 26th day of October, 2021.

ATTESTED:

APPROVED:

Carrie L. Smith, City Secretary

Nate Pike, Mayor



KENNETH L. MAUN
TAX ASSESSOR COLLECTOR
COLLIN COUNTY
2300 Bloomdale Road, Suite 2366
P.O. Box 8006
McKinney, TX 75070-8006
(972) 547-5020
Fax: (214) 491-4808
Email: kmaun@collincountytx.gov

October 1, 2021

Nate Pike, Mayor
City of Anna
P.O. Box 776
Anna, TX 75409

Dear Mayor Pike,

Attached is the 2021 Tax Roll Summary for City of Anna.

Submission of the 2021 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2021 Tax Roll for City of Anna.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Maun".

Kenneth L. Maun
Tax Assessor Collector

KLM:ket

Enclosure

cc: Alan Guard
Terri Doby

2021 TAX ROLL SUMMARY

07 - ANNA CITY

	Amount	Count
NUMBER OF ACCOUNTS		9,151
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$677,050	
Improvement Non-Home Site	\$57,501	
ROLLCODE: PERSONAL		
Personal	\$67,303,336	
ROLLCODE: REAL		
Agriculture	\$185,714,769	
Improvement	\$1,101,669,790	
Improvement Non-Home Site	\$226,314,226	
Land	\$442,152,570	
Land Ag Land	\$882,061	
Land Non-Home Site	\$128,053,430	
TOTAL MARKET VALUE	\$2,152,824,733	
DEFERRALS		
Ag	\$185,714,769	203
TOTAL DEFERRALS	\$185,714,769	
EXEMPTIONS		
Autos , XO , PPV , XO , PPV	\$6,653,637	19
Cap Adjustment , XT , XT	\$7,299,581	470
Disabled	\$0	121
Disabled Veteran	\$22,432,363	232
Disaster	\$32,176	2
Miscellaneous , XV , XV	\$155,802,629	427
Nominal Value	\$10,165	41
Over 65	\$18,721,154	672
Pollution Control	\$109,176	2
Solar/Wind	\$23,436	1
Surviving Spouse Disabled Person	\$0	1
TOTAL EXEMPTIONS	\$211,084,317	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS	\$396,799,086	
TOTAL MARKET VALUE	\$2,152,824,733	
TAXABLE VALUE	\$1,756,025,647	
TAX RATE	0.5695	
ROLLCODE: MOBILE HOME		
Levy	\$4,128.88	111
ROLLCODE: PERSONAL		
Levy	\$344,706.26	348
ROLLCODE: REAL		
Levy	\$9,651,732.86	8,692
TOTAL LEVY	\$10,000,568.00	
LEVY LOST DUE TO FROZEN	\$0.00	
OTHER LOST LEVY	\$0.00	
TOTAL LOST LEVY	\$0.00	

2021 TAX ROLL SUMMARY

155
07 - ANNA CITY

Calculation Analysis							
	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	0.00	0.00		0.00	0	0	0
DV100 (Excl. Frozen)	0.00	0.00		0.00	21,352,000	21,147,863	204,137
Prorated (Excl. Frozen)	0.00	0.00		0.00	0	0	0
Other	10,000,568.00	10,000,568.00		0.00	2,131,472,733	375,651,223	1,755,821,510
Total	10,000,568.00	10,000,568.00		0.00	2,152,824,733	396,799,086	1,756,025,647
DV100 (Incl. Frozen)	0.00	0.00		0.00	0	0	0
Prorated (Incl. Frozen)	0.00	0.00		0.00	0	0	0



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Stephanie
Beitelschies

AGENDA ITEM:

Approve a Resolution amending the City of Anna Personnel Policy Manual. (City Manager Jim Proce)

SUMMARY:

As a part of the adopted Strategic Plan, staff was directed to identify areas of the City Personnel Policy that required revision. As city staff has worked under this personnel policy manual, a few technical conflicts and operations realities have been found. Sections of the proposed policy are changed to provide clarification and cleanup. The proposed revisions are listed below. Overall, these changes will provide support to staff's day-to-day city operations.

1. Cover page - Correction to resolution number on resolution amendments.
2. Remove the Human Resources Administrator and replace with the Director of Human Resources.
3. Update definitions: Human Resources Department and Director of Human Resources, promotions, and reclassification.
4. Remove the formal review request option from prior employees. Section 101.04 (e).
5. Add more definition to interim promotion. Section 101.14 (d).
6. Edit section 104.03.2 to include Communications Manager.
7. Add to section 104.03.3 to reference Governance Guide 2021 and Ordinance 930-2021.
8. Edit section 104.07 of dress code – remove no hats.
9. Edit section 104.11 of harassment policy – update to comply with current EEOC guidance and establish training requirements.
10. Edit section 104.11 to clarify enforcement of City's exclusive rights to its Logos.
11. Retitle section 105.01 from Compensation Plan to Compensation Plan and Philosophy. Edit section to include the adopted Compensation Philosophy.
12. Edit section 108.03.1 monthly cell phone plan reference.
13. Retitle section 108.03.2 Cell Phone Allowances to Cell Phone Issuance removing the cell phone allowance option.
14. Edit section 108.04.1 to include [policies and procedure document](#) for Communication Manager.
15. Edit spelling and formatting errors throughout the document.
16. Update section 113.01 Travel Policy.

17. Deleted blank pages throughout the document.

FINANCIAL IMPACT:

N / A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of the attached resolution approving changes to the Personnel Policy Manual.

ATTACHMENTS:

1. City of Anna Personnel Policy Draft 10.26.2021 C03029DD20211021CR1 redline
2. Res City of Anna Personnel Policy 10.26.2021 CM
3. Exhibits and Appendix Documents

APPROVALS:

Stephanie Beitelschies, Human Resources Director
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/20/2021
Approved - 10/20/2021
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City of Anna

Personnel Policy Manual

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CITY OF ANNA – Personnel Policy Manual

Preamble

This Personnel Policy Manual (this “Manual”) is prepared for informational and guideline purposes only and does not constitute a contract in any respect between the City of Anna (the “City”) and its employees. Except as expressly set forth in this Manual or in a written contract approved by the City Council, employment with the City is at will, and either the employee or the City may terminate the relationship at any time for any legal reason or for no reason. The City Manager may remove, with or without cause, any City employee or volunteer who is not required to be appointed by the City Council. The City reserves the right to release an employee at any time and for any reason, with or without cause, unless expressly prohibited by law.

The at-will status of an employee may only be modified by written contract between the City and an individual employee that is duly adopted by the City Council, signed by a duly authorized representative of the City, and contains express, clear and unambiguous language that identifies the employee and modifies the at-will status of that employee (“Employment Contract”). The at-will status in such case shall only be modified as to that individual employee and only to the extent modified by such contract. All statements in this Manual regarding the at-will status of City employees or any benefits provided herein shall control over any contradictory statements by any other person, whether oral or written, with the sole exception of an Employment Contract. Similarly, with the sole exception of benefits guaranteed in an Employment Contract, the City’s policies and practices with respect to any matter or any benefits now offered may be terminated at any time to full extent permitted under applicable law and same are not to be considered as creating any contractual obligation on the City’s part.

Statements of specific grounds for termination set forth in this Manual or in any other City documents are examples only, are not all-inclusive lists, and are not intended to restrict the City’s right to terminate at will.

It is the responsibility of each employee of the City to comply with all policies in this Manual and with other rules and regulations implemented in accordance with this Manual. If there are questions about any policies, procedures, rules or regulations, they should be discussed with the immediate supervisor, department head or City Manager, as appropriate.

Every employee in City service should understand that he/she is working for the public. It is the goal of the City to constantly develop more effective and efficient means to serve its citizens. Therefore, all employees should thoroughly understand their jobs duties and should possess respect for their work. Employees are expected to have knowledge of the relation of their jobs to those of other employees and to the entire City organization.

Individual departments may establish additional policies that are consistent with this Manual. Such departmental policies must be submitted to and approved by the City Manager. To the extent that such policies conflict with this Manual, this Manual shall control. Amendments to this Manual must be prepared by the City Manager and presented to the City Council for approval. Upon amendment, the modifications shall be distributed to all City employees and all City employees shall sign an acknowledgement that they have received, reviewed and understand the modifications (refer to Appendix A-1).

Notwithstanding any other provision of these policies, rules and regulations, the City Council may exempt individual City employees that the City Council appoints pursuant to its power under the

City's Home-Rule Charter from the application of certain policies, rules and regulations and may do so by duly adopted ordinance, resolution or written agreement. However, the City Council may not grant any exemption that would result in a violation of state or federal law.

Completion of an introductory or probationary period or "regular status" does not change an employee's status as an employee-at-will or in any way restrict the City's right to terminate such an employee or change the terms or conditions of employment.

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**CITY OF ANNA
PERSONNEL POLICY MANUAL**

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City of Anna

Personnel Policy Manual

Section 100. Introduction

100.01 Objectives

- (a) Objectives. The Preamble to this Manual is incorporated here as if set forth in full. Although most major areas of the City's personnel policies are defined in this Manual, situations may arise that are not specifically addressed in this Manual. In these instances, the City Manager may establish an appropriate policy or address such matters on a case-by-case basis as appropriate. All personnel policies apply to all City employees, except as expressly stated otherwise.
- (b) The general purpose of the policies and procedures set forth in this Manual is to bring into the service of the City a high degree of understanding, cooperation, efficiency, and unity, which comes through appropriate application of sound procedures in personnel administration, and to provide a uniform policy for all employees, with all of the benefits such a program insures. The human resource management system objectives, which include this Manual, are as follows:
- (1) Promote and increase efficiency, responsiveness to the public, and economy in the service of the City;
 - (2) Provide opportunity for qualified persons to enter and progress in City service based on merit and ability to perform the essential functions of the job with or without reasonable accommodations;
 - (3) Maintain recruitment, advancement, and tenure practices enhancing the attractiveness of a City career and encouraging all employees to give their best effort to the City and the public;
 - (4) Maintain consistent, up-to-date position classification and compensation plans based on the relative duties and responsibilities of jobs in City service; and
 - (5) Promote high morale among City employees by fostering positive working relationships and providing uniform human resources policies, opportunities for advancement, and consideration of employee needs and desires.
- (c) This Manual is not intended to fully describe or explain all of an employee's potential rights or duties. The provisions of this policy shall apply in addition to, and shall be subordinated to, any requirements imposed by applicable federal, state, or local laws, regulations or judicial decisions. Employees who desire further information should independently investigate the governing law and contact an attorney to evaluate their position. Unenforceable provisions of this policy shall be deemed to be deleted without invalidating any other parts of this Manual.

100.01.1 Definitions

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

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

Administrative leave means an authorized absence with pay.

Anniversary date means the month and date at which one year or additional years of employment with the City are attained by a regular full-time or part-time employee. If an employee changes from part-time to full-time status, then the anniversary date is changed to reflect the date the employee begins full-time status.

Charter or City Charter means the City of Anna, Texas Home-Rule Charter as amended.

City means the City of Anna, Texas.

City's personnel policies mean this Manual and all ordinances, directives, regulations and other requirements relating to City personnel matters, as amended.

City Council means the governing body of the City of Anna, Texas.

Confidential Information means: (1) all information held by the City that is not available to the public under the Public Information Act (Chapter 552, Local Government Code, or as amended, "the Act"), and any information from a meeting closed to the public pursuant to the Texas Open Meetings Act (Chapter 551, Local Government Code, or as amended), regardless of whether disclosure violates the Act and/or the Texas Open Meetings Act; and (2) information, whether or not subject to disclosure under the Act, that has not been made publicly available and that an employee has access to only because of the employee's status as a City employee or the employee's presence at City events or facilities that are not expressly open to the public.

Demotion means an assignment of an employee from a position in one classification to a position in another classification having a lower pay grade.

Department means a major functional unit of City administration, none of which are independent, jural entities.

Department head means any person, appointed by the City Manager, who is responsible for the administration of a department.

Employee means any person employed and paid a salary or wages by the City, and includes a person employed on a temporary or part-time basis, but does not include an independent contractor, the Municipal Court Judge(s), the City Attorney, a member of an appointed Board or Commission, or a member of the City Council.

Exempt employee means any employee paid on a salary basis who occupies an executive, administrative or professional position, or is a computer employee, as defined by the Fair Labor Standards Act, 29 U.S.C. § 213(a)(17)(as amended). Exempt employees, whether full-time or part-time, are eligible for all benefits offered by the City to its employees.

Fiscal year means the City's fiscal year, starting October 1 and ending September 30.

Full-time employee means any employee scheduled to work forty (40) hours or more per work week. Full-time employees are eligible for all benefits offered by the City to its employees.

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

~~*Human Resources Administrator or Human Resources Department* means the individual(s) to whom various human resource functions have been delegated by the City Manager, regardless of whether there is a specific department designated as the Human Resources Department. These terms may also refer to the City Manager, to the extent that the City Manager has not delegated any such human resource functions. The City Manager retains authority over all human resources functions that have been delegated and may modify, reverse or direct any action or decision by the Human Resources Administrator or Human Resources Department.~~
Director of Human Resources or Human Resources Department means the individual(s) to whom various human resource functions have been delegated by the City Manager, regardless of whether there is a specific department designated as the Human Resources Department. These terms may also refer to the City Manager, to the extent that the City Manager has not delegated any such human resource functions. The City Manager retains authority over all human resources functions that have been delegated and may modify, reverse or direct any action or decision by the Director of Human Resources or Human Resources Department.

Job means a collection of tasks, duties and responsibilities regularly assigned to and performed by an individual.

Lateral transfer or transfer means any change of an employee from one position to another position in a classification having the same pay grade.

Leave without pay means an authorized temporary absence without pay. If non-disciplinary, an employee on leave without pay may be permitted to expend accrued vacation benefits, accrued compensatory time, or accrued sick time while on leave.

Management, when used as noun, means the City Manager, department heads, or Supervisors with administrative management authority.

Manual means this Personnel Policy Manual, as amended, also referenced from time to time herein as Personnel Policies and Procedures.

Mayor means the Mayor of the City of Anna, Texas.

Merit means character or conduct deserving reward, honor, or esteem.

Military leave means any authorized absence of an employee for active or reserve duty, or training in the United States armed forces.

Month means one calendar month.

Motor vehicle accident means an incident involving a motor vehicle in which there is either a fatality, an injury treated immediately and/or away from the scene, any potential property damage, any unintended contact between a vehicle and another vehicle, or a vehicle is required to be towed from the scene due to disabling damage.

Non-exempt employee means any City employee not falling under the definition of Exempt Employee.

Outside employment means any business, trade, occupation, or profession performed for any entity other than the City, including self-employment.

Part-time employee means any employee who is scheduled to work less than forty (40) hours per week and who is not a temporary/seasonal employee.

Personnel policies mean this Manual and all ordinances, directives, regulations, and other requirements relating to City personnel matters, as amended.

Physician or licensed physician means any physician licensed by the Texas State Board of Medical Examiners.

Probationary Employee means any newly hired employee during the time of the employee's probationary status as further described in this Manual.

Promotion means an assignment of an employee from a position of one classification to any vacant position in another classification having a higher pay grade.

Reclassification means an assignment of an employee to a new position and/or grade profile to an existing position.

Reduction in force means a separation from City service because of a shortage of funds or materials, elimination of a position, or other reasons beyond the control of an employee and not reflecting discredit upon him/her.

Regular employee means an employee who is full-time, and is non-seasonal and non-temporary.

Regulations mean these Personnel Policies and Procedures.

Residence means the domicile of an employee.

Retirement date means the first day an eligible employee becomes entitled to receive retirement benefits.

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

Supervisor means an employee's direct report.

Suspension means an involuntary and unpaid discontinuance of City work for a specified period of time.

Temporary/Seasonal Employee means any employee appointed to any of the following:

- An assignment or job scheduled to last less than six (6) months;
- A position funded under a federal employment and training program, under which the employee meets federal eligibility requirements, but not including administrative or staff positions;
- A cooperative work-study program with an educational institution;
- A seasonal position, even though the assignment may last more than six (6) months;
- Any assignment of less than a full calendar year, which is repeated from year to year, even though the assignment may last more than six (6) months;
- A position which, by City policy and practice, is intended to give introductory work experience to a person preparing for entry into the work force; or
- A part time position expected to work less than twenty (20) hours per week, or less than one thousand (1,000) hours per fiscal year.

Temporary/seasonal employees are not eligible for any City benefits, other than workers' compensation benefits.

Termination means a disciplinary cessation of employment with the City.

Transfer or lateral transfer means any change of an employee from one position to another position in a classification having the same pay grade.

Volunteer means any person who freely offers to take part in any effort or undertake a task for the City and is not compensated as a regular employee. However, stipends may be provided for some tasks, as determined necessary by the City Manager and department head, and within budgetary constraints, and in accordance with a written policy governing the terms of the stipend.

Volunteer includes, without limitation, the following positions:

- Reserve Officers;
- Volunteer Firefighters;
- Persons working toward completion of community service requirements; and
- Any other non-compensated position performed by a person freely offering their work or services.

Volunteers are not eligible for any City benefits, other than workers' compensation benefits as applicable to volunteers.

Workday or Working Day means any one shift during which a department is open for business, or on which an employee is scheduled to work.

100.02 Administrative Authority

- (a) The City Manager may revise or amend this Manual within the law, and with City Council approval, to the extent deemed necessary by the City Manager in order to more effectively and efficiently promote the interest of the City and its employees. The City Manager shall develop and implement necessary procedures for the efficient administration of the City's personnel policies.
- (b) The general and final authority for human resources management rests with the City Manager, who may delegate it as necessary and proper, except for matters expressly reserved to the City Council under the City Charter or other applicable law. The ~~Human Resources Administrator~~Director of Human Resources shall advise and support management in all areas, including employee-management relations; training and career development; classification; compensation; benefits; retirement; and employee health, safety and morale. When appropriate and necessary, the City Manager and/or ~~Human Resources Administrator~~Director of Human Resources or their designees shall consult with the City Attorney for additional advice and/or assistance regarding this Manual and the City's personnel policies in general.
- (c) Department heads are responsible for enforcing the City's personnel policies as set forth in this Manual and as otherwise set forth in directives, memorandums, and other forms of instruction by the City Manager. Department heads shall cooperate with the ~~Human Resources Administrator~~Director of Human Resources and/or his/her designee(s) on all matters pertinent to their organization units. All employees have a responsibility and role in the implementation of the City's personnel policies.
- (d) The City reserves the authority to modify, revoke, interpret, or terminate any or all of the rules and regulations specified in these Personnel Policies and Procedures, in whole or in part, at any time, with or without notice. The issuance of these Personnel Policies and Procedures does not constitute an express or implied contract between the City and its employees. City supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the City, which are not consistent with these Personnel Policies and Procedures.

100.03 Applicability and Scope

- (a) The City's personnel policies as set forth in this Manual and elsewhere shall apply to all employees except:
 - (1) when superseded by the state or federal constitutions, state or federal legislation;
 - (2) where expressly stated otherwise in this Manual;
 - (3) when specific appointment and removal power of an employee is vested in the City Council by ordinance, or other law, and only to the extent that the City Council has made an express finding in an ordinance or resolution that one, or more, of the policies or procedures in this Manual do not apply to such employee; or
 - (4) to the extent that this Manual conflicts with an employment contract duly adopted by the City Council that has been duly executed by the City Council's duly authorized representative.

- (b) Failure to comply with these policies may result in appropriate disciplinary action. All City employees are charged with the responsibility of being thoroughly familiar with all provisions of these Personnel Policies and Procedures.
- (c) Elected officials, the City Attorney, the Judge(s) of the Municipal Court, members of appointed boards and commissions, persons employed under contract, and personnel appointed to serve without pay shall not be considered City employees for purposes of these policies. The City Attorney, City Secretary, and Judge(s) of the Municipal Court shall be evaluated by the City Council as set forth in the City's Charter.

100.04 Dissemination of Manual

All City employees shall be provided with a copy of this Manual and each department head shall keep an updated copy available for reference by employees. Whenever feasible, a newly hired employee should be provided with this Manual prior to reporting for duty on their first day. All employees must sign a statement that they have been furnished a copy of this Manual, and that the employee has read and understands it. It shall be the employee's responsibility to become thoroughly familiar with this Manual and any changes made to these this Manual. Employees shall not start work and shall not earn any wages, compensation, or benefits until the signed acknowledgement form has been returned to the ~~Human Resources Administrator~~Director of Human Resources (refer to Appendix A-1).

100.05 Amendments to Manual

Amendments to this Manual must be prepared by the City Manager and presented to the City Council, who may adopt them, with or without amendment. Upon any amendment to this Manual, each employee will be notified in writing of the amendment and directed to sign for having received amendment, and shall sign a statement that they have been furnished a copy of the amended policy or policies and have read and understand same as soon as is practicable thereafter.

100.06 Equal Opportunity Policy

- (a) It is the policy of the City to afford equal opportunity in all aspects of the employment relationship to all individuals. Equal Employment Opportunity is the law of the land, and the City will not discriminate because of race, color, religion, gender, age, national origin, political affiliation, disability, veteran's status, or other non-merit factors.
- (b) This Equal Employment Opportunity policy applies to all aspects of the employment relationship including but not limited to recruiting, interviewing, testing, ranking, selection, compensation, promotion, transfer, performance appraisal, training, discipline, layoff, and discharge.
- (c) The City will take necessary action to assure that its personnel policies and procedures support equal opportunities in employment. However, the City shall evaluate each individual based on merit and bona fide abilities and qualifications to perform the essential functions of the job.

100.07 Policy Directives, Departmental Policies

- (a) The City Manager may issue personnel policy directives which shall be in the form of written memorandums, the contents of which may not directly conflict with the policies and

procedures in this Manual. Such directives shall be distributed to all affected employees and shall apply with the same force as if the policies and procedures were set forth in full in this Manual.

- (b) Individual departments may establish additional policies that are consistent with this Manual. Before being implemented, such departmental policies must be submitted to and approved by the City Manager. The City Manager may modify such department policies by issuing a policy directive in the manner set forth above. To the extent that such policies conflict with this Manual, this Manual shall control.

100.08 Employment at Will

Employment with the City is at the mutual consent of the City and the employee. Either party may cease the employment relationship at any time, with or without cause, and with or without advance notice. However, an employee who leaves employment without providing the notice set forth in the City's personnel policy may lose eligibility for certain accrued benefits.

City of Anna

Personnel Policy Manual

Section 101. Employee Hiring and Appointment

101.01 Vacancies

Department heads shall notify the City Manager of any anticipated vacancies in their respective departments as far in advance as is reasonably possible to permit sufficient time for the selection of qualified candidates. Department heads shall notify the City Manager of any unexpected vacancies as soon as practicable after the vacancy occurs. At the City's discretion, vacancies may be filled through public announcement, promotions, transfers, demotions or reinstatement.

101.02 Announcement of Vacancies

Job vacancies may but are not required to be posted on the City website, on bulletin boards located at City Hall or various other websites and publications. If so posted, each job announcement insofar as practicable, shall specify the title, salary or salary range, and nature of the job; the required qualifications; whether competition is open to the general public, City employees or both; and the application deadline. Each announcement shall also contain a statement affirming the City's commitment to a policy of equal employment opportunity.

101.03 Employment Applications

- (a) Applications for employment or reinstatement shall be submitted on an Application for Employment Form (Appendix A-2), for each vacant position. In addition to the Application for Employment Form, the City may require an applicant to submit additional forms and documents, depending on the position for which the applicant is applying. The City may reject incomplete applications and applications not submitted in the prescribed manner. All information submitted in connection with applying for City positions is subject to verification.
- (b) No one shall be employed in any position with the City until a completed application of employment is provided to the Human Resources Department. All applications for employment that have not resulted in employment will be retained active for not more than 30 days after application submittal or the application deadline, whichever expires sooner; provided, however, that the City may hire applicants whose application has expired when in the City's best interest and when in conformance with equal opportunity employment. After the expiration of an active application, the City may require that a new application and/or resume must be submitted in order to be considered for any new openings. Applications that have resulted in employment shall be included in the employee's City employment records and continue to be subject to verification of the facts stated therein.
- (c) The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

- (d) Employees shall be responsible for notifying the department head and Human Resources Department of any change in address, marital status, current telephone number or any other information required by the Human Resources Department.

101.04 Employment Evaluation/Disqualification

- (a) Employment with the City shall be based on merit, ability, and fitness to perform the essential functions of a job, with or without reasonable accommodations. The primary goal of the City is to fill vacancies with highly qualified applicants that are the best suited for the position. The City Manager, department head, or their respective designee(s) shall determine the most appropriate means of evaluating applicants against job requirements and organizational mission to identify the qualified persons suited for the job. Depending on the job positions and its essential functions, the City may, as deemed appropriate, use reference checks, interviews, medical and psychological examinations, drug tests, physical agility tests, criminal history checks, verification of citizenship or employment eligibility, skills tests, written tests, driver's license checks, credit checks, and/or other screening procedures as deemed appropriate and in all cases use of same shall be consistent with applicable employment laws and regulations and the City's personnel policies.
- (b) Applicants may be required to provide any information regarding work experience and qualifications necessary to demonstrate compliance with prescribed qualification requirements or proficiency.
- (c) At a minimum, to be eligible for employment with the City, or for a change in present personnel status, an individual must:
 - (1) be at least sixteen (16) years of age, depending upon the requirements of each position;
 - (2) have a social security number;
 - (3) agree to be fingerprinted, if requested;
 - (4) agree to a polygraph examination related specifically to job performance for positions designated by the City Manager, if requested, and such examination is not prohibited by law;
 - (5) where permitted by law, pass a physical and/or psychological examination administered by a licensed medical practitioner selected by the City, to ensure ability to perform essential duties of the job;
 - (6) where permitted by law, submit to alcohol and drug screening tests;
 - (7) satisfactorily complete any interviews, examinations and performance tests, if required because of job duties;
 - (8) show proof of United States citizenship, legal residence, or other documentation that establishes employment eligibility in the United States, as required by the Department of Justice;

(9) possess a valid Texas driver's license and have an acceptable driving record in compliance with the City's personnel policies, where applicable, unless waived by the City Manager (when requested, applicants must provide a copy of their driving record to the City and/or provide the City with a signed and completed form of release that will allow the City to obtain the applicant's official driving record); and

(10) meet minimum requirements of the job description for which employment is sought, and submit to all other employment procedures administered by the Human Resources Department.

(d) An applicant shall be disqualified from consideration if he or she:

(1) does not meet the necessary position-performance qualifications;

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

(3) commits or attempts to commit a fraudulent act at any stage of the selection process;

(4) does not have a driving record that is acceptable to the City;

(5) is in violation of the City's Substance Abuse Policy;

(6) is not lawfully authorized to work in the United States in accordance with the Federal Immigration Reform and Control Act, as amended; or

(7) would, if hired, be in violation of the nepotism policy or laws.

(e) Former employees of the City who were dismissed for reasons of misconduct or performance are considered ineligible for rehire. ~~Should an exception be desired, a formal review can be requested in writing to the City Manager no sooner than one year after separation.~~

(f) An applicant may also be disqualified from consideration upon other reasonable grounds relating to job requirements.

101.05 Americans with Disabilities Act

The City is an equal opportunity employer and, as such, requires compliance with the Americans with Disabilities Act (ADA). The Act prohibits discrimination against qualified persons with disabilities in application procedures, hiring, advancement, discharge of an employee, employee compensation, job training, and other terms, conditions, and privileges of employment. All requests by City employees for reasonable accommodations under the ADA should be submitted in writing to the ~~Human Resources Administrator~~Director of Human Resources, who shall notify the employee's department head. The City shall comply with ADA regulations when considering all requests for accommodation. Supervisors or department heads, as applicable, are required to engage in a good faith, interactive dialogue with qualifying persons to identify whether reasonable accommodations may be available for an employee's disability.

101.06 Applicant Referral, Interview and Selection Process

- (a) The referral of applicants to department heads for selection shall be in accordance with approved City policies, procedures, and practices developed by the City. Interviews will be structured and conducted in such manner as to appraise the applicant's qualifications and ability to perform the essential functions of the position. All applicants meeting the minimum requirements may not receive a personal interview. All departmental proposed hiring procedures that are more specific than the policies and procedures set forth in this Manual will be submitted in writing to the City Manager and ~~Human Resources Administrator~~Director of Human Resources who shall forward same for review by the City Attorney. Such proposed procedures shall not go into effect unless and until approved by the City Manager and City Attorney.
- (b) The department head will make the selection of the most qualified applicant. The department head will then submit the selection to the City Manager and/or his designee to proceed with any appropriate pre-hiring screening or background checks.
- (c) The City may conduct criminal history records checks on all new employees, including those in part-time, temporary and selected volunteer positions. Since it may take several weeks to receive results, applicants selected for positions may be offered provisional employment. If applicants have not provided accurate information regarding their criminal history, they may be dismissed from employment.

101.07 Authority for Employment Hire

- (a) Hirings shall be made based on the applicant's qualifications, experience, talents and suitability for the job as ascertained through fair and practical selection methods. It shall be the policy of the City to appoint the most qualified applicant best suited for the position.
- (b) The hiring authority for all City positions shall rest with the City Manager except as otherwise provided by the City Charter. The City Manager may delegate such authority to the department head for those positions under his/her supervision, and when hiring authority is delegated the department head shall keep the City Manager and ~~Human Resources Administrator~~Director of Human Resources informed of all proposed hirings in writing before an offer is made to an applicant. Offers of employment will be made through the Human Resources Department.

101.08 Employment Status

All employees are classified into one of the following categories:

- Regular or Full-Time Employee – Employment in an authorized position in which the employee works at least 40 hours in a regular work schedule.
- Part-Time Employee – Employment in a position normally budgeted less than 40 hours per work week.
- Temporary Employee – Employment in a position established for a specified period of time by the person(s) authorized to make such delegation(s), or for the duration of a specified project or group of assignments.

101.09 Exempt or Non-Exempt Status

- (a) To determine eligibility for overtime pay, employment positions are classified as "Exempt" or "Non-Exempt" in accordance with federal and state labor laws and these Personnel Policies and Procedures. Eligibility for overtime pay is identified below:
- (1) Exempt – Exempt employees are not eligible for overtime pay, but under limited circumstances may be granted personal time off during normal work hours for extra hours worked according to Section 105.04 of this Manual.
 - (2) Non-Exempt – This classification includes all positions that are not exempt. These positions are generally eligible for overtime pay.
- (b) All job descriptions should state whether the position is exempt or non-exempt. However, in the event that this is not the case, or if any questions arise about whether a position is exempt or non-exempt, the matter shall be referred to the Human Resources Department prior to a final hiring or overtime payment decision.

101.10 Nepotism

- (a) In addition to the minimum restrictions set forth in the Charter, the purpose of this policy is to define appropriate business relationships in the workplace that involve certain relatives either of blood, adoption, marriage or cohabitation.
- (b) Definitions:
- (1) *Nepotism* - The practice of employing, favoring, providing benefits to, or giving any workplace preference to certain relatives over other employees.
 - (2) *Relatives* - Includes, but are not limited to, the first, second and third degree of consanguinity (blood), including adoption; and the first and second degree of affinity (marriage). Common Law marriages, as recognized by the State of Texas, will also be included for purposes of this policy. See tables below for examples:

Consanguinity (Blood Relationships) and Adoptive Relationships		
First Degree	Second Degree	Third Degree
Mother	Grandparent	Great Grandparent
Father	Grandson	Great Grandson
Daughter	Granddaughter	Great Granddaughter
Son	Uncle	Great Niece
Brother	Aunt	Great Nephew
Sister	First Cousin	Second Cousin
	Niece	
	Nephew	

Affinity (Marriage Relationship)	
First Degree	Second Degree
Wife	Brother-in-Law
Husband	Sister-in-Law
Son-in-Law	Spouse's Grandparent

Daughter-in-Law	Spouse's Grandchild
Mother-in-Law	Step-Grandparent
Father-in-Law	Stepsister
Stepmother	Stepbrother
Stepfather	
Stepdaughter	
Stepson	

- (3) *Cohabitants* – Persons who live together in a sexual relationship but are not married, nor are declared to be married.
- (4) *Roommates* – Any combination of Supervisor(s) and Subordinate(s) sharing the same living quarters. For the purposes of this nepotism policy, “living quarters” does not include City-owned or City-controlled facilities, such as a fire station, at which employees are scheduled to work or sleep overnight shifts.
- (c) In addition to any limitations or restrictions under state law or the City's Charter, relatives, cohabitants, or roommates to any elected or appointed City Official, or to any department head, shall not be employed in any paid position with the City after the effective date of this Manual. For the purposes of this provision, the term “City Official” means and includes: the Mayor; Members of the City Council; Municipal Court Judges and Magistrates; the City Manager; the City Secretary; the City Attorney; and Members of the temporary or standing, current or future Boards, Commissions, Governing Bodies, and Boards of Directors when those Boards, Commissions, Governing Bodies, and Boards of Directors are appointed in their entirety or partially by the City Council. No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor or any City Council member or the City Manager may be employed by or contracted with for the City. This does not apply to:
- (1) any person employed by the City before the person related in the above degree files to run for elective office or is nominated for an appointment, or
 - (2) any person who is a seasonal employee or intern of the City.
- (d) No City employee shall be supervised directly by a relative, cohabitant or roommate. City employees will not be transferred or promoted into positions that would cause them to be in a direct supervisor/subordinate relationship with a relative, cohabitant, or roommate.
- (e) All external applicants for employment must, at the time of application and hire, disclose the name(s) of any relative(s), cohabitant(s), or roommate(s) serving as elected City officials, or currently working for the City in any capacity. Nondisclosure of this information by an applicant shall be deemed as falsification of his/ her application and shall result in non-consideration for a position, or termination if the person has already been placed on the payroll. In the case of collusion, the current employee who is a relative, cohabitant, or roommate may be subject to disciplinary action, up to and including, termination.
- (f) When a relationship is created which is not allowed by this policy, the employees are in violation of this policy. The affected employees must inform the Human Resources Department of the relationship that violates this policy within five business days of the creation of the prohibited relationship. Failure to disclose this policy violation to the Human Resources Department shall result in disciplinary action, up to and including, termination.

(g) All employees who are being considered for promotion or transfer to another position (whether in the same department, or to a position in another department) must, at the time of the application for promotion or transfer, disclose the name(s) of any relative(s), cohabitant(s), or roommate(s) serving as elected City officials or currently working for the City in any capacity. Non-disclosure may result in disciplinary action, up to and including, termination.

(h) Relatives, cohabitants, or roommates may not work in the same division, or in the same department under the direct supervision of the same immediate supervisor. Under no circumstance may relatives, cohabitants, or roommates permanently supervise one another. Further, no relatives, cohabitants, or roommates shall be placed in positions allowing for financial signature approval of any purchasing or payroll transactions for one another. In the case where business demands require indirect or temporary supervision of relatives, cohabitants, or roommates, the Department Head of the employee(s) is responsible for establishing a process of auxiliary review for the affected employee(s). This process will include review and signature authority over timesheets, purchase orders and any other action where a conflict could arise from the reporting relationship of relatives, cohabitants, or roommates. Additional related restrictions are set forth below in Section 101.10.1. In the event of any conflict, the more restrictive provision shall govern.

(Amended 9/22/2015, Res. No. 2015-09-10)

(i) The hiring and promotion of relatives, cohabitants, or roommates shall not be allowed, even in different departments, if that action creates a conflict, or the appearance of a conflict of interest for the City, as determined by the City Manager. When any relationship through blood, adoption, marriage, or cohabitation presents a conflict of interest for the City, the City reserves the right to take appropriate action to eliminate the conflict, which may result in disciplinary action being taken up to and including termination.

(j) A current City employee may not be involved in the hiring or selection, or the recommendation of hiring or selection of a relative, cohabitant, or roommate.

(k) Supervisors may not participate in disciplinary decisions or appeals involving his/her relative, cohabitant(s), or roommate(s).

(l) When a relationship is created which is not allowed by this policy or a departmental rule, one of the employees must resign his/her position. The decision as to which employee shall vacate his/her position shall, initially, be left up to the affected employees. In all such situations, the following procedure shall apply:

(1) The affected employees shall disclose their potential violation of this policy to their department head.

(2) The department head will notify the Human Resources Department of the potential policy violation.

(3) If the Human Resources Department determines there is a policy violation, the ~~Human Resources Administrator~~Director of Human Resources will notify the effected employee(s) and the City Manager of the policy violation.

- (4) Upon receipt of notification of the policy violation, the affected employees shall be given (15) fifteen calendar days from the date of the policy violation occurrence to make a decision as to which affected employee shall vacate his/her position. At the conclusion of 15-day post notification period, the affected employees shall be given an additional fifteen (15) calendar days in which to vacate one of the positions.
- (5) If the employees fail to make a decision as to whom should vacate his/her position within the fifteen (15) calendar day notification period, the City Manager shall notify the employee who has the least seniority with the City, based upon the most recent hire date, that he/she must vacate his/her position.
- (6) There are some departments/positions within the City that, because of the nature of work conducted with all other positions in the City, it is inappropriate for persons in these department/positions to be related to anyone employed by the City in any capacity, by blood, marriage, or cohabitation, or roommate relationship. Within the City, these departments, divisions and positions include:

1. City Secretary's Office
2. City Manager's Office
3. Finance Department
4. Human Resources Department

- (m) The City reserves the right to designate additional departments/positions to those listed in subsection (l), above, as necessary, to prevent adverse impact on the work environment. If relatives, cohabitants, or roommates are mistakenly awarded these positions, the opportunity for alternate placement described earlier in this practice would apply.

101.10.1 Dating/Fraternization Policy

- (a) The City encourages a collegial and supportive atmosphere at work for its employees. However, interpersonal relationships such as dating or romantic relationships between employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the office; or harming the goodwill and reputation of the City with its citizens, its customers, its business interests, or in the community at large. For this reason, employees are subject to the following rules with respect to their relations with other employees, both on and off duty:
- (b) A supervisor shall not engage in any form of romantic relationship with a subordinate employee as doing so could impair the supervisor's judgment with respect to the subordinate or have the appearance of creating or promoting favoritism or special treatment for the subordinate employee. In addition, employees within the same department shall not engage with one another in any form of romantic relationship as doing so tends to disrupt the smooth and orderly flow of work within a department. Any of the relationships prohibited in this subsection (b) must be promptly disclosed to the ~~Human Resources Administrator~~Director of Human Resources or to the City Manager, as appropriate. The employees involved will be given the opportunity to choose which of them will be reassigned to an alternative position, if feasible and in the City's best interests as determined in the City's sole discretion and where favoritism, special treatment, and other potential negative effects will not be an issue. Alternatively, one or both employees may be subject to dismissal, depending upon the nature of the situation. All employees, especially managers, are reminded that the

qualities of good judgment, discretion, and compliance with guidelines are all taken into account when considering future advancement opportunities and salary increases.

(c) In addition to the types of relationships prohibited under subsection (b), relationships or social activity between two or more employees is prohibited if such relationship or activity:

- (1) has the potential or effect of involving the employees, their coworkers, or the City in any kind of dispute or conflict with other employees or third parties that is disruptive to the workplace;
- (2) unreasonably interferes with the work of any employee;
- (3) creates a harassing, demeaning, or hostile working environment for any employee;
- (4) disrupts the smooth and orderly flow of work within the workplace, or the delivery of services to the City's clients or customers;
- (5) harms the goodwill and reputation of the City; or
- (6) tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship.

Such relationships or activities must be promptly disclosed to the ~~Human Resources Administrator~~Director of Human Resources or to the City Manager, as appropriate. The employee(s) responsible for such problems will be subject to counseling and/or disciplinary action, up to and potentially including termination of employment, depending upon the circumstances.

(d) Employees who conduct themselves in such a way that their actions and relationships with each other foreseeably become the object of gossip among others in the office, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from the ~~Human Resources Administrator~~Director of Human Resources or the City Manager, as appropriate, to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.

(e) Friendships and social contacts between employees are not a matter of concern as long as they are consistent with the above rules and guidelines. Employees may address any questions on this policy to the ~~Human Resources Administrator~~Director of Human Resources or the City Manager, as appropriate.

(f) The terms "dating" and "romantic relationship" as used in this section include, but are not limited to casual dating, serious dating, casual sexual involvement, and any other conduct or behavior normally associated with romantic or sexual relationships. This policy applies only to consensual romantic relationships. Unwanted sexual attention (including but not limited to physical contact) and sexually oriented behavior with the purpose or effect of creating an offensive environment is prohibited, and is covered in more detail in Section 104.11 of this Manual. The restrictions on romantic relationships in this section apply

regardless of the sexual orientation of the employees involved. This policy shall be implemented in a nondiscriminatory manner and the City shall take any steps necessary to avoid disparate impact on either sex.

101.11 Residency Requirements

Except as outlined in the City Charter, there shall be no absolute residency requirements for City employment. However, departmental policies and job descriptions outlined at the time of hire may require a specific response time for those employees likely to be called to work in cases of emergency. Such employees may be required to reside within a reasonable commuting range of their places of work. For these purposes, a reasonable commuting distance shall be defined as twenty miles from the City. The City Manager shall make any final determination regarding acceptable response time or distance for key personnel. Employees who are allowed to operate City vehicles between their places of residence and work may be required to reside within the City or a reasonable commuting range as defined above.

101.12 Pre-Employment Screenings and Examinations

- (a) Individuals who receive an offer of employment from the City must undergo a drug screening at a pre-designated laboratory as directed by the City prior to the first day of employment. The offer of employment is conditional upon the results of the drug screening. The lab work will be covered at the expense of the City.
- (b) When job-related and based on business necessity, certain pre-designated positions may also require individuals to take a medical and/or physical examination at City expense given by a doctor or other health care provider designated by the City. For such positions, the offer of employment is conditional upon the results of the required examination. The results and the information obtained regarding medical condition or history will be collected and maintained in separate forms and in separate medical files and shall be treated as confidential medical information to the extent required under law. The City Manager, or other hiring authority, acting upon information such medical/physical testing results, shall be the final authority in determining medical suitability for employment.
- (c) The Texas Commission on Law Enforcement Officer Standards and Education requires that all peace officers be examined by a licensed psychologist who certifies that they are in satisfactory psychological and emotional health to be a police officer. For all Fire Department employees/volunteers, the Texas Commission of Fire Protection requires a physical assessment under NFPA 1582.

101.13 Emergency Temporary Appointments

The City Manager may hire temporary employees in cases of emergencies, or unusual or extraordinary circumstances that create demands for service that exceed the work force capabilities of the City.

101.14 Promotions and Temporary Promotions

- (a) "Promotions" are position changes to classes with higher maximum salaries or wages and/or positions that carry additional responsibilities. Qualified employees may apply for promotion to vacant positions when positions are advertised or posted. To be eligible for a promotion, an employee must meet the current minimum requirements for the vacant position.

(b) Probationary employees are generally not eligible for promotion during the probationary period. Exceptions may be granted by the City Manager when such promotion is in the best interest of the City. All promotions within an employee's current department shall be documented on appropriate forms and forwarded to the Human Resources Department for processing.

(c) The following process shall be utilized for promotions:

(1) Application. A current City employee applying for a position outside the employee's department must complete a new employment application. If the position is within the employee's department, a Consideration for Promotion/Transfer Request Form (Appendix A-3) may be completed in lieu of the regular Application for Employment Form (Appendix A-2).

(2) Contacts. The applications submitted by qualified employees shall be delivered to the Human Resources Department and the department head. The department head may contact applicants to arrange interviews.

(3) Transfer Dates. If a current employee is selected to fill a vacancy in a different department, the Human Resources Department shall contact the employee's current department head to establish a mutually agreed-upon transfer date, and the City Manager shall have final authority to establish said date. Promotions must be effective the first day of a payroll period.

(4) Promotion Initiation and Approval Level. The department in which a transferred employee will be placed must initiate a Personnel Action Form (Appendix A-4) to promote and/or transfer the employee. See additional information in the subsection below to be stated in the Personnel Action Form if the promotion is temporary. The signature/approval level for promotions and temporary promotions is the City Manager.

(d) Temporary or interim promotions may be authorized to ensure the proper performance of City functions, if a position is vacant or the regular incumbent is absent. Temporary promotions are intended to be of limited duration and shall not be used to circumvent the normal selection process. Employees given temporary promotions shall not acquire any status or rights to the positions to which they are temporarily promoted. Employees temporarily promoted may receive additional compensation for the duration of the temporary promotion. In those cases where additional compensation is provided, the City Manager or department head, as appropriate, must designate the duration of temporary assignment time period on the Personnel Action Form. Employees may be compensated at the base range for the temporary assignment position. If an interim promotion becomes permanent, the employee's promotion date will be the effective date of the interim promotion.

(e) Exceptions to the procedures in this section may be made by the City Manager when it is in the best interest of the City.

101.15 Lateral Transfers

- (a) A lateral transfer is the assignment of an employee from one position to another position without a change in compensation. Qualified employees may apply for lateral transfers to vacant positions when the positions are advertised or posted.
- (b) Probationary employees are not eligible for lateral transfer during the probationary period. Exceptions may be granted by the City Manager when such lateral transfer is in the best interest of the City.
- (c) The transfer process is described below:
 - (1) Application. Employees applying for positions outside their departments must complete a new employment application. If the position is within an employee's department, a Consideration for Promotion/Transfer Request Form (Appendix A-3) may be completed in lieu of the regular Application for Employment Form (Appendix A-2).
 - (2) Contacts. Qualified employees referred to the Human Resources Department may be contacted by the department head for interview arrangements.
 - (3) Transfer Dates. If an employee is selected to fill the vacancy, the Human Resources Department shall contact the employee's current department head to establish a mutually agreed-upon transfer date. The City Manager shall have final authority to establish said date. Transfers must be effective the first day of a payroll period.
 - (4) Transfer Initiation. The department in which a transferred employee will be placed must initiate a Personnel Action Form (Appendix A-4) to transfer the employee. See additional information in the subsection below to be stated in the Personnel Action Form if the promotion is temporary.
 - (5) Transfers. Lateral transfers may be implemented at any time by the City Manager for administrative convenience.
 - (6) Approval Levels. The signature/approval level for lateral transfers is the City Manager. Approvals will be documented on a Personnel Action Form (Appendix A-4).
 - (7) Exceptions to the procedures in this section may be made by the City Manager when it is in the best interest of the City.

101.16 Demotions

- (a) A demotion is the assignment of a City employee from the employee's currently held position to a new or different position that provides less compensation. A demotion may occur as a disciplinary measure or for poor work performance.
- (b) Employees qualified to perform lower-level position duties may be approved for administrative demotion at their own request. Administrative demotions may be alternatives to layoffs or terminations. Administrative demotions shall not be considered disciplinary actions nor disqualify employees involved from consideration for later advancement. Demotions implemented as alternatives to layoffs may be fully or partially rescinded at any time. Probationary employees generally are not eligible for voluntary demotion during the

probationary period. Exceptions may be granted by the City Manager when such voluntary demotion is in the best interest of the City.

- (c) All demotions must be approved by the City Manager.

101.16.1 Reduction in Pay for Disciplinary Reasons

An employee's pay for continued performance in the same position may be reduced as a disciplinary measure. The period covered by this type of disciplinary action may not exceed sixty days. Any pay reduction for disciplinary reasons must be authorized by the City Manager.

101.17 Re-Hire Eligibility

Former employees of the City who left employment in good standing are considered eligible for rehire. Former employees of the City who were dismissed for reasons of misconduct or inadequate performance are considered ineligible for rehire. Should an exception be desired, a formal review can be requested in writing to the City Manager no sooner than one year after separation. Upon separation from employment, the status of eligibility for rehire shall be set forth in a Personnel Action Form (Appendix A-4).

101.18 Employee Orientation

- (a) Upon hire, new employees shall go through a thorough orientation about the nature of the job, the benefits, obligations and responsibilities of the position, and the general policies and procedures of both the City and the department in which he or she is employed. Depending on the position, the orientation may be more or less formal, and may require more or less time. This orientation may be conducted by the Human Resources Department or department head, as applicable.
- (b) In addition, the City shall obtain information needed for insurance programs, determining citizenship status, etc., such as date of birth, that were not provided for in the application for employment.
- (c) To the extent the following has not occurred before orientation, it should be the first step in the employee's orientation: (1) this Manual should be provided to and read by the employee; and (2) the employee shall provide the ~~Human Resources Administrator~~Director of Human Resources with a signed copy of the acknowledgement form (refer to Appendix A-1).

101.19 Employee Personal Information

- (a) Duty to Update. All employees are required, as a part of their employment duties, to furnish to their department head any change in address and telephone number, and to keep current a designation of beneficiary form. This information shall be forwarded to the ~~Human Resources Administrator~~Director of Human Resources to be filed as a part of the personnel records of the employee.
- (b) Public Information Act. Much of the information regarding employees of a governmental entity such as the City of Anna is subject to disclosure to the public under the Texas Public Information Act. Upon proper request, all information required to be disclosed under the Texas Public Information Act shall be released; however, information related to an employee's home address, home telephone number, emergency contact information, social

security number or that reveals whether the employee has family members shall not be released **if** the employee has requested that such information not be released. Employees who do not wish the information consisting of their address, home telephone number, or which reveals whether the employee has family members must notify the ~~Human Resources Administrator~~**Director of Human Resources** of their desire to withhold such information within fourteen days of beginning employment with the City, and must sign appropriate documentation that expresses such desire. If no request to withhold is received from an employee, by operation of state law the information will be subject to public access.

101.20 Internships

- (a) Internships provide students with an opportunity to combine work experience and professional development to enhance their formal education.
- (b) The City shall establish and maintain strong collaborative relationships with colleges/universities for the purpose of providing professional development opportunities to students interested in careers in local government.
- (c) Each year during the budget process, departments may submit to the Human Resources Department and the City Manager a request for an internship to provide internships for the following fiscal year. The request must include a description of the goals, objectives for the assignment and length of the internship. All internships, paid or unpaid, must be approved by the City Manager and the Human Resources Department.
- (d) Internships may be voluntary or paid. Candidates for internships will be required to complete a pre-employment drug screen and criminal background check as outlined in this Manual for other employees. Interns will be hired as temporary employees and therefore are not eligible for any benefits associated with permanent employment with the City.
- (e) The hiring supervisor will complete an evaluation of the intern's performance at the conclusion of their assignment and submit to Human Resources. If the Intern's educational institution provides an evaluation to be completed for their records, the City's review will be completed as a supplement to the institution's requirement. Any additional requirements of the intern's educational institution should also be met.

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Section 102. Reference Checks and Recommendations

102.01 Reference Checks

- (a) All requests for information, written or verbal, from persons outside the City concerning job applicants and/or current, retired, or terminated employees must be referred to the ~~Human Resources Administrator~~Director of Human Resources. Examples of requested items shall include, but not be limited to:
- (1) Verification of employment for loan and/or credit application;
 - (2) Verification of employment status;
 - (3) Salary verification or information;
 - (4) Verification of work and/or attendance records; and
 - (5) Prior work history.
- (b) The ~~Human Resources Administrator~~Director of Human Resources shall inform an employee whose information has been requested. Unless the employee signs a release specifying specific additional information to be released, the ~~Human Resources Administrator~~Director of Human Resources will release only the dates of employment, position held and final salary, subject to any requirement to release additional information if required by law.

102.02 Recommendations

Letters of Recommendation written for a current, retired or terminated employee must be approved by the City Manager or his or her designee. A copy of the letter shall become a part of the employee's file.

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Section 103. Probation

103.01 Probation Period

- (a) Every newly employed person is a probationary employee until the employee successfully completes a probation period of six months, unless otherwise specified by department policy or law.
- (b) The department heads shall use the probation period to closely observe and evaluate the work and fitness of employees and to encourage adjustment to their jobs. Only those employees who have satisfactory job performance and meet the minimum job qualifications during their probation periods shall be retained.
- (c) Satisfactory job performance includes, but is not limited to: regular attendance; punctuality; proper conduct toward the supervisor, fellow employees, City administration, City Council and the general public; and satisfactory performance of the duties of the position.
- (d) An employee's probation period may be extended up to three more months if, in the opinion of the department head or the City Manager, such additional time is necessary or warranted in order to adequately evaluate the employee or to secure any license or certification required for the position. In the case of appointing or promoting department heads, the probation period shall be evaluated by the City Manager.
- (e) Newly hired and newly promoted employees generally are not eligible for promotion, lateral transfer or voluntary demotion during the probationary period. Exceptions may be granted by the City Manager when such promotion, lateral transfer or voluntary demotion is in the best interest of the City.
- (f) Newly hired employees generally are not eligible for paid sick time during the first ninety (90) days of the probation period. Exceptions may be granted by the City Manager when such compensation is in the best interest of the City. During the first six months of employment, newly hired employees are not eligible to receive vacation pay, although vacation time begins accumulating upon the first day of employment. Exceptions may be granted by the City Manager when such compensation is in the best interest of the City.
- (g) The probation period does not modify the "at-will" nature of City employment. During or at the end of the probation period, the department head may discharge or discipline any employee at will and such disciplinary action or discharge shall not be subject to any grievance or other review.

103.02 Completion of Probation

- (a) Department heads shall submit a performance evaluation on each employee to the City Manager approximately two weeks prior to the completion of the probation period.

(b) Notwithstanding subsection (a), an employee may be deemed to have failed their probation period at any time within the probation period or at the conclusion thereof, in which case the employee shall be subject to termination, without any recourse to grievance or other review proceedings. However, the employee may be administratively transferred to a more suitable position with approval of the City Manager.

103.03 Appeal of Failure of Probation

An employee failing probation shall have no right to appeal except on the grounds of discrimination or other grounds prohibited by law and City policies, in which case the employee may appeal in writing to the City Manager within three working days following notice of failure of probation. The decision of the City Manager shall be final.

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Section 104. Code of Conduct

104.01 Attendance/Standard Work Hours/Time Sheets

- (a) All employees are expected to be regular in attendance, report to work as scheduled, and work their scheduled hours and overtime, if necessary. Employees shall be at their place of work in accordance with City and departmental policies and regulations.
- (b) In general, the City's business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The standard work day will be eight hours exclusive of a one-hour meal period as approved. Employees in certain departments including but not limited to the Police and Fire Departments and Public Works will often have designated work schedules outside of the standard business hours that may exceed the eight hour standard work day. Department heads may provide for alternative schedules to the standard work day or may authorize alternative work locations (i.e. work from home) for individuals or groups of employees if necessary or desirable, subject to approval of the City Manager.
- (c) Unless otherwise authorized, an employee may take no more than two 15-minute rest periods each full work day if duties permit. Rest periods shall be considered a privilege and not a right and shall never interfere with the proper performance of the work responsibilities of each department, and time does not accumulate if not taken.
- (d) For pay purposes the work week begins at 12:01 am on Monday and ends at midnight on the following Sunday. The work week for eligible non-exempt police officer and firefighter employees runs on a 28-day cycle. Department heads shall establish work schedules and maintain daily employee attendance records. All employees are expected to submit their approved time sheet signed by their supervisor according to departmental policies; failure to provide a time sheet at the time specified by the supervisor may result in a delay in an employee receiving some or all of the compensation due for time worked. The Human Resources Department will maintain annual employee attendance records.

104.02 Work Standards

- (a) Employees while on duty are at all times individually responsible for conducting themselves in a professional and ethical manner and for treating coworkers and members of the public with respect and dignity. The intent of this policy is to make a clear statement that unprofessional and abusive behavior will not be tolerated in the workplace. In addition to the provisions in this Manual, employees are responsible for complying with any other federal and state laws or regulations and local ordinances governing their conduct.
- (b) Grounds for immediate dismissal of an employee may include, but are not limited to:
 - (1) Use of intoxicants or controlled substance while on duty, or reporting for duty while under the influence of intoxicants or otherwise violating any policies related to controlled substances or substance abuse;

- (2) Unauthorized possession of firearms, explosives or any dangerous weapons at any time, on any City property (including, but not limited to parking lots and City vehicles, except as authorized by state law for concealed handgun permit holders transporting or storing a firearm in a locked and privately owned motor vehicle in accordance with the Texas Labor Code, Chapter 52, and other applicable law) or while performing City work;
- (3) Conviction of a felony (a plea of no contest will be considered a conviction for the purpose of this section); or crimes involving moral turpitude or dishonesty which can include, but are not be limited to, certain misdemeanors, depending on the circumstances;
- (4) Absence without leave for a full work day or more, with or without notice by the employee, or absence for a serious medical condition for more than twelve weeks unless such circumstances are in compliance with laws, including the Family Medical Leave Act to the extent applicable;
- (5) Insubordination or refusal to obey a just order, including, but not limited to, neglect of duty, refusal or failure to obey orders or instructions in the line of duty, public disrespect displayed toward a supervisor or the City while performing work for the City, abusive language to any supervisor, and refusal to sign a form acknowledging receipt of any documentation provided by the City to the employee if the documentation is accompanied by a statement indicating that the signature is not an admission of guilt;
- (6) Fighting, threat of violence or any unnecessary intimidating conduct or unreasonable disruption in the workplace;
- (7) Bullying of any employee or official of the City, including but not limited to peers, subordinates, or supervisors;
- (8) Willful or reckless misuse, destruction, theft or conversion of City property, whether on or off duty, including, but not limited to, destruction, misappropriation or removal of City property (including files and work documents) or the property of employees, clients or customers;
- (9) Falsification or unlawful destruction or use of official documents or records;
- (10) Repeated or habitual absenteeism, even if excused, or tardiness;
- (11) Abuse or unauthorized use of sick leave
- (12) Substandard performance, inability or unwillingness to perform the essential functions of the position with or without reasonable accommodations;
- (13) Misconduct or mismanagement of a position of employment by action or inaction, neglect that jeopardizes the life or property of another, intentional wrongdoing, intentional violation of a law or violation of a policy or rule adopted to ensure the orderly work and safety of employees;

- (14) Engaging in activities other than assigned work during working hours and/or while operating City equipment, without advance approval by the employee's supervisor;
 - (15) Use of City property or time for personal financial gain or personal enjoyment;
 - (16) Failure to report occupational injuries or accidents promptly to the employee's supervisor, including but not limited to motor vehicle accidents in a City vehicle;
 - (17) Violation of the ordinances of the City or of the City's personnel policies;
 - (18) Non-compliance with any written or established departmental policy; or
 - (19) Any reason or no reason as deemed appropriate by the City Manager.
- (c) The City will make reasonable efforts to establish a positive working climate in which employees may function. Management must maintain efficiency within its operations and must determine the methods by which functional areas accomplish their objectives. Management also must schedule work events and employees to accomplish its mission.
- (d) It shall be the duty of each employee to maintain high standards of cooperation, proficiency, and economy in their work for the City. Employees are expected to conduct their personal business in such a manner as to cause little interference with individual or group work performance. This includes personal visits of friends and relatives, phone calls, and requests for absence from work for personal, financial, medical, or other reasons. If work habits, attitude, production, and or personal conduct of an employee become a problem, supervisors should take appropriate action at that time.
- (e) Paid time off may be provided to conduct personnel-related business such as Workers' Compensation claims, promotion and transfer applications, discrimination complaints, grievances and insurance claims. These activities may be accomplished during working hours only with knowledge and approval of the employee's supervisor.

104.03 Political Activities

- (a) Employees may exercise their rights as citizens to express their opinions and vote in elections subject to the following:
- (1) Employees may not make, solicit or receive any contribution for any candidate for public office in the City, or take part in the management, affairs or political campaign of such candidate.
 - (2) Employees may not use their position as a City employee to actively campaign for, or against, political issues or candidates.
 - (3) Employees may not campaign for or against any candidate for elective office at the city, county, state or federal level, or any voter proposition of the City of Anna, during normal work hours or at any City place of work, whether they are off duty at the time. Nor may any employee represent themselves as supporting or opposing any such candidate or voter proposition using their City employment, title, uniform, or authority.

- (b) If any employee of the City shall become a candidate for nomination or election to any elective public office for the City, then that employee shall immediately forfeit his or her place or position with the City.
- (c) Any City employee who is subject to the provisions of the Federal Hatch Act may not be a candidate for elective office in a partisan election. (A partisan election is an election in which candidates are to be nominated or elected to represent a party whose candidates for presidential electors received votes in the last preceding election at which presidential electors were selected.) City employees are subject to this additional Hatch Act restriction if their principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the federal government.

104.03.1 Requests for Public Information

- (a) Unless an employee is otherwise directed by the employee's department head in writing as part of a written departmental policy that permits the employee to release specific categories of records or information to the public, the employee shall follow the procedures set forth in this section whenever an employee receives a written request for public information.
- (b) If an employee receives what appears to be a request for public information via email the employee should respond only by reply email. If the employee receives such a request via facsimile, the employee should respond only via facsimile. The content of the employee's response to a request received via email or facsimile shall be as follows, including the correct date and time of the email or fax in the blanks:

Please be advised that if the email/fax that I received on _____, 20____, at _____ .m. was intended to be a request for public information, I am not an authorized officer for public information for the City of Anna and therefore I cannot respond to the request. A request for public information may be sent to the City Secretary in accordance with The Anna City Code of Ordinances, Part II, Art. 48, Sec. 8. The Code can be accessed at www.annatexas.gov or by sending a written request for the Code to the City Secretary. If you have questions about this, please direct them to the City Secretary. Thank you for your cooperation.

- (c) If an employee continues to receive additional requests for information by email or fax from the same requestor after the employee has provided the requestor with the response set forth above, or if the employee receives any harassing or threatening communications or has any questions regarding how to handle a request, the employee should report to their supervisor or department head as soon as possible.
- (d) If an employee receives a written request for information that was submitted other than by email or fax (e.g., hand delivery, regular mail, courier, etc.) the employee shall promptly (same day as receipt if at all possible) provide the request to the employee's department head.
- (e) Department heads shall follow the same instruction set forth above as set forth above in this section, except that if a department head is the recipient of a written request for public information submitted other than by email or fax (or if a subordinate provides you with a request submitted to them by means other than by email or fax), the department head shall promptly (same day as receipt if at all possible) forward the request to the City Secretary.

- (f) Certain exception to this section may apply if a department head has already established and the City Manager has already approved a routine policy that allows the release of specific categories of information (e.g., release of accident reports by the Police Department). If a department head desires to establish a special policy that differs in any manner from the procedures set forth in this section, the department head shall draft a proposed departmental policy describing same and shall submit it to the City Manager for review. If approved in writing by the City Manager, the special policy shall be distributed to all employees in the department and it shall take precedence over the procedures in this section to the extent of any conflict.

104.03.2 Communications with the Public and the News Media

- (a) Communication with the public regarding City matters is the primarily the responsibility of the City Manager. Employees are to refer inquiries that are non-routine, controversial, or outside the scope of the employee's normal duties to their department head who shall consult with the City Manager. All inquiries/communications from the media or regulatory officials should be directed to the City Manager, ~~and~~ appropriate department heads and/or the Communications Manager.
- (b) Any employee who, in the course and scope of employment, receives a news media inquiry or request for a media interview concerning City affairs shall immediately refer the inquiry to his/her department head and the Communications Manager. Employees in the course and scope of employment duties shall not provide the City's position in response to a media inquiry without prior authorization from his/her department head Communications Manager or the City Manager. Before responding to a media inquiry or interview request, the department head shall notify the City Manager and/or the Communications Manager of the inquiry. The City Manager has discretion to conduct official communications with the news media when it is in the best interest of the City.

104.03.3 Communications with City Council Members

- (a) Except for the purpose of inquiries and investigations as provided by the City Charter, City Council members must deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager. A City Council member may not give orders to any such officer or employee either publicly or privately except as otherwise provided in the Charter. Any communication by employees or volunteers with City Council members that circumvents or attempts to circumvent the authorities and/or duties of the City Manager in violation of the City Charter or these Personnel Policies is prohibited.
- (b) It is important that when requested, members of the City Council have access to complete, accurate and factually correct information regarding City operations. In response to information requests from City Council Members, the following procedures apply:
 - (1) Any employee or volunteer contacted by a member of the City Council shall promptly notify his or her supervisor and Department Director. Department Directors shall promptly notify the City Manager.
 - (2) Department Directors shall immediately notify the City Manager when a request from a City Council Member is received. Information requested by City Council members will be provided consistent with the requirements of the Texas Public Information

Act. Absent extraordinary circumstances, any information provided to one City Council Member shall be available to each member of the City Council. The City Manager and City Secretary will also receive copies of all information provided to City Council Members.

(c) Employees or volunteers who violate this Section or fail to follow the procedures outlined in this Section will be subject to disciplinary action up to and including termination of employment.

~~(e)~~(d) For additional information on communication with City Council members, reference the Governance Guide 2021 and Ordinance 930-2021.

104.04 Solicitation

- (a) Employees may not solicit other fellow employees or citizens while working or while their fellow employee is working. "Working" is all times when an employee is engaged in work tasks, but does not include an employee's own time such as lunch breaks, scheduled breaks, and before/after work. In addition, solicitation for goods or services at counters or any location where customers are present is prohibited.
- (b) In some instances, the City may consider the collection of money for particular causes or collecting money for gifts for special events as appropriate. Such approval must be granted by the department head or the City Manager. No employee shall be required to make any contribution or shall be penalized or rewarded in any way in connection with their employment according to their response to the solicitation.
- (c) The City does not allow employees to distribute advertising materials, handbills, printed or written literature of any kind in work locations. The City does not allow employees to engage in personal commerce of any kind while on the job or during working hours. The City does not promote, encourage or endorse private business relationships or arrangements between City employees. City bulletin boards may be provided for promoting items of public interest to the citizens of Anna. City administration reserves the right to remove any literature deemed to be inappropriate.

104.05 Outside Employment

- (a) Each full-time employee of the City shall understand that his/her position with the City is his or her primary occupation and it shall take precedence over all outside employment at all times. The same principle applies to any City employees that receive employment benefits from the City.
- (b) An employee who is working another job at the time of hire, and who intends to continue the outside employment, must so advise the appropriate department head or designee and receive approval to continue the outside employment.
- (c) An employee may be employed in any capacity in any other business, trade, occupation or profession, including self-employment, provided that prior written approval of the department head is secured. Such approval must be placed in the employee's personnel file. Failure to acquire prior approval is grounds for disciplinary action.
- (d) When engaged in outside employment, the employee must notify the department head in writing of the place and type of employment or business, and the hours of work. An

employee whose position with the City requires an "on-call" status shall recognize such status as an obligation to the City, and shall fulfill that obligation if called to work for the City during these hours even while working on the second job.

- (e) Outside employment shall not be permitted if it will bring the City into disrepute, reflect discredit upon the employee as an employee of the City, or interfere with the performance of the employee's City duties.
- (f) An employee shall not perform any outside work or engage in extra-duty employment at any time when the employee is on leave from the City for paid injury leave, paid sick leave or is on leave due to a serious medical condition without advance approval by the employee's department head, who shall consult with the City Manager.
- (g) 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 City, except pursuant to authorized department policies. An employee is not automatically prohibited from performing the same or other services, that he or she performs for the City, for a private or public organization, provided that there is no conflict with his or her employment or performance as a City employee and advance written approval has been given by the department head.
- (h) No employee shall engage in any employment or business on a matter that is, or has been, the subject of an investigation by the employee's department within the last twelve (12) months, nor may the employee appear as a witness, except by court order, in any proceeding as a result of such employment.
- (i) No employee shall identify himself with his position, department, or the City in the course of a sale or solicitation for sale of any goods or services or the advocacy of any policy, practice, standard or position not officially sanctioned by the City.
- (j) No employee at any time shall use or utilize City property, equipment, goods or services in the performance of outside employment.
- (k) Department heads are prohibited from engaging in any form of outside employment, except as may be specifically approved in writing by the City Manager.
- (l) An employee of the City who holds another office of emolument or position of honor, trust or profit shall be subject to the provisions of the Texas Constitution, Art. XIV, § 40.

104.06 Health and Fitness

- (a) It is the continuing responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential duties of his or her position. An employee who becomes aware of a physical or mental disability, which may affect his ability to perform the essential duties of his assigned position, must inform his immediate supervisor and/or department head. An employee may be required to submit to a health examination, such as in cases when it is suspected that the health condition of an employee constitutes a hazard to persons or property, or prevents the employee from effectively performing his or her essential assigned duties. Authorization for disclosure of all reports to the City, including contacting and discussing health-related issues with any physician or health care provider shall be a condition of continued employment with the City, to the extent

not prohibited by law. The City also may require employees to return to a physician or health care provider for additional evaluation or information. If an employee is unable to perform the essential duties of his assigned position, reasonable accommodations, if available, shall be made by the City to provide for the employee to perform such duties, provided that such accommodations would not cause an undue burden. If a reasonable accommodation cannot be made without undue burden to the City, and the employee is unable to perform the essential duties of the assigned position, the employee may be terminated.

- (b) Department heads may require periodic special examinations to qualify for continued employment in the specific job classification when warranted by changes in the essential job functions or potential changes in the employee's ability to perform the essential job functions.
- (c) A City designated physician will perform any physical or medical examination. The City will pay for the examination. Correction or treatment of conditions diagnosed during these examinations will be the employee's responsibility and may or may not be covered by insurance benefits provided through the City's employee health coverage.
- (d) The City may also require a physical examination by its physician before authorizing an employee to return to work following either an on-the-job or an off-the-job injury or other incapacity of the employee that has required the employee to take leave from their job duties.

104.06.1 Tobacco Free Workplace

- (a) Smoking is prohibited in the following locations:
 - (1) within all buildings that are owned, leased, controlled or operated by the City and any political subdivision of the state;
 - (2) on any lot or tract owned by the City of any political subdivision of the state, and on which there is a building described in subsection (a) above or on which there is any improvement that is used in connection with a building described in subsection (a) above, including but not limited to porches, balconies, stairs, and parking lots;
 - (3) in all public parks and public recreation areas that are owned or operated by the City or any political subdivision of the state, including but not limited to recreation fields, athletic fields and stadiums, stadium seating and bleachers, trails, pools, pavilions, playground and recreation equipment, concession stands, parking lots and restrooms; and
 - (4) at any location where smoking is prohibited by any ordinance or regulation adopted by the City Council, or this Manual.
- (b) Notwithstanding the prohibitions in subsection (a) above, smoking is not prohibited in personal automobiles, public rights-of way, and public sidewalks located within public rights-of-way, except as otherwise prohibited by City Ordinance or this Manual.
- (c) Smoking and the use of smokeless tobacco products, including but not limited to Electronic cigarettes, by employees and volunteers may occur only before and after work hours, during designated breaks set by the supervisor, and during lunch breaks. The use of any tobacco

products (smoke or smokeless) and Electronic cigarettes by employees and volunteers is prohibited in any City owned building, vehicle, or piece of equipment, and in locations that are accessible or visible to the general public. The for purpose of this section, "Electronic cigarette" or "e- cigarette" means an electronic device usually composed of a mouthpiece, a heating element or atomizer, a battery, and electronic circuits that provides a gas derived from liquid nicotine and/or other substances which is inhaled by a user simulating smoking. The term includes such devices, regardless of the details of the product appearance or marketed name, generally manufactured to resemble cigarettes, cigars, pipes, or other smoking devices.

104.07 Dress Code/Appearance

- (a) General Guidelines: Dress, grooming, and personal cleanliness are vital to the City's image as well as the morale of its employees. All employees are expected to present a clean and neat appearance and to dress in a professional manner while on City premises and/or while conducting City business. Reporting to work in a clean and professional manner helps the City to present a positive and professional public image.
- (b) Employees who are required to wear uniforms and specified apparel will be provided new uniforms and apparel, complete with required insignia, etc., upon employment. Replacement uniforms and apparel will be furnished at City expense on an as needed basis. Supervisors are responsible for determining the need for uniform/apparel replacement. An employee whose employment with the City terminates for any reason must return all uniforms and apparel issued by the City to receive his or her final paycheck. Supervisors are responsible for the removal and return of all identifying patches and insignia.
- (c) Employees are expected to dress appropriately for their job and the nature of the work performed. Employees that do not wear uniforms provided by the City must adhere to the following guidelines:
 - (1) Males. Slacks or dress type trousers, long or short sleeve shirts with collars, or dress shirts with coat or blazer, and appropriate shoes or boots.
 - (2) Females. Dresses, skirts, or slacks and blouses or sweaters, and appropriate footwear.
 - (3) Both sexes. No ~~hats~~, shorts, jeans with holes, and no t-shirts. Friday shall be a standing casual day, allowing employees the freedom to wear blue jeans without rips, holes or excessive decorations and collared shirts, sweaters, or other tops that are appropriate for a professional business setting. The City Manager may declare a casual day at any time.
- (d) Employees who work at City Hall or a City Hall Annex, as well as other City employees who routinely have contact with citizens and other third parties, must also abide by the following:
 - (1) No visible tattoos. Employees who have tattoos must keep them covered with a shirt, pants, skirt, socks, hosiery, or other clothing.
 - (2) No facial or mouth jewelry shall be worn, except that females are permitted to wear a single or double earring in each earlobe provided the earring is not otherwise unprofessional in appearance. Men may not wear earrings.

- (3) Beards and mustaches must be kept clean and neatly trimmed and within department guidelines.
 - (4) Hairstyles must be clean and neat, avoiding extremes in styles and colors, and appropriate to the employee's position.
 - (5) Shoes/footwear should also be appropriate for a professional office environment. Acceptable shoes/footwear include: oxfords, loafers, pumps, dress sandals, boots, and flats. Inappropriate items include: sport shoes, casual sandals (including flip-flops), any sandal where a strap goes in between toes; or Tennis shoes.
- (e) The following items are not permitted for any employee, with the exception of those employees that wear uniforms provided by the City and whose work is regularly performed outdoors in the elements:
- (1) Any attire with slogans or pictures on them (at the discretion of the department head);
 - (2) Sweatshirts (at the discretion of the department head);
 - (3) T-shirts (unless they are tailored in a professional manner);
 - (4) Denim Jeans – all colors (except on Fridays and other causal days); or
 - (5) Tennis shoes (except on Fridays and other causal days) .
- (f) The following items are not permitted for any employee:
- (1) Tight, shear or revealing clothing (such as crop tops, tank tops, halter tops, mesh, etc.)
 - (2) Except for earrings on female employees, visible body piercing (i.e., face, nose, eyebrow, and tongue; and ear gages)
 - (3) Visible tattoos below the wrist or above the neckline of a t-shirt.
 - (4) Visible tattoos added following the employee's date of hire.
- (g) An employee who is in doubt about the appropriateness of a particular mode of dress should consult their supervisor or department head in advance. Supervisors and department heads are charged with the responsibility of enforcing this policy. However, the City Manager has the final authority.
- (h) If an employee requires a reasonable accommodation regarding their dress for bona-fide religious beliefs, they should contact their department head. Unless an undue hardship would result, such an accommodation will be made.
- (i) Anyone who is not appropriately groomed or who dresses in violation of the policy will be required to leave the workplace to change into more appropriate attire. Under such circumstances, non-exempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming

and/or personal appearance violates this policy may be disciplined, up to and including termination of employment.

104.08 Financial Obligations

No person who, after notice of any delinquency, is in arrears in the payment of taxes or any other liabilities due the City, is qualified to hold any compensative position with the City. Failure to pay other just debts may constitute grounds for disciplinary action if job performance is directly or indirectly impeded.

104.09 Conflict of Interest/Gifts

- (a) No current employee of the City, or relative, shall recommend, participate in the decision, including voting or discussion, or participate in the monitoring or fulfilling obligations of any contract (whether oral or written) for materials, supplies, or service with the City, nor in any sale of any rights or interest in land, if the officer, employee, or relative has a substantial financial interest in such contract rights or interest in land. In such event, the officer or employee of the City shall sign an affidavit specifying the financial interest, to be filed with the City Secretary prior to any discussion on the item.
- (b) A "substantial financial interest" for the purposes of this section requires that the employee receive an actual financial benefit from the transaction with the City. An "actual financial benefit from the transaction" shall not include:
 - (1) ownership in the entity transacting with the City where the ownership interest is less than one percent (1%);
 - (2) Compensation as an employee, officer, or director of the entity transacting with the City where the employee can prove that such compensation is not affected by the entity's transaction with the City; or
 - (3) An investment or ownership in a publicly-held company in an amount less than ten thousand dollars (\$10,000.00).
- (c) An employee may not:
 - (1) represent or appear on behalf of the private interests of others before any agency of the City or any City board, commission or committee, represent any private interest of others in any action or proceeding involving the City, or voluntarily participate on behalf of others in any litigation to which the City might be party;
 - (2) accept or solicit any gift, favor, service, or other thing of value that might reasonably tend to influence the employee in the discharge of his or her duties, or that the employee knows or reasonably should know is being offered with the intent to influence the employee's official conduct;
 - (3) use their position as a City employee to secure special privileges or exemptions for the employee or others;

- (4) grant any special consideration, treatment, or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group;
 - (5) engage in any outside activities that will conflict with or will be incompatible with the individual's position as an officer of the City, the duties of employment with the City, or in which employment with the City will give the employee an advantage over others engaged in a similar business, vocation or activity if the advantage is due to knowledge that the employee has obtained that is not subject to disclosure to the general public;
 - (6) accept other employment or engage in a business or professional activity that the employee might reasonably expect would require or induce the employee to disclose confidential information acquired by reason of the official position;
 - (7) accept other employment or compensation that could reasonably be expected to impair the employee's independence of judgment in the performance of the employee's official duties;
 - (8) make personal investments that could reasonably be expected to create a substantial conflict between the employee's private interest and the public interest; or
 - (9) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the employee's official powers or performed the employee's official duties in favor of another.
- (d) Notwithstanding any provision of this section to the contrary, employees may not accept gifts in any value from persons, entities, organizations or corporations doing business with the City.
- (e) Any willful violation of any provision of this section shall subject the employee to discipline up to and including termination.
- (f) Except as specifically prohibited in this section, an employee is not prohibited from:
- (1) attending social functions, ground breakings, or civic events pertinent to the public relations and operations of the City;
 - (2) exchanging gifts with his or her family and relatives;
 - (3) exchanging gifts at church functions or City parties or functions where only City officers and employees and their families are invited or attend; or
 - (4) exchanging gifts at or receiving a bonus from his or her place of full-time employment;
 - (5) accepting a non-monetary gift with a value of no more than \$50.00 or products or items to be used in an officially recognized activity of the City or department sponsored services; or

- (6) exchanging gifts between co-workers in recognition of special milestones in an employee's life or career.

104.10 Professional Decorum

- (a) All employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct. The attitude and demeanor of a City employee, whether in public or private, should at all times be such as to promote the good will and favorable attitude of the public toward the City administration and its programs and policies. Employees should be mindful that public perception, even if incorrect, can greatly influence events and decisions, and employees should thus avoid anything that gives the appearance of improper conduct.
- (b) The actions of one employee impact the credibility of all other employees either in a positive or negative manner. Employees should always strive to conduct themselves in a positive manner. If an employee is uncomfortable with any decision or contemplated action, he/she should seek guidance regarding the propriety of the action. Similarly, if employees become aware of known or suspected wrongdoing on the part of another employee they should report that action or activity to their supervisor/manager, the Human Resources Department or the City Manager immediately.

104.11 Harassment and Sexual Harassment Prevention and Disciplinary Policy

- (a) No-Harassment Policy. ~~The City is an equal opportunity employer. The City's policy is to provide equal employment opportunities to persons without regard to age, race, religion, color, gender, sexual orientation, national origin, marital status, mental or physical disability, genetics, veteran's status, or other protected status in accordance with applicable laws. It is also the City's policy that employees have a right to work in an environment where each individual is respected. Harassment of employees, regardless of working relationships or supervisory status, is prohibited. Every employee is responsible for maintaining a professional environment free of discrimination, harassment, and retaliation, and for bringing to the City's attention incidents that interfere with providing a work environment free of such prohibited conduct. Employees who are found to have engaged in prohibited conduct will be subject to discipline, up to and including discharge.~~ Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary actions, or any other aspect of employment because of age, race, religion, sex, national origin, marital status, citizenship, mental or physical disability, genetics, veteran status, or other unlawful basis is prohibited. All City employees at every level are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, vendors and visitors. City employees are also prohibited from harassing citizens, vendors, and all other third parties.
- (b) Sexual Harassment. One form of unlawful discrimination is sexual harassment. The City is committed to providing a work environment that is free of sexual harassment. Sexual harassment may include, but is not limited to Unwelcome sexual advances, requests for sexual favors, and other verbal or non-verbal communication or physical conduct of a sexual nature constitute sexual harassment whenwhere:
- (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or

- (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, 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.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. It may be directed by a manager to a subordinate, manager-to-manager, or co-worker-to-co-worker. Conduct prohibited by this policy includes, but is not limited to: sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, sexual preference, sexual experiences, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

- (c) Other Prohibited Harassment. In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or non-verbal communication or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by law is also prohibited.

- (1) Prohibited conduct includes but is not limited to epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes, comments, writings, or pictures any of which single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes likely to be perceived by others as offensive and related to such protected characteristics are wholly inappropriate and are strictly prohibited. Conduct, comments, or innuendoes—related to protected characteristics—by an employee reasonably believing same will not be perceived by others as offensive may still result in disciplinary action if the employee is advised that such conduct, comments, or innuendo is offense or unwelcome and the employee persists in such conduct, comments, or innuendo.
- (2) This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., by means such as facsimile, e-mail, texting, cell phone or other electronic devices, social media, and/or the Internet. Harassment of any nature, when based on race, religion, color, sex, national origin, age, disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

- (d) Mandatory Reporting. The City requires that all employees, including supervisors and department heads, report all perceived incidents of unlawful discrimination, harassment, or retaliation, regardless of the offender's identity or position. Any employee who observes or otherwise learns of harassment in the workplace, believes that harassment has occurred, or has been subjected to conduct prohibited by this policy must report it as soon as possible—and no later than three business days absent justifiable circumstances—to the department head, ~~human-resources-director~~ Director of Human Resources, or City manager. Under this policy, an employee may report to and/or contact the ~~human-resources~~

~~director~~Director of Human Resources or department directly, or the City Manager directly, without regard to the employee's normal chain of command. If making a report of unlawful harassment or discrimination, employees are encouraged to use the Discrimination/Harassment/Sexual Harassment Complaint Form (refer to Appendix A-5). Any supervisor or department head who receives a complaint of such conduct must, without undue delay, notify the human resources director so that an investigation into the allegations may be commenced.

- (1) City employees are expected and encouraged to promptly raise questions and report conduct that they believe may be prohibited conduct, or conduct that, if left unchecked, may rise to the level of unlawful discrimination, harassment, or retaliation, even if an employee is unsure if the conduct violates the City's policy.
- (2) City employees who wish to informally share or obtain information about perceived prohibited conduct without filing a formal complaint are expected and encouraged to promptly bring concerns to the to the department head, human resources director, or City manager.
- (3) A City employee who submits a report, a witness who provides information regarding a report, and alleged violator will be kept confidential to the extent possible and permitted by law, consistent with a thorough and impartial investigation.

~~(d)~~(e) Investigation. All reports (verbal, written, or anonymous) of prohibited conduct will be treated seriously and investigated promptly thoroughly, and impartially. Information obtained during an investigation will be kept confidential to the extent consistent with a thorough and impartial investigation and to the extent permitted by law.~~in as confidential a manner as appropriate and can be expected during the investigative process that~~ The investigative process will usually may include interview of the person that is the subject of the report of the harassment, the accuser, the accused, and other persons that are witnesses or who have relevant knowledge. The investigation shall be conducted by the ~~human resources director~~Director of Human Resources or the City Manager as appropriate. Notwithstanding the foregoing, there may be some circumstances under which the investigation will be conducted by the office of the City Attorney. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation and to maintain confidentiality. If the investigation confirms evidence of prohibited conduct under this policy, the supervisor or department head shall take immediate and appropriate corrective action and enforce discipline as set out in subsection (g), below.

(f) Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complainant's investigation is prohibited. The City strictly prohibits supervisors or managers from conditioning employment or making employment decisions based on an employee's tolerance of or resistance to harassment. Acts of retaliation must be reported immediately as set out above in subsection (d).

- (1) "Retaliation" is broadly construed to mean any adverse action against an employee for opposing harassment or discrimination. It may include any on-duty or off-duty conduct, whether related to employment or not, that could discourage an employee from

making a complaint or testifying, assisting or participating in an investigation or hearing under this policy. It may also include such conduct as "cold shoulder" treatment, changing job duties, failing to cooperate, or treating an employee rudely because he or she has made a complaint, or testified, assisted or participated in an investigation or hearing, resisted sexual advances, or intervened to protect other employees from such prohibited conduct.

(1)(2) Violation of this policy by an employee will result in appropriate disciplinary action, up to and including immediate discharge. The City may also require an employee who has violated this policy to receive appropriate training on harassment, retaliation, or other issues related to the conduct, at the employee's expense.

~~(e)~~(g) Discipline. Conduct prohibited by this policy is of a very serious nature and will be dealt with appropriately. Discrimination and harassment are very serious matters that can have far-reaching, immediate and long-lasting impacts on the lives and careers of individuals. Intentionally false accusations or accusations not made in good faith can have a similar impact. Both a person who engages-is found to have engaged in unlawful harassment or retaliation under this policy, and a person who knowingly and intentionally files a false complaint under this policy, are subject to immediate and proportionate discipline. Discipline, up to and including termination, will be imposed on any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action up to and including termination may be imposed when employees are untruthful during an investigation.

~~(f)~~(h) This policy (Section 104.11) extends to non-employees such as suppliers, contractors, City Council members, appointed officials, sales representatives, and job applicants, who may either be complainants or persons against whom a complaint is made. The City Manager or Human Resources Department, as appropriate, shall promptly notify any person of any complaints made against them.

(i) At least annually, City employees, including supervisors and department heads, are required to attend and participate in interactive anti-harassment training to ensure employee understanding of the City's harassment policies, procedures, expectations, and consequences of misconduct. Additionally, the City may solicit information from employees through anonymous surveys regarding employee awareness of and confidence in the City's harassment policies and complaint procedures. City employees who wish to offer suggestions or ask questions regarding the City's policies are encouraged to submit such communications to the Director of Human Resources or the City Manager as appropriate.

104.12 Indictments Against Employee

An employee may be suspended and placed on administrative leave, with or without pay, if accused or indicted for a crime of official misconduct or any felony crime or Class A misdemeanor pending a decision on the indictment such as dismissal, acquittal or conviction. If the indictment is dismissed or if the employee is acquitted, the employee could still be subject to disciplinary action up to and including termination, depending on the circumstances. If the indictment is upheld, and the employee is convicted, then the employee, depending upon the severity of the crime, will be subject to disciplinary action up to and including

termination. This provision in no way prevents the City from taking appropriate disciplinary action against an employee in the absence of an accusation or indictment for a crime of official misconduct or any felony crime or Class A misdemeanor.

104.13 Violence in the Workplace

- (a) The City has a strong commitment to its employees to provide a safe, healthy and secure work environment. The City also expects its employees to maintain a high level of productivity and efficiency. The presence of unauthorized weapons and/or the occurrence of violent, hostile, abusive, or intimidating behavior in the workplace during working hours are inconsistent with these objectives. The City expects all employees to report to their work site without possessing weapons (with the exception of law enforcement employees authorized in writing to carry weapons, or transportation and storage of a firearm in a locked and privately owned motor vehicle by an employee who is a concealed handgun permit holder to the extent authorized by state law) and to perform their job without engaging in any of the behaviors described herein toward any other individual. The City will not tolerate any conduct or behavior, whether intentional or not, that is determined to be threatening, intimidating or coercive.
- (b) Any person who acts or speaks in a violent or threatening manner will be removed from the City's premises as quickly as safety permits. Any employee who engages in violent or threatening speech or behavior may be subject to disciplinary action up to and including termination, criminal penalties, or both.
- (c) At the City's sole discretion, employees and/or the public may be barred from City premises pending the outcome of an investigation. Employees barred from City premises on this basis will be placed on either paid or unpaid administrative leave, at the discretion of the City Manager.
- (d) The City has zero tolerance for violence or threats of violence between or by employees, officials, or representatives of the City, whether conducted on or off City premises. This policy and attached procedures shall apply to all employees, officials and representatives of the City. Employees who are victims of, or witnesses to, behaviors described herein should immediately report such conduct to their supervisors. If an employee's immediate supervisor is the person making the threats or exhibiting the violent behavior, the employee should immediately report such conduct to the department head or the City Manager, as appropriate.
- (e) If an employee is injured while participating in aggressive behavior or after instigating such behavior, then entitlement to workers' compensation benefits may be denied. No part of this policy, or any procedure herein, is intended to affect the City's right to manage or control its work force, or be construed as a guarantee or contract of employment or continued employment.

104.14 Workplace Bullying

- (a) The City is dedicated to maintaining a psychologically healthy work environment which is free of bullying activity. For the purposes of this policy, "workplace bullying" is defined as repeated mistreatment of one or more persons by means including, but not limited to: verbal abuse; threatening, humiliating, intimidating, or offensive remarks, conduct, or behaviors, whether verbal or nonverbal; infliction of social ostracism, such as through starting or

spreading destructive rumors or gossip; conduct representing coercion as defined by the Texas Penal Code; or conduct intended to interfere with an employee's ability to perform their job duties (work interference or sabotage).

- (b) The City will not tolerate workplace bullying among its employees. Any employee who feels that they have been or are being targeted by workplace bullying should report such activity to their immediate supervisor, or if that supervisor is the source of the bullying, to the next appropriate person within the City chain of command. Retaliation of any sort is not acceptable and may result in disciplinary action in the discretion of the City Manager.
- (c) Supervisors receiving reports of workplace bullying must confidentially contact the reporting employee to investigate. Supervisors must memorialize the results of their investigation in a written report, including the names of all witnesses to the alleged bullying behavior (whether employees or nonemployees), dates and times of the events constituting bullying, and a description of the objectionable behavior in the greatest possible detail. Once complete, the report should be forwarded to the department head and the City Manager for review and possible disciplinary action.
- (d) Every employee of the City deserves respectful treatment in the workplace. An employee who is found to have engaged in workplace bullying may be subject to discipline up to and including termination.

104.15 City Logo Use

The City's logos, [emblems](#) and images ([hereinafter collectively](#) "Logo(s)") are exclusively the property of the City and the City is the owner of all rights to the Logo. [Employees may not use Logos other than for official and authorized City business or operations.](#) It is the policy of the City to exercise due diligence to assure that misuse of its Logo [by third parties](#) (and other approved [logos-Logos](#) representing the City such as Police and Fire, and the City development corporations) does not occur or is corrected, and that the Logo shall not be used [by any third party for any purpose](#) without express written authorization of the City Manager. Such written authorization will be in the form of a grant of [a temporary, limited and nonexclusive](#) license to use the Logo. Requests for such use shall be made [by third parties](#) on an application form to be provided by the City Secretary's office. Any unauthorized use of the Logo [by any third party](#) will be referred to the City Attorney for review and action. The City will determine standard City [logo](#) [Logo](#) apparel and other approved [logos-Logos](#) representing the City, such as the Police and Fire Department, when and who should be wearing such apparel. The City requires each employee's choice of attire to be appropriate and in good taste for business as stated in this manual.

City of Anna

Personnel Policy Manual

Section 105. Compensation & Performance Evaluations

105.01 Compensation Plan and Philosophy

- (a) The City will, within its financial capability, provide equitable compensation for all employees in the form of pay and benefits, but differences will exist based on factors including the nature, category and classification of each position.
- (b) Salary reviews may be conducted annually, and wage or salary modifications may be based on performance and the employee's contributions to the overall mission of the City, as well as on cost of living. In the event of promotion, the anniversary date for salary review is the date of promotion.
- (c) All City pay ranges and job relationships may be reviewed annually. The City Manager may recommend blanket changes in the compensation plan to adjust salaries for individual positions as is necessary to keep the compensation plan current and competitive with other employees of the same personnel class. Recommended changes in the compensation plan will be included in the annual budget and become effective upon City Council approval of the budget. The City reserves the right to determine if and when the changes can be applied based upon budgetary realities.
- (d) Compensation Philosophy: This philosophy would include the following elements, defined as follows:
 - (1) Philosophy 1: Establish the market, defined as cities located in whole or in part in Collin County, as these cities are the competition for employment in our region.
 - (2) Philosophy 2: Maintain pay ranges and step plans with the intent on being relevant and competitive in the Collin County Market, reviewing these for such annually, working towards the 50th percentile, weighted for organizational size and population served.
 - (3) Philosophy 3: Maintain a merit system of compensation, whereby employees are compensated for performance, targeted at 3.5% maximum for the highest performance rating, providing for performance improvement plans and deferrals for low performers not meeting expectations, yet encouraging excellence by tying salary increases to performance.
 - (4) Philosophy 4: Maintain a retention system, for encouraging senior and long-term employees, rewarding longevity, consistent with system internal equities, inclusive of longevity pay, incremental adjustments based on tenure, and lump sum payment when achieving the top of scale or step, not to exceed \$2,000.
 - (5) Philosophy 5: Maintain a promotional vacancy practice providing for no less than 5% increase for promotions (or the next highest step, if in a step plan)
 - ~~(6)~~ Philosophy 6 : All stated strategies herein are subject to annual funding availability, and not a guarantee of future compensation.

105.02 New Hires

(a) In establishing new hiring rates, consideration will be given to the position in range as to whether it allows sufficient room for future growth and its relationship to rates paid to similarly qualified and more experienced employees in the job or department. Consultation with and review by the City Manager will provide a City wide perspective to department heads as they make hiring decisions.

(b) The following factors shall be considered in determining a new hire rate:

- (1) salaries paid to incumbents in the position and across the City;
- (2) salary range of the position;
- (3) qualifications of individuals versus qualifications of incumbents in the position; and
- (4) budget considerations.

105.03 Employee Pay Schedule

Delivery of bi-weekly payrolls will be by electronic transfer with direct deposit to the employee's account in a designated financial institution. Payroll will not be issued other than on designated pay days. No salary advances or loans against future salary will be made to any employee for any reason.

105.03.1 Deductions

- (a) Deductions will be made from each employee's pay for: Federal Income Tax; Social Security; Texas Municipal Retirement System Contributions (for regular full-time employees and covered part-time employees); court ordered child support; an amount required to reimburse the City for the replacement value of City property wrongfully held, converted by, damaged by, unreturned or lost by an employee; any other deductions required by law
- (b) In accordance with the policies and general procedures approved by the City Council of the City, deductions from an employee's pay may be authorized by the employee for: group health/medical insurance for dependents; life insurance for the employee; such other deductions as may be authorized by the City Manager, the City Council, or these policies.

105.04 Overtime and Compensatory Time

- (a) Overtime, when ordered for the maintenance of essential City functions, shall be allocated as uniformly as reasonably possible among all eligible employees. Eligible employees, those qualified to perform overtime work, will be compensated in accordance with the Fair Labor Standards Act (FLSA) 29 C.F.R. § 785.11 et seq. Department heads are responsible for exercising adequate supervision to ensure that employees are complying with established work schedules. All overtime hours must be approved in advance by the employee's department head. Failure to obtain permission in advance may result in disciplinary action.
- (b) The use of compensatory time off is generally discouraged, but is permitted at the sole discretion of the department head and City Manager in order to offset amounts that would otherwise be paid for overtime hours worked (compensatory time received by an employee

in lieu of cash must be at the rate of one and one-half hours of compensatory time for each hour of overtime work), as stipulated by the Fair Labor Standards Act, and as follows:

- (1) The use of compensatory time off is not authorized unless approved in advance and in writing by the City Manager. The department head is responsible for the administration of compensatory time off in lieu of overtime pay.
 - (2) The use of accrued compensatory time off will be granted to employees within a reasonable period of time of the employee's request to use same, unless the granting of such time off would unduly disrupt the effective functioning of the department. The City does not guarantee that an employee will be able to use compensatory time off on the date(s) that the employee requests to use same. Requests for use of compensatory time off are the employee's responsibility and shall be made in the same manner as other leave requests. Department heads may also exercise control over accrued compensatory time by requiring the employee to use it at times determined by the department head. Unless granted an extension by the City Manager, compensatory time must be used within thirty (30) days of being accrued. If an employee's compensatory time is not used by the employee within thirty (30) days of being accrued and no extension has been granted by the City Manager, then the employee will receive payment for the value of the compensatory time. If the City Manager grants an extension, it may not be for more than one year from the date that compensatory time is accrued. If the City Manager grants an extension that is less than one year from the date that compensatory time is accrued, and the employee does not use the compensatory time before the expiration of the extension, then the employee will receive payment for the value of the compensatory time. If the City Manager grants an extension that is one year from the date that compensatory time is accrued, and the employee does not use the compensatory time before the expiration of said one-year period, the compensatory time shall lapse. Notwithstanding any other provision or statement in this Manual, the City always reserves the right to require an employee to use compensatory time at times determined by the City, and further reserves the right to pay the employee for the value of accrued compensatory time instead of allowing the employee to use compensatory time.
 - (3) Upon separation from employment, employees must be paid for all accrued compensatory time that has not lapsed at the employee's rate of pay at termination.
 - (4) Each department is responsible for maintaining records of compensatory time off earned and taken by or paid to employees within the Department, and for keeping them current and on file in the Department.
 - (5) The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment.
- (c) Overtime and Compensatory Time Off for Eligible Non-Exempt Employees Other Than Eligible Non-Exempt Police Officer and Firefighter Employees. The official work period for eligible non-exempt employees is a 7-day period. Eligible non-exempt employees will receive overtime pay or compensatory time off for any hours worked in excess of 40 hours in the 7-day work period. It is the policy of the City to grant hours off during the work period if an eligible non-exempt employee works or is scheduled to work more than 40 hours in a 7-day work period. In the event it is not possible to grant time off during the same work

period in which actual hours worked are above 40 in a 7-day work period, the eligible non-exempt employee will receive 1.5 times the pay rate or 1.5 hours in compensatory time off for each hour worked in excess of 40 in a 7-day work period. An employee may accrue up to a maximum of 40 hours of compensatory time off. The decision to pay overtime pay or grant compensatory time off shall be at the sole discretion of the department head and City Manager with consideration given to budgetary resources. The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment.

(d) Overtime and Compensatory Time Off for Eligible Non-Exempt Police Officer Employees.

The official work period for eligible non-exempt police officers is a 28-day period. Eligible non-exempt police officer employees will receive overtime pay or compensatory time off for any hours worked in excess of 171 hours in the 28-day work period with the first pay period paid for standard non-overtime hours and with overtime and/or compensatory time off figured after the 171 hours worked during the entire 28-day period. It is the policy of the City to grant hours off during the work period if an eligible non-exempt police officer employee works or is scheduled to work more than 171 hours in a 28-day work period. In the event it is not possible to grant time off during the same work period in which actual hours worked are above 171 in a 28-day work period, the eligible non-exempt police officer employee will receive 1.5 times the pay rate or 1.5 hours in compensatory time off for each hour worked in excess of 171 in a 28-day work period. An employee may accrue up to a maximum of 40 hours of compensatory time off. The decision to pay overtime pay or grant compensatory time off shall be at the sole discretion of the department head and City Manager with consideration given to budgetary resources. The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment. This provision is adopted pursuant to section 207(k) of the FLSA and 29 CFR Part 553, and shall form a part of the City's payroll records. For the purposes of this subsection (d), "Eligible Non-Exempt Police Officer Employees" include only uniformed or plainclothes members of the City's Police Department who have: (1) the statutory power to enforce the law; (2) the power to arrest; and (3) participated in a special course of law enforcement training.

(e) Overtime and Compensatory Time Off for Eligible Non-Exempt Firefighter Employees.

The official work period for eligible non-exempt firefighters is a 28-day period. Eligible non-exempt firefighter employees will receive overtime pay or compensatory time off for any hours worked in excess of 212 hours in the 28-day work period with the first pay period paid for standard non-overtime hours and with overtime and/or compensatory time off figured after the 212 hours worked during the entire 28-day period. It is the policy of the City to grant hours off during the work period if an eligible non-exempt firefighter employee works or is scheduled to work more than 212 hours in a 28-day work period. In the event it is not possible to grant time off during the same work period in which actual hours worked are above 212 in a 28-day work period, the eligible non-exempt firefighter employee will receive 1.5 times the pay rate or 1.5 hours in compensatory time off for each hour worked in excess of 212 in a 28-day work period. An employee may accrue up to a maximum of 40 hours of compensatory time off. The decision to pay overtime pay or grant compensatory time off shall be at the sole discretion of the department head and City Manager with consideration given to budgetary resources. The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment. Further, it is the City's policy (subject to the discretion of the department head and internal department policies) and a term and condition of employment applicable to eligible non-exempt firefighter employees—that, for shifts in excess of 24 hours: (1) a maximum of eight hours

of sleep time may not be compensated for and may not be counted as hours worked for purposes of calculating overtime hours; and, (2) designated meal times may not be compensated for and may not be counted as hours worked for purposes of calculating overtime hours. The policy, stated above, excluding certain time for sleep hours and designated meal times from overtime compensation does not apply to a regular 24 hour shift that starts early or is extended due to emergency call out, or to an employee that, with the permission of the department head, works a shift normally assigned to another employee resulting in the employee working consecutive 24 hour shifts. This provision is adopted pursuant to section 207(k) of the FLSA and 29 CFR Part 553, and shall form a part of the City's payroll records. For the purposes of this subsection (e), an "Eligible Non-Exempt Firefighter Employee" includes only an employee of the City who is trained in fire suppression, has the legal authority and responsibility to engage in fire suppression, and is engaged in either: (1) preventing, controlling and extinguishing fires; or (2) responding to emergency situations where life, property or the environment is at risk.

- (f) All paid leave, including but not limited to sick leave, vacation leave, holiday leave, jury duty, administrative leave, bereavement leave, workers' compensation injury leave, disability leave, military leave, unpaid leave and compensatory time off will not be counted as hours worked for purposes of overtime calculations.
- (g) Exempt Employees. Exempt personnel are paid a salary and are not eligible to receive overtime compensation. Exempt personnel are expected to work the hours necessary to complete their job assignments, and it is expected that all exempt employees will occasionally be required to work additional hours to accomplish assigned tasks. Hour for hour compensatory time off is not authorized for Exempt employees; however, when possible, these employees will be allowed time off to discharge personal responsibilities as time and work load permits.

105.05 Call-Out

- (a) A non-exempt employee called out to work after he/she has been released from his/her normal work day shall be credited with a minimum of two (2) hours for the time between reporting for duty and release from such duty should actual time worked not exceed two (2) hours. This provision does not apply in the case of pre-scheduled overtime.
- (b) If the employee completes the work required in the initial call-out, and is subsequently called out within the same initial two-hour guarantee, he/she shall be paid for the actual time worked, or the minimum two (2) hour guarantee, whichever is greater. A second call-out within the initial two-hour guarantee period does not commence a second two-hour guarantee. An employee will not be paid more than the two hour guarantee unless he/she actually works more than two hours. If the employee receives a subsequent call-out, after the expiration of the initial two-hour period, such subsequent call-out shall commence an additional two-hour guarantee.
- (c) Call-out time will be paid at the applicable overtime rate only if the employee has exceeded 40 hours worked for the work week (or the equivalent maximums for police and firefighter employees). Any time less than 40 hours (or the equivalent non-overtime hours for police and firefighter employees) including call-out time will be paid at straight time.

105.06 Standby (On-Call Time)

- (a) Certain employees of the City are required to be on-call or standby for various periods of time. Employees on standby are not required to restrict their movement during such time to their homes or any other location, but are required to respond to radio pages, cell phones, or other portable communication devices provided by the City. After being called to work, employees on standby status must report to work within 30 minutes. Employees on standby are prohibited from consuming alcoholic beverages.
- (b) Non-exempt employees designated as being on standby will receive standby pay in addition to any hours worked from call-outs. Standby pay will be credited on a daily basis at the rate specified in the pay classification plan. An employee designated to be on standby, will receive daily standby pay regardless of hours worked or call-outs.
- (c) This Section 105.06 shall not apply to non-exempt police officer employees and non-exempt firefighter employees. Any similar provisions shall be set forth under departmental policy as approved by the department head and City Manager.

105.07 Travel Time

- (a) Commute Time. Travel time at the beginning or end of the work day is not compensable. Generally, an employee is not at work until he/she reaches the work site. This includes travel to offsite locations where the employee may have a temporary assigned worksite. However, if an employee is required to report to a meeting place to pick up materials, equipment or other employees, or to receive instructions prior to traveling to the worksite, then the time is compensable. In addition, if any employee is required to report to an off-site location that results in a commute time that is more than fifteen (15) minutes longer than the employee's normal commute time, then the difference between the employee's normal commute time and the commute time required to report to the off-site location is compensable. An employee who operates a City vehicle need not be compensated for commute time simply because he/she is driving the vehicle, so long as it is for the employee's convenience. An employee who is directed to chauffeur other employees by his supervisors is entitled to compensation.
- (b) Overnight Travel. Travel time is compensable when it occurs during the employee's normal work hours. Moreover, if the travel occurs during normal working hours on nonworking days (i.e. Saturday or Sunday for an employee who works Monday to Friday), the time is compensable. Travel time that occurs outside of regular working hours where the employee is a passenger and free to relax does not count as working time. However, if the employee is required to drive or perform work, then the time is compensable.

105.08 Meetings and Training Time

- (a) Time spent attending lectures, meetings and training programs will not be counted as hours worked, provided all the following conditions are met:
 - (1) The meetings are held outside working hours.
 - (2) Attendance is voluntary.

(3) The course, lecture, or meeting is not directly related to the employee's job. If a training course is undertaken for the purpose of preparing for advancement through upgrading the employee to a higher skill, and is not intended to make the employee more efficient in his/her present job the training is not directly related to the employee's job, even if the training incidentally improves his/her skill in doing his/her regular work; and

(4) The employee does no productive work during the meeting or training.

(b) If an employee on his or her own initiative attends school, college, or trade school after hours, that time is not hours worked even if the courses are job related.

105.09 Employee Performance Evaluation

(a) To ensure that the quantity and quality of work performed by employees meets the needs of the City, the department head shall interview each employee during the employee's tenure at least once each year and shall prepare a written performance evaluation in conjunction with said interview.

(b) If at any time the City Manager or a department head determines that an employee must substantially improve in any area of job performance in order to adequately discharge any essential function of the employee's job, the employee may be placed on a performance improvement plan for a time period of three to six months ("performance improvement period"). The performance improvement plan shall include a written description of: (1) the area of job performance in need of improvement; (2) the essential functions of the job at issue; (3) a description of goals, deadlines or other performance measures that the employee must meet within the performance improvement period; (4) a description of steps that the employee should take to meet certain criteria including goals, deadlines or other performance measures; and (5) a warning that failure to adhere to or meet said criteria will result in disciplinary action potentially including discharge from employment. The employee must sign the performance improvement plan to acknowledge receipt. If at the expiration of the performance improvement period the City Manager or department head determines that the employee has not been able to favorably resolve the job performance issue(s), the employee may be subject to discharge. A performance improvement plan is a tool that may be used to assist an employee with job performance issues, but it is not a prerequisite to employee discipline or discharge and does not alter the employee's "at-will" status.

(c) The department head or City Manager shall provide a copy of any written performance evaluation or any performance improvement plan to the employee and shall place a copy of same in the employee's personnel file together with a certification executed by the employee certifying that the employee has received and reviewed a copy of same. Refusal of the employee to sign said certification is insubordination.

(d) Employees may respond in writing to any performance evaluation or performance improvement plan. This written response shall be placed in the employee's personnel file.

105.10 Training and Development

In order to meet individual and organizational needs, it is the policy of the City to provide training and development opportunities to encourage high quality performance to prepare employees for

new or increased responsibilities, skills, and to extend opportunities for individual growth, promotion, development, and self-fulfillment. Availability of training funds will be dependent on the budget available at the time and will require advance written approval of the department head and the City Manager.

(a) Tuition Reimbursement. The City of Anna encourages life learning and education. In support of this value, the City of Anna offers a tuition reimbursement program. Tuition Reimbursement is a tool that employees can use to grow and develop within the field of public service.

- (1) Scope. The policy described herein applies only to full-time, regular employees who are enrolled and participating in approved courses at approved educational institutions.
- (2) Eligible Courses. In order to be approved hereunder, a course must be applicable to the field of public service and must be offered and completed at an accredited university or college. The following types of courses specifically are not approved for reimbursement hereunder:
 - (i) Courses which are required by any governmental agency or professional association in order to meet the minimum educational or continuing educational requirements of the employee's current employment.
 - (ii) Courses which are non-credit continuing education courses.
 - (iii) Course credit for previous work experience.
 - (iv) On-going certification courses.
- (3) Course Work. All approved courses shall be scheduled outside of the employee's regular work hours, except upon written approval of the employee's department head. All work required by the approved course must be performed on the employee's own time.
- (4) Determination of Course Approval. In each case, courses shall be approved or disapproved by the City Manager, the ~~Human Resources Director~~ Director of Human Resources, the employee's direct supervisor, and the director of the employee's department prior to registering for coursework. Approval of a course applies only to that particular course, and shall not be approval of all courses required for a degree or certificate. Each course must therefore be applied for individually and will be evaluated separately from any other course.
- (5) Employee Eligibility. In order to be eligible for tuition reimbursement for approved courses hereunder, the employee must meet the following minimum requirements:
 - i. The employee must be satisfactorily performing the duties and responsibilities of their current employment in the opinion of their direct supervisor or department head.
 - ii. The employee must have satisfactorily completed any applicable period of probation relating to their employment with the City.

(6) Application for Approval. In order to apply for tuition reimbursement of approval that has been approved hereunder, the applicant must submit the following to the Human Resource Director:

- i. A fully completed tuition reimbursement application signed by the director of the employee's department not later than the first day of the course;
- ii. A degree plan, if applicable (required if the course is part of the first semester or term in a degree program, or if the degree plan is changed after the first semester or term);
- iii. A written description of the course (which may be the description supplied by the educational institution); and
- iv. A receipt showing the costs associated with the course or the tuition costs.

(7) Reimbursement Procedure.

- i. Upon completion of course, final grade submitted, and appropriate approval as described herein, the City shall reimburse the costs of tuition and required course fees for no more than two courses or six academic hours per semester. A reimbursement schedule set by the Human Resource Director will establish a cap or ceiling on the amount of tuition reimbursement per course or semester. Exception to the reimbursement cap may be made only at the sole discretion of the City Manager. No reimbursement shall be provided for required texts or materials, which costs shall be the sole responsibility of the employee. No reimbursement shall be provided for any optional fees in addition to tuition (e.g. late fees, parking, athletic passes, financial aid fees, etc.), which fees shall be the sole responsibility of the employee.
- ii. Upon completion of an approved course the employee shall submit a certificate of completion or transcript, along with all receipts for sums expended for tuition and required fees, to his or her department head. The director shall then submit the same to the Human Resource Director. Upon review and approval, the Director of Human Resource shall submit the documentation to the Finance Department for reimbursement to the employee. With a grade of 'B' or above (at least 3.0 on a 4.0 grading system), or a passing grade if course performance is reported as either pass or fail, reimbursement shall be 100% of the approved amounts. With a grade of 'C' the reimbursement amount will be reduced to 50% of the approved amounts. With a grade of 'D' or below, the City will not provide reimbursement. The materials described herein shall be submitted by the employee not later than thirty (30) days after the completion of the course, or tuition reimbursement may be denied by the City.
- iii. Tuition shall not be reimbursed where the same has been or shall be paid from other non-student loan sources, including but not limited to grants, scholarships, financial aid, etc. In such case, reimbursement shall be limited to approved tuition expenses which are not paid by the subsidies. In addition, tuition shall not be reimbursed for any program subsidized by the City or any other governmental entity.

- (8) Repayment by Employee. In the event that an employee's employment with the City is terminated, either voluntarily or involuntarily, within two years of the completion of any approved course for which the employee has received reimbursement, the employee shall be required to repay to the City 100% of all reimbursement paid by the City for such courses. Such repayment shall be deducted from the employee's final paycheck, or shall be made to the City within thirty (30) days of the termination of the employment. In addition, any employee who terminates his or her employment with the City or whose employment is terminated by the City prior to completing an approved course shall not receive reimbursement for said course(s).
- (9) Acceptance of Terms. Each employee participating in the tuition reimbursement plan shall be required to sign an agreement stating that they have received a copy of this policy and agree to the terms of the same. Should an employee refuse to sign such an agreement, the employee shall not be allowed to participate in the tuition reimbursement plan described herein. Such agreement shall not alter the employee's at-will status, shall not constitute an agreement for continued employment, and shall not provide any employee the right to employment with the City.

(b) Licenses and Certifications.

- (1) Required Licenses and Certifications. Subject to funds available in the annual budget and approval by the department head and/or the City Manager, the City will pay for continuing education required to maintain a license or certification that an employee is required to maintain as a condition of his or her continued employment with the City.
- (2) Optional Licenses and Certifications. Subject to funds available in the annual budget and approval by the department head, the City may pay for continuing education and testing required to obtain additional licenses and/or certifications that an employee is not required to obtain or maintain as a condition of employment, but that prepare an employee for new or increased responsibilities, skills, or that extend opportunities for individual growth, promotion, and development. If required by internal departmental policies, the City may require an employee to repay to the City the cost of the continuing education and testing for an optional license or certification subject to the following:
 - (i) Departmental Policies. Departmental policies regarding the payment of fees for continuing education courses and testing for optional licenses and certification shall be approved by the City Manager, and shall be uniform for employees with the same job title.
 - (ii) Repayment by Employee. In the event that an employee's employment with the City is terminated, either voluntarily or involuntarily, within one year of the completion of a continuing education course or test for an optional license or certification paid for by the City, the employee may, subject to departmental policies and a prior agreement as outlined in paragraph (iii) below, be required to repay to the City 100% of all course and testing fees paid by the City for the optional license or certification. Such repayment shall be deducted from the employee's salary or other compensation that would otherwise have been compensable to the employee upon termination. If said deduction is not enough to compensate the City for the course and testing fees, the employee shall pay the remainder of the amount to the City within 10 business days of the effective date of the employee's termination .
 - (iii) Acceptance of Terms. If repayment may be required, each employee that requests approval to take a continuing education course or test for an optional license or certification shall be required to sign an agreement stating that they have received a copy of the departmental policy and this policy regarding repayment by the employee, and agree to the terms of same. Should an employee refuse to sign such an agreement, the City will not pay for the continuing education course or testing fees for the optional license or certification as described herein. Such agreement shall not alter the employee's at-will status, shall not constitute an agreement for continued employment, and shall not provide any employee the right to employment with the City.

105.11 Salary Increases

- (a) Salary Increases. Increases in salary may be granted by the City Manager in accordance with the compensation plan based on employee performance, evaluated merit, market comparison of pay for the employee's position, changes in an employee's job description or duties, and availability of funds.
- (b) Non-Merit Raises. As part of the City's annual budget, the City Manager may recommend a cost-of-living adjustment ("COLA") for employee salaries based on factors relevant to changes in the local cost of living and the availability of funds. Every COLA approved by the City Council shall apply the same percentage increase to the base salary of every City employee or group of employees, including but not limited to the City Secretary and City Manager.
- (c) No provision of this Manual shall be construed as authorizing any increase in salary or wages during a fiscal year which would result in exceeding appropriations made for such purpose.

105.12 Longevity Pay

- (a) Each year eligible employees shall receive a lump sum longevity payment based on their full months of employment with the City. Except as provided in subsection (b), below, eligible full-time employees shall receive ten dollars per full month of employment. Regular full-time employees who have completed at least 12 months of employment shall be eligible.
- (b) Longevity pay for eligible full-time employees whose employment commenced after March 11, 2014 shall be five dollars per full month of employment.
- (c) Except for certain non-civilian police and fire department employees, funds will be dispersed between the second week of November and the first week of December only to eligible employees actively employed on the date of payment, and months of service shall include all months served as of December 31 of each year.
- (d) Non-civilian police and fire department employees shall receive their longevity pay on or about their anniversary hire date after completion of their annual performance review. Months of service shall include all full months served as of their anniversary hire date.
- (e) Any employee leaving City employment and later being re-employed will forfeit all previous longevity. Employees on any type of leave without pay, disability leave, catastrophic leave, or workers' compensation leave will not accrue longevity for that period of leave.
- (f) Maximum annual longevity pay for full-time employees will be \$1,200.

105.13 Separation Pay

Subject to Section 116 of this Manual and any other applicable provisions of this Manual, employees who leave the service of the City, regardless of reason for separation, shall receive all pay that is due to them in accordance with and subject to the following provisions:

- (a) The final compensation check for a self-terminating employee will be issued not later than the next regularly scheduled payday after separation. The final compensation check for an

employee who has been involuntarily terminated will be issued not later than the sixth regular working day following termination. Separation pay may be delayed due to any pending investigation of an employee or unforeseeable administrative delays in processing payment.

- (b) Eligible employees will be paid for any hours worked, including any authorized overtime compensation due to him or her.
- (c) Only regular full-time employees who have successfully completed their probation period shall be paid for unused vacation time earned.
- (d) Employees may request that any retirement benefits paid by him or her, through payroll deductions, be refunded in accordance with the applicable program. In the event a member of the retirement system leaves the employment of the City prior to retirement and is not vested, such member may elect to leave his contributions on deposit with the system for not more than five (5) years, may file application for a full refund of the employee's contributions and accrued interest thereon, or may roll the funds over into a qualified account. In the event that an employee receives a full refund of his contributions, the employee forfeits any seniority towards retirement under Texas Municipal Retirement System ("TMRS"). To the extent of any conflict between this provision and any mandatory provision of the City's TMRS plan, said plan shall govern.
- (e) Any indebtedness to the City which the employee might have incurred shall be deducted from their final paycheck and all City equipment and property must be returned before the final compensation check is released.
- (f) A regular employee who gives less than ten working days' notice of resignation or who is dismissed because of violating personnel rules and regulations concerning conduct will forfeit accrued vacation pay unless mutual agreement is reached between the department head, City Manager, and the employee.
- (g) If any employee dies while employed by the City, the City shall pay their designated beneficiary or if no beneficiary is designated, the City shall pay their duly appointed representative or representative of their estate any unpaid compensation, unused vacation time and accumulated benefits.

105.14 Retirement

- (a) Regular full-time employees are afforded retirement under the Texas Municipal Retirement System ("TMRS"). This plan is administered by the Human Resources Department and details regarding the plan may be obtained from the ~~Human Resources Administrator~~Director of Human Resources. Participation in TMRS shall be immediate and a condition of employment. Where practical, employees shall give the ~~Human Resources Administrator~~Director of Human Resources written notice of their intent to retire at least three months prior to the proposed date of retirement.
- (b) Details of the retirement plans, as well as additional information, is provided in the Texas Municipal Retirement System Handbook available through the Human Resources Department.

- (c) Part-time and seasonal employees are not eligible to make contributions to TMRS, unless the number of hours worked requires eligibility under TMRS rules.
- (d) Employees on leave without pay are not eligible to make contributions to TMRS.
- (e) In addition to TMRS, all employees of the City are included in the Medicare System.
- (f) To the extent that any provision in this Manual directly conflicts with state law governing TMRS, or directly conflicts with the plan as provided to the City through TMRS, this Manual shall yield to the extent of the conflict if the conflict.

105.15 Recovery of Pay and/or Benefits

- (a) It is the employee's responsibility to review their payroll information and deductions for accuracy. In the event that an employee is over paid, given excessive leave benefits or receives any other benefit and/or compensation in error, through an employee's misrepresentation or through the misapplication of a policy or an error in processing, the employee is expected to notify their department head (or ~~human resources director~~Director of Human Resources, as appropriate) and the City will take steps to recover those benefits and/or compensation. This also includes any form of payroll deduction that results in an underpayment.
- (b) Attempts will be made to establish an agreed-upon method to recover the resources. Failure to agree on a method will result in appropriate actions at the City's discretion (such as payroll deduction, reduction in leave time accrual rate, reduction in rate of pay, etc.) to recover the City's resources. An employee's failure to cooperate in the recovery process could result in disciplinary action up to and including termination.
- (c) Upon notification of an error employees will be expected to repay the City. Generally, employees will be given the same amount of time to complete repayment to the City as the time period during which the error was made. For example if an employee received overpayments for three (3) pay periods, the employee will have three (3) pay periods from the date of notification to complete repayment to the City. If unusual circumstances warrant, other payback periods may be allowed by the City Manager.

City of Anna

Personnel Policy Manual

Section 106. Holidays, Absences & Leaves

106.01 Holidays

- (a) The following holidays are declared official holidays for regular full-time and regular part-time employees:

- (1) Federal holidays (except Columbus Day);
- (2) Good Friday;
- (3) Friday after Thanksgiving; and
- (4) Christmas Eve.

(Amended 9/22/2015, Res. No. 2015-09-10, effective 1/1/2016)

- (b) The City Council may declare special holidays in addition to the holidays identified in subsection (a), above. Any such special holidays will be taken according to established procedures relating to holidays.
- (c) As many employees as possible shall be given each holiday off consistent with the maintenance of essential City functions.
- (d) On declared official or special holidays, regular full-time employees shall be paid for holiday leave as outlined in the table below. Regular part-time employees shall not receive holiday pay.

(Amended 9/22/2015, Res. No. 2015-09-10)

	Full-time Fire Department 24 hour Shift Employees	Full-time Police Department 12 hour Shift Employees	All other Full-time Employees
Hours of Holiday Leave	12 hours	12 hours	8 hours

- (e) Employees on any type of leave without pay, disability leave, or workers compensation injury leave (except during periods of salary continuation) shall not be entitled to paid holiday leave.
- (f) Temporary employees will not be paid for holiday leave.
- (g) A regular employee who is required to work on an official or special holiday shall be paid for the hours worked at a rate of one and one-half times their regular hourly rate plus receive

pay for holiday leave, or take paid holiday leave within 30 days of the official holiday as approved by his/her department head.

- (h) Except for employees regularly scheduled to work on a shift basis, a holiday that falls on a Saturday will be observed the preceding Friday. A holiday that falls on a Sunday will be observed on the following Monday. The City Manager may make adjustments as necessary.
- (i) An employee absent without authorized leave on the working day immediately preceding and/or following a holiday shall lose pay for the holiday as well as for the unauthorized absence(s). An employee absent without permission when scheduled to work a holiday will not receive holiday pay and is subject to disciplinary action.
- (j) If the last day of an employee's employment falls on a holiday, the employee will not be paid for that holiday;
- (k) Employees in the City's Fire Department shall be granted the same number of vacation and holidays, or days in lieu of vacation days or holidays, granted to other City employees, at least one of which shall be designated as September 11th. Notwithstanding any other provision of this Section 106.01, this holiday shall always be observed on September 11 regardless of the day of the week. Fire fighters receive September 11th as a holiday, but it does not increase the total number of holidays received. It is an optional holiday for fire fighters. If a fire fighter chooses to take September 11th as a holiday, the Veterans Day (November 11th) will be the holiday deducted from the total accrued holidays to keep the number of holidays the same as what is granted to other City employees.
- (l) Holidays falling within an employee's vacation period or within a period of absence properly chargeable to illness shall not be counted against vacation or sick leave.
- (m) An employee on workers' compensation leave will receive holiday pay only when the employee would have normally been authorized to be paid for that holiday.
- (n) Employees desiring to observe bona-fide religious holidays not listed as an official City of Anna holiday may be given time off without pay or may be authorized to use accrued vacation leave.
- (o) Department heads shall ensure that eligible shift workers and other employees working unusual schedules receive benefits of the full number of official holidays. Should an official holiday fall on an employee's normal day off, the employee shall either receive holiday leave pay for the holiday, or be allowed to take paid holiday leave within 30 days of the official holiday as approved by his/her department head.

106.02 Vacation

- (a) All regular full-time employees of the City shall be allowed vacation leave with pay after the successful completion of the probationary period following initial employment.
- (b) Regular full-time employees begin to accrue vacation leave on the first day of employment as shown in following table:

Vacation Leave Accrual

	Full-time Fire Department 24 hour Shift Employees (Avg. 56 hours per week)		Full-time Police Department 12 hour Shift Employees (Avg. 42 hours per week)		All other Full-time Employees (Avg. 40 hours per week)	
Years	Hours per pay period	<i>Approx. Weeks per Year</i>	Hours per pay period	<i>Approx. Weeks per Year</i>	Hours per pay period	<i>Approx. Weeks per Year</i>
1 st	4.31	2	3.23	2	3.08	2
2 nd	4.74	2.2	3.55	2.2	3.38	2.2
3 rd	5.17	2.4	3.88	2.4	3.69	2.4
4 th	5.6	2.6	4.2	2.6	4	2.6
5 th	6.03	2.8	4.53	2.8	4.31	2.8
6 or more	6.462	3	4.847	3	4.616	3
	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year
Maximum Annual Vacation Accrual	336	6	252	6	240	6

- (c) Eligible employees accrue paid vacation at the end of each pay period.
- (d) All employees shall be allowed to take vacation leave with pay after the successful completion of the probationary period following initial employment. Except in cases of emergency or as otherwise approved by the City Manager, vacation leave may not be taken prior to the successful completion of the six month probation period. Approval of the City Manager's office is required in such situations.
- (e) Absence on account of sickness or injury in excess of that authorized for such purposes, at the request of the employee and approval of the department head can be charged against available accrued vacation leave allowance.
- (f) In the event that an official paid holiday falls during the vacation period, holiday pay shall be given instead of vacation pay.
- (g) Full-time employees may accrue more vacation leave than the Maximum Annual Vacation Accrual, however, accumulated vacation time may not be carried forward each year in excess of the Maximum Annual Vacation Accrual. The cutoff date for vacation accumulated in excess of Maximum Annual Vacation Accrual shall be January 31 of each year. Any excess accrued vacation over the Maximum Annual Vacation Accrual on February 1 of each year will be forfeited.
- (h) Department heads will approve vacation requests, giving due consideration to the needs of the department. All leave requests should be made in writing and require prior approval of the employee's supervisor. Supervisors are encouraged to approve/disapprove an employee's vacation request in a timely manner.

- (i) Employees who separate from the City following satisfactory completion of the probationary period shall receive compensation for unused vacation leave up to the Maximum Annual Vacation Accrual. Employees who separate from the City prior to the satisfactory completion of their probationary period or who are dismissed due to violations of the personnel rules and regulations concerning employee conduct will forfeit accrued vacation pay unless a mutual agreement is reached between the department head, City Manager, and the employee.
- (j) Vacation leave shall not be advanced.
- (k) Vacation leave may be taken in not less than one hour increments.
- (l) Employees on leave without pay, or disability leave shall not continue to accrue vacation leave or sick leave. Employees on workers' compensation injury leave shall continue to accrue vacation leave during the period of salary continuation only
- (m) Part-time, seasonal and temporary employees shall not earn or accrue paid vacation leave.

106.03 Sick Leave

- (a) All regular full-time employees shall be entitled to sick leave with pay. Regular full-time employees begin to accrue sick leave on the first day of employment as shown in the following table. During the first ninety (90) days of the probationary period, sick leave may not be used as accrued unless specifically authorized under Section 103.01(f) of this Personnel Policy Manual.

(Amended 9/22/2015, Res. No. 2015-09-10)

Sick Leave Accrual						
	Full-time Fire Department 24 hour Shift Employees (Avg. 56 hours per week)		Full-time Police Department 12 hour Shift Employees (Avg. 42 hours per week)		All other Full-time Employees (Avg. 40 hours per week)	
Years	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year
Annual Accrual	5.17	2.4	3.88	2.4	3.69	2.4
	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year
Maximum Annual Sick Accrual	1344	24	1008	24	960	24

- (b) Sick leave may be taken at any time for illness, injury, exposure to contagious disease or routine medical or dental appointments which cannot reasonably be scheduled outside of working hours, and illness of a member of the employee's immediate family who requires the employee's personal care and attention. For this purpose, immediate family member shall be the employee's child, stepchild, parent, stepparent or spouse. A child is defined as a biological, adopted or foster child, stepchild, child of an employee who is standing in loco parentis or legal ward of the employee. The child must be under 18 years of age, or 18 years of age or older but incapable of self-care because of a mental or physical disability. Illness arising from pregnancy or complications thereof, shall be regarded the same as other types of illness.
- (c) Sick leave can be used in not less than one hour increments.
- (d) Employees who become ill and cannot report to work are expected to ensure that proper notification is received at their department no later than one hour after regular reporting time. Individual departments may require earlier reporting times. Failure to ensure proper notification without valid reason shall constitute absence without leave.
- (e) Sick leave not used during the year in which it accrues accumulates and is available for use in succeeding years up to the Maximum Annual Sick Accrual.. Each December 31, any sick leave balance in excess of the Maximum Annual Sick Accrual is reduced to the Maximum Annual Sick Accrual without compensation.
- (f) Sick leave may not be used prior to accrual.
- (g) Upon separating employment from the City, all sick leave credits shall be canceled and shall not be reinstated should the employee later be re-employed.
- (h) Employees shall continue to accumulate sick leave during absences from work on legal holidays, during sick leave or vacation leave. Sick leave accumulation shall be at the regularly prescribed rate during absence, as though the employee were on duty. Employees on leave without pay, or disability leave shall not continue to accrue sick leave. Employees on workers' compensation injury leave shall continue to accrue sick leave during the period of salary continuation only.
- (i) The department head may require satisfactory proof of illness at any time the employee is away from the office using sick leave. The department head may also require a statement from the attending physician of the need for an employee to remain at home to attend to a sick child, spouse or parent. A department head may disallow use of sick leave in the absence of satisfactory proof of need. Employees using or attempting to use sick leave without proper cause shall be subject to disciplinary action, up to and including dismissal. Employees on sick leave for more than two consecutive work days, or three or more work days within any five day period, must produce a doctor's certificate indicating treatment for a legitimate illness or injury in order to receive sick leave with pay. The doctor's certificate must contain a specific explanation of the reasons the employee was unable to work. A department head may require the employee to furnish a statement from the attending physician confirming the employee's ability to resume his/her job duties before permitting the employee to return to work.
- (j) Any employee terminated or resigning from the City shall forfeit all accumulated sick leave.

(k) An employee on sick leave may be subject to disciplinary action, up to and including termination, under the following circumstances:

- (1) If the employee engages in other work for pay while receiving sick leave benefits;
- (2) Engages in activities not authorized by the attending physician, or fails or refuses to comply with the attending physicians instructions or advice regarding the injured condition, other than for bona-fide religious beliefs;
- (3) Fails to act in a manner conducive to convalescence;
- (4) Refuses to perform work authorized by the attending physician;
- (5) Refuses to accept or perform a different job, which is within the employee's physical capacity to perform, as specified by the attending physician.
- (6) If the employee uses or attempts to use sick leave without proper cause.

(l) An employee who becomes ill or injured during a vacation may request that the vacation be terminated and the time off due to the illness or injury be charged to sick leave. Application for such substitution must supported by a medical certificate or other acceptable evidence.

(m) Part-time, seasonal, and temporary employees shall not earn or accrue paid sick leave.

106.04 Military Leave

- (a) Leave, Zero to 120 Hours. Employees are entitled to military leave with pay in accordance with state and federal laws for a cumulative maximum of 120 hours in any federal fiscal year (October to September). This includes both active duty training and regular active duty. The term "with pay" means full and regular pay for days and times the employee would ordinarily have been working. Employees must notify their supervisors before their pending duty.
- (b) Extended Leave. More than 120 Hours. Employees with military leave extending beyond the 120 hours will be treated as employees in non-pay status. Should employees have accrued vacation leave, they may request any part of it through their supervisors. This will not affect their military leave status.
- (c) Duty Verification. Employees shall provide written performed duty verification as soon as possible, but no later than their return to work. Verification is necessary in order to confirm payment of military pay and to confirm any veterans' reemployment rights. Verification may include, but is not limited to, orders, drill letters, training schedule and or a duty verification signed by the officer in charge.
- (d) Uniformed Services Employment and Reemployment Rights Act. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who perform duty, voluntarily or involuntarily, in the "uniformed services." USERRA also prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services. Those that served have the right to be reemployed if they left to perform service in the uniformed service and meet these requirements:

- (1) The employee must have been absent from a civilian job on account of service in the uniformed services;
 - (2) The employee must have given advance notice to the employer that he or she was leaving the job for service in the uniformed services, unless such notice was precluded by military necessity or otherwise impossible or unreasonable;
 - (3) The cumulative period of military service with the City must not have exceeded five years;
 - (4) The employee must not have been released from service under dishonorable or other punitive conditions; and
 - (5) The person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment, unless timely reporting back or application was impossible or unreasonable.
 - (6) If eligible to be reemployed, the employee must be restored to the job and benefits they would have attained if they had not been absent due to military service or, in some cases, a comparable job.
- (e) Health Insurance Protection. If a City employee leaves their job to perform military service, they have the right to elect to continue their existing employer-based health plan coverage for themselves and their dependents for up to 24 months while in the military. Even if they do not elect to continue coverage during their military service, they have the right to be reinstated in the City's health plan if and when reemployed, generally without any waiting periods or exclusions except for service-connected illnesses or injuries.
- (f) Enforcement. The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations. For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USADOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

106.05 Bereavement Leave

Department heads or the City Manager, after ascertaining the exact circumstances, may grant a regular full-time employee up to 24 work hours per year of paid leave for deaths within the employee's immediate family. For the purpose of bereavement leave, "immediate family" shall always include a spouse, parent*, parent-in-law, child*, brother*, sister*, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or grandparent-in-law. Vacation leave may be used to supplement bereavement leave, upon request and approval. Employees may be required, at the discretion of the department head, to present proof of immediate family death. Death of other relatives who had been residing in the same household will be considered on an individual case basis, with approval, of the City Manager.

* Also includes "step-[relatives]" of these types.

106.06 Jury/Court Duty

Employees required by summons to report for jury duty (including grand jury duty), or who are impaneled as a juror or alternate, shall receive their regular pay during the time period directly related to jury duty (not to exceed 40 hours of jury duty per summons).

(a) Regular Pay.

- (1) Employees requesting regular pay for work time spent on jury duty must present proof of attendance from the presiding court before pay can be issued. Upon release from jury duty, employees must return to their assigned work location.
- (2) Employees will not be discharged for reporting to jury duty or serving as a juror. Employees failing to return to work after being excused from jury duty during their normal work hours are subject to disciplinary action.

(b) Official City Business.

- (1) Employees who are subpoenaed to appear in court or before any other judicial or administrative body for and on behalf of official City business or on behalf of the county, state or federal government for services related to City duties, shall be compensated in accordance with the procedures specified under this Section.
- (2) Employees requesting regular pay shall provide a copy of the subpoena and, if available, proof of attendance by the court or respective administration body.

(c) Personal/Private Business. Employees will not be paid for time off to conduct personal or private legal business. Vacation or compensatory time may be used if approved by the department head.

106.07 Administrative Leave with Pay

(a) Elections. Employees on duty on the date of any national, state, or local election and who are eligible to vote in such elections shall be granted leave without loss of pay or benefits to exercise this right if the polls are not open for voting for two consecutive hours outside of the voter's work hours. Evidence of voter registration and voting may be required by the supervisor.

(b) Hazardous Weather Conditions. Except for extraordinary circumstances, City offices DO NOT CLOSE. In the event of inclement weather, employees are expected to use their good judgment and are not asked to take unnecessary risks.

- (1) Closings of City administrative offices are only authorized by the City Manager.
- (2) During official closing period, each department head will designate essential or emergency service personnel who are required to be on the job regardless of weather conditions. Such employees are not given time off at a later date for hours worked during the period of closing. Employees not designated to work are granted paid administrative leave. Such employees will be compensated at their regular pay rate for the hours they were scheduled to work. This is to assure that employees do not lose compensation due to circumstances beyond their control.

- (3) Non-exempt employees who are designated essential and who must continue to work during emergency or weather related closings are compensated at their regular pay rate during the emergency closing period. Such employees are not given time off at a later date for hours worked during the period of closing.
 - (4) Exempt and non-exempt employees on sick leave or vacation leave on a day when a partial or full day closing occurs are charged with sick or vacation leave for that day as was scheduled.
 - (5) Non-exempt employees unable to travel to work during a period of non-closing will either take vacation leave or leave without pay.
 - (6) Exempt employees unable to travel to work during a period of non-closing must miss the entire work day before having to take vacation leave or leave without pay. Partial day absences do not apply to exempt employees. If an exempt employee has no accrued vacation time, he or she will be required to make up the missed time at a later date.
- (c) Disciplinary or Criminal Investigations. The City Manager may determine, as a matter of administrative discretion, that an employee subject to a disciplinary or criminal investigation should not be in the workplace while that investigation is pending. In such case, the City Manager may place an employee under investigation on administrative leave with pay for a period of time appropriate in the individualized circumstances.

106.08 Authorized Leave without Pay

- (a) A leave of absence without pay may be granted at the discretion of the department head and must be approved by the City Manager. Such factors, including but not limited to, length of time away from the job, reason for, and urgency of the request, and length of service with the City, will be taken into consideration by the City Manager. Leave without pay is granted as a matter of administrative discretion. No employee may demand leave without pay as a matter of right, but it may be granted to any employee.
- (b) An employee may be granted leave without pay, when all other forms of leave such as vacation, compensatory time off, holiday, and personal leave have been exhausted. If the leave is not medical in nature, then accrued sick leave is not an available option.
- (c) Leave without pay may be considered for the following reasons:
 - (1) To participate in training that would result in increased job ability.
 - (2) To achieve an educational level necessary for advancement in the City.
 - (3) To perform a service that will contribute to the public welfare.
 - (4) To recover from an illness or disability, not believed to be of a permanent or disqualifying nature, for which sick leave and wage supplementation benefits have been exhausted or are not available.
 - (5) When return to work would threaten the health of others.

- (6) To provide necessary care for a family member who is ill or is incapacitated.
 - (7) For an excused absence during the initial employment period.
 - (8) For an excused, but non-compensable, absence of less than a day.
 - (9) To permit vacation.
 - (10) To perform duties in the military service.
- (d) In circumstances not falling within other provisions of these rules, the City Manager may authorize an employee to take leave without pay under mutually agreeable terms and conditions. Employees taking leave without pay shall not lose or gain seniority. All employee benefits will remain in effect during periods of authorized leave without pay.
- (e) Service credit. An employee who is on leave without pay for more than six 6 consecutive calendar weeks loses service credit for that period in excess of the six calendar weeks except in regards to Military Leave.
- (f) Accrued leave. An employee granted leave without pay forfeits use and accrual of sick leave, vacation leave, holiday leave, bereavement leave, court leave, except to the extent that leave without pay is authorized under federal or state law.
- (g) Termination. An employee granted leave without pay must physically return to work to retrieve sick credit, but will be paid any vacation leave balance due if the employee terminates in accordance with the terms of this Manual.

106.09 Absence without Leave

Unauthorized leave not reported within 72 hours of the scheduled reporting time shall serve as notice of immediate resignation by the employee.

City of Anna

Personnel Policy Manual

Section 107. Family Medical Leave

107.01 Definitions

The City will provide Family Medical Leave in accordance the terms and conditions prescribed by state and federal law and these policies. The following definitions are provided for ease of reference and employees should refer to the Family Medical Leave Act ("FMLA") for more complete or updated information. If the following definitions conflict with the definitions set forth in the FMLA, the definitions in the FMLA shall control to the extent of the conflict.

- (a) Child. A biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis. The child must be under 18 years of age, or 18 years of age or older, but incapable of self-care because of a mental or physical disability.
- (b) Covered Servicemember.
 - (1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
 - (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- (c) Eligible Family Member. An Eligible Employee's child, stepchild, parent, stepparent and spouse. The term "parent" does not include a parent "in-law."
- (d) Health Care Provider.
 - (1) Includes doctor of medicine or osteopathy, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse-midwife, clinical social worker, Christian Science practitioners (if listed with the First Church of Christ, Scientist in Boston, Massachusetts), and any health care provider recognized by the City or City's group health plan benefits manager. These health care providers must be authorized to practice in the state in which the provider practices and be performing within the scope of their practice as defined under state or federal law.
 - (2) This term also includes a health care provider listed above who practices in a country other than the United States and who is authorized to practice under the laws of that country.
- (e) Outpatient status. The status of a member of the Armed Forces assigned to:
 - (1) a military medical treatment facility as an outpatient; or

- (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- (f) Serious Health Condition. Includes an illness, injury, impairment, or physical or mental condition that involves any of the following:
 - (1) Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility;
 - (2) A period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;
 - (3) Any period of incapacity due to pregnancy, or for prenatal care;
 - (4) Any period of incapacity (or treatment therefore) due to a chronic serious health condition;
 - (5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - (6) Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated.
- (g) Serious injury or illness.
 - (1) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - (2) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period described in subsection (b)(2), above, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

107.02 Eligibility

- (a) Subject to subsection (h), below, and only to the extent that an employee is an "eligible employee" under this section 107 and under 29 U.S.C. § 2611 (Family Medical Leave Act), the City will provide up to twelve weeks of unpaid leave in a twelve-month period. This benefit will be offered to eligible employees for the following reasons:
 - (1) Birth of a child;

- (2) Upon placement with the employee of a child for adoption or foster care;
 - (3) Care of an eligible family member;
 - (4) The employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - (5) Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation. A list of qualifying exigencies is available from the U.S. Department of Labor (Wage and Hour Division); and
 - (6) Any other reason if required under federal law.
- (b) Time taken under (a)(1) or (a)(2) must be completed within twelve months of the occurrence.
- (c) An employee who is the spouse, child, parent, or next of kin of a covered servicemember with a serious injury or illness may be eligible for up to 26 work weeks of unpaid leave during a 12-month period to care for that servicemember (Military Caregiver Leave). Employees who need further information on this type of leave should contact the U.S. Department of Labor (Wage and Hour Division).
- (d) Employees must have worked for the City at least twelve months and must have worked for the City at least 1,250 hours during the twelve months prior to the request for leave under the FMLA. In determining whether or not an employee has worked for the City for the required twelve months, all time worked for the City will be counted (even if in nonconsecutive periods). In determining the amount of leave available to an employee, the City will consider any leave under the FMLA taken in the twelve (12) months prior to the date the requested leave is to begin.
- (e) If both the employee and the employee's spouse are employed by the City, family leave may be limited to a total of 12 workweeks combined if the reason for FMLA leave is for: birth and care of a child; for the placement of child for adoption or foster care, and to care for the newly placed child; or to care for an employee's parent who has a serious health condition. As an example of how this limitation may work, during a 12-month designated period, the married couple took 12 weeks combined (mother/wife took 10 weeks, father/husband took 2 weeks) for the birth and care of the newborn child. The mother/wife would have two workweeks of FMLA leave to care for her own serious health condition or that of her or child or spouse. The father/husband would have remaining 10 weeks of leave to care for his own serious health condition or that of his spouse or child. Since this married couple used 12 workweeks of FMLA leave for the birth and care of the newborn child, no additional FMLA leave may be taken to care for the parent with a serious health condition by either spouse in the remaining 12 months.
- (f) Most employees taking leave under the FMLA will be allowed to return to the same or equivalent position upon returning to work. Certain salaried employees meeting the FMLA definition of "key" employees may be denied reinstatement to employment when the City believes it would cause substantial and grievous economic injury to its operations. If any "key" employee is to be denied reinstatement, the City will provide the employee with written

notice of: his/her status as a "key" employee and the reasons for denying job restoration. In such circumstances, the "key" employee will be provided a reasonable opportunity to return to work after provision of the notice.

- (g) Any employee taking family and medical leave due to their own serious health condition may be required to provide a completed Notice of Intent to Return from Leave form (refer to Appendix A-6).
- (h) Exclusion. Notwithstanding any other provision in this Manual, an employee is not eligible for FMLA leave if employed at a worksite at which the City employs less than 50 employees if the total number of employees employed by the City within 75 miles of that worksite is less than 50.

107.03 Continuation of Medical Benefits

- (a) While the employee is on family medical leave, the City will continue to provide the employee with health benefits. These benefits will be provided to the employee under the same conditions as if the employee was actively working. The employee must continue to pay applicable premiums, co-payments, deductibles and other out-of-pocket expenses (including premiums for dependent coverage, if any).
- (b) Any employee taking leave under the FMLA must work with the ~~Human Resources Administrator~~Director of Human Resources to determine a written schedule for paying insurance benefit premiums. The meeting shall take place prior to the employee taking family medical leave. When an employee is placed on unpaid leave under the FMLA, the City will continue eligible employees' health care benefits including medical benefits. During the period of unpaid leave, the employee receives the same benefits and has the same payment obligations as employees who are working. This means that employees on unpaid leave must make arrangements with the ~~Human Resources Administrator~~Director of Human Resources to continue paying the employee share of premiums, if any. A 30-day grace period for payment of premiums will be provided before coverage is affected.
- (c) An employee who is on unpaid leave under the FMLA and chooses not to pay, or agrees but fails to pay, insurance premiums, shall have insurance benefits cancelled for non-payment of insurance premium. An employee whose insurance benefits are cancelled (due to non-payment of premium) shall, upon returning to work (full-time), have insurance benefits restored as if there was no break in coverage. Insurance benefits for the employee will be restored without the employee having to meet any qualifications, take a physical examination or satisfy pre-existing conditions.
- (d) The City will cease to make health benefit payments if and when an employee informs the employer of any intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted. The City may, at its option, cease to make health benefit payments on behalf of an employee if the employee's premium payment is more than 30 days late. If the City anticipates terminating health benefit payments on this basis, the employee will receive written notice advising that coverage will cease if payment is not received at least 15 days in advance of the City's cessation of health benefit payments.

- (e) The City may require any employee who fails to return to work after using family medical leave to reimburse the City for any insurance premiums paid by the City to maintain the employee's dependent health coverage.

107.04 Notification

- (a) Employees are required to give 30 days' notice (when possible) to their supervisor of the intent to take leave under the FMLA. If 30-day notice is not possible, notice should be provided immediately upon a determination of need. Employees should provide at least verbal notice within two business days of learning of the need to take FMLA leave. The employee must provide sufficient information to make the City aware of the need for FMLA leave and the anticipated timing and duration of the leave. If an employee seeks leave for an FMLA-qualifying reason for which the employer has previously provided the employee with FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.
- (b) If the City determines that leave is being taken for an FMLA-qualifying reason, it shall notify the employee that the leave is designated and will be counted as FMLA leave. Such notice will be in writing and generally provided within five business days of the determination.

107.05 Medical Certification

- (a) Any employee requesting family medical leave for a serious health condition of the employee or of an eligible family member shall complete a Certification of Health Care Provider form (refer to Appendix A-7). Employees have at least 15 calendar days of the request for FMLA leave, but not more than 20 calendar days to obtain and submit to the Human Resource Administrator the required medical certification. The certification form must be completed by the patient's health care provider(s) and must contain at least the following:
 - (1) Date condition began;
 - (2) Probably duration of condition;
 - (3) Appropriate medical facts about the condition; and
 - (4) Statement that the employee is needed to care for the ill family member or, in the case of their own illness, is unable to perform their job.
- (b) The City may require a second opinion from a health care provider of its choice at its own expense. If the opinions of the two health care providers conflict, the City may require, at its expense, a third medical opinion from a health care provider mutually agreed upon by the employee and the City. The third opinion shall be considered final and binding on both the employee and the City.
- (c) The City will not require a second or third opinion of certification, or require recertification, of a covered servicemember's serious injury or illness, or of a qualifying exigency. The City may, at its option, contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.

- (d) To protect the employee's privacy, the certifications will be treated as confidential medical records and will be disclosed on a strict need-to-know basis.

107.06 Reduced Work Schedule

- (a) Any employee placed on a reduced/intermittent work schedule while on leave under the FMLA must provide their department head with a completed certification form (refer to Appendix A-7). The medical certification must be completed by the patient's health care provider. The form shall state that intermittent leave is medically necessary and must specify the approximate length of time the employee will be on a modified work schedule.
- (b) When an employee requests intermittent leave or a reduced work schedule, the employee may be temporarily transferred to alternative positions with equivalent pay and benefits. The purpose of the transfer is to better accommodate recurring leave periods.

107.07 Use of Paid Leave

- (a) Accrued sick and vacation leave or other accrued paid leave must be used concurrently with unpaid leave under the FMLA (administrative leave without pay). If the City substitutes paid leave for unpaid FMLA leave, it may be counted against the 12-week FMLA entitlement if the employee is notified of the designation when the leave begins.
- (b) In the case of family and medical leave, the Department Head shall send notification to the employee, with a copy to the ~~Human Resources Administrator~~Director of Human Resources designating the time off as leave under the FMLA.

107.08 Parties' Responsibilities

- (a) Employee.
 - (1) Notify the City of any needed leave required due to a Serious Health Condition. If the employee fails to notify the City of the reason for leave, the leave may only be retroactively designated as FMLA leave if the City is notified of the designation while the leave is in progress or within two business days of the employee's return to work. However, retroactive designation is not available if the employee's failure to notify the City of the reason for leave resulted in the employee's separation of employment from the City under circumstances in which the City had no actual notice that the leave was required for a Serious Health Condition.
 - (2) Employee on leave under the FMLA may be required to report their medical status and/or intent to return to work or expected date of return to their Department Head at least every two weeks.
 - (3) Other responsibilities as set forth in this Section 107.
- (b) Department Head.
 - (1) Requesting leave under the FMLA and designating the same is a process that requires interaction by the employee and Department Head. Because employees may not always use the specific terms "leave under the FMLA" or "family and medical leave," upon the employee's request for leave, it is the responsibility of the employee

to discuss the reason(s) for the leave and the Department Head to determine whether they meet FMLA guidelines. As soon as possible, the employee shall inform their Department Head of a need to take leave under the FMLA an Application for Family and Medical Leave shall be completed (refer to Appendix A-8). Department Heads should review the circumstances of the leave to determine if it should be considered family medical leave.

- (2) At the time an employee begins taking leave that would qualify as family medical leave, the Department Head should notify the employee in writing, that the leave will be treated as leave under the FMLA. The Department Head shall record when the leave began and how long it is expected to last.
- (3) It is the responsibility of the Department Head to track the family medical leave that their employees take. If an employee requests leave for family and medical purposes that necessitate time off without pay (i.e., all applicable accrued paid time has been exhausted), the Department Head must generate a Personnel Action Form (PAF), indicating in the PAF "Comments" section that the leave without pay is for family and medical purposes. The employee should be given a copy of the PAF designating the time off as unpaid family medical leave. If an employee has taken leave for family and medical purposes within the prior twelve months, this should be noted in the "Comments" section, along with the dates the leave was taken. This will document that the total amount of leave under the FMLA (unpaid in addition to paid) does not exceed the 12-week maximum.

NOTE: Use of the PAF is mandatory for unpaid family medical leave. In some cases, employees may have more than 12 weeks paid time accrued. Because the City's leave policy is more generous than what FMLA requires, paid leave in excess of twelve (12) weeks is not a concern unless unpaid leave is also required.

- (c) The City. The City, as employer, shall not use the taking of FMLA leave as a negative factor in employment actions such as hiring, promotions, or disciplinary actions. The City will not count FMLA leave under any "no fault" attendance policy currently in place or which may be enacted in the future.

107.09 Coordination with Workers' Compensation Benefits

In those cases where the employee is eligible for leave for a serious health condition which qualifies under both the FMLA and Workers' Compensation (WC), these benefits shall automatically run concurrent. This coordination shall occur in circumstances such as when an employee sustains a serious work related injury resulting in hospitalization, or misses more than three workdays (in excess of 4 hours a day) due to a compensable work related injury. Coordination shall occur as follows:

- (1) Notification Procedure. The injured employee must submit a completed incident report to the ~~Human Resources Administrator~~ Director of Human Resources. This report shall be submitted within 24 hours and will serve as official notification to the ~~Human Resources Administrator~~ Director of Human Resources that an incident has occurred. Upon receiving the completed incident report the ~~Human Resources Administrator~~ Director of Human Resources shall notify the employee's Department Head of a qualifying WC claim and will designate the employee's lost time as leave under the FMLA (if applicable). If such injury is designated as leave under the FMLA

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the Department Head shall notify the employee in writing within two business days of such designation. The time of absence will be deducted from the employee's available family and medical leave.

- (2) Light Duty Position. The City may not require employees who are using leave under the FMLA and WC leave concurrently to accept a light duty position recommended by the physician treating the employee for the WC injury if the employee is still eligible for and wants to utilize any leave under the FMLA. However, an employee who declines the City's offer for light duty work will lose their right to collect WC benefits. Once WC benefits cease, the City will require the employee to use accrued paid leave (e.g. vacation, sick, etc.) before unpaid leave may be used.
- (3) Payment of Workers' Compensation Benefits. At no time shall any employee be allowed to collect Workers' Compensation benefits and sick/vacation leave benefits equal to more than 100% of employee's normal rate of pay.

107.10 Temporary Replacements

If, due to business necessity, the department needs to fill the position during the leave period, authorization may be requested from the City Manager for the hiring of a temporary employee.

City of Anna

Personnel Policy Manual

Section 108. Employee Communications Policy

108.01 Open Communication/Open Door

- (a) It is the City's goal to maintain approachable, open-minded, two-way communication at all levels between all City employees and to improve the quality and efficiency of City services. All employees are encouraged to participate in a free and uninhibited exchange of questions, suggestions and information which may improve municipal service, safety, employee performance and morale, efficiency, cost effectiveness, effective maintenance or public relations: anything that will enable us to do a better job.
- (b) Employees are strongly urged to first discuss the issue of concern with their immediate supervisor; however, when unusual circumstances merit departure of the normal chain of command, employees may contact anyone in the City administration structure, including the City Manager, to answer their questions or concerns.

108.02 Privacy Expectations

- (a) All employees are responsible for maintaining a level of confidentiality that will preserve an environment that supports sincerity, honesty, and ethical behavior. City employees shall not use their position to secure official information about any person or entity for any purpose other than the performance of official responsibilities. Additionally, a City employee shall not intentionally or knowingly disclose any Confidential Government Information gained by reason of the employee's position.
- (b) Subsection (a) does not prohibit:
 - (1) the reporting of illegal or unethical conduct to authorities designated by law; or
 - (2) any disclosure, not otherwise prohibited by law, in furtherance of public safety.
- (c) "Confidential Government Information" as used in this section includes:
 - (1) all information held by the City that is not available to the public under the Texas Public Information Act;
 - (2) all information held by the City that is available to certain persons based only on the person's special right of access as applies under the Texas Public Information Act;
 - (3) any information from a meeting closed to the public pursuant to the Texas Open Meetings Act; and
 - (4) any information protected by client-attorney privilege, attorney work product, or other applicable legal privilege.

- (d) As City employees supported by public funds, employees should not expect privacy in their work facilities, workstations, and/or anything that belongs to the City used to produce that work.
- (e) If an employee has questions about whether certain information is considered confidential, please contact your superior or the ~~Human Resources Administrator~~Director of Human Resources.

108.03 Telephone Usage

If requested, department heads shall be responsible for producing logs of long distance telephone calls and for assuring that they are only made for necessary City business. Telephones should be answered promptly and courteously. Personal calls shall be limited so as to not interfere with City business.

108.03.1 Personal Use of City Provided Cell Phones

- (a) Employees are responsible for exercising good judgment regarding the reasonableness of personal use. City cell phones are to be used for City business. (Occasional personal use is permitted as long as it does not exceed the total monthly allocation.) Employees are subject to the rules set forth below in Section 108.03.3 when using City cell phones for personal use.
- ~~(b) Employees are not required to reimburse the City when the total of business and personal calls do not exceed the total monthly plan minutes.~~
- ~~(c)~~(b) When personal calls cause the monthly plan minutes to be exceeded, employees shall reimburse the City for the total amount in excess of the normal monthly bill.
- ~~(d)~~(c) The smallest cell phone plan available that accommodates the business needs shall be utilized at all times. If the business needs of the employee require a cell phone contract based on unlimited monthly use, the employee is required to reimburse the City for monthly personal calls. The reimbursement rate will be 20% of the total monthly bill.

108.03.2 Cell Phone Issuance Allowances

- (a) ~~Employees may request a cell phone allowance in lieu of a City provided cell phone. If a cell phone allowance is requested, it must be approved by the Department Director and City Manager. Two cell phone allowance options are available and the Department Director shall determine which allowance is appropriate. The basic phone option provides a monthly allowance as set by the City Manager and is based on the use plan currently offered by the City's vendor and being used by employees with City provided basic cell phones. The smart phone option provides a monthly allowance as set by the City Manager and is based on the use plan currently offered by the City's vendor and being used by employees with City provided smart phones. The allowances will be reviewed annually by the Finance Department and adjusted when necessary to reflect current plan rates. Issuance of a city cell phone must have the approval of the City Manager or his/her designee. City positions will be evaluated on a case-by-case basis by the City Manager's office and department directors. If a city position has been approved for issuance of a city cell phone the city equipment will be supplied by the Information Technology Director.~~

~~(b) If an employee currently has a City provided cell phone and desires to switch to a cell phone allowance, the term of the employee's current City cell phone contract must be at or past the contract expiration date before the change can be made. If the employee's current City cell phone contract has not reached the expiration date, the employee can pay the cancellation fee and switch to a cell phone allowance.~~

~~(c) Employees are advised that records related to calls made on cell phones that are reimbursed by the City through a cell phone allowance are public information. Information related to telephone numbers called, time and date, and length of calls ordinarily may be obtained through the Open Records Act except in narrowly defined circumstances. Employees are advised, and should be aware of the fact that cellular calls are not secure and can be monitored. It is a crime for a third party to intentionally monitor cellular phone conversations without the consent of one of the parties to the conversation. A party to the conversation can legally monitor or record the conversation. Employees are advised that records related to calls made on city issued cell phones are public information. Information related to telephone numbers called, time and date, and length of calls ordinarily may be obtained through the Open Records Act except in narrowly defined circumstances. Employees are advised and should be aware of the fact that cellular calls are not secure and can be monitored. It is a crime for a third party to intentionally monitor cellular phone conversations without the consent of one of the parties to the conversation. A party to the conversation can legally monitor or record the conversation.~~

108.03.3 Use of Personal Cell Phones

- (a) The City recognizes that many employees have cell phones that they bring to work. Cell phones may belong to the employee or be provided for the employee's use by the City, as set forth in Section 108.03.1 and 108.03.2. The use of an employee's personal cell phone—including but not limited to cell phones with functions such as cameras and video and audio recorders—at work must not interfere with job duties or performance. Employees must not allow cell phone use to become disruptive or interfere with their own or a co-worker's job performance. Use of personal cell phones should not be used in areas that are accessible to the public, such as the front desk, or in the presence of a customer. An employee may not photograph or otherwise record any event or situation that would constitute confidential information, as that term is defined in Section 101.01.1, without obtaining the advance permission from the employee's department head or the City Manager. An employee may not photograph or otherwise record any activity or event during work hours, without obtaining the advance permission from the employee's department head or the City Manager, unless the employee's work assignments include duties that would require taking photographs or recordings in the performance of their official responsibilities, in which case any such photographs or recordings are the property of the City.
- (b) Cell phone use that violates any City policy, including but not limited to the policy on sexual and other unlawful harassment, will be subject to disciplinary action, up to and including termination.

108.04 Electronic Communications Policy ¹

(a) Generally.

- (1) The City may provide computer networks, intranet and internet access, email, telephones, pagers, digital cameras, voice mail, and fax communication systems for use by City employees in the performance of their job duties. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems.”
- (2) The City systems are designed to support and enhance the communication, research and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems and, to a certain degree, use of employee’s personal computers or electronic communications devices used during performance of City business.
- (3) This policy applies to all City employees, contractors, volunteers and other representatives of the City who use the City systems. The City systems must be used in a professional, responsible, efficient, ethical and legal manner and in a manner that does not unreasonably disrupt the working environment.
- (4) The City owns the rights to all data and files stored in the City’s electronic communications systems to the extent that such rights are not superseded by applicable laws relating to intellectual property.

- (b) Employee Consent. By accepting employment with the City, employees expressly consent to the collecting, reading, cataloguing, or other monitoring of electronic communications stored on the City’s electronic communications systems, regardless of whether the City systems are being used for City business or non-City business. Employees who wish to maintain their right to confidentiality or a disclosure privilege must send or receive such information using some means other than City systems or the City-provided Internet access.

(c) Acceptable Use.

- (1) Acceptable uses of the City’s systems are limited to those activities that support reference, research, internal/external communication and conducting City business

¹ Notwithstanding any provision of this Manual to the contrary, this Electronic Communications Policy shall not apply to employees, including peace officers, to the extent that applying the policy would effectively: (1) require the employee to disclose information that is made confidential by law to a person who is not authorized to receive same; (2) interfere with a peace officer’s lawful attempts to enforce the law or to investigate, detect or prevent criminal activity; or (3) otherwise violate an applicable state or federal law or regulation. If an employee has any questions about the applicability of this policy, they should consult with their supervisor, their department head, or the [Human Resources Administrator](#)~~Human Resources Director~~. See also Section 116.02 of this Manual.

in line with the user's job responsibilities, subject to the exception set forth in the following paragraph (2). Employees who use the systems are encouraged to develop uses which meet their individual job-related needs and which take advantage of the City's electronic communications systems. The City prohibits connection to sites or forwarding of information that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material.

- (2) Users must understand that use of the City's electronic communications systems is a privilege. Minimal personal use of the internet or email and other electronic communications systems is allowed under this policy as long as such use is not excessive, does not impede job performance or the performance of City business, and does not result in any unauthorized expenses or charges to the City. The City is not responsible for personal communications sent or received on City systems, or for maintaining the confidentiality of such communications.
- (3) The City reserves the right to monitor employee email and internet usage stored on the City's electronic communications systems, including the right to monitor electronic mail messages (including personal/private/instant messaging and text message systems) and their content, as well as any and all use by employees of the internet and computer equipment used to create, view, or access email and Internet content where such content is stored on the City's electronic communications systems.

(d) Prohibited Uses and Rules Governing City Systems include:

- (1) The use of video, audio, image, storage, etc. can put a strain on the available resources of the City systems and bandwidth. The City reserves the right to prohibit or limit any bandwidth limiting activities. The City also reserves the right to require a review of any usage that is discovered to have strained the City's resources. Employees found to violate this policy will be subject to the disciplinary process.
- (2) Distributing or otherwise using profanity, obscenity, or other language or content which may be offensive or harassing to other coworkers or third parties.
- (3) Accessing, displaying, downloading, or distributing sexually explicit material.
- (4) Accessing, displaying, downloading, or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- (5) Copying, use, distribution, or downloading commercial software onto City systems in violation applicable licensing agreements or of copyright law.
- (6) Using City systems for financial gain or for any commercial activity unrelated to City business.
- (7) Using City systems in such a manner as to create a security breach of the City systems or network.
- (8) Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, color, sex, national origin, age, disability, physical attributes, or sexual preferences.

- (9) Transmitting or sharing information regarding a coworker's health status without his/her permission.
- (10) Expressing opinions or personal views that could be misconstrued as being those of the City.
- (11) Expressing opinions or personal views regarding management of the City or other political views that are unreasonably disruptive to the work environment.
- (12) Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
- (13) Playing games or gambling.
- (14) Initiating, propagating, forwarding, or recklessly handling of chain e-mail, unsolicited advertising materials, or other "spam."
- (15) Tampering with, or alterations to, electronic mail messages without the sender's permission; including but not limited to placement of unauthorized attachments or content on another's electronic mail message or computer equipment.
- (16) Unauthorized access to or hacking into City systems.

(e) Responsibility.

- (1) All users that are issued access to City systems and accounts are responsible at all times for its proper use, regardless of the user's location. The City provides and maintains these systems are designed to assist in the conduct of City business. All transmissions created, sent, received, retrieved or accessed and that are stored on City systems are considered property of the City and may be subject to disclosure as public information. Every employee has the responsibility to maintain and enhance the City's public image with the proper use of City systems in a professional and productive manner.
- (2) Employees may only use software approved or provided by the City. Additionally, the software must be installed in compliance with procedures as established by the City Manager and the technology department head. To prevent computer viruses, there will be no unauthorized downloading of any software. Each City employee is responsible for his or her computer files and for seeing that the following precautions are in place to limit the City's possible exposure and damage from computer viruses as follows:
 - (i) Virus detection software has been purchased by the City and installed on all computers and the servers. The virus detection application will be set to automatically scan the computer and scan any hard disks and any removable media (e.g. CD, DVD, flash drive, external storage drive, etc.) and all of the files on such devices to be read, moved, or copied onto the City-assigned computer.

- (ii) No employee shall disrupt, "turn-off" or tamper with the City-assigned computer virus detection application.
 - (iii) Any employee who identifies a virus or a problem with or absence of the virus detection software on a City-assigned computer or anywhere else on the City's system shall immediately notify his or her supervisor and the finance department.
 - (iv) City employees shall make every effort not to read, move or copy files from any removable media received from an unknown source.
 - (v) City employees shall make every effort not to read, move or copy files from any removable media that has not been professionally recorded unless the source of the media is well-known and reasonably trustworthy and the content of the media is believed to be solely related to City business or City functions.
- (3) All computer files that are required to be maintained by the City shall be stored or saved to a network drive on the City system and backed up on a regular schedule via the chosen method and network backup software.
- (4) The City reserves the right to change policies as it relates to the City's electronic communications systems and its use at any time and as may be required by changing circumstances. It is therefore the responsibility of all employees to ensure full knowledge of the City systems use policies. Violations of the policy and its guidelines may result in the loss of use privileges and disciplinary action, up to and including termination.
- (f) No Right of Privacy/Monitoring.
- (1) All passwords used for any City systems are to be on file with the network administrator designated by the City Manager. These will be kept confidential and only used for security or investigative purposes.
- (2) Users of City systems may not assume they are provided any degree of anonymity and employees have no right to privacy with regard to such systems. Personal passwords are not an assurance of confidentiality. The Internet itself is not secure. To ensure proper use of City systems, the City will monitor same.
- (3) The City may use software in City systems that allows monitoring by authorized personnel or programs and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. Accordingly, employees should assume that whatever they do, type, enter, send, receive, and view on City systems is electronically stored and subject to inspection, monitoring, evaluation, and City use at any time. Further, to the extent permitted under applicable law, employees who use City systems and Internet access to send or receive files or other data that would otherwise be subject to any kind of confidentiality or disclosure privilege waive whatever right they may have to assert such confidentiality or privilege from disclosure as a term and condition of City employment.

- (4) The City Manager or their designee reserves and intends to exercise the right to review, audit, intercept, access and disclose all transmissions created, received, sent, retrieved or accessed on the City systems to assure that the City's resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy. The City systems may be checked periodically for business reasons, without permission from the employee in each instance, and the employee, as a term and condition of employment with the City, hereby fully consents to any and all such periodic checks.
- (g) Filtering. The City may use software to filter Internet and instant message content for all employees. This software may prevent access to informational content or reduce said access. Unauthorized modifications or workarounds as relates to such filters are prohibited.
- (h) Copyright Restrictions. Any software or other material, including music, downloaded to City systems may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Prior written authorization from a department head is required before introducing any software into the City systems. Employees may not download entertainment software, games or any other software unrelated to their work.
- (i) Public Information. Employees are advised that any data or electronic information could be subject to release in accordance with the Public Information Act of the State of Texas. Employees must take appropriate measures to keep their private information secure.

108.04.1 Social Media Policy

- (a) Policy Statement. Whether or not an employee chooses to create or participate in a blog, wiki, online social network or any other form of online publishing or discussion is his or her own decision. However, the City recognizes that emerging online collaboration platforms are fundamentally changing the way individuals and organizations communicate, and this policy is designed to implement policy and offer practical guidance for responsible, constructive communications via social media channels for employees.

The same principles and guidelines that apply to the activities of employees in general, as found in this Manual, apply to employee activities in social media channels and any other form of online publishing.

In general, what an employee does with respect to social media on their own time is their own business. However, activities in or outside of work that affect your job performance, the performance of others, or the City's governmental functions are a proper focus for City policy.

- (b) Definitions.

- (1) *Social Media Channels* - Blogs, micro-blogs, wikis, social networks, social bookmarking services, user rating services and any other online collaboration, sharing or publishing platform, whether accessed through the web, a mobile device, text messaging, email or any other existing or emerging communications platform.
- (2) *Social Media Account* – A personalized presence inside a social networking channel, initiated at will by an individual. YouTube, Twitter, Facebook and other social networking channels allow users to sign-up for their own social media account, which

they can use to collaborate, interact and share content and status updates. When a user communicates through a social media account, their disclosures are attributed to their User Profile.

- (3) *Social Media Disclosures* - Blog posts, blog comments, status updates, text messages, posts via email, images, audio recordings, video recordings or any other information made available through a social media channel. Social media disclosures are the actual communications a user distributes through a social media channel, usually by means of their social media account.
- (4) *External vs. Internal Social Media Channels* – External social media channels are social media services that do not reside at a domain. Internal social media channels are located at a City-owned domain, require a password to access and are only visible to employees and other approved individuals.
- (5) *User Profile* – Social Media Account holders customize their User Profile within a Social Media Channel with specific information about themselves which can be made available others users.
- (6) *Copyrights* – Copyrights protect the right of an author to control the reproduction and use of any creative expression that has been fixed in tangible form, such as literary works, graphical works, photographic works, audiovisual works, electronic works and musical works. It is illegal to reproduce and use copyrighted material through social media channels without the permission of the copyright owner.
- (7) *Controversial Issues* – Issues that form the basis of heated debate, often identified in political campaigns as wedge issues, since they provoke a strong emotional response. Examples include political views, health care reform, gun control and abortion. Religious beliefs may also be controversial, particularly to those intolerant of beliefs different from their own.
- (8) *Official Content* – Publicly available online content created and made public by the City verified by virtue of the fact that it is accessible through the City's website.
- (9) *Tweets and Retweets* – A tweet is a 140 character social media disclosure distributed on the Twitter micro-blogging service. Retweets are tweets from one Twitter user that are redistributed by another Twitter user. Retweets are how information propagates on Twitter.

(c) Objectives.

- (1) Establish practical, reasonable and enforceable guidelines by which employees can conduct responsible, constructive social media engagement in both official and unofficial capacities.
- (2) Promote a safe environment for employees to share subject matter expertise that is not proprietary and earn management's recognition for the outstanding use of social media for business.

- (3) Prepare the City and its employees to utilize social media channels to help each other and the community that the City serves, particularly in the event of a crisis, disaster or emergency.
- (4) Protect the City and employees from violating local, state or federal rules, regulations or laws through social media channels.

(d) General Guidance.

- (1) The City trusts and expects employees to exercise personal responsibility whenever they use social media, which includes not violating the trust of those with whom they are engaging. Employees should never use social media for covert advocacy, marketing or public relations. If and when employees use social media to communicate on behalf of the City, they should clearly identify themselves as employees.
- (2) Only those officially designated can use social media to speak on behalf of the City in an official capacity, though employees may use social media to speak for themselves individually.
- (3) When an employee sees misrepresentations made about the City by media, analyst, bloggers or other social media users, employees may use their blog, social networking account, or someone else's to point that out. But an employee may only do so in an official capacity if the employee has been designated by the City Manager to do so and the employee follows the terms of this policy.
- (4) Different social media channels have proper and improper business uses. For example, members of social networks are expected to read, and when appropriate respond, to questions asked of them from another member of their social network. It is important for employees to understand what is recommended, expected and required when they discuss work-related topics, whether at work or on their own time.
- (5) Employees are responsible for making sure that their online activities do not interfere with their ability to fulfill their job requirements or their commitments to their managers, co-workers or members of the public.
- (6) Employees may not post information to Social Media Channels during work hours without obtaining advance permission from the employee's department head or the City Manager, unless the employee's regular work assignments include duties that would require posting information to Social Media Channels as an official representative of the City in the performance of their official responsibilities, such as the City's public information officer.

(e) Disclosure and Transparency.

- (1) Since reputations are built on trust, employees are strongly requested to disclose their identity and affiliation to the City whenever discussing City or work-related topics via social media channels. Be aware of your relationship to the City in all social media disclosures. Nothing gains more notice in social media channels than honesty

-- or dishonesty. If you have a vested interest in something you are discussing, be the first to acknowledge that relationship and point it out.

- (2) Comply with all laws and regulations regarding disclosure of your identity.
- (3) The City believes in transparency and honesty. Employees are encouraged to use their real name and identify that they work for the City in any social media disclosure that involves City or work-related topics. The use of pseudonyms and aliases are strongly discouraged.
- (4) If communicating on behalf of the City, never represent yourself to be anyone other than who you really are.
- (5) Whenever commenting on City or work-related topics via social media channels, employees are requested to:
 - (i) Use a method of disclosure that makes it easy for the average reader to understand their position, avoid jargon or ambiguous language and always provide a functional means by which you can be contacted in a timely manner based on the nature of your social media disclosure. Misinformation has the potential to spread quickly online and it is our intention to limit the use of technical or ambiguous language that could be misinterpreted by others. The failure to reply to legitimate questions which arise from comments made by City employees in social media channels, particularly by employees who instigated a conversation, could also result in a negative impressions of the City and its services. Employees who choose to engage in social media channels about the City or work-related topics are required to monitor their feedback and use their best judgment to respond appropriately when warranted.
 - (ii) Employees may only mention the City's official policies in their social media disclosures when those policies are publicly available on the Internet, and may only do so if they include a link to that policy in their disclosure.
 - (iii) If an employee chooses to share an opinion on City policy, they may do so only if they precede their social media disclosure with a disclaimer acknowledging that their personal opinion does not necessarily reflect the opinion of their employer. (See subsection (k), Disclaimers, below).
 - (iv) When engaging in discussion with others on City or work-related topics via social media channels, employees should: (1) disclose their relationship to the City, and ask those they are engaging with to disclose their relationships and affiliations as well; (2) never ask someone else to make anonymous social media disclosures; (3) never use their relationship to the City exclusively for personal gain; (4) never use services or technologies for bulk-posting social media disclosures. Bulk posting of comments to blogs and social networking services is an unethical practice known as comment spam and is prohibited.
 - (v) Employees are generally discouraged from engaging directly with minors via social media channels if the minor is not under the care of the employee or the engagement is not associated with some type of organizational event, activity,

or program. When engaging in discussion with others on City or work-related topics via social media channels with minors, employees must have approval of a department head on the purpose and content of the interaction. Employees must always use extreme care if creating content intended to be consumed by minors.

(f) Respectfulness.

- (1) Employees should always be respectful of every individual's legal right to express their opinions, whether those opinions are complimentary or critical. The City recognizes and appreciates the rights of individuals to free speech. By respectfulness, we mean tolerance and consideration for the opinions and positions of others, whether they are in alignment or conflict with your own.
- (2) Whether officially authorized to speak on behalf of the City or not, employees may be seen by people outside of the City as representatives of our brand. Employees are encouraged to represent the core values of the City whenever they make social media disclosures about the City or work-related topics.
- (3) Employees should always strive to add value to online conversations by advancing the dialogue in a constructive, meaningful way. By adding value, employees can effectively demonstrate respectfulness to those they engage via social media channels.
- (4) Harassment, threats, intimidation, ethnic slurs, personal insults, obscenity, racial or religious intolerance and any other form of behavior prohibited in the workplace is also prohibited via social media channels.
- (5) Employees who choose to make social media disclosures about topics relevant to the City or work-related topics should always be aware that their disclosures are not necessarily private or temporary. Social media disclosures may live online indefinitely, and employees should remember that they will be visible to a broad audience and possibly even read out of context.
- (6) Always show proper consideration when discussing religion, politics or any other controversial issues that may provoke a charged, emotional response by demonstrating tolerance and patience and always strive to show compassion for alternate points of view.

(g) Personal Privacy.

- (1) Employees have a right to their personal privacy. They have the right to keep their personal opinions, beliefs, thoughts and emotions private. Employees are prohibited from sharing anything via social media channels that could violate another employee's right to personal privacy, especially with respect to work-related topics.
- (2) Examples of social media disclosures that may compromise an employee's right to privacy include, but are not limited to, pictures, video or audio recorded and shared through social media channels without the permission of any single employee featured, the public disclosure of private facts or the disclosure of information gained through unreasonable intrusion.

(h) Confidential Information.

- (1) Effectively managing and protecting the City's confidential information is a critical responsibility of all employees. Failure to manage and protect confidential information correctly may result in legal or regulatory fines, damages to the City's reputation and lost productivity.
- (2) Externally, employees are restricted from referencing customers, partners or suppliers by name, or the confidential details of their projects, in their social media disclosures without first obtaining the permission of the City Manager.
- (3) Social media channels are not the place to conduct confidential business with co-workers, customers, partners or suppliers.
- (4) External social media channels should not be used for internal business communications among fellow employees. It is fine for employees to disagree, but please don't use your external blog or other online social media channels to air your differences publicly.
- (5) Think carefully before you make any social media disclosures. What you publish online may be available to a broad audience for a very, very long time. When in doubt, leave it out.

(i) Security.

- (1) The use of cameras or other visual or audio recording devices is prohibited at City facilities, complexes, or at City sponsored events, unless approved in advance by the City Manager or a department head.
- (2) The creation of text messages, text notes, text descriptions, emails, photographs, sketches, pictures, drawing, maps or graphical representations or explanations of City facilities or complexes is prohibited without first obtaining permission from by the City Manager or a department head.
- (3) Whether internal or external, social media communications are generally not private. Sharing of any information via social media channels that could comprise the security of any City facility or complex is prohibited.

(j) Diplomacy.

- (1) Internal social computing platforms permit a broad audience to participate, so be sensitive to who will see your social media disclosures. If someone hasn't given explicit permission for their name to be used, think carefully about how your social media disclosure could impact intangibles such as morale or productivity. Again, when in doubt, leave it out.
- (2) Don't try to settle scores or goad competitors or others into inflammatory debates. Here and in other areas of public discussion, cooperate and acknowledge that everyone is important. Never assume superiority. Always be humble. And be open

to compromise, particularly when the cost of conflict outweighs the cost of losing ground.

(k) Disclaimers.

- (1) In order to protect the City's brand, the City wants to make it as easy as possible for others to be able to distinguish social media disclosures issued in an official capacity by management from those issued by employees who are not our official City spokespeople. Only those authorized to speak on behalf of the City in an official capacity do so via social media channels without including a disclaimer.
- (2) Employees who are not authorized to speak on behalf of the City in an official capacity may share their opinions or thoughts about the City and work-related topics via social media channels as long as they include a disclaimer clearly acknowledging that their personal opinions do not reflect the opinions of the City. Disclaimers do not need to be in the actual social media disclosure itself. Social media disclaimers can be stated once -- preferable in the biography or about field -- on the profile page of the social media account holder. Here are two sample social media disclaimers:
 - (i) "I work for the City of Anna and this is my personal opinion, not the City's."
 - (ii) "I am not an official spokesperson but my personal opinion is..."
- (3) If employees choose to use social media channels to distribute links to official content, they are not required to disclaim their relationship, so long as they have clearly acknowledged their relationship to the City on the profile page of the social media account or channel used to distribute the link, and preferably any other social media channels they may use to redistribute or syndicate their social media disclosures.
- (4) Any employee who chooses to use social media to publish content or engage in online conversations in an unofficial capacity without referencing links to official content are requested to feature the following disclaimer prominently on the profile page of the social media channel used to distribute the disclosure, and the profile pages on any social media channels they use to redistribute and/or syndicate those disclosures. At a minimum, the following standard disclaimer should be used: "The postings on this site are my own and don't necessarily represent the City policies, practices, customs or opinions."
- (5) This standard disclaimer does not by itself exempt employees from a special responsibility when making social media disclosures. By virtue of their position, they must consider whether the personal thoughts they publish may be misunderstood. And a department head or supervisor should assume that his or her subordinates will read what is written. Public social media channels are not the place to enforce City policy or reprimand employees.
- (6) Social media disclosures which do not mention the City or work-related topics do not need to include a disclaimer.

(l) Legal Matters.

- (1) For your protection, and the protection of the City, employees using social media channels are expected to do so without infringing on the copyrights of others. Employees are prohibited from engaging in any activities via social media channels that interferes with the copyrights of others.
- (2) For your protection, and the protection of the City, employees are prohibited from using internal or external social media channels for evaluating the performance of their co-workers.
- (3) For your protection, and the protection of the City, employees are prohibited from using internal or external social media channels to discuss confidential information, legal matters, litigation or the City's financial performance. When asked by others to discuss any of these matters, employees should relay that "our social media policy only allows authorized employees to discuss these types of matters but I can refer you to someone at the City if you'd like to ask them," and refer the question to an appropriate person designated by the City Manager.

(m) During Emergencies.

- (1) As evidenced by FEMA's adoption, social media tools are becoming increasingly important in local and incidental crisis and emergency management communications. Nevertheless, even in times of crisis, disaster or emergency, only employees with the authority to speak on behalf of the City are permitted to do so.
- (2) If an employee who is not authorized to speak on behalf of the City has valuable information that could benefit those affected by a crisis, disaster or emergency, they may share that information via social media channels, so long as they include a disclaimer and do so in accordance with the guidelines of this policy.
- (3) All employees may use social media channels to extend the reach of official communications. While only those officially designated by the City Manager are authorized to speak on behalf of the City, all employees are encouraged to share official content via social media channels, particularly during a crisis, disaster or emergency, so as long they take the time to verify that the information they are sharing is, in fact, official content. For example, before sharing a link, employees should always verify that (1) the source of the information is legitimate and (2) that the link they are sharing transits to the correct information hosted at the domain.
- (4) If an employee decides to endorse or republish someone else's social media disclosure about City or work-related topics or emergency relief information, employees must first verify that the social media disclosure they are republishing was distributed by the designated source. For example, before retweeting someone else's tweet, verify that the Twitter user cited did, in fact, distribute that tweet. There have been numerous cases where false tweets attributed to news sources were redistributed by other Twitter users, promoting misinformation and confusion.

(n) Penalties. Failure to comply with these social media policies may result in: withdrawal, without notice, of access to information and/or information resources; disciplinary action, up to and including termination; and/or civil or criminal penalties as provided by law.

~~(n)(o)~~ Policies and Procedures: Reference the Social Media Policies and Procedures document

108.05 Whistleblower Policy

The City is committed to upholding the requirements of all state and federal laws including the applicable Whistleblower Act(s). The City will not suspend, terminate, or otherwise materially discipline or discriminate against an employee who in good faith reports a violation of law by the City or another public employee to an appropriate law enforcement authority.

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City of Anna

Personnel Policy Manual

Section 109. At-Will, Discipline, Appeals and Grievances

109.01 Disciplinary Action

(a) Generally.

- (1) The City is an “at-will” employer and may terminate employees at any time and for any reason, with or without cause, unless expressly prohibited by law. It is the intent of the City to provide employees with a progressive discipline process designed to help an employee correct performance problems and build a renewed commitment to the City in an equitable and consistent manner.
- (2) Discipline shall be administered without regard to race, color, religion, sex, national origin, age, disability or other non-performance related factors.
- (3) Administrative Procedures. These administrative procedures are established to provide appropriate guidelines in carrying out the policies of the City’s progressive disciplinary program. The administrative procedures are intended to address general application of the principles of disciplinary actions in typical situations. It is the responsibility of each department head to determine the nature, extent, facts, and circumstances in each disciplinary action case and to use judgment under the City Manager’s direction in the application of the policies and procedures in this Manual.
- (4) Disciplinary Process. There will be two different methods for disciplinary actions. One will be based upon unsatisfactory job performance. The other will be based upon improper conduct or inappropriate behavior or unsatisfactory attendance. The City Manager may be consulted at any time should a department head wish to discuss a contemplated disciplinary action.
- (5) Unsatisfactory job performance may result in one or more of the following actions:
 - (i) Oral warning.
 - (ii) Written Reprimand. (refer to Appendix A-13)
 - (iii) Performance Improvement Plan. (refer to Appendix A-10).
 - (iv) Demotion, Transfer or Dismissal.
- (6) Inappropriate conduct or unsatisfactory attendance may result in one or more of the following actions:
 - (i) Oral warning.
 - (ii) Written reprimand.

(iii) Pay reduction.

(iv) Demotion

(v) Suspension.

(vi) Dismissal.

(7) The City Manager shall be consulted whenever a department head wishes to issue a disciplinary action other than an oral warning. The department head may change the order of the above progressive disciplinary process, and/or may choose not to utilize one or more of these steps, depending on the facts of the case. Nothing in this Section shall preclude the department head from using alternative discipline procedures where such procedures have been approved by the City Manager. While it is the ultimate decision of the department head or, as applicable, the City Manager, to determine the type of discipline, the action should be appropriate for the deficiency or infraction.

(8) Notwithstanding any other provision of this Manual, the forms in the Appendix to this Manual are for guidance, and may be altered to appropriately address any particular situation. Non-use of a form or use of materials that are different than the forms in the Appendix does not in any manner invalidate any otherwise valid employment action or decision.

(b) Oral Warnings.

(1) Oral warnings should be documented by department heads and kept within the department for performance evaluation and record keeping purposes.

(2) Oral warnings may not be appealed by employees. However, employees who disagree with the counseling action may discuss the basis of disagreement with their department heads. Should oral warnings be given to employees in written form, the employees may submit written responses/rebuttals to be attached to the oral warnings.

(c) Written Reprimands (refer to Appendix A-13).

(1) Written reprimands shall be presented and a copy given to the employees indicating the following:

(i) The specific employee act(s) which demonstrated the unacceptable conduct or behavior.

(ii) The expected conduct or behavior.

(iii) That such act(s) must not be repeated.

(iv) That further disciplinary action will result if the employee fails to show and maintain satisfactory improvement.

(v) Signed acknowledgment of receipt of the written reprimand by employee.

- (2) Written reprimands may not be appealed by employees; however, employees may submit responses/rebuttals for attachment to written reprimands.
- (3) Written reprimands become a part of employees' permanent personnel files and shall be forwarded, along with any employee responses/rebuttals to the City Manager.

(d) Placement in a Performance Improvement Plan (refer to Appendix A-10).

- (1) When the job performance or behaviors of an employee falls below an acceptable standard, the department head, or City Manager, if applicable, may place the employee on a Performance Improvement Plan ("PIP"). The PIP shall consist of timely discussions between the department head and the employee with the following provided in writing:
 - (i) The specific unacceptable deficiency in the employee's performance;
 - (ii) The necessary improvement in performance;
 - (iii) The period of time in which improvement must occur; and
 - (iv) A statement that further disciplinary consequences will result if the employee fails to show and maintain satisfactory improvement.
- (2) A PIP may not be appealed. Employees may, however, submit written responses/rebuttals for attachment to the PIP. The PIP and any associated response shall be maintained in the employee's personnel file in the Human Resources Department, with a copy given to the employee and one retained by the employee's department.

(e) Suspensions.

- (1) Suspensions result in time off without pay. An employee may be suspended without pay for a period of not less than one day or more than 30 calendar days.
- (2) Prior to issuing a suspension for a non-exempt employee, the department head must consult with the ~~Human Resources Administrator~~Director of Human Resources and City Manager to ensure compliance with the Fair Labor Standards Act.
- (3) As notice, an employee shall be given a Notice of Disciplinary Action (Suspension) and shall have the right to respond to the department head to the alleged charges within two workdays after which the suspension becomes effective; provided, however, that the City Manager shall have discretion to dispense with the procedures outlined herein and to immediately suspend an employee with or without pay or to transfer an employee at any time and without notice if the City Manager determines that such actions are appropriate based on the conduct in question and the need to prevent disruption in the work environment.
- (4) Suspensions become permanent parts of the disciplinary record maintained in the employee's permanent personnel file.

- (5) Suspensions may be appealed in accordance with City policy.
 - (6) An employee may be suspended when under investigation for a crime or official misconduct, or is awaiting hearing or trial in a criminal matter. These suspensions shall be without pay for the duration of the investigation or proceedings when such suspension would be in the best interests of the City.
 - (7) Upon completion of the investigation or proceedings, the employee may be eligible to resume work under terms and conditions specified by the City Manager.
- (f) Demotions. Demotions result in employees being moved into jobs with lower responsibility levels and/or lower pay rates. Pay rates after a demotion will be reviewed on a case-by-case basis.
- (1) The decision to demote employees for disciplinary purposes should be written, with a copy given to the employee and the original retained in the official personnel file.
 - (2) As notice, an employee shall be given a Notice of Disciplinary Action (Demotion) and shall have the right to respond to the department head to the alleged charges within two workdays before the demotion becomes effective.
 - (3) Personnel Action Forms must be completed and sent to Human Resources (refer to Appendix A-4).
 - (4) Demotions may be appealed in accordance with City policy.
- (g) Dismissals. Dismissals result in termination of City employment.
- (1) Prior to initiating any dismissal action, the department head or designee shall confer with the ~~Human Resources Administrator~~Director of Human Resources and City Manager and present all relevant facts, circumstances and information, including whether the employee will be placed on administrative leave with pay or without pay pending the outcome of the proposed dismissal.
 - (2) The City Manager will review the information and discuss available options and their consequences with the respective department head or designee.
 - (3) It is the responsibility of the department head or designee to decide whether to initiate a dismissal and to communicate the decision to the City Manager.
 - (4) As notice, an employee shall be given a Notice of Disciplinary Action (Proposed Dismissal) and shall have the right to respond to the department head to the alleged charges within two workdays before the dismissal becomes effective; provided, however, that the City Manager shall have discretion to dispense with the procedures outlined herein and to dismiss an employee at any time and without notice if the City Manager determines that such actions are appropriate based on the conduct in question and the need to prevent disruption in the work environment.
 - (5) Dismissals may be appealed in accordance with City policy.

(h) Notice of Certain Proposed Disciplinary Action and Employee Response.

- (1) A department head who is considering disciplinary action shall prepare a notice of disciplinary action to the employee. For the purposes of this subsection, "disciplinary action" means suspension, demotion and/or dismissal. The Notice of Disciplinary Action should include an explanation of why the discipline is proposed, such as alleged policy violations, so the employee may adequately respond. The Notice of Proposed Disciplinary Action shall also establish a meeting time with the employee within two workdays or as soon as practicable thereafter if meeting within two workdays is not reasonably possible. The Notice must be forwarded to the City Manager and ~~Human Resources Administrator~~Director of Human Resources.
- (2) A regular employee who receives a Notice of Proposed Disciplinary Action may respond with any relevant facts and documentation that might affect the proposed disciplinary action. The employee's response/rebuttal must be submitted within two workdays from the date the Notice of Proposed Disciplinary Action is received by the employee. This response should be provided to the department head and forwarded to the City Manager and the ~~Human Resources Administrator~~Director of Human Resources.
- (3) The employee response must be presented orally during the meeting established in the Notice of Proposed Disciplinary Action. The employee may also present a response in writing as supplemental information to the meeting, or as a reasonable accommodation if oral presentation is not an option.
- (4) The City Manager will determine whether the City Attorney should be present at this meeting.
- (5) The department head will review the employee's response/rebuttal and determine within five workdays whether the basis for the proposed disciplinary action still supports a conclusion to take the proposed action. The department head shall notify the employee of the decision within five workdays of receiving the employee's response/rebuttal. If the decision of the department head is to take the proposed disciplinary action, the employee should be notified of the appeal procedure.
- (6) Whatever pay status the employee was in at the time of the proposed disciplinary action will continue until the response is completed.
- (7) Upon dismissal, the employee will receive accrued vacation in accordance with Human Resources procedures, in addition to their final paycheck for hours worked. The employee will also be able to purchase health insurance in accordance with current provisions.

(i) Criminal Offenses.

- (1) If, during the course of any disciplinary investigation, the potential exists that the employee may be charged with a criminal offense, the employee shall have the full benefit of assert the Fifth Amendment against self-incrimination. Once the potential of a criminal offense exists or becomes known, the employee shall be informed that the employee has all rights afforded to any person subject to a criminal investigation and shall specifically be given the "Garrity" warning (refer to Appendix A-9). A

criminal investigation may be ordered by the department instead of or in addition to a disciplinary investigation. Once the employee has been given the "Garrity" warning, the employee is required to cooperate fully in the disciplinary investigation. Any failure on the part of the employee to cooperate fully in the disciplinary investigation shall be considered insubordination. Information obtained from an employee during a disciplinary investigation following the administration of the "Garrity" warning may not be used in any criminal prosecution.

- (2) In the event the department determines that a criminal investigation is necessary, the Police Chief or designee shall be notified and shall begin an official police investigation, regardless of the complainant's predisposition concerning the filing of criminal charges.
- (3) The Police Department shall follow its normal departmental procedures in investigating the potential criminal complaint and may, at the discretion of the Police Chief, assign such investigation to another law enforcement entity, as may be appropriate.
- (4) The imposition of discipline, in whatever form, shall in no way preclude a further sanction imposed against an employee in subsequent criminal or civil proceedings. Any sanctions imposed in criminal or civil proceedings against an employee shall not preclude the imposition of administrative sanctions.

(j) Appeals.

- (1) Appeal Rules. Employees who are suspended, demoted or dismissed from City service may appeal such actions in accordance with the following rules.
 - (i) Employees who are dismissed for ~~nondisciplinary~~non disciplinary reasons, such as incapacity, will use the same appeal process as for disciplinary dismissals.
 - (ii) Employees who are terminated by the City as a result of a reduction in force may not appeal decisions of department heads.
 - (iii) All requests, responses and decisions to appeal must be in writing. An employee who chooses to appeal may have a representative at any step during the appeal process. The City Manager may provide procedural assistance at any time.
 - (iv) Time limits may be extended or shortened at any or all steps via a request from either party to the City Manager, who will make the final decision. If the last day of a time limit falls on a weekend or a City holiday, the time limit shall be extended to 5:00 p.m. on the next workday.
 - (v) If an employee does not respond within the prescribed time limits, the appeal may be voided and barred from resubmittal as determined by the City Manager overseeing the appeal.
 - (vi) Employees who have not completed their initial probationary period may not appeal.

(2) Appeal Process for Suspensions, Demotions or Dismissals.

- (i) An employee who chooses to appeal a suspension must submit the completed appeal form to the ~~Human Resources Administrator~~Director of Human Resources within five workdays from the date of the letter notifying the employee of the effective action (refer to Appendix A-11).
- (ii) All appeals will be heard by the City Manager or his or her designee.
- (iii) An employee's appeal can result in modification of the original disciplinary action. Consequently, the Personnel Action Form dismissing or taking other action against the employee and the Personnel Requisition intended to replace the employee shall be withheld or suspended pending final appeal-process disposition. Upon receipt of notification that the appeal process has been completed, the department head shall submit the forms necessary, if any, to finalize the action.
- (iv) Confidentiality. Any disclosure of information related to a disciplinary action or subsequent inquiry of any employee's separation from employment must be coordinated with the City Manager.

109.02 Grievances

- (a) The City believes that open communication is essential when employees have problems or concerns regarding their jobs. Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be addressed before serious problems develop. Most incidents resolve themselves through effective communication by discussions between the employee and the department head.
- (b) "Grievance" shall mean a claim by an employee that a violation, misinterpretation, misapplication, or disparity in the application of a written policy, regulation or procedure adversely affected the employee.
- (c) Application.
 - (1) Items covered by the Grievance Policy include misapplication of written policy, regulation or procedure of the City or department for whom the employee works, which has personally affected the grieving employee.
 - (2) The following items are not covered under the Grievance Policy and should be resolved through the employee's chain of command:
 - (i) Generalized feelings of unfairness. A grievance must be specifically related to a written policy, regulation or procedure.
 - (ii) Performance evaluations, performance improvement or discipline actions (oral correction, written reprimand, suspension, release from duty, and dismissal from employment). When allowed by appropriate policy, an employee may appeal the action in compliance with the applicable policy and procedure.

(iii) Complaints of civil rights violations such as issues concerning race, color, religion, sex, national origin, age, disability, or whistleblower. An employee must complain of these violations in accordance with Section 104.11 of this Manual.

(iv) Complaints questioning the substance of a policy, rule or regulation. Policy formulation is reserved as a right of management.

(v) Other issues where a separate appeal process has been established.

(3) To promote harmony in each department and to foster goodwill among employees, the employee must take questions or concerns that may become grievances to their department head in an attempt at resolution through a discussion between the employee and the department head. The department head is obligated to give an oral response as soon as possible. If the employee is not satisfied with the oral response or the employee declines to discuss the matter of concern with the department head, the employee may file a formal grievance.

(d) Formal Grievance Procedures.

(1) Step One: The affected employee will complete a Grievance Form (refer to Appendix A-12) citing specific policy(ies) that have been violated, including the direct and adverse effect the violation had on the employee. In addition, the specific corrective action requested, and explanation supporting this request, must be included. The completed form must be submitted to the employee's department head within ten workdays of the event giving rise to the grievance or the employee becoming aware of the event. Upon receipt of the completed Grievance Form, the department head must consult with the City Manager or designee to determine if the issue is grievable. The department head must enter comments or decision on the Grievance Form and return it to the employee within ten workdays of receipt of the grievance.

(2) Step Two: If it is determined to be a grievable issue, and if the written response received in Step One does not satisfy the employee, the employee may proceed to the next level by signing the Grievance Form and submitting it to the City Manager within ten workdays from the date the decision was received in Step One. The City Manager or designee will consult with the department head and may conduct whatever investigation deemed necessary, including interviewing any person who may assist in resolving the grievance. The City Manager will render a final written decision within 30 workdays of receipt of the grievance. In the event a grievable issue is raised against the City Manager, Step Two shall be taken by the City Council.

City of Anna

Personnel Policy Manual

Section 110. Voluntary and Involuntary Separations

110.01 Resignation

- (a) Department heads may leave the employment with the City in "good standing" by submitting their written resignation at least 30 days before their termination date. An employee other than a department head may leave the employment with the City in "good standing" by giving two weeks' notice. The City Manager may waive any portion of the notice periods set forth in this paragraph. The personnel records of any employee who resigned by giving proper notice shall show that the employee resigned of their own accord.
- (b) An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered as absent without leave which constitutes abandonment of duties, except when the failure to notify is due to circumstances beyond the control of the employee. Absence without leave may be considered as an employee's immediate resignation without notice. In such cases, the employee's separation shall not be considered to be in "good standing."
- (c) Any employee who leaves their employment with the City in "good standing" will be paid for accrued vacation time subject to the provisions of this Manual. Any employee who fails to provide such notice forfeits their accrued vacation and shall be ineligible for rehire by the City.

110.02 Reduction in Force

- (a) A reduction in force ("RIF") may occur as a result of changes in duties, organizational changes, lack of work, or budget cutbacks. A RIF shall be carried out on the basis of demonstrated job performance and efficiency, with the most proficient employees being retained the longest. Seniority within City service may be used to determine the order of layoff among employees with substantially equivalent records of job performance and efficiency, with the most senior employees being retained the longest. Temporary employees may be included in the RIF before regular employees performing similar duties. A RIF shall not be considered a disciplinary action.
- (b) Employees included in a RIF may be recalled back to their job or another similar job in which they meet the minimum job requirements and qualifications in the reverse order of the RIF up to one year from the date of the lay-off. Employees being recalled within the year from the date of the RIF, shall have precedence over other job applicants. Employees recalled back to work shall report to work as instructed. An employee failing to report back to work shall be considered as having forfeited their right to reemployment.

110.03 Incapacity

An employee may be terminated for medical reasons when the employee as an individual no longer meets the standards of fitness required to perform the essential functions of the position, and reasonable accommodation under the Americans with Disabilities Act is not possible

without causing undue financial hardship to the City. A finding of incapacity shall be based on an individual medical determination by a competent physician chosen by the City.

110.04 Retirement

Eligible employees may elect to retire from the City service in accordance with the applicable retirement programs.

110.05 Military Separation

Employees leaving City service in “good standing” to enter active duty or for active-duty training with the armed forces of the United States shall be eligible for reinstatement in accordance with applicable state and federal laws.

110.05.1 Death

If a City employee dies, his or her estate or designated beneficiary shall receive all compensation and payable benefits earned as of the date of death. The City shall assist the beneficiary in processing any claim under an insurance policy, retirement, or benefits plan issued by or through the City.

110.06 Separation Process

- (a) Department heads are responsible for obtaining all City-issued property (i.e., ID cards, keys, purchasing cards, tools, manuals, protective gear, etc.) during the separation process. The replacement cost of City property not returned by an employee will be deducted from the employee's final paycheck.
- (b) Final paychecks will be available to the employee on the next regularly scheduled payday. If not picked up by the employee on that day, the final paycheck will be sent to the employee by mail. It is the employee's responsibility to provide the City with the employee's current mailing address.

City of Anna

Personnel Policy Manual

Section 111. Personnel Records

111.01 Personnel Files and Records

- (a) The City maintains an official basic personnel file in the Human Resources Department on each employee including such information as the employee's job application, resume, performance evaluation forms, personnel action forms, and other similar employment records. The basic personnel file does not contain benefit claims forms, reimbursement requests for medical expenses, forms relating to workers' compensation claims, drug testing results, post-offer medical examinations, voluntary disclosure information from the applicant regarding a "disability" as defined by Section 503 of the Rehabilitation Act of 1973 or any record of voluntary medical history obtained from an employee or any documents relating to an employee's medical condition. Medical records are kept in separate files in the Human Resources Department and are maintained as confidential employee records.
- (b) Employees are required to notify the Human Resources Department 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. Such notification shall be provided by the employee within one week of such change.
- (c) The Human Resources Department shall maintain the official personnel files and records for all City employees. Unless otherwise provided by law, personnel files shall be confidential and may not be used or divulged for purposes unconnected with the City personnel management, except with the permission of the employees involved. All personnel records are subject to the rules governing the Public Information Act and could be open to review by the public. Nothing herein shall prevent the dissemination of impersonal statistical information. An employee shall have a right of reasonable inspection of their official personnel files and records under appropriate supervision.
- (d) An employee may request a copy of their personnel file upon written request to Human Resources or designee. Upon receipt of the request, Human Resources will provide a copy of the employee's file within a reasonable time frame. Employees will be given a copy of any written record of a disciplinary or performance counseling that is added to their personnel file. An employee of the City who objects to material in the employee's personnel file on the grounds that it is inaccurate or misleading may file a statement relating to the material.
- (e) Employees are expected to consistently update their personnel records. Forms are available in Human Resources to change address for payroll, medical insurance, TMRS and driver's license. The City also requires updated Emergency Contact information for each employee.
- (f) No records properly placed into an employee's personnel file shall be removed from the file except if required by law, court order, or agreement between the City and the employee.
- (g) Release of information contained in and access to employee basic (non-health related) personnel files is controlled by provisions of the Texas Public Information Act, Texas Government Code Chapter 552. No information on current or former employees will be

released except by the Human Resources Department or the City Manager or City Secretary.

111.02 Change in Personnel Status: New Hires

Department heads shall submit recommended changes in the personnel status of their employees or requests to hire new employees to the Human Resources Department prior to making any commitments to either existing employees or prospective new hires.

111.03 Personnel Records and Reports

- (a) Department heads shall be responsible for providing the Human Resources Department or designee with all necessary employee reports and records associated with good personnel management for their department. Such records and reports shall include, but not be limited to, employee sick leave, vacation leave, attendance and overtime records, performance reports, counseling records, and all types of disciplinary action. Failure to do so may result in formal disciplinary action.
- (b) City personnel records are property of the City and, except to the extent required to be released under the Public Information Act or other applicable law, shall not be disclosed to outside persons without the express approval of the City Manager. Any employee receiving a request for personnel records should forward it to the City Secretary.
- (c) The Human Resources Department or designee shall prepare such narrative reports, statistical summaries, and other personnel reports as are necessary or desirable to provide useful information to the City Manager.

111.04 Employment Verification

It is the policy of the City that all employment verifications and references be referred to the Human Resources Department. Unless exceptions are made based on established laws, such as in the field of public safety, the City will only confirm dates of employment salary and position/title.

City of Anna

Personnel Policy Manual

Section 112. Employee Benefits

112.01 Workers' Compensation Insurance

- (a) Any City employee injured as a result of duties performed in the course of their job shall be eligible to receive workers' compensation benefits from the City's insurance carrier at no expense to the employee. Workers' compensation benefits are intended to compensate workers with job-related injuries or illnesses by reimbursing them for income losses and paying for medical and rehabilitation treatment.
- (b) Workers' Compensation insurance will not provide compensation for any injury which occurred if the injury:
 - (1) Occurred while the employee was in a state of intoxication;
 - (2) Was caused by the employee's willful attempt to injure himself or to unlawfully injure another person;
 - (3) Arose out of an act of a third person intended to injure the employee because of a personal reason and not directed at the employee as an employee or because of the employment;
 - (4) Arose out of voluntary participation in an off-duty employment;
 - (5) Arose out of voluntary participation in an off-duty recreational, social, or athletic activity that did not constitute part of the employee's work-related duties, unless the activity is a reasonable expectancy of or is expressly or impliedly required by the employment;
 - (6) Arose out of an act of God, unless the employment exposes the employee to a greater risk of injury from an act of God than ordinarily applies to the general public; or
 - (7) Involves the employee's horseplay as a producing cause of the injury.
- (c) The City will promptly report any suspected fraud to the Texas Department of Insurance or to its Workers' Compensation insurance carrier.
- (d) Occupational Disability or Injury Leave.
 - (1) An employee who is disabled as a result of an injury covered by Workers' Compensation on the job will be granted injury leave with pay at the employee's regular salary for up to seven calendar days following the date of the injury. This injury leave will not be charged to Personal Leave.

- (2) After the aforementioned seven days, the employee may receive from the City the difference between his regular salary and any Workers' Compensation payments received for such injury for twelve weeks. To receive this benefit in the form of salary continuation from the City according to the regular pay schedule, the employee must request salary continuation in writing and the employee's Workers' Compensation check must be endorsed and exchanged for the employee's regular bi-weekly check. Otherwise, the employee will only receive from the City a smaller amount corresponding to the difference between his regular salary and the amount of Workers' Compensation payments received while those payments are being collected. After this initial twelve week period, the injured employee will be reviewed, if appropriate, for fitness for duty by a qualified health care provider and may only receive Workers' Compensation payments, depending upon the outcome of the review. The employee may be replaced after twelve weeks and may receive no further compensation or benefits from the City. This injured leave status is subject to review and medical opinion at any time. Eligibility for paid injury leave is subject to the discretion of the City Manager.
- (3) An employee will report injuries incurred in the line of duty immediately to his immediate supervisor/department head and file an accident report with Human Resources within 24 hours of the injury. Failure to report an injury or illness, within thirty days of the date on which the injury occurs or the date the employee knew or should have known of an illness, may delay the employee's receipt of Workers' Compensation benefits or render an employee ineligible for benefits unless good cause exists for failure to provide timely notice.
- (4) When an employee suffers injury or death on the job, the Human Resources Manager will complete an accident report immediately on forms provided by the Texas Department of Insurance and submit it to the Division of Workers' Compensation as directed, and retain one copy in the personnel files. Any exceptions to this policy must be approved by the City Manager.

(e) Examination and Treatment.

- (1) As a condition of receiving or continuing to receive salary continuation payments, the ~~Human Resources Administrator~~Director of Human Resources may require an injured employee to submit to examination and treatment, at the City's expense, by a physician approved by Human Resources or the Workers' Compensation insurance carrier. An injured employee forfeits all rights to salary continuation payments if he/she refuses to submit to an examination or to any diagnostic test, x-ray, surgical procedure, or other treatment prescribed or recommended by the City designated physician as medically necessary or indicated to diagnose, treat, or cure the employee's injured condition.
- (2) An injured employee also forfeits all rights to any salary continuation payments to which they would normally have been entitled, if they:
 - (i) engage in work, whether part-time or full-time, for pay or as a volunteer, for themselves or for any other person, firm or corporation, while receiving salary continuation payments;

- (ii) terminate employment for any reason while receiving salary continuation payments;
- (iii) fail or refuse to comply with the treating physician's instructions or advice regarding treatment of the injured condition, except because of a bona-fide religious belief;
- (iv) fail to act in a manner which is conducive to being off work convalescing;
- (v) refuse to perform light, partial or part-time duty when authorized by the treating physician;
- (vi) refuse to accept or perform a different job with the City that, in the opinion of the treating physician, is within the employee's physical capacity and for which the employee is qualified or will be trained;
- (vii) represent their injured condition, physical incapacity, or disability as worse than it is while receiving salary continuation payments; or
- (viii) refuse to return to regular duty after being released for regular duty by the treating physician.

(f) Termination for Reasons Other Than Injury or Disability.

- (1) The City shall not discharge, or in any other manner discriminate against, an employee because that employee filed a workers' compensation claim in good faith or for hiring a lawyer to represent the employee in such a claim. The City also shall not discriminate against an employee for instituting in good faith a proceeding under the Workers' Compensation Act, causing such a proceeding to be initiated, or for prior or anticipated testimony in such a proceeding.
- (2) This section does not preclude an employee from being terminated for reasons other than their disability or continued injury, as otherwise allowed by these regulations. An employee terminated for any such other reason is not entitled to the relief found in this section, even if the termination occurs at some time in close proximity to the time of an on-the-job injury. This section does not preclude an employee from being terminated during an official reduction in work force due to budget restrictions.

- (g) Employee Assistance. The City encourages any employee injured on the job to contact the Texas Department of Insurance's Division of Workers' Compensation (TDI-DWC) as soon as a need for Workers' Compensation benefits is identified. The TDI-DWC provides free information about how to file a workers' compensation claim. Also, TDI-DWC staff can more fully explain an employee's rights and responsibilities under the Workers' Compensation Act and assist in resolving a dispute about a claim. Employees may obtain this assistance by contacting the local Texas Department of Insurance Division field office or by calling 1-800-252-7031.

112.02 Modified or Light Duty

- (a) Generally. Subject to the availability of positions, the City may provide employees with modified or light duty if the employee is unable to perform their regular duties due to injury

or illness. If positions are available, the City will attempt to accommodate medical restrictions, when and where reasonable, to the extent required by law and in consideration of the City's needs, whether the safety of citizens and other City employees might be compromised, and the requirements of the Americans with Disabilities Act (ADA). If provision of a modified or light duty would unduly burden the City's operations, it may not be available to an individual employee. A decision to provide employees modified or light duty assignments is entirely at the discretion of the City, subject to applicable provisions, if any, of the ADA.

(1) "Modified duty" or "light duty" is defined as any reduction, elimination or alteration of the essential job functions of a position, as outlined in the job description for the position.

(2) Determination Process. All modified duty is subject to availability of positions:

(i) A position must be available for an employee to be considered for eligibility under these guidelines. The City is not obligated to create a position for restricted employees.

(ii) Prior to returning to work after an absence or after receiving restrictions, the employee requesting modified duty must present the physician's directive to his/her department head or the ~~Human Resources Administrator~~Director of Human Resources.

(iii) The ~~Human Resources Administrator~~Director of Human Resources, medical consultant and/or the employee's treating physician will review the directive and determine if the directive is subject to the ADA.

(iv) The employee's supervisor may be contacted by the Human Resources Department to determine the employee's suitability for modified duty.

(v) The employee and the employee's supervisor will engage in an interactive process to attempt to identify a reasonable accommodation for a disability or temporary medical restriction. If the City cannot accommodate the restriction, the employee will not be authorized for active duty and will be subject to the leave policies listed below until released to regular (unrestricted) duty.

(b) Procedures. Employees unable to return to work due to personal medical issues will be subject to the leave provisions of this Manual. Employees unable to return to work due to workers' compensation will be subject to the Texas Workers' Compensation rules and regulations and this Manual.

(1) Eligibility and Notice. Subject to Texas Workers' Compensation Commission Act rules, upon receipt of a physician's notice regarding a return to work with restrictions, an employee may be offered modified or light duty, if available, according to the determination process listed above.

(2) Modified or Light Duty in Current Position: When the employee can return to his/her regular job with restrictions, modified or light duty (if available) may continue to up to twelve weeks. Continuation after twelve weeks will be contingent upon receipt of

an updated notice from the treating physician, availability of a limited duty position, and based on City need.

- (3) Modified Duty in Alternate Position: When an employee's restrictions prevent temporary continuation of his/her regular job, modified duty, if available, may continue at an alternate work-site for up to twelve weeks. Continuation after twelve weeks will be contingent upon receipt of an updated notice from the treating physician, availability of a limited duty position, and based on City need.
- (4) Modified Duty/Transportation of Citizens & City Personnel: In order to assure safe transportation of citizens and City personnel, modified or light duty is not available for employees who transport and/or supervise citizens in/on City vehicles or transportation, subject to any applicable provisions of the ADA.
- (5) Worker's Comp Treatment & Overtime Pay: "Hours worked" are defined as the hours actually worked by the employee in performance of their normal or modified job duties. Leave hours taken for worker's-comp-related treatment, medical appointments, or meetings will not be counted as hours worked for the purpose of computing overtime.

112.03 Social Security

All employees of the City are covered under the Federal Insurance Contributions Act (FICA). This type of government insurance, known as "Federal Old Age, Survivors, and Disability Insurance," provides for benefits for retirement, disability or upon death. This insurance is financed by social security taxes, which are paid through payroll deductions by the employee. The City contributes a matching amount on behalf of the employee.

112.04 Unemployment Insurance

All employees of the City are covered under the Texas Unemployment Compensation Insurance program and the Federal Unemployment Tax Act (FUTA). This program provides payments for unemployed workers in certain circumstances as provided by law.

112.05 Health Related Benefits

The City is committed to providing cost-effective benefits which assist employees in being physically and mentally healthy. All regular full-time employees are offered options relating to medical (and in some instances dental) insurance provided by the City. This insurance provides coverage of hospitalization and major medical expenses for illness and accidental injuries off the job. Dependent coverage is available by payroll deductions. The Human Resources Department has more information concerning these insurance coverages and benefits. The benefits and services offered by the City may be changed or terminated at any time and do not constitute a guarantee of continued employment with the City.

112.06 Continuation of Group Insurance (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives covered employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City of Anna's health, dental, and vision plan for specified periods of time when a "qualifying event" would normally result in the loss of eligibility. Qualified beneficiaries are

individuals who, on the day before a qualifying event, are covered under a group health plan as a covered employee, spouse of a covered employee, or a dependent child of a covered employee. Qualified beneficiaries also include children who are born to, or placed for adoption with, a covered employee during the period of COBRA continuation coverage. Some common qualifying events are resignation, termination of employment, (except terminations for gross misconduct) or death of an employee; a reduction in an employee's hours; an employee's divorce or legal separation; and a dependent child who no longer meets eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage plus an administrative fee. Each eligible employee will be provided with information describing rights and obligations granted under COBRA when the employee becomes eligible for coverage under The City of Anna's health insurance plan. Once a qualifying event has occurred, the City will notify the qualified beneficiaries of their right to continue health care coverage.

112.07 Miscellaneous Benefits

As with the health related benefits, the miscellaneous benefits and services offered by the City may be changed or terminated at any time and do not constitute a guarantee of continued employment with the City.

- (1) Life Insurance. The City may offer, if economically feasible, basic life insurance to eligible employees to help them protect their family in the event of the employee's death. Basic life insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. In addition to the basic life insurance, the City may offer eligible employees the opportunity to purchase supplemental life, accidental death and dismemberment insurance on themselves, and dependent life insurance covering their eligible dependents.
- (2) Short Term Disability. The City may offer, if economically feasible, Short Term Disability (STD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of an off-the-job disability. Short-term disability insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by the City Council on an annual basis.
- (3) Long Term Disability. The City may offer, if economically feasible, Long Term Disability (LTD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of a disability. Long-term disability insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by the City Council on an annual basis.
- (4) Deferred Compensation. The City may make available a deferred compensation program. The Deferred Compensation Program is a voluntary, tax-deferred program designed to help supplement eligible employees' income at retirement. Through this program, eligible employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and placed in an investment account selected by the employee.

City of Anna

Personnel Policy Manual

Section 113. Travel Policy

113.01 Applicability of Travel Policy

- (a) It is the policy of the City to reimburse certain expenses incurred by employees and other persons who are authorized to represent the City at various conferences, meetings, conventions, seminars, and functions. The City recognizes that the public interest requires employees to travel at times to conduct City business. The City also recognizes that the public interest is served by the advancement of training and professional development of employees. It is the policy of the City to arrange travel on City business utilizing the most economical means available.
- (b) This policy is applicable to all City employees and applies to all travel on City business outside the City limits and to all travel reimbursements, subject to budget limitations and authenticated expenses. The purpose of this policy is to establish general guidelines and provide uniformity in handling expenditure requests, and to establish proper accounting for allowable expenses.
- (c) Except for in extraordinary circumstances, the City will only reimburse travel expenses for pre-approved travel on City business. Department heads should notify the Finance Department of any travel to be undertaken by their employees at the earliest practicable date so that a decision on reimbursement can be made.
- (d) Travel Policy Responsibilities.
 - (1) Department heads are responsible for communicating and administering the provisions of this policy to employees and approving all travel requests within his/her department and should strive to be proactive in planning for the department's travel needs in the annual budgeting process. It is the responsibility of the department head to ensure all travel expenses are accounted for within ten working days from the date of return and the Travel Expense Report forwarded to the Finance Department.
 - (2) Employees are responsible for all pertinent information on the Travel Expense Report, indicating purpose of travel, location, type of transportation, departure date, return date, estimated expenditure and funds advanced. Employees are also responsible for retaining records of all transactions for which reimbursement is or will be requested, such as fuel receipts, registration confirmations, final hotel invoices, etc. Copies of these documents must be turned in to the employee's department head within five working days of the return from travel in order to qualify for reimbursement.
 - (3) The Finance Department is responsible for distributing travel funds in compliance with established policies and guidelines. ~~For prospective reimbursement requests, the Finance Department shall be responsible for estimating the reimbursable expenses likely to be incurred for employee travel. The Finance Department should take into consideration the departmental travel budget and calculate the amount~~

~~spent to date and forward the Travel Expense Report to the City Manager for approval.~~

- (4) ~~The City Manager is responsible for either approving or denying the request. If the request is denied, the Travel Expense Report will be sent back to the department head. If the request is approved, the Travel Expense Report will be forwarded to the Finance Department for processing. The department head and the Finance Department must review and approve all expenses incurred in the Travel Expense Report after travel is completed. If the travel is out-of-state, the City Manager is responsible for either approving or denying the request in advance. After making a decision, the City Manager will return the form Travel Expense Report to the department.~~

Commented [cm1]: Staff to verify this is correct.

113.02 Authorization Required

The ~~department director~~ City Manager or designee shall authorize travel leave and expenses for City business outside the City. All travel requests must be approved by the City Manager~~department director~~ or designee prior to its occurrence. Any employee traveling on official City business shall communicate with their supervisor as to where they can be reached while out of the City. All travel requests must be submitted on forms provided for that purpose. Any travel out-of-state for City business requires approval of the City Manager or designee prior to its occurrence.

113.03 Allowable Expenses

- (a) Registration. The City will reimburse actual expenses incurred in registering for a conference, seminar, or meeting. The registration may also be paid with the City P-Card. An original receipt must be furnished for reimbursement purposes. The City encourages advance payment of fees to take advantage of any discounts available. However, any recreation expenses included in the registration (i.e., golf, tennis, runs, etc.) will not be reimbursed.
- (b) Transportation. The department head/supervisor will be expected to select the mode of transportation that is most economical to the City considering cost and time consumed. Normally, when travel is required for City business a City vehicle, rental car, or personal car may be used when such travel distances are within a 200 mile radius. Employees may be required to use a City vehicle or a rental car if it is more economical than using a personal vehicle. For travel beyond a 200 mile radius of the City, air transportation may be approved.
- (c) All approved transportation expenses will be reimbursed as follows:

(1) (1) For those with a vehicle allowance in place, reimbursement for travel will be provided for pre-approved overnight travel and any travel over 50 miles from City Hall.

- ~~(1)~~ When employees use their personal vehicles ~~when a City vehicle was available~~, all travel mileage will be paid at the most recent corresponding GSA rate per mile plus any parking fees incurred by undertaking the City ~~business.~~ business. Do Employees may not use a City P-Card to purchase gasfuel for their personal vehicles. GasFuel is included in the mileage rate. When employees use their personal vehicles when a City vehicle was not available, all travel mileage will be paid at the most recent GSA rate per mile (corresponding to government-owned vehicle not available) plus any parking fees incurred by undertaking the City business.

(2)

(2)(3) When City vehicles are used, all expenses incidental to the use of such vehicle (parking, gasoline, oil, repairs, etc.) shall be reimbursed if a City P-Card is not used. Receipts will be required.

(3)(4) When air travel is permitted, employees will book their flight as far in advance as possible. Air travel reimbursement shall be limited to "coach" fares. Additionally, if the employee requires parking at the airport for 24 hours or less, the employee will be reimbursed at the short term parking rates. If requiring parking for ~~24~~5 hours or more, the reimbursement shall be at the long term parking rate. Original receipts will be required for reimbursement.

(4)(5) Reimbursement will be made for the use of rental vehicles, taxi or bus fares, etc., provided such expenses are necessary and reasonable. Approval to rent a vehicle should be obtained prior to the trip whenever possible. Employees are expected to use the City's rental vehicle agreement negotiated by the City with Enterprise. The City account is TXM0048. Rental car reservations can be made at <https://www.enterprise.com/en/home.html> ~~or obtain the lowest possible rates for the cars, and~~ The employee shall sign and accept the liability/collision insurance agreement on the contract.

(d) Meals. A maximum reimbursement for meals will be provided based on the General Services Administration (GSA) guidelines for the location of travel. Total allowance of reimbursement includes a maximum of twenty percent (20%) for gratuity. Expenses for alcoholic beverages are not reimbursable. Original receipts will be required for each meal and the travel expense report should include the date, location, and amount for each meal. The City Manager may approve an exception to the maximum reimbursement amount if the meal is purchased in connection with the conference or event.

(1) Per Diem Rate – For overnight trips, employees may, in lieu of the per meal reimbursement and with the approval of their department head, elect to request per diem allowance as follows:

Breakfast	\$10 (if travel commences prior to 6 a.m.)
Lunch	\$15
Dinner	\$25 (if travel concludes after 7 p.m.)

(Per Diem rate includes all tips) No receipts are required when the employee elects to receive the Per Diem Allowance. Reimbursement or Per Diem will not be provided for meals provided at conferences and included in the registration fees, except when limitations of an individual cannot be accommodated by the conference organizers or when the exception is approved by the department head for business purposes.

(e) Lodging. Employees are expected to make lodging reservations well in advance whenever possible, and to take other actions to ensure lodging is secured at a moderate rate. Lodging may be secured at facilities provided at the conference location or at facilities recommended by the conference sponsoring organization. Lodging should be a reasonable single accommodation. Receipts for lodging must be provided to obtain reimbursement.

- (1) Reimbursement will not be made for personal telephone calls, alcoholic beverages, entertainment expenses, or other sundry items not relevant to the public purpose of the travel, except as provided in subsection (f), below.
 - (2) Employees will be allowed a reasonable amount for laundry and dry cleaning expenses for trips lasting five or more days. Original receipts will be required for reimbursement.
- (f) Entertainment/Business Meals. The City recognizes that from time to time, it is necessary to entertain or provide business meals for dignitaries and state, federal, and business representatives whenever it may be deemed in the best interest of the City. Such expenses may be reimbursed at the discretion of the City Manager. Receipts will be required before reimbursement can be made. Whenever practical, prior authorization should be obtained from the City Manager.
- (g) Dependent Expenses. There is no objection to a spouse/family member accompanying an employee on an out of town business trip; however, the City will not be financially responsible for the spouse/family member of the employee. Any additional expenses incurred such as travel, lodging, meals, or any other miscellaneous expenses will be the sole responsibility of the employee. Employees may not allow family members, friends, or other third parties to enter or ride in a City vehicle or a vehicle rented for the purpose of City-related travel. The City will not reimburse the additional expenses.

113.04 Travel Advances

Minimum, but sufficient cash advances may be drawn from the City treasury by employees traveling on City business. All unused travel advances shall be returned immediately upon return of the business trip. Failure to return unused funds will subject the employee to a payroll deduction to credit the proper fund and disciplinary action, up to and including termination.

113.05 Travel Expense Report Procedures

- (a) Prior to Travel/Trip:
- (1) A Travel Expense Report form shall be filled out for all overnight travel and for all travel that takes an employee out of the Metroplex for City business. Additional information such as meeting/conference schedules and brochures will be attached to provide management an overview of the meeting/event.
 - (2) The employee will fill out all information pertinent to the request, indicating purpose of travel, location, type of transportation, departure date, return date, estimated expenditures and funds required in advance. The report shall then be forwarded to the department head for approval. The department head will review the request and sign off if the trip is approved. If the request is for out-of-state travel, it must be approved by the City Manager prior to the time of travel.
 - (3) Upon department head approval, the request will be forwarded to the Finance Department. The Finance Department will note the departmental travel budget and how much has been spent to date. Finance will only sign off if budgeted funds are available. The report will then be forwarded to the City Manager for approval.

(4)(3) ~~If the request is for out-of-state travel, t~~The City Manager will note approval or disapproval of the request. If the request is disapproved, it will be sent back to the department head. If the request is approved, it will be forwarded to the Finance Department for processing ~~if an of-the-advance or payment is requested. required.~~ Finance will then return the approved form to the employee with the advance payment.

(b) During Travel/Trip: Follow policies for reimbursable expenses.

- (1) If more than one employee attends the same trip/event, each employee is responsible for completing his/her own expense report. In such instances where employees dine together, a reasonable effort should be made to split the bill.
- (2) If the bill cannot be split, then one designated employee should pay the full amount and obtain a receipt for the entire amount and document the employees' names that were present on the Travel Expense Report for reimbursement.

(c) Upon Completion of Travel/Trip:

- (1) The employee will fill out all the pertinent expenditure information, indicating what funds are due the City or what funds are due to the employee within ten working days after returning from the trip. Failure to submit an expense report will subject the employee to a payroll deduction for any funds advanced. All cash advances and expenditure reports shall be submitted on forms provided for that purpose.
- (2) All meeting/event expenses will be indicated on the expense form. All applicable receipts must be included with the report, including registration and airfare.
- (3) The employee will certify that the expenses are correct and will sign off on the report. The report will be forwarded to their department head for approval.
- (4) The department head will review the report, sign off and forward to the Finance Department for processing and filing.

113.06 General Provisions

- (a) Employees are expected to participate each day while attending any conference, seminar or training session paid for by the City.
- (b) Actions and behaviors of employees and representatives, while traveling on City business at City expense, reflect on the City of Anna. Professionalism is expected of Anna employees and representatives at all times during this type of travel. Any action that is inappropriate or would give the appearance of being inappropriate should be avoided.
- (c) All employees are expected to report any abuse and/or misuse of travel and training funds to appropriate management.
- (d) When travel plans are cancelled, the employee shall promptly notify the ~~F~~finance ~~D~~department. If the trip is cancelled due to employee illness, a conflict with City business, the City will be responsible for any fees that result from the cancellation. If the trip is cancelled for personal reasons, the employee shall reimburse the City for any fees charged

as a result of the cancellation. Any exception to this rule must be approved by the City Manager.

- (e) Exceptions to these Travel Policies are made only in exceptional circumstances and only in those cases where the best interests of the City are clearly manifested. The City Manager shall determine whether or not to approve such exceptions.
- (f) Employees may not allow family members, friends, or other third parties to enter or ride in a City vehicle or a vehicle rented for the purpose of City-related travel; provided, however, that an employee may allow family members, friends, or other third parties to enter or ride in the employee's personal vehicle or rental vehicle if the employee chooses to personally rent the vehicle (or chooses to drive their personal vehicle), in which case the City shall not provide any vehicle-related reimbursement except for mileage reimbursement and parking.

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City of Anna

Personnel Policy Manual

Section 114. Equipment/Vehicle Policy

114.01 Purpose of Equipment/Vehicle Policy

The purpose of these equipment/vehicle policies is to provide for the safe and effective utilization of the City vehicle fleet through rules, regulations and procedures. Employees using City vehicles in the performance of their job duties, or who use private vehicles in the performance of City business, must comply with all federal, state, and local laws regarding vehicle use, operator licensure, and appropriate maintenance of the motor vehicles used for said purposes. Each employee will be held responsible for the proper use, care and operation of a vehicle or piece of equipment assigned to him/her. Abuse of equipment and vehicles constitutes grounds for disciplinary action, up to and including termination.

114.02 Applicability

These policies shall apply to all City-owned equipment and vehicles and all persons assigned the equipment and vehicle, inclusive of operators and passengers. These policies shall also apply to City employees who drive privately owned vehicles while conducting City business.

114.03 Use of City Vehicles

All City equipment and vehicles are intended for official City business uses only. The City Manager may extend said use according to need and circumstances to another public agency or for uses beneficial to the general public; provided, however, that such extensions (unless in case of emergency or public calamity) must be specified in a written agreement in order to be valid. Use of City equipment and vehicles is limited to the Collin County area unless otherwise approved by the City Manager or a department head. The City Manager will issue any exceptions to this policy to the affected employees in writing.

114.04 City Driving Qualifications

- (a) Generally. No employee or agent of the City may operate any City vehicle unless they meet all of the qualifications listed in this section. No employee or agent of the City may operate a privately owned motor vehicle in pursuance of City business unless they meet all of the applicable qualifications of this section.
- (b) Driver's License Mandatory.
 - (1) If an employee's position requires the operation of a motor vehicle on public roads while conducting City business, the employee must maintain the appropriate or required, valid State of Texas Driver's License and must meet City standards for driving records.
 - (2) No employee shall be qualified to drive on City business if he/she does not have a current, valid driver's license (including any necessary endorsements or additional licensing requirements for the position) from applicant/employee's state of

residence. All employees must supply their department head or supervisor with a copy of a current, valid driver's license prior to operating any City vehicle or motor-driven equipment.

- (3) No temporary or provisional commercial driver's license will be accepted. No out-of-service order may be in effect for any CDL driver. Upon moving to the State of Texas, drivers must obtain a valid Texas Driver's License within 30 days.
 - (4) In addition, certain City employees must possess and carry a current, valid, Commercial Driver's license while driving a City vehicle or privately owned vehicle being used for City business as required by state law, including whenever driving a vehicle:
 - (i) Having a manufacturer's gross vehicle weight rating of more than 26,000 lbs.;
 - (ii) Towing a unit with a manufacturer's gross vehicle weight rating of more than 10,000 lbs. when the gross combination weight rating is more than 26,000 lbs.;
 - (iii) Used to carry 16 or more passengers (including the driver); or
 - (iv) Carrying hazardous materials in amounts requiring placarding.
 - (5) Whenever driving a motor vehicle which does not require a Commercial Driver's License, employees must possess and carry a current and valid operator's license issued by the State of Texas. Employees will present their motor vehicle operator's license to any authorized person upon request.
- (c) Safe Driving Record. The City will require all persons operating City vehicles and those employees driving their own vehicles on City business to maintain a safe driving record. A "safe driving record" will be defined as:
- (1) No more than three moving violations or motor vehicle accidents, in any combination, within a 36 month period;
 - (2) No conviction of driving/boating/flying while intoxicated (DWI/BWI/FWI), driving while under the influence of drugs or alcohol (DWI/DUI); and
 - (3) No felony conviction of failure to stop and render aid, failure to leave identification at the scene of an accident, involuntary manslaughter, criminally negligent homicide, or any other felony involving use of a motor vehicle.
- (d) Reporting Requirements. Each employee who drives on City business shall report to his/her supervisor (immediately if on-duty, or upon return to work if occurring off-duty) any event which might potentially disqualify the employee from driving on City business, such as citations for moving violations or motor vehicle crashes. **Any failure to report a Driving Event(s) to the direct supervisor within 24 hours will subject the employee to disciplinary or corrective action, up to and including termination.** At a minimum, any employee who drives on City business shall report all of the following events ("Driving Events"):
- (1) Moving violation conviction(s);

- (2) A conviction for DWI/DUI or flying/boating while intoxicated (or entering a deferred adjudication program for DWI/DUI);
 - (3) Any cancellation, revocation, or expiration of the employee's driver's license without immediate renewal or reinstatement;
 - (4) Any suspension of a driver's license, any temporary suspension, or out-of-service order of a Commercial Driver's License, occurring for any reason. This includes, but is not limited to: suspensions for nonpayment of child support; habitual violations; revocations for medical reasons, criminal mischief, fraud, or drug offenses; "serious" traffic violations, or as set forth in Texas Transportation Code Chapter 521;
 - (5) Felony conviction, including but not limited to intoxication assault or intoxication manslaughter, etc., involving the use of a motor vehicle;
 - (6) A suspension, cancellation, revocation, or expiration of the employee's personal liability insurance on his/her privately-owned vehicle used for City business (or non-owned rider coverage); or
 - (7) Arrest, citation, or indictment for any offense related to public intoxication (PI), driving while intoxicated (DWI), or similar offense involving alcohol or any other drug or substance, whether or not the events forming the basis of the charge or investigation occurred while the employee was on-duty.
- (e) Driving Record. Employee driving records will be checked at random periodically to ensure that no persons with unsafe driving records are operating City vehicles or driving on City business. A copy of the driving record of all employees with driving responsibilities who do not meet the safe driving requirement will be submitted to their department head for review. Action to be taken in each case will be recommended by the department head, to the City Manager for final approval. Upon request, an employee shall provide their department head with a signed and completed form of release that will allow the City to obtain the employee's official driving record.
- (f) Employees who fail to meet the safe driving requirements may be required to submit to one or more of the consequences below, at the discretion of the City Manager:
- (1) Required to attend a defensive driving class on their own time and at their own expense;
 - (2) Assigned non-driving responsibilities within their current department, if available;
 - (3) Transferred to another department and assigned non-driving responsibilities, if available;
 - (4) Assessed another type of remedial action as determined by the City Manager to be appropriate in that specific case; or
 - (5) Dismissed from employment, if none of the above alternatives can be achieved within a reasonable period of time. A "reasonable period" will be defined as generally

not to exceed 30 calendar days from the date an employee is notified of his/her failure to meet the safe driving requirements.

- (g) **Proof of Financial Responsibility.** Any employee driving a private vehicle on City business is individually responsible for maintaining liability insurance. Employees who operate their privately owned vehicles on City business shall carry proof of financial responsibility (such as a current insurance card for an amount of liability insurance equal to or exceeding the minimum coverage required by state law) at all times the vehicle is in operation, and must present evidence of current insurance coverage upon request to any authorized person.
- (h) **Driver Training.** Those employees who drive City-owned vehicles are required to complete a defensive driver training course. Consideration should also be given to other employees who are regularly using privately owned vehicles as part of their essential job functions. The defensive driving requirements are as follows:
 - (1) New employees shall complete a defensive driver training course approved in advance by the employees' department head. New employees shall take the course at the first available course date after the commencement of employment.
 - (2) Current employees driving a City-owned vehicle—as well as those employees who change positions or assignments to include driving a City-owned vehicle—are similarly required to complete a defensive driver training course approved in advance by the employees' department head. These employees shall take the course at the first course date as determined by their department head.
 - (3) All employees who are required to participate in defensive driver training shall be required to repeat such training at least once every three years.
- (i) **Other Qualifications.**
 - (1) All employees must be at least 18 years of age before operating any City vehicle or motor-driven equipment.
 - (2) Employees must also consistently operate any City vehicle or privately-owned vehicle used in support of City business in a manner which reflects positively on the City. This includes courtesy to other drivers, appropriate distancing when parking any City vehicle, and heightened caution in the presence of pedestrians.

114.05 Operation and Ridership

- (a) Except for maintenance, service and repair, only City employees are allowed to operate a City vehicle. Ridership should be limited to employees or persons on official City business. Due to the nature of certain employees being required to be on call and take a vehicle home, the City Manager may exercise limited discretion in situations wherein the ridership policy might cause transportation difficulties to an employee required to be on standby and use a City vehicle.
- (b) Employees should organize vehicle use to avoid unnecessary trips and minimize vehicle wear and tear. Employees travelling to a common destination should travel in as few vehicles as is practical under the circumstances.

- (c) Employees shall be personally liable for any citations or penalties accompanying violations of this provision. Tolls and parking fees (but not fines, penalties, costs, or citations) may be reimbursed upon presentation of appropriate documentation to the ~~Human Resources Administrator~~Director of Human Resources or department head. In some instances, due to frequent toll use, some vehicles may be outfitted with a City-purchased and owned toll tag. Toll tags are to be assigned to a specific vehicle and are the responsibility of the department head to monitor and ensure that toll tags are maintained and used only for City business.
- (d) Employees shall be responsible for paying all fines and penalties stemming from moving violations or other fines received while on duty or when operating a City vehicles or privately-owned vehicle on City business. Even if properly paid by the employee, such violations may be used to determine whether an employee may continue to drive motor vehicles on City business.

114.06 Privately Owned Vehicles on City Business

- (a) Employees may use privately owned vehicles on City business only after approval from the department head or City Manager. No employee shall be allowed to use a privately owned vehicle without first providing proof of adequate insurance coverage and a valid driver's license issued by the State of Texas.
- (b) Privately owned vehicles being used for City business must display valid registration and inspection stickers and have a current, valid, Texas license plate attached to the front and rear of the vehicle. Employees are responsible for the expense of maintaining these items and shall take all steps to ensure legal operation of the vehicle during their off-work hours.
- (c) Privately owned vehicles will not use City gasoline, oil, fuel additives, filters, or any maintenance supplies provided by the City. Only eligible employees can be reimbursed for mileage driven in support of City business. No mileage reimbursements will be possible without properly documented mileage and advance authorization of mileage reimbursement.

114.07 Safety, Maintenance, and Care

- (a) Generally. Supervisors shall not allow any driver to operate an unsafe City vehicle or operate any vehicle for something other than its designed purpose, or issue any directives that may cause a violation of this motor vehicle use policy.
- (b) Safety. All operators and passengers will be individually accountable for abiding with all laws pertaining to vehicles and their operation.
 - (1) No one is allowed to operate a City vehicle or piece of equipment while under the influence of alcohol, medication or drugs which might impair the operator's mental or physical faculties, including but not limited to judgment, reflexes, and senses..
 - (2) No person with corrective lenses, devices, or appliances shall be allowed to operate City equipment or vehicles without same being in place and in good repair.
 - (3) No City employees may operate or place in motion any motor vehicle on City business unless all vehicle occupants are first secured using all available safety restraints, such as seat belts and shoulder harnesses, in the manner prescribed by

state law. All City employees riding in a motor vehicle while on City business shall use all available safety restraints. Failure to appropriately use safety devices while operating or occupying a motor vehicle on City business may be the basis for disciplinary action, up to and including termination.

- (4) No motor vehicle used for performance of City business shall be operated with vision obstructed by broken or cracked glass, dirt, frost, ice, dew, or other condensation on windows or mirrors. Employees are required to remove any impediments to clear view prior to putting any vehicle in motion.
- (5) No City vehicle shall be operated if it has a door which does not close properly or if it has a door that must be secured by means other than the appropriate standard latching mechanism.
- (6) Any person who is injured or becomes ill should use the radio and/or cellular phone to obtain assistance rather than try to operate a vehicle or piece of equipment.
- (7) Use of tobacco is not allowed in City vehicles (see Section 104.06.1 of this Manual).
- (8) Employees shall take all practical measures to eliminate distractions while driving any motor vehicle in support of City business. Caution must be exercised with the use of communication radios and/or cellular phones while operating a vehicle. Every effort should be made to minimize the use of these devices while driving. Use of cellular phones or other wireless communication devices in a "hands-free" mode is permitted unless a department policy mandates otherwise. Reading or sending text messages while driving is strictly prohibited. Fire and law enforcement officers are permitted to use electronic devices while driving if the usage is within the course and scope of an official emergency response or communication, in circumstances where the device is essential for the nature of the emergency response and no other employee is available to utilize the device, so long as such use does not unduly endanger any persons or property.
- (9) No personal or City-issued cell phones (including texting), two-way communication radios, or any other device utilizing earphones (whether or not issued by the City) shall be worn or operated while driving, with the exception of those devices utilized by the Police Department and/or Fire Department in the execution of their job functions as necessary to communicate through dispatch services and respond to emergency situations. In the event an employee is found to be using one of these devices while driving a City vehicle, that employee is subject to disciplinary action, up to and including termination.
- (10) Any City employee operating a City vehicle shall avoid any behavior which presents an increased risk of damage to the vehicle or which unnecessarily accelerates wear and tear of that vehicle or its components. Forbidden behaviors include, but are not limited to: excessively racing a cold engine; riding a clutch; continuing to operate a City vehicle/item of equipment when instruments or warning lights indicate a malfunction or deficit of operating liquids (e.g., "Low Oil" light); continuing to operate a City vehicle that is producing unusual noises or is difficult to control; overloading any City vehicle or item of equipment or using it for purposes other than those for which it was designed; and introducing incorrect fuel (such as

diesel rather than gasoline) or incorporating any foreign substance (such as water into the oil system) into a City vehicle or equipment.

- (11) Operators of City vehicles shall insure that all loads are secured in accordance with the rules of the road, that the vehicle load will safely pass under all obstructions (suspended lines, under/overpasses) on the planned route of travel, and that all passengers can be safely and lawfully transported before setting the vehicle in motion.
 - (12) City vehicles shall not be used to push or tow any other vehicle unless properly equipped for such purpose.
 - (13) City vehicles should not be left unlocked, except in extreme emergencies. Under no circumstances should keys be left with unattended vehicles.
 - (14) Any employee who is using prescription or non-prescription medication or substances having side effect(s) that may hinder or impair safe driving shall not drive on City business. In the event an employee is found to be using these substances while driving a City vehicle, that employee is subject to disciplinary action, up to and including termination.
 - (15) Employees shall not drive a City vehicle or a privately-owned vehicle on City business while under the influence of alcohol or any controlled substance. In the event an employee is found to be under the influence of alcohol or any controlled substance while driving a City vehicle, that employee is subject to disciplinary action, up to and including termination.
- (c) Maintenance and Care. Periodic inventory of equipment and vehicles will be taken at the discretion of the City Manager or other functional manager. All damaged, broken, or lost equipment will be repaired, replaced, or removed from service.
- (1) Those personnel assigned use of a vehicle or piece of equipment will be responsible for the maintenance and care of said vehicle/equipment.
 - (2) Damage arising from misuse or neglect attributable to operator negligence is subject to review by the City Manager and subsequent repair at the expense of employee held responsible for same.
 - (3) No one shall operate a City vehicle or piece of equipment that is unsafe. All employees shall report any unsafe condition, maintenance warning, or other disrepair immediately to the appropriate supervisor. If a City vehicle becomes disabled, malfunctions, or is believed to possess any characteristic presenting a safety risk in the opinion of a reasonably prudent motor vehicle operator, all employees are required to report the disrepair or unsafe condition to the appropriate supervisor immediately. In the event a City vehicle can still be operated safely without harm or undue risk to the vehicle, its passengers, or others, the City vehicle may be driven to a repair facility. If it is uncertain whether or not a City vehicle is safe for driving, the department head responsible for the vehicle shall make arrangements for the vehicle to be towed to a repair facility.

- (4) Employees shall not make any modifications to City vehicles or City vehicle mounted equipment without prior written authorization from the appropriate department official responsible for the maintenance of that vehicle or piece of equipment.
- (5) Employees who drive City vehicles shall keep the interior clean and free of trash and other debris.
- (6) No employee shall cause or allow the engine of a City vehicle within his or her custody or control to idle for more than five consecutive minutes in a one-hour period when the City vehicle is not in motion or when that engine is not being used for its primary function. No employee shall switch the City vehicle engine off and back on in a manner that would serve to comply with the five-minute limitation, but defeat the intent of this restriction, which is to reduce emissions, fuel consumption, and vehicular wear caused by engine idling. Exceptions to this rule include:
 - (i) City vehicles prohibited from movement due to traffic conditions over which the operator has no control;
 - (ii) City vehicles being used in an emergency or law enforcement capacity;
 - (iii) City vehicles being used as a primary power source for another device, such as a power take-off unit;
 - (iv) City vehicles being operated for maintenance and diagnostic purposes;
 - (v) City vehicles being used in transit operations, in which case the engine may be allowed to idle for up to 30 minutes; or
 - (vi) City vehicles idling to protect employee health or safety.

114.08 Vehicle Logs

It will be the responsibility of each operator of a City vehicle or piece of equipment to properly fill out any paperwork associated with the use, mileage, gas/lubricant applications, maintenance or any other documentation, which may be required from time to time. It is ultimately the department head's responsibility to ensure that required reports associated with City vehicles in use by their department are completed and properly filed.

114.09 Take Home Vehicle Policy

- (a) Under limited circumstances, employees of the City may be permitted to drive a City vehicle to be kept off of City premises in "home storage." Employees may be authorized to drive a City vehicle home under the following conditions:
 - (1) Employee is on 24 hour call.
 - (2) Department heads, supervisors, or other employees that are subject to emergency call-back after regular work hours.
 - (3) Employees that conduct City business on a frequent basis before and after normal working hours.

- (a) Any employee allowed to take home a City owned vehicle must:
 - (1) receive permission form his or her department head and the City Manager, in writing, stipulating the conditions and privileges.
 - (2) keep the vehicle at their home or at a pre-designated area;
 - (3) use the vehicle for City business use only. Personal or private use of a City owned take-home vehicle is prohibited.
 - (4) park the vehicle off the street; and
 - (5) only allow City employees to ride in the City vehicle without explicit authorization.
- (b) Use of a City owned vehicle as a take-home vehicle is a discretionary privilege that can be withdrawn by the City Manager for any reason.

114.10 Traffic Citations and Accidents

- (a) Generally. Supervisors receiving a report of a Driving Event, or any employee condition related to driving safety, shall promptly investigate the surrounding circumstances, prepare a written report, and forward it report to the department head within 48 hours. The supervisor shall require the employee to present all court documents and motor vehicle record reports necessary for the department to evaluate whether a potentially disqualifying Driving Event has occurred.
- (b) Traffic Citations. If an employee receives a traffic citation for a moving violation committed while operating a City-owned vehicle or while driving their personal vehicle on City business, the employee will be expected to pay any resulting fine at their own expense. Repeated traffic violations or misuse of City vehicles or equipment may result in disciplinary action, up to and including termination.
- (c) Accidents in City-Owned Vehicles. If an employee is involved in an accident while driving a City vehicle, that individual will be required to follow the specific accident reporting procedure outlined by the department. In general, for all departments, the employee should:
 - (1) Call 911 for immediate assistance.
 - (2) Call the Police Department immediately. Do not move the vehicle in the event of an injury accident until directed by a police officer.
 - (3) Obey all state laws regarding rendering assistance to any injured persons, providing required information, and cooperating with law enforcement investigation of the accident.
 - (4) Provide their name and department to the other driver without discussing the accident with anyone except the investigating officer or their supervisor.
 - (5) Call the supervisor who will then be responsible to file the required accident form. Forms are available in the department or from Human Resources. An accident report

shall be filed in all instances involving City vehicles and equipment, regardless of the amount of the damage or location of the accident.

(6) Report to one of our drug and alcohol testing sites immediately. A supervisor or other member of City administration must provide transport unless otherwise directed by the City Manager. Exceptions can only be made by the City Manager or his or her designee.

(7) Failure to report any accident or vehicle damage immediately may result in disciplinary action including termination.

(d) Employees who are involved in any arrest, citation, indictment, investigation, collision, or other incident in which the employee's use of alcohol, over-the-counter drugs, prescription medications, or some other drug or controlled substance is alleged to be a factor are expressly forbidden from operating any motor vehicle on City business pending re-authorization by the City. This includes, but is not limited to, arrests or citations for DWI/PI which have not yet reached a final adjudication.

(e) The City Manager and department head shall review all reports of Driving Events and determine whether the employee can be permitted to drive on City business. An employee whose essential job functions including driving on City business may be subject to termination if suspended from driving City vehicles for any period.

114.11 Authority of City Manager to Control Use

The City Manager has the authority to impose additional qualifications and restrictions on the operation and use of City vehicles, if such restrictions contribute to the safety of the general public and City employees, or if they serve to improve the functional operations of any City department without compromising the safety of any person.

City of Anna

Personnel Policy Manual

Section 115. Substance Abuse Policy

115.01 Purpose

It is the policy of the City to maintain a work environment free from the use, possession and effect of controlled substances and alcoholic beverages. The City recognizes that drugs and alcohol impair employee judgment, which may result in increased safety risks, hazards to the public, employee injuries, faulty decision-making, and reduced productivity. Therefore, the City expects all employees to be in a state of mind and physical condition fit to complete their assigned duties safely and competently during work hours.

115.02 General Policy

- (a) Being under the influence of alcohol or controlled substance on City property is prohibited, regardless of whether or not the employee is currently on duty. The unauthorized use or possession of prescription drugs or excessive or improper use of over-the-counter drugs on City property is prohibited.
- (b) Employees who violate this policy are subject to appropriate disciplinary action, including termination.
- (c) This policy applies to all employees of the City, regardless of rank or position, and includes temporary and part time employees.

115.03 Violations

- (a) The sale or unlawful manufacture, possession, distribution, and/or use of controlled substances or alcoholic beverages by an employee while on duty or during lunch and/or other breaks or at any time while the employee is on a City work site or on duty, is absolutely prohibited and constitutes cause for discipline, up to and including termination, in accordance with these personnel regulations. The appropriate law enforcement agency will be notified of any such sale, distribution, and/or use of illegal substance by employees. Any employee who is arrested for a drug-related crime under a state or federal criminal drug statute for violations occurring on or off duty must report their arrest to their supervisor within three days.
- (b) The City retains the right to perform drug tests of its employees at any time when appropriate under these regulations and at a testing facility of its choosing. Failure to comply with instructions to report and submit to a drug test as authorized under these policies will be considered insubordination and may constitute grounds for disciplinary action up to and including termination.

115.04 Surveillance, Searches, and Testing

- (a) Generally. By accepting an offer of employment, all employees of the City consent to the video surveillance described below, at any time the City may choose, and also release the

City from all liability, including liability for negligence, associated with the enforcement of the policies and procedures in this Manual and/or any searches or surveillance or testing undertaken pursuant to this section. This consent to surveillance and searches and accompanying release of liability does not create, modify, or otherwise affect the employee-at-will status of any City employee, and should not be interpreted to constitute any guarantee or promise of employment. Failure to adhere to this section and any related policies or procedures may subject an employee to disciplinary action, up to and including termination without warning.

- (b) Surveillance. In order to promote the safety of employees and City visitors, as well as the security of its facilities, the City may conduct video surveillance of any portion of its premises at any time, the only exception being private areas of restrooms, showers, and dressing rooms. The City may position video cameras in appropriate places within and around City buildings to monitor activity and promote the safety and security of people and property. All desks, storage areas, lockers, and all vehicles owned, financed, or leased by the City or used by the City to transport employees, goods, and/or products are subject to monitoring and search at any time without the employee's knowledge, presence, or permission.

(c) Searches.

- (1) The City reserves the right to conduct searches to monitor compliance with rules concerning the safety of employees, security of the City and individual property, drugs and alcohol, and possession of other prohibited items. "Prohibited items" includes: illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription; unauthorized weapons; any items of an obscene, harassing, demeaning, or violent nature; and any property in the possession or control of an employee who does not have authorization from the owner of the property to possess or control the property. "Control" means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement. The City may search employees, their work areas, lockers, personal vehicles (if driven or parked on City property), and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers, and such searches shall be conducted in accordance with these policies. In requesting a search, the City makes no accusation of theft, some other crime, or any other variety of improper conduct.
- (2) There is no general or specific expectation of privacy in the workplace of the City, either on the premises of City property or while on duty. Employees should assume that what they do while on duty or on City premises is not private. All employees and all of the areas listed above are subject to search at any time; if an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, the City will either furnish the lock and keep a copy of the key or combination, or else allow the employee to furnish a personal lock, but the employee must give the City a copy of the key or combination. The areas in question may be searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he or she would not be prepared to show and possibly turn over to City officials and/or law enforcement authorities.

- (3) The City may conduct unannounced searches or inspections of City-owned property where there is reasonable suspicion of criminal activity or the presence of alcohol or controlled substances. These searches may include, but are not limited to, lockers, offices, tool chests, and desks located on City property, work sites and City-owned vehicles. Where an employee may be able to limit access to a City-owned container (such as a locker securable by a padlock), the City may either request that the employee remove any locks to allow a search or physically remove the locks without prior notice to the employee. The City will not reimburse any expenses associated with removal of a security device to allow a search of City premises.
- (4) The City may search or seize an employee's personal property when there is reasonable suspicion of criminal activity or the presence of alcohol or controlled substances. In conducting such searches or seizures, the City will coordinate with the Police Department and/or the City Attorney's office before conducting a search or seizure, except when exigent circumstances are present. All employees of the City are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending on the situation. "Reasonable suspicion" means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined above. Any search performed under this policy will be done in a manner protecting the employees' privacy, confidentiality, and personal dignity to the greatest extent possible.
- (5) No employee will be physically forced to submit to a search or seizure unless exigent circumstances require same. However, an employee who refuses to submit to a search request from the City will face disciplinary action, up to and possibly including immediate termination of employment.

(d) Testing.

- (1) When the department head, Human Resources or City Manager has a reasonable suspicion that an employee, at work or when reporting to work, is under the influence of alcohol or a controlled substance, or is abusing alcohol or a controlled substance and appears to be impaired or unfit for duty, the employee will be required to submit to a drug-alcohol test. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonable prudent person to suspect that an employee is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or reduced. Observations which constitute a factual basis for determining reasonable suspicion may include, but are not limited to: odor of alcoholic beverage, erratic behavior, violent mood swings, excessive absenteeism including tardiness, a medical emergency that can be attributed to drug use, physical on-the-job evidence of drug use, documented deterioration in the employee's job performance, or an accident which is caused by the apparent action or inaction of the employee.
- (2) The immediate supervisor or department head or Human Resources will submit information in writing, to the City Manager that describes the incident, documenting the circumstances leading to the conclusion that a drug test is necessary. Such documentation will include the date, time, place, description of incident, and statements of witnesses. Any other evidence such as drugs, drug paraphernalia and containers will be collected. After documenting the incident, the department head

will contact Human Resources and the City Manager to determine if drug testing is appropriate and to arrange for testing. If drug testing is appropriate, the immediate supervisor or department head will transport the employee to the drug specimen collection facility. The drug/alcohol tests may utilize urine, blood, hair follicle, or other type of sample as medically appropriate and feasible under the circumstances. After testing, the employee will be transported home by their immediate supervisor, a relative or their emergency contact of record and instructed not to report to work until the results of the test are known.

- (3) Failure to comply with requested drug testing will subject the employee to disciplinary action, which may include termination.

115.05 Preventive Acts

- (a) Employees taking drugs prescribed by an attending physician must advise their immediate supervisor in writing of the possible effects of such medication regarding their job performance and physical/mental capabilities. This written information must be kept confidential and communicated to the immediate supervisor prior to the employee commencing work. All prescription drugs must be kept in their original container.
- (b) Supervisors should reasonably accommodate any temporary or permanent limitations caused by an employee's medications. Extreme caution should be used in all assignments of medicated employees involving operation or supervision of motor vehicles or heavy equipment, and any doubt should be resolved in postponing any such operation or supervision until it is certain that the employee can safely do so.

115.06 Work Related Accident

Any employee involved in a work related accident shall be subject to urine, breath, blood and/or hair follicle testing for drug or alcohol use or abuse. In the context of this subsection, "involved" includes all rational connections to the accident, and may call for drug testing of an employee who was injured due to the apparent fault of another person.

City of Anna

Personnel Policy Manual

Section 116. Reservation of Rights

116.01 Reservation of Rights

- (a) The City reserves the right (with or without notice) to interpret, change, suspend, cancel or dispute all or any part of this policy, or the procedures or benefits discussed herein. Where practicable, employees will be notified before implementation of any change.
- (b) Although adherence to this entire Manual is considered a condition of continued employment, nothing in this Manual alters an employee's status and shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice and the City retains the right to terminate any employee at any time, for any or no reason, without notice.
- (c) In the event of a typographical or scrivener's error in this Manual as to any number, letter, word, sentence, phrase or other content, which if implemented literally would have the effect of proving any unintended benefit or degree of benefit, the City Manager shall have full discretion to implement the provision(s) where such errors appear as if the provision(s) had been stated without the error and with the correct content. Any employee who notices a typographical or scrivener's error in this Manual or any amendment to this Manual shall promptly report same to the employee's supervisor or department head.

116.02 Other Laws and Regulations

This Manual is not intended to fully describe or explain all of an employee's potential rights or duties. The provisions of this policy shall apply in addition to, and shall be subordinated to, any requirements imposed by applicable federal, state, or local laws, regulations or judicial decisions. Employees who desire further information should independently investigate the governing law and contact an attorney to evaluate their position. Unenforceable provisions of this policy shall be deemed to be deleted without invalidating any other parts of this Manual.

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, COLLIN COUNTY, TEXAS, APPROVING AMENDMENTS TO THE CITY OF ANNA PERSONNEL POLICY MANUAL

WHEREAS, on March 11, 2014, the City Council of the City of Anna, Texas ("City Council") approved a Personnel Policy Manual that includes personnel guidelines for use in certain operations of the City's departments/personnel and in matters related to human resources; and,

WHEREAS, said Personnel Policy Manual was amended on September 22, 2015, January 26, 2016, and on July 11, 2017; and

WHEREAS, the City Manager has recommended approval of certain amendments to the Personnel Policy Manual; and

WHEREAS, the City Council finds that its approval of the amendments to the Personnel Policy Manual is not intended to and does not: (1) create any type of contract of employment between the City and any employee; or (2) have the force or effect of law or ordinance;

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

Section 1. The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. The City Council of the City of Anna, Texas hereby approves the amendments to the City of Anna Personnel Policy Manual for use by the City Manager and City departments in relation to certain organizational operations and matters related to personnel and human resources. Nothing herein prevents the City Manager from establishing and implementing additional policies and procedures related to personnel under the authority of the City Manager.

DULY PASSED AND APPROVED THIS 26th DAY OF OCTOBER 2021.

ATTEST:

APPROVED

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit 1

107.05 Medical Certification

- (a) Any employee requesting family medical leave for a serious health condition of the employee or of an eligible family member shall provide a completed Certification of Health Care Provider for Employee's Serious Health Condition or a completed Certification of Health Care Provider for Family Member's Serious Health Condition (refer to Appendix A-7 or Appendix A-7.1, as applicable). Employees have at least 15 calendar days of the request for FMLA leave, but not more than 20 calendar days to obtain and submit to the Human Resource Administrator the required medical certification. The certification form must be completed by the patient's health care provider(s) and must contain at least the following:
- (1) Date condition began;
 - (2) Probably duration of condition;
 - (3) Appropriate medical facts about the condition; and
 - (4) Statement that the employee is needed to care for the ill family member or, in the case of their own illness, is unable to perform their job.

107.07 Use of Paid Leave

- (b) Accrued sick leave, vacation leave, or other accrued paid leave must be used concurrently with unpaid leave under the FMLA (administrative leave without pay); provided, however, that sick leave shall not be used concurrently with unpaid leave under FMLA in any situation where sick leave is not authorized by the City's personnel policies including without limitation Section 106.03(b) or when an employee fails to provide the proof and/or certificate that may be required under Section 106.03(i). If the City substitutes paid leave for unpaid FMLA leave, it may be counted against the 12-week FMLA entitlement if the employee is notified of the designation when the substitution begins.
- (c) In the case of family and medical leave, the Department Head shall send notification to the employee, with a copy to the Human Resources Administrator designating the time off as leave under the FMLA.

Exhibit 1

105.04 Overtime and Compensatory Time

- (f) Holiday leave and vacation leave will be counted as hours worked for purposes of overtime calculations. All other paid leave, including but not limited to sick leave, ~~vacation leave, holiday leave,~~ jury duty, administrative leave, bereavement leave, workers' compensation injury leave, disability leave, military leave, unpaid leave and compensatory time off will not be counted as hours worked for purposes of overtime calculations.

106.02 Vacation

- (b) Regular full-time employees begin to accrue vacation leave on the first day of employment as shown in the following table:

Vacation Leave Accrual						
	Full-time Fire Department 24 hour Shift Employees (Avg. 56 hours per week)		Full-time Police Department 12 hour Shift Employees (Avg. 42 hours per week)		All other Full-time (Avg. 40 hours per week)	
Years	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year
1st	4.31	2	3.23	2	3.08	2
2nd	4.74	2.2	3.55	2.2	3.38	2.2
3rd	5.17	2.4	3.88	2.4	3.69	2.4
4th	5.6	2.6	4.2	2.6	4	2.6
5th	6.03	2.8	4.53	2.8	4.31	2.8
1-9 6 or more	6.462 (168)	3	4.847 (126)	3	4.616 (120)	3
10 or more	9.230 (240)	4	6.920 (180)	4	6.160 (160)	4
	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year
Maximum Annual Vacation Accrual	336	6	252	6	240	6

- (n) The City Manager may authorize paid leave as part of an offer of employment to a prospective employee.

Personnel Policy Manual

Acknowledgement Form Property of the City of Anna

TO BE SIGNED & RETURNED PRIOR TO START OF CITY EMPLOYMENT
(Employees are not eligible for compensation, leave, or benefits until this document has been signed and included in that employee's personnel file.)

I, _____, acknowledge receipt of a full copy of the City of Anna Personnel Policy Manual (this "Manual") and that I have read and understood its contents. Like all other employees of the City covered under this Manual, I am responsible for knowing its contents and keeping it updated. I also understand that this Manual is City property that must be returned to the Human Resources Administrator when I leave this organization. I understand and acknowledge that the City of Anna may change or modify the policies and procedures in this handbook at any time, with or without prior notice. I understand that violating the policies and rules set out in this handbook may lead to disciplinary action up to and including termination.

I further understand that this Manual does not create a contract for employment with the City of Anna or in any way modify, limit, or alter the "at-will" nature of the undersigned's employment with the City of Anna.

Issued to: _____

Signed: _____

Date received: _____

A copy of this signed page shall be placed in the employee's personnel file.

CONSIDERATION FOR PROMOTION/TRANSFER REQUEST

I understand that the information conveyed in this document shall be used to consider my request for the promotion/transfer described herein only. Furthermore, I understand that I must provide a separate completed form to be considered for each promotion/transfer.

Name _____ SSN (last 4 digits) _____

I request to be considered for a promotion/transfer (circle one) from my present job position,

_____ (Position Title and Department)

to the job position of:

_____ (Position Title and Department)

Years Employed with the City: _____ Years in Current Position: _____

Reason for Promotion/Transfer:

Applicant's Signature _____

Date _____

Current Department Head
Approval/Denial (circle one)

APPROVED/DENIED BY

DATE

Receiving Department Head
Approval/Denial (circle one)

APPROVED/DENIED BY

DATE

City Manager
Approval/Denial (circle one)

APPROVED/DENIED BY

DATE

PERSONNEL ACTION FORM

Name	Telephone	Sex -
Address		
Fund No.	Cost Center	Social Security No. Employee ID #
Date of Hire –	Date of Birth –	

PROMOTION, DEMOTION OR TRANSFER APPOINTMENT**FROM:****TO:**

Job Code/Position No.
Title
Pay Group Cost Ctr
Department Name
Hrly Salary Grade
Status
Regular Temporary
Part-time Full-time

Job Code/Position No.
Title
Pay Group Cost Ctr
Department Name
Hrly. Salary Grade
Status
Regular Temporary
Part-time Full-time

PERFORMANCE INCREASE, PAY DECREASE OR PAY ADJUSTMENT

Date of Pay Decrease:
From: Hrly Salary Grade
Pay Decrease:

Title
To: Hrly Salary Grade
Performance Award (Lump Sum) \$

LEAVE OF ABSENCE OF SUSPENSION (Check "J" Leave classification)

Placed on:	☐ Leave of Absence	☐ Suspension	Effective Date
Return from:	☐ Leave of Absence	☐ Suspension	Effective Date
Nature of Leave -			

SEPARATION (Check "J" Separation classification)

Title	Hrly Rate
☐ Retirement	☐ Dismissal ☐ Layoff ☐ Disability
☐ Resignation	☐ Deceased ☐ End of Temporary Work

Effective Date: _____

Remarks:

ACCOUNTING USE ONLY

Benefits:

Regular Hrs	_____	@	_____	_____	Comp Time	_____	@	_____	_____
Overtime Hrs	_____	@	_____	_____	Longevity	_____	@	_____	_____
Sick Leave	_____	hrs	_____	_____	Ins Refund	_____	@	_____	_____
Vacation	_____	hrs	_____	_____	Other (specify)	_____	@	_____	_____

APPROVALS REQUIRED (SEE NEXT PAGE)

Appendix A-4

Current Department Head Approval/Denial (circle one) _____ Printed Name: _____ _____ DATE	Receiving Department Head Approval/Denial (circle one) _____ Printed Name: _____ _____ DATE
Human Resources Department Approval/Denial (circle one) _____ Printed Name: _____ _____ DATE	City Manager Approval/Denial (circle one) _____ Printed Name: _____ _____ DATE

DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT COMPLAINT FORM

This form may be filled-out by the complainant or person receiving the complaint.

Date of Complaint: _____

Name of Person Completing this Form: _____

Phone Number: _____ Title: _____

Complainant Information

Name: _____ Title: _____

Direct Supervisor: _____ Department: _____

Work Address: _____ Work Phone: _____

Home Address: _____ Home Phone: _____

Type of Complaint: *(check the type(s) of discrimination/harassment that relates to this complaint)*

Sexual Harassment ☐	Sex Discrimination ☐	Racial Discrimination ☐
Age Discrimination ☐	Religious Discrimination ☐	National Origin Discrimination ☐
Disability Discrimination ☐	Pregnancy Discrimination ☐	Color Discrimination ☐
Sexual Orientation ☐	Gender Identity ☐	Genetic Information ☐

Hostile Work Environment or Retaliation: *(must be based on one or more of the protected groups listed above, check if appropriate)*

Hostile Work Environment ☐

Retaliation ☐

By initialing the below box you are acknowledging that you understand that every complaint of a discrimination/harassment/sexual harassment nature will be investigated and that the accused will be notified of the complaint.

Initials

What or who do you believe was responsible for the alleged discrimination or harassment incident(s)?

Accused Information

Name: _____ Title: _____

Relationship to Complainant: (i.e. supervisor, co-worker, subordinate, etc.) _____

Direct Supervisor: _____ Department: _____

Work Address: _____ Work Phone: _____

Describe the alleged harassment or discrimination incident(s). Please specify location(s), date(s), and time(s) of each occurrence. Use as much detail as possible. Attach additional sheets, if necessary.

Did you inform the alleged offender(s) their behavior was unacceptable?

Yes ☐

No ☐

If yes, please describe:

Were there any witnesses to the alleged harassment or discrimination incident(s)?

Yes ☐

No ☐

If yes, please provide the name(s), address(es) and phone number(s):

Have you reported this incident to anyone else?

Yes ☐

No ☐

If yes, please provide the name(s), address(es) and phone number(s):

What remedy are you seeking?

Please attach any supporting documentation to this form.

I, _____ (complainant name) certify this statement is true and factual.

Complainant's Signature:

	Date:
Printed Name:	Phone Number:

NOTICE OF INTENT TO RETURN FROM FAMILY MEDICAL LEAVE

Name:	Date:
Social Security Number:	Department:
Date of Leave Commenced:	Date of Planned Return:

I understand that my restoration to employment is subject to the following conditions:

1. If leave was for a continuous block of time and my health care provider has released me to return to work, I intend to return to work as scheduled.

_____ Yes

_____ No. If “no” is selected, I am stating I do not intend to return to work and I am resigning my employment with the City of Anna.

2. I was advised, prior to the date of this Notice, that as a condition of my restoration to employment, I would be required to provide a written certification from my health care provider that I am able to resume working and can perform the essential functions of my job. My health care provider has reviewed documents related to my job and their certification is indicated below.

Employee's Signature:

	Date:
--	-------

Health Care Provider Information:

Health Care Provider Name:	Certification Date:
I have examined the above referenced employee and compared the employee's condition to the job duties and requirements for the position of _____. I hereby certify that he/she is fully able to resume working in that position.	

Health Care Provider's Signature:

	Date:
Printed Name:	Phone Number:

CERTIFICATION OF HEALTH CARE PROVIDER

The Following is to be Completed by the Attending Physician or Practitioner:

The information requested on this form relates only to the *serious health condition* for which the employee is requesting leave under the Family and Medical Leave Act.

Employee's Name:	Patient's Name (if different from employee)
Employee's Department:	Patient's Relationship to Employee:
Do you believe the physical presence of the employee named above is necessary or beneficial in the care of the patient? ☐ Yes ☐ No If Yes, for how long? _____	
<i>Please check the applicable category of the patient's qualifying condition.</i>	
☐ Hospital Care Admission to Hospital Date: _____ Discharge Date: _____ ☐ Acute Condition (Absence Plus Treatment) ☐ Birth of a Child Estimated Date of Delivery _____ ☐ Request for Mother ☐ Request for Father ☐ Chronic/Permanent Expected frequency of absence: _____ days per month Lasting _____ hours per absence	
1. Length of time your patient has had/will have this condition from: _____ through: _____ (keeping the employee from essential function of his/her job.) 2. Describe the <i>regimen of treatment</i> to be prescribed indicating the number of visits, general nature and duration of treatment, including referral to other provider(s) of health services. <i>Include schedule of visits or treatment, if medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week.</i> _____ _____	
Print or Type Name of Healthcare Provider _____ Signature of Healthcare Provider _____ Type of Practice _____ Street and Mailing Address _____ Telephone Number _____ FAX Number _____ Physician Signature _____ Date _____	

GARRITY WARNING

To be given to an employee by their employer during an employment investigation that requires the employee to either provide information or be discharged for refusing to provide information. If such a warning is given, the employee may object to the use of such information in a subsequent criminal proceeding on the basis that a self-incriminating statement was made under duress.

GARRITY WARNING

I wish to advise you that you are being questioned as part of an official investigation of your employer. You will be asked questions specifically, directly and narrowly related to performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the law and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you could be subject to discharge. If you do answer, neither your statement, nor any information or evidence which is gained by reason of such statement, can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent discipline.

I, _____ (employee name) agree to testify or to answer questions relating to the performance of my official duties or fitness for duty.

_____ Yes

_____ No. If “no” is selected, I am stating I refuse to testify or to answer questions relating to the performance of my official duties or fitness for duty and I am resigning my employment with the City of Anna.

Employee’s Acknowledgment:

	Date:
Printed Name:	

Human Resource Representative Acknowledgement:

	Date:
Printed Name:	

PERFORMANCE IMPROVEMENT PLAN

Employee Name:	Job Title:
Department:	Date:

Performance in need of improvement *(List the goals the employee will initiate to improve work performance, as well as an action plan for how the employee will achieve each goal. Include skill development and changes needed to meet work performance expectations):*

Goals	Action Plan
1.	
2.	
3.	

Targeted Date for Improvement:

Expected results *(List measurements, where possible):*

Projects are completed on time and within budget

Dates to review progress by the employee and supervisor:

Progress at review dates (*Use additional sheets as necessary*):

- ☐ Employee has achieved the required improvement(s) described above.
- ☐ Employee has not achieved the required improvement(s) described above.

Employee Signature:	Date:
Supervisor Signature:	Date:

APPEAL OF DISCIPLINARY ACTION FORM
(To be completed by Complainant and returned to Human Resources)

Name:	Date:
Social Security Number:	Department:

Effective Date of Action: _____

Type of Action: *(check the type of action that relates to this appeal)*

Involuntary Transfer ☐ Dismissal ☐ Suspension ☐ Demotion ☐

Were you serving a probationary or trial period at the time of the action you are appealing?

Yes ☐ No ☐

Employment status at the time of the action you are appealing?

Permanent ☐ Seasonal ☐ Temporary ☐

Describe the action taken against you and why it was not reasonable, in your opinion. Attach additional sheets, if necessary.

What remedy are you seeking?

Employee's Signature:

	Date:
--	-------

Appendix A-11

Outcome of Appeal to be recorded by Human Resources Department, below.

SUPERVISOR/DEPARTMENT HEAD

DATE

HUMAN RESOURCES ADMINISTRATOR

DATE

FORMAL GRIEVANCE FORM

(To Be Completed By Complainant)

Date: (Date of Letter) _____

To: (Employee's Supervisor) _____

Supervisor's Position: _____

From: (Name of Employee) _____

Employee Position: _____

Department: _____

Nature of Grievance: _____

Date grievance reported to Supervisor: _____

Date to be resolved: _____

SIGNED:

COMPLAINANT

DATE

FIRST STEP - SUPERVISOR / DEPARTMENT HEAD:

Date of Meeting: _____ Time: _____ Place : _____

Comments or Additional Information (Supervisor/Department Head):

SIGNED:

SUPERVISOR/DEPARTMENT HEAD

DATE

Appendix A-12

Outcome of Grievance (or reasons for failure to reach settlement) to be recorded by Supervisor or Department Head, whichever is appropriate, below.

Accepted / Not accepted by Complainant: _____

SIGNED :

_____	_____
COMPLAINANT	DATE

_____	_____
WITNESS	DATE

_____	_____
WITNESS	DATE

SECOND STEP – CITY MANAGER LEVEL

Date of Meeting: _____ Time: _____ Place : _____

Comments or Additional Information (City Manager or his/her designee):

Outcome of Grievance (or reasons for failure to reach settlement) to be recorded by Mayor or his/her designee, whichever is appropriate, below.

Accepted/Not accepted by Complainant: _____

Appendix A-12

SIGNED:

COMPLAINANT

DATE

WITNESS

DATE

WITNESS

DATE

City Manager's Printed Name: _____

CITY MANAGER'S SIGNATURE

DATE

The content of this form is Private and Confidential

EMPLOYEE REPRIMAND

(To be Completed by Employee's Supervisor or Department Head)¹

To: (Name of Employee / Position) _____

From: (Name of Supervisor / Position) _____

Department: _____

Date(s)/time period(s) of employee's conduct resulting in reprimand: _____

Summary description of employee's conduct resulting in reprimand: _____

_____ (continue on additional pages if necessary)

The conduct described above must not be repeated and further disciplinary action will result if the employee fails to show and maintain satisfactory improvement. Summary description of expected conduct and behavior:

_____ (continue on additional pages if necessary)

Date to be resolved by employee (insert date and/or circle one or more):

Date: _____ immediately / all future times / all future similar situations

SIGNED:

SUPERVISOR or DEPARTMENT HEAD

DATE (Date of Reprimand)

(Section Below to be Completed by Employee)

I understand that my signature below does not necessarily mean that I agree with this reprimand, but rather only that I was given this reprimand. I also understand that if I were to refuse to sign this reprimand, I will be subject to further discipline up to and potentially including termination.

SIGNED:

EMPLOYEE

DATE

Employee's comments (optional) _____

_____ (continue on additional pages if necessary)

¹ Note: In certain circumstances, a reprimand may be completed and signed by the City Manager.

Certification of Health Care Provider for
Family Member's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003

Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
First Middle Last

Name of family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature _____ Date _____

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

___ No ___ Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ☐ No ☐ Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? ☐ No ☐ Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? ☐ No ☐ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? ☐ No ☐ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ____ No ____ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ____ times per ____ week(s) ____ month(s)

Duration: ____ hours or ____ day(s) per episode

Does the patient need care during these flare-ups? ____ No ____ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute termination of a temporary drainage easement in the Anna Crossing Subdivision. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Anna Crossing Subdivision is a multi-phase master-planned development which continues to grow as new phases are built. During some of the earlier phases of the development, a temporary drainage easement was granted to the City within what is now Phase 8 of Anna Crossing. The temporary easement provided a public drainage way and a temporary drainage ditch from earlier phases of the development to the natural downstream discharge point in an existing creek. This drainage easement is no longer needed as public improvements have been constructed since 2017 which convey stormwater runoff into an improved underground storm system.

The temporary drainage easement was always intended to be an interim solution, which would cease to exist once the development of stormwater infrastructure in future phases was constructed. We have reached that point, and the City no longer has any use for the easement.

Now that Phase 8 of the development is under construction, it is necessary to formally abandon the temporary drainage easement. If left in place, this easement would be located on future residential lots, creating an unnecessary negative impact on the future homeowner.

Staff recommends approval of this resolution, as it authorizes the City Manager to execute the necessary documents to terminate the temporary drainage easement.

FINANCIAL IMPACT:

N / A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution as presented.

ATTACHMENTS:

1. Resolution to Abandon Drainage Easement C03029D20211020CR1

APPROVALS:

Gregory Peters, Director of Public Works
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/21/2021
Approved - 10/21/2021
Final Approval - 10/22/2021

**CITY OF ANNA, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF ANNA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE TERMINATION OF A TEMPORARY DRAINAGE EASEMENT

WHEREAS, from time to time, temporary drainage easements when such easements become unnecessary; and

WHEREAS, the City of Anna (the "City") has no drainage facilities presently located within a certain temporary drainage easement identified in the attached Exhibit A (the "Easement") and has identified no current or future need for the Easement; and

WHEREAS, the City is the sole beneficiary of the Easement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to terminate the unneeded Easement and desires to authorize the City Manager's execution of the Termination of Easement attached as Exhibit A;

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

Section 1.

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2.

The City of Anna City Council hereby approves the Termination of Easement in the form attached hereto as EXHIBIT A, incorporated herein for all purposes and authorizes the City Manager to execute same on its behalf.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT A

TERMINATION OF EASEMENT

This Termination of Easement (this "**Termination**") is made effective as of October ___, 2021, by the City of Anna, Texas, a municipal corporation (the "**City**").

RECITALS

A. Anna Town Center No. 3/WARN, Ltd., Anna Town Center No. 4/SHRP, Ltd., Anna Town Center No. 2/BRTO, Ltd. and Anna Town Center Mixed Use LLC, granted a temporary drainage easement pursuant to that certain Temporary Drainage Easement dated May 23, 2017, and recorded as Document No. 20170524000665610 of the Official Public Records of Collin County, Texas (the "**Easement**"), for the benefit of the City of Anna, Texas (the "**City**"), over and across the real property described therein.

B. The City, as the sole beneficiary under the Easement, desires to terminate the Easement.

NOW, THEREFORE, the City hereby terminates the Easement for all purposes.

IN WITNESS WHEREOF, the City has executed this Termination to be effective as of the date first set forth above.

CITY:

CITY OF ANNA, TEXAS,
a municipal corporation

By: _____
Jim Proce
Title: City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on October ___, 2021, by Jim Proce, City Manager of the City of Anna, Texas, a municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

My Commission Expires: _____

Printed/Typed Name



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Quail Creek Run Place, Phase 2, Preliminary Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

17 single-family detached lots on 3± acres, located on the west side of Quail Creek Run, 380± feet south of Taylor Boulevard. Located in the Extraterritorial Jurisdiction (ETJ).

FINANCIAL IMPACT:

N / A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommend for approval with the following conditions:

- the applicant must obtain easements for sewer access prior to submitting a final plat;
- the applicant must provide a list of street names and receive approval by Collin County GIS prior to submitting a final plat; and
- the applicant must submit conditions, covenants, and restrictions (CCR's) to the city and record at the county prior to replat approval

ATTACHMENTS:

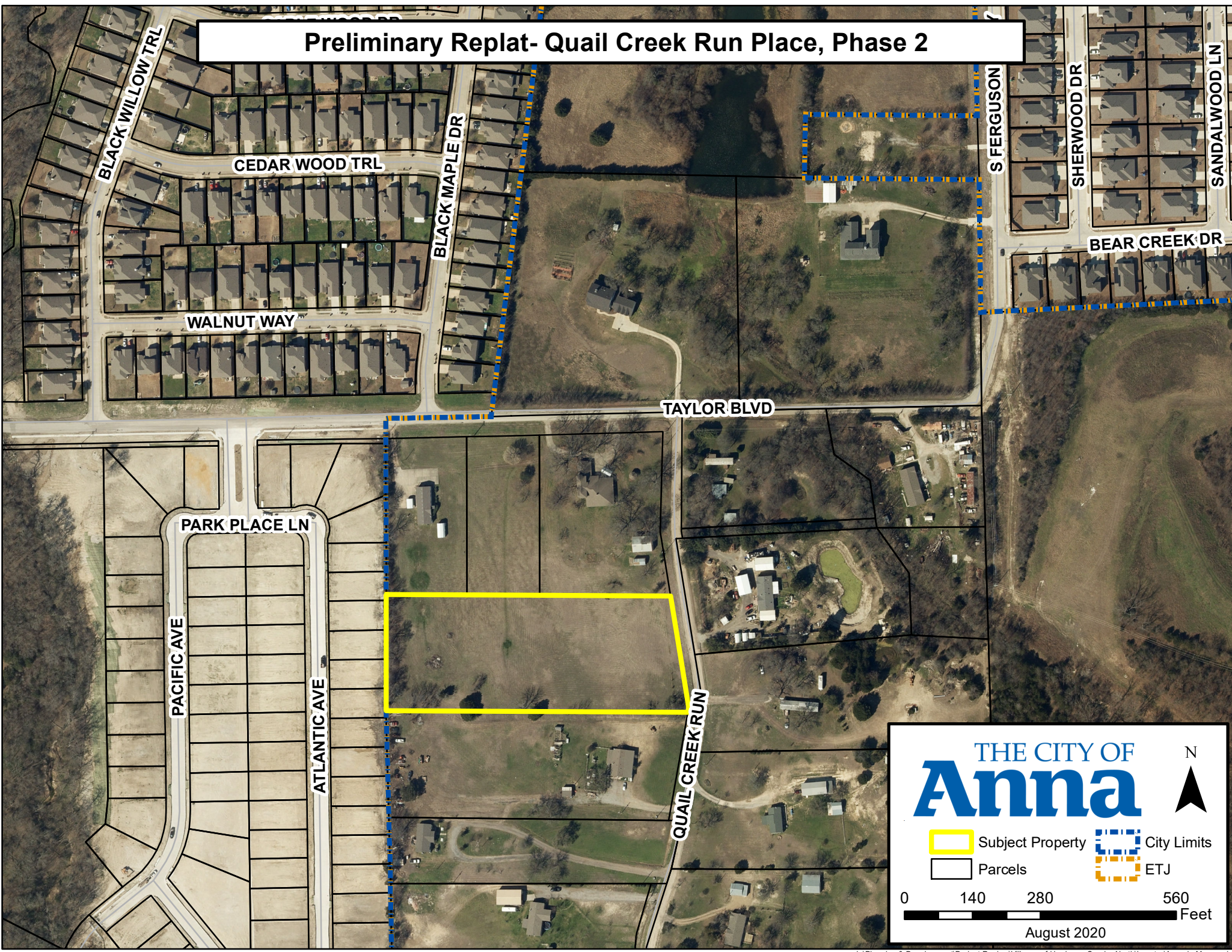
1. Agenda Map Updated
2. RESOLUTION - (RP) Quail Creek Run Place, Phase 2
3. Exhibit A (PRP) Quail Creek Run

APPROVALS:

Lauren Mecke, Planning Manager
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/20/2021
Approved - 10/20/2021
Final Approval - 10/22/2021

Preliminary Replat- Quail Creek Run Place, Phase 2



THE CITY OF

Anna

N

Subject Property

City Limits

Parcels

ETJ

0 140 280 560 Feet

August 2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING QUAIL CREEK RUN PLACE, PHASE 2, PRELIMINARY REPLAT

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulations") of the Anna City Code of Ordinances; and

WHEREAS, Damon & Tosha Douglas, has submitted an application for the approval of the Quail Creek Run Place, Phase 2, Preliminary Replat.

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

Recitals Incorporated

The recitals above are incorporated herein as if set forth in full for all purposes.

Approval of the Plat.

The City Council hereby approves the Quail Creek Run Place, Phase 2, Preliminary Replat attached hereto as Exhibit A with the following conditions:

- the applicant must obtain easements for sewer access prior to submitting a final plat; and
- the applicant must provide a list of street names and receive approval by Collin County GIS prior to submitting a final plat; and
- the applicant must submit conditions, covenants, and restrictions (CCR's) to the city and record at the county prior to replat approval.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 26th day of October 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



STATE OF TEXAS
COUNTY OF COLLIN

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS

over buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements.

and the City of Anna or any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

AN QI does hereby bind itself, its successors and assigns to forever warrant and defend, all and singular, the above-described streets, alleys, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna.

WITNESS MY HAND THIS _____ DAY OF _____, 20____

MUNYOUNG YEO

STATE OF TEXAS
COUNTY OF _____

before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared ILAN QI, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in the capacity herein stated.

Given under my hand and seal of office, this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

My commission expires: _____

STANDARD NOTES:

- A. Sidewalks shall be constructed in accordance with the city of Anna's specifications.
 - B. The developer will construct sidewalks along the front, rear and side of lots that abut collector or arterial thoroughfares or which abut perimeter streets, or where an alley is adjacent to a collector or arterial thoroughfare.
 - C. The builder on a lot will construct all other sidewalks on the front and side of lots on internal streets.
 - D. Certificates of Occupancy will not be issued until such requirements have been met.
 - E. Selling off a portion of this addition by metes and bounds description, without a replat being approved by the city of Anna, is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building certificates.
 - F. The purpose of the replat is to split 1 lot into multiple number of lots.
- G.
- 1.. Lots 1,2,3, & 4, Block A shall not have a driveway that accesses onto Quail Creek Run.
 - 2.. Lots 3 & 4, Block B shall only have access onto on R.O.W.

H. All streets within this development are private and are not dedicated for general public use and shall be maintained by the home owners association (HOA). The access easements are private and emergency access only. County will not accept R.O.W. less than 60'.

FOR REVIEW PURPOSES ONLY, NOT TO BE RECORDED
RELEASED 7/26/2021

SURVEYOR CERTIFICATE

STATE OF TEXAS

I, **Larry Turman**, Registered Professional Land Surveyor, hereby certify that I have prepared this plat from an actual on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Carrollton, Texas.

Larry Turman
Registered Professional Land Surveyor
No. 1740

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared Larry Turman, R.P.L.S. No 1740, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

My commission expires:

To the best of my knowledge, there are no liens against this property.

JUNYOUNG YEO

OWNER:
Qi Lan
Lanqi19930223@gmail.com
626-278-3767
2902 Easton Pl
Rowland Heights,
CA 91748

ENGINEER & APPLICANT:
MD MOZHARUL ISLAM, PE
CIVIL URBAN ASSOCIATES, INC.
9401 LBJ FRWY, STE#305
DALLAS, TX 75243
PH-469-226-5965
EMAIL: MMI.ENGINEERS@CUAINC.COM

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 2021, by the City council, City of Anna,
Texas.

Maryor

City Secretary

L - R SURVEYING, LLC
TBPS No. 10194623

P.O. BOX 2415
GRANDBURY, TEXAS 76048

(817) 354-1445
(817) 798-4039 CELL
surveygroup@att.net

PRELIMINARY REPLAT

OF
QUAIL CREEK RUN PLACE, PHASE 2
LOTS 1-9, 1X & 2X BLOCK A
LOTS 1-6, BLOCK B
BEING A REPLAT OF
Quail Creek Run Place, Blk A, Lot
COLLIN COUNTY, TEXAS
145,177 SF (3.32 ACRES)
QUAIL CREEK RUN
ANNA, TX 75409

NO.	DATE	REVISION
1.		
2.		
3.		



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution of Intent to Establish a City of Anna Property Assessed Clean Energy (PACE) Program and schedule a public hearing. (Director of Economic Development Joey Grisham)

SUMMARY:

On October 5, 2021, the Economic Development Department was asked by a representative of Anna Villages to consider adopting a City of Anna Texas Property Assessed Clean Energy (PACE) program. This voluntary program was approved by State legislation (Chapter 399 of the Local Government Code) and is established by local governments to facilitate the use of private capital to finance water conservation and energy efficiency projects to eligible commercial, multifamily, nonprofit, and industrial property owners.

FINANCIAL IMPACT:

There is no financial liability to the City because the City never touches the money. Property owners choose a private sector capital provider and voluntarily request that the City place a senior lien on the property for the total cost of the project. The owner commits to the City that they will pay the assessment installments and the voluntary land-secured assessment is paid off over time. The energy and/or water savings are structured to exceed the cost of the assessment, so projects are cash flow positive. The assessment is tied to the property so the repayment obligation transfers to the next property owner if the property is sold. If the property owner fails to pay, the statute says the local government collects the payment in the same process as back taxes, but this has not happened in over 130 programs throughout the State of Texas.

There is no additional staff needed as the City would adopt a professional services agreement for a third-party to administer the program. Existing Economic Development staff would manage the agreement.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing: Sustainable Anna Community Through Planned Managed Growth.

STAFF RECOMMENDATION:

Adopt the resolution of intent to create a PACE program for the City of Anna and ETJ and set the date of a public hearing.

ATTACHMENTS:

1. 2021-10 City of Anna
2. Anna - PACE Resoultion of Intent - ETJ final

APPROVALS:

Taylor Lough, Economic Development Administrator
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/20/2021
Approved - 10/20/2021
Final Approval - 10/22/2021

PACE IN TEXAS

PROGRAM OVERVIEW



City of Anna
October 26, 2021

DUB TAYLOR – COO, TEXAS PACE AUTHORITY

- Joined the Texas PACE Authority in February 2020, after 21 years as the director of the Texas State Energy Conservation Office (SECO) – part of the Texas Comptroller of Public Accounts
- Managed engineering, technical assistance and energy/water efficiency loan programs for public entities
- Prior to public service, private sector experience was focused on commercial real estate, property appraisal and property tax consulting



THE PROBLEM...

Business owners know they can save money over the long haul by investing in energy/water saving upgrades to their properties

- Even modest upgrades can be expensive
- Hard to pay those upfront costs given all their other expenses

Failing equipment is replaced on emergency, piecemeal basis at a premium cost with no systems optimization

Results in higher operating costs, lower building performance, indoor comfort challenges, lower productivity

A SOLUTION...

PACE = PROPERTY ASSESSED CLEAN ENERGY

Innovative financing tool that provides long term, low cost 100% funding for energy efficiency, water conservation and distributed generation projects

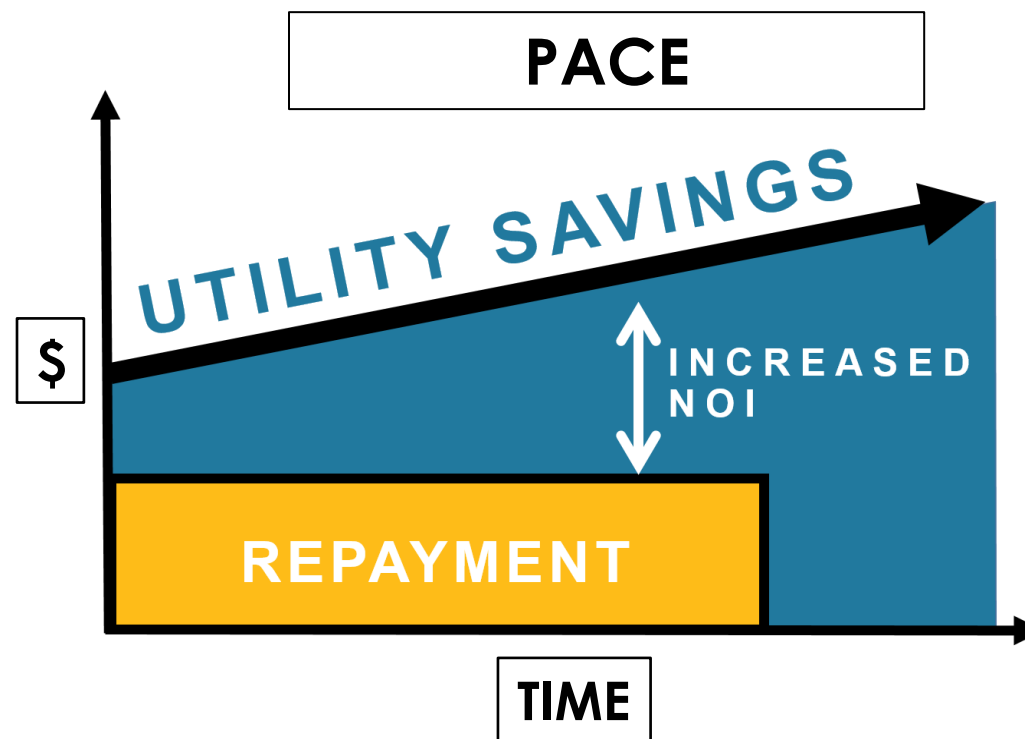
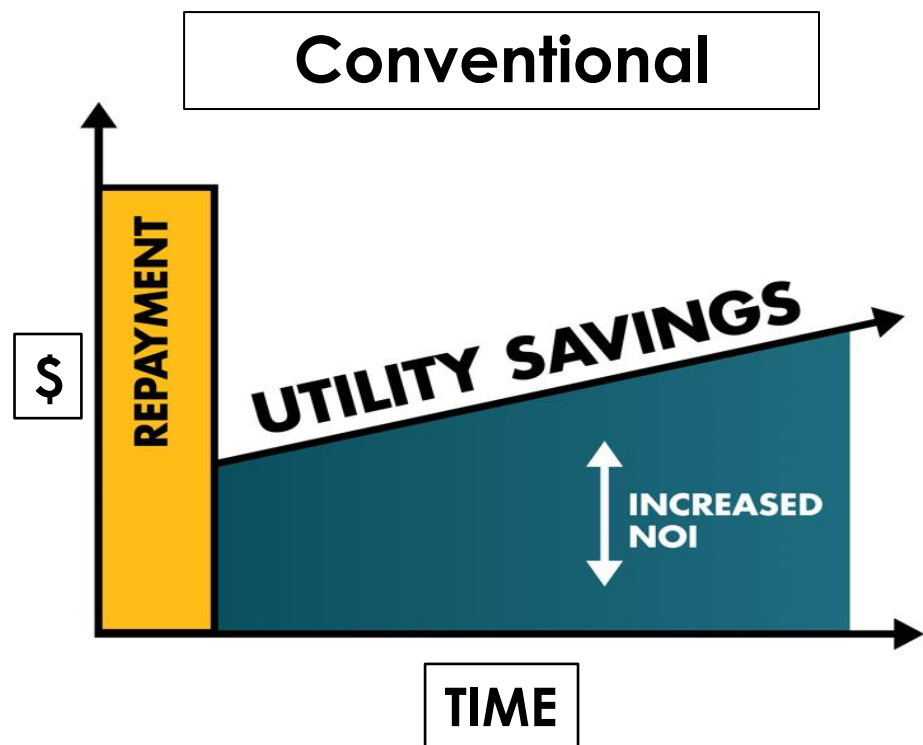
- Private financing secured by a special property assessment in place over the financing term/useful life of the improvements
 - State Authorized – Local Gov't Code 399
 - Local Government Enabled
 - Voluntary & Open Market

Eligible Property

- Commercial (including non-profit)
- Multi-family (5+ units)
- Industrial (manufacturing/agricultural)

WHY PACE?

- Improves assets – budget neutral/cashflow positive
 - Lowers utility usage/costs
 - Increases net operating income



PACE - ELIGIBLE IMPROVEMENTS

Projects that reduce energy or water usage or generate energy onsite

Energy

- High efficiency chillers, boilers, and furnaces
- Mechanical system modernization
- Air cooled systems to water or geothermal cooled systems
- Energy management systems and controls
- High efficiency lighting upgrades
- Building envelope improvements
- Combustion and burner upgrades
- Fuel switching
- Heat recovery and steam traps
- Renewable/DG energy systems

Water

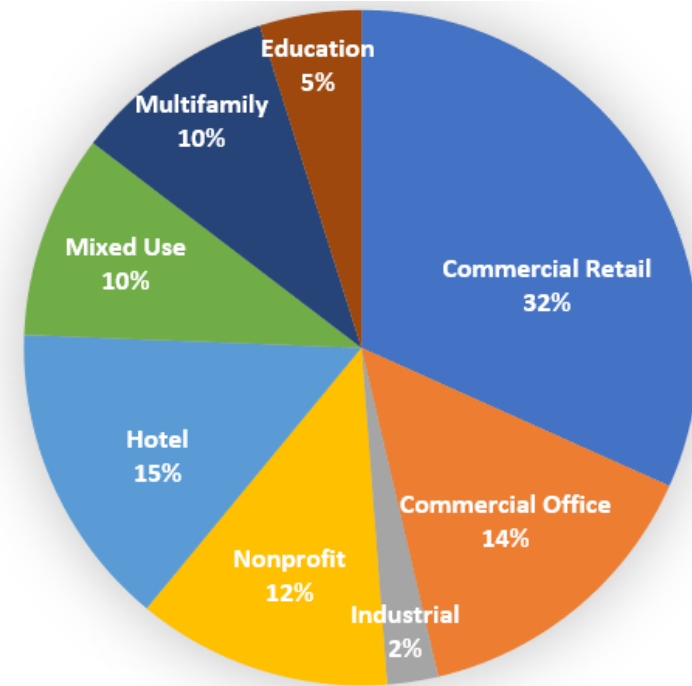
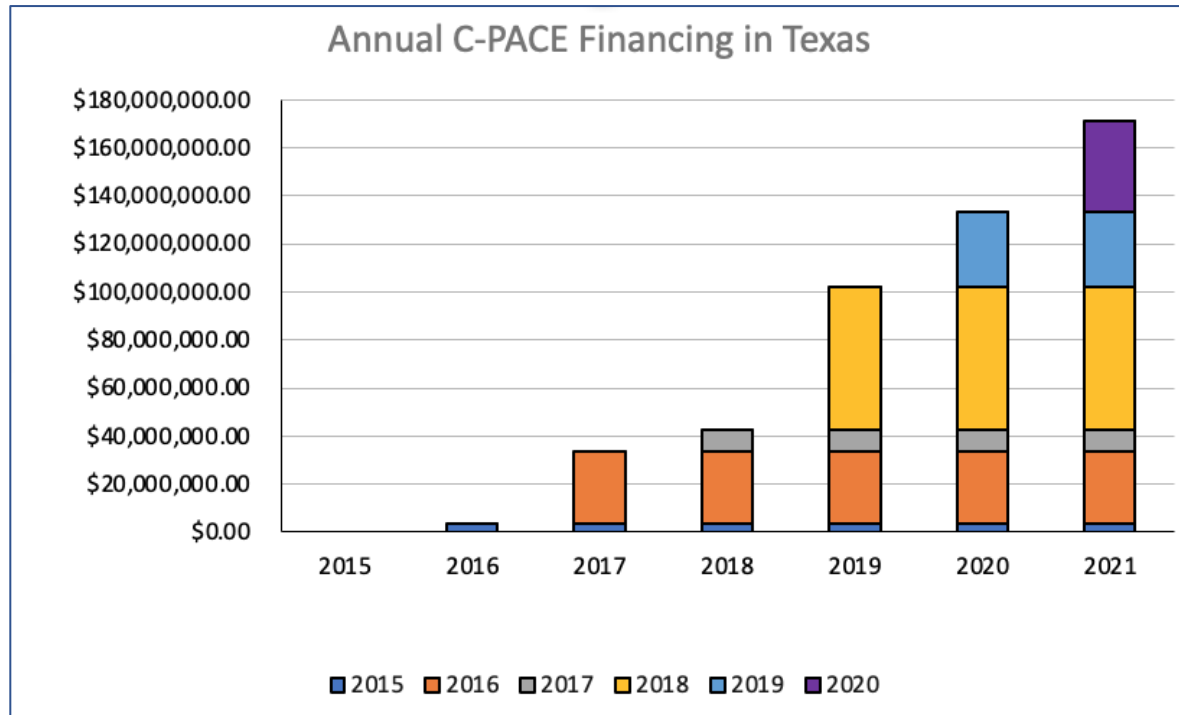
- High efficiency water heating systems
- Water conservation systems
- Wastewater recovery and reuse systems
- Alternate, on-site sources of water (A/C condensate, rainwater, RO reject water, foundation drain water, etc.)
- On-site improvements to accommodate reclaimed water use
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

PACE HELPS OVERCOME INVESTMENT BARRIERS

Investment Barrier	TX-PACE Solution
Upfront capital	No upfront capital needed
Short financing term / long ROI	Funded up to life of equipment (20 years+)
Lack of funding	100% financing – not a personal or business loan
Landlord / tenant split incentives	Can be passed to tenants
Short-term ownership	Stays with the land - is transferred upon sale

TX-PACE BY THE NUMBERS

➤ \$174 million of investment to date



MEASURE TYPE

Energy Efficiency: 55% / Water Conservation: 33% / Distributed Gen: 12%

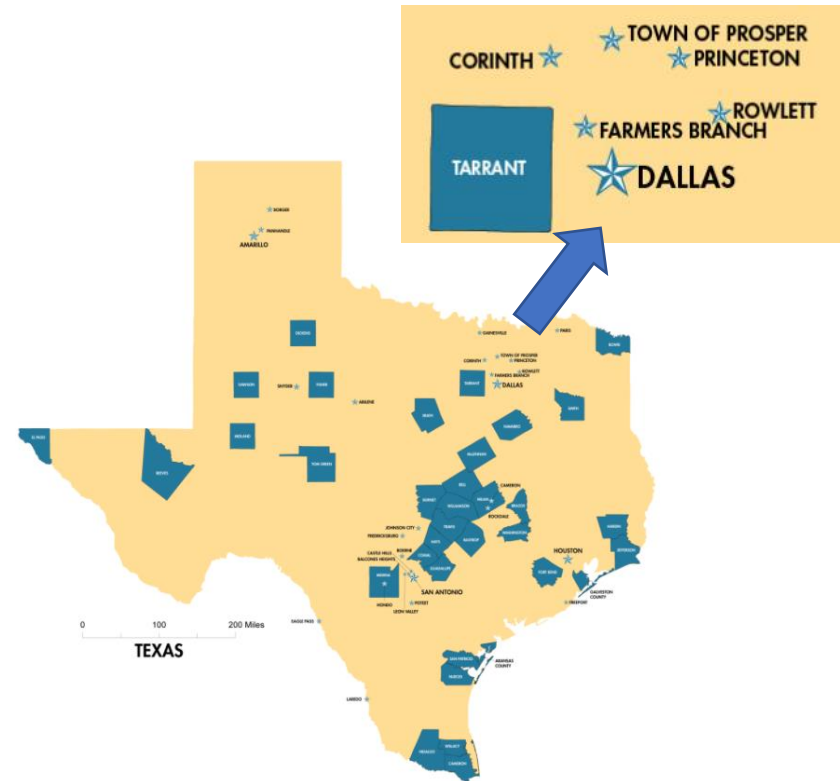
THE GROWING TX-PACE MARKET

CITIES

City of Abilene
City of Boerne
City of Castle Hills
City of Eagle Pass
City of Freeport
City of Houston
City of Laredo
City of Paris
Town of Prosper
City of San Antonio

City of Amarillo
City of Borger
City of Corinth
City of Farmers Branch
City of Gainesville
Jacinto City
City of Leon Valley
City of Poteet
City of Rockdale
City of Snyder

City of Balcones Heights
City of Cameron
City of Dallas
City of Fredericksburg
City of Hondo
Johnson City
City of Panhandle
City of Princeton
City of Rowlett



COUNTIES

Aransas County
Bowie County
Cameron County
Dickens County
Fisher County
Guadalupe County
Hidalgo County
McLennan County
Navarro County
San Patricio County
Tom Green County
Willacy County

Bastrop County
Brazos County
Comal County
El Paso County
Fort Bend County
Hardin County
Jefferson County
Midland County
Nueces County
Smith County
Travis County
Williamson County

Bell County
Burnet County
Dawson County
Erath County
Galveston County
Hays County
Medina County
Milam County
Reeves County
Tarrant County
Washington County

- 64 local PACE programs
- +60% of state population covered

LOCAL GOVERNMENT ADOPTION



MUNICIPALITY OR COUNTY

- 1) Public briefing/discussion (optional)
- 2) Post **Report** on how PACE program will work
- 3) Pass **Resolution of Intent** to establish PACE program
- 4) Public hearing (required)
- 5) Pass **Resolution to Establish** PACE program
- 6) Select administrator



Municipalities
Counties

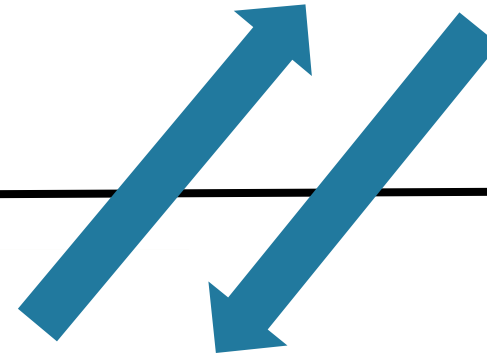


TEXAS  PACE
AUTHORITY

501(c)(3)

Governmental

Private



Capital Providers



Property Owners



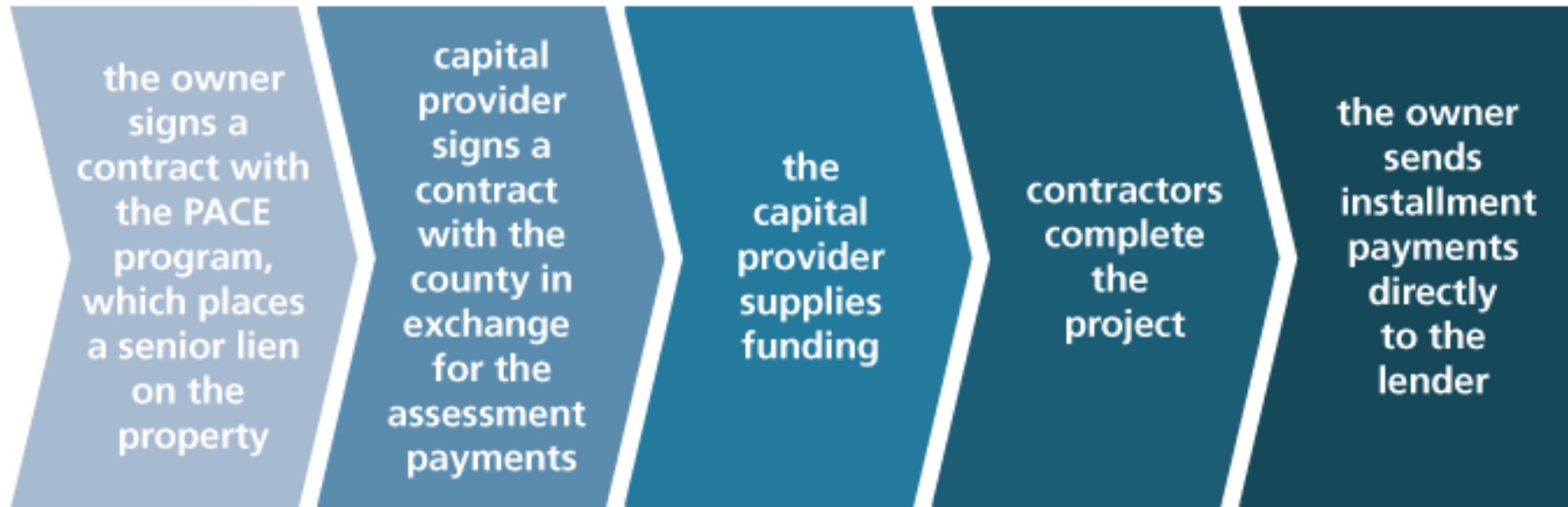
Service Providers

How It Works

A Building Owner:



If the owner, building, and project all meet PACE requirements:



UNDERWRITING METRICS

Underwriting Criteria	Guideline
Assessment to Assessed Value Ratio	≤20% of the assessed property value. Requests for a variance are evaluated on a case-by-case basis. *25% as of 1/22/2021
Savings to Investment Ratio (SIR)	≥1.0. Requests for a variance are evaluated on a case-by-case basis.
Mortgage Holder Consent	Written consent required from existing mortgage holders.

TECHNICAL STANDARDS

- **Based on Nationally Accepted Standards**

- American Society for Testing and Materials (ASTM)
- International Performance Measurement and Verification Protocol (IPMVP)
- American National Standards Institute / Building Owners and Managers Association (ANSI / BOMA)
- American Society of Heating, Refrigerating & Air-Conditioning Engineers (ASHRAE)
- National Institute of Standards and Technology (NIST)

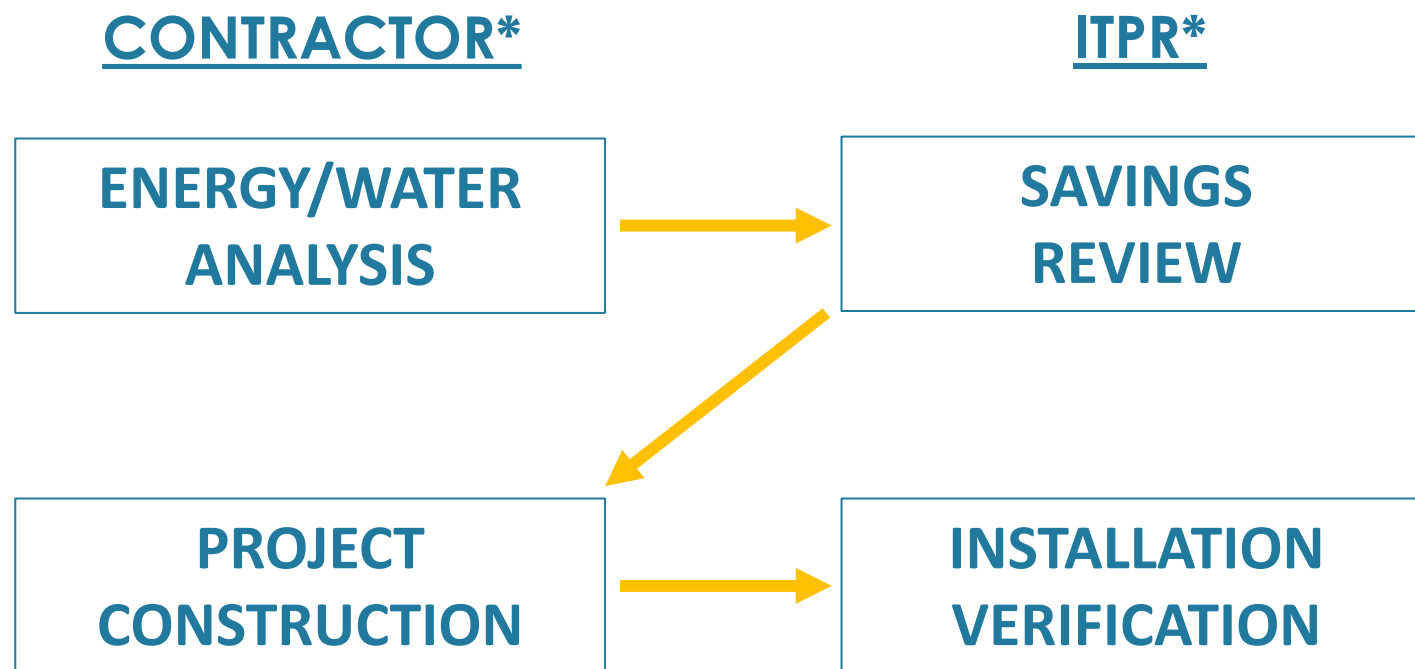
- **Independent Third Party Reviewer (ITPR) - Qualifications**

- Texas-licensed Professional Engineer with energy/water efficiency experience
- Preferred certifications: ASHRAE, AEE, Building Commissioning Association



<https://www.texaspaceauthority.org/Documents/Program%20Guide.pdf?dl=0>

THE PACE PROCESS – PROJECTS



*Owner-selects Contractor and ITPR

TX-PACE PROJECT DIVERSITY

- Urban and rural
- Office, mixed-use, non-profit, hospitality, multi-family, parking garage, retail
- Energy efficiency, water conservation, distributed generation & demand reduction/resiliency projects
- Project sizes: \$68,000 - \$24,000,000
- All received 100% financing



CONGREGATION BETH ISRAEL

Austin / Travis County



Measures:

- HVAC
- BAS controls
- Window film

Utility Incentives:

\$11,000

Assessment Total:

\$452,105

Utility Savings:

20% Annually



1225 NORTH LOOP WEST

Houston



Measures:

- HVAC
- BAS
- LED lighting

Utility Incentives:

\$30,000

Assessment Total:

\$1,304,352

Utility Savings:

38% Annually



BUTLER BROTHERS BUILDING - DALLAS



Measures:

- HVAC
- Lighting
- Insulation, roof
- Windows
- Plumbing fixtures

Incentives:

\$21 million
Historic Tax Credits

Assessment Total:

\$23.9 million

Annual Utility Savings: 40%

Electric: 6.6 million kWh

Water: 700K gallons



PEARL POINT APARTMENT HOMES

Rockport / Aransas County



PEARL POINT

ROCKPORT, TEXAS

Measures:

Above-code

- Lighting
- Plumbing fixtures
- Building envelope
 - Windows
 - Wall insulation
 - Roof insulation

Assessment Total:

\$2.75 million

Annual Utility Savings:

Electric: 926,000 kWh

Water: 3.2 million gallons



BARFIELD BUILDING

City of Amarillo

Measures:

- Ductless VRF HVAC
- Low voltage LED lighting
- Building envelope
- Water efficiency
- Domestic water heating

Historic Tax Credit financing:

\$9,050,551

Assessment Total:

\$6,471,443

Total Savings:

Electric: 73%

Gas: 79%

Water: 60%

MARRIOTT
BONVOY

THE
BARFIELD
AUTOGRAPH COLLECTION
HOTELS



PACE is a WIN-WIN-WIN (WIN-WIN)

- ✓ **Property Owners** – lower utility bills, energy independence, energy efficiency, property value increase
- ✓ **Contractors** – source of increase in business, more local hiring, best practices, keeping up with technology advancements
- ✓ **Lenders** – new loans, steady & stable process, fully collateralized, Tax Assessment lien position, improved asset value
- ✓ **State of Texas** – reduced peak demand, enhanced grid reliability, distributed generation as resilient power source, improved air quality, water resource conservation
- ✓ **Communities** – increased economic development and jobs, improved building infrastructure, more appealing building stock and plants

RESOURCES

- **Texas PACE Authority:** www.texaspaceauthority.com
- **TX-PACE Program Guide and Technical Standards**
www.texaspaceauthority.org/Documents/Program%20Guide.pdf?dl=0
- **Events and Training – (Online Contractor Training Soon!)**
www.texaspaceauthority.org/event-directory
- **Case Studies**
www.texaspaceauthority.org/resources/case-studies-marketing/
- **Service Provider Directory**
<https://www.texaspaceauthority.org/service-provider-directory/>

QUESTIONS?

Dub Taylor, COO

dub@texaspaceauthority.org



www.texaspaceauthority.org

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS GIVING NOTICE OF INTENT TO ESTABLISH A PROGRAM UNDER THE TEXAS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) ACT OF 2013 FOR THE CITY OF ANNA, AS PROVIDED BY TEXAS LOCAL GOVERNMENT CODE CHAPTER 399; AND SETTING A PUBLIC HEARING.

WHEREAS, The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a City or County, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Anna (the “City”) will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the City Council of the City of Anna, Texas (the “City Council”) finds that financing energy and water conserving projects through contractual assessments (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving water resources; and

WHEREAS, the City Council, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the City’s corporate limits and extraterritorial jurisdiction as a region within which a designated City authorized representative and the record owners of qualified real property may enter into PACE financing agreements:

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

Section 1. Recitals Incorporated.

The Recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.

Section 2. Expression of Intent to Adopt Program.

A. City hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.

B. City intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, and large

multifamily residential real property. The program is to be called Anna Property Assessed Clean Energy Program ("Anna PACE").

C. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

D. An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

E. The boundaries of the entire geographic area within City's jurisdiction, including all areas within the City's corporate limits and extraterritorial jurisdiction are the boundaries of the region where PACE financing and assessments can occur.

F. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the City's authorized representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that the City will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City will not, at this time, provide financing of any sort for the PACE program.

G. The City will contract with Texas PACE Authority, a qualified non-profit organization to be the independent third-party Authorized Representative.

H. The City will consult with the County Tax Assessor/Collector for the County of Collin.

Section 3. Report Publicly Available.

The report on the proposed PACE program prepared as provided by Tex. Local Gov't Code Sec. 399.009, is available for public inspection on the Internet website of the City of Anna and in the Economic Development Inc-Cube Office at 312 North Powell Parkway, and is incorporated in this resolution and made a part hereof for all purposes.

Section 4. Notice of Public Hearing.

The City Council will hold a public hearing on the proposed PACE program and report on November 9th at 6:30 p.m. in the Anna ISD Board Room at 201 E. 7th Street, Anna, Texas 75409.

DULY PASSED by the City Council of the City of Anna, Texas, this _____ day of _____, 2021.

ATTESTED:

Carrie L. Land
City Secretary

APPROVED:

Nate Pike
Mayor



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Annexation Cedar Ridge Estates, Phase 2. (Director of Development Services Ross Altobelli)

Consider/Discuss/Act on a Resolution approving an Agreement regarding services including a plan for municipal services regarding a 24.8± acre tract of land generally located on the south side of County Road 427, 130± east of Purdue Road. (Director of Development Services Ross Altobelli)

2) Conduct a public hearing to consider public comments regarding annexation of 24.8± acres of land into the City's corporate boundaries generally located on the south side of County Road 427, 130± east of Purdue Road.

3) Consider/Discuss/Action on an Ordinance annexing 24.8± acres generally located on the south side of County Road 427, 130± east of Purdue Road.

SUMMARY:

NICID Limited Partnership has submitted a petition to annex 24.8± acres of land located on the south side of County Road 427, 130± east of Purdue Road.

It is recommended that the City Council approve a resolution for an agreement regarding services and an ordinance regarding the request to annex the 24.8± acres of land located on the south side of County Road 427, 130± east of Purdue Road.

FINANCIAL IMPACT:

N / A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

1. Agenda Map

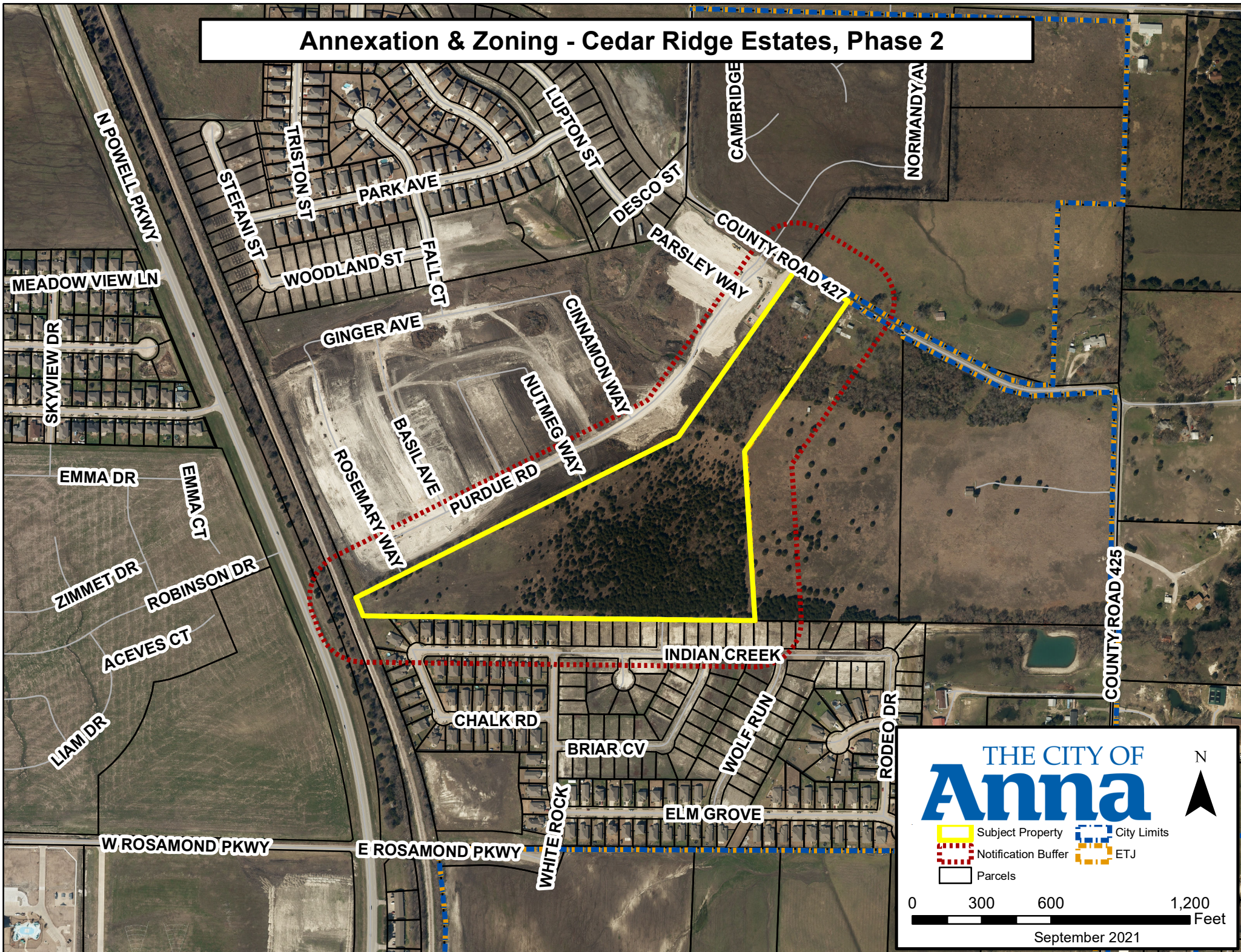
2. Resolution (Service Agreement) Cedar Ridge Estates, Ph 2 Annexation
3. Ordinance (Annexation) Cedar Ridge Estates, Ph 2
4. Exhibit A (Metes & Bounds) Cedar Ridge Estates, Phase 2
5. Exhibit B DRAFT (Service Plan-Agreement) Cedar Ridge Estates, PH 2

APPROVALS:

Lauren Mecke, Planning Manager
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/21/2021
Approved - 10/21/2021
Final Approval - 10/22/2021

Annexation & Zoning - Cedar Ridge Estates, Phase 2



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION ADOPTING A CONDITIONAL AGREEMENT REGARDING SERVICES RELATED TO ANNEXATION OF A 24.82± ACRE TRACT OF LAND

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the City of Anna, Texas (the “City”) is a Texas home-rule municipality; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a municipality to extend the boundaries of the municipality and annex areas by request of the owner(s) of the areas; and

WHEREAS, on or about September 1, 2021, the respective owners submitted a written request to the City for annexation of a tract of land into the corporate limits of the City (the “Annexation Tract”); and

WHEREAS, the Annexation Tract is 24.82 acre tract of land situated within the Josiah C. Brantley Survey, Abstract No. 114, City of Anna Extraterritorial Jurisdiction, Collin County, Texas and being the same tract of land as described in the deed to The NICD Limited Partnership recorded in Volume 5878, Page 4689 of the Deed Records of Collin County, Texas (hereafter referred to as the NICD Tract); and

WHEREAS, the Annexation Tract is described more specifically in EXHIBIT A, attached hereto; and

WHEREAS, the owners of the Annexation Tract have executed a conditional written agreement regarding municipal services to be provided by the City in accordance with Texas Local Government Code § 43.0672 (the “Conditional Agreement”) and said agreement is as set forth in EXHIBIT B, attached hereto; and

WHEREAS, the Conditional Agreement is conditioned on the City of Anna City Council (the “City Council”) adopting an ordinance annexing the Annexation Tract described above on or before the 26th day of October, 2021 and if the City Council does not adopt such ordinance on or before said date then the Conditional Agreement shall be null and void in its entirety; and

WHEREAS, the City desires to adopt and enter into the Conditional Agreement; provided, however, that the Conditional Agreement shall not require the City Council to annex the Annexation Tract;

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

SECTION 1. The recitals set forth above are hereby incorporated in this resolution as if set forth in full for all purposes.

SECTION 2. The City Council hereby approves and enters into the Conditional Agreement and authorizes the City Manager to execute said agreement on behalf of the City.

SECTION 3. This resolution shall become effective immediately upon the date and time of its adoption and it is accordingly so resolved.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS THE 26TH DAY OF OCTOBER 2021.

CITY OF ANNA, TEXAS

**NATE PIKE
MAYOR**

ATTEST:

**CARRIE L. LAND
CITY SECRETARY**

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID MUNICIPALITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID MUNICIPAL CORPORATE LIMITS AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY AS SET FORTH HEREIN; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the City of Anna, Texas (the “City”) is a Texas home-rule municipality; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a municipality to extend the boundaries of the municipality and annex areas by request of the owner(s) of the areas; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the City’s annexation of following described territory, to wit: 24.82 acre tract of land situated within the Josiah C. Brantley Survey, Abstract No. 114, City of Anna Extraterritorial Jurisdiction, Collin County, Texas and being the same tract of land as described in the deed to The NICD Limited Partnership recorded in Volume 5878, Page 4689 of the Deed Records of Collin County, Texas (hereafter referred to as the NICD Tract); and

WHEREAS, the land being annexed under this ordinance (the “Annexation Tract”) is described more specifically in EXHIBIT A, attached hereto; and

WHEREAS, the Annexation Tract is wholly located with the City’s extraterritorial jurisdiction; and

WHEREAS, on or about September 1, 2021, the respective owners of the Annexation Tract submitted a written request to the City for annexation of said tract into the corporate limits of the City and the City and said owners have entered into a written agreement regarding municipal services to be provided by the City in accordance with Texas Local Government Code § 43.0672 and said written agreement is as set forth in EXHIBIT B, attached hereto; and

WHEREAS, the City timely published notice and held a public hearing on this annexation at a duly noticed public meeting in accordance with the laws of this state;

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

SECTION 1. The recitals set forth above are hereby incorporated in this ordinance as if set forth in full for all purposes.

SECTION 2. The Annexation Tract is hereby annexed into the corporate boundary limits of the City of Anna, Collin County, Texas, and that said corporate boundary limits of the City of Anna be and the same are hereby extended to include the above described territory within the corporate limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter as set forth be entitled to all the rights and privileges of other similarly situated citizens of the City of Anna and they shall be bound by the acts, ordinances, resolutions, regulations and all other legal acts of said city.

SECTION 3. The official map and boundaries of the City of Anna are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's extraterritorial jurisdiction resulting from such annexation and the City Manager is directed to take all actions necessary to make said changes to the official boundary map of the City.

SECTION 4. The City Secretary is hereby directed to file a certified copy of this ordinance and the amended official boundary map referenced in Section 3 with the with the County Clerk of Collin, Texas and the Texas Comptroller's Office.

SECTION 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this ordinance shall be enforced as written.

SECTION 6. All ordinances and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION 7. This ordinance shall become effective immediately upon the date and time of its adoption and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS THE 26TH DAY OF OCTOBER 2021.

CITY OF ANNA, TEXAS

NATE PIKE, MAYOR

ATTEST:

CARRIE L. LAND, CITY SECRETARY

EXHIBIT A

BEING a 24.82 acre tract of land situated within the Josiah C. Brantley Survey, Abstract No. 114, City of Anna Extraterritorial Jurisdiction, Collin County, Texas and being the same tract of land as described in the deed to The NICD Limited Partnership recorded in Volume 5878, Page 4689 of the Deed Records of Collin County, Texas (hereafter referred to as the NICD Tract). Said 24.82 acre tract of land surveyed on the ground in August of 2021 under the direction and supervision of Robert A. Hansen, Registered Professional Land Surveyor No. 6439 (the Basis of Bearings is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, North Central Zone) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found at the northeast corner of said NICD Tract, from which a found 1/2-inch iron pipe bears SOUTH 42 degrees 25 minutes 13 seconds WEST, 7.97 feet, and a 1/2-inch capped iron rod stamped "PRECISE LAND SURV." found at an angle point in the north line of a called 17.268 acre tract of land as described in the deed to TEX PROPERTIES GROUP, LLC recorded under Document No. 20200205000166180 of the Official Public Records of Collin County, Texas bears SOUTH 58 degrees 44 minutes 50 seconds EAST, 104.54 feet, and being on the southwest right of way line of County Road 427, a generally recognized variable width public right of way, no recording document found;

THENCE SOUTH 35 degrees 31 minutes 39 seconds WEST, 771.65 feet with the common line of said NICD Tract and said called 17.268 acre tract of land to a 3-inch steel fence corner post found at a re-entrant corner of said NICD Tract and common with a salient corner of said 17.268 acre tract of land;

THENCE SOUTH 02 degrees 58 minutes 10 seconds EAST, 734.21 feet with the common line of said NICD Tract and said called 17.268 acre tract of land to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set at the south common corner of said NICD Tract and said called 17.268 acre tract of land, being on the north line of Block B of Sweetwater Crossing, Phase II recorded under Document No. 20200512010001640 of said Official Public Records, from which a 1/2-inch capped iron rod stamped "SGL PLS 3664" found at the north common corner of Lots 22R and 21R of said Block B bears SOUTH 89 degrees 11 minutes 00 seconds EAST, 3.09 feet;

THENCE NORTH 89 degrees 11 minutes 00 seconds WEST, 1,695.63 feet with the south line of said NICD Tract, common with the north line of said Block B and the north line of Block F of Sweetwater Crossing recorded under Document No. 20051208001724030 of said Official Public Records to a 1/2-inch iron rod found on the east right of way line of the Dallas Area Rapid Transit, a 100-foot right of way, as described in the deed recorded in Volume 5443, Page 5532 of said Deed Records;

THENCE NORTH 22 degrees 08 minutes 45 seconds WEST, 93.89 feet with the east right of way line of said Dallas Area Rapid Transit to a 3/8-inch iron rod found at the west common corner of said NICD Tract and a called 48.004 acre tract of land as described in the deed to COOPERZADEH II, LLC recorded under Document No. 20170214000201010 of said Official Public Records;

THENCE NORTH 63 degrees 45 minutes 09 seconds EAST, 1,558.85 feet with the northwest line of said NICD Tract, common with the southeast line of said called 48.004 acre tract of land to a 1/2-

inch iron rod found at a re-entrant corner of said NICD Tract, common with a salient corner of said called 48.004 acre tract of land;

THENCE NORTH 35 degrees 47 minutes 48 seconds EAST, 868.35 feet with the northwest line of said NICD Tract, common with the southeast line of said called 48.004 acre tract of land to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set at the northwest corner of said NICD Tract and being on the southwest right of way line of said County Road 427;

THENCE SOUTH 58 degrees 35 minutes 13 seconds EAST, 275.57 feet with the southwest right of way line of said County Road 427 to the POINT OF BEGINNING, containing 24.82 acres (1,081,284± square feet).

EXHIBIT B

AGREEMENT REGARDING SERVICES

This Agreement Regarding Services (this “Agreement” or “Service Plan”) is entered into this 26th day of October, 2021 by and between NICID Limited Partnership, and the City of Anna, Texas a home rule municipality.

SUBJECT PROPERTY

The real property that is the subject of this Service Plan is described as follows:

Cedar Ridge Estates, Phase 2. 24.8± acres located on the south side of County Road 427, 130± east of Purdue Road

AGREEMENT CONDITIONED ON ANNEXATION

This Agreement is conditioned on the City of Anna City Council adopting an ordinance annexing the Subject Property described above on or before the 27th day of July, 2021. If the City Council does not adopt such ordinance on or before said date then this Agreement shall be null and void in its entirety. Nothing in this Agreement shall require the City Council to annex the Subject Property.

POLICE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Police Department will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

FIRE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Fire Department will provide fire protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

EMERGENCY MEDICAL SERVICES

On the effective date of annexation, the City of Anna, Texas, through its contract with Collin County or another service provider, will provide emergency medical services to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

SOLID WASTE COLLECTION

On the effective date of annexation, the City of Anna, Texas, through its contract with CARDS Dallas, Inc. or another service provider, will provide solid waste collection to residents and businesses in the newly annexed area (to the extent that the service provider has access to the area to be serviced) at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area. Such service will be provided in accordance with existing City policies and Ordinances, and only upon payment of any required deposits and the agreement to pay lawful service fees and charges for solid waste collection. Solid waste collection through a subscription with the City's solid waste franchisee is mandatory for City of Anna residents and businesses operating within the city limits unless provided for otherwise by ordinance.

WATER AND WASTEWATER FACILITIES

On the effective date of annexation, any and all water or wastewater facilities owned by the City of Anna, Texas at the time of annexation shall be maintained and operated by the City of Anna, Texas. Of such facilities, the City will maintain the main water transmission and wastewater collection lines. All water and wastewater service lines from the building to the easement or right-of-way line, shall be maintained by the property owner served by the service connection.

Residents and owners of property in newly annexed areas that are located within the City's water or wastewater CCN will be offered water and wastewater service in accordance with City policies and ordinances in existence at the time of annexation or as may be amended from time-to-time by the City Council. Generally, these ordinances state that the landowner or customer must bear the cost of construction of water and wastewater system facilities to a point where suitable connection to the existing system can be made and service to the customer can be provided. All water and wastewater facilities designed to connect to the City's existing system must be approved by the City and meet all City zoning, subdivision, and other development ordinances and requirements.

ROADS AND STREETS

On the effective date of annexation, any and all existing public roads or streets in the newly annexed area which have been dedicated to Collin County, Texas or to the City of Anna, Texas, or which are owned by the City of Anna, Texas shall be maintained to the same degree and extent that other roads and streets are maintained in areas of the City with similar topography land use and population density. Specific maintenance activities are determined by available funding and the need for maintenance as determined by the City. The City is not obligated to maintain any portion of a private road or street. Any and all lighting of roads and streets which may be positioned in a public right of way, roadway or utility company easement shall be maintained by the applicable utility company servicing that area of the City of Anna, Texas pursuant to the rules regulations and fees of such utility.

An owner of land within the newly annexed area that desires to develop said property will be required pursuant to the ordinances of the City of Anna, Texas to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Anna, Texas.

PARKS PLAYGROUNDS AND SWIMMING POOLS OR ANY OTHER PUBLICLY OWNED FACILITY BUILDING OR SERVICE

The City Council of the City of Anna, Texas is not aware of the existence of any public parks, public playgrounds, public swimming pools, or any other publicly owned facility, building or service now located in the area proposed for annexation. In the event any such parks, playgrounds, swimming pools, or any other public facilities, buildings or services do exist and are public facilities, the City of Anna, Texas will maintain such areas upon annexation to the same extent and degree that it maintains public parks, public playgrounds, public swimming pools, other public facilities buildings or services and other similar areas of the City now incorporated in the City of Anna, Texas.

To the extent that it becomes necessary because of development demands population growth or a bona fide need, the City Council of the City of Anna, Texas will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

OTHER MUNICIPAL SERVICES

Following annexation by the City of Anna, Texas, the City will provide code enforcement, planning, and animal control services to the newly annexed area, to the extent such services are funded in the annual budget and provided by the City within its full-purpose boundaries. In addition, the City will provide other municipal services that the City may from time to time provide to other similarly situated areas within the City's corporate limits. The services referenced in this paragraph will be provided to the newly annexed area at

the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

CONSTRUCTION OF CAPITAL IMPROVEMENTS

The City Council of the City of Anna, Texas finds and determines it may be necessary to acquire or construct specific capital improvements for the purposes of providing full municipal services to the newly annexed area. These capital improvements shall be constructed as part of the development of the property and may be eligible for impact fee reimbursement. Subject to the foregoing, the City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of service which exists in and is presently being administered to other areas already incorporated in the City of Anna, Texas with the same or similar topography, land use and population density.

SPECIFIC FINDINGS

The City Council of the City of Anna, Texas finds and determines that this Service Plan will not provide any fewer services and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process. Furthermore, the City Council of the City of Anna, Texas finds and determines that the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of Anna, Texas. Consequently because of the differing characteristics of topography, land use, and population density the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Anna, Texas. These differences are specifically dictated because of differing characteristics of the property. The City of Anna, Texas will undertake to perform consistent with this contract so as to provide this newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Anna, Texas who reside in areas of similar topography, land use and population density.

AMENDMENTS

This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.

Owner(s):

NICID LP
a Texas Limited Partnership

By: NICID LP
a Texas Limited Partnership
Its Manager

By: _____
Name: _____
Title: Manager

IN WITNESS WHEREOF:
STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____ as owner of _____.

Notary Public, State of Texas

City of Anna:

By: _____
Name: Jim Proce
Title: City Manager

IN WITNESS WHEREOF:
STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 27th day of July, 2021, by Jim Proce
as representative of the City of Anna.

Notary Public, State of Texas



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Zoning Cedar Ridge Estates, Phase 2. (Director of Development Services Ross Altobelli)

- 1) Conduct a public hearing to consider public comments regarding the request to zone 24.8± acres located on the south side of County Road 427, 130± east of Purdue Road to Single-Family Residential District (SF-72).
- 2) Consider/Discuss/Action on an Ordinance regarding the request to zone 24.8± acres located on the south side of County Road 427, 130± east of Purdue Road to Single-Family Residential District (SF-72).

SUMMARY:

The applicant is requesting to zone the subject property in order to allow for single-family residences. The Single-Family Residential District (SF-72) is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located in proximity to agricultural and single-family residential uses. The applicant is not requesting to vary from any of the City of Anna adopted regulations.

The requested zoning is in harmony with the surrounding single-family zoning districts and the request is in conformance with the Future Land Use Plan, elements of the City of Anna Strategic Plan, and Anna 2050 Comprehensive Plan. For these reasons, staff is in support of the zoning request.

The Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval subject to approval of the annexation petition.

ATTACHMENTS:

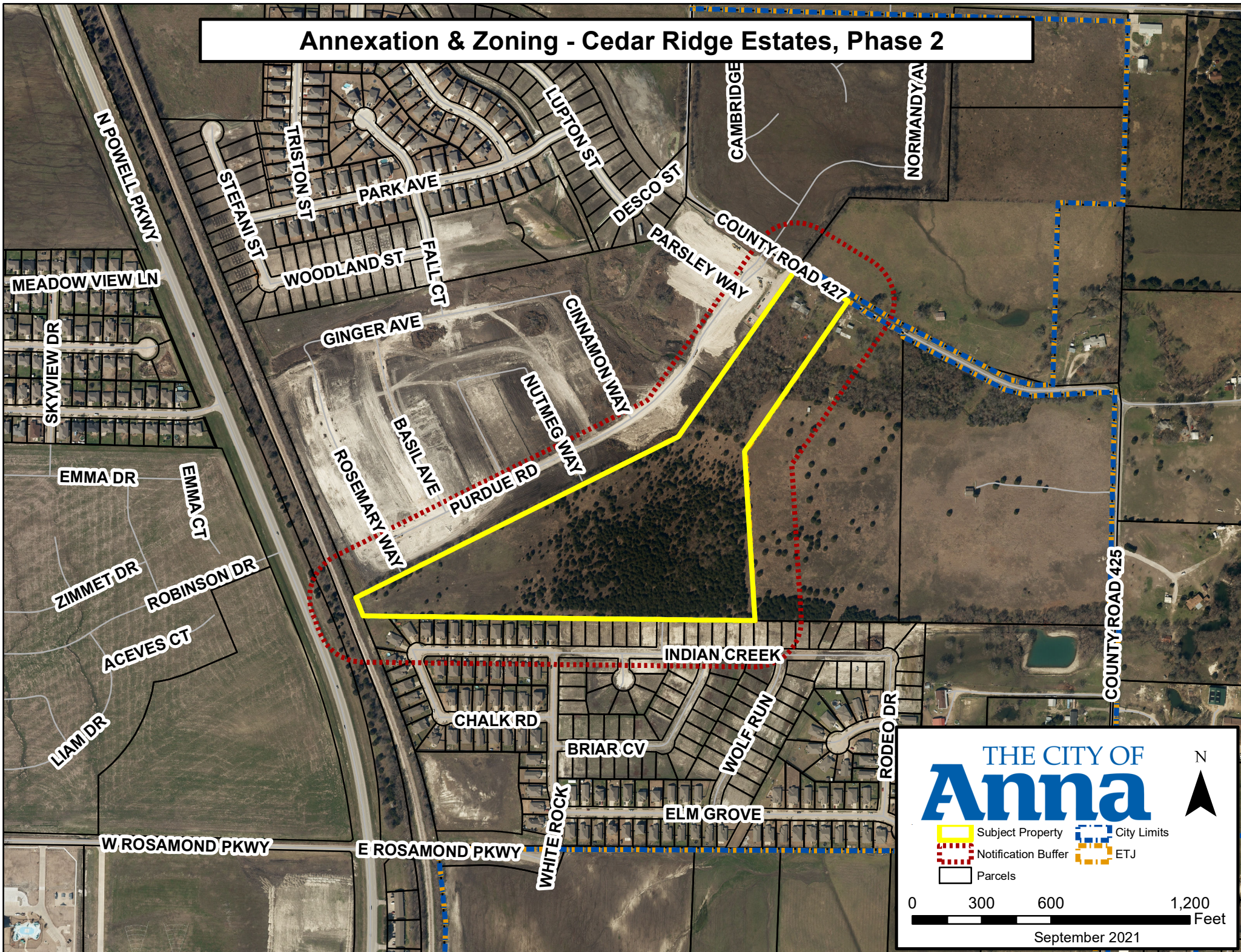
1. Agenda Map
2. Ordinance - (Zoning) Cedar Ridge Estates Phase 2
3. Exhibit A (ZE) Cedar Ridge Estates, Phase 2
4. Exhibit B (Metes & Bounds) Cedar Ridge Estates, Phase 2
5. PZ Write-up (Cedar Ridge Estates PH 2)
6. Zoning Case Response - Romero

APPROVALS:

Lauren Mecke, Planning Manager
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/20/2021
Approved - 10/20/2021
Final Approval - 10/22/2021

Annexation & Zoning - Cedar Ridge Estates, Phase 2



CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located on the south side of County Road 427, 130± feet east of Purdue Road.)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a request for zoning from NICID Limited Partnership on Property described in Exhibit A and Exhibit B ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located on the south side of County Road 427, 130± feet east of Purdue Road to Single-Family Residential District (SF-72); and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

The above recitals are incorporated herein by reference for all purposes.

Section 2. Zoning Change

The Anna City Code of Ordinances are hereby amended by establishing the zoning of the Property described in Exhibit A and Exhibit B to Single-Family Residential District (SF-72) zoning.

Section 3. **Official Zoning Map**

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. **Savings, Repealing and Severability Clauses**

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 5. **Penalty**

Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed \$2,000 for each incidence of violation. Each day a violation exists is considered a separate offense and will be punished separately.

Section 6. **Publication of the Caption and Effective Date**

This ordinance shall be effective upon its passage by the City Council, approval by the Mayor, and posting and/or publication, if required by law, of its caption. The City Secretary is hereby authorized and directed to implement such posting and/or publication.

PASSED by the City Council of the City of Anna, Texas this 26th day of October 2021.

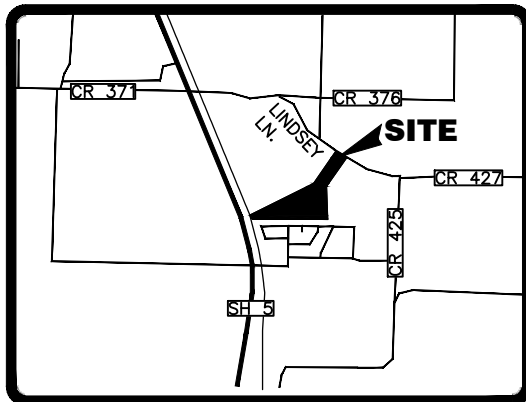
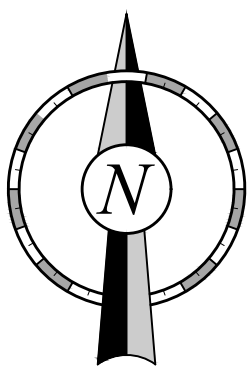
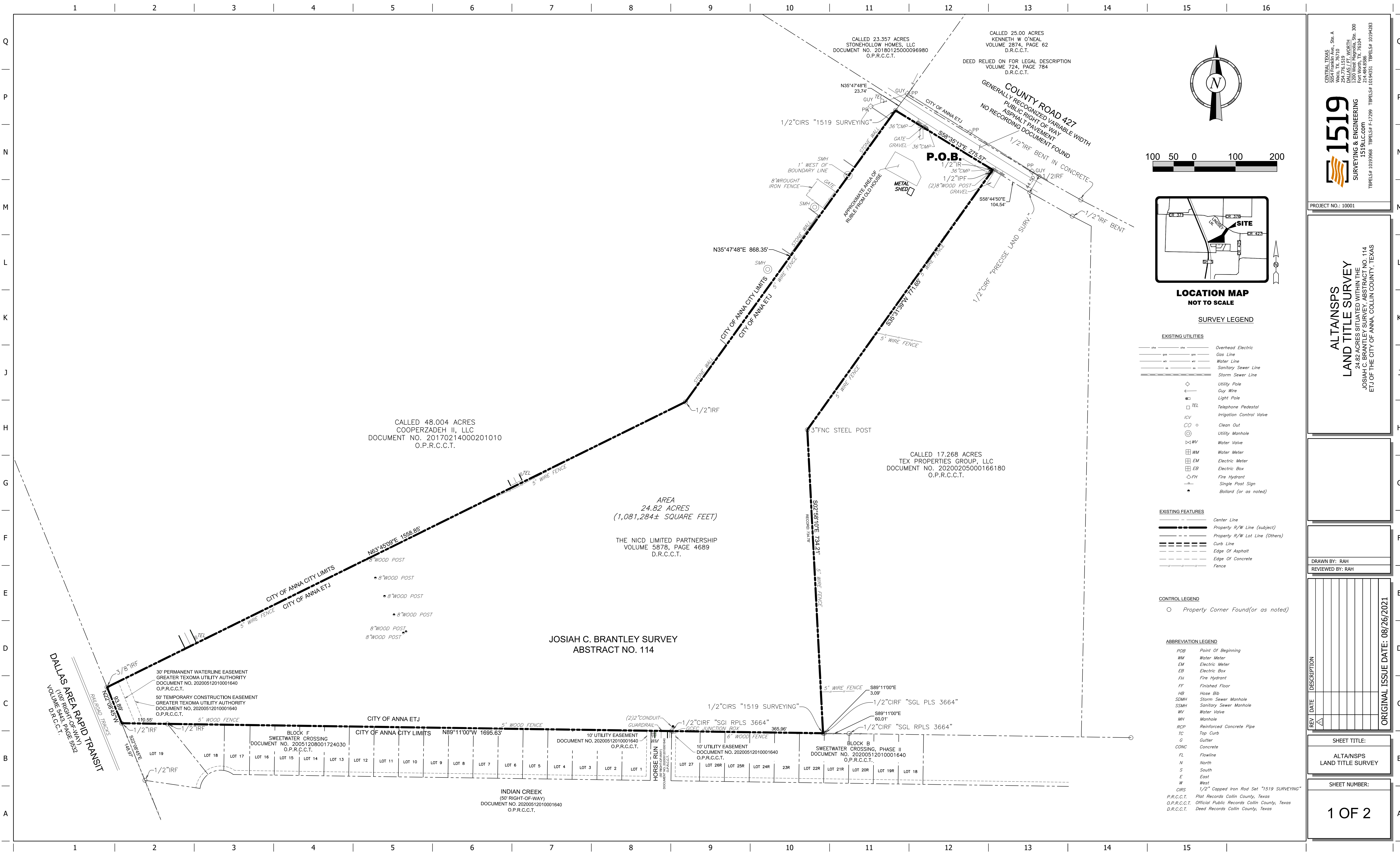
ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT A
PAGE 1 OF 2



LOCATION MAP
NOT TO SCALE

SURVEY LEGEND

EXISTING UTILITIES

- Overhead Electric
- Gas Line
- Water Line
- Sanitary Sewer Line
- Storm Sewer Line
- Utility Pole
- Guy Wire
- Light Pole
- Telephone Pedestal
- Irrigation Control Valve
- Clean Out
- Utility Manhole
- Water Valve
- Water Meter
- Electric Meter
- Electric Box
- Fire Hydrant
- Single Post Sign
- Bollard (or as noted)

EXISTING FEATURES

- Center Line
- Property R/W Line (subject)
- Property R/W Lot Line (Others)
- Curb Line
- Edge Of Asphalt
- Edge Of Concrete
- Fence

CONTROL LEGEND

- Property Corner Found(or as noted)

ABBREVIATION LEGEND

- PGB Point Of Beginning
- WM Water Meter
- EM Electric Meter
- EB Electric Box
- FH Fire Hydrant
- FF Finished Floor
- HB Hose Bld
- SMWH Storm Sewer Manhole
- SSMH Sanitary Sewer Manhole
- WV Water Valve
- MH Manhole
- RCP Reinforced Concrete Pipe
- TC Top Curb
- G Gutter
- CONE Concrete
- FL Flowline
- N North
- S South
- E East
- W West
- CIRS 1/2" Capped Iron Rod Set "1519 SURVEYING"
- P.R.C.C.T. Plot Records Collin County, Texas
- O.P.R.C.C.T. Official Public Records Collin County, Texas
- D.R.C.C.T. Deed Records Collin County, Texas

CENTRAL TEXAS
5054 Franklin Ave., Ste. A
Waco, TX, 76710
DALLAS / FT. WORTH
1200 West Magnolia, Ste. 300
DALLAS, TX, 75204
214.484.8886
1519LLC.COM
TBPELS# 10039068 TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10194283

1519
SURVEYING & ENGINEERING

PROJECT NO.: 10001

ALTANSPS
LAND TITLE SURVEY
24.82 ACRES SITUATED WITHIN THE
JOSIAH C. BRANTLEY SURVEY ABSTRACT NO. 114
ETJ OF THE CITY OF ANNA, COLLIN COUNTY, TEXAS

DRAWN BY: RAH
REVIEWED BY: RAH

REV	DATE	DESCRIPTION
1	08/26/2021	ORIGINAL

SHEET TITLE:

ALTANSPS
LAND TITLE SURVEY

SHEET NUMBER:

1 OF 2

LEGAL DESCRIPTION OF PROPERTY

BEING a 24.82 acre tract of land situated within the Josiah C. Brantley Survey, Abstract No. 114, City of Anna Extraterritorial Jurisdiction, Collin County, Texas and being the same tract of land as described in the deed to The NICD Limited Partnership recorded in Volume 5878, Page 4689 of the Deed Records of Collin County, Texas (hereafter referred to as the NICD Tract). Said 24.82 acre tract of land surveyed on the ground in August of 2021 under the direction and supervision of Robert A. Hansen, Registered Professional Land Surveyor No. 6439 (the Basis of Bearings is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, North Central Zone) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found at the northeast corner of said NICD Tract, from which a found 1/2-inch iron pipe bears SOUTH 42 degrees 25 minutes 13 seconds WEST, 7.97 feet, and a 1/2-inch capped iron rod stamped "PRECISE LAND SURV." found at an angle point in the north line of a called 17.268 acre tract of land as described in the deed to TEX PROPERTIES GROUP, LLC recorded under Document No. 20200205000166180 of the Official Public Records of Collin County, Texas bears SOUTH 58 degrees 44 minutes 50 seconds EAST, 104.54 feet, and being on the southwest right of way line of County Road 427, a generally recognized variable width public right of way, no recording document found;

THENCE SOUTH 35 degrees 31 minutes 39 seconds WEST, 771.65 feet with the common line of said NICD Tract and said called 17.268 acre tract of land to a 3-inch steel fence corner post found at a re-entrant corner of said NICD Tract and common with a salient corner of said 17.268 acre tract of land;

THENCE SOUTH 02 degrees 58 minutes 10 seconds EAST, 734.21 feet with the common line of said NICD Tract and said called 17.268 acre tract of land to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set at the south common corner of said NICD Tract and said called 17.268 acre tract of land, being on the north line of Block B of Sweetwater Crossing, Phase II recorded under Document No. 20200512010001640 of said Official Public Records, from which a 1/2-inch capped iron rod stamped "SGL PLS 3664" found at the north common corner of Lots 22R and 21R of said Block B bears SOUTH 89 degrees 11 minutes 00 seconds EAST, 3.09 feet;

THENCE NORTH 89 degrees 11 minutes 00 seconds WEST, 1,695.63 feet with the south line of said NICD Tract, common with the north line of said Block B and the north line of Block F of Sweetwater Crossing recorded under Document No. 20051208001724030 of said Official Public Records to a 1/2-inch iron rod found on the east right of way line of the Dallas Area Rapid Transit, a 100-foot right of way, as described in the deed recorded in Volume 5443, Page 5532 of said Deed Records;

THENCE NORTH 22 degrees 08 minutes 45 seconds WEST, 93.89 feet with the east right of way line of said Dallas Area Rapid Transit to a 3/8-inch iron rod found at the west common corner of said NICD Tract and a called 48.004 acre tract of land as described in the deed to COOPERZADEH II, LLC recorded under Document No. 20170214000201010 of said Official Public Records;

THENCE NORTH 63 degrees 45 minutes 09 seconds EAST, 1,558.85 feet with the northwest line of said NICD Tract, common with the southeast line of said called 48.004 acre tract of land to a 1/2-inch iron rod found at a re-entrant corner of said NICD Tract, common with a salient corner of said called 48.004 acre tract of land;

THENCE NORTH 35 degrees 47 minutes 48 seconds EAST, 868.35 feet with the northwest line of said NICD Tract, common with the southeast line of said called 48.004 acre tract of land to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set at the northwest corner of said NICD Tract and being on the southwest right of way line of said County Road 427;

THENCE SOUTH 58 degrees 35 minutes 13 seconds EAST, 275.57 feet with the southwest right of way line of said County Road 427 to the POINT OF BEGINNING, containing 24.82 acres (1,081,284± square feet).

NOTES

- ALL BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), TEXAS NORTH CENTRAL ZONE (4202).
- AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR COLLIN COUNTY, TEXAS, PER MAP NUMBER 48085C0160J DATED JUNE 02, 2009 PANEL 160 OF 600, THE SURVEYED PROPERTY IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN FILE NO. 21-608869-MM OF FIRST NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JUNE 30, 2021, ISSUED JULY 20, 2021. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

TITLE COMMITMENT FILE NO. 21-608869 SCHEDULE "B" ITEM 10.

THE FOLLOWING ITEMS ARE TAKEN VERBATIM PER SAID TITLE COMMITMENT WITH THE EXCEPTION OF THOSE SURVEYOR NOTES BOLDED BELOW.

- f. Easement created in instrument executed by Bobby McCartney to South Grayson Water supply Corporation, dated February 24, 1978, filed July 20, 1978, recorded in Volume 1122, Page 203, Real Property Records, Collin County, Texas.

SURVEYOR NOTE: BASED ON THE DESCRIPTION CONTAINED IN THE RECORD DOCUMENT THIS ITEM APPEARS TO BE A BLANKET EASEMENT AND AFFECTS THE SURVEYED PROPERTY.

- g. Easement created in instrument executed by NICID Limited Partnership to Greater Texoma Utility Authority, dated June 20, 2006, filed July 19, 2006, recorded in Clerk's No. 20060719001007530, Real Property Records, Collin County, Texas.

SURVEYOR NOTE: BASED ON THE DESCRIPTION CONTAINED IN THE RECORD DOCUMENT THIS ITEM AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON.

SURVEYOR'S CERTIFICATE

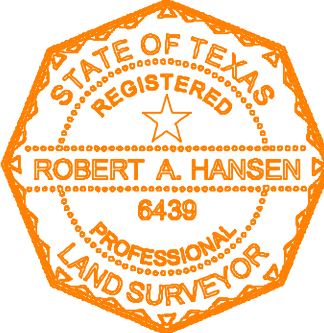
TO: FIRST NATIONAL TITLE INSURANCE COMPANY
VLMC, INC.

THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 8 & 11b OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON 08/24/2021.

DATE OF PLAT OR MAP: 08/26/2021


ROBERT A. HANSEN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6439
email: robert.hansen@1519llc.com



CENTRAL TEXAS
5054 Franklin Ave., Ste. A
Waco, TX 76710
1519LLC.COM
DALLAS / FT. WORTH
1200 West Magnolia, Ste. 300
Dallas, TX 75204
214.468.8586
TBPELS# 10194351 TBPELS# 10194351



PROJECT NO.: 10001

ALTANSPS
LAND TITLE SURVEY
24.82 ACRES SITUATED WITHIN THE
JOSIAH C. BRANTLEY SURVEY ABSTRACT NO. 114
ETJ OF THE CITY OF ANNA, COLLIN COUNTY, TEXAS

DRAWN BY: RAH
REVIEWED BY: RAH

REV	DATE	DESCRIPTION
1	08/26/2021	ISSUED FOR PERMIT
2	08/26/2021	ISSUED FOR PERMIT
3	08/26/2021	ISSUED FOR PERMIT
4	08/26/2021	ISSUED FOR PERMIT
5	08/26/2021	ISSUED FOR PERMIT
6	08/26/2021	ISSUED FOR PERMIT
7	08/26/2021	ISSUED FOR PERMIT
8	08/26/2021	ISSUED FOR PERMIT
9	08/26/2021	ISSUED FOR PERMIT
10	08/26/2021	ISSUED FOR PERMIT
11	08/26/2021	ISSUED FOR PERMIT
12	08/26/2021	ISSUED FOR PERMIT
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28	08/26/2021	ISSUED FOR PERMIT
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100	08/26/2021	ISSUED FOR PERMIT

ORIGINAL ISSUE DATE: 08/26/2021

SHEET TITLE:
ALTA/NSPS
LAND TITLE SURVEY

SHEET NUMBER:

2 OF 2

EXHIBIT B

BEING a 24.82 acre tract of land situated within the Josiah C. Brantley Survey, Abstract No. 114, City of Anna Extraterritorial Jurisdiction, Collin County, Texas and being the same tract of land as described in the deed to The NICD Limited Partnership recorded in Volume 5878, Page 4689 of the Deed Records of Collin County, Texas (hereafter referred to as the NICD Tract). Said 24.82 acre tract of land surveyed on the ground in August of 2021 under the direction and supervision of Robert A. Hansen, Registered Professional Land Surveyor No. 6439 (the Basis of Bearings is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, North Central Zone) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found at the northeast corner of said NICD Tract, from which a found 1/2-inch iron pipe bears SOUTH 42 degrees 25 minutes 13 seconds WEST, 7.97 feet, and a 1/2-inch capped iron rod stamped "PRECISE LAND SURV." found at an angle point in the north line of a called 17.268 acre tract of land as described in the deed to TEX PROPERTIES GROUP, LLC recorded under Document No. 20200205000166180 of the Official Public Records of Collin County, Texas bears SOUTH 58 degrees 44 minutes 50 seconds EAST, 104.54 feet, and being on the southwest right of way line of County Road 427, a generally recognized variable width public right of way, no recording document found;

THENCE SOUTH 35 degrees 31 minutes 39 seconds WEST, 771.65 feet with the common line of said NICD Tract and said called 17.268 acre tract of land to a 3-inch steel fence corner post found at a re-entrant corner of said NICD Tract and common with a salient corner of said 17.268 acre tract of land;

THENCE SOUTH 02 degrees 58 minutes 10 seconds EAST, 734.21 feet with the common line of said NICD Tract and said called 17.268 acre tract of land to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set at the south common corner of said NICD Tract and said called 17.268 acre tract of land, being on the north line of Block B of Sweetwater Crossing, Phase II recorded under Document No. 20200512010001640 of said Official Public Records, from which a 1/2-inch capped iron rod stamped "SGL PLS 3664" found at the north common corner of Lots 22R and 21R of said Block B bears SOUTH 89 degrees 11 minutes 00 seconds EAST, 3.09 feet;

THENCE NORTH 89 degrees 11 minutes 00 seconds WEST, 1,695.63 feet with the south line of said NICD Tract, common with the north line of said Block B and the north line of Block F of Sweetwater Crossing recorded under Document No. 20051208001724030 of said Official Public Records to a 1/2-inch iron rod found on the east right of way line of the Dallas Area Rapid Transit, a 100-foot right of way, as described in the deed recorded in Volume 5443, Page 5532 of said Deed Records;

THENCE NORTH 22 degrees 08 minutes 45 seconds WEST, 93.89 feet with the east right of way line of said Dallas Area Rapid Transit to a 3/8-inch iron rod found at the west common corner of said NICD Tract and a called 48.004 acre tract of land as described in the deed to COOPERZADEH II, LLC recorded under Document No. 20170214000201010 of said Official Public Records;

THENCE NORTH 63 degrees 45 minutes 09 seconds EAST, 1,558.85 feet with the northwest line of said NICD Tract, common with the southeast line of said called 48.004 acre tract of land to a 1/2-

inch iron rod found at a re-entrant corner of said NICD Tract, common with a salient corner of said called 48.004 acre tract of land;

THENCE NORTH 35 degrees 47 minutes 48 seconds EAST, 868.35 feet with the northwest line of said NICD Tract, common with the southeast line of said called 48.004 acre tract of land to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set at the northwest corner of said NICD Tract and being on the southwest right of way line of said County Road 427;

THENCE SOUTH 58 degrees 35 minutes 13 seconds EAST, 275.57 feet with the southwest right of way line of said County Road 427 to the POINT OF BEGINNING, containing 24.82 acres (1,081,284± square feet).

CITY OF ANNA
PLANNING & ZONING COMMISSION

October 4, 2021

Public Hearing: Zoning – Cedar Ridge Estates, Phase 2

Applicant: NICID Limited Partnership

DESCRIPTION:

Request to zone 24.8± acres located on the south side of County Road 427, 130± east of Purdue Road to Single-Family Residential District (SF-72). The property is currently located in the extraterritorial jurisdiction (ETJ) and the applicant has submitted an annexation petition.

REMARKS:

The applicant is requesting to zone the subject property in order to allow for single-family residences. The Single-Family Residential District (SF-72) is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located in proximity to agricultural and single-family residential uses. The applicant is not requesting to vary from any of the City of Anna adopted regulations.

The subject property is currently undeveloped. A Zoning Exhibit (Exhibit A) accompanies this request.

Surrounding Land Uses and Zoning

North	Undeveloped property zoned SF-72 (Sweet Cow Addition, Ord. No. 899-2021)
East	Single-family residences (Camden Parc, Ord. No. 662-2014)
South	Single-family residences zoned Agricultural and Planned Development-SF-72 (Sweetwater Crossing, Ord. No. 127-2004)
West	Undeveloped property zoned SF-72 (Cedar Ridge Estates, Ord. No. 922-2021)

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Anna Vision 2036

- a. Principle 3: Beautiful Community
 - i. Well-maintained, attractive neighborhoods and single-family homes complying with City codes and ordinances
- b. Principle 5: Great Housing Opportunities

- i. Strong code compliance protecting and enhancing the appearance, protecting property values and supporting neighborhood integrity.

City of Anna Goals for 2026

- a. Sustainable Anna Community Through Planned, Managed Growth
 - i. Manage residential growth
 - ii. Have a diverse range of housing choices available in Anna

Future Land Use Plan – The Future Land Use Plan designates this property as Ranching & Agriculture (RA). This category is only generally defined within the current Comprehensive Plan.

Character & Intent: Agricultural areas are characterized by very large tracts of undeveloped land utilized for agricultural production, wildlife management or ranching, including the raising of livestock. There are opportunities for additional uses that support the character and economic viability of agriculture.



Land Use Considerations: Single-family detached homes and supporting structures, agriculture related tourism, local food production and distributed energy generation. Cluster Residential may be permitted within a larger Ranching and Agriculture property if an amount of open space equal to the platted lots is preserved and water and wastewater requirements can be met.

The Anna 2050 Future Land Use Plan identifies areas that require significant infrastructure improvements as Ranching & Agricultural. The proposed development is requesting the same zoning as surrounding subdivisions and will dedicate right-of-way for two major roads identified on the Thoroughfare Plan.

SUMMARY:

Request to zone 24.8± located at the southwest intersection of CR 427 and CR 425 (Future Leonard Ave) to Single-Family Residential District (SF-72). The property is currently located in the extraterritorial jurisdiction (ETJ) and the applicant has submitted an annexation petition.

The request is in conformance with the Future Land Use Plan and elements of the City of Anna Strategic Plan and Anna 2050 Comprehensive Plan. For these reasons, staff is in support of the zoning request.

RECOMMENDATION:

Recommended for approval subject to City Council approval of annexation.

Single-Family Residence (SF-72) Standards:

Maximum height (feet)	35
Side yard, interior (feet)	5 feet or 10% of the lot width, whichever is greater.
Side yard, corner lot, street side (feet)	15
Rear yard (feet) (d)	25
Front yard (feet)	25
Lot area (feet)	7,200
Min. lot width (feet)	60
Min. lot depth (feet)	120
Max. lot coverage (%)	40%
Building size (square feet)	1800

(d) The required rear yard shall be open and unobstructed to the sky from a point 30 inches above the average elevation of the graded rear yard, except for accessory buildings as permitted herein. Eaves, covered porches, and roof extensions without structural support in the rear yard may extend into the rear yard a distance not to exceed four feet. Balconies shall not project into the required rear yard.

THE CITY OF
Anna

Comments:

A RESIDENCE AREA OR GREEN AREA WILL
BE FINE. NO COMMERCIAL AREA.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

JOSE ROMERO
Name (Please Print)

[Signature]
Signature

405 INDIAN CREEK
Address

9/26/21
Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov

Subject: Zoning Response – Cedar Ridge Estates, Phase 2



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Pre-annexation agreement Coyote Meadows. (Director of Development Services Ross Altobelli)

Consider/Discussion/Action on a Resolution approving a Pre-annexation/Development Agreement and Development Regulations for the Coyote Meadows single-family residential development.

SUMMARY:

The applicant is requesting to enter into a Pre-annexation agreement with the city in order to adopt development regulations and development standards for 136.22 acres of land generally located on the south side of future Rosamond Parkway, east of the Dallas Area Rapid Transit (DART) rail line right-of-way.

The permitted uses and standards for development of the Property shall be in accordance with the SF-Z Single-Family Residence District - Zero lot line homes, SF-TH Townhome District, and SF-60 Single-Family Residence District of the Zoning Ordinance and applicable City Regulations, except as amended and modified in the Development Regulations and in the Development Agreement.

The overall residential development will have a maximum of 731 lots meeting the following thresholds;

- Min SF-60 lots: 250
- Max SF-Z lots: 309
- Max. SF-TH lots: 154

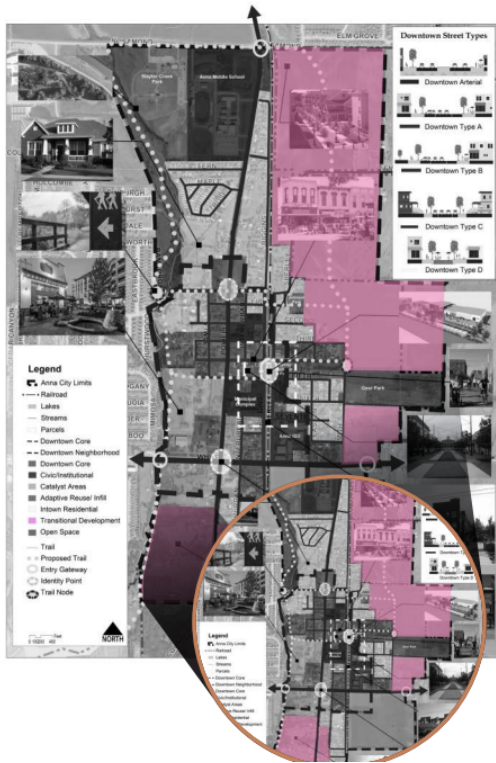
Additionally, the Development Standards address the City's zoning and development process once property is annexed, fencing, private amenities, and required infrastructure improvements.

City staff worked closely with the development team on the proposed Illustrative Layout and is in agreement with the general terms and proposed modifications to adopted city standards which are listed within the Development Regulations.

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Future Land Use Map – The Future Land Use Map designates this property within the

Downtown Master Plan limits classified as “Transitional Development”. The Transitional areas are envisioned to support a range of housing types for people at all stages of their lives. Urban attached residential, detached residential, and cottage residential are identified as the primary residential building types that are appropriate in the Transitional Development Areas.



Anna Vision 2036

1. Principle 3: Beautiful Community

- a. Design standards and development agreements that promote beautiful and “enduring” buildings and commercial areas
- b. Preserved some natural areas/open space through the community

2. Principle 5: Great Housing Opportunities

- a. Diverse housing choices for all family generations

City of Anna Goals for 2026

1. Sustainable Anna Community Through Planned, Managed Growth

- a. Manage residential growth
- b. Have a diverse range of housing choices available in Anna

Recommendation

Staff is supportive of the request. The proposed pre-annexation agreement and development standards meet the vision of the recently adopted Comprehensive Plan. The applicant has included stipulations to create a walkable development that will include a significant amount of private open space that will be open to the public that will connect neighborhoods and provide for significant north/south public trail connections east of US Highway 5. Additionally, the applicant is proposing building material standards that will diversify the existing housing stock and create a unique neighborhood design that has yet to be seen in the City of Anna.

The applicant made an informal presentation to the Planning & Zoning Commission at their regularly scheduled October 4, 2021 meeting.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval as submitted.

ATTACHMENTS:

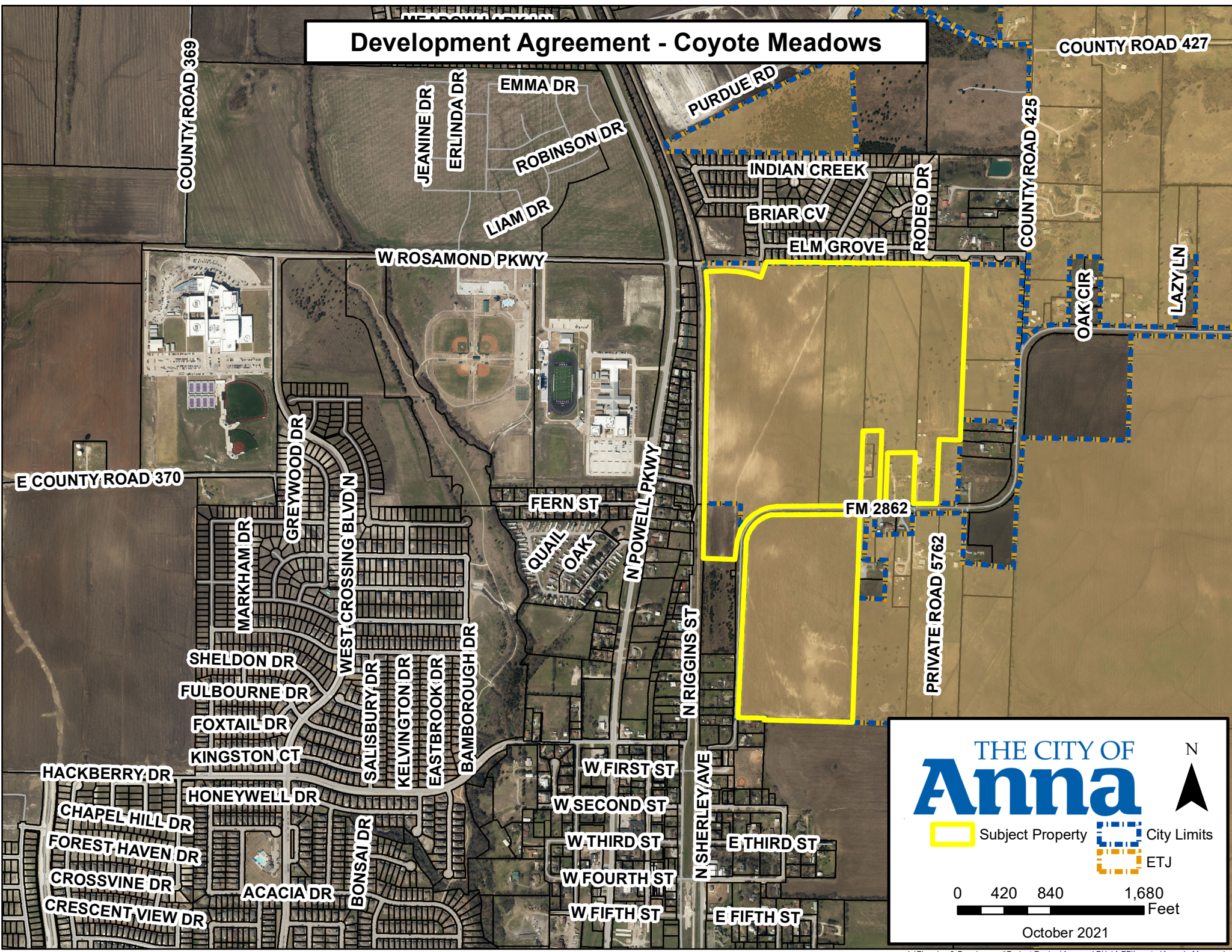
- 1. Agenda Map
- 2. Resolution - Coyote Meadows
- 3. FINAL - Development Agreement with exhibits (Coyote Meadows)

APPROVALS:

Ross Altobelli, Director of Development Services
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/20/2021
Approved - 10/20/2021
Final Approval - 10/22/2021

Development Agreement - Coyote Meadows



THE CITY OF
Anna

 Subject Property  City Limits  ETJ

0 420 840 1,680 Feet

October 2021

N

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING COYOTE MEADOWS DEVELOPMENT AGREEMENT.

WHEREAS, the City of Anna, Texas (the “City”), a Texas home-rule municipality, and Starlight Homes Texas L.L.C., a Delaware limited liability company, desire to enter into that certain Coyote Meadows Development Agreement (the “Agreement”) to provide for the consideration of annexation and zoning of a certain 153.64-acre tract of real property in the City’s extraterritorial jurisdiction connection with the development of said tract for single-family subdivision; and,

WHEREAS, the City is authorized to enter into the Agreement under Texas Local Government Code Sec. 212.172 and other applicable law; and;

WHEREAS, the City Council of the City of Anna, Texas (“City Council”) finds that approval of the Agreement will benefit the City and is in the best interests of the citizens of Anna;

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

Section 1. Recitals Incorporated.

The recitals above are incorporated herein as if set forth in full for all purposes.

Section 2. Approval of Agreement.

The City Council hereby approves the Coyote Meadows Development Agreement attached hereto as Exhibit 1, and authorizes, ratifies and approves the City Manager’s execution of same, subject to approval as to legal form of the Agreement by the City Attorney. The Mayor and/or City Manager are hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce this Agreement.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this the 26th day of October 2021.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

COYOTE MEADOWS DEVELOPMENT AGREEMENT

This Coyote Meadows Development Agreement (this "Agreement") is entered into by and between the CITY OF ANNA, TEXAS, a home-rule municipality (the "City"), and STARLIGHT HOMES TEXAS L.L.C., a Delaware limited liability company (its successors and assigns, "Developer"), to be effective as of _____, 2021 (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, certain terms used in these recitals are defined in Article 2; and

WHEREAS, Developer owns or is under contract to purchase approximately 153.64 acres of real property located within Collin County, Texas (the "County"), which property is described by metes and bounds on Exhibit A ("Property") attached hereto and incorporated herein by reference; and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, the Property is located entirely within the certificated area of the City's water CCN (No. 12976) and sewer CCN (No. 20898);

WHEREAS, Developer desires to develop the Property pursuant to mutually agreeable governing regulations; and

WHEREAS, Developer anticipates commencing development on the Property as a residential development following the Date of Acquisition (defined herein) and the adoption of an ordinance by the City annexing the Property in accordance with the terms of this Agreement; and

WHEREAS, the Developer and the City are sometimes collectively referenced in this Agreement as the "Parties," or, each individually, as a "Party"; and

WHEREAS, except as otherwise expressly set forth to the contrary in this Agreement, it is the Parties' mutual intent that this Agreement shall supersede City Regulations only to the extent that City Regulations conflict with the terms of this Agreement; and

WHEREAS, the Parties desire for the design, construction, and financing of certain public infrastructure necessary to serve the Property and other properties in the vicinity of the Property that will benefit the City and the public;

WHEREAS, the Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

Unless the context indicates otherwise, the following terms shall have the meanings hereinafter set forth:

Building Codes has the meaning ascribed to that term in Section 3.1(f).

Business Day shall mean a day that is not a Saturday, Sunday or official holiday in the State of Texas. All other references to “days” hereunder shall mean calendar days.

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including Construction Costs for Capital Improvements, and all costs related in any manner to the Capital Improvement.

Capital Improvements Plan (“CIP”) means all capital improvements plan(s) duly adopted by the City under Chapter 395, Texas Local Government Code, as may be updated or amended from time to time.

CCN means a certificate of convenience and necessity issued by the Texas Public Utility Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

City means the City of Anna, a home rule municipality located in Collin County, Texas.

City Code means the Anna City Code of Ordinances.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, uniform codes, and other ordinances or regulations duly adopted by the City Council, as modified by the Governing Regulations.

Construction Costs means any contributions, dedications or costs or fees actually paid for infrastructure improvements, as applicable, including without limitation the costs related to engineering, design, surveying, permitting, construction, inspection, materials, supplies, labor, testing, financing, off-site, third-party property/easement acquisitions, and all costs related in any manner to such infrastructure improvements; however, the cost of off-site, third-party property/easement acquisitions obtained by the City pursuant to Section 4.7, if any, shall be limited to the fair-market value of any property/easement acquired, plus any damages to the remainder, all as determined by a licensed appraiser mutually agreed upon by the Parties, and Eminent Domain Fees.

Date of Acquisition means the date that Developer or its assignee acquires the Property, at which time this Agreement shall become effective and filed in the Real Property Records of Collin County, Texas.

Developer means STARLIGHT HOMES TEXAS L.L.C., a Delaware limited liability company, its successors and assigns.

Developer Improvements means the Lift Station Improvements, the Roadway Dedication and the Roadway Improvements.

Development means new development on the Property that is the subject of this Agreement.

Development Regulations has the meaning ascribed to that term in Section 3.1(e).

Effective Date has the meaning ascribed to that term in the first paragraph.

Governing Regulations has the meaning ascribed to that term in Section 3.1.

Impact Fees means those roadway impact fees and wastewater impact fees assessed and charged against the Property or the Project in accordance with Chapter 395 of the Texas Local Government Code and as defined therein, including without limitation those impact fees paid by or on behalf of any owner, builder or contractor. For the avoidance of doubt, the term “Impact Fees” when capitalized in this Agreement shall not include water impact fees.

Impact Fee Accounts means the interest-bearing deposit accounts maintained by the City pursuant to Section 395.024, Texas Local Government Code, as amended. For clarity, the term “Impact Fee Accounts” for purposes of this Agreement shall only include accounts in which roadway impact fees and wastewater impact fees are deposited and shall not include accounts in which water impact fees are deposited.

Impact Fee Reimbursement means direct payments from the Impact Fee Accounts to reimburse Capital Improvement Costs (which expressly include Construction Costs to the extent such Construction Costs are for Capital Improvements that the City requires Developer to construct pursuant to this Agreement or otherwise).

Lift Station Improvements means a sanitary sewer lift station and a 6-inch (6”) force main extending from the lift station approximately 2,400 linear feet to Highway 5, as generally depicted on Exhibit C and generally in accordance with the final design/construction plans for the same.

Lift Station Improvements Costs has the meaning ascribed to that term in Section 4.2(c).

Municipal Services means all services provided by the City as of the Effective Date and those which may be provided in the future, including, without limitation, water, sewer, roadway, drainage, solid-waste collection, fire protection, and law enforcement.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Project means Developer's proposed development of the Property with single family residential uses including approximately 731 residential lots.

Property means the real property described by metes and bounds on **Exhibit A**.

Property Public Infrastructure means all public infrastructure constructed to serve the development within the Property, including but not limited to water, sewer, drainage, and roadway infrastructure; sidewalks, streetlights, signage and other streetscape improvements.

Roadway Dedication means the dedication of approximately 232,525 square feet for the Roadway Improvements in the general location depicted on **Exhibit D**.

Roadway Improvements means approximately 2,500 linear feet of 8-inch (8") concrete pavement, 25' wide which will constitute the southern two lanes of Rosamond Parkway from White Rock Road to the intersection of Rosamond Parkway with County Road 425 and FM 2862, and a five foot (5') wide sidewalk along the south side of such road improvements, including without limitation associated right-of-way preparation, grading, erosion control, paving excavation, drainage (e.g., storm sewer pipe, inlets, junction boxes, and headwalls, as applicable), curbs, striping, and any other improvements related to the same (only required for the south side of the road being constructed hereunder), as applicable, as generally depicted on **Exhibit E** and generally in accordance with the final design/construction plans for the same.

Roadway Improvements Costs has the meaning ascribed to that term in Section 4.5(d).

Sign Ordinance has the meaning ascribed to that term in Section 3.1(d).

Subdivision Regulations has the meaning ascribed to that term in Section 3.1(a).

Term has the meaning ascribed to that term in Article IX.

Zoning Ordinance has the meaning ascribed to that term in Section 3.1(c).

ARTICLE III

DEVELOPMENT REGULATIONS

3.1 Governing Regulations. Development of the Property shall be governed by the following regulations (collectively, the "Governing Regulations," all of which are incorporated into this Agreement as if set forth in full):

(a) City Code, Article 9.02, the subdivision regulations of the City, in effect on the Effective Date (the "Subdivision Regulations");

(b) except as amended by the Development Regulations (defined below), the comprehensive zoning ordinance of the City, in effect on the Effective Date (the "Zoning Ordinance");

(c) City Code, Article 9.05, in effect on the Effective Date (the "Sign Ordinance");

(d) the development regulations for the Property set forth on **Exhibit B**, including the Illustrative Layout attached thereto (except as otherwise set forth in Section 3.3 in the event of conflicts) (the "Development Regulations");

(e) upon annexation pursuant to Section 5.1, the uniform building codes, as amended from time to time, including any local amendments thereto adopted by the City (the "Building Codes"). The term "Building Codes," as applied to a particular building shall mean the Building Codes in effect on the date the first application is filed for a building permit for the building in question. For the avoidance of doubt, the Building Codes shall only apply to the Property from and after annexation of the Property. As it relates solely to Property Public Infrastructure for any given phase of the Project—notwithstanding any provision of this Agreement—the applicable construction standards (including, without limitation, the Building Codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for such phase containing the Property Public Infrastructure in question; and

(f) except as set forth in this Agreement to the contrary, any other applicable provisions of Chapter 4 (Building Regulations), Chapter 6 (Fire Prevention and Protection), Chapter 9 (Planning and Development Regulations), Chapter 12 (Utilities) and Appendix A (Fee Schedule) of the City Code.

The Governing Regulations are the controlling development regulations for development of the Property, and no other City Regulations, rules, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City) apply to the use or development of the Property to the extent such regulations or requirements are in conflict with the Governing Regulations or this Agreement. The Governing Regulations are considered part of this Agreement and are incorporated herein by reference for all purposes.

3.2 Compliance with City Regulations. It is expressly understood that the City Regulations (as amended by the Governing Regulations and this Agreement) as applicable to the Property and its use and development, include but are not limited to any such City Regulations (as amended by the Governing Regulations and this Agreement) that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations") all of which are incorporated herein as if set forth in full; provided, however, to the extent of any conflict between the requirements of the Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control and the Materials and Methods Regulations shall not be applicable to the development of the Property to the extent of any conflict with the terms of this Agreement.

3.3 Conflicts. In the event of any conflict between the Development Regulations and the Zoning Ordinance, Sign Ordinance, or Building Codes, the Development Regulations shall control. In the event of a conflict between the Governing Regulations and the City Regulations, the Governing Regulations shall control. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, unless otherwise agreed by the Parties, this Agreement shall control. In the event of any conflict between

the Illustrative Layout and the remainder of the Development Regulations in Exhibit B, the remainder of the Development Regulations in Exhibit B shall control. In the event of any conflict between any future Concept Plan and the Development Regulations in Exhibit B, the Development Regulations in Exhibit B shall control (except for modifications to the Illustrative Layout that are allowed pursuant to the terms of the Development Regulations and/or Zoning Ordinance).

ARTICLE IV **UTILITIES; PUBLIC INFRASTRUCTURE**

4.1 Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all on-site Property Public Infrastructure necessary for the Development, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, at no cost to the City except as provided herein or otherwise required pursuant to applicable law, in accordance with City Regulations, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Property Public Infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and City has issued a written notice to proceed, which notice shall not be unreasonably withheld, conditioned or delayed.

4.2 Sanitary Sewer Facilities.

(a) Generally. Developer is responsible for the design, installation, and construction in a good and workmanlike manner of all on-site sanitary sewer improvements minimally necessary to serve the Project ("Sewer Facilities"). The design of Sewer Facilities shall be in accordance with the City Regulations and approved by the City in advance of the construction of same. Subject to the City's obligations under Section 4.7, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for the Sewer Facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development upon and within the Property. The locations of said easements or other property interests shall be approved by the City's engineer as part of the platting process.

(b) Lift Station Improvements. Subject to (1) Developer (or the City pursuant to Section 4.7) being able to obtain any required approvals from DART for work under the rail line, if applicable, (2) the City's obligations under Section 4.7, and (3) the City's approval of the CIP Amendment (defined below), Developer agrees to design and construct or cause the design and construction of and fund or cause to be funded the Lift Station Improvements, and shall be entitled to Impact Fee Reimbursement for the same in accordance with Section 4.8(a). Other than the Lift Station Improvements, Developer shall

not be required to construct or fund any off-site sewer facilities or improvements for development of the Property.

(c) Documentation of Costs. Once Developer completes the Lift Station Improvements or portion thereof, as applicable, and before the City has accepted such improvements, as applicable, after inspection, Developer shall provide the City Manager with documentation evidencing the Capital Improvement Costs for the Lift Station Improvements or portion thereof, as applicable (the "Lift Station Improvements Costs"). The City Manager shall review said documentation (the "Lift Station Improvements Costs Documentation") and shall approve or deny the Lift Station Improvements Costs within fifteen (15) Business Days of receipt thereof (which approvals shall not be unreasonably withheld, conditioned or delayed) or a longer period of time if the City Manager reasonably requests additional evidence of the Lift Station Improvements Costs. If the City Manager denies any Lift Station Improvement Costs, the City Manager shall provide Developer with a detailed explanation as to the reasons for denial and a description of the additional information needed. Developer may resubmit any costs and additional information for costs that are denied. If the City Manager takes no action within thirty (30) days of Developer's initial submittal of the Lift Station Improvements Costs, the Lift Station Improvements Costs shall be deemed approved. Upon approval (or deemed approval) of the Lift Station Improvements Costs, the City shall issue a written acceptance letter to Developer, which shall signify final acceptance by the City of the Lift Station Improvements. Notwithstanding the foregoing or any other provisions of this Agreement, the Lift Station Improvements Costs or any portion thereof shall not be deemed approved unless the Developer includes on the first page of the Lift Station Improvements Costs Documentation a statement in bold, underlined, fully-capitalized lettering in at least 12-point sized font stating: "**IF THE CITY MANAGER TAKES NO ACTION WITHIN THIRTY CALENDAR DAYS OF THE SUBMITTAL OF THIS LIFT STATION IMPROVEMENTS COSTS DOCUMENTATION, THEN THE LIFT STATION IMPROVEMENTS COSTS SHALL BE DEEMED TO BE APPROVED.**"

(d) Amendment to CIP. The City agrees that it will take all required actions to amend the City's Capital Improvements Plan to include all of the Lift Station Improvements ("CIP Amendment") within six (6) months of the Effective Date, including without limitation the City Council's consideration and final action of the same. Developer shall have no responsibility for any costs associated with the CIP Amendment.

4.3 Water Facilities.

(a) Generally. Developer is responsible for the design, installation, and construction of all on-site water improvements minimally necessary to serve the Project ("Water Facilities"). The design of the Water Facilities shall be in accordance with the City Regulations and approved by the City in advance of the construction of the same. Subject to the City's obligations under Section 4.7, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for the Water Facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development upon and within the Property. The locations of

said easements or other property interests shall be approved by the City's engineer as part of the platting process.

(b) No Off-Site Water Facilities. Developer shall not be required to construct or fund any off-site water facilities or improvements for development of the Property.

4.4 Water and Sewer Services.

(a) Generally. The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide continuous and adequate retail water and sewer service to the Property at times and in capacities sufficient to meet the service demands of the Project as it is developed. Upon acceptance of the Water Facilities and Sewer Facilities, the City shall operate said facilities to serve the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City as otherwise required by State law as the holder of the CCNs covering the Property.

(b) Sewer Service. From and after the Date of Acquisition, the City shall be the retail provider of wastewater service to the Property. If the City is at any time unable or unwilling to provide adequate wastewater treatment capacity for the Property for development permitted under this Agreement, the City agrees and consents to (1) Developer taking all actions necessary to procure additional wastewater capacity from another source to resolve the deficiency and, if unsuccessful in such procurement, Developer taking all actions necessary to remove the City as the retail provider of wastewater service to the Property; (2) allowing the un-served portion of the Property to be served by an alternative retail provider to the extent required to resolve any deficiency, including, but not limited to, a wastewater treatment plant; and (3) Developer's discharge permit application to the TCEQ if a municipal utility district or other district will serve as the alternative retail provider of wastewater service to any portion of the Property. Notwithstanding the foregoing, if a professional engineer who holds a license issued under Chapter 1001, Texas Occupations Code, certifies that the City is capable of providing continuous and adequate wastewater service to all or any portion of the Property, the City will be required to do so.

(c) Water Service. From and after the Date of Acquisition, the City shall be the retail provider of water service to the Property. If the City is at any time unable or unwilling to provide adequate water treatment capacity to the Property for development permitted under this Agreement, the City agrees and consents to (1) Developer taking all actions necessary to procure additional water capacity from another source to resolve the deficiency and, if unsuccessful in such procurement, Developer taking all actions necessary to remove the City as the retail provider of water service to the Property; and (2) allowing the un-served portion of the Property to be served by an alternative retail provider to the extent required to resolve any deficiency. Notwithstanding the foregoing, if a professional engineer who holds a license issued under Chapter 1001, Texas Occupations Code, certifies that the City is capable of providing continuous and adequate water service to all or any portion of the Property, the City will be required to do so. Water wells other than water wells currently part of the City's water system may be used, subject to any applicable state

rules and regulations, as a potable water supply for the Property if the City is unable or unwilling to provide retail water service to the Property.

4.5 Roadway Facilities.

(a) Generally. Developer is responsible for the design, installation, and construction in a good and workmanlike manner of all on-site roadway facilities necessary to serve the Project (“Roadway Facilities”) in accordance with the City Regulations. The design of the Roadway Facilities shall be approved by the City in advance of the construction of same.

(b) Roadway Dedication and Roadway Improvements. Developer agrees to (1) provide the Roadway Dedication; and (2) subject to the City’s obligations under Section 4.7, cause the design and construction of and fund or cause to be funded the Roadway Improvements, and shall be entitled to Impact Fee Reimbursement for such Roadway Dedication and Roadway Improvements in accordance with Section 4.8(a). The design and civil engineering for the Roadway Improvements shall be commenced by or on behalf of Developer within 90 days of the Effective Date. Developer shall commence or cause the commencement of onsite construction within 12 months of the Effective Date. The substantial completion of construction of the Roadway Improvements shall occur within 36 months of the Effective Date and shall occur before or substantially concurrent with the City’s acceptance of the Property Public Infrastructure for the first phase of the Development. If the completion of construction of the Roadway Improvements is not complete within said 36-month period, the City may withhold any and all building permits for construction of residences until said construction of the Roadway Improvements has been completed and accepted by the City. Other than the Roadway Improvements, Developer shall not be required to construct or fund any off-site roadway facilities or improvements for development of the Property. For purposes of this Section 4.5(b) “commencement of onsite construction” shall mean when Developer or any affiliate or entity related to Developer has executed a construction contract and has mobilized the equipment and machinery on-site that is reasonably necessary to commence construction of the Roadway Improvements.

(c) Additional City Cost Participation or Reduction in Scope of Roadway Improvements. As of the Effective Date, the Parties anticipate that the Roadway Improvements Costs will be equal to or less than \$1,500,000.00. Notwithstanding any statement to the contrary herein, if at the time Developer receives full design plans and construction bids for the Roadway Improvements, the estimate of the Roadway Improvements Costs exceeds \$1,500,000.00 (which exceeds the total estimated Impact Fee Reimbursement for such Developer Improvements), the Parties agree to either (1) enter into a new agreement or amend this Agreement to provide for a different mechanism whereby the City will reimburse Developer for any Roadway Improvements Costs that exceed \$1,500,000.00; or (2) amend this Agreement to reduce the scope of the Roadway Improvements in order to lower the total Roadway Improvements Costs equal to or below \$1,500,000.00.

(d) Documentation of Roadway Improvements Costs. Once Developer fully completes the Roadway Improvements, and before the City has accepted the Roadway Improvements after inspection, Developer shall provide the City Manager with documentation evidencing the Capital Improvement Costs for the Roadway Improvements, including without limitation the fair market value of the Roadway Dedication (the "Roadway Improvements Costs"). The City Manager shall review said documentation (the "Roadway Improvements Costs Documentation") and shall approve or deny the Roadway Improvements Costs within fifteen (15) Business Days of receipt thereof (which approvals shall not be unreasonably withheld, conditioned or delayed) or a longer period of time if the City Manager reasonably requests additional evidence of the Roadway Improvements Costs. If the City Manager denies any Roadway Improvements Costs, the City Manager shall provide Developer with a detailed explanation as to the reasons for denial and a description of the additional information needed. Developer may resubmit any costs and additional information for costs that are denied. If the City Manager takes no action within thirty (30) days of Developer's initial submittal of the Roadway Improvements Costs, the Roadway Improvements Costs shall be deemed approved. Upon approval (or deemed approval) of the Roadway Improvements Costs, the City shall issue a written acceptance letter to Developer, which shall signify final acceptance by the City of the Roadway Improvements and Roadway Dedication. Notwithstanding the foregoing or any other provisions of this Agreement, the Roadway Improvements Costs or any portion thereof shall not be deemed approved unless the Developer includes on the first page of the Roadway Improvements Costs Documentation a statement in bold, underlined, fully-capitalized lettering in at least 12-point sized font stating: "**IF THE CITY MANAGER TAKES NO ACTION WITHIN THIRTY CALENDAR DAYS OF THE SUBMITTAL OF THIS ROADWAY IMPROVEMENTS COSTS DOCUMENTATION, THEN THE ROADWAY IMPROVEMENTS COSTS SHALL BE DEEMED TO BE APPROVED.**"

(e) The City agrees to cooperate with Developer (or its representatives) to facilitate the realignment of FM 2862 (Houston Street) and N. Sherley Avenue to allow a T intersection as shown on the Illustrative Layout included with the Development Regulations.

4.6 Construction, Inspection, and Ownership.

(a) Construction. The Parties acknowledge that construction of the Developer Improvements and Property Public Infrastructure are not subject to competitive bidding requirements under applicable law.

(b) Performance Bond, Payment Bond and Other Security. For each construction contract for all or any part of the Developer Improvements and the Property Public Infrastructure, the contractor for such improvements, as applicable, must execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and applicable City Regulations. For each construction contract for all or any part of the Developer Improvements and the Property Public Infrastructure, Developer or the contractor for such improvements further must execute a maintenance

bond in accordance with applicable City Regulations that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Developer Improvements and/or the Property Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Developer Improvements and/or Property Public Infrastructure constructed under such contract.

(c) Inspections and Acceptance of Developer Improvements and Property Public Infrastructure. The City shall inspect, as required by City Regulations, the construction of all Developer Improvements and any Property Public Infrastructure necessary to support the proposed development within the Property, including water, sanitary sewer, drainage, and streets. The City's inspections shall not release the Developer from its responsibility to construct, or cause the construction of, adequate Developer Improvements and Property Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City temporarily withholds City utility services as to any portion of the Development until all Property Public Infrastructure necessary to serve such portion of the Development is properly constructed according to the approved engineering plans and City Regulations, and until such Property Public Infrastructure has been dedicated to and accepted by the City, which acceptance shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City may not withhold utility services to a portion of the Development if all necessary infrastructure has been properly constructed and accepted by the City for such portion of the Development, even if infrastructure for other portions of the Development have not yet been completed. For the avoidance of doubt, the Parties intend that the Development may be constructed in phases and Developer is only required to construct such Property Public Infrastructure necessary to serve each phase, respectively. From and after the inspection and acceptance by the City of the Property Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of the Developer Improvements and Property Public Infrastructure by the City shall not be unreasonably withheld, conditioned, or delayed, and shall be evidenced in a writing issued by the City Manager or his or her designee. Upon acceptance of the Property Public Infrastructure or any portion thereof by the City, the City shall, at all times thereafter, maintain and operate the accepted improvements in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

(d) Phasing. The Property (including the Property Public Infrastructure to serve the same) may be developed in phases and Developer may submit or cause to be submitted a plat for all or any portions of the Property in accordance with the Governing Regulations. The Developer Improvements may also be completed and accepted in phases.

(e) Insurance. Developer and/or the general contractor(s) for construction of the Developer Improvements and the Property Public Infrastructure shall acquire and maintain, during the period of time when any of the Developer Improvements and Property Public Infrastructure are under construction (and until the full and final completion of such

Developer Improvements and/or Property Public Infrastructure, as applicable, and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Developer Improvements and/or Property Public Infrastructure construction contracts, as applicable, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of construction contracts for the Developer Improvements and/or Property Public Infrastructure, as applicable, Developer shall provide or cause to be provided to the City certificates of insurance evidencing such insurance coverage, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation of the same, the City shall receive written notice of such cancellation. For the avoidance of doubt, if the insurance required pursuant to this subsection is acquired and maintained by a contractor, such insurance provided by the contractor shall be sufficient (and Developer shall not be required to obtain duplicate insurance that is already provided by a contractor).

(f) INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS (EACH A "DEVELOPER PARTY"), IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY DEVELOPER IMPROVEMENTS, PROPERTY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION.** NOTWITHSTANDING THE FOREGOING, THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE AND/OR FAULT OF THE DEVELOPER OR A

DEVELOPER PARTY AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THE DEVELOPER'S MISREPRESENTATION TO THE CITY OF ITS OWNERSHIP, TRANSFER OR CONVEYANCE OF ANY PORTION OF THE PROPERTY. AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN, CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CONSTRUCTED OR CAUSED TO BE CONSTRUCTED BY DEVELOPER NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN, CONSTRUCTION OR INSTALLATION. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND DEVELOPER.

4.7 Eminent Domain. Developer agrees to use reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Developer Improvements and the Property Public Infrastructure. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within sixty (60) days of commencing efforts to obtain the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Developer Improvements and the Property Public Infrastructure, as applicable, can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within fifteen (15) Business Days after written notice from the City. Any unused escrow funds will be refunded to Developer within thirty (30) calendar days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. Notwithstanding anything to the contrary in this Agreement, the Developer shall not be required to fund or construct any Developer Improvements or Property Public Infrastructure that Developer or the City are unable to secure required third-party rights-of-way, consents, or easements for in connection with the obligations of the Parties in this Section 4.7. Further, the Parties agree to cooperate in any

future amendments to this Agreement needed to enable Developer to provide necessary Property Public Infrastructure to the Property.

4.8 Impact Fees; Oversizing.

(a) Impact Fees and Reimbursement.

- (1) Impact Fees for each phase of the Project shall be assessed and collected at the rates adopted by the City Council at the time such fees are collected and otherwise in accordance with applicable law. In accordance with state law, the City shall collect Impact Fees from the Property and place such collected Impact Fees in separate and clearly identifiable interest-bearing Impact Fee Accounts.
- (2) Developer shall be entitled to Impact Fee Reimbursement for all Capital Improvement Costs for the Developer Improvements. The City hereby confirms and represents that all of the Developer Improvements are Capital Improvements and are eligible for and entitled to Impact Fee Reimbursement hereunder. The City shall reimburse Developer up to the total Roadway Improvements Costs and the Lift Station Improvements Costs, each in the aggregate, on a quarterly basis from the Impact Fees collected as described in subsection (1) above. The City shall provide the Impact Fee Reimbursement to Developer and the Impact Fee Reimbursement shall carry forward until the Roadway Improvements Costs and the Lift Station Improvements Costs have been reimbursed in full. Except as otherwise set forth herein, the Impact Fee Reimbursement shall be the sole source of funding to reimburse Developer for the Roadway Improvements Costs and the Lift Station Improvements Costs even if the Impact Fee Reimbursement amount is less than the combined total of said costs.
- (3) Further, Developer shall be entitled to Impact Fee Reimbursement to fully compensate Developer for all other Capital Improvement Costs incurred due to requirements made by the City, if any, in connection with the Project in addition to costs incurred for the Developer Improvements.

(b) Infrastructure Oversizing. The Parties agree that if the City requires Developer to construct or fund any Property Public Infrastructure so that it is oversized to provide a benefit to land outside the Property (“Oversized Public Infrastructure”), then the City shall be solely responsible for all reasonable costs attributable to oversized portions of the Oversized Public Infrastructure (including Construction Costs attributable to oversized portions of the Oversized Public Infrastructure which shall be considered reasonable costs) (“Oversize Costs”) and shall provide payment(s) to Developer to cover the costs of the same. The payment(s) to Developer for the Oversize Costs shall be paid as the Oversized Public Infrastructure is completed (which may be completed in phases

corresponding with the phases of the Development). The City shall make a payment to Developer or its assignee for any Oversize Costs within thirty (30) days of receipt of any invoices for the same.

4.9 Satisfaction of Park Development Fees; No Park Development Fees Due. The City agrees that provision of open space and amenities generally consistent with the open space plan attached hereto as **Exhibit G** shall fully satisfy and provide a credit against the park development fees required pursuant to City Code, Chapter 9, Section 9.02.135(c)(4). Therefore, no park development fees shall be due or required for development of the Property. The open space and amenities may be constructed and installed in phases corresponding with separate phases of the Development and may be privately owned and maintained by a property owners' association. All trails must be accessible and open to the public at all times except when temporarily closed for necessary maintenance or repair. For the avoidance of doubt, the remaining open space area(s) and amenities located within such areas may be reserved for private use, at the Property owner's sole discretion.

4.10 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to the Developer under this Agreement, the name of the payee for such payment shall be Starlight Homes Texas L.L.C., and the payment/remittance shall be sent or delivered to the following address:

Starlight Homes Texas L.L.C.
c/o Ashton Woods – Dallas Division
Attn: Robb Rigby
1800 Valley View Lane, Ste 100
Farmers Branch, Texas 75234

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address.

4.11 Approvals. Approval by the City, the City's engineer or other City employee or representative of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer's engineer(s), its officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer or other representative signifies the City's approval on only the general design concept of the improvements to be constructed and that the design plans and specifications meet the requirements of the City Regulations.

ARTICLE V

ANNEXATION AND ZONING

5.1 Annexation. Pursuant to Subchapter C-3, Chapter 43, Texas Local Government Code, this Agreement, as of the Date of Acquisition, shall constitute Developer's agreement to

petition for the voluntary annexation of the Property into the corporate limits of the City. Developer (or its assignee) shall submit an annexation petition to the City on the City's standard form, attached hereto as **Exhibit F** (the "Annexation Petition") within thirty (30) days after the Date of Acquisition. Upon the City's request, Developer shall further execute and supply any and all instruments and/or other documentation reasonably necessary for the City to legally annex the Property. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property within ninety (90) days following the date that Developer submits the Annexation Petition. Should the City fail to complete the annexation of the Property in accordance with this Agreement, Developer shall have the right to terminate this Agreement with notice to the City and, upon such termination, the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change in the law governing municipal annexation.

5.2 Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall further constitute an agreement for the provision of services to the Property. Immediately upon the annexation of the Property, the Property and its residents shall be entitled to receive all Municipal Services on the same terms and at the same rates as then provided within the City and without discrimination.

5.3 Zoning. Within thirty (30) days following the adoption of an ordinance approving the annexation of the Property pursuant to Section 5.1, the City shall consider zoning the Property as a planned development district with regulations identical to those in the Development Regulations (including the concept plan attached as an exhibit to the Development Regulations); however, regardless of how the City zones the Property, Developer, its successors and assigns, may develop and use the Property in accordance with the Development Regulations the Zoning Ordinance (as amended by the Development Regulations) and all other terms of this Agreement, and no other zoning regulations shall apply to the Property. All applicable City ordinance requirements that reference the City's Zoning Ordinance or compliance with zoning regulations or the City's comprehensive plan (including the City's master thoroughfare plan) shall be interpreted to mean compliance with the Development Regulations. Subject to the terms herein, Developer hereby expressly consents and agrees to the aforementioned zoning of the Property consistent with the Development Regulations and Developer shall not be required to submit a formal zoning application or pay related fees in order for the City to proceed with zoning the Property as contemplated by this Agreement. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations.

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

6.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event less than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as it relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing,

(a) no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured; and (b) a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) Business Days after it is due.

6.2 Remedies. As compensation for the other party's default, an aggrieved Party may seek specific performance of the other party's obligations under this Agreement. Notwithstanding the foregoing, however, no default under this Agreement shall: (a) entitle the City to terminate this Agreement or to suspend performance under this Agreement (except as otherwise expressly set forth in this Agreement); or (b) adversely affect or impair the current or future obligations of the City to provide water, sewer and other Municipal Services to the Property in accordance with applicable law. Notwithstanding the foregoing or any other provision of this Agreement, the City may withhold City utility services as to any portion of the Development until all Property Public Infrastructure necessary to serve such portion of the Development is properly constructed according to the approved engineering plans and City Regulations, and until such Property Public Infrastructure has been dedicated to and accepted by the City, which acceptance shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VII

ASSIGNMENT; ENCUMBRANCE

7.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement may be assigned, in whole or in part, to (i) an entity that is or will become a future owner of all or a portion of the Property; (ii) any affiliate or related entity of the Developer; or (iii) any lien holder on the Property, without the prior written consent of the City, but upon written notice to the City. Any reimbursement or receivables due under this Agreement (e.g., the Impact Fee Reimbursement) or any reimbursement agreement may be assigned by the Developer, in whole or in part, without the prior consent of the City, but upon written notice to the City pursuant to Section 7.4 of this Agreement (and upon such an assignment of reimbursement or receivables, the City will pay the reimbursement directly to the assignee unless otherwise notified in writing). Except as provided in the two preceding sentences, this Agreement shall not be assigned by Developer without the prior written consent of the City Manager of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

7.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with Section 7.4 of this Agreement shall be considered a "Party" for the purposes of this Agreement.

7.3 Third-Party Beneficiaries. Subject to Section 7.4 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, no other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

7.4 Notice of Assignment. The following requirements shall apply in the event that the Developer assigns or transfers this Agreement, or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) the Developer must provide written notice to the City to the extent required under Section 7.1 within ten (10) Business Days after any assignment, or transfer;
- (b) said notice must describe the extent to which any rights or benefits under this Agreement have been assigned, transferred, or otherwise conveyed;
- (c) said notice must state the name, mailing address, and electronic mail information of the person(s) that have acquired any rights or benefits as a result of any such assignment, transfer or other conveyance; and
- (d) said notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person(s) or entit(ies) that acquired any rights or benefits as a result of the assignment, transfer or other conveyance.

ARTICLE VIII

RECORDATION AND ESTOPPEL CERTIFICATES

8.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the property records of Collin County, Texas upon the Date of Acquisition. From and after the Date of Acquisition, this Agreement binds and constitutes a covenant running with the Property and is binding upon the Developer and the City and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

8.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner or lienholder, and upon the payment to the City of a \$100.00 fee, the City Manager, or his/her designee will, in his or her official capacity and to his or her reasonable knowledge and belief, execute a written estoppel certificate, which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining Term of this Agreement, and such other matters reasonably requested by the party to receive the certificate.

ARTICLE IX

TERM

Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be twenty-five (25) years after the Effective Date (“Term”); however, if Developer or its assignee has not acquired ownership of the Property within 90 days of the Effective Date, this Agreement shall automatically terminate, be null and void and of no further force or effect. This Agreement and all of the rights, duties and obligations herein shall be subject to and conditioned on Developer or its assignee acquiring fee simple title to the Property within 90 days of the Effective Date. For the avoidance of doubt, the aforementioned condition shall be satisfied if Starlight Homes Texas L.L.C. or its assignee (who from and after such assignment would be considered the Developer under this Agreement) acquires the Property. This Agreement shall be held in escrow until the Date of Acquisition, at which time this Agreement shall be effective and filed in the Real Property Records of Collin County, Texas.

ARTICLE X

GENERAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received (a) when personally delivered (with confirmation of receipt); (b) one (1) day after deposit if sent by by recognized courier service and sent via overnight courier for next day delivery with receipt of delivery; or (c) 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Anna, Texas 111 N. Powell Parkway Anna, Texas 75409
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034
To the Developer:	Starlight Homes Texas, L.L.C. c/o Christina Malone, Associate General Counsel Ashton Woods

3820 Mansell Rd, Suite 400
Alpharetta, GA 30022

With a copy to: Ashton Woods – Dallas Division
Attn: Daniel Satsky
1800 Valley View Lane, Ste 100
Farmers Branch, Texas 75234

With a copy to: Attn: Laura Hoffmann
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that each individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to

this Agreement, except for any party that may be construed to be a third-party beneficiary to this Agreement.

10.7 Amendment; Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in a state district court in Collin County.

10.9 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

10.11 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Development Regulations
Exhibit C	Depiction of Lift Station Improvements
Exhibit D	Depiction of Roadway Dedication
Exhibit E	Depiction of Roadway Improvements
Exhibit F	Form of Annexation Petition
Exhibit G	Open Space Plan

10.12 Vested Rights. This Agreement shall constitute a “permit” (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the City on the Effective Date and Developer does not hereby waive or release any right that Developer may now or thereafter have with respect to any rights under Chapter 245 of the Texas Local Government Code.

10.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the

essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended equal to the time period the Party was delayed, except that the obligation of any Party to make any payments required pursuant to this Agreement shall not be suspended by force majeure. The term "force majeure" shall include any delay due to any of the following acts or events: (a) wars, terrorism, civil disturbances, riots, insurrections, civil unrest, vandalism and sabotage; (b) transportation disasters, whether by sea, rail, air or land; (c) strikes, lockouts, work stoppage or slowdown or other labor disputes or material shortages; (d) actions or failures to act of a governmental authority, including any changes to the plans and specifications required as a condition to issuance of any permits or any changes in laws or codes not reasonably foreseeable on the Effective Date, and any delay in issuance of permits or certificates of occupancy by any governmental authority having jurisdiction, but excluding delays due to conditions that violate applicable codes and regulations; (e) adverse weather conditions, including rain of unusual duration or volume, hurricanes, lightning, tornadoes, earthquakes, floods or acts of God; (f) epidemics or pandemics or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; (g) labor shortages or moratoriums; (h) fire or other material casualty; (i) mechanical failure of equipment; (j) utility delays or interruptions; (k) any emergency event that threatens imminent harm to property or injury to persons; (l) any other causes of any kind whatsoever, whether similar to those enumerated or not, which are beyond the control of such Party in the performance of its obligations hereunder; provided, however, in all cases, only to the extent that the Party claiming force majeure (1) did not cause such force majeure condition, and (2) throughout the pendency of such force majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such force majeure condition. If a Party is delayed due to force majeure, then such Party shall provide written notice of the delay and applicable extension of time periods to the other Party. In addition, a Party that has claimed the right to temporarily suspend its performance under this Section 10.13 shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

10.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Developer expressly amending the terms of this Agreement.

10.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[SIGNATURES PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT
BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF ANNA

By: _____

Name: Jim Proce

Title: City Manager

Date: _____

APPROVED AS TO FORM:

Name: Clark McCoy

Title: City Attorney

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2021 by Jim Proce, City Manager of the City of Anna, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed: _____

Commission Expires: _____

DEVELOPER:

STARLIGHT HOMES TEXAS L.L.C.,
a Delaware limited liability company

By: _____
Daniel Satsky, Authorized Representative

Date: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____,
2021 by Daniel Satsky, Authorized Representative of STARLIGHT HOMES TEXAS L.L.C., a
Delaware limited liability company, on behalf of said entity.

(SEAL)

Notary Public, State of Texas

Name printed or typed: _____

Commission Expires: _____

Exhibit A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

TRACT 1

BEING a tract of land situated in the Guinn Morrison Survey, Abstract No. 559, City of Anna, Collin County, Texas, being part of a tract conveyed to The Jerry L. and Wanda L. Wynn Revocable Living Trust, by deed recorded in Volume 5014, Page 796 of the Collin, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch capped iron rod found at the northwest corner of Villarreal Addition, an addition to the City of Anna, Collin County, Texas, according to the map or plat thereof recorded in Instrument No. 20080919010003360, Official Public Records of Collin County, Texas and lying in the south right-of-way line of Houston Street (variable width right-of-way) and being the northeast corner of the herein described tract of land;

THENCE, S 02°04'33" W, 1876.77 feet along the west line of said Villarreal Addition to a 3/8 inch iron rod found lying in the north line of a tract of land conveyed to MJLA Adams, Ltd., by deed recorded in Instrument No. 20110505000462590, Official Public Records of Collin County, Texas;

THENCE, N 88°29'18" W, passing at a distance of 772.76 feet the northeast corner of a tract of land conveyed to Ann J. Ashmore, by deed recorded in Volume 2398, Page 900, Deed Records of Collin County, Texas and continuing along said Ashmore tract a total distance of 1012.76 feet to the northwest corner of said Ashmore tract and lying in the east right-of-way line of E. Hackberry Lane (variable width right-of-way);

THENCE along said east right-of way line of E. Hackberry Lane, the following courses and distances:

N 02°08'33" E, 1581.50 feet;

N 19°06'33" E, 149.30 feet;

N 48°40'33" E, 130.50 feet;

THENCE, N 76°51'33" E, 135.10 feet along said south right-of-way line of Houston Street;

THENCE, N 89°11'33" E, 742.90 feet along said south right-of-way line of Houston Street to the POINT OF BEGINNING with the subject tract containing 1,861,237 square feet or 42.728 acres of land.

TRACT 2

BEING a tract of land situated in the Gwynn Morrison Survey, Abstract No. 559, Collin County, Texas, being all of a tract conveyed to Gande-Suggala Family Trust., by deed recorded in Document No. 20201120002078510 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found lying in the north right-of-way line of Houston Street (variable width right-of-way) at the southeast corner of a tract of land conveyed to Thomas L. Beazley, by deed recorded in Document No. 20171009001348550, Deed Records of Collin County, Texas;

THENCE, N 02°03'20" E, 667.79 feet to a 5/8 inch iron rod found at the northeast corner of said Beazley tract;

THENCE, S 89°09'51" W, 169.90 feet to the northwest corner of said Beazley tract and lying in the east line of a tract of land conveyed to Isleworth Management, Inc., by deed recorded in Document No. 20170728000994210, Deed Records of Collin County, Texas;

THENCE, N 02°03'20" E, 1515.33 feet to a 5/8 inch iron rod found at the northeast corner of said Isleworth Management tract and lying in the south line of Block A of Sweetwater Crossing, an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Volume R, Page 197, Plat Records of Collin County, Texas;

THENCE, S 89°22'44" E, 478.62 feet to the northwest corner of a tract of land conveyed to Mark Fredrick Miller, by deed recorded in Document No. 20160318000324100, Deed Records of Collin County, Texas;

THENCE, S 02°03'20" W, 1703.79 feet to a 5/8 inch iron rod found at the northeast corner of a tract of land conveyed to Richard Beazley, by deed recorded in Document No. 20170818001110510, Deed Records of Collin County, Texas;

THENCE, S 89°09'51" W, 249.10 feet to a 5/8 inch iron rod found at the northwest corner of said Beazley tract;

THENCE, S 02°03'20" W, 467.15 feet to a 5/8 inch iron rod found at the southwest corner of said Beazley tract and lying in said north right-of-way line of Houston Street;

THENCE, S 89°10'05" W, 60.08 feet to the POINT OF BEGINNING with the subject tract containing 812,111 square feet or 18.644 acres of land.

TRACT 3

BEING a tract of land situated in the Gwynn Morrison Survey, Abstract No. 559 and the Henry Brantley Survey, Abstract No. 71, Collin County, Texas, being all of a tract conveyed to Isleworth Management, Inc., by deeds recorded in Document No.'s 20130903001244000 and 20170728000994210 of the Deed Records of Collin County, Texas, collectively being more particularly described as follows:

BEGINNING at the most southeastern corner of said Isleworth Management tract (20130903001244000) and the northeast corner of a tract of land conveyed to Ralph E. Graham, III and David J. Graham, by deed recorded in Document No. 20070413000503260, Deed Records of Collin County, Texas;

THENCE, N 88°05'51" W, 288.90 feet to the northwest corner of said Graham tract and lying in the east right-of-way line of T and O Railroad;

THENCE, N 00°46'23" E, 2167.43 feet along said T and O Railroad to the beginning of a non-tangent curve to the left;

THENCE around said non-tangent curve to the left having a central angle of 07°55'44", a radius of 3044.23 feet, a chord of N 03°15'12" W - 420.94 feet, an arc length of 421.28 feet to the southwest corner of a tract of land conveyed to Wal-Mat, Inc., by deed recorded in Volume 5844, Page 1650, Deed Records of Collin County, Texas;

THENCE, S 89°20'00" E, 189.36 feet to the beginning of a tangent curve to the right;

THENCE around a tangent curve to the right having a central angle of 19°19'48", a radius of 930.00 feet, a chord of S 79°40'05" E - 312.27 feet, an arc length of 313.76 feet the southeast corner of said Wal-Mat tract;

THENCE, N 20°19'16" E, 130.00 feet to the south line of Block A of Sweetwater Crossing, an addition to the City of Anna, according to the plat recorded in Volume R, Page 197, Plat Records of Collin County, Texas;

THENCE, S 89°15'24" E, 558.34 feet to the northeast corner of said Isleworth Management tract (20130903001244000) and common northwest corner of said Isleworth Management tract (20170728000994210);

THENCE, S 89°20'00" E, 381.91 feet to the northeast corner of said Isleworth Management tract (20170728000994210) and the northwest corner of a tract of land conveyed to Gande-Suggala Family Trust, by deed recorded in Document No. 20201120002078510, Deed Records of Collin County, Texas;

THENCE, S 02°03'20" W, passing at a distance of 1515.33 feet the northwest corner of a tract of land conveyed to Thomas L. Beazley, by deed recorded in Document No. 20171009001348550,

Deed Records of Collin County, Texas, and continuing a total distance of 2,183.04 feet to a 3/8 inch iron rod found at the southwest corner of said Beazley tract and lying in the north right-of-way line of Houston Street (variable width right-of-way);

THENCE, S 89°06'33" W, along said north right-of-way line of Houston Street, passing at a distance of 390.45 feet the southwest corner of said Isleworth Management tract (20170728000994210) and common southeast corner of said Isleworth Management tract (20130903001244000) and continuing a total distance of 759.84 feet to the beginning of a non-tangent curve to the left;

THENCE around said non-tangent curve to the left having a central angle of 87°11'14", a radius of 362.75 feet, a chord of S 45°30'53" W - 500.26 feet, an arc length of 552.00 feet;

THENCE, S 01°55'50" W, 105.17 feet to the POINT OF BEGINNING with the subject tract containing 3,260,386 square feet or 74.848 acres of land.

TRACT 4

BEING a tract of land situated in the Gwynn Morrison Survey, Abstract No. 559, City of Anna, Collin County, Texas, being all of a tract conveyed to Mark Frederick Miller, by deed recorded in Document No. 20160318000324100, Deed Records of Collin County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at the southeast corner of said Miller tract and the common southwest corner of a tract of land conveyed to Rodney Wayne Kanady, by deed recorded in Document No. 20170804001039210, Deed Records of Collin County, Texas and lying in the north right-of-way line of Houston Street (variable width right-of-way);

THENCE, S 89°10'11" W, 212.50 feet to the southeast corner of a tract of land conveyed to Richard Beazley, by deed recorded in Document No. 20170818001110510, Deed Records of Collin County, Texas;

THENCE, N 02°03'20" E, passing at a distance of 465.60 feet a 5/8 inch iron rod found at the northeast corner of said Beazley tract and the most eastern southeast corner of a tract of land conveyed to Gande-Suggala Family Trust, by deed recorded in Document No. 20201120002078510, Deed Records of Collin County, Texas, and continuing a total distance of 2169.39 feet to the northeast corner of said Gande-Suggala tract and lying in the south line of Block A of Steelwater Crossing, an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Volume R, Page 197, Plat Records of Collin County, Texas;

THENCE, S 89°18'38" E, 402.24 feet to 1/2 inch iron rod found at the northwest corner of a tract of land conveyed to David and Nely Johnson Revocable Trust, by deed recorded in Document No. 20181126001443680, Deed Records of Collin County, Texas;

THENCE, S 02°12'50" W, 867.04 feet to the southwest corner of said Johnson tract and the northwest corner of a tract of land conveyed to Mahavir Semwal and Vandana Semwal, by deed recorded in Document No. 20150629000780840, Deed Records of Collin County, Texas;

THENCE, S 01°57'36" W, 723.11 feet to a point at the northeast corner of said Kanady tract;

THENCE, N 87°57'19" W, 188.81 feet to a point at the northwest corner of said Kanady tract;

THENCE, S 02°02'42" W, 578.10 feet to the POINT OF BEGINNING with the subject tract containing 758,978 square feet or 17.424 acres of land.

Exhibit B

DEVELOPMENT REGULATIONS FOR COYOTE MEADOWS

(“Development Agreement” as used in these Development Regulations refers to that certain Coyote Meadows Development Agreement to which this document is attached as Exhibit B. The permitted uses and standards for development of the Property shall be in accordance with the SF-Z Single-Family Residence District - Zero lot line homes, SF-TH Townhome District, and SF-60 Single-Family Residence District of the Zoning Ordinance and applicable City Regulations, except as amended and modified in these Development Regulations and in the Development Agreement. (For the purpose of this document deletions of certain Zoning Ordinance provisions that are not applicable are indicated in Section II below in ~~striketrough~~ text and additions or changes (i.e., added or revised development standards that are in addition to or differ from the Zoning Ordinance) are indicated with underlined Green text in Section II. Section I below lists provisions that are either in addition to or differ from and supersede the Zoning Ordinance to the extent of any conflict.)

Disclaimer: Zoning Ordinance modifications set forth herein are specifically related to the Property associated with the Development Agreement and shall not apply to any additional areas within or outside of the city limits.

I. Illustrative Layout; Conflicts and General Terms.

1. Development shall generally comply with Exhibit 1 – “Illustrative Layout” to these Development Regulations. Where there is a conflict between the Illustrative Layout and these Development Regulations, these Development Regulations shall control.
2. Details on a Concept Plan that differ from the Illustrative Layout which do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted or increase the density, building height, or coverage of the site and which do not decrease the off-street parking ratio, reduce the yards provided at the boundary of the site, all as indicated in these Development Regulations, may be authorized by the City Council as part of the zoning process. The City Council will approve a Concept Plan if the plan conforms to these Development Regulations.
3. A preliminary plat shall suffice in place of a required development plan and/or detailed site plan. A plat may be submitted for the total area of the Property or for any section or part shown on the Concept Plan. The requirement to submit a development plan or detailed site plan is expressly waived.
4. Where there is a conflict between these Development Regulations and the City’s Zoning Ordinance, these Development Regulations shall control.
5. Terms that are not defined in these Development Regulations shall have the meanings ascribed to such terms in the City’s Zoning Ordinance or the Development Agreement, as applicable.

When there is a conflict between the City's Zoning Ordinance and the Development Agreement, the Development Agreement shall control.

6. Maximum number of lots:
 - A. Maximum number of residential lots (combined total of SF-60, SF-Z and SF-TH, but not including common area or open space lots): 731 lots.
 - B. Minimum number of SF-60 lots: 250 lots.
 - C. Maximum number of SF-Z lots: 309 lots.
 - D. Maximum number of SF-TH lots: 154 lots.
7. North of Houston Street, SF-TH lots shall be setback a minimum of 70 feet from the edge of the Dallas Area Rapid Transit (DART) rail line right-of-way. South of Houston Street, SF-TH lots shall be setback a minimum of 25 feet from the edge of the Dallas Area Rapid Transit (DART) rail line right-of-way.
8. Fencing: All fences on the portion(s) of a residential lot adjacent to an open space/common area lot(s), with the exception of lots backing and/or siding to required HOA lots adjacent to major thoroughfares and/or lots adjacent to or facing the Dallas Area Rapid Transit (DART) rail line right-of-way, must be ornamental metal fences, such as wrought iron or tubular steel. Fences constructed between residences may be wood. All wood privacy fencing between residences shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.
9. Private Amenities:
 - A. The open space/common area lots shall be provided in the general location shown on the Illustrative Layout; provided, however, that the final locations of the open space/common area lots shall be determined at the time of Concept Plan approval by the City Council, and may be approved in phases per platting approval by the City Council. The City Council may approve variations to the location/layout, size and/or boundaries of the open space/common area lots as part of plat approval.
 - i. The linear open space/common area lots (minimum 10.3 acres in the aggregate) shall include landscaping, benches, trash receptacles, pet waste stations, and a trailhead with either a playground, pavilion, or similar gathering area serving residents of the subdivision. Such linear open space/common area shall have a maximum slope of 10% and shall be exclusive of street and alley rights-of-way, individually platted residential lots without open space easements, private yards and patios.

- B. The location of the trail system shall be in general conformance with the Illustrative Layout; provided, however, that the final locations of the trail system shall be determined at the time of Concept Plan approval by the City Council, and may be approved in phases per platting approval by the City Council. The City Council may approve variations to the locations of the trail system as part of plat approval.
 - a. Primary trails (as generally shown on the Illustrative Layout and as may be modified in the Concept Plan or as part of plat approval) shall be a minimum 10 feet.
 - b. Secondary trails (as generally shown on the Illustrative Layout and as may be modified in the Concept Plan or as part of plat approval) shall be a minimum 5 feet.
- C. For the development area south of Houston Street a pocket park with a minimum of 3.0 acres shall be provided in addition to the minimum 10.3acre linear open space/common areas required pursuant to subsection 9(A)(i) above.
- D. A private amenity center facility shall be provided as part of the development. The amenity center facility shall include, at a minimum, a pool, bathroom facilities, guest parking, and associated improvements.
- E. Open space/common area lots shall be privately owned and maintained by a homeowners' association.
- F. The trail system shall be accessible and open to the general public. The remaining open space/common area lots and amenities located within such areas may be reserved for private use, at the property owner's discretion.

10. Infrastructure Improvements

- A. Within the area of development north of Houston Street and south of Rosamond Parkway, the north/south R.O.W. proposed along the eastern edge of the linear open space shall be a single load street as shown on the Illustrative Layout.
- B. The City agrees to cooperate with the property owner or developer to facilitate the realignment of FM 2862 (Houston Street) and N. Sherley Avenue to allow a T intersection as shown on the Illustrative Layout.

II. ARTICLE 9.04 ZONING ORDINANCE

1. Sec. 9.04.015 SF-TH Townhome District

(d) Height and area regulations.

(2) Minimum lot sizes for townhouses and zero lot line houses shall be ~~3,000~~ 2,600 square feet per dwelling unit.

~~(g) —Miscellaneous provisions.~~

~~(1) —Rear entry off-street parking shall be provided for all uses established in this zone.~~

~~(2) —Site plan approval shall be required prior to development.~~

2. **Sec. 9.04.033 Special uses**

(e) Patio homes. (Applies to the SF-Z lots only)

(1) Location on lot. Patio home developments shall be developed as a center load product with a minimum 5-foot side yard setback. ~~zero lot line homes. One side yard shall be reduced to zero feet, while the other side yard shall be increased to a minimum of 10 feet. A minimum five-foot wide maintenance easement shall be placed on the adjacent lot to enable the property owner to maintain his house. Side yards and maintenance easements shall be placed on the subdivision plat. A minimum separation between patio homes of 10 feet shall be provided. The combined area of all structures shall not exceed 65% of the lot area.~~

(4) Side yard setback. The minimum side yard shall be ~~zero~~ five feet ~~except that there shall be at least 10 feet of separation between structures. When patio homes are constructed with a zero side yard, five feet on the lot adjacent to the zero setback shall be dedicated as an access easement for the zero setback patio home. There shall be a minimum of 20 feet from any property line adjacent to a street.~~

~~(5) —Lot frontage. The minimum frontage of any patio home shall be 25 feet on residential streets and 35 feet on collector and thoroughfare streets.~~

(6) Lot area. The minimum lot area for any development lot for patio homes shall be ~~2,800~~ 4,800 feet.

~~(7) —Maximum length of structures. No zero lot line structure shall have an overall length exceeding 250 feet.~~

(9) Parking. Two off-street spaces per dwelling unit plus 1/2 space per dwelling unit for visitor parking within 600 feet of each dwelling unit. The visitor parking requirements may be eliminated or reduced at the time of site plan or subdivision

plat approval with a finding that there is adequate on-street parking for visitors.

~~(11) Usable open space requirements. Each parcel of land developed under patio home standards shall provide usable open space totaling 15% of the area of a patio home development. Such open space shall have a maximum slope of 10% and shall be exclusive of street and alley rights-of-way and/or easements, individually platted lots without open space easements, private yards and patios. The 15% shall be computed on the percentage of total platted area in a patio home subdivision, excluding right-of-way for major and secondary thoroughfares (as described in the current comprehensive plan). At the time of site plan and/or subdivision plat approval, the city council may give full or partial credit for open areas that exceed the maximum slope or which are otherwise unusable if it is determined that such areas are environmentally or aesthetically significant and that their existence enhances the development.~~

3. Sec. 9.04.034 Supplementary district regulations

(e) Residential architectural standards.

(3) Garages for SF-60 lots only (this provision shall not apply to SF-Z or SF-TH lots).

On front entry garages the face of a garage may not: (i) be extended more than ten feet beyond the remainder of the front elevation of the primary living area of a house; or (ii) be over 60% of the total frontage width of a house except where swing drives ("J" drives) are used. Porches or columns are not considered part of the front elevation of the primary living area.

(4) Building articulation. At least four facade articulation techniques are required on each single-family home to add architectural variety and interest to a building. The following features shall be acceptable techniques of exterior articulation.

(A) A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; balconies; brackets; shutters; keystones; dormers; louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)

(B) Horizontal banding continuing the length of the wall that faces a street, or other similar highly visible areas.

(C) ~~The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.~~ The use of at least two different material types on the front elevation with a minimum of ten percent coverage of the non-primary material type. For example, the use of both brick and stone on the front elevation with a minimum of ten percent coverage of the non-primary element. The two different material types may be provided using different styles of siding (e.g., horizontal lap siding, board and batten siding, shake siding, and multiple width lap siding) that

provide differentiation from the primary cladding for a minimum of ten percent coverage of the front elevation. For example, the use of both (i) shake, and (ii) board and batten siding, with a minimum of ten percent coverage of the non-primary siding style. If more than two different material types are provided with a minimum of ten percent coverage for at least two of the non-primary material types (e.g., for siding, provides differentiation from the primary cladding with at least two different siding styles), the exterior cladding may be counted to satisfy up to two of the four required façade articulation techniques.

(D) Front porch of at least 50 square feet.

(E) The installation of at least two (2) coach lights.

(F) Other techniques for building articulation can be substituted if administratively approved by the administrative official.

(G) Picture framed windows.

(H) Front door made primarily with glass material.

(I) A farmhouse style garage door or use of hardware to enhance or augment the garage door.

(6) Masonry content.

(A) Masonry Content for SF-60 lots and SF-Z lots.

i. For at least twenty-five percent (25%) of the SF-60 lots and at least twenty-five percent (25%) of the SF-Z lots:

a. The exterior walls (excluding windows, doors, covered patios, and porches) on the front elevation and side elevations of single-family homes shall be 100 percent masonry below the highest plate line. The rear elevation does not have a minimum masonry percentage requirement.

ii. In addition to the homes that satisfy the requirements of subsection 6(A)(i) above, for at least twenty-five percent (25%) of the SF-60 lots and at least twenty-five percent (25%) of the SF-Z lots:

1) The exterior walls (excluding windows, doors, covered patios, and porches) on the front elevation of single-family homes shall be at least 50 percent masonry. The side and rear elevations do not have a minimum masonry percentage

requirement. Side elevations facing public right-of-way or common areas shall provide at least two articulation techniques from the list in subsection 9.04.034(e)(4) (as modified in these Development Regulations).

- iii. Architectural trim features such as dormers or gables shall not be subject to the masonry requirements. Therefore, these features shall not be counted as exterior wall surface when calculating the numerator or the denominator for the masonry requirement and may be located on any wall surface.
- iv. For any single-family homes located on a SF-60 lot or a SF-Z lot that do not meet the requirements of either subsection 6(A)(i) or 6(A)(ii), the front elevation of those homes shall provide at least two different material types for the front elevation (with a minimum of ten percent coverage of the non-primary material type) as one of its building articulation techniques per subsection 9.04.034(e)(4)(C) (as modified in these Development Regulations). The remaining elevations do not have any material requirements.
- v. Second floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first-floor front elevation vertical plane.
- vi. Exceptions to the residential architectural standards in this subsection may only occur after application and review by the planning and zoning commission and approval by the city council by specific use permit.

(B) Masonry Content for SF-TH.

- i. The exterior walls (excluding windows and doors) on the front elevation of any residential building shall be at least 30 percent masonry, including all stories that make-up the front elevation. The remaining elevations do not have any masonry requirements. For purposes of this requirement, if multiple residential units are attached, they shall all be considered a part of the same *building* so that the 30 percent masonry percentage requirement is calculated based upon the front elevation of all units that are attached (and not on a unit-by-unit basis).
- ii. Architectural trim features such as dormers or gables shall not be subject to the masonry requirements. Therefore, these features shall not be counted as exterior wall surface when calculating the numerator or the denominator for the masonry requirement and may be located on any wall surface.
- iii. Second or third floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first-floor front elevation vertical plane.

- iv. Exceptions to the residential architectural standards in this subsection may only occur after application and review by the planning and zoning commission and approval by the city council by specific use permit.

~~(A) — Except as noted below, the exterior walls (excluding windows and doors) on the first floor front elevation of any single-family home shall be 90 percent masonry and 80 percent on the second floor front elevation. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 80% masonry.~~

~~(B) — Except as noted below, the exterior walls (excluding windows and doors) on the front elevation of any multifamily structure shall be 100 percent masonry. The total surface area of the remaining exterior walls (excluding windows and doors) shall be 90% masonry.~~

~~(C) — Second floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first floor front elevation vertical plane.~~

~~(D) — Residential masonry standards do not apply to the SF-1 district.~~

~~(E) — The masonry standards that apply to the front elevation of a single-family home as described in subsection (6)(A) above shall also apply to any exterior walls on a single-family home that are: (i) adjacent to and face a public street or right-of-way; or (ii) visible from and located immediately adjacent to a public park, reserved open space or neighborhood common area, or an undeveloped flood hazard or drainage area that is also adjacent to a public street.~~

4. APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

Each lot type shall be developed in accordance with the area regulations contained in Table 1 below.

TABLE 1

	(SF-60)	(SF-Z)	(SF-TH)
Maximum Height (feet)	35'	35'	35'
Side Yard, Interior (feet)	(e) <u>5'</u>	(a) <u>5'</u>	(b)
Side Yard, Corner Lot, Street Side (feet)	15' <u>10'</u>	15' <u>10'</u>	15' <u>10'</u>
Rear Yard (feet)	25' <u>20'</u>	25' <u>20'</u>	25' <u>20'</u>
Front Yard (feet)	25' <u>20'</u>	20'	20'

Lot Area (feet)	6,000	4,500 4,800	2,700 <u>2,600</u> per unit
Min. Lot Width (feet)	50'	40'	<u>25'</u> <u>26'</u>
Min. Lot Depth (feet)	120'	100' <u>120'</u>	160' <u>100'</u>
Max. Lot Coverage (%)	45% <u>55%</u>	50% <u>55%</u>	60%
Building Size (square feet)	1,800 <u>1,500</u>	1,200	900 <u>1,200</u>
Min. Masonry (%)	80%	80%	80%

(b) 14-foot 10 feet between ends of buildings.

ARTICLE 9.06 LANDSCAPE REGULATIONS

1. Sec. 9.06.006 Minimum landscaping requirements

(d) Single-family and duplex lots and subdivisions.

(1) For all SF-60 and SF-Z lots ~~single-family and duplex parcels~~, builders shall be required to plant one ~~two~~ large trees (minimum of three-inch caliper and seven feet high at time of planting) per lot prior to obtaining a certificate of occupancy. ~~At least one of the trees shall be located in the front yard.~~ For all SF-TH lots, builders shall be required to plant a minimum of one large tree (minimum of three-inch caliper and seven feet height at time of planting) per every two units. Existing quality trees of at least three-inch caliper size located on an SF-60, SF-Z, or SF-TH lot shall count to meet this standard if appropriate tree protection measures have been followed.

(2) Requirements for single-family residential ~~and duplex~~ lots. Three-inch caliper trees selected from the large tree list in this article shall be planted on all single-family residential, ~~duplex~~, and town home lots. ~~At least one of the trees must be placed in the front yard of the lot.~~ The following minimum standards apply:

Single-Family Residential - 60 (SF-60)	2 <u>1</u> trees
Single-Family Residential - Zero Lot Line (SF-Z)	2 <u>1</u> trees
Single-Family Residential- Town Home (SF-TH)	1 tree <u>every 2 units</u>

(4) For all open space/common area parcels, developers shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of public street frontage along such open space/common area lot. Trees may be grouped or clustered to facilitate site design.

(5) Minor modifications: The Director of Development Services or his/her designee is authorized to administratively approve modifications to landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.

Exhibit 1 to Development Regulations for Coyote Meadows

Illustrative Layout

(see attached)

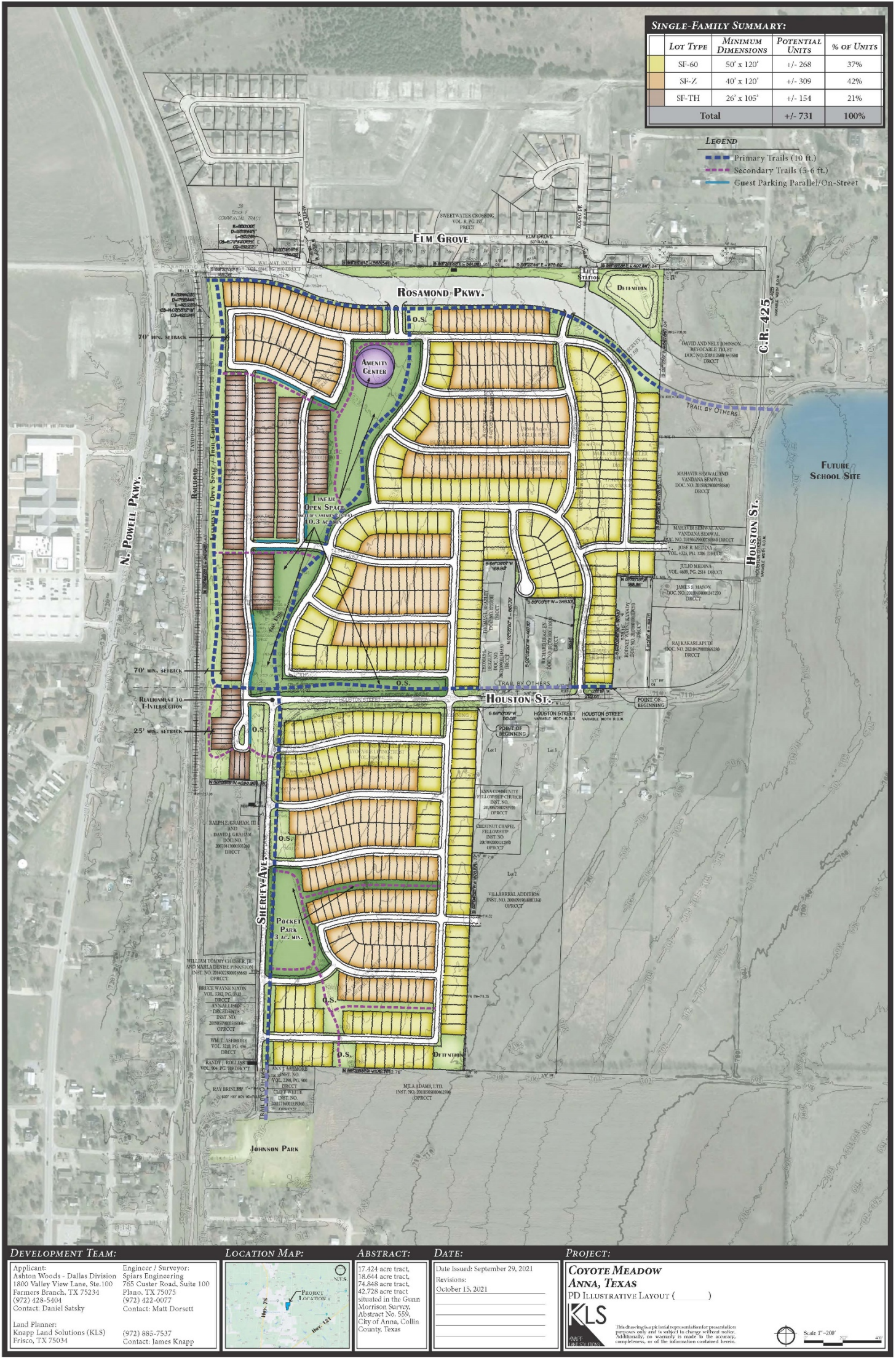


Exhibit C

DEPICTION OF LIFT STATION IMPROVEMENTS

(see attached)

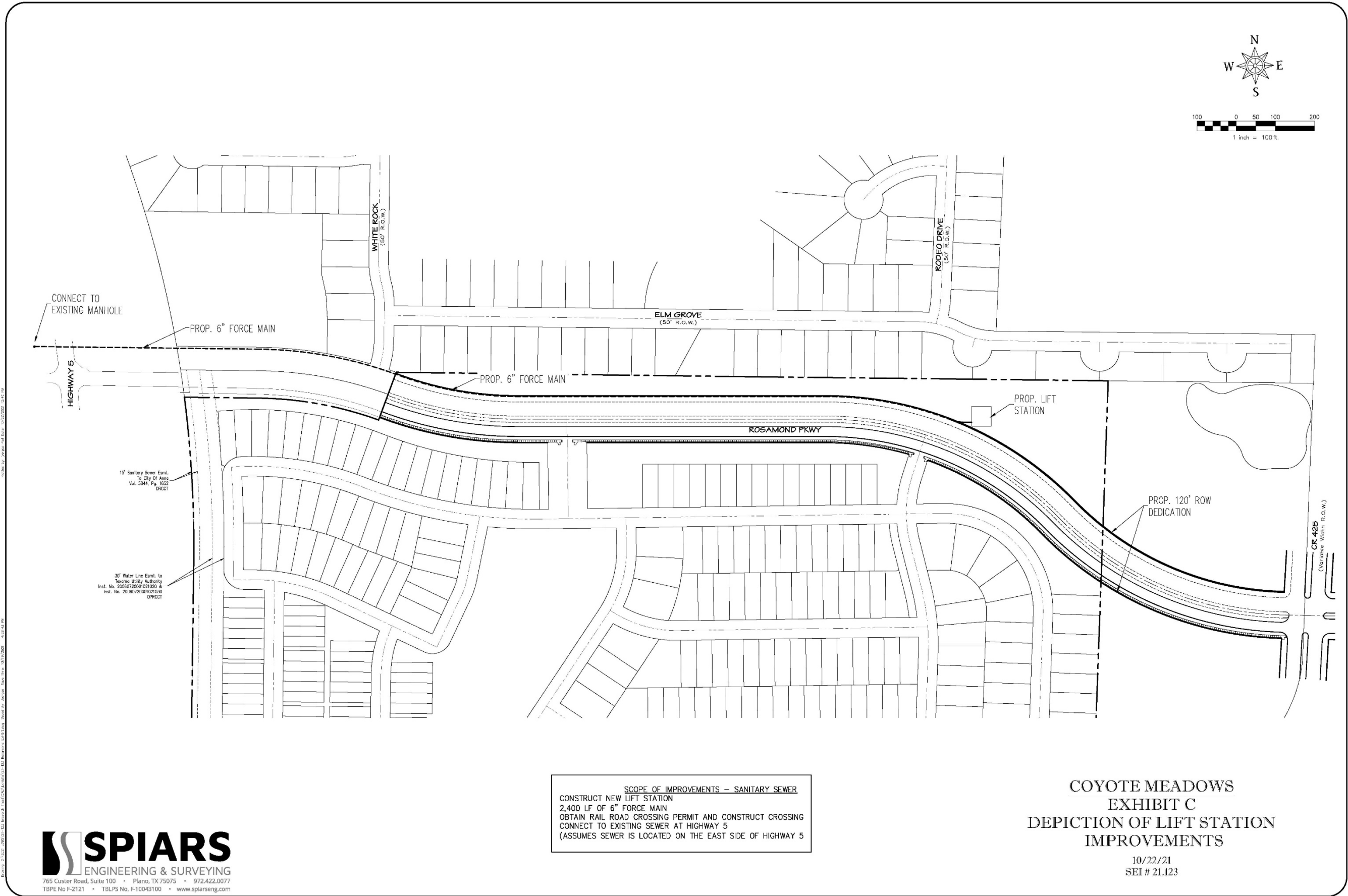


Exhibit D

DEPICTION OF ROADWAY DEDICATION

(see attached)

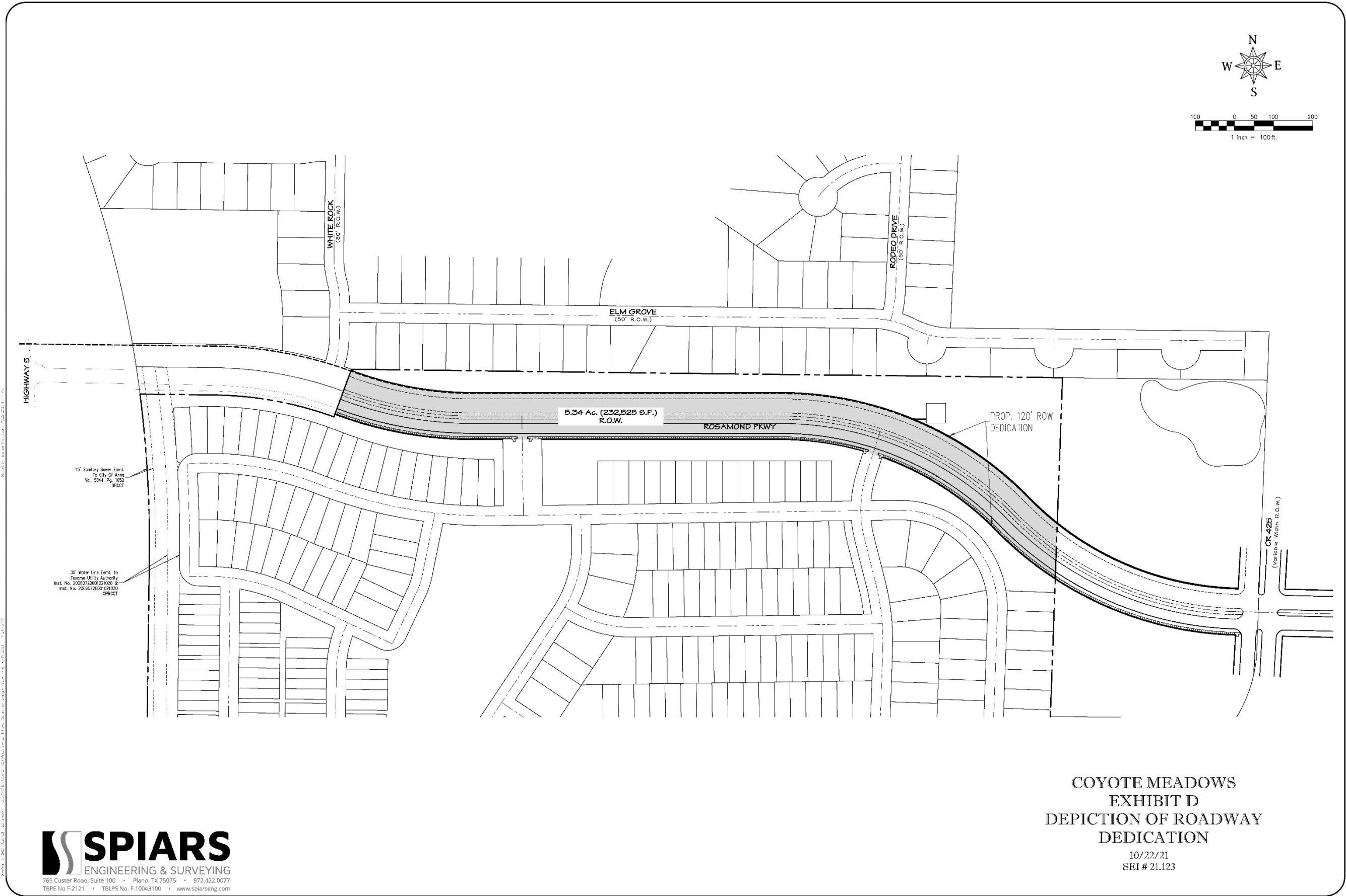


Exhibit E

DEPICTION OF ROADWAY IMPROVEMENTS

(see attached)

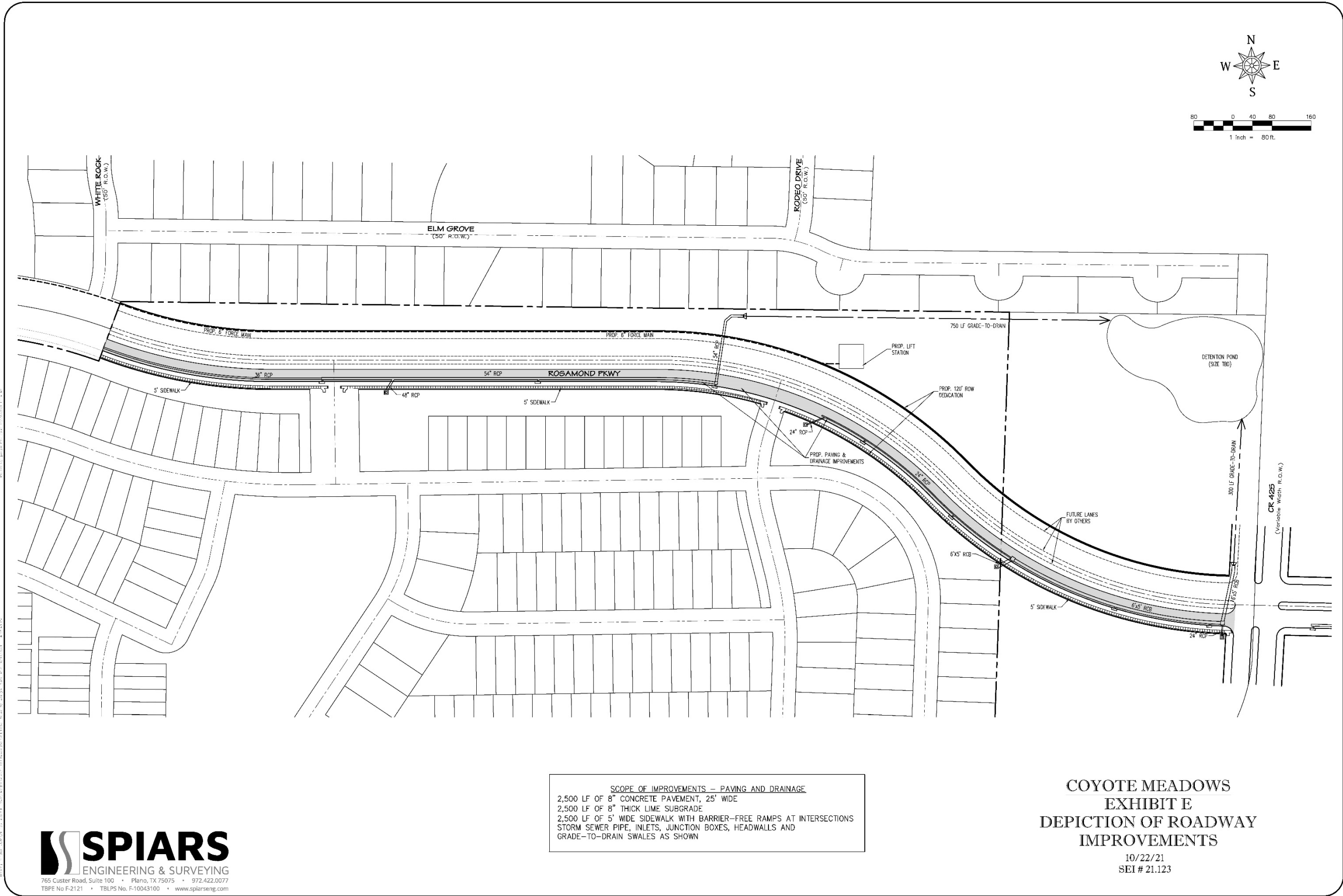


Exhibit F

FORM OF ANNEXATION PETITION

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF ANNA, TEXAS:

The undersigned owners of the hereinafter described tract of land voluntarily request and petition your honorable City Council to extend the present city limits to include as part of the City of Anna, Texas (the "City"), the following described territory, to wit:

[Here describe the area covered by the petition]

We certify that the above-described tract of land is within the City's extraterritorial jurisdiction, and that this petition is signed and duly acknowledged by each and every person having an ownership interest in said land.

Signed: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20__.

Notary Public in and for
The State of Texas

Exhibit G
OPEN SPACE PLAN

(see attached)





Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Marc Marchand

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to enter into a temporary road closure agreement with TxDOT for the Chamber of Commerce Christmas Parade. (Neighborhood Services Marc Marchand)

SUMMARY:

The Resolution before the City Council authorizes the City Manager to enter into an agreement with TxDOT for the temporary road closure of State Highway 5 to allow the Greater Anna Chamber of Commerce to proceed with their Christmas Parade on December 11.

The approved Resolution by Council and signed agreement between the municipality and state are requisite documents in order for the Chamber to proceed with the event. In addition, the Chamber will be providing a traffic maintenance plan as part of their submittal.

Though not part of the action item before Council, staff would like to highlight that the City will be waiving fees (\$375) and covering certain expenses such as barricades and staff overtime (\$2,500 and \$1,000 respectively) for this community event.

FINANCIAL IMPACT:

There is no financial impact associated with the request for temporary road closure.

There will be a financial impact associated with the waiving of fees (\$75 fees; \$300 refundable deposit) and costs of services provided to the Chamber for their event. At this time, the estimated costs for overtime pay for public safety and public works is approximately \$2,500; the cost for barricades and traffic plan is approximately \$1,000.) With the consensus of the Council, staff will cover the staff costs, forgive the permit fees and reimburse the barricade expenses not to exceed the stated limits

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff seeks Council input on this item.

ATTACHMENTS:

1. Resolution Authorizing City Manager
2. Traffic Agreement

APPROVALS:

Ryan Henderson, Assistant City Manager
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 10/22/2021
Approved - 10/22/2021
Final Approval - 10/22/2021

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, TEXAS ESTABLISHING THE GREATER ANNA CHAMBER OF COMMERCE'S CHRISTMAS PARADE AS AN EVENT THAT SERVES A VITAL PUBLIC SERVICE TO THE COMMUNITY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS IN REQUESTING THE TEMPORARY CLOSURE OF STATE HIGHWAY 5

WHEREAS, the Greater Anna Chamber of Commerce wishes to host the Christmas Parade on December 11th from 12pm to 1pm; and

WHEREAS, the Greater Anna Chamber of Commerce requested a Special Event Permit for the Christmas Parade from the City of Anna in accordance with The Anna City Code of Ordinances Division 4. Special Events, Sec. 10.02.111 through Sec. 10.02.115; and

WHEREAS, the Special Event ordinance authorizes the City Manager to approve a Special Event Permit for the Greater Anna Chamber of Commerce; and

WHEREAS, the Special Event ordinance authorizes the City Manager to waive certain fees and charges for the Greater Anna Chamber of Commerce; and

WHEREAS, the City Manager and City Council has determined that the Christmas Parade serves a vital positive public service; and

WHEREAS, the parade route necessitates the need to request a temporary closure of a portion of State Highway 5 from the Texas Department of Public Transportation; and

WHEREAS, the City Council hereby authorizes the City Manager to enter into an agreement with the State of Texas for such temporary closure.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THAT THE GREATER ANNA CHAMBER OF COMMERCE'S CHRISTMAS PARADE AS AN EVENT THAT SERVES A VITAL PUBLIC SERVICE TO THE COMMUNITY AND THAT THE CITY MANAGER IS AUTHORIZED TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS IN REQUESTING THE TEMPORARY CLOSURE OF STATE HIGHWAY 5.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 26th day of October 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

RES.

PAGE 1 OF 1

STATE OF TEXAS §

CITY OF ANNA, TEXAS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Anna, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Highway 5, in Collin County; and

WHEREAS, the local government has requested the temporary closure of Highway 5 for the purpose of Christmas Parade, from 12:00 PM, December 11, 2021 to 1:00 PM, December 11, 2021 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 26th day of October, 2021, the Anna City Council passed Resolution No. , attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC § 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs not assumed by a third party for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent unauthorized vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by unauthorized vehicles or

pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government: City of Anna Attn: City Manager 111 N. Powell Pkwy Anna, Texas 75409	State: Texas Department of Transportation _____ _____ _____
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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF ANNA

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Jim Proce, City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Agreement No. _____

Exhibit A

Agreement No. _____

Exhibit B

Agreement No. _____

Exhibit C



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 10/26/2021
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action appointments for the Board of Adjustment. (City Secretary Carrie Land)

SUMMARY:

Currently, Place 5 on the Board of Adjustments is vacant. Council may appoint a candidate to fill the vacancy. This is an un-expired term ending May 2022.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Terri Doby, Budget Manager
Jim Proce, City Manager

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Approved - 10/20/2021
Final Approval - 10/22/2021