

City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Joel Castro, At-Lg P2
Martin Vela, District A
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda Thursday, December 19, 2024

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on Thursday, **DECEMBER 19, 2024**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Finance & Utility Billing - Annual Departmental Presentation.
- B. Recognition of Alvin Volunteer Firefighters who assisted the Rosharon Volunteer Fire Department on October 22, 2024, in response to the collapse of a manufactured home.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the December 5, 2024, City Council Workshop minutes.
- B. Consider approval of the December 5, 2024, City Council meeting minutes.
- C. Consider the cancelation of City Council Meeting for January 2, 2025.
- D. Consider Resolution 24-R-37, ratifying the City Manager's appointment of Jeffrey Foley to the City of Alvin Civil Service Commission Place One (1), for a three (3) year term, to expire December 31, 2027; and setting forth other provisions related thereto.
- E. Consider approving the lease agreements with Enterprise Fleet Management for sixteen (16) lease vehicles for an amount not to exceed \$133,111.92 from the FY25 budget; and authorize the City Manager to sign the Lease Agreements upon legal review.

6. OTHER BUSINESS

- A. Consider Resolution 24-R-38 of the City Council of the City of Alvin, Texas, accepting the donation of \$10,000 from the Hand in Hand Child Development Center to the Alvin Animal Adoption Center; and providing for other matters related thereto.

- B. Consider Ordinance 24-II, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356 of the Texas Transportation Code, upon the basis of a Texas Department of Transportation engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication, and effective date; and setting forth other provisions related thereto.
- C. Consider Resolution 24-R-39, by the City Council of the City of Alvin, Texas, revising the City's Athletic Facilities Policy for the Use of the City's Parks and Recreational Facilities; updating the Alvin Sport Association List as set forth in Exhibit A; establishing an effective date; and setting further other related matters thereto.
- D. Consider Resolution 24-R-40, by the City Council of the City of Alvin, Texas, amending the City of Alvin's Personnel Policy Manual to include the addition of Veterans Day as an official City Holiday, detailed holiday pay terms for shift workers, an adjustment to the Mental Health Leave policy from a fiscal year based system to a rolling 12-month period, and the inclusion of a payback clause in the paid parental leave section; and providing for other matters related thereto.
- E. Consider appointment to Parks Board.
- F. Discuss appointments to the Tax Increment Reinvestment Zone (TIRZ) 1 and TIRZ 2 (Kendall Lakes).
- G. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

- A. Items of Community Interest and/or review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY December 16, 2024, at 5:30 p.m.**



/s/ Dixie Roberts
Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

Finance

&

Utility Billing

Chris Thomas



BEING A FINANCE DIRECTOR IS EASY!

IT'S LIKE RIDING A BIKE.

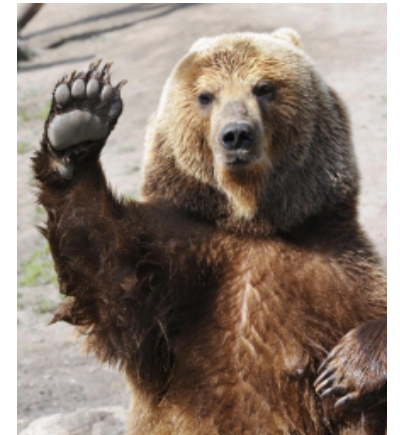


WELL...LIKE 23 BIKES...

ALL AT THE SAME TIME...



AND THE BIKES ARE ON FIRE...



OH...DID I MENTION THE BEAR?!

Finance Department

Our mission is to develop, implement and maintain sound financial accounting policies and procedures. We strive to ensure the integrity of the City's finances by using low-risk financial planning, budgeting conservatively, recording all transactions in compliance with Generally Accepted Accounting Principles (GAAP), and protecting the City's and taxpayers' assets.

Who We Are

Finance Director – Chris Thomas

Accountant – Sokheng Thou

Accountant – Darrell Hunting

Accounts Payable Technician – Ester Garay

What Do We Do

- **Internal Customer Support**
- **Preparation of an Annual Budget Document**
- **Maintain Compliance with Applicable City, State, and Federal Statutes Pertaining to Finance**
- **Coordinate and Assist 3rd Party Auditors with Mid-Year and End-of-Year Auditing Procedures and Report**
- **Administer the Credit Card Purchasing Program Through Wells Fargo**

What Do We Do (cont.)

- **Maintain Capital Asset Records**
- **Coordinate with Human Resources to Handle the Payroll and Benefits Payments for City Employees**
- **Investment of City Held Funds**
- **Payment on Prior Debt Issues and Administration of New Debt when Needed for Projects**
- **Insurance for City-Wide Assets and Events**
- **Accounts Payable for Purchased Items and Services**

Some of the Numbers

- **Regular Checks – 1,543 for \$6,571,464**
- **EFT Payments – 1,206 for \$21,066,822**
- **Payroll Payments – 7,451 for \$11,096,657**
- **General Fund 2024 - \$23,003,135**
- **General Fund 2025 - \$24,282,011**
- **Utility Fund 2024 - \$15,363,006**
- **Utility Fund 2025 - \$16,664,576**

What We Accomplish



Print Freedom

Need help with Logging in?
Forgot Password?



Welcome
Please login

Please enter your information to begin:

Access ID:

Username:

Password:

Log In

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Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Alvin
Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended
September 30, 2023

Christopher P. Morill
Executive Director/CEO



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Alvin
Texas**

For the Fiscal Year Beginning
October 01, 2023

Christopher P. Morill
Executive Director

Utility Billing Department

Our mission is to strive to provide the highest level of customer service to past, current, and future water, sewer, and garbage account holders with the City of Alvin. We utilize advancements in technology that allow for more efficient reads, as well as alerts for usage and anomalies, combined with tried-and-true customer service techniques to achieve the desired customer service goals.

Who We Are

Utility Billing Manager – Amy Sanchez

Utility Billing Specialist – Sarah Browder

Utility Billing Clerk – Shivana Debesingh

Utility Billing Clerk – Kristen Ruiz

Meter Technician – Daniel Gutierrez

Meter Technician – Rogelio (Troy) Mendoza

What We Do

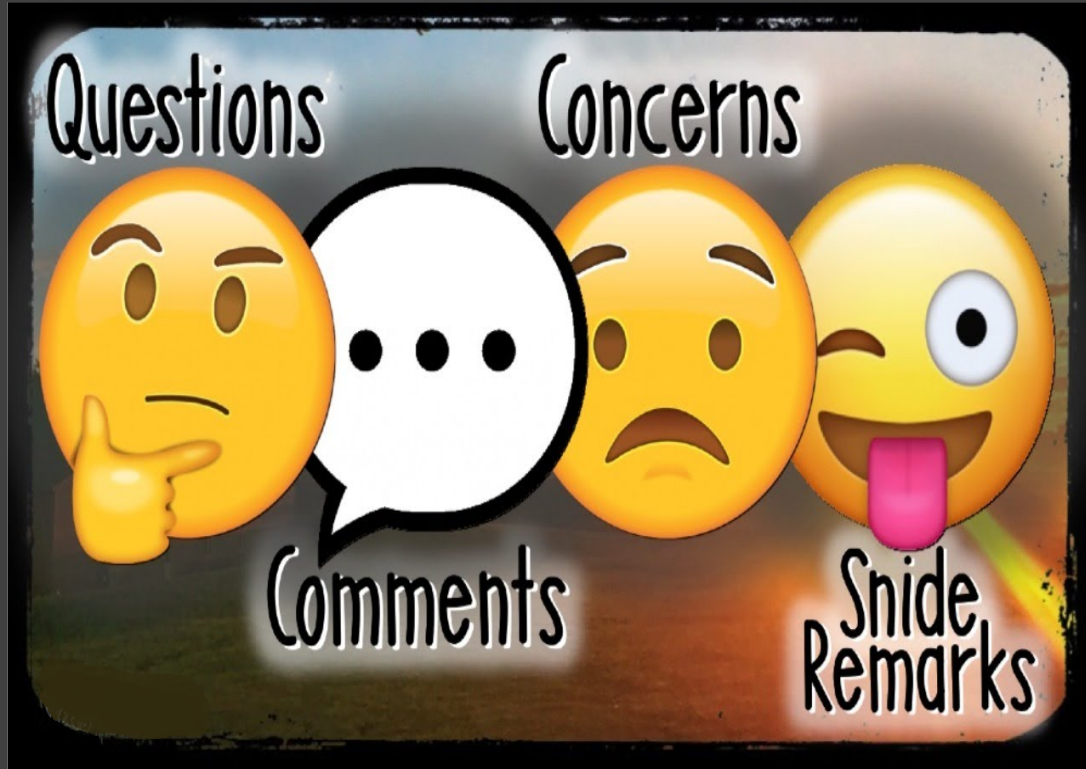
- ❖ Meter Reads for the 8,600+ Water Accounts**
- ❖ 12 Billing Cycles per Year and Customer Payments that Result from Billings**
- ❖ Setup New Accounts for Residents Moving to Alvin**
- ❖ Occupancy Changes for Residents Moving in Alvin**
- ❖ Meter Re-reads, Connections, Disconnections, and Installs**
- ❖ Liaison for Solid Waste 3rd Party Vendor**

Some of the Numbers

- ❖ **New Customer Accounts – 556**
- ❖ **Cash/Check Payments – 32,805**
- ❖ **Online Credit/Debit Payments – 45,847**
- ❖ **In Person Credit/Debit Payments – 3,011**
- ❖ **Water Revenue FY 2024 - \$7,240,650**
- ❖ **Sewer Revenue FY 2024 - \$7,755,349**
- ❖ **Meter Re-reads - 538**

What We Accomplish

- ❖ Upgrade to Sensus Analytics is Complete**
- ❖ Established High Consumption List and Continuous Flow List to Preemptively Call Customers**
- ❖ Text-to-Pay Has Been Added to Payment Options**
- ❖ Waterline Quarterly Newsletter Has Been Added to Customer Communication Interaction**





AGENDA COMMENTARY

Meeting Date: 12/19/2024

Department: Fire Department

Contact: Kendall Hunting, Fire Chief

Agenda Item: Recognition of Alvin Volunteer Firefighters who assisted the Rosharon Volunteer Fire Department on October 22, 2024, in response to the collapse of a manufactured home.

Type of Item: Presentation

Summary: The Alvin Volunteer Fire Department was dispatched on Sunday afternoon October 22, 2024, at 5:20 pm to assist Rosharon Volunteer Fire Department and other agencies on a rescue of trapped people. A manufactured home was in the process of being leveled, and several people were under the home placing concrete blocks to level it when the structure shifted and collapsed on them. Initial size-up determined the need to cut through flooring and structural members of the structure to access the victims. Due to the number of victims and the location under the structure, rescue personnel were divided into five different teams. Fourteen (14) Alvin firefighters were operating in three (3) separate areas of the structure with mechanical devices and hand tools. As victims were freed from entrapment, they were transferred to EMS personnel for assessment, treatment and transport. Four (4) severely injured patients were transported by LifeFlight helicopters four (4) to trauma centers for definitive care. Even when directed to take a break, all the rescue personnel respectfully declined and continued working to free the trapped victims. Driven by compassion and determination to gain access to the victims, Alvin firefighters worked in hot, noisy, dirty and dangerous conditions for four (4) hours until all patients and victims had been removed.

Alvin firefighters that worked at the incident:

- FF Denise Adams
 - Captain Stacy Adams
 - FF Wendell Bailey
 - FF Matthew Egbert
 - FF Josh Elkins
 - FF Fernando Hinojosa
 - FF Mark Knapp
 - FF Josh Palin
 - FF Matt Pallardy
 - FF Jason Quirk
 - FF Michael Rios
 - FF Andy VanDine
 - FF Joey VanDine
 - Captain Jason Wanat
-

Funding Expected: Revenue _ Expenditure _ N/A _ **Budgeted Item:** Yes _ No _ N/A _
Funding Account: ____ **Amount:** ____ **1295 Form Required?** Yes _ No _
Legal Review Required: N/A _ Required _ **Date Completed:** ____
Finance Review Required: N/A _ Required _ **Date Completed:** ____

Supporting documents attached:

None

Recommendation:

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: __

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, DECEMBER 5, 2024
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Meagan DeKeyser, Richard Garivey, Glenn Starkey, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discussion on annexation strategies and implementation timelines.

Council Member Vela opened the discussion by providing an overview of his professional background, establishing context for his expertise and motivation in presenting strategies for annexation plans. He emphasized the necessity of a structured strategy to guide the City of Alvin's growth. He highlighted recent development trends and identified areas with significant growth potential. To capitalize on these opportunities, Vela proposed developing a standardized annexation incentive package and forming a dedicated team of city staff to oversee annexation and growth strategies. The proposed team would include department heads, the City Manager, Fire and Police Chiefs, the City Secretary, and the Economic Development Director. Vela outlined several initiatives aimed at incentivizing growth and attracting developers. These included marketing campaigns to promote the City of Alvin, offering property tax deferrals for developers committing to build in Alvin, and encouraging contributions to city beautification and community engagement spaces. He also stressed the importance of incentivizing developers within the Extraterritorial Jurisdiction (ETJ), ensuring they remain part of Alvin. Any requests to release land from the ETJ should be carefully reviewed to understand the developers' motivations. In addition, Vela identified missed opportunities for sustainable energy initiatives, highlighting Alvin's strategic location for such projects. He expressed concern about the city losing control over its development and the potential erosion of its "Hometown" feel if growth is not proactively managed. He cautioned that neighboring cities could take advantage of land released from Alvin's ETJ. The discussion included several key topics, such as the motivations for developers to remain in Alvin's ETJ without access to city infrastructure or services, the legal frameworks governing ETJ land release requests under recent state laws. The integration of the existing industrial district into growth strategies and the potential expansion of infrastructure—including a wastewater treatment plant in western Alvin—were also addressed. As a next step, Vela proposed that once a team of staff is identified, they should develop a comprehensive growth plan. This plan would outline basic strategies to attract development and include a minimum incentives proposal tailored for potential developers. In conclusion, the Council recognized the importance of proactive planning to guide Alvin's growth while preserving its unique character.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:45 p.m.

PASSED and APPROVED the 19th of December 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, DECEMBER 5, 2024
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Joel Castro, Meagan DeKeyzer, Richard Garivey, Glenn Starkey, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Ron Schmitz, Director of EMS/Emergency Management Coordinator, and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Dixie Roberts, Assistant City Manager/City Secretary, gave the invocation. Council member Moore led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Recognition of members of the Downtown Grant Committee.

Paul Chavez, Director of Economic Development, thanked Committee members Paul Stanton, Chad Dudley, and Mary Smith for their service.

Presentation of Downtown Business Grant Check to Mega Mart.

Paul Chavez, Director of Economic Development, presented a check to Anwar Khan for the Downtown Business Grant on behalf of the City of Alvin.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the November 21, 2024, City Council Workshop minutes.

Consider approval of the November 21, 2024, City Council meeting minutes.

Consider an Interlocal Agreement between the City of Alvin and the Angleton Area Emergency Medical Corps (AAEMC) for AAEMC to provide Emergency Medical Services for the Preservation Creek Subdivision Development Area at no cost to the City; and authorize the Mayor to sign the Agreement upon legal review.

The Angleton Area Emergency Medical Corps has agreed to assist the City in providing Emergency Medical Services to the Preservation Creek Development Area at no cost to the City. The Preservation Creek Subdivision Development Area consists of approximately 2,962 acres in the city limits, east of State Highway 288, between FM 1462 on the north and County Road 51 on the south. The Angleton Area Emergency Medical Corps has approved the agreement. Staff recommends approval.

Consider an expenditure for the replacement of the water well #3 pump and motor by Alsay Incorporated through the Buy Board Purchasing Cooperative in the amount of \$142,797.00; and authorize the City Manager to sign related documents upon legal review.

The City of Alvin sources groundwater from an aquifer to provide 100% of the community's drinking water, utilizing 5 water wells to fill water storage tanks. Maintaining the wells in operable condition is essential and vital to providing reliable water service. Every year, staff contracts with a well inspection company to inspect our wells to ensure they are performing optimally and are meeting the TCEQ requirements. The results of the annual inspection in November 2023, showed a minor decrease in water well #3's production -- which generally indicates that the service/production capacity of a well may be compromised in the future. As a result, staff budgeted funds for FY25 to rehab the well in the event the well continued to decline in capacity. In November 2024, staff discovered this well's production continued to significantly decline from 1,250 gallons per minute (gpm) down to 300 gpm. Alsay Incorporated, upon inspection of the well, determined that components of the well, including but limited to the well's motor and pump, needed to be replaced. Alsay Incorporated's Buy Board total replacement cost is \$142,797.00 with an estimated completion time of 4 to 6 weeks. To expedite the repair, a purchase order was issued to have the pump procured in advance of having well #3 taken out of service for rehab. Alsay Incorporated is a reputable public water well drilling, repair, replacement, and installation company that has performed water well work for Alvin in the past. Staff recommends approving the expenditure for the replacement of the water well #3 pump and motor.

Consider Resolution 24-R-36, authorizing the allocation of American Rescue Plan Act (ARPA) Funds as specified in Exhibit A; and setting forth other related matters thereto.

The American Rescue Plan Act allocated \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help local governments address immediate needs and establish a foundation for long-term recovery. These funds were distributed by the U.S. Department of Treasury through the Texas Department of Emergency Management (TDEM) to local governments. Under this program, the City of Alvin received \$6,621,583.91 in federal funding. Per grant stipulations, all funds must be allocated by December 31, 2024, and fully expended by December 31, 2026. Many projects have been completed. However, some adjustments in funding were necessary due to changes in the scope of a few projects. To promote transparency, accountability, and accurate documentation, the proposed resolution approves the final allocation of ARPA funds as outlined in Exhibit A.

Consider a final plat of Franklin's Reserve (located along the east side of S. Highway 35 just south of Briscoe Park) being a subdivision of 28.153 acres of land in the Hooper & Wade Survey, Section 17, Abstract No. 423, City of Alvin, Brazoria County, Texas.

On May 20, 2024, the Engineering Department received a final plat of Franklin's Reserve for review. The property is located along the east side of S. Highway 35 just south of the Briscoe Park. This final plat consists of 104 lots, 3 reserves, and 7 blocks. This plat complies with the City's Subdivision Ordinance. The City Planning Commission unanimously approved the plat at their meeting on June 18, 2024. Staff recommends approval of the plat.

Council member Starkey moved to approve the consent agenda as presented. Seconded by Council member DeKeyzer; motion carried with all members present voting Aye.

OTHER BUSINESS

Consider a request for a variance to the Alvin Code of Ordinances, Chapter 3 - Alcoholic Beverages, to allow a bar located at 319 W. Willis to operate within 300 feet of a residence.

The owner of the Chameleon located at 319 W. Willis Street is requesting a variance to sell beer at their establishment. On March 21, 2024, the Alvin City Council amended Chapter 3, Section 3-19, "Location Restrictions," of the Alvin Code of Ordinances to include a variance process for location restrictions related to alcoholic beverage sales. Sec. 3-19. - Location restrictions of the Alvin Code of Ordinances states that: (a) Churches, schools, hospitals and residences. Except as provided in this subsection, it shall be unlawful for any person or establishment to sell alcoholic beverages within the corporate limits of the city where the place of business of such establishment is within three hundred (300) feet of a church, public or private school, public hospital, or residence. (1) This subsection shall not apply to the holder of a license or permit who also holds a food and beverage certificate (i.e., a restaurant) covering a premise that is located within three hundred (300) feet of a private school. (f) Variance.

1. *A request for a variance from the location restrictions found in this section shall be submitted by written notice to the City Secretary and addressed to the Mayor and City Council asking for a hearing before the City Council. Upon such written request, City Council may authorize a variance from this Section.*
2. *City Council may authorize a variance if they determine that enforcement of the regulation in a particular instance:*
 - a. *Is not in the best interest of the public;*
 - b. *Constitutes waste or inefficient use of land or other resources;*
 - c. *Creates an undue hardship on an applicant for a license or permit;*
 - d. *Does not serve its intended purpose;*
 - e. *Is not effective or necessary; or*
 - f. *For any other reason the Council, after consideration of the health, safety, and welfare of the public and the equities of*

the situation, determines is in the best interest of the community.

The residence at 409 West Sealy is located 238.85 feet from 319 W. Willis Street. The owners are requesting a variance to the ordinance to allow for the sale of beer at their establishment at this location. Their current alcoholic beverage license with the City expires on December 31, 2024, and they do not hold a food and beverage certificate.

Junru Roland, City Manager, presented this item before City Council with explanation. Discussion continued

Council member DeKeyzer moved to approve a request for variance to the Alvin Code of Ordinances, Chapter 3 - Alcoholic Beverages, to allow a bar located at 319 W. Willis to operate within 300 feet of a residence. Seconded by Council member Moore; motion carried with all members present voting Aye, and Council members Vela and Starkey voting No.

Consider various appointments to boards and commissions.

Board and Commission interviews were held on Thursday, November 14th for applicants wanting to re-serve and for new board and commission applicants. Various members who currently serve on various boards, committees and commissions are set to expire on December 31, 2024. All board or commission members with expiring terms were mailed notification letters along with an Application to Reserve on a Board/Commission. Volunteer recruitment ads were published in the Alvin Sun, and notifications were pushed out via the City's social media networks and website. Appointments to the various boards/commissions are set to be made annually at the first City Council meeting held in December. Members appointed during this process will begin service in January 2025. All residency requirements have been verified. A (P) next to the applicant's name below indicates that they were present for the board and commission interview.

Current Status of Boards / Commissions (easy to read summary spreadsheet attached)

PLANNING COMMISSION: City Charter calls for 7 members, resident, and qualified voter of the city, and can serve no more than 3 consecutive 3-year terms.

- No Termed members = **no vacancies**
- Current Applicants: Larry Davidson, Jeffrey Foley (P), Laudice Martinez, Mark Monio (P)

PARKS AND RECREATION BOARD: Ordinance calls for 7 members, resident and qualified voter of the city, and can serve no more than 3 consecutive 2-year terms

- Board currently comprised of 7 members (including termed members)
- Termed members: Cathy Fontenot, Justin Gatlin, and Ian McKee (P). Justin Gatlin and Ian McKee submitted a Reserve-Application. A reserve application was not received from Ms. Fontenot. Mr. McKee attended the interview, and Mr. Gatlin submitted a letter stating that he had a class at ACC to attend that evening and would not be able to attend.
- Current Applicants: Larry Davidson, Kim Dugas, Jerry Persefield, Sylvia Callahan
- City Council is asked to make 3 appointments/re-appointments to the Parks and Recreation Board to meet the 7 member requirement.

SENIOR CITIZENS BOARD: Ordinance calls for 7 members, 3-year terms, may not serve more than 3 consecutive terms.

- Board currently comprised of 7 members (including termed members)
- Termed members: John Burkey (P), Ron Shepherd (P), and Katherine Ansley (P)
- No other applicants have applied for this board.

Council is asked to make 3 re-appointments/appointments to the Senior Citizens Board to meet the 7 member requirement.

LIBRARY BOARD: Ordinance calls for at least 5, no more than 7 members, 3-year terms.

- Board currently comprised of 4 members
- Termed members: none
- Vacancy: one vacancy needs to be filled, may make up to two additional appointments to reach the max of 7 members
- Current Applicants: Monica Salter (P), Kim Dugas, Sylvia Callahan (P).

City Council is asked to make at least one appointment to the Library Board to meet the minimum 5-member requirement. However, up to 7 members are allowed.

BUILDING BOARD OF ADJUSTMENTS AND APPEALS: Ordinance calls for 5 members, 5-year terms. (2018 International Building Code)

- Board currently comprised of 4 members (including termed members). There is currently one vacancy on this board.
- Termed members: Santos Garza and Sussie Sutton. A reserve application was received late from Mr. Garza. (neither applicant attended the interview - Ms. Sutton sent a message saying she was unable to come for health reasons).
- Vacancy: one vacancy needs to be filled, in addition to the 2-termed positions
- Current Applicants: Larry Davidson, Jeffrey Foley (P), Laudice Martinez, and Jerry Persefield (P)

Council is asked to make 3 appointments/re-appointments to the Building Board of Adjustments and Appeals to meet the 5 member requirement.

ANIMAL SHELTER ADVISORY BOARD: Resolution established this board consisting of 6 members. City Official (1), Day to Day Shelter (1), Animal Welfare Org (1), Veterinarian, (1), citizens (2).

- Vacancy: one (1) vacancy for the veterinarian position needs to be filled
- One applicant: Keri Galvin, DVM (P)

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE: Resolution calls for 7 members: (4) Resident/Businessperson positions, (1) Council member, (1) Alvin Manvel Chamber President, and (1) ACC Board/Staff member.

- This is a newly established board. City Council shall make appointments as necessary to fully form and activate the board.
- Current Applicants : Jeffrey Foley (P), Keisha Heck (P), Laudice Martinez, Mark Monio (P), Jake Starkey, Sam Washington (P), Jamie Van Horne (P), Kurt Overby, Kim Dugas, and Sonya Atkins-Goodman (letter attached regarding her absence at this meeting)

City Council is asked to make 7 appointments to this board. (4) Resident/Businessperson positions, (1) Council member, (1) Alvin Manvel Chamber President, and (1) ACC Board/Staff member.

The **TIRZ Board Appointments** will be considered in December by separate Resolution. Staff has included this information for you to consider as you review applicants. Those who may not be selected for their first choice, could possibly be considered for appointment on one of the TIRZ Boards. The TIRZ 2 Board members were not invited to the interviews.

TIRZ 1 BOARD: TIRZ 1 Ordinance calls for 11 members, 8 of which must be appointed by the City Council (Positions 1-8); 3 positions are reserved for any other taxing entity levying taxes within the Zone who may wish to make an appointment to the zone board. Appointments to the TIRZ 1 Board will be made by a separate resolution in December.

- Current Applicants: Paul Horn, Mark Monio, Jaime Van Horne, Taylor LeBlanc, Holland DeKeyzer. These appointments will be made by a separate resolution in December.

TIRZ 2 BOARD: TIRZ 2 Ordinance calls for 12 members, 8 of which must be appointed by the City Council (Positions 1-8). Appointments to the TIRZ 2 Board will be made by a separate resolution in December.

- Board currently comprised of 11 members (including termed members)
- Termed members: Armando Cespedes, Susie Sutton, Mark Nokelby, Regina Harris and Emily Wicks. (Susie Sutton does not wish to continue service on this board)
- Current Applicants: no new applicants. Currently reaching out to board members to see if they wish to continue service
- Vacancy: one vacancy due to Ron Mercer's passing, one due to Sussie Sutton's non-continuation on the board

INACTIVE BOARDS:

CULTURAL DIVERSITY AWARENESS COMMISSION: Ordinance calls for 8 members

- Board is currently inactive
- Current Applicants: Virginia Pixley, Sylvia Callahan

BOARD OF ETHICS AND COMPLIANCE: Created by Charter

- Board is currently inactive.
- Current Applicants: Laudice Martinez, Jerry Persefield

Council member Moore moved to appoint Kim Dugas, Justin Gatlin, and Ian McKee to serve a 2-year term on the Parks and Recreation Board. Seconded by Council member Garivey; motion carried with all members

present voting Aye.

Council member Garivey moved to appoint John Burkey, Ron Shepherd, and Katherine Ansley to serve a 3-year term on the Senior Citizens Board. Seconded by Council member Moore; motion carried with all members present voting Aye.

Council member DeKeyzer moved to appoint Monica Salter to serve a 2-year term on the Library Board. Seconded by Council member Moore; motion carried with all members present voting Aye.

Council member Garivey moved to appoint Jerry Persefield, Santos Garza, and Sussie Sutton to serve a 5-year term on the Building Board of Adjustments & Appeals. Seconded by Council member Moore; motion carried with all members present voting Aye.

Council member Garivey moved to appoint Keri Galvin, DMV, to serve a 3-year term on the Animal Shelter Advisory Committee. Seconded by Council member Moore; motion carried with all members present voting Aye.

Council member Starkey moved to appoint Sam Washington (2 year term), Jake Starkey (1 year term), Keisha Heck (2 year term), Jamie Van Horne (1 year term), Meagan DeKeyzer (City Council representative), Stacy Ebert (ACC representative), and Cary Perrin (Alvin Manvel Chamber representative) to serve on the Economic Development Advisory Committee. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

Council member Starkey requested a workshop to discuss amending the City's Tree Ordinance to address citizen concern regarding dead trees that pose a possible hazard.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and/or review preliminary list of items for next Council meeting.

Mr. Junru Roland reviewed items of community interest.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council member Garivey mentioned that he and Mayor Pro-tem Moore would be attending Home for the Holidays in costume and invited everyone to attend.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:32 p.m.

PASSED and APPROVED the 19th of December 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 12/19/2024

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider the cancelation of City Council Meeting for January 2, 2025.

Type of Item: Action Item

Summary: All non-emergency City of Alvin offices will be closed on January 2, 2025, in observance of the New Year's Day Holiday.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed:

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

None

Recommendation: Move to approve the cancelation of the January 2, 2025 City Council Meeting.

Reviewed by Department Head, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by City Manager, if applicable: ☒



AGENDA COMMENTARY

Meeting Date: 12/19/2024

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider Resolution 24-R-37, ratifying the City Manager's appointment of Jeffrey Foley to the City of Alvin Civil Service Commission Place One (1), for a three (3) year term, to expire December 31, 2027; and setting forth other provisions related thereto.

Type of Item: Resolution

Summary: Civil Service for Police Officers was voted in by the citizens of Alvin on November 3, 2020.

Chapter 143 of the Texas Local Government Code establishes the legislation and requirements for Civil Service under which our police department operates. Section 143.006 establishes the requirement for a Civil Service Commission, consisting of three (3) members appointed by the municipality's chief executive officer, and confirmed by the governing body of the municipality. The Commission's duties are also established by Chapter 143. Unlike other City boards and commissions, the Civil Service Commission is not an advisory body and makes no policy recommendations to the City Council. The Commission has the responsibility to adopt, publish, and enforce Chapter 143 rules pertaining to:

1. Examinations for entry level and promotional eligibility;
2. Procedures for appointment and certification;
3. Proper conduct of appeals of testing and examination scoring;
4. Prescribed cause(s) for the removal or suspension of a civil service employee;
5. Procedures for hearing appeals concerning indefinite suspensions, suspensions, promotional bypasses or recommended involuntary demotions; and
6. Other such matters reasonably related to the selection, promotion, and discipline of civil service employees, which includes only sworn police personnel.

Per Section 143.006, the Commission members serve staggered three-year terms with the term of one member expiring each year.

Persons appointed to the Commission must be:

- of good moral character;
- be a United States Citizen;
- be a resident of the municipality and have resided in the municipality for more than three (3) years;
- be over the age of 25 years; and
- not have held public office within the preceding three (3) years.

Clenon Mitchell, the current Commission Member for Place 1, has decided not to continue his

service, resulting in a vacancy on the Commission. After several months of advertising the position, the City received three applications from interested candidates: Phyllis Alexander, Thomas Hockin, and Jeff Foley.

I am recommending the appointment of Mr. Jeffrey Foley to serve a three (3) year term on the Civil Service Commission and recommend approval of Resolution 24-R-37.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item: Yes ☐ No ☐ N/A ☒
Funding Account: _____	Amount: _____
Legal Review Required: N/A ☐ Required ☒	1295 Form Required? Yes ☐ No ☒
Finance Review Required: N/A ☒ Required ☐	Date Completed: 12/15/2024 SLH
	Date Completed: _____

Supporting documents attached:

1. Res 24-R-37; Civil Service Commission; Ratifying

Recommendation: Move to approve Resolution 24-R-37, ratifying the City Manager's appointment of Jeffrey Foley to the City of Alvin Civil Service Commission Place One (1), for a three (3) year term, to expire December 31, 2027; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐
Reviewed by City Manager, if applicable: ☒

RESOLUTION 24-R-37

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, RATIFYING THE CITY MANAGER'S APPOINTMENT OF JEFFREY FOLEY TO THE CITY OF ALVIN CIVIL SERVICE COMMISSION PLACE ONE (1) FOR A THREE (3) YEAR TERM, EXPIRING DECEMBER 31, 2027; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Chapter 143 of the Texas Local Government Code requires the City Manager to appoint members to the Alvin Civil Service Commission; and

WHEREAS, Jeffrey Foley meets the qualifications required by Section 143.006 of the Texas Local Government Code; and

WHEREAS, City Manager, Junru Roland, has appointed Jeffrey Foley, to the Alvin Civil Service Commission Place One (1) subject to the confirmation of the City Council; and

WHEREAS, the City Council desires to confirm the appointment of Jeffrey Foley to the Alvin Civil Service Commission Place One (1) to serve a term of three (3) years;

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

Section 1. Findings

That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

It is hereby found and declared that the nominee listed in Section 2 (i) is of good moral character; (ii) is a United States Citizens; (iii) has been a resident of the City of Alvin for more than three (3) years; (iv) is over the age of 25 years; and (v) has not held a public office within the preceding three (3) years.

Section 2. Confirmation and Ratification of Appointment to Alvin Civil Service Commission

That the City Council does hereby confirm and ratify the appointment to the Alvin Civil Service Commission of the City of Alvin, Texas, the duly qualified person to the position and term as follows:

Name and Address

Jeffrey Foley

Alvin, Texas

Term Expires

December 31, 2027

Section 3. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the 19th day of December 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 12/19/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider approving the lease agreements with Enterprise Fleet Management for sixteen (16) lease vehicles for an amount not to exceed \$133,111.92 from the FY25 budget; and authorize the City Manager to sign the Lease Agreements upon legal review.

Type of Item: Contract/Agreement

Summary: In the FY25 budget, the City Council approved the leasing of the following sixteen (16) new vehicles for the Police, Inspections, Parks, Code, and Street Departments. Six (6) of the new lease vehicles will be replacing currently City-owned vehicles which will be sold at auction, six (6) will be replacing outgoing lease vehicles which will be returned to Enterprise Lease for sale, and five (4) new leases will be additions to the fleet. The proceeds from the auctioned vehicles will go into the vehicle replacement fund, and the proceeds from the returned leases will be used to reduce the cost of new leases.

New Lease Vehicle	Dept.	Monthly/Annual cost	Replacing
2025 Nissan Kicks	Parks	\$501.98 / \$6,023.76	New addition
2025 F-150	Building Inspector	\$763.14 / \$9,157.68	2013 F-150*
2025 F-150	Building Inspector	\$763.14 / \$9,157.68	2013 F-150*
2025 Nissan Frontier	Code Officer	\$616.80 / \$7,401.60	2013 F-150*
2025 Ram 1500	Street Supervisor	\$807.62 / \$9,691.44	2013 F-150*
2025 F-250	Street Crew	\$951.67 / \$11,420.04	2013 E-350*
2025 F-250	Street Crew	\$951.67 / \$11,420.04	2013 F-250*
2025 Nissan Pathfinder	Police CID	\$634.74 / \$7,616.88	2017 Edge**
2025 Nissan Pathfinder	Police CID	\$634.74 / \$7,616.88	2017 Edge**
2025 Nissan Pathfinder	Police CID	\$634.74 / \$7,616.88	2017 Edge**
2025 Nissan Pathfinder	Police CID	\$634.74 / \$7,616.88	2017 Edge**
2025 Nissan Pathfinder	Police CID	\$634.74 / \$7,616.88	2017 Edge**
2025 Nissan Pathfinder	Police CID	\$634.74 / \$7,616.88	2017 Edge**
2025 Nissan Frontier	PD Support	\$675.64 / \$8,107.68	New addition
2025 Nissan Frontier	PD Support	\$616.80 / \$7,401.60	New addition
2025 Nissan Frontier	PD Support	\$635.76 / \$7,629.12	New addition
		\$11,092.66 / \$133,111.92	* City owned vehicles
			** Outgoing Lease vehicle

Staff recommends approval of the expenditure of FY25 funds not to exceed \$133,111.92 for the lease of sixteen (16) vehicles from Enterprise Fleet for various City departments.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 612-8002-00-3515 **Amount:** \$133,111.92 **1295 Form Required?** Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/15/2024 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 12/16/24

Supporting documents attached:

1. F150 Reg Cab Inspections (X2)
2. Nissan Frontier for Code (x1)
3. Nissan Kicks for Parks (X1)
4. RAM 1500 Streets (X1)
5. F250 Streets (X2)
6. Patherfinders CID (X6)
7. Frontier No AME
8. Frontier Tonneau Cover
9. Frontier Camper Shell

Recommendation: Move to approve the lease agreements with Enterprise Fleet Management for sixteen (16) lease vehicles for an amount not to exceed \$133,111.92 from the FY25 budget; and authorize the City Manager to sign the Lease Agreements

upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

Prepared For: City of Alvin, Texas Covington, John				Date 11/25/2024 AE/AM AR9/BRG	
Unit #					
Year		2025	Make Ford		Model F-150
Series		XL 4x2 Regular Cab 6.5 ft. box 122 in. WB			
Vehicle Order Type	Ordered	Term 48	State TX	Customer# 536097	
\$ 38,463.00		Capitalized Price of Vehicle ¹			
\$ 0.00		*	License and Certain Other Charges <u>0.00000%</u> State <u>TX</u>		
\$ 158.50		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 300.00		Other:Courtesy Delivery Fee			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$ 0.00		Taxes			
\$ 38,763.00		Total Capitalized Amount (Delivered Price)			
\$ 484.54		Depreciation Reserve @ <u>1.2500%</u>			
\$ 219.77		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 704.31		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 58.83		Full Maintenance Program ³ Contract Miles <u>40,000</u>		OverMileage Charge	<u>\$ 0.0864</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 58.83		Additional Services SubTotal			
\$ 0.00		Tax	<u>0.0000%</u>	State <u>TX</u>	
\$ 763.14		Total Monthly Rental Including Additional Services			
\$ 15,505.08		Reduced Book Value at <u>48</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Black w/Medium Dark Slate w/Vinyl 40/20/40 Fr
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2025 Ford F-150 XL 4x2 Regular Cab 6.5 ft. box 122 in. WB - US

Series ID: F1K

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$36,968	\$38,710.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$38,963.00	\$40,705.00

SELECTED COLOR:

Exterior: YZ-Oxford White
Interior: AS-Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	NC	NC
122WB	122" Wheelbase	STD	STD
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
995	Engine: 5.0L V8	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,250 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/4 Speakers	Included	Included
STDTR	Tires: 245/70R17 BSW A/S	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL6	Electronic Locking w/3.73 Axle Ratio	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass

Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabbage Insulator: cabbage insulator
Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Alvin, Texas Covington, John				Date 11/25/2024 AE/AM AR9/BRG	
Unit #					
Year		2025	Make Nissan		Model Frontier
Series		S 4x2 Crew Cab 5 ft. box 126 in. WB			
Vehicle Order Type	Ordered	Term 48	State TX	Customer# 536097	
\$ 30,679.00		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name - Exterior Color Glacier White Interior Color Charcoal w/Cloth Seat Trim Lic. Plate Type Exempt GVWR 0	
\$0.00		*	License and Certain Other Charges 0.0000% State TX		
\$ 158.50		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 0.00		Other:Courtesy Delivery Fee			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 30,679.00		Total Capitalized Amount (Delivered Price)			
\$ 383.49		Depreciation Reserve @ 1.2500%			
\$ 174.48		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 557.97		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 58.83		Full Maintenance Program ³ Contract Miles 40,000		OverMileage Charge	\$ 0.0864 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0		# Tires 0	Loaner Vehicle Not Included
\$ 58.83		Additional Services SubTotal			
\$ 0.00		Tax 0.0000%		State TX	
\$ 616.80		Total Monthly Rental Including Additional Services			
\$ 12,271.48		Reduced Book Value at 48 Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2025 Nissan Frontier S 4x2 Crew Cab 5 ft. box 126 in. WB - US

Series ID: 32115

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$32,209	\$33,450.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,510.00	\$1,510.00
Total Price	\$33,719.00	\$34,960.00

SELECTED COLOR:

Exterior: QAK-Glacier White
Interior: G-Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
G_03	Charcoal w/Cloth Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
QAK_01	Glacier White	NC	NC
STDAX	3.692 Axle Ratio	STD	STD
STDEN	Engine: 3.8L DI DOHC 24-Valve V6	STD	STD
STDGV	GVWR: 6,012 lbs (2,727 kgs)	STD	STD
STDRD	Radio: AM/FM/AUX/USB Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: 9-Speed Automatic w/Overdrive	STD	STD
STDTR	Tires: P265/70R16 All Season	STD	STD
STDWL	Wheels: 16" Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: fully galvanized steel body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls, Intelligent Cruise Control (ICC) adaptive
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: SiriusXM AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window: sliding rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Sonar System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: leatherette door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 3.8-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

Prepared For: City of Alvin, Texas Covington, John				Date 11/25/2024 AE/AM AR9/BRG	
Unit #					
Year		2025	Make Nissan		Model Kicks
Series		S 4dr Front-Wheel Drive			
Vehicle Order Type	Ordered	Term 48	State TX	Customer# 536097	
\$ 21,488.00		Capitalized Price of Vehicle ¹			
\$0.00		*	License and Certain Other Charges <u>0.0000%</u> State TX		
\$ 158.50		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 300.00		Other:Courtesy Delivery Fee			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 21,788.00		Total Capitalized Amount (Delivered Price)			
\$ 326.82		Depreciation Reserve @ <u>1.5000%</u>			
\$ 116.33		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 443.15		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 58.83		Full Maintenance Program ³ Contract Miles <u>40,000</u>		OverMileage Charge	<u>\$ 0.0864</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 58.83		Additional Services SubTotal			
\$ 0.00		Tax	<u>0.0000%</u>	State TX	
\$ 501.98		Total Monthly Rental Including Additional Services			
\$ 6,100.64		Reduced Book Value at <u>48</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2025 Nissan Kicks S 4dr Front-Wheel Drive - US

Series ID: 21115

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$21,038	\$21,830.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,390.00	\$1,390.00
Total Price	\$22,428.00	\$23,220.00

SELECTED COLOR:

Exterior: QM1-Fresh Powder

Interior: G-Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
G_03	Charcoal w/Cloth Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
QM1_01	Fresh Powder	NC	NC
STDEN	Engine: 2.0L DOHC 4-Cylinder	STD	STD
STDRD	Radio: AM/FM Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: Xtronic CVT (Continuously Variable)	STD	STD
STDTR	Tires: 215/65R16 AS	STD	STD
STDWL	Wheels: 16" Steel w/Full Covers	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Bumper Insert: coloured front bumper insert
Rear Bumper Insert: coloured rear bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: body-coloured w/chrome surround grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls, Intelligent Cruise Control (ICC) adaptive
Trunk/Hatch/Door Remote Release: mechanical cargo access remote release
Fuel Remote Release: mechanical fuel remote release
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Key proximity key
Steering Wheel: style steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Front Cupholder: front cupholder
Floor Console: full floor console with covered box
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: reflector LED low/high beam headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system Vehicle Security System (VSS)
Panic Alarm: panic alarm
Electronic Stability: Vehicle Dynamic Control (VDC) electronic stability
Traction Control: Traction Control System (TCS) ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Rear Seat Type: rear 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: leatherette door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Standard Engine:

Engine 141-hp, 2.0-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD

Prepared For: City of Alvin, Texas Covington, John				Date 11/25/2024 AE/AM AR9/BRG	
Unit #					
Year		2025	Make RAM		Model 1500
Series		Tradesman 4x2 Crew Cab 144.5 in. WB			
Vehicle Order Type	Ordered	Term 48	State TX	Customer# 536097	
\$ 40,945.00		Capitalized Price of Vehicle ¹			
\$ 0.00		*	License and Certain Other Charges <u>0.00000%</u> State TX		
\$ 158.50		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 300.00		Other:Courtesy Delivery Fee			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$ 0.00		Taxes			
\$ 41,245.00		Total Capitalized Amount (Delivered Price)			
\$ 515.56		Depreciation Reserve @ <u>1.2500%</u>			
\$ 233.68		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 749.24		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 58.38		Full Maintenance Program ³ Contract Miles <u>40,000</u>		OverMileage Charge	<u>\$ 0.0864</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 58.38		Additional Services SubTotal			
\$ 0.00		Tax	<u>0.0000%</u>	State TX	
\$ 807.62		Total Monthly Rental Including Additional Services			
\$ 16,498.12		Reduced Book Value at <u>48</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Bright White Clearcoat
Interior Color	Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2025 RAM 1500 Tradesman 4x2 Crew Cab 144.5 in. WB - US
Series ID: DT1L98

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,390	\$43,025.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$43,385.00	\$45,020.00

SELECTED COLOR:

Exterior: PW7-Bright White Clearcoat
Interior: X8-Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
23A	Quick Order Package 23A Tradesman	NC	NC
APA	Monotone Paint	STD	STD
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DMC	3.21 Rear Axle Ratio	STD	STD
ERG	Engine: 3.6L V6 24V VVT eTorque UPG I	STD	STD
NAS	50 State Emissions	NC	NC
PW7_01	Bright White Clearcoat	NC	NC
TUM	Tires: 275/65R18 BSW All Season LRR	STD	STD
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	STD
UBE	Radio: Uconnect 5 W w/8.4" Display	STD	STD
WBF	Wheels: 18" x 7.5" Steel Painted	STD	STD
X8_02	Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat	NC	NC
Z1C	GVWR: 6,900 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls, adaptive
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: RAM Connect
Voice Recorder: voice recorder
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Speakers: 6 speakers
Internet Access: 4G LTE Wi-Fi Hot Spot internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense front and rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints with tilt

Rear Headrest Control: 2 rear head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear full bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Deluxe Sound Insulation: deluxe sound insulation

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 305-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas Covington, John				Date 11/25/2024 AE/AM AR9/BRG	
Unit #					
Year		2025	Make Ford		Model F-250
Series		XL 4x2 SD Crew Cab 8 ft. box 176 in. WB SRW			
Vehicle Order Type	Ordered	Term 48	State TX	Customer# 536097	
\$ 48,821.00		Capitalized Price of Vehicle ¹			
\$ 0.00		*	License and Certain Other Charges <u>0.00000%</u> State TX		
\$ 158.50		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 300.00		Other:Courtesy Delivery Fee			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$ 0.00		Taxes			
\$ 49,121.00		Total Capitalized Amount (Delivered Price)			
\$ 614.01		Depreciation Reserve @ <u>1.2500%</u>			
\$ 277.80		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 891.81		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 59.86		Full Maintenance Program ³ Contract Miles <u>40,000</u>		OverMileage Charge	<u>\$ 0.0864</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 59.86		Additional Services SubTotal			
\$ 0.00		Tax	<u>0.0000%</u>	State TX	
\$ 951.67		Total Monthly Rental Including Additional Services			
\$ 19,648.52		Reduced Book Value at <u>48</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2025 Ford F-250 XL 4x2 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W2A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$46,826	\$49,290.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$48,821.00	\$51,285.00

SELECTED COLOR:

Exterior: Z1-Oxford White
Interior: AS-Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
176WB	176" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system Ford Security Package (1-year included with activation)
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Alvin, Texas				Date 11/21/2024	
Covington, John				AE/AM AR9/BRG	
Unit #	28LSS4				
Year	2025	Make	Nissan	Model	Pathfinder
Series	S 4dr Front-Wheel Drive				
Vehicle Order Type	Ordered	Term	48	State	TX Customer# 536097
\$ 35,590.00		Capitalized Price of Vehicle ¹			
\$ 0.00	*	License and Certain Other Charges <u>0.0000%</u> State <u>TX</u>			
\$ 158.50	*	Initial License Fee			
\$ 0.00	*	Registration Fee			
\$ 0.00	Other:Courtesy Delivery Fee				
\$ 0.00	Capitalized Price Reduction				
\$ 5,000.00	Gain Applied From Prior Unit				
\$ 0.00	*	Security Deposit			
\$ 0.00	Taxes				
\$ 30,590.00		Total Capitalized Amount (Delivered Price)			
\$ 382.38	Depreciation Reserve @ <u>1.2500%</u>				
\$ 175.32	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²				
\$ 557.70		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00	Commercial Automobile Liability Enrollment				
Liability Limit <u>\$0.00</u>					
\$ 0.00	Physical Damage Management				Comp/Coll Deductible <u>0 / 0</u>
\$ 77.04	Full Maintenance Program ³ Contract Miles <u>60,000</u>				OverMileage Charge <u>\$ 0.0864</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 77.04		Additional Services SubTotal			
\$ 0.00	Tax	<u>0.0000%</u>	State <u>TX</u>		
\$ 634.74		Total Monthly Rental Including Additional Services			
\$ 12,235.76	Reduced Book Value at <u>48</u> Months				
\$ 400.00	Service Charge Due at Lease Termination				

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name -

Exterior Color (0 P) Gun Metallic

Interior Color (0 I) Charcoal w/Cloth Seating Surfaces

Lic. Plate Type Exempt

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

-

Exterior Color

(0 P) Gun Metallic

Interior Color

(0 I) Charcoal w/Cloth Seating Surfaces

Lic. Plate Type

Exempt

GVWR

0

Quote based on estimated annual mileage of 15,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Safety Equipment (AME Quote: 001066)	C	\$ 0.00
Custom Equipment (AME Quote: 001066)	C	\$ 4,350.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 4,350.00
Aftermarket Equipment Total		\$ 4,350.00

VEHICLE INFORMATION:

2025 Nissan Pathfinder S 4dr Front-Wheel Drive - US

Series ID: 25115

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$34,450	\$37,070.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,390.00	\$1,390.00
Total Price	\$35,840.00	\$38,460.00

SELECTED COLOR:

Exterior: KAD-(0 P) Gun Metallic

Interior: G-(0 I) Charcoal w/Cloth Seating Surfaces

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
G_03	(0 I) Charcoal w/Cloth Seating Surfaces	NC	NC
KAD_01	(0 P) Gun Metallic	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDEN	Engine: 3.5L V6 DOHC	STD	STD
STDRD	Radio: AM/FM Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seating Surfaces	STD	STD
STDTN	Transmission: 9-Speed Automatic	STD	STD
STDTR	Tires: 255/60R18 All-Season	STD	STD
STDWL	Wheels: 18" x 8J Painted Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Bumper Insert: black front bumper insert
Rear Bumper Insert: black rear bumper insert
Body Material: galvanized steel/aluminum body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Key proximity key
Valet Key: valet function
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid and fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front and rear seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system Vehicle Security System (VSS)
Panic Alarm: panic alarm
Electronic Stability: Vehicle Dynamic Control (VDC) electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 3 manual adjustable third row head restraints
First Aid Kit: first aid kit

Seats And Trim:

Seating Capacity: max. seating capacity of 8
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 EZ Flex split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
3rd Row Seat Type: fixed third row manual 60-40 bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 284-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas Covington, John				Date 11/25/2024 AE/AM AR9/BRG	
Unit #					
Year		2025	Make Nissan		Model Frontier
Series		S 4x2 Crew Cab 5 ft. box 126 in. WB			
Vehicle Order Type	Ordered	Term 48	State TX	Customer# 536097	
\$ 30,679.00		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name - Exterior Color Glacier White Interior Color Charcoal w/Cloth Seat Trim Lic. Plate Type Exempt GVWR 0	
\$ 0.00		*	License and Certain Other Charges 0.0000% State TX		
\$ 158.50		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 0.00		Other:Courtesy Delivery Fee			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$ 0.00		Taxes			
\$ 30,679.00		Total Capitalized Amount (Delivered Price)			
\$ 383.49		Depreciation Reserve @ 1.2500%			
\$ 174.48		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 557.97		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 58.83		Full Maintenance Program ³ Contract Miles 40,000		OverMileage Charge	\$ 0.0864 Per Mile
Incl: # Brake Sets (1 set = 1 Axle) 0				# Tires 0	Loaner Vehicle Not Included
\$ 58.83		Additional Services SubTotal			
\$ 0.00		Tax 0.0000%		State TX	
\$ 616.80		Total Monthly Rental Including Additional Services			
\$ 12,271.48		Reduced Book Value at 48 Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:		
2025 Nissan Frontier S 4x2 Crew Cab 5 ft. box 126 in. WB - US		
Series ID: 32115		
Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$32,209	\$33,450.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,510.00	\$1,510.00
Total Price	\$33,719.00	\$34,960.00

SELECTED COLOR:	
Exterior:	QAK-Glacier White
Interior:	G-Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:			
CODE	DESCRIPTION	INVOICE	MSRP
G_03	Charcoal w/Cloth Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
QAK_01	Glacier White	NC	NC
STDAX	3.692 Axle Ratio	STD	STD
STDEN	Engine: 3.8L DI DOHC 24-Valve V6	STD	STD
STDGV	GVWR: 6,012 lbs (2,727 kgs)	STD	STD
STDRD	Radio: AM/FM/AUX/USB Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: 9-Speed Automatic w/Overdrive	STD	STD
STDTR	Tires: P265/70R16 All Season	STD	STD
STDWL	Wheels: 16" Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: fully galvanized steel body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls, Intelligent Cruise Control (ICC) adaptive
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: SiriusXM AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window: sliding rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Sonar System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: leatherette door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 3.8-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

Prepared For: City of Alvin, Texas				Date 11/25/2024	
Covington, John				AE/AM AR9/BRG	
Unit #	28LSS5				
Year	2025	Make	Nissan	Model	Frontier
Series	S 4x2 Crew Cab 5 ft. box 126 in. WB				
Vehicle Order Type	Ordered	Term	48	State	TX Customer# 536097
\$ 31,726.50		Capitalized Price of Vehicle ¹			
\$0.00		*	License and Certain Other Charges <u>0.00000%</u> State <u>TX</u>		
\$ 158.50		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 0.00		Other:Courtesy Delivery Fee			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 31,726.50		Total Capitalized Amount (Delivered Price)			
\$ 396.58		Depreciation Reserve @ <u>1.2500%</u>			
\$ 180.35		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 576.93		Total Monthly Rental Excluding Additional Services			
		Additional Fleet Management			
		Master Policy Enrollment Fees			
\$ 0.00		Commercial Automobile Liability Enrollment			
		Liability Limit <u>\$0.00</u>			
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 58.83		Full Maintenance Program ³ Contract Miles <u>40,000</u>		OverMileage Charge	<u>\$ 0.0864</u> Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 58.83		Additional Services SubTotal			
\$ 0.00		Tax	<u>0.0000%</u>	State <u>TX</u>	
\$ 635.76		Total Monthly Rental Including Additional Services			
\$ 12,690.66		Reduced Book Value at <u>48</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Tonneau Cover (AME Quote: 2226438)	C	\$ 1,047.50
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 1,047.50
Aftermarket Equipment Total		\$ 1,047.50

VEHICLE INFORMATION:		
2025 Nissan Frontier S 4x2 Crew Cab 5 ft. box 126 in. WB - US		
Series ID: 32115		
Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$32,209	\$33,450.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,510.00	\$1,510.00
Total Price	\$33,719.00	\$34,960.00

SELECTED COLOR:	
Exterior:	QAK-(0 P) Glacier White
Interior:	G-(0 I) Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:			
CODE	DESCRIPTION	INVOICE	MSRP
G_03	(0 I) Charcoal w/Cloth Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
QAK_01	(0 P) Glacier White	NC	NC
STDAX	3.692 Axle Ratio	STD	STD
STDEN	Engine: 3.8L DI DOHC 24-Valve V6	STD	STD
STDGV	GVWR: 6,012 lbs (2,727 kgs)	STD	STD
STDRD	Radio: AM/FM/AUX/USB Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: 9-Speed Automatic w/Overdrive	STD	STD
STDTR	Tires: P265/70R16 All Season	STD	STD
STDWL	Wheels: 16" Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: fully galvanized steel body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls, Intelligent Cruise Control (ICC) adaptive
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: SiriusXM AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window: sliding rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Sonar System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: leatherette door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 3.8-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

Prepared For: City of Alvin, Texas				Date 11/25/2024	
Covington, John				AE/AM AR9/BRG	
Unit # 28LSVJ					
Year 2025 Make Nissan Model Frontier					
Series S 4x2 Crew Cab 5 ft. box 126 in. WB					
Vehicle Order Type	Ordered	Term 48	State TX	Customer# 536097	
\$ 33,929.65				Capitalized Price of Vehicle ¹	
\$0.00				* License and Certain Other Charges 0.00000% State TX	
\$ 158.50				* Initial License Fee	
\$ 0.00				* Registration Fee	
\$ 0.00				Other:Courtesy Delivery Fee	
\$ 0.00				Capitalized Price Reduction	
\$ 0.00				Gain Applied From Prior Unit	
\$ 0.00				* Security Deposit	
\$0.00				Taxes	
\$ 33,929.65				Total Capitalized Amount (Delivered Price)	
\$ 424.12				Depreciation Reserve @ 1.2500%	
\$ 192.69				Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²	
\$ 616.81				Total Monthly Rental Excluding Additional Services	
				Additional Fleet Management	
				Master Policy Enrollment Fees	
\$ 0.00				Commercial Automobile Liability Enrollment	
				Liability Limit \$0.00	
\$ 0.00				Physical Damage Management	
\$ 58.83				Full Maintenance Program ³ Contract Miles 40,000	
				Incl: # Brake Sets (1 set = 1 Axle) 0	
\$ 58.83				Additional Services SubTotal	
\$ 0.00				Tax 0.00000% State TX	
\$ 675.64				Total Monthly Rental Including Additional Services	
\$ 13,571.89				Reduced Book Value at 48 Months	
\$ 400.00				Service Charge Due at Lease Termination	

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name -

Exterior Color (0 P) Glacier White

Interior Color (0 I) Charcoal w/Cloth Seat Trim

Lic. Plate Type Exempt

GVWR 0

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Cap/Topper (AME Quote: 1051235)	C	\$ 3,250.65
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 3,250.65
Aftermarket Equipment Total		\$ 3,250.65

VEHICLE INFORMATION:

2025 Nissan Frontier S 4x2 Crew Cab 5 ft. box 126 in. WB - US
Series ID: 32115

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$32,209	\$33,450.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,510.00	\$1,510.00
Total Price	\$33,719.00	\$34,960.00

SELECTED COLOR:

Exterior: QAK-(0 P) Glacier White
Interior: G-(0 I) Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
G_03	(0 I) Charcoal w/Cloth Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
QAK_01	(0 P) Glacier White	NC	NC
STDAX	3.692 Axle Ratio	STD	STD
STDEN	Engine: 3.8L DI DOHC 24-Valve V6	STD	STD
STDGV	GVWR: 6,012 lbs (2,727 kgs)	STD	STD
STDRD	Radio: AM/FM/AUX/USB Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: 9-Speed Automatic w/Overdrive	STD	STD
STDTR	Tires: P265/70R16 All Season	STD	STD
STDWL	Wheels: 16" Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: fully galvanized steel body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls, Intelligent Cruise Control (ICC) adaptive
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: SiriusXM AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window: sliding rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Sonar System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: leatherette door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 3.8-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD



AGENDA COMMENTARY

Meeting Date: 12/19/2024

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider Resolution 24-R-38 of the City Council of the City of Alvin, Texas, accepting the donation of \$10,000 from the Hand in Hand Child Development Center to the Alvin Animal Adoption Center; and providing for other matters related thereto.

Type of Item: Action Item

Summary: Hand in Hand Child Development Center was established over 40 years ago as a non-profit organization to provide day care for the children of Alvin. In June 2024, after struggling to recover from the pandemic years, they shut their doors as they were unable to sustain a program at the level of quality they deemed necessary. The Board of Directors, of which Twanna Lee has been the Vice President of for 10 years, voted to equally divide the remaining assets of the Center among the Board of Directors and allow them to donate their portion to charities or other non-profits in the Alvin area. Mrs. Lee chose the Alvin Animal Adoption Center as the recipient of the \$10,000 she was allotted to donate.

Staff recommends approval of Resolution 24-R-38, accepting a \$10,000 donation to the Alvin Animal Adoption Center from Hand in Hand Child Development Center.

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: 512-409522 **Amount:** \$10,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 12/15/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 12/16/24

Supporting documents attached:

1. Res 24-R-38; Accepting PD Animal Shelter Donation
2. 10K Shelter Donation

Recommendation: Move to approve Resolution 24-R-38 of the City Council of the City of Alvin, Texas, accepting the donation of \$10,000 from the Hand in Hand Child Development Center to the Alvin Animal Adoption Center; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒
Reviewed by City Manager, if applicable: ☒

RESOLUTION 24-R-38

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE DONATION OF TEN THOUSAND DOLLARS (\$10,000) FROM THE HAND IN HAND CHILD DEVELOPMENT CENTER TO THE ALVIN ANIMAL ADOPTION CENTER.

WHEREAS, a The Hand in Hand Child Development Center, a local non-profit organization that provided child development services for over 40 years in Alvin, ceased operations in June 2024 and opted to distribute its remaining assets to charitable organizations in the Alvin area; and

WHEREAS, the Alvin Animal Adoption Center was selected to receive a donation of Ten Thousand Dollars (\$10,000) as part of this charitable distribution; and

WHEREAS, the City of Alvin welcomes support from the community to enhance its services and expresses appreciation for contributions that benefit City facilities and programs;

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That the City Council, on behalf of the citizens of the City of Alvin, Texas, hereby accepts the donation of Ten Thousand Dollars (\$10,000) to the Alvin Animal Adoption Center and expresses its sincere appreciation for the generous support.

Section 3. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 19th day of December 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

ALVIN ANIMAL ADOPTION CENTER





AGENDA COMMENTARY

Meeting Date: 12/19/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 24-II, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356 of the Texas Transportation Code, upon the basis of a Texas Department of Transportation engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication, and effective date; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: On November 25, 2024, the City received a letter from the Director of Transportation Operations for the Texas Department of Transportation (TXDOT), notifying the City of changes to the posted speed limits along the SH 288 frontage roads near the FM 1462 intersection. TXDOT revised the speed limits based on a Speed Zone Study that they recently conducted. In order for these changes to be enforceable, the City must approve an ordinance to amend Chapter 24 Traffic to revise the speed limits. Ordinance 24-II amends Chapter 24, therefore accomplishing this goal. The speed limit change is as follows:

1. Along SH 288 (East and West frontage roads), from the point 1,541 feet north of FM 1462 (MP 17.460) to the intersection of FM 1462 (MP 17.759), a distance of approximately 0.299 mile, the speed limit shall be 50 MPH.
2. Along SH 288 (East frontage road) from the intersection of FM 1462 (MP 18.089) to the point 2,011 feet south of the intersection of FM 1462 (MP 18.470), a distance of approximately 0.381 mile, the speed limit shall be 50 MPH.
3. Along SH 288 (West frontage road) from the intersection of FM 1462 (MP 18.089) to the point of 1,536 feet south of the intersection of FM 1462 (MP 18.380), a distance of approximately 0.291 mile, the speed limit shall be 45 MPH.

Staff recommends approval of Ordinance 24-II.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 12/15/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 24-II; TxDOT SH 288 speed limit change
 2. TxDOT Request Letter
 3. Aerial Map
-

Recommendation: Move to approve Ordinance 24-II, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356 of the Texas Transportation Code, upon the basis of a Texas Department of Transportation engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication, and effective date; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable:
Reviewed by City Manager, if applicable: X

ORDINANCE NO. 24-II

AN ORDINANCE AMENDING CHAPTER 24, TRAFFIC, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING AND ALTERING THE PRIMA FACIE SPEED LIMIT ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE, UPON THE BASIS OF A TEXAS DEPARTMENT OF TRANSPORTATION ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN, AS SET OUT IN THIS ORDINANCE; PROVIDING FOR A PENALTY; PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the city, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That Article I, In General, of Chapter 24, Traffic, of the Code of Ordinances of the City of Alvin, Texas is hereby amended, which said sections shall read as follows:

ARTICLE I. IN GENERAL

...

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of §545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described and that Section 24-6, Traffic, In General, of the Code of Ordinances, City of Alvin, Texas, is hereby amended to read as follows:

“Sec. 24-6. Same – On specified streets and highways.

...

(bbb.) Along SH 288 (East and West FRTG), from the point of 1,541 feet north of FM 1462 (MP 17.460) to the intersection of FM 1462 (MP 17.759) a distance of approximately 0.299 mile, the speed limit shall be 50 MPH.

(ccc.) Along SH 288 (East FRTG) from the intersection of FM 1462 (MP 18.089) to the point 2,011 feet south of the intersection of FM 1462 (MP 18.470) a distance of approximately 0.381 mile, the speed limit shall be 50 MPH.

(ddd.) Along SH 288 (West FRTG) from the intersection of FM 1462 (MP 18.089) to the point of 1,536 feet south of the intersection of FM 1462 (MP 18.380) a distance of approximately 0.291 mile, the speed limit shall be 45 MPH.

Section 2. That except as amended herein, all other provisions of Chapter 24 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. **Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. **Penalty Provision.** Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 5. **Publication.** The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas.

Section 6. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. **Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 19th day of December 2024.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

Rec'd 11/25/24



P.O. Box 1386 | Houston, Texas 77251-1386
713.802.5000
txdot.gov

November 21, 2024

The Honorable Gabe Adame
Mayor, City of Alvin
216 West Sealy Street
Alvin, Texas 77511

**RE: Request for City Speed Zone Ordinance
SH 288 Frontage Road
Brazoria County
Control Section: 598-02**

Dear Mayor Adame:

Our office has completed a Speed Zone Study along SH 288 within the City of Alvin. Attached you will find Speed Zone Strip Maps numbered 5715 F, 5717 A, and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along SH 288.

If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have any questions, please contact Gaurang Pandit at (713) 802-5856.

Sincerely,

Signed by:
A handwritten signature in black ink, appearing to read "Ugonna U. Ughanze".

6ACCE87C41674E8
Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

CC: Dixie Roberts, City Secretary, City of Alvin
Sylvester E. Onwas, P.E. District Traffic Engineer, Houston District, TxDOT
Gaurang S. Pandit, Transportation Engineer Supervisor, Houston District, TxDOT
Maria Aponte, P.E., Brazoria Area Engineer, Houston District, TxDOT
BC: Roberto V. Lewis, MBA, Transportation Specialist, Houston District, TxDOT
Igor Ginzburg, Transportation Engineer Specialist, Houston District, TxDOT

SPEED ZONE ORDINANCE

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ELVIN, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Vernon's Texas Civil Statutes, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along **SH 288 (East and West FRTG)** from the point of 1,541 feet north of FM 1462 (MP 17.460) to the intersection of FM 1462 (MP 17.759) a distance of approximately 0.299 mile, the speed limit shall be **50 MPH**.

Along **SH 288 (East FRTG)** from the intersection of FM 1462 (MP 18.089) to the point of 2011 feet south of the FM 1462 (MP 18.470) a distance of approximately 0.381 mile, the speed limit shall be **50 MPH**.

Along **SH 288 (West FRTG)** from the intersection of FM 1462 (MP 18.089) to the point of 1,536 feet south of the intersection of FM 1462 (MP 18.380) a distance of approximately 0.291 mile, the speed limit shall be **45 MPH**.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

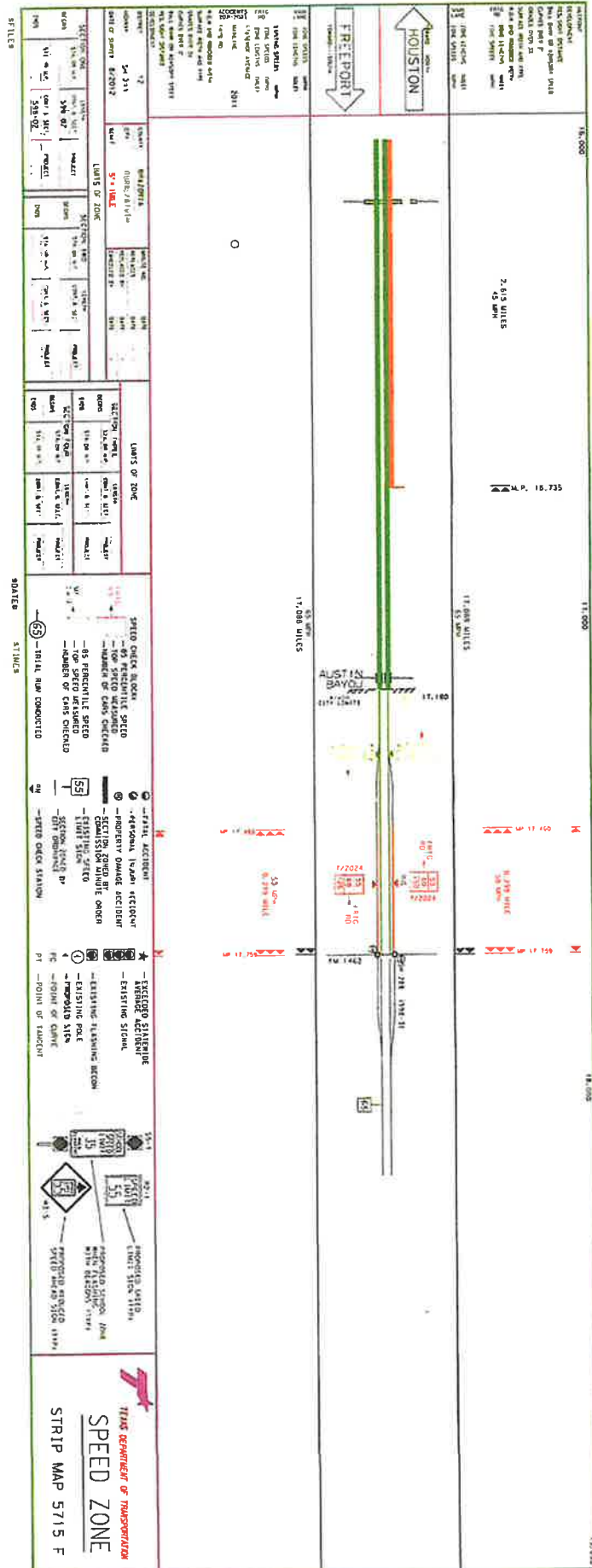
PASSED AND APPROVED THIS _____ day of _____, 2024

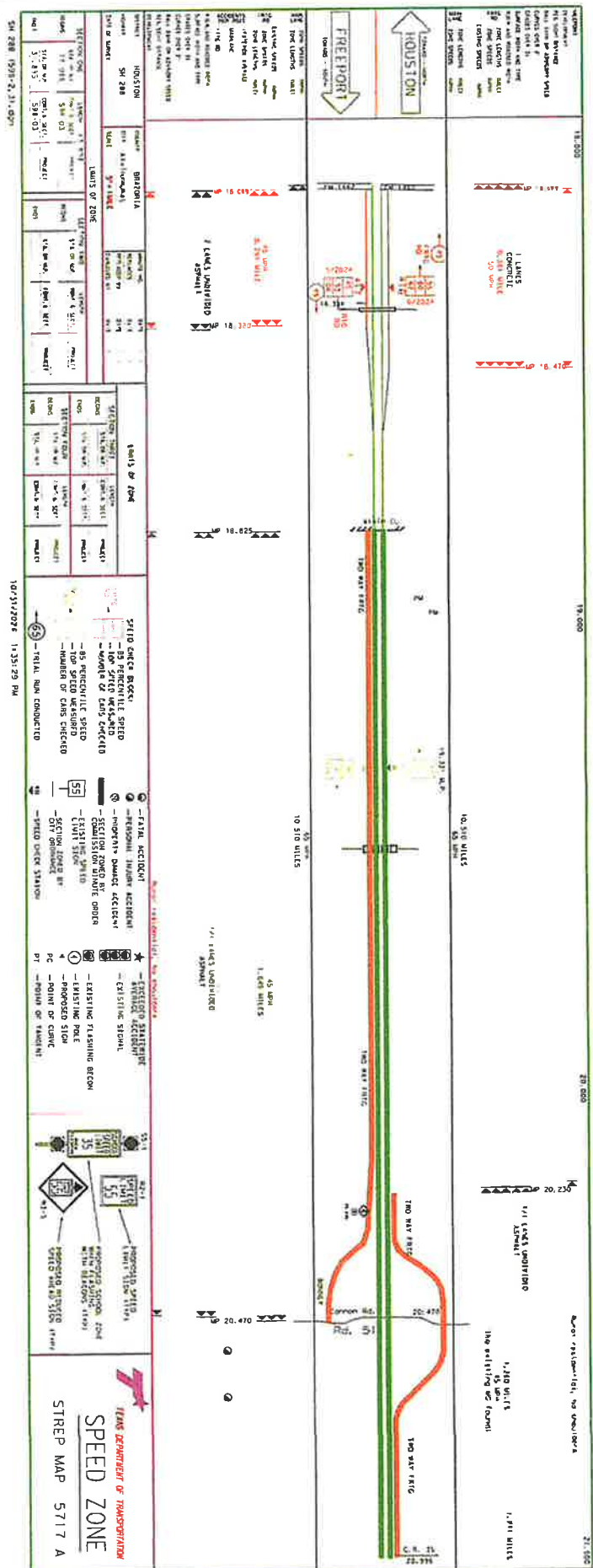
ATTEST:

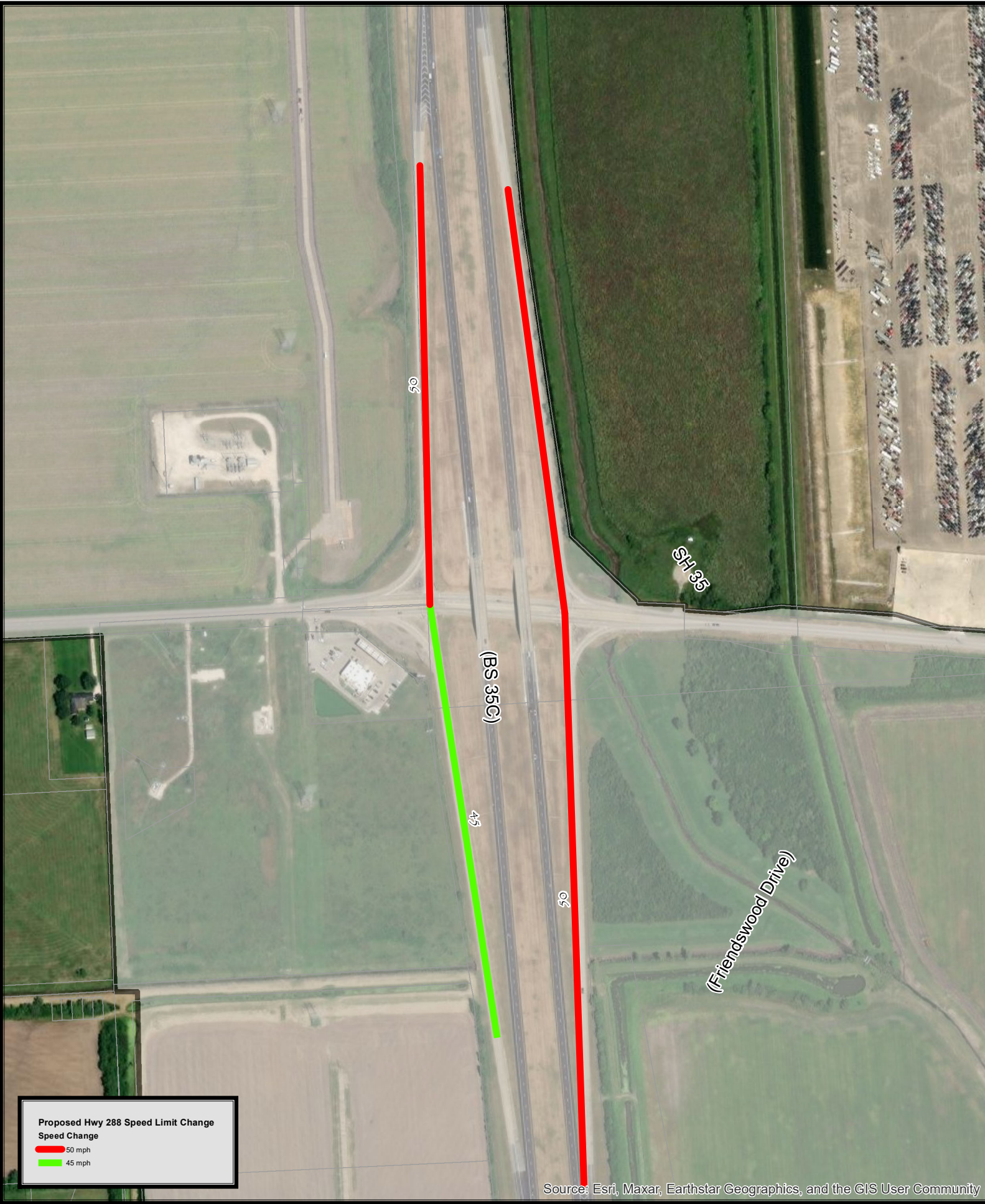
APPROVED

City Secretary

Mayor







Proposed Hwy 288 Speed Limit Change
Speed Change

50 mph

45 mph

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community





AGENDA COMMENTARY

Meeting Date: 12/19/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Resolution 24-R-39, by the City Council of the City of Alvin, Texas, revising the City's Athletic Facilities Policy for the Use of the City's Parks and Recreational Facilities; updating the Alvin Sport Association List as set forth in Exhibit A; establishing an effective date; and setting further other related matters thereto.

Type of Item: Resolution

Summary: Diamond of Hope, also known as Blue Chips Baseball, submitted an application by the deadline of September 15, 2024, for recognition as an Alvin Sport Association but was denied for failure to provide non-profit status as a 501(c)3. On October 3, 2024, City Council adopted the current Athletic Facility Policy, including Exhibit A, which lists all sport organization applicants recognized as Alvin Sport Associations for fiscal year 2025 (October 1, 2024, through September 30, 2025).

On October 10, 2024, Mr. Josh Jones of Diamond of Hope met with Parks Department staff and presented an IRS letter dated August 28, 2024, as proof of non-profit 501(c)3 and requested consideration as an Alvin Sport Association for fiscal year 2025.

<u>Proposed Changes</u>	<u>Rationale</u>
Exhibit A - adding Diamond of Hope as a recognized Alvin Sport Association	Mr. Jones did not possess proof of non-profit 501(c)3 status by the IRS until after the application deadline of September 15, 2024. The IRS letter was in fact dated August 28, 2024.

This item was unanimously approved by the Park Board at the regular meeting on December 3, 2024.

Staff recommends approval of Diamond of Hope aka Blue Chips Baseball as a recognized Alvin Sport Association for fiscal year 2025, ending September 30, 2025.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒
Funding Account: ☐ **Amount:** ☐ **1295 Form Required?** Yes ☐ No ☒
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/15/2024 SLH
Finance Review Required: N/A ☒ Required ☐ **Date Completed:** ☐

Supporting documents attached:

1. Res 24-R-39; Athletic Policy
 2. Exhibit A Res 24-R-39
 3. Athletic Policy - 2024
-

Recommendation: Move to approve Resolution 24-R-39, by the City Council fo the City of Alvin, Texas, revising the City's Athletic Facilities Policy for the Use of the City's Parks and Recreational Facilities; updating the Alvin Sport Association List as set forth in Exhibit A; establishing an effective date; and setting further other related matters thereto.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

RESOLUTION NO. 24-R-39

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, REVISING THE CITY'S ATHLETIC FACILITIES POLICY FOR USE OF THE CITY'S PARKS AND RECREATIONAL FACILITIES; UPDATING THE ALVIN SPORT ASSOCIATION LIST AS SET FORTH IN IN EXHIBIT A; ESTABLISHING AN EFFECTIVE DATE; AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, the City of Alvin provides Park and Recreational facilities for which procedures and guidelines are needed to keep an attractive appearance and the ability to properly maintain the facilities; and

WHEREAS, establishing Procedures and Guidelines for the City of Alvin and the Alvin Sports Association to control the use, planning, and maintenance of the City of Alvin Park and Recreational facilities in a safe and efficient manner is warranted; and

WHEREAS, Diamond of Hope, also known as Blue Chips Baseball, has provided proof of non-profit 501(c)(3) status and is hereby included in Exhibit A as a recognized Alvin Sport Association as part of this policy.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. That the Procedures and Guidelines for the City of Alvin Athletic Facilities Policy attached hereto as Exhibit "A," including the updated Alvin Sport Association list are hereby adopted.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 19th day of December 2024.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

**EXHIBIT A TO
CITY OF ALVIN
ATHLETIC FACILITIES POLICY**

This Exhibit A is part of the City of Alvin Athletic Facilities Policy entered into between the City of Alvin and the Alvin Sports Association, hereinafter referred to as “ASA.” This Addendum reflects the list of organizations who have met the requirements outlined in the City of Alvin Athletic Facilities Policy and qualify as part of the ASA.

Those organizations qualifying as part of the ASA for the 2024-2025 year are:

Alvin Girls Softball	Pearson Park
Alvin Little League Baseball	Lions Park
Alvin Raiders	Briscoe Park Football Fields
Alvin Youth Soccer	Briscoe Park Soccer Field
Ballerz Baseball	Morgan Park
Brazoria Spartans	Briscoe Park Football Fields
Honey Badgers Water Polo	Recreation Center Pool
Diamond of Hope	Morgan Park

CITY OF ALVIN
PARKS & RECREATION
DEPARTMENT



2024 ATHLETIC
FACILITIES POLICY

Exhibit A to Resolution 24-R-39

CITY OF ALVIN
POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

The policy for use of City of Alvin Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner. The City of Alvin develops and maintains park and recreational facilities to serve the residents of Alvin.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is a non-profit organization under the terms of a 501(C)(3) status of the Internal Revenue Service that conducts its own affairs within the framework of policies established by the City of Alvin for use of City facilities and is recommended by the Park and Recreation Advisory Board.

CITY OF ALVIN
ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

PARTIES:

The City of Alvin, hereinafter referred to as the "City," and the City of Alvin Parks and Recreation Department, hereinafter referred to as "Parks," and the Alvin Sports Association, hereinafter referred to as the "ASA." Parties outlined in the Exhibit A will be designated as ASAs for the current year. Exhibit A shall be amended, as necessary, to reflect the current ASAs. Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit, the person's name, title, address, best contact phone number(s) to the Parks and Recreation Department. Each ASA is responsible for submitting their application by September 15th annually. The Director of Parks, or designee, shall act as the City's liaison to the ASA.

A Non-Association group seeking to become an ASA may apply using the Application for ASA use of City Athletic Facilities, under the following conditions:

- o Use of facilities does not interfere or coincide with existing ASA or City usage;
- o Applicant has demonstrated or can demonstrate a sustained demand for the sport;
- o Proof of current non-profit status or application submittal under the terms of a 501 (c)(3)

to the IRS; and

- o Failure to obtain non-profit 501 (c)(3) status with the IRS within twelve (12) months from the date of application, applicant shall forfeit ASA status with the City of Alvin.

Non-Association groups or individuals seeking reserved use of City athletic facilities may do so under the following conditions:

Daily Usage

- o Times and dates do not conflict with City or ASA use and are not requested more than two weeks prior to use.
- o Use of facilities does not exceed four (4) consecutive days (i.e., Monday through Sunday tournament from 6:30 a.m. to 10:30 p.m.).
- o Payment is rendered in advance based on a charge of Thirty-Five Dollars (\$35.00) per hour per field for daytime use and Seventy Dollars (\$70.00) per hour per field for use of field lights.

Tournament Usage

- o Tournament is defined as being separate from league play, having a separate entry fee and including a team(s) from other jurisdictions to compete in a onetime competition.
- o Application along with a \$200 damage deposit is made at least thirty (30) days prior to anticipated use, unless otherwise approved by the Director of Parks and Recreation or designee.
- o Satisfactory arrangements are made for refuse collection and sanitation with the Parks Department at the scheduling of the tournament. Large scale tournaments may need to reference the event application for additional resources. All or part of the deposit may be relinquished based on the condition of the park after the tournament.
- o If necessary, a fee is presented to defray the cost of additional security forces supplied by the City for the proposed use or activity.
- o Proof of insurance or a signed waiver of liability not holding City responsible for injury or damages.

- o Tournament host may only use the fields as designed, and may not alter the fields in any way.

CONDITIONS FOR USE:

All Alvin Sport Associations shall attend any necessary sport association meeting. The ASA shall submit their completed application. Applications shall include proof of liability insurance naming the City as an additional insured, list of the ASA Board of Directors with appropriate email addresses and phone numbers, proof of ASA's 501c3 non-profit status, and tryout, practice, game, and light schedules. Upon submission of completed application, each ASA shall provide a breakdown of total participation into percent within City Limits and percent outside City Limits.

All Alvin Sport Associations shall conduct background checks on all volunteers and/or paid employees who will interact with youth and shall maintain documentation of completed background checks for review upon request by the City. If the background checks reveal that an employee or volunteer is unsuitable for working with youth, the ASA shall not allow the volunteer or employee to interact with youth. A person should be disqualified and prohibited from serving as a volunteer if the person has been found guilty of the following crimes:

(For purposes of this policy, *guilty* shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.)

SEX OFFENSES

- o All Sex Offenses – regardless of the amount of time since offense.

Examples include sexual assault, prostitution, solicitation, indecent exposure, etc.

FELONIES

- o All Felony Violent Offenses – regardless of the amount of time since offense.

Examples include murder, manslaughter, aggravated assault, kidnapping, robbery, etc.

- o All Felony offenses other than violence or sex within the past 10 years.

Examples include drug offenses, theft, embezzlement, fraud, child endangerment, etc.

MISDEMEANORS

- o All misdemeanor violence offenses within the past 7 years.

Examples include assault, family violence assault, failure to stop and give information, theft, etc.

- o Two or more misdemeanor drug and alcohol offenses within the past 7 years.

Examples include driving while intoxicated, drug possession, disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

PENDING CASES

Individuals found to have pending court cases for any of the disqualifying offenses will be disqualified. If the disposition of the pending case results in the case not meeting the criteria for disqualification as listed above, the individual will be cleared and reinstated.

DETERMINING FACILITY USE:

Use of any park and recreational facilities shall be determined by “historical precedent” for any certain facility during a specific season. “Historical precedent,” for the purpose of this document, is defined to mean “a particular organization, which has been first to establish a continued use of a specific facility, for a designated time frame or season, and which has more than one use of occurrence.” The organization will be granted priority use of a facility by the City on a per season basis; however, facilities will remain open for public use (and for other organizations) when such use does not interfere with current scheduled activities. Subleasing athletic fields shall be strictly prohibited. Use by the public will be on first come first served basis, providing facilities are not already reserved by groups or individuals. Requests for field usage made by non-ASA’s do not conflict with City or ASA use and are not requested more than two weeks prior to use. The City reserves the right to schedule facilities during times when facilities are not being utilized. All scheduled use of facilities will be determined by the City. The City may designate “down time” for maintenance, regeneration time and/or emergency times.

A Sports Association's percentage of non-resident participation may be considered when determining the number of facilities available for use by the Sports Association. Joint use of facilities by different Sports Associations will be considered and encouraged. If cooperation between different Sports Associations cannot be achieved regarding field usage, the Parks Department shall act in the best interest of the community by establishing field usage.

Designated down time for the Turf Management Program will take place twice a year with fertilizing two additional times per year. Plan for field maintenance in November and February and fertilizing in April and June on all sports fields.

SPECIAL USE OF FACILITIES:

The City of Alvin reserves the right to host athletic leagues, tournaments, special events, and programs at all public park facilities. The City will make every effort to schedule special events during non-peak use time periods.

The Parks Director must approve any Sports Association arrangements with other organizations for use of public facilities. Organizations or individuals wishing to host clinics, workshops, and/or programs that are performed by agencies other than the ASA are requested to schedule such programs with the City at least thirty (30) days prior to the beginning of the program. (See page 4, Conditions for Use.) Individual teams hosting tournaments as fundraisers must submit a written request to host such tournaments through the Alvin Sport Association. The ASA shall ultimately be responsible for upholding City requirements for field usage.

HOURS AVAILABLE FOR USE:

City parks are open daily to the public from 6:30 a.m. until 10:30 p.m. All park facility usage must be completed no later than 10:30 p.m. unless otherwise approved by the Parks Director.

FACILITY KEYS:

Where applicable, keys will be provided to the restrooms, concession, and storage buildings. If requested, a maximum of three (3) keys will be issued for each facility. Sports

Associations will be assessed a Fifty Dollar (\$50.00) deposit per key. Key deposits will be refunded upon return of issued keys, at the end of scheduled use periods. All keys for City facilities shall not be duplicated or reproduced, and all keys shall be returned to the Parks director within 30 days, should the Association completely vacate the sports park facility.

UTILITIES:

ASA's utilizing lighted facilities will be required to pay fees for use of lights after the allotted eight (8) hours per month given by the City for the use of the league account. The league account will be established at the beginning of each season. The reserved use of lights will be assessed at a rate of Thirty-Five Dollars (\$35.00) per hour per field. The City will pay the costs associated with providing water. The City will not be responsible for any costs associated with any type of utility services at facilities that are not owned and maintained by the City.

AUTOMATED LIGHTING SYSTEM:

Field light schedules are due two weeks prior to the start of each season. ASAs can opt to self-schedule through Civic Rec or have staff schedule lights. Each ASA shall monitor the times lights are used as they will be charged for the actual light usage. Each ASA shall provide a field usage schedule in advance of usage and payment for anticipated light usage to the Alvin Parks and Recreation Department. Actual light usage shall be downloaded and verified by the 5th of the following month. (Example: March lighting will be paid in advance of March use; however, usage will be verified by April 5th). Once verified, a new invoice will be sent reflecting an outstanding amount or credit placed on the account. Failure to pay any invoice shall result in the suspension of that ASA's light usage until the invoice is paid in full. Lights will only be scheduled by city staff once payment is made.

MUSCO LIGHTING:

Musco lighting is now available at select parks and ASAs at those parks have been provided the number (1-877-347-3319) to call to make adjustments to previously scheduled lighting.

Musco App access shall be granted on a per season of play (spring, summer, fall, winter) basis, provided that the ASA submits a completed light schedule and has paid in full. App access will be granted for no more than three (3) users per ASA, and access may be revoked at the determination of the Parks Director or designee.

CONCESSION/STORAGE BUILDINGS/RESTROOMS:

Scheduled use of restrooms or concession/storage buildings will be on per season basis, with use determined by the historical presence of an Alvin Sports Association at a specific facility. Only one ASA per season will be granted priority use of a specific building unless another Sports Association requests use of the building during the same time frame. The Sports Association with priority use of the building may choose to share use, contingent upon the City's approval. The non-priority association (sharing) is approved on a per season basis and must adhere to rules of the primary Association. A Five Hundred Dollar (\$500.00) damage deposit will be required prior to any use of restrooms or concession/storage buildings, and with repair of damage to be paid by such deposit. If there is damage or misuse of restrooms during league use, a clean-up/damage fee equal to the cost of restoration will be assessed to the Sports Association per incident per restroom. All sports associations shall deposit concession stand trash in dumpsters supplied by the City in each park. The City may use the concession and storage areas during City sponsored activities. The City also reserves the right to enter into contracts with private companies for concession operation services.

All Sports Associations are required to furnish all equipment and supplies necessary to operate the concession area and shall maintain in a sanitary manner, all restrooms, concession, and storage facilities. Associations agree to abide by all health code requirements for food service, food permits, as required by City ordinance and state law and will annually set up and undergo inspection by the Health Inspector and Fire Marshal prior to the first game of the season. Sports Associations are subject to all penalties of applicable laws and any major infractions may result in loss of privileges and/or damage deposit.

The addition of new storage facilities may be added with the review and written permission from the City of Alvin. All equipment stored at a concession/storage building must be removed at the end of the Sports Association's season, unless otherwise approved by the City. Storage of

flammable, hazardous, or toxic substances or materials on City property is not permitted. Sports Associations must not block access to facility equipment such as air conditioners, heaters, breaker panels, circuit panels, etc. Also, these groups must follow all City Fire Code regulations.

The City shall be responsible for repairs and upkeep of the restrooms and concession/storage buildings that are the result of normal wear and tear and aging. Each Sports Association will be responsible for repairs stemming from damages incurred to the facility due to the Sports Association's negligent or irresponsible use.

THE CITY OF ALVIN WILL NOT BE HELD LIABLE AND WILL BE HELD HARMLESS FOR ANY CONTENTS OWNED AND STORED BY ANY ASA IN ANY BUILDING PERTAINING, BUT NOT LIMITED TO, THEFT, VANDALISM, STORM DAMAGE, OR ANY ACT CAUSING DAMAGE OR DESTRUCTION OF ASA OWNED CONTENTS.

STORAGE OF CONTENTS BY ANY ASA IS AT THE RISK AND FINANCIAL OBLIGATION FOR REPAIR OR REPLACEMENT OF CONTENTS BY THE ASA.

IF, AND WHEN, THE CITY OF ALVIN DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED AND/OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY-FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS AT THE EXPENSE OF ASA.

Signature of Acknowledgement

ASA Organization

VANDALISM:

Sports Associations with access to facilities should make every effort to mitigate vandalism by securing all doors, windows, or any other point from which persons could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon the review and permission of the Parks Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was vacated before being properly secured by the ASA. The City will repair or replace as necessary, the following equipment: air conditioners and/or heaters, electrical and lighting systems, phone systems, plumbing systems, or others upon review and permission of the Parks Director. The ASA will be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss and/or damages to any property, equipment, supplies, etc., not owned by the City.

PARK AND ATHLETIC FACILITY ORDINANCES:

1. City parks are open daily to the public from 6:30 a.m. until 10:30 p.m. except as otherwise restricted at specific park facilities and lighted use. Strict compliance will be enforced.
2. The possession or consumption of alcoholic beverages is prohibited at all City parks and athletic facilities, unless otherwise permitted.
3. All pets must be on a leash at all times, except in designated off leash area.
4. Motorized vehicles are prohibited to drive or park on City property without prior approval as per City ordinance.
5. Trash must be disposed in proper receptacles by all associations preceding or concluding an event. Failure to do so shall result in a \$200.00 clean-up fee.

MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

The City will provide a level of maintenance service to all park and recreation facilities that ensures the safe and efficient use of facilities by the ASA and the general public. Work requests shall be directed to the Operations Manager or designee of the Parks and Recreation Department. It is the Sports Association's responsibility to report hazardous or dangerous facility conditions to the City immediately. The City will not provide maintenance or upkeep to property or facilities that are not owned by the City. ASA's will be given access to the Brightly work order system to allow for ease of work order requests.

The Alvin Sport Association and non-ASA organizations will be responsible for and bear all costs associated with the operation and maintenance of any and all league, season, or sport specific upkeep to the facility (i.e., chalking foul/boundary lines, football lines, dragging infields, screening, etc.). The ASA and non-ASA organizations shall furnish their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.). Where applicable, Sport Associations shall provide proper maintenance of the dirt infield areas year-round at their respective athletic complexes. Proper maintenance shall include; expertise, labor and equipment to provide sport specific, industry accepted, field maintenance practices and techniques in order to keep the infields in playable condition. Non-ASA softball and baseball associations having scheduled usage at any athletic complex shall properly maintain the dirt infield areas during and after each usage. All Alvin Sport Associations may be required at the request of the Parks Director or designee to mow playing field turf during scheduled seasonal play. This does not preclude the use of these fields by other organizations if approved by the Parks Director or designee.

The City will share the responsibility of keeping all facilities clean of trash, debris, and litter. Alvin Sport Associations shall not leave trash/recycling containers full or overflowing during and after their activities. In addition, Alvin Sport Associations, Non-Alvin Sport Associations and/or individual teams shall make every effort to monitor the facilities, buildings, parking areas and common areas for trash, debris and litter associated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpster on the park grounds.

PARKING:

Alvin Sports Associations, organizations and individuals are entitled to use parking areas located at each park. No entity shall have the authority to charge, impose or imply collecting fees of any amount from users of the parking areas. All users are required to obey all traffic laws and regulations when utilizing park roadways. “No parking” areas, as designated by posted signs, will be strictly enforced. Handicapped parking spaces are available at each established parking area. In addition, the ASA shall be responsible for the overall cleanliness of all on and off premise parking areas used during their activities.

ENHANCEMENTS:

The ASA shall not install, build, or perform any type of facility or property improvements without the express written consent of the Parks Director. Requests for improvements must be submitted in writing to the Parks and Recreation Director providing ample time for consideration, up to and including approval from the City Council. All requests require approval and shall meet the City’s inspection codes and/or ordinance requirements.

ATHLETIC FIELD LIGHT CREDIT:

The athletic field light credit is an opportunity only offered to Alvin Sport Associations where their efforts and investment demonstrate a benefit for the common good of the park. Verification shall be presented by the ASA to the Parks Director or designee prior to issuance of any credit. Light credit has no monetary value and shall be posted to the ASA’s account, specifically used to reduce the amount owed to the City for usage of athletic field lighting. The Department Director or designee reserves the right to request the type of verification used by the ASA for light credit, determine the common good of the effort or investment, and deny or request more verification documentation. Examples of proof for credit may include bona fide receipts, work logs containing date, time, name of each volunteer(s), scope of work and hours worked, etc.

- One-time non-recurring park improvement investment – 50% of actual cost
- Recurring Park improvement/maintenance – \$50 per occurrence per month, \$300 max per month

- o City usage of ASA owned sport equipment – \$35 per occurrence

RESTROOM FACILITIES:

Restroom facilities are available at Lions, Morgan, Briscoe, and Pearson Parks. Janitorial services such as cleaning and stocking supplies is the joint responsibility of the City and each Alvin Sport Association, Non-Alvin Sport Association, and/or individual team. The City does not encourage the use of restroom facilities at private or semi-public facilities located adjacent to City owned parks.

EMERGENCIES AND ACCIDENTS:

Alvin Sport Associations, Non-Alvin Sport Associations and/or individual teams shall report any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Alvin Police Department at (281) 388-4370. The Police Department will contact the proper on-call staff representative.

CAPITAL IMPROVEMENT PROJECTS:

Alvin Sport Associations may submit requests for consideration of future park improvements. Recommended projects shall be submitted in writing (i.e., scoreboards, bleachers, etc.). Written requests should be submitted to the Parks Director by February 1 of each year. The City's fiscal year runs October 1 through September 30. Approval of projects is based on priority need and available funding.

TERMINATION CLAUSE:

Alvin Sport Associations using City of Alvin Athletic Facilities may terminate their relationship with the City of Alvin voluntarily or involuntarily. Voluntary termination shall

constitute a written letter of intent sent to the Parks Director from the ASA. Upon such notification, the Parks Director or designee shall conduct a walk-through inspection of the park premises and structures for damage, collect all keys to park facilities, and ensure all light usage has been paid in full prior to issuing any refundable deposit. Involuntary termination shall constitute any Alvin Sport Association, Non-Alvin Sport Association, or individual team who fails to perform to the expectations outlined in the aforementioned sections of the Athletic Facilities Policy. As such, the Alvin Sport Association, Non-Alvin Sport Association, or individual team shall be subject to loss of park usage privileges up to and including termination as an ASA and forfeiture of any refundable deposit.

In the event of an involuntary termination, the Parks Director shall provide written notice to the Alvin Sport Association, Non-Alvin Sport Association, or individual team listing any/all violations and allowing reasonable time to bring all violations into acceptable and sustained compliance.

APPLICATION
ALVIN SPORTS ASSOCIATIONS'
USE OF CITY ATHLETIC FACILITIES

- o Application submitted within a minimum of thirty (30) days of planned use
- o City of Alvin is named as an additional insured on the Certificate of Insurance
- o Last season's financial statement, upon request
- o List of Association's Board of Directors including name, address, contact number and email address
- o Tryout, practice game and light schedules must be submitted two (2) weeks prior to the start of each season
- o Contact person's name, title, best contact phone number(s), and email address
- o This signed statement for Athletic Facility Policy of Compliance
- o Five Hundred Dollar (\$500.00) Damage Deposit, if applicable, for usage of restrooms and/or concession stands
- o Proof of non-profit status under the terms of a 501(c)(3) status with the IRS
- o Equipment storage hold harmless, if applicable

Name of Organization

Contact Person Name

Date

Title

Address

Phone: _____ Mobile: _____ Email: _____



AGENDA COMMENTARY

Meeting Date: 12/19/2024

Department: Human Resources

Contact: Diamantina Rodriguez, Interim Human Resources Manager

Agenda Item: Consider Resolution 24-R-40, by the City Council of the City of Alvin, Texas, amending the City of Alvin's Personnel Policy Manual to include the addition of Veterans Day as an official City Holiday, detailed holiday pay terms for shift workers, an adjustment to the Mental Health Leave policy from a fiscal year based system to a rolling 12-month period, and the inclusion of a payback clause in the paid parental leave section; and providing for other matters related thereto.

Type of Item: Resolution

Summary: The City of Alvin Personnel Policy Manual is periodically reviewed and updated to ensure compliance with current regulations, operational efficiency, and alignment with the needs of City employees. Resolution 24-R-40 proposes amendments to the Personnel Policy Manual, incorporating the following changes:

1. Veterans Day Addition:

Veterans Day will be added as an official City holiday to honor the service and sacrifices of veterans within our community and beyond. (Pg. 40)

2. Holiday Pay Terms for Shift-Scheduled Employees:

The policy now includes more detailed terms outlining holiday pay specifically for shift-scheduled employees (those not covered under the Collective Bargaining Agreement), ensuring clarity and consistency in its application. (Pg. 41)

3. Mental Health Leave Adjustment:

The policy has been revised to shift mental health leave eligibility from a fiscal year-based period to a rolling 12-month period. This change provides greater flexibility for employees needing this leave. (Pg. 54)

4. Paid Parental Leave – Payback Clause:

The Paid Parental Leave section now explicitly includes a payback clause, stipulating that employees who do not return to work after their leave, or who leave within 90 days of their return, are required to repay the City. (Pg. 57)

Staff recommends the adoption of Resolution 24-R-40, amending the Personnel Policy Manual to reflect these updates. These changes aim to enhance employee support, improve clarity in policy implementation, and align City operations with best practices.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 12/15/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 12/16/24

Supporting documents attached:

1. Resolution 24-R-40; Personnel Policy Update
 2. Personnel Policy Manual Update 12.19.24; Redlined
-

Recommendation: Move to approve Resolution 24-R-40, by the City Council of the City of Alvin, Texas, amending the City of Alvin's Personnel Policy Manual to include the addition of Veterans Day as an official City Holiday, detailed holiday pay terms for shift workers, an adjustment to the Mental Health Leave policy from a fiscal year based system to a rolling 12-month period, and the inclusion of a payback clause in the paid parental leave section; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

RESOLUTION 24-R-40

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING THE CITY OF ALVIN'S PERSONNEL POLICY MANUAL TO INCLUDE THE ADDITION OF VETERANS DAY AS AN OFFICIAL CITY HOLIDAY, DETAILED HOLIDAY PAY TERMS FOR SHIFT-SCHEDULE EMPLOYEES, AN ADJUSTMENT TO MENTAL HEALTH LEAVE FROM A FISCAL YEAR-BASED SYSTEM TO A ROLLING 12-MONTH PERIOD, AND THE INCLUSION OF A PAYBACK CLAUSE IN THE PAID PARENTAL LEAVE SECTION, AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin's Personnel Policy Manual is designed to protect the interests of the City of Alvin and ensure consistent treatment for all employees and members of the City Council; and

WHEREAS, the current Personnel Policy Manual was first adopted by Resolution 16-R-10; and

WHEREAS, subsequent amendments to the Personnel Policy Manual were made by Resolution Numbers 16-R-17, 17-R-29, 19-R-30, and 24-R-30; and

WHEREAS, the Personnel Policy Manual establishes procedures and guidelines for City employees; and

WHEREAS, the City Council of the City of Alvin finds it necessary to further amend and update the Personnel Policy Manual to reflect current policies, practices, and regulatory requirements; and

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby resolved by the City Council of the City of Alvin, Texas, and made a part hereof for all purposes and findings of fact.

Section 2. Proceedings. That the City of Alvin's Personnel Policy Manual, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 19th day of December 2024.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



PERSONNEL POLICY MANUAL

For The

CITY OF ALVIN, TEXAS

Adopted by the City Council

On the

17th day of October 2024

Resolution 24-R-30

Proposed Amendments presented to City Council on

12/19/2024

Mission:

The City of Alvin is committed to empowering our community by fostering a culture of collaboration, and embracing sustainable growth, with a dedication to enriching the lives of our residents through innovative governance, visionary leadership, and steadfast integrity.

Vision:

Alvin is a city where **Accessibility, Livability, Vision, Integrity, and Neighborliness** converge to create a tapestry of opportunity and belonging for all who call Alvin home.

A – Accessibility – Committed to providing resources and opportunities that are easily available and usable by all members of the community.

L – Livability – Fostering a sense of community and collaboration, where residents feel safe, connected, and supported by their neighbors, local businesses, city staff, and elected leaders.

V – Vision – Adopting a forward-thinking approach that considers the long-term impacts of policies and developmental standards on environmental, social, and economic factors.

I – Integrity – Operating with integrity, transparency, and ethical principles to ensure trust and accountability are upheld during decision making processes.

N – Neighborliness – Engaging with the community in a neighborly manner, seeking input and feedback from residents, and guiding the city towards its long-term vision and goals with the city’s best interest in mind.

Serving With Pride!

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PERSONNEL POLICY MANUAL

SECTION I. PREAMBLE AND PURPOSE

RULE 1. APPLICATION OF POLICIES

- A. This Personnel Policy Manual shall apply consistently and uniformly to all City employees, provided that the provisions may be varied in the case of an employee with a written employment agreement approved by the City Council. If a state or federal law supersedes a policy in this Manual, the City will follow state and federal law. Failure to comply with these policies can result in progressive discipline up to and including termination of employment.
- B. All employees must become familiar with and abide by these policies. Any questions that any employee may have in reference to the policies written in this Manual should be directed to their Department Director. The Human Resources Department is also available for further clarification.
- C. The City reserves the right to revise or rescind any policy at any time. The City also reserves the right to make final decisions as to the interpretation and intent of all information contained in the Personnel Policy Manual.
- D. In addition, for those employees covered under a labor agreement, the specific terms and conditions, if any, contained in any such agreement shall be applied first. The terms and conditions contained in this Manual shall otherwise control all personnel actions in the absence of a specific provision contained in an applicable labor agreement.
- E. The policies written in this Manual shall supersede all previous policies.

RULE 2. AMENDMENT OF POLICIES

- A. Amendments to the Personnel Policy Manual may be implemented at any time provided that any modifications are approved by resolution of the City Council.
- B. The City Manager is responsible for the appropriate interpretation and implementation of the policies contained in this Manual. The City Manager has the authority to delegate implementation of the policies in this manual to the Human Resources Department and/or the respective Department Directors.
- C. The City understands that it is impossible to anticipate all circumstances that could arise; therefore, decisions made on actions that are not addressed in this Manual will be at the discretion of the City Manager should the need, or conflict, arise.

RULE 3. AT-WILL EMPLOYMENT

- A. Employment with the City of Alvin is for no fixed or definite term. All employment by the City has been and continues to be at-will, except for those positions that may have a written contract approved by the City Council.
- B. This Personnel Policy Manual does not constitute a contract of employment. Nothing in this Manual is intended to alter the continuing at-will status of employment with the City. Although adherence to these policies is considered a condition of continued employment, nothing in these policies alters an employee's status and shall not constitute nor be deemed a contract of promise of employment.
- C. Employees remain free to resign their employment at any time for any or no reason, without notice, and likewise, the City retains the authority to terminate any employee at any time, for any or no reason, in accordance with state or federal law.

RULE 4. DEPARTMENTAL POLICIES

Individual City Departments may develop policies and procedures that are consistent with City policies and approved by the City Manager. These individual policies may be more restrictive, but not less restrictive than the policies in this Manual. An employee who violates a departmental policy is subject to disciplinary action.

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PERSONNEL POLICY MANUAL

SECTION II. EMPLOYEE CIVIL RIGHTS PROTECTIONS

RULE 5. GENERAL STATEMENT

Although it is not possible to list all laws that bear on the public-sector employer-employee relationship, the City of Alvin is committed to compliance with all applicable laws, whether state or federal, that govern the employment relationship between the City and its employees, and this Personnel Policy Manual is intended to implement and maintain compliance with all applicable laws.

RULE 6. EQUAL EMPLOYMENT OPPORTUNITY

- A. The City is an equal opportunity employer under both state and federal law. Illegal discrimination against any person in the recruitment, selection, testing, appointment, pay and benefits, working conditions, disciplinary measures, or any other aspect of employment or personnel management because of race, color, religion, national origin, sex (including pregnancy, sexual orientation, and gender identity), age, disability, veteran status, or any other unlawful basis, is prohibited to the fullest extent established by law.
- B. In addition, the City abides by all provisions of state and federal law that prohibit retaliation as a component of the enforcement of state and federal law.
- C. The Human Resources Director is the designated EEO Officer. If employees or applicants have an equal employment opportunity related concern, they are encouraged to discuss the matter with the Human Resources Director for advice, evaluation, and if warranted, investigation.

RULE 7. AMERICANS WITH DISABILITIES ACT

- A. To ensure compliance with the Americans with Disabilities Act (ADA) and Americans with Disabilities Act as Amended (ADAAA), the City offers equal employment opportunity to qualified individuals and prohibits illegal discrimination against qualified

individuals on the basis of disability *or* perceived disability, to the fullest extent provided by law.

- B. The City will provide reasonable accommodation for the known physical (including the effects of a pregnancy or childbirth) or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position.
- C. Reasonable accommodation(s) will be made to permit the employee or applicant to perform the essential job functions as well as providing reasonable accommodation permitting access to the workplace. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City. The City may require a medical examination of an employee whose behavior in the workplace is troubling to the City such that the employee is unable to perform the essential functions of the job.
- D. The essential functions of each position are listed in the Job Description, which may be updated periodically.
- E. Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written request for accommodation.
- F. The City shall provide the employee requesting an accommodation with a written response outlining the accommodation to be provided *or* the reason why the requested accommodation cannot be granted.
- G. The Human Resources Director shall serve as the City's ADA Coordinator. As such, the ADA Coordinator will ensure that the City's personnel policies and practices do not limit, segregate, or classify individuals in ways that adversely affect their status, or opportunities, due to a disability.
- H. Employees who have a complaint involving potential violations of the ADA or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately notify the City's ADA Coordinator.

RULE 8. PUMP FOR NURSING MOTHERS ACT

- A. The Fair Labor Standards Act (FLSA) requires employers to provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has need to express the milk. Employees are entitled to a place to pump at their place of employment, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public. [For more information, please see The Fair Labor Standards Act of 1938, 29 U.S.C. 201, et. seq.).

- B. The City supports the practice of expressing breastmilk of lactating mothers and provides work schedule flexibility to accommodate reasonable break times for an employee to express breastmilk for her nursing child or to breastfeed each time such employee has the need to express the milk or breastfeed, for up to one year after the child's birth.
- C. Lactating mothers may use time during the standard workday for milk expression. This may include various combinations of standard paid break periods, lunch periods, and other time as necessary. Scheduling will be arranged on a case-by-case basis and will be based on the specific needs of the employee.
- D. Supervisors and managers are responsible for ensuring that the duties of the lactating employee are covered during her expression break.

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PERSONNEL POLICY MANUAL

SECTION III. QUALIFICATION AND ELIGIBILITY FOR HIRE

RULE 9. RECRUITMENT AND SELECTION

- A. The City hires employees based solely on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, color, religion, national origin, sex (including pregnancy, sexual orientation, and gender identity), age, disability, veteran status, or any other unlawful basis, or any other characteristic protected by law.
- B. Recruitment Requirements. The recruitment process is initiated by a Department Director notifying the Human Resources Department of their vacancy. Job vacancies will be posted internally for the benefit of any qualified employee. External recruitment may also be conducted during an internal posting.
- C. After making a decision to hire, the hiring department must submit the appropriate paperwork to the Human Resources Department. Offers for City employment will be communicated to the selected candidate by the appropriate Department Director.
- D. As part of a comprehensive recruitment strategy, it is the policy of the City of Alvin to encourage its own employees to assist with the recruitment of new employees. To reward employees for referring qualified candidates who subsequently are hired and successfully complete their departmental probation, the City of Alvin will compensate the referring employee \$250 (in accordance with IRS Code) for each successful referral made in accordance with the following provisions:
 - 1. For each qualified candidate referred, the referring employee must complete an Employee Referral Form and return it to the Human Resources Department. Referral forms will not be accepted after a candidate has been offered an interview.

2. Every City of Alvin employee is eligible to receive the \$250 referral pay except for those involved in the hiring process, the City Manager, and the Human Resources Department.
 3. The candidate referred by the employee must be hired into a Full-Time position and must successfully complete their new hire probationary period.
 4. The referring employee and the referred employee must still be employed by the City of Alvin at the time of payment.
- E. The recruitment method for vacant director level positions may be determined by the City Manager on a case-by-case basis.
- F. Applications. Anyone seeking employment, or reemployment with the City must complete and submit an online application for the position desired. Current City employees seeking to transfer, promote, or voluntarily demote themselves must submit a letter of intent to the Human Resources Department or complete an online application for internal candidates. All information set forth on an application is subject to verification. Applications will normally be considered active until the vacancy is filled. Applications for employment will be considered by the Department Director.
- G. Hiring Process. Applicants for employment shall be required to submit to an oral interview and will be required to submit to a post-offer physical examination, drug test, and background check. The Police Department is subject to a more extensive pre-employment process, in accordance with their departmental policies.
- H. Disqualification. Applicants will be disqualified from consideration for one or more of the following:
1. Failure to meet the minimum qualifications necessary for performance of the duties for the position;
 2. If they previously worked for the City and were terminated, or resigned in lieu of termination, due to unsatisfactory performance or conduct and/or violation of a City policy or procedure;
 3. If their employment will result in a violation of the City's Nepotism policy;
 4. Failure to meet minimum age requirement of seventeen (17) for all city departments, except for part-time/seasonal employment for the Parks and Recreation Department. The minimum age for part-time/seasonal employment for the Parks and Recreation Department shall be fifteen (15) and shall comply with child labor provisions of the Fair Labor Standards Act (FLSA); or for Civil Service applicants, failure to meet the state mandated age requirement for licensing;

5. False statements, material omissions, or fraudulent acts on the application form, during the application process, or at any stage of the selection process;
 6. Failing any of the City's background and employment requirements including, but not limited to drug testing;
 7. The applicant is not legally permitted to work in the United States;
 8. The applicant is unable to perform the essential functions of the job applied for with or without a reasonable accommodation; or
 9. Any other reason deemed to be in the best interests of the City; or any other reason prescribed by the Civil Service Commission, in the Local Civil Services Rules or Departmental Rules, Order, and Directives.
- I. The recruitment and selection of police officers shall be in accordance with Chapter 143 of the Texas Local Government Code, the Local Civil Service Rules, and/or an applicable collective bargaining agreement.

RULE 10. NEPOTISM RESTRICTIONS

- A. In order to prevent conflicts of interest and to avoid perceptions of biased conduct or favoritism, it is the policy of the City that:
1. An applicant related to the City Manager by blood within the third degree or marriage within the second degree according to common law shall not be employed by the City.
 2. An applicant related to any member of the City Council by blood within the third degree or marriage within the second degree according to common law shall not be employed by the City.

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B. Degrees are defined as follows:

Employee or Officer				
Consanguinity (Includes individuals related by blood to the Employee or Officer)			Affinity (Includes the Employee's or Officer's Spouse and individuals related to the Spouse)	
First Degree	2 nd Degree	3 rd Degree	First Degree	2 nd Degree
Child or Parent	Grandparents	Aunt	Spouse	Brother-in-Law
	Grandchildren	Uncle	Mother-in-Law	Sister-in-Law
	Brother or Sister	Niece	Father-in-Law	Spouse's Grandparent
		Nephew	Son-in-Law	Spouse's Grandchild
		Great Grandparents	Daughter-in-Law	Grandchild's Spouse
		Great Grandchildren	Stepson	Grandchild's Spouse
			Stepdaughter	Spouse of Grandparent
			Stepmother	
			Stepfather	

C. Restrictions. The following restrictions apply to the employment of any relative. Relative is defined as being within the First, Second and Third Degrees of the chart above.

It shall be a violation of this rule for an employee to do any of the following:

1. Hold a position which requires or enables the employee to directly supervise a relative; or
2. Process the work of a relative; or
3. Evaluate the work performance of a relative; or
4. Evaluate the application of employment of a relative; or
5. Adjust an employment relations grievance or complaint of a relative.

“Direct supervision” includes the following tasks in addition to those listed above: appoint, hire, promote, recommend, or assign work, discharge, discipline, or demote a relative. Direct supervision also includes making effective recommendations or otherwise participating in any interview, discussion or debate regarding the above-listed tasks.

- D. Relatives will not normally be permitted to work in the same department with each other without prior written authorization from the City Manager (or designee).
- E. Promotion. In the event of a proposed promotion to a position supervising any employed relative, the relative must agree to immediately tender his/her written, conditional resignation before the candidate will be formally considered for the proposed promotion. If the candidate is selected for and chooses to accept the promotion, the relative's conditional resignation becomes final. Normally, once final, any such resignation will not become effective until ninety (90) days after the promotion takes effect. The relative is not prohibited from seeking a position in a different department in compliance with this rule.
- F. Marriage of current employees. In the event of a marriage between two City employees, a promotion, reorganization, or any other situation giving rise to a relationship prohibited by this rule, one or both of the affected employees must immediately seek a transfer to another available position within the City for which he or she is qualified and that meets the requirements of this rule.
 - 1. If a suitable transfer cannot be made within ninety (90) days of the event giving rise to a relationship prohibited by this Rule, one or both of the affected employees will be required to resign from employment.
- G. Grandfather Clause. The City is aware that, as of the above revision date of this policy, a number of City employees are related, by blood or by marriage, to other City employees. These employees will be "grandfathered" under this rule, meaning they will be permitted to continue their employment with the City as long as the requirements set out in this rule are met. Please be informed that this "grandfathered" provision is for family relationships as they exist of the revision date of this rule. Any future changes to the family relationship and/or the employment status of the affected employee(s) will be governed by the requirements of this rule.
- H. Periodic Review. Periodically, in conjunction with the Human Resources Director, the Department Director will review the job descriptions and interrelationship between the affected jobs to determine whether they meet the requirements set out in this rule. If one or more of these requirements are not met, one or both of the affected employees must immediately seek a transfer to another available position within the City for which he or she is qualified and that meets the requirements of this rule. If a suitable transfer cannot be made within ninety (90) days, one or both of the affected employees will be required to resign from employment.
- I. Application of Rule. This rule applies to all full-time and part-time employees of the City.

RULE 11. PROBATIONARY PERIOD.

- A. The probationary period allows supervisory staff to assess the employees' performance to assist the City in maintaining an effective, productive, and efficient workforce to provide

quality services to the citizens. Probationary employees are subject to all City policies and procedures unless otherwise stated in this Manual. Employees who successfully complete a probationary period may utilize the grievance or complaint process outlined in this Manual.

- B. Although all City employees are considered “at will” employees under this Manual, the City utilizes a probationary period of at least six (6) months as a component of its initial hiring process.
- C. Additionally, all current employees who are transferred, promoted, or reclassified to a supervisory position, will be considered as being on a probationary period of at least six (6) months.
- D. Each probationary employee is responsible for knowing, understanding, and meeting the expectations and standards for the position. In addition, each employee is also responsible for performing the job in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During the probationary period, it is the responsibility of the employee to correct any deficiencies or inadequacies in job performance, attitude, or conduct.
- E. Extensions to Probationary Period. The performance probationary period may be extended under the following circumstances:
 - 1. At the end of the six (6) months probationary period, probation may be extended for up to an additional ninety (90) days when a probationary employee’s performance has been marginal due to extenuating circumstances, additional training is warranted, or an employee’s absence from work for an extended period did not permit an opportunity for adequate assessment of performance. The decision to extend or not to extend an employee’s probationary period may not be appealed. If an extension is granted, the employee will be advised in writing and given the date on which the extended probation period will be completed. Such extensions will be at the sole discretion of the Department Director. The probationary period is not to exceed nine (9) months.
 - 2. A probationary period may be extended for time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work.
- F. Seasonal and Part-Time Employees. Seasonal and part-time employees do not serve a probationary period and have no right of appeal when terminated at any time.
- G. Change in Assignment of Probationary Employee. A Department Director may request a probationary employee to be reassigned, promoted, or transferred during the probationary period. If the reassignment, promotion, or transfer is approved, the employee will serve a

six (6) month probationary period in the new position beginning with the date of the position change. Transferred or promoted employees serving probationary periods retain their eligibility for all types of leave established by City policy.

- H. Absences During Performance Probationary Period. During the probationary period, an employee is not eligible to use vacation leave for any absences. Compensatory time off, sick leave or recognized holidays during the probationary period may be used as an approved absence per established City/departmental policy or practice.
- I. Probationary Evaluations. All probationary employees shall receive an Employee Appraisal after their probationary period identifying their overall performance. Upon successful completion of an employee's probationary period, an "Employee Probationary Period Appraisal" form will be completed with proper signatures and forwarded to the City Manager's office for approval. The appraisal form can be obtained from the Human Resources Department.
- J. Successful Completion of Probation – "Regular" Status Granted. An employee is granted "regular" status in the new position if the employee satisfactorily completes the probationary period.
- K. Failure of Probation.
 - 1. An employee is considered to have failed the probationary period when it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. Failure of the probationary period may occur at any time within the probation period.
 - 2. An employee who does not successfully complete the probationary period will normally be terminated from the City's employment. A probationary employee who is terminated has no right of appeal. Probationary employees are not entitled to progressive levels of discipline.
 - 3. If desirable and feasible, the employee may be administratively transferred to a more suitable position at the sole discretion of the City.
 - 4. A transferred or promoted employee who fails the probation period may, at the sole discretion of the City, be reinstated to the former position provided there is a vacancy and if approved by the affected Department Director(s).
 - 5. Department Directors are responsible for ensuring the thorough written documentation of all cases of failure of the probationary period, including documentation of counseling, training, and other efforts to help employees during their probationary period. All such documentation must be reviewed by the Director of Human Resources before an employee serving in the orientation period can be terminated.

- L. Employees covered by Chapter 143 of the Texas Local Government Code and/or a collective bargaining agreement shall serve a probationary period as contained in Chapter 143, the Local Civil Service Rules, and/or an applicable collective bargaining agreement.

RULE 12. ATTENDANCE AND WORK HOURS

- A. **Regular Work Week.** Nonexempt employees of the City normally work forty (40) hours in a seven-day work week. Exempt employees may be required to work more than forty (40) hours in certain weeks. In times of disaster or emergency, working hours shall be determined by the City Manager.
- B. **Adjustment to Work Hours.** To assure the continuity of City Services, it may be necessary for Department Directors to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. All employees shall cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required, and includes that he/she will be available to do such work.
- C. **Meal Periods.** Full-time employees (excluding most Police Department employees) are normally provided with a one-hour unpaid meal break near the middle of the workday. Meal periods may be staggered by the Department Director to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period. Thirty-minute lunches may be established at the discretion of the Department Director.
- D. **Breaks.** Full-time employees may, depending on individual departmental work schedules and the discretion of their supervisor, take up to two (2) fifteen (15) minute paid breaks each day, one during the first part of the workday, and the other during the latter part of the workday.
- E. **Attendance Records.** Employees are expected to be at their workstations and ready to work at their scheduled start time. All employees are required to record the number of hours worked each day
- F. **Attendance and Punctuality.** To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting to work. Absenteeism and tardiness are disruptive and place a burden on the City and on co-workers. Either may lead to disciplinary action, up to and including termination of employment. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must personally notify his/her supervisor as soon as possible in advance of the anticipated tardiness or absence in accordance with Departmental procedures. The employee must disclose to his/her supervisor the reason for the absence or tardiness and the date and time of his/her anticipated arrival. For absences of a day or more the employee

must personally notify his/her supervisor on each day of his/her absence unless the supervisor expressly waives the requirement.

- G. An employee who fails to properly notify his/her supervisor in advance of an absence or tardy will be subject to disciplinary action up to and including termination of employment. An employee who fails to notify the City of an absence of three (3) days or more may be presumed to have voluntarily resigned his/her employment (Job Abandonment).

RULE 13. DRESS AND APPEARANCE

- A. Employees must dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. Employees may wear business casual dress, as practical for their position. Professional business attire or a uniform may be required for meetings or special events. Uniforms will be provided to employees depending upon their department assignment.
- B. The City supplies many Police, Fire, Parks and Recreation, and Public Works personnel with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The City will provide replacement uniforms as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be used outside of work, for personal use, or by any third party. City uniforms may be used by City employees in connection with outside employment only with the Department Director's prior written authorization.
- C. Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean, and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work and City related events.
- D. The following are inappropriate for work attire:
 - 1. provocative or revealing attire, including body-hugging, see-through, or excessively tight fabrics;
 - 2. clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind; or
 - 3. wrinkled, ripped, and tattered clothing.
- E. Employees should direct questions about appropriate appearance or dress to their supervisor.
- F. Department Directors and supervisors are responsible for enforcing this rule in their respective departments to maintain acceptable dress and appearance.
- G. The City will make the determination as to acceptable dress, appearance, and grooming.

- H. Employees in violation of this rule may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up for the work time missed. Employees whose grooming or personal appearance violates this rule may be disciplined, up to and including termination of employment.

RULE 14. HEALTH / MEDICAL EXAMINATIONS / FITNESS FOR DUTY

- A. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of his or her position, either with or without reasonable accommodation.
- B. It is the endeavor of the City to promote and encourage the health and well-being of employees. As a result, each year ten (10) preventive care hours will be granted to full-time employees for preventive care, including medical wellness checkups, annual medical exams, vision, and dental exams. The following are general guidelines:
1. Ten (10) preventive care hours will be available to eligible full-time employees on January 1 of each year.
 2. Unused preventive care hours will be forfeited on December 31 of each year.
 3. Preventive care hours are available for use upon date of hire of full-time employees.
 4. Employees will not receive payment or payout for unused preventive care hours at termination or separation from employment with the City.
 5. Supporting documents attesting to the completion of the preventive wellness, vision and dental exams may be required at the discretion of the supervisor or Department Director.
- C. Serious Health Condition/Disabilities. The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. If these employees are able to perform the essential functions of their job, with or without reasonable accommodation, without creating an undue hardship, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.
- D. Medical Exams for Current Employees. The Director of Human Resources, or an employee's Department Director (with the prior written approval of the Director of Human Resources) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary for the City to provide a reasonable accommodation, following an injury or accident, and as otherwise permitted in accordance with applicable laws.

- E. Medical Information from an Employee's Doctor. Under certain circumstances (e.g., FMLA Certifications), Human Resources may require employees to provide medical information from their health care provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.
- F. Time Off from Work. Time away from work for an employee undergoing a fitness for duty examination will normally be coded as administrative leave with pay but may be retroactively changed to utilize the employee's accrual banks as circumstances warrant.
- G. Genetic Information. In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or his/her family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or embryo lawfully held by an individual or family member receiving assistive reproductive services.
- H. Return to Work. Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate his/her return through the Human Resources Director. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work, describing whether the employee is released to perform all of the essential functions of the job, or may require an accommodation that will permit the employee to perform the essential functions of the job. Human Resources, along with the appropriate supervisor or Department Director and the employee will discuss what suggested accommodation(s) is reasonable in light of the particular circumstances of the employee's particular position.
- I. Civil Service Employees. The health, medical examinations, and fitness for duty of police officers shall be governed by Chapter 143 of the Texas Local Government Code, the Local Civil Service Rules, and/or an applicable collective bargaining agreement.

RULE 15. CONFIDENTIALITY OF MEDICAL INFORMATION

- A. Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.
- B. Employees must respect the privacy and confidentiality of their coworkers' medical information. Employees are expected to use discretion and judgement when dealing with medical information that may be confidential and are to refrain from passing along

information, gossip, rumors, or anything else that may constitute an invasion of a coworker's privacy or breach of confidence.

RULE 16. NO PRIVACY INTEREST IN WORKSITE (SEARCHES)

- A. The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, offices, computers, and electronic files, whether secured, unsecured or secured by a lock provided by the employee.
- B. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked in City parking lots.
- C. All searches must be authorized and conducted under the direction of the Director of Human Resources and/or the City Manager. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

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SECTION IV. PAY AND BENEFITS COMPENSATION

RULE 17. TENURE BASED COMPENSATION PLAN

- A. The City operates on two different Pay Plan structures. The first is a tenure-based plan that is established through the Police Department's Collective Bargaining Labor Agreement and affects only sworn police officers, except the Police Chief.
- B. The second plan affects all other full-time City employees, except the City Manager and City Attorney. This plan is based on annual step increases and has a ceiling for all employees, both non-exempt and exempt.
- C. Annual step increases are subject to Council approval through the budget process and subject to fund availability. The compensation schedules shall be provided in the annual budget book.

RULE 18. LONGEVITY PAY

After the first year, regular employees of the City of Alvin become entitled to Longevity Pay. The amount of \$3.70 will be added to the gross pay earned for each pay period for a full year, beginning with the first pay period of the second year. A like amount is added each pay period of the following year and will continue for the duration of the employment with the City.

RULE 19. FLSA, OVERTIME, COMP TIME, AND TIME MANAGEMENT

- A. Overtime compensation is paid to all non-exempt employees in accordance with the minimum requirements of federal and state wage and hour requirements. Overtime is defined as authorized time worked which exceeds 40 hours per workweek.
- B. Employees classified as EXEMPT under FLSA standards are not eligible to accrue compensatory time.

- C. The accrual, calculation, maintenance, and utilization of overtime pay for employees covered under a collective bargaining labor agreement shall be controlled first by any applicable provision of that agreement, followed by the provisions of this Manual.
- D. When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitable as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight time work.
- E. All non-exempt employees must receive their supervisor's and Department Director's prior authorization before performing any overtime work. This means employees may not begin work prior to their scheduled workday and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor.
- F. **Employees who work overtime without authorization may be subject to disciplinary action.**
- G. On the employee's time sheet, the appropriate supervisor must also approve any overtime before the time sheet is submitted for processing and payment. Non-exempt employees shall not remain on the work premises without authorization unless they are on duty or are scheduled to begin work within a short period of time. Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including possible termination of employment.
- H. Generally, overtime pay for non-exempt employees is at the rate of one and one-half times (1.5x) the employee's regular hourly rate of pay for hours worked more than forty (40) in the City's workweek. An employee's regular hourly rate includes all pay incentives required by FLSA standards to be included in overtime rate calculations.
- I. Approved training time directly related to an employee's job during an employee's regular shift is included as hours worked for purposes of determining eligibility for overtime pay. However, time off on account of sick leave, vacation, comp time, jury duty leave, witness duty leave, bereavement leave, or any other leave of absence is not considered time worked for purposes of performing overtime calculations. All time **not physically worked** will not be included in the calculation of overtime. Overtime is calculated using worked time only.
- J. **Compensatory Time.** Non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation in accordance with the requirements of FLSA and the following terms and conditions:

1. Public safety – to be controlled by the terms of a collective bargaining labor agreement.
 2. All other employees are subject to a cap of forty (40) hours.
 3. Overtime hours worked beyond the applicable cap must be paid or flexed, as described below. Compensatory time accruals are to be monitored at the department level and maximum hours accrued will be restricted based on the requirements of this rule.
 4. All compensatory time earned must be documented on the employee's time sheet.
- K. An employee who has accrued compensatory time and requests use of such time must be permitted to use the time off within a "reasonable period" after making the request if it does not "unduly disrupt" the work of the department.
- L. Police contractual compensatory time. As part of the annual budget preparation process, the Chief of Police shall present to the City Manager a list of police positions that are necessary and required for "on-call" availability for the effective functionality of the Police Department. Upon Approval by the City Manager, the list will become part of the Proposed Budget. The Police Department will be responsible for budgeting the necessary funds for any net accruals created by the "on-call" contractual compensation each fiscal year.
- M. Employees that receive training compensation time shall expend these accrued hours prior to the use of FLSA compensatory time that was earned for hours worked.
- N. **Payment of Compensatory Time.** All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued compensatory time upon approval of the reclassification and will cease to be eligible for any additional overtime and/or compensatory time. Upon leaving employment with the City, a non-exempt employee will be paid for unused compensatory time at the employee's current hourly rate per the established cap.
- O. **Flex-time Work Schedule.** In situations where overtime payment is not feasible due to budgetary constraints, the Department Director or supervisor must consider flexing the employees' work schedule to minimize the need for overtime compensation. Flexing must be completed within the same workweek or work cycle that the overtime was worked and must be accurately reflected on the affected employee's time record.
- P. **Exempt Employees.** Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond forty (40) hours in a workweek. Exempt employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner.

- Q. “Docking” an exempt employee’s pay for a partial day’s absence will be permitted only as authorized by law and approved by the City Manager and/or the Human Resources Director.
- R. Absent accrued paid leave time, an exempt employee need not be paid for any workweek in which he or she performs no work.
- S. It is the policy of the City not to make improper deductions from an exempt employee’s pay. Any exempt employee who believes he/she has been, or likely will be, subject to an improper pay deduction, must immediately notify the Human Resources Director. The City will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

RULE 20. DISASTER OR EMERGENCY RESPONSE

This Policy applies to all non-exempt and exempt employees and is intended to outline instructions for employees to follow when a state of emergency is imminent or has been declared by the Mayor or designee, or any other authorized elected official for the jurisdiction of the City of Alvin. This policy recognizes that some emergencies will provide no advanced warning.

The citizens of Alvin depend on City employees before, during and after an emergency or disaster to provide or restore essential public services for the health, safety, and quality of life for the community.

When a state of emergency is imminent or has been declared by the Mayor, the City Manager, or designee, will notify selected and/or all employees through Department Directors of such declaration. The Mayor and/or City Manager determines the commencement of the emergency period and dismissal of employees through each Department Director. Each Department Director will evaluate and complete its emergency preparation even if a public announcement of office closures or suspension of services is issued. Employees authorized to leave work during a declared emergency due to closed facilities will be on emergency paid administrative leave.

In the event of an emergency that could impact our community, all employees must be ready to assist in managing the crisis. City employees may be required to carry out their normal job duties or other preassigned emergency response tasks. In some cases, City employees may be called into service to work jobs, locations, and/or hours other than normally assigned. City employees will be required to fulfill their individual responsibilities and function as a team to protect the City’s vital assets and maintain and restore essential City services. All City departments will be called upon to participate in response efforts.

Emergency paid administrative leave will start when the employee is dismissed by the City Manager, or designee, through each Department Director and will continue until the employee returns to work based on the employee’s normal workweek. During a hurricane evacuation, employees should be available to report back to work within forty-eight (48) hours after landfall (this could include weekends and holidays), unless otherwise communicated or other arrangements have been made with their immediate supervisor. It is the responsibility of all employees to prepare

an emergency response plan to ensure safety of family, personal property and contingency plans to return to work. It is the intent of management to provide time off prior to the known emergency to activate their emergency response plans. If an employee fails to report for duty, they may be subject to disciplinary action.

During a state of emergency, any unauthorized absence from work or assignment may be considered sufficient cause for discharge. Non-cooperation of the essential personnel may result in disciplinary action up to and including termination.

Emergency Periods:

1. **Pre-Impact Period.** This is the time prior to the impending emergency/disaster period and includes emergency response activities and preventive measures by the City of Alvin's departments in preparing for the impending emergency. This period begins when the Mayor declares an emergency is imminent.
2. **Emergency Period.** This is the time during which emergency response activities are focused on life-safety, incident stabilization, and property conservation, and all regular City services may be suspended. This period begins when the City is closed for normal business and ends when the Mayor and/or City Manager declares it is safe for all employees to return to work and to continue normal operations.
3. **Post Impact/Recovery Period.** This is the time during which activities are conducted to restore the City's infrastructure and services to pre-disaster conditions. During this time, vacations will be granted on a case-by-case basis. This period ends when the Mayor and/or City Manager declares the end of the period.

Employee Status. Prior to a declaration of an emergency, Department Directors shall designate "emergency essential" and "emergency non-essential" personnel. An individual employee's status may change, as the needs of the City change during an emergency, or at the discretion of the Department Director. With written approval from their Department Director, employees from different departments can be designated as "emergency essential personnel."

The designations shall be documented and approved by the City Manager.

1. **"Emergency Non-Essential"** – Following a needs assessment, some employees may be temporarily dismissed from work, concurrently or successively, as determined by the emergency need and the department or function. These employees will be placed on emergency paid Administrative Leave pursuant to this policy. Emergency paid administrative leave will start when the employee is dismissed by the City Manager or designee through each Department Director and will continue until the employee returns to work based on the employee's normal workweek.
2. **"Emergency Essential"** – Each Department Director is responsible for identifying those employees who will be designated as "Emergency Essential." These employees may be required to remain or respond in the event of emergency conditions and be available

immediately before (Pre-Impact), during (Emergency Period), and/or after the disaster or emergency condition (Post Impact/Recovery), to perform duties directly related to the emergency conditions as determined by the City. Notwithstanding, an “Emergency Essential” employee will be allowed reasonable emergency paid administrative leave to secure the employee’s home and family and attend to immediate personal needs resulting from the emergency. Notwithstanding a prior designation as emergency essential, some emergency essential personnel may not be activated and will be compensated according to the emergency paid administrative leave as defined in this policy.

Emergency paid administrative leave will start when the employee is dismissed by the City Manager, or designee, through each Department Director and will continue until the employee returns to work based on the employee’s normal work week.

3. **“Emergency Duty Assignment”** – In the event of an emergency, the City Manager or designee may assign employees to any duty to the extent that the City is not in violation of any State or Federal Law. This includes employees of one department serving in an emergency capacity for any other department or function as assigned.
4. Employees who are out on prior approved leave during any of the periods will continue to be charged the prior approved leave status for such leave. However, such leave requests are subject to cancellation due to the emergency.

Compensation for Hours Worked During a Declared State of Emergency:

1. Exempt Employees
 - a. During a Pre-Impact Period, exempt employees authorized to perform work for the benefit of the city in preparation for potential adverse incident shall be paid according to their normal rate of pay. This time shall be clearly identified on the time sheet as required by the Finance Department.
 - b. During an Impact Period, essential exempt employees authorized to perform work for the benefit of the City related to the incident shall be paid at an overtime rate of 1.5x their hourly computed rate for each hour **worked** during the Impact Period. This time shall be clearly identified, and work performed clearly noted on the appropriate Emergency Management forms. *The exempt status employee(s) base salary will be computed to arrive at an hourly rate to determine the pay rate for this administrative rule.*
 - c. During an Impact Period, when key essential exempt employees are required to reside in a facility recognized or approved by the City (EOC, designated shelter, etc.) they shall be paid at 1.5x their hourly computed rate for all hours **worked** and straight hourly time for all non-work hours for each hour of mandatory residency. Mandatory residency in a facility recognized or approved by the City may vary by department or individual as determined by the Department Director, or designee, and approved by the City Manager, or designee. Non-working hours shall be clearly

identified, and duties or work performed noted on their Emergency Management forms as provided. Exempt employees who are not considered essential or not residing in a designated facility shall be paid only for hours worked or placed on paid administrative leave.

- d. The exempt employee's calculated hourly computed rate shall be applied to hours worked on weekend, holiday hours worked, and all hours worked over their regularly assigned daily work hours during the Impact Period as determined by the Department Director, or designee, and/or the City Manager, or designee. This time shall be clearly identified, and duties or work performed noted on the Emergency Management forms as provided.
- e. During an Impact Period, exempt employees released from work, who are not required to report to work, shall receive paid administrative leave for the duration of the Impact Period.
- f. Once the Impact Period has been canceled, an exempt employee shall check with their immediate supervisor, or Department Director, on when and where to report upon returning to work. If a recalled exempt employee fails to report for duty, the employee may be subject to disciplinary action.
- g. Failure of an exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay unless prior approval is granted to utilize accrued time. This shall be evaluated on a case-by-case basis. Failure of employee to contact their Department Director, or direct supervisor, within three (3) regularly scheduled workdays following the City Manager's, or designee's, direction to return to work may result in disciplinary action up to and including termination.
- h. The City Manager may authorize "emergency essential" exempt employees to be compensated for hours worked assisting other jurisdictions or agencies in accordance with a signed Memorandum of Agreement (MOA).
- i. Nothing herein shall be construed to affect the exempt status of such employees.

2. Non-Exempt Employees

- a. During a Pre-Impact Period, non-exempt employees authorized to perform work for the benefit of the City directly related to the preparation for a potential adverse incident shall be paid according to their normal hourly rate of pay. The Pre-Impact work hours shall be clearly identified, and the work performed noted on the Emergency Management forms as provided. The Pre-Impact work hours shall be separated from the normal daily work hours performed.
- b. During an Impact Period, non-exempt employees authorized to perform work for the benefit of the City related to the incident shall be paid at the overtime rate of

1.5 times their regular pay for all hours **worked** during the Impact Period. This time shall be clearly identified, and work performed noted on the Emergency Management forms as provided.

- c. During an Impact Period, when key essential non-exempt employees are required to reside in a facility recognized or approved by the City (EOC, designated shelter, etc.) they shall be paid the overtime rate of 1.5 times their current hourly wage for all hours **worked** and their normal rate of pay for all non-work hours. Mandatory residency in a facility recognized or approved by the City may vary by department or individual as determined by the Department Director, or designee, and approved by the City Manager, or designee. Non-working hours shall be clearly identified, and duties or work performed noted on the Emergency Management forms as provided.
- d. During the Impact Period, non-exempt employees released from work, and are not required to work, shall receive paid administrative leave for normally scheduled hours. These hours shall not count as “time worked” for the purpose of computing overtime for non-exempt employees and shall be clearly identified on the Emergency Management forms as provided.
- e. Once the Impact Period has been canceled, a non-exempt employee shall check with their immediate supervisor, or Department Director, on when and where to report upon returning to work. If a recalled non-exempt employee fails to report for duty, the employee may be subject to disciplinary action.
- f. Failure of a non-exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay unless prior approval is granted to utilize accrued time. This shall be evaluated on a case-by-case basis. Failure of employee to contact their Department Director, or direct supervisor, within three (3) regularly scheduled workdays following the City Manager’s, or designee’s, direction to return to work may result in disciplinary action up to and including termination.

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	Pre-Impact Period*	Impact Period
Activities	Emergency response preparation activities and mitigation measures by the City of Alvin Departments	Emergency response activities and critical services are conducted to protect life, safety, property and the environment. Most routine City business functions may be suspended.
Begins	City Manager, or designee, advises an adverse incident/emergency has the potential to occur and/or Emergency Operations Center (EOC) is activated.	Mayor and/or City Manager advises an adverse incident/emergency exists. Emergency essential personnel may be sheltered in place. Majority of routine City business functions are closed.
Ends	City Manager, or designee, advises the potential for an adverse incident/emergency has passed and the City resumes routine City business functions. OR City Manager, or designee advises the City has entered the Impact Period	City Manager, or designee, advises it is safe for employees to return and resume most routine city business functions.

Emergency Essential		
	Pre-Impact Period	Impact Period
Non-Exempt Emergency Essential	Normal rate of pay	Overtime – 1.5 times the employees’ normal rate of pay for hours “worked.” <i>Mandatory residency:</i> Hourly rate of pay for all non-work hours
Exempt Emergency Essential	Normal rate of pay	1.5 times the employees’ computed rate of pay for hours “worked.” <i>Mandatory residency:</i> 1.0 hourly computed rate of pay for all non-work hours
Emergency Non-Essential		
	Pre-Impact Period	Impact Period
Non—Exempt Emergency Non-Essential	Normal rate of pay	Administrative Leave at normal rate of pay
Exempt Emergency Non-Essential	Normal rate of pay	Administrative Leave at normal rate of pay
*No-notice incidents may not have a “Pre-Impact Period.”		

Responsibilities:

1. Supervisors and/or Department Directors:

- a. Ensure all employees have completed the appropriate NIMS training as required by the State of Texas Department of Emergency Management and FEMA and schedule new employees training immediately after hire.
- b. Hold training with all employees regarding emergency operations procedures prior to May 31 of each year.
- c. Assess all approved vacation leave requests and advise employees of their responsibilities and when they need to return to work.
- d. Allow “emergency essential” employees to secure their homes and families.
- e. Provide list of “emergency essential” employees to the City Manager for approval prior to sending “emergency non-essential” employees home.

2. Employees (Emergency Essential and Emergency Non-Essential):

- a. Provide up-to-date emergency contact information to supervisor and Department Director so that employee can be contacted when away from work.
- b. Understand that any pre-approved leave may be subject to postponement or cancellation.
- c. Attend appropriate required NIMS training classes according to job position as outlined in the NIMS Training Guidelines.
- d. Ensure that the safety and security of the employee’s family is met.

At the Department Director’s discretion, previously approved leave, vacation, etc., may be canceled when a state of emergency is imminent or declared. Failure to return to work upon notice, either written or verbal, that the previously approved leave is being canceled, will be deemed an unauthorized absence from work or assignment which may be sufficient cause for termination.

RULE 21. EMPLOYEE APPRAISAL SYSTEM

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

citizen service. A copy of the Employee Appraisal form can be obtained from the Human Resources Department.

- B. Newly hired regular full-time employees are eligible for:
 - 1. a written employee appraisal upon successful completion of their probationary period; and
 - 2. an annual employee appraisal on their date of hire anniversary.
- C. Newly transferred or promoted employees who are on probation shall also receive an evaluation at the end of their probation period.
- D. Supervisors will strive to clearly communicate all elements of job performance, key result areas, performance standards, measures, goals, strengths, and areas of development needed by completing the Employee Development Area.
- E. All employee appraisal information must be written, and each employee will be asked to sign and date a copy of his/her employee appraisal when it is reviewed. An evaluation is considered complete at the time:
 - 1. the employee signs and dates the evaluation document; or
 - 2. the supervisor and/or Department Director has a witness acknowledge the employee's refusal to sign the evaluation document; and
 - 3. the evaluation document is signed by the affected Supervisor, Department Director and the City Manager and then forwarded to the Human Resources Director for retention in the employee's official personnel file.
- F. Department Directors are expected to ensure compliance with this rule and ensure that evaluating supervisors and managers under their direction are adequately trained in the employee appraisal process. Department Directors and/or mid-level managers are encouraged to review all employee appraisal documents for validity prior to the department supervisor conducting the appraisal with the affected employee, to correct any obvious errors or rating bias.
- G. Employees are expected to be knowledgeable of their essential job functions and key result areas and maintain established performance standards and requirements as outlined. Employees are encouraged to address issues and concerns regarding their annual employee appraisal with their evaluating supervisor. If the employee is unable to resolve his/her issues and concerns with the evaluating supervisor, the employee may address them with the Department Director; if the Department Director is the evaluating supervisor, the employee may go to the City Manager to address his/her concerns.

- H. The Human Resources Director will review all appraisal documents for obvious errors and return them to the Department Directors for any clarifications or procedural corrections. The Human Resources Director is responsible for maintaining original appraisal documents in official personnel files.

RULE 22. MERIT COMPENSATION POLICY

- A. A “merit increase” is defined as an in-grade increase in salary granted as recognition for continued and sustained performance on the job.
- B. Performance-based merit increases will normally be awarded annually to eligible employees based on the eligibility requirements established by the City Manager. Generally, employees will be eligible for merit increase consideration if they are in a budgeted full-time position and have completed a probationary period (if applicable). Percentage increase may vary from employee to employee based on differing levels of performance attained and internal equity demands.
- C. Each fiscal year, the City Manager may authorize merit increase guidelines which are based on the current budget, fiscal constraints, other considerations, and the compensation plan approved by City Council.
- D. The employee’s supervisor will use the merit increase guidelines and the performance appraisal results to recommend merit increases.
- E. The Department Director will review and approve all base salary changes. The City Manager will make the final determination.

RULE 23. PROMOTIONS

- A. Positions to be filled shall be filled with City employees currently on the payroll when possible. This should not prohibit the City Manager or other supervisory personnel from filling positions with persons not employed by the City.
- B. A promotion is described as the transition to a role with new job duties and responsibilities of greater significance and scope compared to the previous position. The department(s) responsible for facilitating the transfer or promotion should collaboratively determine the effective date for this transition.
- C. Promotions shall be made upon the recommendation of the Department Directors with the approval of the City Manager.
- D. Promotions shall be based on qualifications, proven performance, merit, and the ability to perform the duties and responsibilities of the position.
- E. A promotion should not be deemed completed until a probationary period of six (6) months shall have elapsed. Should a promoted employee not successfully complete the

probationary period, the employee is eligible to return to the previous position held, if available. If no position is available for which the employee is qualified, the employee will be terminated.

RULE 24. SEPARATIONS

A. The City designates all employee separations as one of the following types:

1. **Resignation.** An employee who intends to resign is requested to notify his/her supervisor and/or the Human Resources Department in writing at least two (2) weeks prior to the last day of work. Employees who fail to give two (2) weeks' notice are typically not eligible for rehire. The supervisor is responsible for immediately notifying the Human Resources Department.
2. **Retirement.** An employee who intends to retire must notify his/her Department Director, supervisor, and the Human Resources Department, in writing, thirty (30) days prior to the date of retirement. This thirty (30) day requirement is necessary to ensure that the required paperwork is timely submitted to Texas Municipal Retirement System (TMRS).
3. **Dismissal/Termination.** The City may terminate an employee's employment due to unsatisfactory performance or conduct and/or violation of City policies or procedures, including a new hire who fails probation. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance or conduct and/or violation of City policies or procedures, are not eligible for rehire.

B. Dismissal may also occur for the following:

1. **Job Abandonment.** If an employee fails to properly notify the City of his/her absence from work or if an employee is absent, without authorization and/or notification for three (3) or more consecutive workdays, the City will normally consider the employee to have abandoned his/her employment, and he/she will be terminated.
2. Any employee who remains absent from work after exhausting his/her FMLA time may request an extension of leave or other reasonable accommodation. This request shall include appropriate documentation of the employees' need for accommodation. The City may terminate an individual's employment if no reasonable accommodation allows them to return to the performance of the essential functions of their job within a reasonable period of time. This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act.

C. **Reductions-in-Force/Reorganization.** An employee may be separated from City service when it is deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material change in the duties of the organization, or for other reasons

which are outside the employee's control, and which do not reflect discredit upon the service of the employee.

- D. **Death.** If a City employee dies, his/her designated beneficiary or estate will be paid all earned pay and payable benefits the employee would have received but for his or her death.

RULE 25. DEMOTIONS

- A. **Voluntary Demotions.** An employee can request to fill an open vacancy that is lower than their current position on the pay schedule. Should an employee opt to apply for a position with a lower pay grade, appropriate compensation adjustment will be made.
- B. **Involuntary Demotions.** An employee who undergoes an involuntary demotion from one position to another with a lower pay grade will experience a reduction in compensation, aligning it with the appropriate grade and step for the new position.

RULE 26. ACTING/INTERIM POSITIONS

- A. At the request/recommendation of the Department Director, the City Manager has the authority to appoint an Acting Position to ensure the effective operation of City functions in cases of vacancy, extended absence of the regular incumbent for more than two (2) consecutive pay periods, or as deemed necessary.
- B. Employees serving in Acting Positions may receive additional compensation during their assignments with the approval of the City Manager. This additional pay will be formally known as "Interim Pay" and will typically be two steps, or 4% more than the employee's current hourly rate.

RULE 27. CERTIFICATION PAY

- A. Determinations regarding an employee's eligibility for certification pay will be made by the Human Resources Department. To receive Certification Pay, employees are responsible for furnishing a dated copy of their original certificate and/or evidence of certification. It is important to note that Certification Pay is not retroactive; therefore, compensation will commence only after proof of certification has been submitted to Human Resources.
- B. If an employee fails to meet the renewal or maintenance requirements for their certification, Certification Pay will be discontinued. The responsibility for providing proof of maintenance lies with the employee.
- C. The Human Resources Department is responsible for reviewing the approved certifications eligible for certification pay each year for budgetary purposes.

RULE 28. INCLEMENT WEATHER

- A. During periods when City operations are unaffected by inclement weather, employees who are absent from work due to such conditions may, upon obtaining approval from the Department Director, utilize accrued vacation or compensatory time to make up for the missed hours. Employees who do not have any accrued vacation or compensatory time may not receive compensation for the time they are unable to work due to inclement weather.
- B. In cases of inclement weather, employees holding essential positions may be obligated to report to work to fulfill the City's requirements, as determined by the Department Director. Failing to report to work under such circumstances may result in disciplinary actions.

RULE 29. CELL PHONE ALLOWANCE

- A. The City will grant a monthly allowance to employees in roles necessitating the use of cell phones. This allowance is intended to cover anticipated business-related expenses. It is important to clarify that this policy does not imply the City's intention to cover all usage, including personal calls. All payments described in this section are contingent on approval from the City Manager and dependent on allocation by the City Council in the annual budget.
- B. Eligible employees will receive either a City-issued cell phone or an allowance at the request of the appropriate Department Director. Final approval will be determined by the City Manager.
- C. For an employee to be eligible for this compensation, it must be determined that the allowance contributes to the City's needs and within the employee's scope of responsibilities.
- D. The allowance will be discontinued if a change in the employee's position (due to promotion, transfer, termination, or demotion) or circumstances (no longer involved in City business) renders the allowance no longer beneficial to the City. The City assumes no responsibility for any penalties or fees imposed on the employee by the cellular provider, which may include, but are not limited to, charges related to unexpired cell phone service agreements, unused minutes, cancellation penalties, and service change fees.
- E. Should an eligible employee choose the allowance rather than the City-issued cell phone, they will receive an allowance bi-monthly during regular payroll. The amount will be based on the guidelines established by the City Manager, based on the current budget, fiscal constraints, and other considerations. This is a taxable benefit.
- F. Employees who use their personal phones for city-related business should understand that any communication related to City business is subject to the Texas Public Information Act.

RULE 30. VEHICLE ALLOWANCE

- A. Eligible Employees, approved by the City Manager, will receive vehicle allowance in order to offset vehicle-related expenses. The amount will be based on the guidelines established by the City Manager, based on the current budget, fiscal constraints, and other considerations.
- B. This allowance is paid on an employee's bi-monthly paycheck 24 times each year. Vehicle allowance is a taxable benefit.

RULE 31. ON-CALL AND CALL BACK PAY

- A. The purpose of this policy is to provide guidelines for Department Directors and supervisors regarding the process and procedures to be followed for non-exempt employees who are required to maintain their availability after hours or during days off to perform routine checks at various City facilities and/or to be on-call to come back to work or to otherwise be available to respond to emergency situations.
- B. Department Directors should identify positions and employees who are required as a condition of employment to be on call, to come back to work outside of the employees' regular shift, or to conduct routine checks at various City facilities. Once Department Directors identify these positions, the employee should be notified in writing that the essential functions of his or her job requires the employee to maintain an on-call or routine check status on either an intermittent or regularly scheduled basis.
- C. The employees' job description should also be updated accordingly. The supervisor of the employee assigned to on-call or routine check status shall maintain a roster of all qualified employees and an equitable rotation policy shall be followed.
- D. Department Directors and/or supervisors should provide employees who are required to be on call with a schedule of the time and date that the employee must be on-call. In addition, the following guidelines apply:
 - 1. Unless otherwise advised, the employee is not required, while on-call, to remain on the City's premises. However, the employee must remain available by telephone or text while off-site and respond to any message within fifteen (15) minutes.
 - 2. If an emergency requires the employee to return to work, he or she must do so within one (1) hour of responding to the message.
 - 3. The employee is not required to restrict his or her activities while on-call, but the employee must remain free of the influence of alcohol or illegal drugs. In addition, the employee should not take any prescription drug that adversely affects his or her ability to safely and effectively perform his or her job duties. If an employee has a medical condition and has concerns about complying with this requirement, the employee should consult with the Human Resources Department.

4. If the employee has a conflict and is unable to be on-call during his or her assigned time, it is the employee's obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the employee's on-call shift.
 5. On-Call employees who fail to respond when called and/or who fails to find a replacement are subject to disciplinary action up to and including termination.
- E. Employees will receive one (1) hour of On-Call pay at their regular rate for each 24-hour shift of on-call status. Compensatory Time may NOT be used in lieu of On-Call Pay.
- F. If an employee is called to come back to work while he or she is on-call, the employee is subject to a minimum of two (2) hours of call-back compensation for the on-call shift. This 2-hour call-back pay counts as time worked for the purpose of calculating overtime and is paid in addition to the 1 hour of on-call pay. If the employee's time worked exceeds the 2-hour call-back minimum, the employee shall receive pay for the actual hours worked at the overtime rate.
- G. An employee receives a minimum of two (2) hours of call-back pay for each time that an employee is called back to work during a 24-hour period, up to a maximum of 12 hours. Continuing to work on a call-back that extends into the next day shall not entitle the employee to a second two (2) hours of call-back pay.
- H. A non-exempt employee who does not return to work but who handles an *authorized* work-related task by phone or computer will be paid for the actual time worked. Employees must record their time on their time record, in 15-minute increments, rounding down if less than seven (7) minutes, and rounding up for eight (8) or more minutes.

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PERSONNEL POLICY MANUAL

SECTION V. PAID TIME OFF BENEFITS

RULE 32. HOLIDAY PAY BENEFIT

A. The City hereby recognizes and establishes a holiday pay benefit. The duly recognized holidays upon adoption of this Manual are those listed below; provided, however, that the City Council may modify this holiday listing at any time by a duly posted resolution regarding this subject matter. If a holiday does not fall on a scheduled workday, it will be observed on a day designated by the City Manager and included in the annual holiday calendar.

B. The following official holidays are hereby established:

New Year's Day	January 1
New Year's Day Holiday	Day before or after January 1
Martin L. King Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	Thursday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
<u>Veterans Day</u>	<u>November 11</u>
Thanksgiving Holiday	Wednesday before Thanksgiving
Thanksgiving Day	Fourth Thursday in November

Christmas Day	December 25
Christmas Day Holiday	Day before or after Christmas only
Floating Holiday	Date is at the Employee's discretion with Department Director approval

- C. For purposes of administration, a specified holiday begins at 12:01 a.m. and ends at 12 midnight on the calendar date of the holidays specified above.
- D. In order to use the Floating Holiday, the employee shall be employed on January 1 of each calendar year to accrue the Floating Holiday and shall take such holiday by December 31 of the same calendar year.
- E. Holiday Pay Benefit. The holiday pay benefit is defined as one workday consisting of a ten (10) hour period, which shall be paid at the employee's current regular rate of pay.
- F. Scheduling of Certain Holidays. Specified holidays falling on Friday or Saturday will normally be observed on the preceding Thursday and holidays occurring on Sunday will normally be observed on the following Monday. Holiday pay will be given on the day in which the City observes the holiday (see exception below). The City Manager may modify this provision on a holiday-by-holiday basis if required in the interest of administrative necessity.

~~1. — For employees covered under a Collective Bargaining Agreement (CBA), or those who work shift schedules, the holiday will be paid the day on which the national holiday falls.~~

1. Employees working a shift schedule during a holiday period must be working on a holiday observed by the City as outlined in the official holiday schedule to receive premium pay. Premium pay, calculated at 1.5 times the employee's regular rate, will be provided for either the City-designated holiday or the nationally observed holiday that is worked, but not both.

If the City observes a two-day holiday period and a shift employee works one City-observed holiday and one nationally recognized holiday (on a day other than the City's observance), the employee will be eligible for premium pay for a maximum of two days.

- G. Eligibility for Holiday Pay. Only regular full-time employees are eligible to receive the holiday pay benefit, regardless of their probationary status.
- H. Employees Who Work on a Holiday. Employees called in or otherwise required to work on a holiday will be paid for productive hours worked during the holiday at a rate of pay of 1.5 times their regular rate of pay for the entirety of their shift so long as the shift begins on the calendar date of the specified holiday. This rate of pay will be in addition to the holiday pay benefit specified above.

- I. Waiver of Holiday Pay Benefit. Employees who call in sick on a workday before a recognized holiday, or on a workday after a recognized holiday, automatically forfeit and will not receive the holiday pay benefit allowed herein, unless they present an acceptable sick leave excuse from an appropriate health care provider and such excuse is accepted by the applicable supervisory official.
- J. Holiday Occurring During Vacation Leave. A holiday that falls within an employee's vacation period will be counted as holiday in lieu of a day of vacation.
- K. Separating Employees. Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be scheduled and authorized in advance by the Department Director.
- L. Religious Holidays. Employees who wish to observe a personal religious holiday may request an approved absence. If approved, the employee may charge the time to vacation, compensatory time, the floating holiday, or receive an excused absence without pay. Utilization of sick leave time for this purpose is strictly prohibited.

RULE 33. VACATION LEAVE

- A. The City Council hereby authorizes and continues a recognition of a vacation leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.
- B. Vacation Day – A “vacation day” for purposes of this benefit is defined as a ten (10) hour period for all full-time employees, unless otherwise specified.
- C. Eligibility to accrue Vacation Leave. Only regular full-time employees may accrue vacation leave under this policy, regardless of their probationary status. Part-time, seasonal, and/or temporary employees do not earn vacation leave.
- D. Vacation leave accrues only during periods in which the employee works or is otherwise on an approved paid leave status.
- E. Accrual Rate. An employee's increase of vacation accrual begins with the first pay period of their 6th, 15th, and 20th years of service.
- F. The accrual of vacation hours specified below shall be calculated on a pro-rata basis by pay period.

Anniversary Date in Calendar Year	Vacation Benefit as of Anniversary Date of Calendar Year
1st through 5th years	80 hours (2 weeks)
6th through 14th years	120 hours (3 weeks)
15th through 19th years	160 hours (4 weeks)
20th year and above	200 hours (5 weeks)

- G. An employee may not utilize accrued vacation leave until he/she has successfully completed his/her initial employment probationary period.
- H. Employees are not required to take a full day of vacation; however, accrued vacation leave must be utilized in no less than one (1) hour increments.
- I. Employees may not “borrow” or receive an advance of unearned vacation time, except upon specific request and approval from the City Manager for good cause shown.
- J. Employees shall not receive payment for vacation in lieu of taking time off, except as otherwise provided in this Manual or as otherwise specifically authorized by the City Council.
- K. Use and Scheduling of Vacation Leave. Whenever possible, employees are encouraged to submit their preferred vacation schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation. No more than thirty (30) consecutive days of vacation time may be taken.
- L. Maximum Accruals. The maximum number of vacation hours that may be accrued is two hundred and forty (240) hours. All time in excess of two hundred and forty (240) hours will be forfeited each year on September 30. Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is forfeited as of September 30th every year.
- M. Compensation for Vacation Leave. Vacation leave shall be paid at the employee’s base rate of pay at the time vacation leave is taken. It does not include overtime or any special forms of compensation.
- N. Upon termination, retirement, resignation, death, or upon authorization and approval by the City Council, an employee shall be paid for accrued vacation leave using the employee’s current straight time hourly rate in effect on the date of termination with the following exception:

Police – Old Vacation Hours will be paid using the straight time hourly rate of pay for such employee in effect on October 1, 1998.

- O. Payment for vacation hours is subject to the limitations specified in this rule, including the maximum accrual cap. Employees who are terminated before completing a six (6) month probationary period will not receive payment for any vacation time.

RULE 34. SICK LEAVE

- A. The City Council hereby authorizes and continues a recognition of a sick leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.
- B. Eligibility to Accrue Sick Leave. All full-time employees may accrue paid sick leave under this policy, regardless of probationary status. Part-time, seasonal, and/or temporary employees do not accrue sick leave.
- C. Sick leave accrues only during pay periods in which the employee works or is otherwise on an approved paid leave status.
- D. Accrual Rate. Sick leave for employees shall be computed on the basis of eight (8) hours for each full month employed in a calendar year so as to total ninety-six (96) hours per year.
- E. Accrual of Sick Leave Unlimited. Employees will accrue sick leave hours so long as the employee holds a position with the City, but shall receive no payment or pay-out for accumulated sick leave at termination or separation from employment with the City.
- F. Utilization. Accrued sick leave may be utilized under the following circumstances:
 - 1. When an employee is unable to report to work because of illness or injury or other physical or mental disability that would prevent the employee from fulfilling the functions of his or her job duties; or
 - 2. When an employee's physical or mental condition is such that reporting to work would reasonably expose the employee's co-workers to the risk of illness or injury; or
 - 3. When state or federal law, such as the Family Medical Leave Act, otherwise allows an employee to utilize his or her own accrued sick leave time to care for other qualified members of the employee's immediate family, as such is defined in this Manual or other applicable law.

- G. To take advantage of this benefit, employees must immediately notify the appropriate supervisor in accordance with the procedures adopted by their Department and provide appropriate documentation when required.
- H. Documentation. Employees requesting paid sick leave must submit their request to their supervisor for approval.
 - 1. An employee must present satisfactory proof of illness/injury that prevents him/her from working whenever the employee uses sick leave for three (3) or more consecutive workdays, and at any other time if requested by the City.
 - 2. An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member's illness, injury, and/or doctor/dentist appointment if the employee wishes to use accrued sick leave to care for a family member.
 - 3. If the employee fails to present such proof in a timely manner, use of sick leave will not be allowed, and no other paid leave may be used for the absence.
- I. Abuse of Sick Leave Privileges. Because sick leave is a benefit that covers conditions or situation defined in this Manual, the City reserves the right to investigate and to act upon employee conduct that constitutes an abuse or misuse of sick leave. An employee who utilizes sick leave benefits under false or improper pretenses is subject to disciplinary action, up to and including termination.
- J. No Future Sick Leave Pay-Out Upon Termination or Separation. Except as otherwise provided in a separate labor agreement, or in carry-over policy for employees hired before and after October 2, 1998, City employees shall not be entitled to receive any future or further pay-out of accrued sick leave hours upon separation from employment, but shall continue to accrue such hours indefinitely for future utilization so long as the employee is employed by the City.

RULE 35. DONATED SICK LEAVE

- A. The purpose of this rule is to provide guidelines to establish a program that allows employees to donate sick leave accruals to fellow employees who have exhausted all paid leave.
- B. "Donated Sick Leave" is to be used in the event of catastrophic illness or injury by full-time employees by allowing employees with sick leave balances of at least forty-eight (48) hours to donate accrued sick leave to specific eligible employees.
- C. For purposes of this rule, the following definitions apply:
 - 1. A "catastrophic illness or injury" is defined as a life-threatening injury or illness of an employee, which totally incapacitates the employee from work as verified by a

licensed physician and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation. Chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods, may be considered catastrophic.

2. “Employee” is defined as a full-time employee who is eligible for group benefits.
 3. A “licensed physician” means a practitioner, as defined in the Texas Insurance Code, who is practicing within the scope of his/her license in treating the employee or family member.
- D. Procedures for purposes of this rule are as follows:
1. All employees wishing to receive donated sick leave must make a request to the Human Resources Director. Candidates must be full-time employees and must have already exhausted their own accrued paid leave, including sick leave, vacation leave and compensatory time.
 2. The Human Resources Director will make the request for donated sick leave via the City’s email system for citywide notification of an employee’s request for donated sick leave.
 3. Sick Leave donors must submit a Leave Request form to the Human Resources Department. The Human Resources Director will accept donations for the request and then direct payroll to apply the appropriate number of sick leave hours to be added to the applicant’s sick leave accrual balance.
- E. All City of Alvin restrictions on permissible uses of sick leave apply to the use of Donated Sick Leave. In no case may Donated Sick Leave be used in conjunction with a Workers’ Compensation claim, and the employee is not eligible to receive disability benefits from the group insurance program.
- F. Sick leave donation, once made, shall not be reversed or rescinded. Any sick leave donated to an employee shall be treated as belonging in the sick leave account of the recipient employee.
- G. Additional donations for extenuating circumstances may be approved by the Human Resources Director. If an employee does not agree with the decision of the Human Resources Director, the employee may appeal to the City Manager. The City Manger’s decision will be final.

RULE 36. BEREAVEMENT LEAVE

- A. The City provides probationary and regular full-time employees paid time off for bereavement leave, up to a maximum of three (3) workdays, in the event of a death(s) in the family. For the purpose of authorizing bereavement leave, “family” is defined as

current spouse, children, stepchildren, parents, stepparents, parents of the employee's spouse, brothers, sisters, grandchildren and grandparents by blood or marriage.

- B. An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation.
- C. Employees who wish to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as vacation, comp time or, if no vacation or comp time is available, as authorized leave without pay upon approval of the Department Director.
- D. Employees who wish to attend funerals or for bereavement leave for other than family as defined above, must use vacation or compensatory time.

RULE 37. FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

- A. The City provides leave to eligible employees in accordance with the Family and Medical Leave Act (FMLA). Under the FMLA, eligible employees may take up to twelve (12) workweeks of unpaid leave each year for qualifying family and medical reasons.
- B. If both an employee and the employee's spouse are employed by the City, their combined time off for family leave may not exceed twelve (12) workweeks during any twelve (12) month period.
- C. FMLA Leave Runs Concurrently With Other Types of Leave. If an employee has any available accrued sick leave, it must be used concurrently with any available FMLA leave, provided the employee's absence is covered by the City's sick leave policy. Accrued sick leave taken for the purposes of FMLA for the employee or employee's immediate family will follow the guidelines set out in the sick leave policy. If the absence is not covered by the City's sick leave policy, the following leave time will be applied and will run concurrently with any remaining FMLA leave: compensatory time, accrued holiday leave, and vacation leave. FMLA leave will also run concurrently with any time off from work covered by workers' compensation.
- D. Employee Eligibility. To be eligible for FMLA leave, an employee must have worked for the City:
 - 1. for at least twelve (12) months; and
 - 2. for at least 1,250 hours during the twelve (12) months preceding the start of the leave.
- E. Leave Entitlement. Eligible employees may take reasonable leaves of absence for any of the following reasons:
 - 1. maternity purposes;

2. the birth, adoption or placement of a foster child;
 3. to care for a spouse, child, or parent with a serious health condition, as defined by law;
 4. when the employee is unable to perform the functions of his/her position because of his/her own serious health condition; or
 5. as otherwise authorized by law, as amended from time to time.
- F. **Leave Entitlement for Active Duty.** Eligible employees with a spouse, son, daughter, or parent on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) weeks leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven (7) days of leave); (2) attending certain military events and related activity; (3) arranging for alternative childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five (5) days of leave); (7) attending post-deployment reintegration briefings; and (8) any additional member's active duty or call to active duty.
- G. **Leave Entitlement for Line of Duty Injury or Illness.** The FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty or active duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.
- H. To determine eligibility for leave, the City uses a rolling twelve (12) month period measured backward from the date of any FMLA leave.
- I. **Employee's Notice Requirements.** For the City to accommodate an employee's workload during his/her absence, an employee seeking to take FMLA leave must provide both his/her Department Director and the Human Resources Director with at least thirty (30) days' advance notice when the leave is foreseeable.
1. If the leave is not foreseeable, an employee is expected to provide both his/her Department Director and the Human Resources Director with as much advance notice as possible.
 2. In the event of medical leave for planned medical treatment for the employee or for the employee's spouse, child or parent, the employee is required to make a

reasonable effort to schedule the treatment so as not to disrupt unduly the City's operations.

- J. The City may also unilaterally place an employee on FMLA leave when information comes to the City's attention that would otherwise qualify an employee for FMLA leave.
- K. All supervisors must immediately notify both their Department Director and the Human Resources Director if they have reason to believe an employee's absence is due to an FMLA-covered reason. Under the FMLA, an employee requesting paid or unpaid leave for an absence covered by the FMLA is not required to expressly mention FMLA. If the employee states a reason that qualifies for FMLA leave, the employee will likely have met the FMLA's notice requirements. The date of leave may be retroactive to the first day of the qualifying FMLA event.
- L. Medical Certification and Other Required Documentation.
 - 1. An employee must provide the City with medical certification supporting the need for FMLA leave due to a serious health condition affecting the employee or the employee's spouse, child or parent.
 - 2. An employee must also provide periodic reports during FMLA leave as to his/her status and a statement of the employee's intentions concerning returning to work, including the beginning and expected ending dates of the leave.
 - 3. In the case of intermittent leave, the certification must also provide the dates and duration of the treatments necessitating the intermittent leave.
 - 4. In some cases, the City may require a second or third medical opinion (at the City's expense) and periodic recertification of the serious health condition.
 - 5. Medical clearance is required for all employees desiring to return to work from taking leave as a result of a serious health condition.
 - 6. If an employee elects to take FMLA leave in order to care for a family member, the employee may be required to provide reasonable documentation confirming a family relationship.
 - 7. If an employee fails to provide any required certification within fifteen (15) days, the City may deny leave until the certification is provided.
- M. Intermittent Leave. An eligible employee may take FMLA leave on an intermittent or reduced schedule basis only if "medically necessary," or otherwise approved by the Department Director. When intermittent leave is needed, the employee must try to schedule the leave so as not to unduly disrupt the Department's operations. The City may temporarily transfer the employee to an alternative position (with equivalent pay and benefits) in order to better accommodate an employee's intermittent or reduced leave schedule.

- N. Benefits During FMLA Leave. Taking family leave will not result in the loss of any employment benefit accrued prior to the date on which the leave began, and seniority will not be affected. However, vacation and sick leave benefits shall not accrue during any period of unpaid leave of absence.
- O. An employee on family leave will remain covered under all employee benefit plans (medical, retirement, etc.) throughout the duration of the leave as if actively employed.
 - 1. Where applicable, the employee must timely pay his/her share of health insurance premiums while on family leave.
- P. If the employee fails to return to work at the conclusion of the leave, the City will require the employee to reimburse it for the full cost of health care coverage during the period of leave. However, if an employee fails to return to work because of legitimate medical reasons or circumstances beyond the employee's control, he/she may not be required to reimburse the City for such benefits. Medical certification is required under such circumstances.
- Q. Job Restoration After FMLA Leave. An employee returning to work following a leave of absence under these family leave provisions shall be returned to his/her position or an equivalent position.
- R. Leave Due to Birth/Adoption. FMLA leave for birth, adoption or placement of a foster child must conclude within twelve (12) weeks of the birth, adoption or placement.
- S. FLSA Considerations. Salaried executive, administrative, professional and other employees of the City who meet the Fair Labor Standards Act (FLSA) criteria for exemption from overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave.
- T. Other Employment. Under no circumstances may an employee on FMLA leave, sick leave, disability leave, or workers' compensation leave engage in outside employment unless expressly authorized in writing in advance by the Department Director and City Manager.
- U. TMRS. No loss of service credits with the City will occur as a result of an employee being in an unpaid status due to FMLA leave. No benefit credits, including TMRS contributions, will accrue while in an unpaid status.
 - 1. Human Resources will notify an employee who goes into an unpaid status of their contribution options with TMRS.
 - 2. It is the employee's responsibility to initiate arrangements with TMRS for contribution payments.
- V. Other Provisions. The FMLA does not affect any federal or state law prohibiting discrimination. This rule is intended to explain benefits available to eligible employees under the FMLA. It is not intended to create any rights to leave beyond those created by

the FMLA. If additional information is needed on the FMLA, please contact the Human Resources Director. When an employee gives notice of the need for FMLA leave, the employee will be given additional information as to his/her rights and responsibilities under the FMLA.

RULE 38. JURY DUTY

- A. The City provides paid leave to regular full-time employees required to serve on jury duty or requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. In all other cases, employees are required to schedule accrued vacation, holiday or compensatory leave; otherwise, a nonexempt employee's time off will be considered a leave without pay.
- B. The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., to his/her supervisor as soon as possible so that arrangements can be made to accommodate the absence.
- C. Employees on jury duty leave should keep up with their job responsibilities if possible. An employee who is on jury duty typically must report for City duty for the remainder of the day upon completion of court or jury service. Any payment for jury duty received by the employee may be retained by the employee.
- D. Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

RULE 39. ADMINISTRATIVE LEAVE

- A. The City may grant Administrative Leave With Pay to an employee, as a matter of discretion by the City Manager (or designee), when no other paid leave category is available or applicable and leave without pay would not be appropriate. The City Manager may also authorize Administrative Leave Without Pay.
- B. Department Directors may grant Administrative Leave With Pay only when a disciplinary decision is pending.
- C. Administrative Leave granted to an employee will be put in writing and forwarded to the Human Resources Director for proper payroll processing and placement in the employee's personnel file.

RULE 40. MILITARY LEAVE – USERRA

- A. The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military.

- B. This rule covers employees who serve in the uniformed services on a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.
- C. Notice to City of Need for Leave. Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than twenty-four (24) hours after the employee receives the military orders. To be eligible for paid military leave, employees must provide the official documents setting forth the purpose of the leave and, if known, its duration. Notice must be turned into the Department Director and the Human Resources Director as far in advance of the leave as possible.
- D. Paid Leave for Training and Duty.
 - 1. Full Pay for Up to Fifteen (15) Days. Employees will be paid for military absences of up to a maximum of fifteen (15) workdays per fiscal year. Shift employees will be transitioned into a forty (40) hour work week during military absences. This leave may be used when an employee is engaged in National Guard or U.S. armed forces reserve training or duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year.
 - 2. Other Paid Leave. Employees who have exhausted all available paid military leave may, at their option, use any other available paid leave time (i.e., vacation leave, holiday leave, and compensatory time) to cover their absence from work.
 - 3. Unpaid Leave. After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on leave without pay.
 - 4. Benefits. The City will continue to provide employees on paid military leave with most City benefits.
 - 5. Medical and Dental. While an employee is on paid military leave (or any military leave of less than thirty-one (31) days), the City will continue to pay its portion of the monthly premium for group health benefits. When military leave is unpaid, the employee may elect to continue group health coverage for up to twenty-four (24) months following separation of employment or until his/her reemployment rights expire, whichever event occurs first, for himself/herself and eligible dependents. Employees must pay 102% of the applicable premium to cover the cost of elective continuation coverage under the City's group health plan.
 - 6. Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately, even if a waiting period is normally required for new or returning employees. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.

7. Other Benefits. While on paid military leave, employees continue to accrue vacation, sick leave and other benefits provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on paid military leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, he/she will be treated as though he/she was continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.
8. TMRS. Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active-duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must return to work for the City within ninety (90) days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has either the lesser of five (5) years, or three (3) times the length of the military service to make up any TMRS contributions that were missed while on military leave.

E. Returning from Military Leave.

1. Re-employment Rights. Employees who complete their military service will be re-employed in accordance with federal law.
2. Deadline to Notify City of Intent to Return to Work. The deadline for an employee to return to work and/or notify the City that he/she intends to return to work following military leave depends upon how long the employee's military service lasted:
 - a. For service of less than thirty-one (31) days, employees have eight (8) hours following their return home from service to report for their next scheduled work period.
 - b. For service between thirty-one (31) days and one hundred and eighty (180) days, employees have fourteen (14) days following their release from service to apply for re-employment.
 - c. For service of more than one hundred and eighty (180) days, employees have ninety (90) days following their release from service to apply for reemployment.

- F. These deadlines may be extended for two (2) years or more when an employee suffers service-related injuries that prevent him/her from applying for re-employment or when

circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.

- G. Required Documentation. To qualify to return to work, an employee returning from leave must provide documentation of the length and character of his/her military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than thirty-one (31) calendar days.

RULE 41. MENTAL HEALTH LEAVE

- A. The City of Alvin is committed to fostering a healthy and supportive work environment for all employees. Recognizing the importance of mental well-being, this Mental Health Leave Policy provides employees with the opportunity to prioritize their mental health.
- B. The City provides paid time off for full-time employees who have experienced or suffered trauma, due to a traumatic event in the scope of their employment. This paid time off should be used to seek assistance in overcoming adverse effects of such an experience
 - 1. Trauma results from an event, series of events or a set of circumstances that is experienced by an individual as physically or emotionally harmful or life threatening and that has lasting adverse effects on the individual's functioning and mental, physical, social, emotional, or spiritual well-being (Substance Abuse and Mental Health Services Administration).
 - 2. Traumatic Event – a natural or man-made event which causes trauma.
- C. Eligible employees who suffer trauma as a result of a traumatic event in the scope of their employment may be granted mental health leave upon written request to the City Manager or the City Manager's designee. The City Manager or designee shall grant or deny the request for mental health leave within 24 hours of receiving the request. If denied, the reason(s) for the denial must be enumerated in writing.
- D. Approved personnel shall be eligible for up to one (1) work week (40 hours maximum) of paid Mental Health Leave. This time may be taken consecutively or in a minimum of one (1) workday segment. These workday segments may be eight (8), ten (10), twelve (12), or twenty-four (24) hour periods and will correspond to the employee's normally assigned schedule.
- E. Approved employees shall not be granted more than 40 hours of Mental Health Leave within ~~the City's fiscal year~~ a rolling 12-month period. Nothing in this policy shall prevent an employee who needs more time from using other leave time or benefits available to them as employees of the City of Alvin.
- F. As with sick leave used for personal illness, employees taking mental health leave may not work outside employment for the duration of the leave.
- G. Mental Health Leave is paid at the employee's base rate at the time of absence. It does not include overtime or any other special forms of compensation.

- H. To maintain anonymity for the reason of absence, any mental health leave used under this policy shall be entered as “administrative leave with pay” in the City payroll system and no reason for the administrative leave shall be documented on the entry.
- I. The written request for leave, as well as the City Manager’s or designee response granting or denying such leave, shall be forwarded, along with dates of the leave and the hours taken, to Human Resources to be included in the employee’s file.
- J. The City of Alvin Human Resource Department will coordinate and provide mental health services and contacts for employees who have been approved for Mental Health Leave.
- K. Prior to returning to work, the City may request the employee to provide a medical release as a requirement in order to return to work.
- L. Upon returning to work, employees are expected to resume their regular duties. No adverse action will be taken against employees for taking approved mental health leave.

RULE 42. QUARANTINE LEAVE

- A. Pursuant to Texas Local Government Code Section 180.008, this Paid Quarantine Leave policy for EMS, Fire, and Police is for personnel who are employed by the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.
- B. Eligible employees, both full and part time, who are ordered to quarantine or isolate by their immediate supervisor, physician, or county health authority due to a possible or known exposure to a communicable disease while on duty are entitled to receive paid quarantine leave for the duration of the leave.
- C. If applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs will be provided to the employee.

RULE 43. PAID PARENTAL LEAVE

- A. Flexible and family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations. The City of Alvin provides Paid Parental Leave (PPL) to employees following the birth of an employee’s child or the placement of a child with an employee in connection with adoption, foster care, or other legal placement to care for and bond with the child.
- B. To be eligible for the PPL, an employee must be eligible for leave under the Family and Medical Leave Act (FMLA) by meeting the following criteria:
 - 1. have been employed with the City for at least 12 months (the 12 months do not need to be consecutive);
 - 2. have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin; and

3. be regularly scheduled to work 20 or more hours per week in a full-time reduced-schedule position.
 4. Temporary or seasonal employees and interns are not eligible for PPL.
- C. In addition, employees must meet one of the following criteria:
1. Have given birth to a child;
 2. Be a co-parent to a person who has given birth to a child;
 3. Have adopted a child aged 17 or younger, except for adoption by one spouse of the other spouse's child; or
 4. Placement with the employee of a foster child, or other child, to whom the employee stands in the position of a parent (in loco parentis), age 17 or younger.
 5. PPL is not allowed for placement of a child in parental custody cases or legal assignments as a Guardian ad Litem.
- D. The City of Alvin provides up to four weeks (160 hours) of PPL during a rolling 12-month time frame. In no case will an employee receive more than four weeks of PPL regardless of whether more than one birth, adoption, or foster care placement occurs within that 12-month time frame. If both parents are employed by the City, and each is eligible for PPL as provided in this policy, each parent may use a maximum of four weeks of PPL.
- E. For adoptions, the employee may choose whether the date of adoption of a child is the date the child is placed in the employee's home in anticipation of legal adoption or the date the adoption is approved by a court of law.
- F. Each week of PPL is compensated at 100 percent of the employee's regular, straight-time weekly pay. PPL will be paid on a biweekly basis on regularly scheduled pay dates.
- G. Approved PPL may be taken at any time during the 26-week period immediately following the birth, adoption, or placement. Employees may take PPL continuously or intermittently (intermittent schedule must be approved by supervisor), but all PPL must be used during the 26 weeks following the child's birth, adoption, or placement. Any unused PPL will be forfeited at the end of the 26-week time frame. Upon termination of the individual's employment at the City, employees will not be paid for any unused PPL for which they were eligible.
- H. Coordination with Other Policies
1. In no case will the total amount of leave for the birth, adoption, foster care, or other legal placement, whether paid or unpaid, granted to the employee exceed 12 weeks.

Available leave (for example, sick, vacation, holiday) may be used to extend paid leave beyond the four weeks of PPL. Employees are not required to exhaust all leave before taking PPL.

2. The City of Alvin will maintain all benefits for employees during the PPL period just as if they were taking any other paid leave.
3. If a City holiday occurs while the employee is on PPL, the absence will be charged to holiday pay.

I. Request for PPL

1. PPL runs concurrently with FMLA; however, if an employee has exhausted all available FMLA because of a reason that is not the birth, adoption, or placement of a child, the employee is still eligible for up to four weeks of PPL. The employee must submit their FMLA request to the Human Resources Department within 30 days before the proposed date of the leave (or if the need for leave was not foreseeable, as soon as possible after the need for leave is identified). The employee must complete the necessary forms and provide all documentation as required by the Human Resources Department to substantiate the request.
2. The decision regarding the request for leave will be provided in writing by Human Resources Department within 15 days of the request. Any delay in making the decision or informing the employee of the decision will not extend the total PPL entitlement period.
- 2.3. At the conclusion of the approved parental leave period, employees are expected to return to their previous position or an equivalent role with the same pay, benefits, and terms of employment. If an employee does not return to work or voluntarily separates from employment within 90 days of their return, they will be required to reimburse the City for paid parental leave benefit received.
- 3.4. As is the case with all policies, the City of Alvin has the exclusive right to interpret this policy.

RULE 44. VOTING

- A. The City of Alvin values and encourages the civic engagement of its employees. All full-time employees are eligible for paid time to vote.
- B. This paid time shall not exceed two (2) hours per pay period to vote in any local, state, or federal election.

- C. This time is intended to be utilized when the polls are open, and employees are scheduled to work. This allows employees to cast their vote without affecting their pay or accrued leave benefits.
- D. Employees must notify their supervisor with as much advance notice as reasonably possible. Efforts should be made to schedule the leave at a time that minimally disrupts the normal departmental workflow.

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PERSONNEL POLICY MANUAL

SECTION VI. INSURANCE AND RETIREMENT BENEFITS

RULE 45. INSURANCE BENEFITS

- A. The City Council hereby confirms its authorization for certain insurance benefits for its employees, under the terms and conditions specified herein and in accordance with applicable state and federal law. The City reserves the authority to modify the scope and breadth of benefits from time to time taking into account considering the fiscal needs of the City as well as the needs of its employees.
- B. All full-time employees are eligible to sign up for insurance benefits upon hire. Generally, the City offers medical, dental, vision, life, and long-term disability insurance.
 - 1. Part-time, seasonal, or temporary employees are not eligible for insurance benefits.
 - 2. All new hires must complete their enrollment within 30 days of their date of hire.
- C. Optional and supplemental insurance information will be provided to all employees by the Human Resources Department upon hire and annually during open enrollment.

RULE 46. WORKERS' COMPENSATION

- A. The City carries a workers' compensation insurance policy. In cases of job-related injuries, provisions and benefits available under workers' compensation are activated.
- B. All employees, regardless of status, are covered by our workers' compensation policy. This coverage extends to injuries or illnesses that occur in the course and scope of employment.

- C. Employees are required to promptly report any work-related injuries or illnesses to their supervisor or manager. Failure to report incidents in a timely manner may impact the employee's eligibility for workers' compensation benefits.
- D. Employees who are unable to work due to a work-related injury or illness may be eligible for workers' compensation benefits. The benefit will be calculated by the City's workers' compensation insurance provider.
- E. Employees are expected to cooperate fully with the workers' compensation process. This includes providing accurate and timely information, attending medical appointments, and participating in fitness-for-duty testing, if necessary.

RULE 47. RETIREMENT

- A. The City participates in the Texas Municipal Retirement System, which provides retirement benefits to eligible employees.
- B. A deduction from the employees' salary is supplemented by the City's two-to-one (2-1) matching contribution of seven percent (7%) of gross income. Participation by every full-time regular employee is a condition of employment.
- C. The City participates in the Federal Social Security and Medicare Programs which provide benefits upon retirement. A deduction from the employee's salary is matched by the City for this benefit. Participation by every employee is a condition of employment.
- D. Supplemental retirement accounts are offered to employees. The Human Resources Department can provide more information on opening a 457 Deferred Compensation Account or Roth IRA account.
- E. Retirement Awards. Employees with the following length of service with the City of Alvin and who retire will be awarded a gift equal in value to:

25 years or more	\$ 500.00
21 to 24 years	\$ 400.00
15 to 20 years	\$ 300.00
10 to 14 years	\$ 200.00

The responsible Department Director will notify the City Manager within thirty (30) days of the anticipated retirement. Said Department Director will be responsible for purchasing an appropriate gift.

RULE 48. GROUP HEALTH CONTINUATION COVERAGE

- A. COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group

coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation coverage, plus any applicable administrative fees.

- B. Under COBRA, employees may elect COBRA continuation coverage for up to eighteen (18) months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to thirty-six (36) months following a qualifying event. Employees must notify the Human Resources Director within thirty (30) days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.
- C. Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. These notices will be sent to the employees by our health insurance provider.
- D. The City will also abide by and implement all continuation coverage that may be mandated by state or federal law at any given time.

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PERSONNEL POLICY MANUAL

SECTION VII. CITY EQUIPMENT GENERALLY

RULE 49. CITY PROPERTY & EQUIPMENT USE GENERALLY

- A. The City attempts to provide employees with adequate tools, equipment and facilities for the City job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of equipment. Any City-provided safety equipment must be used at all times.
- B. From time to time, the City may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, mobile telephones, computers, and electronic devices. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties.
- C. At the time of issuance of City property and equipment, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. When an employee terminates, uniforms and any other City equipment which the employee possesses must be returned in good condition before their final pay will be authorized. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final paycheck.
- D. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.
- E. Employees must notify their supervisor immediately if any equipment, machine, tool, etc., appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment will likely result in disciplinary action, up to and including termination of employment.

- F. Personal Use Prohibited. City property, materials, supplies, tools, or equipment may not be removed from the premises or used for personal business without prior written approval by the City Manager or the Department Director.
- G. The City may, at any time, check the driving record of a City employee who operates City equipment as part of his/her job duties to determine whether he/she maintains the necessary qualifications as a City driver. Employees agree that they will cooperate in giving the City whatever authorization is required for this purpose.
- H. The above is not a complete and exhaustive list of equipment use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, or unsafe use or operation of City equipment, may result in disciplinary action, up to and including termination of employment.
- I. Personal Property. All employees shall be responsible for their personal property at all times.

RULE 50. IDENTIFICATION BADGES

- A. City of Alvin employees are required to wear their City-issued identification badges and prominently display them while present in any City Facility. This policy applies to all employees, including full-time, part-time, temporary, seasonal, and contract personnel.
 - 1. At the discretion of the Department Director, uniformed or undercover employees may be exempt from this policy.
- B. Employees must wear their identification badges in a way that is clearly visible and easily identifiable. Badges should not be obscured by clothing or other items.
- C. City-issued identification badges shall prominently display the employee's name, position or title, and photograph for easy identification. Any badge that is damaged, lost, or stolen must be reported to the Human Resources Department immediately for replacement. A badge replacement fee of \$2 will be deducted from the employee's pay if misplacement becomes frequent.
- D. City Security personnel, City Management, Department Directors, and designated supervisors have the authority to enforce this policy and may conduct random checks to ensure compliance. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

RULE 51. ELECTRONIC COMMUNICATIONS AND SYSTEMS ACCESS USE

- A. Unacceptable Uses of Electronic Communications Systems include:
 - 1. using profanity, obscenity, or other language which may be offensive or harassing to other coworkers or third parties;

2. accessing, displaying, downloading, or distributing sexually explicit material;
3. accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content;
4. copying or downloading commercial software in violation of copyright law;
5. using the systems for financial gain or for any commercial activity unrelated to City business;
6. using the systems in such a manner as to create a security breach of the City network;
7. looking at or applying for work or business opportunities other than for internal City postings;
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; and
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.

RULE 52. COMPUTER USE POLICY

- A. The City's intentions for this Computer Use Policy is not to impose restrictions that are contrary to the established culture of openness, trust and integrity. The City is committed to protecting employees and the City from illegal or damaging actions by individuals, either knowingly or unknowingly.
- B. Resources provided to employees are to be used as tools to aid the employee in accomplishing his/her job duties. Related resources include but are not limited to any city owned or leased computers, cell phones, data shares, electronic mail, network accounts, office equipment, software, and web browsing. These resources should be used for

business purposes in serving the interest of the City and the citizens of Alvin in the course of normal operations.

- C. Effective security is a team effort that requires the participation and support of every employee who deals with information or information systems. It is the responsibility of every computer user to know these guidelines and to conduct their activities accordingly. Inappropriate use exposes the City to risks including virus attacks, compromise of network systems and services, including legal issues.
- D. This policy applies to employees, consultants, contractors, temporaries, and other contractors or vendors working at the City, including all personnel affiliated with third parties. This policy also applies to equipment owned or leased by the City and related application software. This policy is not intended to apply to employees' off-duty use or elected officials' use of private equipment or software having no connection to the business of the City.
- E. Various Departments may have additional and/or more restrictive policy requirements than those contained in this policy. These requirements will be provided by the Department Director for each particular department.
- F. General Use and Ownership.
 - 1. While the City's network administration desires to provide a reasonable level of security, users should be aware that the data they create on City systems remains the property of the City. Because of our need to protect the City's network, management cannot guarantee the confidentiality of information stored on any network device belonging to the City.
 - 2. Employees are responsible for exercising good judgment regarding the reasonableness of personal use of city computers. Department supervisors shall be responsible for ensuring that his/her employees comply with this policy.
 - 3. For security and network maintenance purposes, authorized security and network maintenance personnel within the City or contracted with the City may monitor equipment, systems and network traffic at any time. The City reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.
- G. Security and City of Alvin Information.
 - 1. All materials or information sent or received by email or over the internet shall be considered the property of the City. It is recommended that users incorporate encryptions or confidentiality disclaimers (approved by the Chief Information Technology Officer) for any data as needed. Examples of confidential information include, but are not limited to: Employee records, Legal documents, and financial

data/documents. Employees should take all necessary steps to prevent unauthorized access to this information.

2. All PC's, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at ten (10) minutes or less, or by logging-off (control-alt-delete) when the host will be unattended.
3. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed quarterly.
4. All hosts used by employees that are connected to the City's Internet/Intranet/Extranet, whether owned by the employee or the City, shall be continually executing approved virus-scanning software with a current virus database unless overridden by departmental or group policy.
5. Employees must use extreme caution when opening e-mail or attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

H. Unacceptable Uses. The lists below are by no means exhaustive, but rather constitute an attempt to provide a framework for activities which fall into the category of unacceptable use.

1. System and Network Activities. The following activities are strictly prohibited, with no exceptions:
 - a. engaging in an activity that is illegal under local, state, federal or international law while utilizing City owned resources;
 - b. unauthorized access, use or removal of City hardware, software, and data is strictly prohibited;
 - c. revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home. Only the use of your assigned domain logon is permissible;
 - d. using any program/script/command to illicitly capture data, interfere with another user session or attempt to gain more access to the City computer systems than otherwise allowed by a user's job duties;
 - e. using any means to bypass, disable or circumvent any City Internet filters or blocks. This includes the use of "proxy servers" to mask the true address of destination web sites to allow access to blocked sites;

- f. storing personal files such as pictures, music and video files on City servers, unless specifically necessary for a legitimate job function. IT staff will notify a user about such files if they are located. If they are not removed in a reasonable amount of time, the files will be deleted;
 - g. using City computer systems to purposefully access any Internet website that is of a racially offensive, obscene or sexually oriented nature; and
 - h. using City computer systems to perform real time live streaming, (such as video, radio, or TV broadcasts), except in those instances used specifically for City related business, such as webinar training.
- 2. Website, Email and Communication Activities. The following activities are strictly prohibited, with no exceptions:
 - a. sending unsolicited e-mail messages, including the sending of “Junk mail” or other material to individuals who did not request such material (e-mail spam);
 - b. creating or forwarding “chain letters,” “Ponzi” or other “pyramid” schemes of any type;
 - c. any form of harassment via email, telephone, or paging whether through language, frequency, or size of messages; and
 - d. submitting, forwarding or displaying any defamatory, purposefully inaccurate, racially offensive, abusive, obscene, profane, sexually oriented, or threatening materials or messages.
- 3. Blogging Social Networking. Social Networking and Blogging is prohibited unless a Social Media Request form is complete and submitted to the IT Department for review. If approval is granted by the IT Department, the City Manager may approve, or disapprove, the request at his/her discretion.
- I. Employees should be aware that the City does not recognize any right of privacy in connection with the personal use or personal content maintained or otherwise found on City computer equipment.
- J. Disciplinary Action. Any employee found to have violated this policy, or other state and federal laws, may be subject to disciplinary action, up to and including termination of employment.

RULE 53. CYBERSECURITY TRAINING

Employees must complete cybersecurity training as recommended by IT Management and/or as mandated by local, state, or federal laws.

RULE 54. SOCIAL NETWORKING POLICY

- A. The City, in an ongoing effort to maintain effective communication to and with residents and other audiences, uses Social Networking Outlets to deliver messages to users and to encourage resident involvement, interaction and feedback. This policy sets guidelines for the use of Social Networking Outlets in an effort to ensure timely, accurate and appropriate use of those outlets to deliver clear, concise and consistent messages on behalf of the City.
- B. The City realizes that a large number of employees, as well as the general public, use Social Networking Outlets to communicate with others and to keep abreast of current events. This policy is not meant to hinder that flow of information but is meant to provide guidelines for information posted to City-Administered sites and appropriate on-line behavior of City employees.
- C. This policy applies to employees, consultants, contractors, temporary employees, and other workers at the City, including all personnel affiliated with third parties.
- D. This policy applies to Networking Sites, Bulletin Sites, Multimedia Sites, and any Blogs or Message Boards. Any Social Networking Outlets implemented by the City shall be operated in compliance with this policy. The lack of explicit reference to a specific site does not limit the extent of the application of this policy.
- E. Various City departments may have additional and/or more restrictive requirements than those contained in this policy.
- F. General Rules of Use.
 - 1. City presence on Social Networking Outlets will be administered by the City's Public Information Officer.
 - 2. If a specific City Department or Division wishes to create a presence on a Social Networking Outlet, such a request must originate from the Departmental Director and be approved by the City Manager prior to implementation. Sites in violation of this policy may be removed at any time.
 - 3. Information posted by staff on official City pages must be factual and must not impair public confidence in the operation of City Government or the performance of individual employees or departments.

4. As public forums, City-administered pages will accept connection requests from the public. City-administered pages will not submit Connection requests to individual users with the following exceptions:
 - a. elected or appointed officials of the City or other governing body;
 - b. City Employees;
 - c. other government-run user profiles (e.g., cities, counties, state, etc.);
 - d. partner agencies approved by Public Information Officer; or
 - e. news media outlets and representatives.
5. Bulletins and Comments containing any of the following shall not be posted and shall be removed by the City if found to be posted:
 - a. profane language or content;
 - b. content that promotes, fosters or perpetuates discrimination on the basis of race, creed, skin color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - c. sexual content or links to sexual content;
 - d. threats of violence;
 - e. solicitations of commerce;
 - f. conduct or encouragement of illegal activity;
 - g. information that may tend to compromise the safety or security of the public or public systems; or
 - h. content that violates proprietary information of any other party.
6. Where feasible, City-administered sites that permit user Comments will prominently display the following disclaimer:

The purpose of this site is to present matters of public interest in Alvin, Texas, including its many residents, businesses and visitors.

We encourage you to submit questions, comments and concerns, but please note that the City of Alvin reserves the right to delete or block submissions that contain vulgar language, personal attacks of any kind, encouragement of

violence or other criminal activity, material of sexual nature, solicitation of commerce, infringement on copyrights or trademarks or offensive comments that target or disparage any ethic, racial or religious group.

Please note that user comments expressed on this site do not necessarily reflect the opinions or positions of Alvin city government, its officers or employees. Further, the City of Alvin is not responsible for the content posted by individual users on their own sites and pages. If you have any questions concerning the operation of this site, please contact Public Information Officer.

7. Hyperlinks and connections to City-administered sites may be placed on the homepage of the City's official website (www.alvin-tx.gov). Social site addresses may be used in appropriate marketing materials, but only in conjunction with and subordinate to the City's official web address.

G. Site Administration.

1. The City retains intellectual rights to all content placed in City-administered sites by employees.
2. The Public Information Officer will maintain a current list of all City-administered sites, access information for each site and employees who have been provided with access information. If an employee with access to any City-administered site leaves the organization for any reason the Public Information Officer will change the access information and distribute the changes to appropriate personnel.

H. Third-Party Sites.

1. Only the City Manager's Office or Department Directors are authorized to respond to information about the City that is posted on sites not maintained by the City. The Public Information Officer should be notified of any proposed response prior to the posting to ensure an appropriate and consistent message.
2. Employees who become aware of incorrect, inflammatory or potentially damaging information that has been posted on publicly accessible third-party sites should notify their Departmental Director and/or Public Information Officer.
3. When responding to information posted on a publicly accessible site, the City representative must clearly identify themselves as such. The response cannot impair the public's confidence in the operation of the City government or the performance of individual employees.

I. Employee Sites.

1. The City recognizes that many City employees use Social Networking Outlets for their own purposes. This policy does not extend to individual employee sites, except that employees may be subject to disciplinary action for Internet postings that could impair the public's confidence in the operation of the City government or the performance of individual employees.
2. Any employee that identifies themselves on Social Networking Outlets as City employees or displays readily identifiable information that identifies them as a City employee (e.g., workplace photos or clothing) may be subject to disciplinary action for posting items that tend to bring the City or their individual Department into disrepute.
3. Employee sites may not be designed in such a way as to cause users to believe the site is City-administered or endorsed by the City, including unauthorized use of City logos and trademarks. Connections with City-administered sites are permitted.

J. Advertising and Sponsorships. The City will not solicit or accept paid advertising in association with its presence on Social Networking Outlets.

RULE 54(a). SOCIAL NETWORKING POLICY – TIKTOK PLATFORM

- A. This policy provides guidelines for City of Alvin employees on the use of the TikTok platform in alignment with cybersecurity best practices and compliance with applicable state or federal regulations, as mandated by Rule 620 of the Texas Government Code.
- B. The City of Alvin prohibits the use, download, or access of TikTok, or any successor applications or services developed or provided by ByteDance, Limited, or any other entities owned by ByteDance Limited, as well as any other covered applications or prohibited technologies as designated by state mandates. This measure aims to protect City data and information from potential cybersecurity risks associated with these applications, in alignment with directives from the Texas Department of Information Resources (DIR) and the Governor's office.
- C. This policy applies to all employees, elected officials, consultants, contractors, interns, and other workers at the City of Alvin, including personnel affiliated with third parties.
- D. Requirements
 1. Prohibited Actions
 - a. Employees may not download, access, or use TikTok or any covered application as per the Governor's directive or as identified by the Texas

Department of Information Resources (DIR) on any device or network owned, leased, or provided by the City of Alvin.

- b. The City will actively manage and monitor all City-owned devices to ensure the prohibition of unauthorized applications, maintain the ability to remotely uninstall non-compliant software, and secure City data.
- c. The use of TikTok is prohibited on the City's secure internal network, including all internal Wi-Fi channels and local internet connections.

2. Exceptions

- a. Limited exceptions may be granted by the City Manager for departments or personnel who require access for specific job duties. Exceptions will only apply to law enforcement activities or the implementation of cybersecurity measures, as allowed under Chapter 620 of the Texas Government Code.

E. Any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

F. The City of Alvin will track and manage all government-owned or leased devices, including mobile phones, tablets, laptops, and desktops, to:

- 1. Prevent the installation of prohibited applications; and
- 2. Ensure secure device management capabilities, including remote uninstall and wipe functions for compromised or non-compliant devices.

Compliance with this Policy will be verified through IT system reports and feedback to City leadership.

G. The Texas Department of Information Resources (DIR) and Texas Department of Public Safety (DPS) will continually assess additional applications to protect against evolving threats that may pose a risk to sensitive City information. DIR will submit an annual risk list to the Governor, and the City of Alvin will review and take necessary steps to safeguard the City's information technology infrastructure.

H. This policy will be reviewed and updated as necessary to reflect changes in state law, additions to the DIR-prohibited technology list, or to align with evolving security needs of the City of Alvin.

RULE 55. CELL PHONE POLICY

A. The purpose of this policy is to provide guidelines and criteria regarding the approval and use of a monthly cell phone stipend, or use of a City-issued cell phone.

- B. Employees whose job duties include the frequent need for use of a cell phone may receive extra compensation in the form of a cell phone stipend to cover business related costs on their personal cell phone or use a City-issued cell phone. Department Directors shall identify which employees within their department qualify for a stipend or the use of a City-issued cell phone.
- C. The requesting department will bear all costs associated with a monthly stipend or the purchase of a City-issued cell phone and any associated accessories and maintenance. The requesting department is responsible for documenting the issuance of a cell phone and associated accessories to each employee, and for ensuring that all items are returned once the employee is deemed to no longer be eligible for a City-issued cell phone, such as when changing job duties, or positions, exiting the department (or the City), and when such telephone services are terminated for any reason. If an employee is deemed to no longer be eligible for a monthly stipend, the approving department is responsible for ensuring that the stipend is terminated. All actual purchases of City phones, data devices, and/or accessories will be processed by Information Technology (IT).
- D. The monthly cell phone stipend is designed to offset the cost to the employees for using their personal devices for city business. Cell phone stipends are best used for employees who already have a personal cell phone, are willing to use it for city business, and wish not to carry both a personal and work phone.
 - 1. The approved cell phone stipend payments will be paid twice monthly as part of the employee's paycheck and will be subject to all applicable payroll taxes. Stipends are effective within the pay period that the cell phone stipend is scheduled. No retroactive stipends will be permitted.
 - 2. The cell phone stipend does not constitute an increase to base pay, and will not be included in the calculation of percentage increases to base pay due to salary increases, promotions, etc.
- E. Monthly stipend amounts may vary from year to year according to the appropriation of funds in the annual budget and approval of the City Manager. These rates are based on what the City would pay if the phones were issued through the City's provider. They are not intended to pay the full cost of the employee's phone.
- F. Employees who receive a stipend to supplement the cost of their cell phone plan recognize that any business-related calls or data on their personal cell phone is subject to the Texas Public Information Act under Chapter 552 of the Texas Government Code.
 - 1. The employee receiving a stipend must retain an active cell phone contract as long as a cell phone stipend is in place. The employee must provide their Department Director and Human Resources Department with their current cell phone number and immediately notify both parties if the number changes.

2. Employees receiving a cell phone stipend will be expected to carry said cell phone to respond to necessary communications regarding City business via voice, text or email. Essential employees may be directed to carry their cell phone to respond to business communications, while off duty. Employees who receive a cell phone stipend shall receive City email through said cell phone. Access to City email can be installed on the employee's cell phone by the IT Department, with their supervisors' approval.
 3. Any additional cell phone features are at the expense of the employee and any upgrades or damage to the employee's phone are not reimbursable through the City. However, there may be extenuating circumstances as deemed appropriate by the Department Director.
 4. If an employee changes position or department, they will be required to have authorization from their new Department Director to continue with the cell phone stipend, if applicable.
 5. Employee's cell phone service contracts are between the carrier vendor and the employee. The employee will be solely responsible for all payments to the service provider. Only one (1) cell phone stipend will be provided per employee. The stipend will be terminated upon the employee's separation and will coincide with the effective date of the separation. The employee's supervisor shall provide the Human Resources Department with the date of separation.
 6. If, prior to the end of the cell phone contract, the cell phone stipend is discontinued, either through a personal decision by the employee, or employee misconduct or misuses of the phone; or the need to end or change the cell phone contract, the employee will bear the cost of any fees associated with that change or cancellation. For example, if an employee resigns, and no longer wants to retain the current cell phone contract for personal purposes, any cancellation charges will be the employee's responsibilities.
- G. Those employees using a City-issued cell phone are responsible for safeguarding the phone to prevent unauthorized access and for its physical safekeeping. It is expected that employees may make personal calls on a City-issued cell phone and will be allowed, as long as it does not add any additional cost to the cell phone bill.
1. City-issued cell phones may be monitored, inspected, or retrieved by appropriate City staff at any time and the employee shall have no expectation of privacy on their City-issued cell phone. Information generated on the city issued cell phone regarding any City business is subject to the Texas Public Information Act under Chapter 552 of the Texas Government Code.
 2. Employees who damage, misplace, or lose a City-issued cell phone, may be responsible for paying for the replacement or repairs of the phone.

- H. City owned cell phones assigned to individual departments may be used by multiple employees on an as-needed basis during the workday, or by an employee being designated as the on-call department representative. These phones are intended to be used solely for business use. Such phones will not be assigned to an individual and shall not be taken home by employees, except when an employee is assigned by the department to be “on-call” after normal work hours.
- I. 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. The use of cell phones 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 ability to do their jobs. Employees who use cell phones to violate City policy, including the City’s Sexual and Other Unlawful Harassment Policy, will be subject to disciplinary action, up to and including discharge.

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PERSONNEL POLICY MANUAL

SECTION VIII. VEHICLE POLICIES

RULE 56. VEHICLE UTILIZATION POLICY

- A. City Vehicles shall be used only for City business except as otherwise provided in the rules adopted by this policy and the Public Safety Department Policy. Driver responsibility plays a pivotal role in reducing vehicle accidents among all City employees, achieved through meticulous driver record screening, practical training, and educational initiatives.
- B. This policy applies to all full-time, part-time, and seasonal employees.
- C. Police, Fire and EMS are subject to the City's Vehicle Policy in addition to the Texas Public Safety Department Policy, which may incorporate some or all of the provisions of this policy. Where different, the Texas Public Safety Department Policy shall control.
- D. Use of a City vehicle by an employee is neither a right nor a privilege; rather it is a trust conferred to facilitate necessary performance of job duties. Use of a City vehicle should always lead to a positive perception by our citizens.
- E. Definitions. For the purposes of this policy, the following definitions shall apply:

Authorized Personnel shall mean those persons authorized to use a City vehicle in accordance with these procedures.

City Business shall mean any authorized work or activity performed by a City employee or other person on behalf of the City.

City Vehicle shall mean any motor vehicle or motor-driven equipment owned, leased or insured by the City.

De Minimis Use shall mean use of the vehicle for a reasonable and infrequent basis (small detour such as driving to lunch while on business).

On-Call Employees shall mean those employees subject to being summoned to perform City work or duties beyond their normal work hours.

Personal Use shall mean any use of the vehicle other than specific city business (includes commute from residence to the work site for on-call weekend use).

F. Driver's Licenses and Driving Records.

1. The City requires that all employees driving or operating a City vehicle or equipment have the appropriate operator's or commercial driver's license as required by the State of Texas. Employees who use their personal vehicle while conducting City business shall maintain current liability insurance and driver's license in accordance with Texas law. Failure to maintain current liability insurance and driver's license may result in disciplinary action up to and including termination.
2. Before the operation of any City vehicle, Human Resources will conduct a driver's license check on all newly hired employees whose essential job functions include the operation of City vehicles/equipment. The HR Department will also conduct a driver's license check on all newly hired employees who will receive a car allowance, or any employee that will conduct City business in their personal vehicle prior to the use of his/her personal vehicle to conduct City business. All employees shall maintain a current Texas Driver's License and be insurable through the City's insurance carrier, Texas Municipal League Intergovernmental Risk Pool.
3. An application does not meet criteria and will not be considered for positions requiring driving if the record reveals any of the following:
 - a. Three (3) or more moving violations, at-fault accidents (the accident and any subsequent tickets related to the accident will be considered one event) or any combination in the previous twenty-four (24) months; or
 - b. Four (4) or more moving violations, at-fault accidents (including the subsequent tickets related to the accident), or any combination in the previous thirty-six (36) months; or
 - c. One (1) Driving While Intoxicated (DWI) or One (1) Driving Under the Influence (DUI) conviction in the previous thirty-six (36) months, including probated sentences; or
 - d. Suspended, expired, or non-Texas license. New hires with an out-of-state license will have thirty (30) days to obtain a Texas license.

4. The Human Resources Department will conduct annual verification checks of all relevant employees' Commercial Driver's Licenses (CDL) through the Federal Motor Carrier Safety Administration (FMCSA) database to ensure compliance with regulatory requirements. This will apply to all current and future employees who possess a valid Commercial Driver's License.
5. Employees shall self-disclose, without the necessity of an inquiry, any loss or limitation in driver's license status and any and all arrests, charges, or convictions for DWI, DUI, Involuntary (vehicular) Manslaughter, or Reckless Driving, whether or not such incidents arose out of work-related driving. Employees shall make such self-disclosure to his/her Director and the Human Resources Director at the earliest opportunity and shall not operate any City vehicle/equipment or their personal vehicle to conduct City business until cleared to do so by the Human Resources Director. Employees who fail to make such required self-disclosure at the earliest opportunity shall be subject to disciplinary action up to and including termination.
6. In recognition of the fact that each disciplinary instance may differ, the City retains the right to treat each disciplinary occurrence on an individual basis without creating a precedent for other cases that may arise in the future. The following criteria may be considered, as appropriate, in determining action to be taken:
 - a. Severity and type of violation(s);
 - b. Impact of the violation(s) on other employees and/or customers of the City;
 - c. Employee's length of service and previous work record;
 - d. Period of time since previous coaching or discipline; and
 - e. Disciplinary actions taken by the City with other employees for similar violations(s).
7. The requirements for self-disclosure in Sections 6 above do not in any way affect the requirements of holders of a Commercial Driver's license from notifying the City within thirty (30) days of any conviction, in any jurisdiction, for a traffic violation (except parking) regardless of the type of vehicle being operated or the suspension, revocation or cancellation of license.

G. Driver Safety and Training.

1. Department Directors shall confirm that an employee or applicant has demonstrated the ability to operate vehicles and special equipment in a safe and competent manner by requiring the employee to operate the equipment to the satisfaction of his/her supervisor. Training will be conducted for those individuals who cannot

satisfactorily operate such equipment. Under no circumstances shall an unsupervised employee be allowed to operate a vehicle or piece of equipment for which he or she is untrained or unqualified.

2. All City drivers shall wear safety belts when any vehicle is in motion and require all occupants (including back seat passengers) of the vehicle to do likewise. This Section applies to motor vehicles, other than motorcycles, as those terms are defined by Texas Transportation Code.

H. Rules and Regulations for Use of City Vehicles.

1. No employee shall use a City vehicle for commuting to or from his/her residence during off-duty work hours unless authorized to do so in accordance with these procedures and regulations.
2. Every employee who is responsible for a City vehicle shall properly secure, lock and remove the ignition keys from the vehicle at any time during which the vehicle is parked and unattended.
3. No employee shall use a City vehicle to transport any person, except for the purpose of performing City business.
4. Every employee driving a City vehicle shall use best efforts to park the vehicle off-street, except when otherwise necessary to perform City business.
5. Every employee who drives or is otherwise responsible for a City vehicle shall use all reasonable care in the operation and use of the vehicle and shall promptly report to the appropriate person or department any needed service, repairs, or maintenance.
6. Each employee operating a City vehicle shall comply with all applicable traffic laws. An employee will be personally responsible for any fines incurred as a result of driving or parking violations while driving a City vehicle or their personal vehicle while on City business.
7. The possession, transportation or consumption of any alcoholic beverage or any controlled substance within or upon any City vehicle is expressly prohibited except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
8. Employees are not authorized to conduct personal business in City vehicles during work hours except as specifically authorized by this policy. "Personal business" includes running personal errands and shopping.
9. During scheduled work shifts, an employee operating a City vehicle is authorized to stop for limited time periods for meals, refreshments, restroom breaks, and other

de minimis stops. Discretion shall be used by the employee when other City vehicles are already present at the establishment.

10. Employees operating City vehicles are not authorized to transport family members or friends for non-City business. Supervisors may grant specific and limited exceptions to this rule when the employee demonstrates good cause and an urgent need. Supervisors may only grant such exceptions on a case-by-case basis and may not grant blanket exceptions on a continuing basis.
11. Supervisors may authorize employees to operate City vehicles to transport sick or injured individuals to medical care facilities in specific emergency situations. Each supervisor is strongly encouraged, if time permits, to discuss any such authorizations with his/her Director or the City Manager.
12. A City employee driving a City vehicle or personal vehicle for City business is expected to drive with safety as their first consideration. This includes driving safely while operating voice cellular telephones and electronic devices.
13. The use of cellular devices for texting or any electronic device while driving a City vehicle or personal vehicle during City business is strictly forbidden. The only exception is the authorized use of electronic devices, such as laptops or radios, for official City business purposes.
14. Employees authorized to operate City vehicles and equipment should be aware that the operation and appearance of such vehicles and equipment reflects on the professionalism of the driver, the department, and the City. As such, employees must be constantly aware of their actions and ensure that their behavior, appearance and operation exhibit the highest in professionalism and courtesy.
15. City vehicles and equipment are not considered private property and may be searched at any time for any reason.
16. Smoking and the use of smokeless tobacco products are prohibited in City vehicles and equipment except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
17. No City employee may carry firearms or other weapons that are not required for his/her position with the City in any City vehicle or equipment while conducting City business.
18. The City does not provide insurance coverage for any loss of personal articles that may be stolen from a City vehicle and will not be responsible in any way for such loss.
19. An employee who operates a City vehicle is required to pay for any moving violations, parking citations and/or toll charges for which they are responsible.

20. Employees authorized to take a city vehicle home must drive the vehicle to and from work by the most direct route, without any deviation. The location of home storage may not be further than ten (10) miles from the City limits, unless approved in writing by the City Manager.
21. During declared City emergencies, Department Directors shall have the authority to assign vehicles as necessary during duration of an emergency.

I. Take-Home Vehicles.

1. Certain employees may be identified by the Department Director or City Manager as requiring a take-home vehicle. Regular assignment of a City vehicle to be taken home by an employee will be reviewed by the Finance Director and authorized by the City Manager.
2. A Take-Home Vehicle Request/Justification Form must be submitted by the requesting employee's supervisor to the Department Director prior to the employee being allowed to take a City vehicle home. The Department Director must then submit that request to the Finance Director who will forward it to the City Manager for approval. A separate request form is required for each position that a vehicle is to be used for callback or standby purposes or as approved by the City Manager for temporary situations. Positions that utilize a take-home vehicle will be reviewed on an annual basis and will require approval each year.
3. Employees given the use of take-home City vehicles must execute a written acknowledgement regarding receipt of said vehicle with the Finance Department. Departments must annually forward a list of employees with take-home City vehicles to the Finance Department. The Finance Department will keep a central list of employees with take-home City vehicles. It is each department's responsibility to update the Finance Department with all current information.
4. Aside from providing services and conducting business related to the City, take-home vehicles may be used for commuting and de minimis personal errands during workdays pursuant to the Internal Revenue Service (IRS) regulations. Employees using take-home vehicles must comply with all other Rules and Regulations for the Use of City Vehicles provided in Rule H above.
5. The City is required to comply with the IRS's regulations regarding the reporting of income. Since the only authorized non-business use is commuting and de minimis personal errands, the City will use the Commuting Valuation method to report income. This method will use Three Dollars (\$3) per day for each day of commuting (including any on-call weekend use) as the amount of taxable income reported to the IRS. This amount may be amended by the IRS at any time.

6. Marked and unmarked Law Enforcement vehicles, Emergency Medical Service vehicles and Fire Emergency Response vehicles are excluded from this IRS requirement.
7. Employees authorized to use take-home City vehicles who submit leave notices for five (5) or more consecutive workdays must make arrangements with their supervisors to leave the vehicle and keys for use of the vehicle by other City personnel during such period.
8. The approval for a take-home vehicle shall be made for the purpose of assuring the performance of City business, and such authorization or use shall not constitute or be considered a vested employment benefit or right of the employee. Such authorization or use may be denied, revoked, or suspended at any time for any reason or for no reason.

J. Use of Personal Vehicles.

1. City employees shall carry liability insurance on any personal vehicle used to transact City business. Each employee shall contact his/her insurance carrier to determine the necessity for a "Business Use" rider to their personal policy. The City will not assume responsibility for any deductible amounts necessitated by claims, and the employee shall bear the responsibility of pursuing claims against either his/her carrier or the other driver in the event of a collision or other loss.
2. Employees approved by the City Manager will receive a monthly allowance for using their personal vehicles for City business.
3. The City pays for maintenance and insurance costs through mileage payments. Consequently, the City will not pay employees for vehicle repair costs. If an employee's vehicle fails to operate while he or she is out of town on City business, the City will pay reasonable towing costs to the nearest garage. The City will not pay towing costs within the City.
4. Persons who donate their time and services to the City are not covered by the Worker's Compensation Act or by the City insurance coverage, and the City assumes no liability for the use of their personal vehicle during any volunteer activity.

K. Vehicle or Equipment Accident Procedures.

1. An employee that has an accident while operating a City vehicle shall immediately notify the Alvin Police Department and their Supervisor, if possible.
2. The Supervisor, or designee, shall in turn report immediately to the Fleet Superintendent, Legal Department, and Human Resources Director. In addition,

the employee must complete an Incident Accident Report and provide it to their immediate supervisor, the Legal Department, and Human Resources Director.

RULE 57. VEHICLE POLICY – PUBLIC SAFETY DEPARTMENTS

- A. This policy provides City guidelines to govern the assignment, use, care, control and privileges concerning City vehicles for any employee or volunteer within the Police, Fire and E.M.S. Departments. This policy is in addition to the Vehicle Utilization Policy. This Policy shall control where differences occur from the Vehicle Utilization Policy.
- B. The intent of this Policy is to set forth additional guidelines and regulations concerning the use of City vehicles by establishing who may make use of such vehicles, who shall be assigned departmental vehicles long-term, and what specific privileges are associated with such assignments. Due to the nature of the emergency response from each department, vehicle assignments may vary. Under all circumstances the employee/volunteer shall notify their respective supervisor of where the vehicle will be stored, i.e., their residence.
- C. Definitions.
 - 1. City Vehicle – means any motor vehicle which is owned, whole or in part, by the City of Alvin or insured by the City. This includes lease/loaner vehicles wherein the City is the lessee, or the vehicle is operated by an employee/volunteer.
 - 2. Conditional Privilege – shall be known as the limits and restrictions placed upon employees/volunteers who are assigned a City vehicle for take-home use, based upon their Call-Out Status.
- D. Short Term Assignments. Employees/volunteers who are not assigned a take-home vehicle may have an occasional need to use a City vehicle, including but not limited to, in-service training schools or trips to other agencies and entities. These employees/volunteers should seek availability and consent for use of a departmental vehicle from the Department Director or his/her designee.
- E. Long Term Assignments. Assignments whereby an employee/volunteer possessing some form of defined “call out status” and a specific vehicle assignment are paired for predominantly exclusive use for a period of time greater than one year. These assignments shall be made by the Department Director or designee.
- F. Take Home Vehicles. The Department Director may recommend a take home vehicle for an employee if they meet the following criteria:
 - 1. The employee is the primary operator of the vehicle; and
 - 2. The employee resides in Alvin or no more than 20 miles from Alvin city limits; and

3. The employee is authorized to drive a City vehicle; and
4. The employee has not had the privilege revoked.

G. Rules Governing Use and Responsibility.

1. Any employee/volunteer who is assigned a City vehicle shall consider this assignment as a necessary tool to perform the functions and requirements of their position. Each employee/volunteer shall do that which is necessary to take reasonable and prudent care of the vehicle. Failure to do so may result in disciplinary action.
2. Employees/volunteers may have family members and community guests in their assigned vehicles. In every instance, emergency responses shall be avoided where possible.
 - a. Only in the most extreme cases of concern for public safety should a traffic stop be conducted by off-duty police personnel. No violator contact shall be made with family/guests in the vehicle. Off-duty traffic stops shall be logged with the on-duty dispatcher.
 - b. Police officers, who observe crimes in progress while off-duty in the City, shall remain prepared to act upon such circumstances. Official Department identification, radio and weapon should be accessible at all times.
3. Police employees may utilize assigned vehicles to engage in extra-duty employment while inside the city limits. No City vehicle may be used for conveyance to or from any extra-duty employment that occurs outside the Department's jurisdiction (City limits).
4. Police employees who are assigned unmarked vehicles are permitted to use their vehicles for personal use but are not permitted to use the vehicle for recreational purposes or personal purposes outside of the State.
5. Any employee/volunteer who is assigned a marked vehicle is not permitted to conduct personal business while operating their vehicle outside of their respective jurisdiction unless they are commuting to or from work. In the instance of Police, jurisdiction is the City limits of Alvin, and in the instance of Fire and EMS, it is their respective response areas.
6. No employee/volunteer shall operate a City vehicle while under the influence of alcohol or prescription medication which may physically or mentally impair their ability to operate a vehicle.

- a. Under no circumstances shall an employee/volunteer consume alcoholic beverages in a City vehicle. Possession or transportation of any alcoholic beverage within a city vehicle is expressly prohibited, except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
 - b. The possession, transportation, or consumption of any controlled substance within or upon any City vehicle is expressly prohibited, except for the performance of City business, i.e., EMS/Fire Department medical care or for evidentiary purposes, i.e., a narcotics investigation.
 - c. Smoking and the use of smokeless tobacco products are prohibited in City vehicles and equipment except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
- 7. City vehicles are to be used for conducting official City business. The City reserves the right to search those vehicles at any time, for any purpose. Employees have no expectation of privacy in city vehicles.
 - 8. If an accident occurs while taking a vehicle home, the employee and their supervisor shall report the accident to their Immediate Supervisor, Department Director, and Human Resources immediately. A drug and/or alcohol test will then be administered as described in the City's Drug Testing Policy.
 - 9. City employees may not use hand-held devices while operating a City Vehicle – whether the vehicle is in motion or stopped. This includes, but is not limited to, answering, or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages. All motor vehicles must be legally and safely parked to operate hand-held devices. Such restrictions for Police and Fire department personnel will be governed by Police and Fire Department policy.
 - 10. City employees may use accessories or vehicle-based equipment which allows for a hand-held device to be operated hands-free for voice calls only, so the driver may be able to maintain the use of both hands to control the vehicle. Vehicle operators are still required to use good judgment when using hands-free equipment so as not to be distracted from maintaining control of the vehicle.
 - 11. Department Directors shall be authorized to restrict the use of hands-free usage based on the operational needs of the Department or because of the vehicle size.

H. Conditional Privileges.

1. On-Call Status – allows for the employee to use the City vehicle on duty and off in an area that will allow for a thirty (30) minute response to the Police Department once notified. When notified, the designated “On-Call” employee for any given period shall be required, within a reasonable time, to respond to the Department or crime scene or emergency unless previous arrangements were made with an appropriate supervisor. Vehicles located at the employee/volunteer’s residence should be available to be retrieved as needed.
2. A “reasonable time” will be generally interpreted to mean 30-45 minutes unless otherwise approved by an appropriate supervisor.
3. Once notified, on-duty Fire and EMS personnel shall immediately respond to the destination required.

RULE 58. ACCIDENT REPORTING

- A. The City will require any employee involved in an accident while ‘on-duty’ or at work to be sent for a post-accident drug and alcohol test.
- B. Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, will likely be subject to immediate disciplinary action, up to and including termination of employment.

RULE 59. ACCIDENTS INVOLVING CITY EQUIPMENT OR VEHICLES

- A. Any employee involved in an accident while operating City equipment or a vehicle shall report the accident immediately to his/her supervisor, the Central Shop superintendent, and to the proper law enforcement agency. The employee must immediately complete an incident/accident report, no matter how minor the damage is to the vehicle, and submit it to his/her supervisor, who will then notify the Legal Department.
- B. Drivers must obey all traffic rules and regulations prescribed by law and use every reasonable safety measure to prevent accidents. No one under the age of eighteen (18) may operate a City vehicle. Employees must wear seat belts at all times.
- C. Any traffic fines imposed upon a City employee while operating a City vehicle will be the personal responsibility of the employee and not the City. Any employee involved in any type of accident involving City equipment will be disciplined if, upon investigation, it is determined that the employee was negligent or through carelessness or recklessness contributed to the cause of the accident.



PERSONNEL POLICY MANUAL

SECTION IX. PROHIBITED CONDUCT

RULE 60. SEXUAL AND OTHER UNLAWFUL HARASSMENT

- A. The City is an equal opportunity employer. Employment discrimination on the basis of race, color, religion, national origin, sex (including pregnancy, sexual orientation, and gender identity), age, disability, veteran status, or any other characteristic protected by law, is prohibited. All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. 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. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:
 - 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.
- C. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. 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, 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.

- D. **Other Prohibited Harassment.** In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, veteran status, citizenship, or any other characteristic protected by law is also prohibited. Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, and/or the Internet. Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, will not be tolerated. This policy applies to City employees, volunteers, citizens, vendors, and other visitors to the workplace.
- E. **Mandatory Reporting.** The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that he or she has been subjected to conduct prohibited by this policy must report it immediately to:
1. his or her Department Director;
 2. the Human Resources Director; or
 3. the City Manager.
- F. Any supervisor, manager, or Department Director who becomes aware of possible conduct prohibited by this policy must immediately advise his/her Department Director and/or the Human Resources Director. A Grievance Complaint form is available from the Human Resources Department.
- G. Under this policy, an employee may report to and/or contact the Human Resources Director directly, without regard to the employee's normal chain of command.
- H. In addition, the City encourages employees who believe they are being subjected to conduct prohibited by this policy and who feel comfortable doing so, to promptly advise the offender that his/her behavior is unwelcome and request that it be discontinued.
- I. **Investigation.** All reports of prohibited conduct will be investigated promptly by management in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have relevant knowledge. All employees are required to cooperate with the investigation.

- J. Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.
- K. Responsive Action. Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were fabricated or exaggerated.

RULE 61. POLITICAL ACTIVITY

- A. City employees will not be hired or retained on the basis of their political support or activities. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. Other than as provided by State law for the police, City employees may not:
 - 1. Publicly endorse or campaign in any manner for any person seeking a City public office.
 - 2. Use his/her position or office to coerce political support from employees or citizens.
 - 3. Use his/her official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
 - 4. Make, solicit or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the City Council or take any part in the management, affairs or political campaign of any such candidate; provided nothing herein shall infringe upon the constitutional rights of an employee to express his or her opinions and to cast his or her vote.
 - 5. Use working hours or City property to be in any way concerned with soliciting or receiving any subscription, contribution or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
 - 6. Contribute money, labor, time or other valuable thing to any person for City election purposes.
 - 7. Hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with City employment, e.g., City of Alvin City Council, Alvin ISD, or Brazoria County.

RULE 62. SOLICITATION AND ACCEPTANCE OF GIFT

- A. Solicitation of funds or anything of value for any purpose whatsoever shall be permitted of or by City employees on the job only with the express approval of the City Manager. No employee may be required to make any contribution, nor may an employee be penalized in any way concerning his or her employment according to his or her response to a solicitation.
- B. Except as provided by State law, no employee shall accept or solicit any money, property, service, or other thing of value from a person, business entity or other organization regulated by, contracting with, or having any other business relationship with the City department of which the employee is a member.
- C. If a person presents a gift to a City employee as a reward for service or as an act of expressing appreciation, then the employee shall report the gift in writing to his/her supervisor and the City Manager.
- D. Except as provided by State law, no employee shall accept property, service or other thing of value in excess of \$100.00 for the benefit of the City, or any employee, or department of the City.

RULE 63. WEAPONS BAN AND VIOLENCE PREVENTION POLICY

- A. The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.
- B. Zero Tolerance. Harassment, intimidation, threats, threatening behavior, violent behavior or acts of violence between employees or such action between an employee and another person that arises from or is in any manner connected to the employee's employment with the City, whether the conduct occurs on duty or off duty, is prohibited.
- C. City's Response to Threats or Acts of Violence. The City will attempt to respond appropriately to any person who threatens use of force or violence or threatens an unlawful act, exhibits threatening behavior, or engages in violent acts. The City's response will normally be coordinated by the City's Police Department or other appropriate law enforcement agency. The appropriate department will evaluate the severity of the situation and the need for additional resources (e.g., law enforcement, Emergency Medical Services) to minimize risk and further violence and will work with the appropriate Department Director(s) in an effort to ensure that appropriate administrative actions are taken. If such conduct occurs on City property, the offending person will typically be removed from the premises pending the outcome of an investigation. The City may also suspend and/or terminate the employment relationship, reassign job duties, mandate counseling with a psychologist or other mental health care provider of the City's choosing, initiate criminal prosecution of the person or persons involved, and/or other actions as determined by the City to be appropriate under the circumstances.

- D. No existing City policy, practice, or procedure will be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing.
- E. Weapons Banned. Unless specifically authorized by the City Manager, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon on City property. The City prohibits employees from carrying or using any weapons, concealed or otherwise, on City property. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in City-related business. Prohibited weapons include firearms, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. The weapons ban does not include firearms in a locked vehicle in a City parking lot but only if the person possesses a license pursuant to Texas Penal Code Sections 30.06 or 30.07.
- F. Mandatory Reporting. Each City employee must immediately notify his/her supervisor, Department Director, the Human Director and/or designee, and/or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on City property, a City-controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior, and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify his/her Department Director and the Human Resources Director.
- G. Protective Orders. Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas must immediately provide to the Human Resources Director, and the City's Police Department, a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their Department Director of any protective or restraining order issued against them.
- H. Confidentiality. To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.
- I. City Property. For purposes of this rule to prevent incidents of violence from occurring in the workplace, City property includes but is not limited to City-owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation centers, swimming pools, and parks. City-owned parking lots are not a prohibited area regarding the weapons ban as stated in Rule E above.

- J. Documentation. When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the Human Resources Director, and/or the Police Department.
- K. Policy Violations. Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.

RULE 64. DRUG, ALCOHOL, AND SUBSTANCE ABUSE USE POLICY

- A. It is the desire of the City to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.
- B. Prohibition Against Alcohol and Illegal and Unauthorized Drugs. While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.
- C. Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia. This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.
- D. Permissive Use of Prescribed and Over-The-Counter Drugs. The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens, or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.
- E. Use of Alcohol. The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. At no time may an employee under the influence of alcohol drive a City-owned or leased vehicle or operate or use other City-owned or leased property or equipment. Further, an employee on duty or conducting City business, including City-

related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the excessive use of alcohol. Absent specific approval by the City Manager, City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

- F. **Police Department Employees.** Certain City Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempt from certain portions of this policy under certain limited conditions. Additional guidelines may be established by the Police Department operating procedures.
- G. **Mandatory Disclosure by Employees.** Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Director or to the Human Resources Director if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.
- H. **On-Call Employees.** Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call, who is called out, is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of drugs and/or alcohol, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.
- I. **Mandatory Reporting of Convictions.** Employees must notify their immediate supervisor and the Human Resources Director, in writing, of any criminal drug conviction (including a plea of nolo contendere) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than five calendar days after the conviction.
- J. **Off-Duty Conduct.** The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty conduct is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty conduct adversely affects the employee's job performance.
- K. **Rehabilitation/Treatment.**
 - 1. It is the City's desire to assist employees who voluntarily request assistance with their alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge his or her problem and seek and accept counseling and/or rehabilitation before it impairs his or her job performance and/or jeopardizes his/her employment.

2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.
3. The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any rehabilitation or treatment program.
4. During time off for a City-approved rehabilitation or treatment program, the employee must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time. If the employee has no paid time off available, the time away from work will be unpaid. Where applicable, any time off for rehabilitation or treatment under this policy will also be designated as leave under the City's Family and Medical Leave Act policy.
5. If the employee successfully completes his or her prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to his or her prior position or one of similar pay and status. However, employment with the City following a City-approved leave for rehabilitation or treatment is conditioned on the following:
 - a. Initial negative test for drugs and/or alcohol before returning to work;
 - b. A written release to return to work from the City-approved rehabilitation or treatment facility/program;
 - c. Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
 - d. In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to

submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment; and

- e. The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Human Resources Director. The employee must meet with the Human Resources Director to discuss the terms of his or her continued employment and sign a formal agreement before returning to work.
- 6. This policy will be administered in accordance with the City's Family Medical Leave Act policy when applicable.
- L. **Smoking and Tobacco Use.** Smoking and tobacco use is defined as the smoking, vaping or use of any tobacco products, including but not limited to cigarettes, cigars, spit, smokeless tobacco, chew, snuff, electronic cigarettes, and other non-FDA approved nicotine delivery devices.
 - 1. Smoking and other tobacco use by employees is prohibited in all City owned and operated vehicles, and only allowed in designated areas near City buildings.
 - 2. In addition to the above prohibitions, smoking and tobacco use is also prohibited in the following areas:
 - a. Within 25 feet from any doorway, entryway or window of any City building.
 - b. Within 25 feet of a fuel storage facility.
- M. **Policy Violations.** Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Human Resources Director, to receive assistance or referrals to appropriate resources in the community.

RULE 65. DRUG AND ALCOHOL POLICY FOR DOT EMPLOYEES

- A. **Employees/Applicants Subject to Testing.** City employees who drive a commercial motor vehicle (CMV) requiring a Commercial Driver's License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration and as outlined in this policy. The employee's supervisor or the Human Resources Director will advise the employee if he or she is subject to DOT testing and the terms of this policy. Employees who are not required by DOT to hold a CDL are not subject to this policy. Applicants for employment for a position requiring a CDL are also subject to testing under this policy.

- B. Employees covered by this policy are also required to comply with the City's Drug and Alcohol Use Policy. In other words, this DOT Drug and Alcohol Policy is in addition to, not in lieu of, the provisions of the City's general Drug and Alcohol Use Policy. DOT tests will be separate from non-DOT tests in all respects. DOT tests take priority and will be conducted and completed before a non-DOT test is begun. All drug and alcohol testing performed under this DOT Policy will comply with applicable DOT procedures. If this policy conflicts with DOT regulations in any way, the DOT regulations will govern.
- C. An employee subject to the provisions of this policy may be a person employed by the City, a contractor engaged by the City or an employee of such contractor. Employees required by DOT to hold a CDL, due to the type of equipment they operate, are subject to this policy. Employees who hold these jobs are required to carry their CDLs when they are at work or are operating City equipment.
- D. Prohibited Alcohol Use.
 - 1. On-duty and Pre-duty Use. Reporting for, or remaining on, duty requiring the performance of safety-sensitive functions is prohibited under the following conditions:
 - a. while having a breath alcohol concentration of 0.04 or more as indicated via breath test;
 - b. while using alcohol; or
 - c. within four (4) hours after using alcohol.
 - 2. Use Following an Accident. An employee required to take a post-accident alcohol test pursuant to this policy is prohibited from using alcohol for eight (8) hours following the accident, or until undergoing a post-accident alcohol test, whichever occurs first.
- E. Prohibited Drug Use. Illicit use of drugs by safety sensitive drivers is prohibited both on and off duty. An employee may not report for duty or remain on duty when he/she uses any controlled substances, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect his/her ability to safely operate a CMV. An employee may not report for duty, remain on duty or perform a safety sensitive function if the employee tests positive for controlled substances or has adulterated or substituted a test specimen.
- F. Required Alcohol and Drug Tests. DOT requires the following testing for covered drivers: pre-employment, post-accident, random, reasonable suspicion, return-to-duty and follow-up testing. Before conducting any required DOT testing, the City will notify the driver that the alcohol or drug test is required by DOT regulations.

- G. Pre-employment Testing. Drug and alcohol tests will be conducted after a conditional offer of employment is made, but before actually performing safety-sensitive functions for the first time. These tests are also required when employees are promoted, demoted or transferred into a safety sensitive driver position.
- H. Post-accident testing. Drug and alcohol tests will be conducted after accidents in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation. Post-accident testing must be conducted as soon as practicable on all surviving drivers following an occurrence involving a CMV operating on a public road in commerce, as follows:
1. When the employee is issued a moving traffic violation citation and one or more of the vehicles involved is disabled and must be towed from the scene;
 2. When the employee is issued a moving traffic violation citation, and any person involved in the accident is injured to the extent that he/she requires and receives immediate medical treatment away from the scene of the accident; or
 3. In an accident involving a fatality, testing will be performed on anyone who was performing safety sensitive functions with respect to the vehicle.
- I. An employee subject to post-accident testing must remain readily available for such testing or will be deemed by the City to have refused to test. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.
- J. In post-accident situations, the City may substitute a breath alcohol test for a urine drug test, so long as the test is performed by state or local law enforcement officials using procedures required by their jurisdictions, provided such test results are received directly from the local jurisdiction or the driver. A positive post-accident test administered by law enforcement will result in the same action as a positive post-accident test performed at the City's behest.
- K. Post-Accident Alcohol Testing. If alcohol testing cannot be administered within 2 hours of one of the above listed occurrences, a written statement explaining why the alcohol test was not promptly administered must be provided to the Human Resources Director, by the appropriate supervisor. If alcohol testing cannot be administered within 8 hours after the occurrence, the City will cease attempts to administer an alcohol test and document the reasons the alcohol test was not administered. This report must be promptly forwarded to the Human Resources Director.
- L. Post-Accident Drug Testing. A driver will be drug tested as soon as practicable but not later than 32 hours after one of the above-listed occurrences. If the driver is not drug tested

within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Human Resources Director.

- M. Reasonable suspicion testing. Reasonable suspicion drug and alcohol testing is conducted when a trained supervisor has reason to believe that an employee is in violation of this policy. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee; the observations may also include indications of the chronic and withdrawal effects of controlled substances. The supervisor must consult with the Department Director (or designee) and affirm the basis of his/her suspicion. If the Department Director concurs, he/she may order the employee to undergo testing only after consultation with the Human Resources Director. A written report of the reasonable suspicion observations must be prepared by the supervisor(s) who made the observation within 24 hours of the observed behavior or before the results of tests are released, whichever is earlier. This report must be promptly forwarded to the Human Resources Director.
- N. Reasonable Suspicion Alcohol Testing. Reasonable suspicion alcohol testing is permitted only if the reasonable suspicion observation is made during, just before, or just after, the period of the workday the employee is required to be in compliance with this policy. An employee may be directed to undergo reasonable suspicion testing only while the employee is performing, just before he/she is to perform, or just after he/she stopped performing, safety sensitive functions. If alcohol testing cannot be administered within two (2) hours after the reasonable suspicion observation, a written statement that explains why the alcohol test was not promptly administered must be given to the Human Resources Director. If alcohol testing cannot be administered within eight (8) hours after the observation, the City will cease attempts to administer an alcohol test, and the appropriate supervisor must immediately document the reasons that the alcohol test was not administered; this report must be promptly forwarded to the Human Resources Director.
- O. Notwithstanding the absence of a reasonable suspicion alcohol test under this policy, an employee may not report for duty or remain on duty requiring the performance of safety sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. In such instances, the employee will not be permitted to perform or continue to perform safety sensitive functions until:
 - 1. an alcohol test measures the employee's alcohol concentration at less than 0.02; or
 - 2. 24 hours have elapsed since the reasonable suspicion observation was made.
- P. Reasonable Suspicion Drug Testing. A driver will be drug tested as soon as practicable but not later than 32 hours after the reasonable suspicion observation. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Human Resources Director.

- Q. Random Testing. Drivers are selected for random, unannounced drug and alcohol testing using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's, payroll identification number, or other comparable identifying numbers. Each driver subject to this policy will have an equal chance of being tested each time random selections are made. The number of drivers randomly selected will be in accordance with applicable DOT regulations. Each driver randomly selected for testing will be tested during the selection period. Dates and times for random testing are unannounced and spread reasonably throughout the calendar year. Each driver selected for random testing must proceed to the test site immediately after notification; if, however, the driver is performing a safety-sensitive function, other than driving a CMV, at the time of notification, the City will instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible. A driver will be randomly tested for alcohol just before, during, or just after performing, safety sensitive functions; random testing for drugs does not have to be conducted in immediate time proximity to performing safety sensitive functions.
- R. Return-to-duty and follow-up testing. Return-to-duty tests are conducted when a driver who has violated DOT's prohibited drug and alcohol standards returns to performing safety sensitive duties. Follow-up tests are unannounced, and at least six (6) tests must be conducted in the first 12 months after a driver returns to duty; follow-up tests may be extended for up to 60 months following a driver's return to duty. Drug tests must be negative and alcohol tests must demonstrate a breath alcohol level of less than 0.02. The driver will pay all costs associated with return-to-duty testing. When applicable, the City will follow all applicable DOT regulations when requiring return-to-duty and follow-up testing. The City is not, however, required to hire an applicant or continue the employment of a driver who has violated DOT drug and alcohol regulations, or this policy, and it is the policy of the City not to do so. Thus, return-to-duty and follow-up tests are generally applicable only for those seeking assistance as set out below and, based on individual circumstances, for those who may have had an alcohol concentration of 0.02 or greater, but less than 0.04.
- S. Refusal to Test. An employee who refuses to be tested in any of the above circumstances, who obstructs the testing process, or who tampers/alters a specimen, will not be permitted to perform or continue to perform safety sensitive functions and will likely be terminated. An applicant who does one of these prohibited acts will not be hired. Except in the case of pre-employment testing, a refusal to test includes the failure to appear for testing within a reasonable time, as well as failure to remain at the testing site until the testing process is complete. Failure to test also includes the failure to provide the required sample with no adequate medical explanation, and the failure to cooperate with any part of the testing process (e.g., refusing to empty pockets when asked to do so, behaving in a confrontational way that disrupts the collection process, or failure to undergo a medical exam or evaluation as directed by the physician Medical Review Officer (MRO) as part of the verification process).

T. Additional Information About Alcohol Testing.

1. Consequences of a Positive Alcohol Test. An employee who is tested and has an alcohol concentration of 0.04 or greater will be removed from safety sensitive functions and will be terminated. An employee who is tested and has an alcohol concentration of .02 to .039 will not be permitted to perform safety sensitive functions for a minimum of 24 hours and will be disciplined, up to and including termination. If the employee is not terminated, then he/she will receive a mandatory referral to a substance abuse professional. Any non-compliance with the treatment recommendations of the substance abuse professional will result in disciplinary action, up to and including termination. (The employee will be placed on administrative leave without pay during the treatment period. That employee may use accrued sick leave during the treatment period.)
2. Alcohol Testing Procedures. A trained breath alcohol technician will conduct alcohol tests. If the alcohol concentration is 0.02 or greater, a second confirmation test will be conducted in accordance with DOT regulations, the results of which will determine any actions taken. Any result of less than 0.02 alcohol concentration is considered a “negative” test. The second confirmation test results determine if the employee is in violation of this policy. Testing procedures that ensure accuracy, reliability and confidentiality of test results will be followed pursuant to DOT regulations.

U. Additional Information About Drug Testing.

1. Drug Testing Procedures. Drug testing is conducted by analyzing a driver’s urine specimen at a lab certified by the U.S. Department of Health and Human Services. The driver provides a specimen in a location that affords privacy, and the “collector” seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing lab. “Split” urine specimens provide drivers with an opportunity for a second test, if needed. If the driver challenges the validity of the test, then he/she has 72 hours to request that the split specimen be sent for testing to another certified lab approved by the City’s Human Resources Director. The second test will be at the driver’s own expense.
2. Drugs Tested For. DOT requires testing for the following drugs:
 - a. Marijuana (THC)
 - b. Cocaine
 - c. Amphetamines and methamphetamines
 - d. Opiates – opium and codeine derivatives

e. Phencyclidine (PCP)

- V. A screening test is performed first. If it is positive for one or more of these drugs, then a confirmation test is performed. Whenever the terms “drug,” “drugs” or “controlled substances” are used in this policy, they refer to the substances listed above. The City will not test for any other substances under this policy. The City may, however, test for other controlled substances pursuant to its general Drug and Alcohol Use Policy.
- W. Review of Drug Test Results. All drug test results are reviewed and interpreted by a physician medical review officer (MRO) before they are reported to the City. If the lab reports a positive result to the MRO, the MRO will contact the driver (either in person or by phone) and will conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in the driver’s urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug(s), the drug test result is reported as a negative to the City.
- X. Consequences of a Positive Drug Test. A driver will be removed from safety sensitive duties and placed on administrative leave if he/she tests positive for drugs. The removal cannot take place until the MRO has interviewed the driver and determined that the positive test resulted from the unauthorized use of a controlled substance. A confirmed positive drug result will result in termination of employment.
- Y. Confidentiality. Test results may be released only to the driver, designated City officials, a substance abuse professional, laboratory officials or a medical review officer. Records will also be made available to a subsequent employer, or another identified person upon the driver’s specific written request. Test results will not be released to others except as required by law or expressly authorized in the applicable DOT regulations (e.g., the decision maker in a lawsuit, appeal or administrative proceeding initiated by or on behalf of the driver and arising from a positive DOT drug or alcohol test or refusal to test; this includes workers’ compensation and unemployment proceedings.) All test results will be kept in a confidential file by the Human Resources Director. Management and supervisory personnel who are authorized to have access to alcohol and drug testing results must maintain complete confidentiality regarding this information. City employees who make a reasonable suspicion observation or who witness an accident must also maintain confidentiality. Breach of confidentiality relating to test results, or any other related matters, will likely result in disciplinary action, up to and including termination of employment.
- Z. Information From Prior Employers. For new hires, promotions and transferred employee-drivers seeking to perform safety sensitive functions for the first time, the City is required, with the driver’s written consent, to obtain information from previous employers regarding alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations within the two (2) years prior to the date of the driver’s application, promotion or transfer. Affected individuals must sign a Breath Alcohol and Drug Testing Results Request. The City will obtain and review the

information before allowing the person to perform safety sensitive functions. If the driver refuses to provide the City with the required written consent, the driver will not be permitted to perform safety sensitive functions and will likely be disciplined (up to and including termination of employment) if employed, or not hired if applying for employment.

- AA. Record Retention. The City will maintain and retain records under this policy as mandated by DOT regulations. See 49 C.F.R. §382.401, Retention of Records.
- BB. Notification to Applicants/Employees of Positive Test Results. The City will notify applicants of the results of a pre-employment drug test if the applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The City will notify an employee of the results of random, reasonable suspicion, and post-accident drug tests if the test results are verified positive, and also which controlled substance(s) verified positive. The City will also make reasonable efforts to contact and request each driver who tested positive to contact and discuss the results of their drug test with a MRO who has been unable to contact the driver. The City will immediately notify the MRO that the driver has been notified to contact the MRO within 72 hours.
- CC. Employee Admission of Drug/Alcohol Use. An employee who admits to alcohol misuse or drug use must do so in accordance with the City's general Drug and Alcohol Use Policy; provided, however, the employee may not self-identify in order to avoid the testing requirements of this DOT policy. Further, the employee must make the admission prior to performing a safety sensitive function, i.e., prior to reporting for duty. The employee may not perform a safety sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed educational or treatment requirements in accordance with the City's general Drug and Alcohol Use Policy. A drug and alcohol abuse evaluation expert, i.e., an Employee Assistance Program professional, a substance abuse professional, or a qualified drug and alcohol counselor, will determine successful completion. Prior to the employee performing safety sensitive functions, the employee must undergo a return to duty alcohol test with a result of less than 0.02 and/or a return to duty drug test with a negative test result.
- DD. Safety Sensitive Functions. For purposes of this policy, safety sensitive function or duty means all the time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety sensitive functions/duties include:
 - 1. All time at a City, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;
 - 2. All time inspecting equipment as required by applicable DOT regulations or otherwise inspecting, servicing, or conditioning any CMV at any time;
 - 3. All time spent at the driving controls of a CMV in operation;

4. All time, other than driving time, in or upon any CMV;
 5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending to a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
 6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- EE. Transportation to Testing Site. With the exception of pre-employment testing, employees will be driven to the testing facility by a supervisor. The supervisor will remain with the employee during the testing process. The City will make arrangements to have the employee transported back to the City or home, as appropriate, after the testing is complete.
- FF. Questions. Anyone with questions regarding this policy should contact the Human Resources Director.

RULE 66. TESTING FOR DRUG, ALCOHOL, AND SUBSTANCE ABUSE

- A. Types of Tests. Testing may include one or more of the following: urinalysis, breathalyzer, or other generally accepted testing procedure.
- B. Testing of Applicants. All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.
- C. Testing of Employees.
1. Employees may be required to submit to random testing for alcohol and/or illegal and unauthorized drugs.
 2. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or “near miss,” when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
 3. Police Department and EMS employees are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
 4. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to

other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).

5. Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee's normal work time.
6. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
7. A positive test result is a violation of the City's Drug and Alcohol Use Policy and may result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the City's Drug and Alcohol Use Policy is ineligible for future employment with the City.
8. The City has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the City's Drug and Alcohol Policy for DOT Employees for additional information.

D. Testing Procedures.

1. All testing must normally be authorized in advance by both the employee's Department Director and the Human Resources Director. If the Department Director is unavailable within a reasonable period of time, the Human Resources Director may, at his/her sole discretion, authorize the testing of an employee. If the Human Resources Director is unavailable within a reasonable period of time, the Department Director may, in his/her sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led him/her to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.
2. If an employee's conduct resulted in a workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its

discretion, reassign the employee or put him or her on administrative leave until the test results are received.

3. The City will make arrangements to have the employee transported home after the testing.
4. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.
5. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the Human Resources Director; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

RULE 67. EMPLOYEE SAFETY GUIDELINES – DO'S AND DON'TS

- A. The City is interested in the employees' safety and well-being. Accordingly, the City has developed safety rules and regulations. Each and every employee is required to obey safety rules and to exercise caution in all work activities. From time-to-time employees will be updated and reviewed on safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can do much to prevent accidents and injuries by obeying the safety rules of their job, by remaining alert, and by THINKING SAFETY at all times. If an employee sees something that is believed to be an unsafe act or an unsafe condition, the employee should immediately report it to their supervisor or to management at once.
- B. The following safety rules apply at all times, and some specific job descriptions may contain additional operational safety guidelines. Each employee must be familiar with such rules and apply them at all times.
 1. Use prescribed protective equipment such as eye protection, hearing protection, hard hats, safety shoes, gloves, shields, etc., when those items are appropriate to the task being performed.
 2. Smoke only during designated times in authorized outside areas.
 3. Walk, do not run. Wipe spills and pick up fallen objects and debris. Keep floor surfaces clear of hazards and other obstacles, electric cords, etc. For the employee's comfort and safety, wear shoes with non-slip soles, in good condition.

4. To avoid back injuries, use correct lifting methods. Get someone to help with heavy (or difficult to handle) items.
5. Be aware of sharp tools. Use safety devices where provided, and do not alter or remove them in any way. Report hazards to management immediately.
6. Material Safety Data Sheets (MSDS Sheets) – Employees will be shown the location of the City’s Material Safety Data Sheets. MSDS sheets provide valuable information about various chemicals and other agents that may be encountered in normal work. They will explain possible reactions to exposure, and steps to take if it occurs. Review this information from time to time.
7. Fire – Be alert for causes and report smoke, heat or unusual odors immediately. Alert other people in the area to the possibility of danger in order to evacuate, if necessary. Try to verify the location and call the Fire Department or 911. Use proper portable extinguishers for small fires.
8. Do not put fingers, hands, feet or clothing in moving machinery.
9. Do not carry items in a manner that obscures your vision.
10. Do not block access to fire extinguishers.
11. Do not touch open or loose electrical circuits.
12. Report unusual vibrations, smells, or noises coming from equipment.
13. Do not wear rings or jewelry while operating machinery.
14. Do not perform maintenance or repairs on running equipment.
15. Do not remove or alter warning tags or safety devices.
16. Never leave nails or spikes protruding from planks or boards.
17. Perform routine maintenance at all scheduled intervals.
18. Do not use compressed air for cleaning clothing or floors.

RULE 68. EMPLOYEE MISCONDUCT AND DISCIPLINARY ACTION

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

- B. **Progressive Discipline.** Depending on the seriousness of the misconduct, the City will generally use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available to it and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance, prior disciplinary history, length of service and any mitigating circumstances.
- C. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following steps:
1. verbal warning (documented);
 2. letter of counseling;
 3. written reprimand;
 4. return to a probationary status;
 5. suspension (without pay);
 6. demotion; or
 7. discharge or termination.
- D. **Documentation.** All forms of discipline, including verbal warnings, will be documented and will be placed in the employee's personnel file. In the event an employee is discharged, the supervisor shall forward a copy of the dismissal to the Human Resources Director, who shall forward a copy of the dismissal to the City Manager. The Supervisor will also make a recommendation concerning the possible rehiring (or not rehiring) of the person in the future.
- E. **Supervisory Responsibility.** All employees with the responsibility and authority to supervise and direct employees under their control shall, in a professional manner, administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; discipline their subordinates as required under their departmental and/or City policies and procedures; as well as address performance appeals submitted to them as provided by policy in an attempt to resolve such issues at the lowest possible supervisory level.
- F. **Request for Reconsideration.** Where a disciplinary action involves a suspension of one (1) workday (or one (1) shift day) or more, demotion and/or termination, the employee will normally be given an opportunity to respond to the allegations prior to disciplinary action being taken or to request reconsideration of any action taken.

- G. Prohibited Activities. Disciplinary action will be imposed for violations of City or departmental policies and procedures, codes of conduct, rules and regulations, either written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulations, yet may adversely affect the City or put the health and safety of fellow employees, citizens or other third parties at risk, may also result in disciplinary action. An employee who is aware of and does not report illegal action of another City Employee may result in disciplinary action. It is impossible to list all the forms of behavior that are considered unacceptable in the workplace.

The following are some examples of conduct that will likely result in disciplinary action, up to and including termination of employment:

1. Theft or inappropriate removal or use of City property or other property not belonging to the employee;
2. Falsification of timekeeping or other records, including employment application;
3. Working under the influence of alcohol or illegal drugs;
4. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or while operating City-owned equipment;
5. Violation of City's policy regarding sexual or other unlawful harassment;
6. Interfering with work schedules or another employee's ability to work;
7. Misuse of City telephones, computers, mail systems, etc.;
8. Excessive or unscheduled absenteeism, tardiness in reporting for work or returning from lunch and breaks or absence without notice and/or approval;
9. Violation of safety or health rules and failure to immediately report an on-the-job injury/accident;
10. Profanity, abusive language, or racial slurs;
11. Unauthorized disclosure of confidential information;
12. Violation of any provision of the City Charter;
13. Violation of City or departmental policies, codes of conduct, rules and procedures;
14. Coercion, intimidation, or threats against citizens, supervisors, co-workers, City officials, or others;

15. Making or publishing false, damaging, vicious, or malicious statements about the City, or a City employee or citizen, or others;
 16. Unsatisfactory performance or conduct;
 17. Inefficiency, incompetence or neglect of duty;
 18. Fighting, provoking or instigating a fight, or threatening violence;
 19. Disruptive activity in the workplace;
 20. Possession of weapons on City time, City premises, or while on City business (except for licensed peace officers required to carry a weapon as part of their job duties);
 21. Violation of local, state or federal law;
 22. Conviction of a felony, including a reasonable belief the employee has committed a crime under Texas Penal Code or Class A or B misdemeanor, or repeated conviction of Class C misdemeanor charges;
 23. Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension;
 24. Outside employment that conflicts with, or potentially conflicts with, City interests;
 25. Acceptance of payment of any kind for activities related to City Employment; or
 26. An accumulation of minor infractions.
- H. Fraternization. It is not possible to anticipate all off-duty conduct or fraternization that may relate to the City's business, but the City can provide some general guidelines. When in doubt, please consult with the Human Resources Director.
- I. It is against City policy for individuals who have an economic, social or family relationship to supervise the other or to work in positions that have an audit or control function over the other.
1. Economic relationships include roommates, landlord-tenant, creditor-debtor and the like.
 2. Social relationships include past or current dating or intimate relationships.
 3. Rule 10 provides for the Nepotism restrictions.

- J. Employees and applicants are expected to disclose these relationships whenever they may come into existence. Failure to do so may lead to discipline.
- K. If these relationships come into existence after employment an attempt will be made to transfer employees to comparable (but separate) positions to avoid any appearance of favoritism, preferential treatment or conflict of interest. If a transfer is not possible, the employees may be requested to decide among themselves which individual is to resign.
- L. If the employees are not able to make a decision about who is to resign, the City may take appropriate action, which can include requiring both employees to resign or requiring one of the individuals to resign based on a neutral factor such as seniority.
- M. This section also applies to employees and their relationships with vendors and contractors working within the City.
- N. Felonies and Misdemeanors. Employees must immediately notify their supervisor and/or Department Director if they are arrested, charged, indicted, convicted, receive deferred adjudication or plead nolo contendere to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations. In most instances, the City will conduct its own investigation and take appropriate action.
- O. Administrative Leave. During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay and may be charged to available accrued leave if authorized by the City Manager.

RULE 69. GRIEVANCES OR COMPLAINTS

- A. Definition of a Grievance or Complaint. A grievance or a complaint, for purposes of this Manual, shall mean the same thing and may address any one or more of the following subject matters:
 - 1. a claim by an employee that he or she has suffered an adverse employment action that the employee reasonably believes has been motivated by an illegal or an unlawful discriminatory or retaliatory motive by a supervisory employee;
 - 2. a claim by an employee who reasonably believes that he or she has been subjected to illegal harassment or a hostile work environment by either a supervisory employee or by other employees;
 - 3. a claim by an employee who reasonably believes that other employees, whether co-workers or supervisory employees, are in violation of one or more of the conditions set out in this personnel policy manual or any other rules or regulations of the City of Alvin; and/or

4. a claim by an employee who reasonably believes that other employees, whether co-workers or supervisory employees, are in violation of state or federal criminal law.
- B. A grievance or complaint must be reduced to writing and submitted in accordance with the grievance policy specified in these Rules.
- C. Any employee wishing to submit a complaint or grievance must first discuss the grievance with the employee's immediate supervisor, unless the grievance is against that supervisor, in which case the submission may be made to the next level supervisor or Department Director. If the matter is not resolved to the employee's satisfaction, the employee may take the grievance to the next level supervisor, presumably the employee's Department Director, to discuss the complaint. An employee failing to gain satisfaction after conferring with his/her Department Director may present his/her grievance to the Human Resources Director, who may forward the grievance or complaint to the City Manager.
- D. If the grievance is against the Department Director, the employee may discuss the grievance with the Human Resources Director or the City Manager. Complaints against the City Manager must be submitted to the Mayor.
- E. The employee must submit the grievance on the Employee Grievance form in five (5) days after receiving the supervisor's response.
- F. The employee must notify the Human Resources Director within ten (10) days of his/her desire to have the grievance considered by the City Manager.
- G. At the discretion of the City Manager, a special employee grievance committee may be appointed to investigate any grievance and offer or recommend solutions.
- H. The decision of the City Manager is final on the grievance or complaint and shall be final, except as otherwise provided by law.
- I. Employees who have a complaint involving potential violations of the Americans with Disabilities Act, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately report such complaint as outlined in the City's Sexual and Other Unlawful Harassment Policy.

RULE 70. DEFINITIONS

For purposes of this Personnel Policy, the following definitions shall apply:

Budget (Fiscal) Year – refers to a city's fiscal year commencing on October 1 of any given year and ending at twelve midnight on September 30 of the subsequent year.

Calendar Year – refers to a year beginning on January 1 and ending on December 31 of that year.

City – refers to the CITY OF ALVIN, TEXAS.

City Manager – refers to the City Manager of the CITY OF ALVIN, TEXAS.

Compensatory Time – refers to a rate of pay in hours that is equivalent to time and a half of the number of productive hours worked that are classified as compensatory time pursuant to FLSA, or pursuant to a specific provision of the police labor agreement that provides for pay in terms of compensatory hours.

Effective Date – refers to the date on which the terms and conditions contained in this Manual are formally implemented as per the approval by Council;

FLSA – refers to the Fair Labor Standards Act;

FMLA – refers to the Family Medical Leave Act;

HR – refers to the Human Resource Department

Overtime Pay – refers to an employee's regular rate of hourly pay, as that pay is to be calculated using FLSA standards, times 1.5.

Policy – refers to this Personnel Policy Manual, also referred to as the Rules.

END OF DEFINITIONS

EXHIBIT "A"

RECEIPT AND ACKNOWLEDGEMENT FORM

I acknowledge receipt of a copy of the Personnel Policy Manual for the City of Alvin, Texas. I understand and agree:

- A. It is my obligation to understand all the provisions of the Manual. I can ask my Supervisor, my Department Director, or the Human Resource Manager any questions I have about this Manual.
- B. The Manual is not a contract of employment, and the information provided is subject to change by the City as the need arises.

Printed Name

Signature

Date

EXHIBIT “B”
TEXAS GOVERNMENT CODE §552.024
Public Access Option Form

The Public Information Act allows employees, public officials, and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information by checking off or initialing in the appropriate box:

Public Access Election	“Yes”	“No”
Home Address		
Home Telephone Number		
Social Security Number		
Information that reveals whether you have family members		

Printed Name

Signature

Date

EXHIBIT “C”

WAGE DEDUCTION AUTHORIZATION FORM

I recognize that during my employment or upon termination of my employment, I may owe the **CITY OF ALVIN** money for a variety of reasons, including without limitations an erroneous overpayment of wages or other benefits and property damages. Therefore, I, the undersigned employee of **CITY OF ALVIN**, acknowledge in the event I owe any such monies to the **CITY OF ALVIN**, I hereby authorize the **CITY OF ALVIN** to deduct such amounts from my wages during my employment or from my final wages due and owing upon termination or separation from employment.

I also understand and agree that if I fail or refuse to pay any such amount, **CITY OF ALVIN** retains the right to pursue any applicable legal remedies and may recover reasonable attorney fees and costs of litigation.

By signing this document, I certify I have carefully read and understand all the authorizations and acknowledgements and voluntarily agree to be bound thereby.

Printed Name

Signature

Date

EXHIBIT “D”

VEHICLE POLICY CERTIFICATE OF RECEIPT

Your signature below indicates you have received a copy of the City’s Vehicle Policy as contained in the Personnel Policy Manual. The current Policy was adopted by Council on _____ These policies are also available online under “Online Forms and Information”. You are required to carefully review the policies and agree that you will abide by them. This form must be returned with your signature to be kept in your Personnel file.

Employee’s Name (please print)

I certify that I have received a copy of Section VIII, Vehicle Policies, Rules 56 – 59, have read it, have had the opportunity to ask questions for any clarification I may need, **and will abide by the requirements set forth herein**. I understand that this document is not a contract and signifies only my receipt of the Manual.

Signature

Date



AGENDA COMMENTARY

Meeting Date: 12/19/2024

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider appointment to Parks Board.

Type of Item: Action Item

Summary: **PARKS AND RECREATION BOARD**: Ordinance calls for 7 members, resident and qualified voter of the city, and can serve no more than 3 consecutive 2-year terms.

At the last meeting, Kim Dugas was appointed to serve on the Board. However, the City Secretary's Office did not verify her voter registration status prior to the appointment. It has since been confirmed that she is not a registered voter of the City of Alvin, which makes her ineligible to serve in this position. We sincerely apologize for this oversight and will ensure greater diligence in the future. As a result, a new appointment will need to be made to this Board.

- Current Applicants: Larry Davidson (resident/reg voter), Jerry Persefield (resident/reg voter), Sylvia Callahan (resident/reg voter)
-

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed:

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Board Vacancies
 2. Applicants with Notes from Interview
-

Recommendation: Move to appoint to serve a two (2) year term on the Alvin Parks and Recreation Board.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐
Reviewed by City Manager, if applicable: ☒

2025 Board & Commission Appointments

Economic Development Advisory Committee		Parks		Seniors		Library		BBOAA		Animal		Kendall Lakes TIRZ 2 Board Place 2, 4, 5, 6,7, 8		TIRZ 1	
Resident/Businessperson		Position 1	Jamie Van Horne	Position 1	John Burkey R	Position 1	Sandra Curtner	Place 1		City Official	Keith Villaloboz	Place 2	Armando Cespedes R	Place 1	
Resident/Businessperson		Position 2		Position 2	Ron Shepherd R	Position 2	Jason Jones	Place 2		Day to Day	Autumn Miller	Place 4	Sussie Sutton - Vacancy	Place 2	
Resident/Businessperson		Position 3	Justin Gatlin R	Position 3	Katherine Ansley R	Position 3	Laura Parker	Place 3	Sussie Sutton R	Animal Welfare Org.	Jennifer Hendricks	Place 5	Mark Nokelby R	Place 3	
Resident/Businessperson		Position 4	Ian McKee R	Position 4	Jancy Altus	Position 4		Place 4	James Thompson	Veterinarian		Place 6	Regina Harris - Vacancy	Place 4	
Council member		Position 5	Milton Morgan	Position 5	Thomas Hockin	Position 5	Denise Stanaland	Place 5	Betsy Grubbs	Citizen	Caiden Anderson	Place 7	Ron Mercer - unexpired term	Place 5	
Chamber member		Position 6	Robyn Moore	Position 6	Michael Green					Citizen	Sandra Curtner	Place 8	Emily Wicks R	Place 6	
ACC member		Position 7	Caiden Anderson	Position 7	Deborah Williams									Place 7	
														Place 8	

= Vacancy *R* = Reserve Applicant

= Applied to Reserve

Board/Commission Applicant Information for Interview					
Name	Boards applying for	Present for Interview	Re-Serve	New Applicant	Interview Notes
Ansley, Katherine	Seniors	Yes	Y		2 yrs on board - secretary for board, Senior Center is a home for her, she leads two classes there as well
Atkins-Goodman, Sonya	EDAC	No, letter attached		Y	
Burkey, John	Seniors	Yes	Y		Got a lot done- a lot of projects in the works.
Callahan, Sylvia	1.Cultural Div, 2. Library, 3.Parks	Yes		Y	Love cultural diversity b/c of her Native American/Hispanic background. Will serve on other boards as needed.
Davidson, Larry	1. Planning, 2. BBOAA, 3. Parks	Yes		Y	20 yrs in construction- Civil/Residential. 25 yrs in the plants. Zoning is good- when used correctly Variance allowed at times.
DeKeyzer, Holland	TIRZ 1	Yes		Y	More involved - interested in development in the city, former CPA - investment co, current lawyer
Dugas, Kim	Library, Parks, EDAC	No		Y	
Foley, Jeffrey	BBOAA, Planning, EDAC	Yes			Business owner - 3 terms on Planning/BBOAA - Comp Plan Committee, Former Planning Chair. No Zoning, No Special Districts.
Galvin, Keri, DVM	Animal	Yes		Y	Vet Hospital of Alvin since 2013
Gatlin, Justin	Parks	No, comment in application	Y		Teaching a college class the night of the interview - unable to attend
Heck, Keisha	EDAC	Yes		Y	2-yr resident. Volunteer - Galveston Econ Dev Partnership. Commercial real estate for 25 yrs (Mitchell Historic Properties) ICSC
Horn, Paul	TIRZ 1	No		Y	
LeBlanc, Taylor	TIRZ 1	Yes		Y	Planning Comm in Colorado - was in he Army - oversaw major construction projects \$150M. Open for other boards.
Mark, Monio	1.TIRZ #1, 2. EDAC, 3. Planning	Yes		Y	Hitchcock Finance Director, works with TIRZ.
Martinez, Laudice	BBOAA, Ethics, Planning, EDAC	No		Y	
*McKee, Ian	Parks	Yes	Y		July of 2023 filled unexpired term on Parks. Will serve on other boards.
Overby, Kurt	EDAC	No		Y	
Persefield, Jerry	1. BBOAA, 2. Parks 3. Ethics	Yes		Y	Code Enforcement for 2 yrs prior.



Board/Commission Applicant Information for Interview						
Name	Boards applying for	Present for Interview	Re-Serve	New Applicant	Interview Notes	
Pixley, Virginia	Cultural Diversity	No		Y		
Salter, Monica	Library	Yes		Y	Loves reading - especially to kids. Library events to improve- social media engagements. AVFD Volunteer. No Other Boards	
Shepherd, Ron	Seniors	Yes	Y		3 yrs - filled an unexpired term.	
Starkey, Jake	EDAC	No		Y		
Sutton, Sussie	BBOAA	No	Y			
Van Horne, Jamie	1. EDAC - 2. TIRZ 1	Yes		Y	No Zoning - Parks Board 7 yrs, Chair. Growth. Disc Golf/Rec Cntr. Will serve on other boards where needed.	
Washington, Sam	EDAC	Yes		Y	Business owner - Hometown feel w/growth - Diversity into city - proactive about who we bring in.	

* = Alvin Upfront Citizens Academy

TIRZ Board Applicants noted in this color

attended interview

Updated 11/21/2024



AGENDA COMMENTARY

Meeting Date: 12/19/2024

Department: City Secretary

Contact:

Agenda Item: Discuss appointments to the Tax Increment Reinvestment Zone (TIRZ) 1 and TIRZ 2 (Kendall Lakes).

Type of Item: Action Item

Summary: Update on TIRZ Board Appointments:

At the last meeting, City Council discussed the proposed appointments for the TIRZ 1 Board (Preservation Creek Development area) and the TIRZ 2 Board (Kendall Lakes).

- **TIRZ 1 Board:** This board requires the appointment of 8 members, including one member to serve as the Chair. During the December 5th meeting, City Council appointed 5 applicants to serve on the board. However, 3 additional appointments are still needed to complete this board.
- **TIRZ 2 Board:** At the December 5th meeting, City Council proposed the reappointment of three members to serve another 2-year term. 2 additional appointments, each for a 2-year term, are still needed to complete this board.

Once these appointments are finalized, staff will prepare the necessary Resolutions for City Council's consideration at the next meeting to officially confirm the appointments.

TIRZ 1

- Taylor LeBlanc
- Holland DeKeyser
- Jaime Van Horne
- Paul Horn
- Monio Mark

3 additional members are needed to serve on this 8 member board. On December 17th, the City received an application from **Alejandra Turpin** to serve on the TIRZ 1 Board. Her information has been included in the spreadsheet attached. Staff contacted the following applicants, who had applied to serve on a different board or commission but were not appointed, to inquire if they would be interested in serving on this board: Laudice Martinez, Larry Davidson, and Kurt Overby. To date, we have received responses from **Mr. Larry Davison** and **Mr. Kurt Overby**, who have expressed their willingness to serve on this board.

TIRZ 2 (Kendall Lakes)

- Armando Cespedes - Place 2 (reappointment - 2 year term)
 - Mark Nokelby - Place 5 (reappointment - 2 year term)
-

- Emily Wikcs - Place 8 - (reappointment - 2 year term)

2 additional appointments are needed to serve on this 8 member board (Position #4, and Position #6).

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item: Yes ☐ No ☐ N/A ☒
Funding Account: ☐	Amount: ☐
Legal Review Required: N/A ☒ Required ☐	1295 Form Required? Yes ☐ No ☒
Finance Review Required: N/A ☒ Required ☐	Date Completed:
	Date Completed:

Supporting documents attached:

1. Applicants with Notes from Interview
2. TIRZ Vacancies

Recommendation:

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐
Reviewed by City Manager, if applicable: ☒

Board/Commission Applicant Information for Interview					
Name	Boards applying for	Present for Interview	Re-Serve	New Applicant	Interview Notes
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Atkins-Goodman, Sonya	EDAC	No, letter attached		Y	
Burkey, John	Seniors	Yes	Y		Got a lot done- a lot of projects in the works.
Callahan, Sylvia	1.Cultural Div, 2. Library, 3.Parks	Yes		Y	Love cultural diversity b/c of her Native American/Hispanic background. Will serve on other boards as needed.
Davidson, Larry	1. Planning, 2. BBOAA, 3. Parks	Yes		Y	20 yrs in construction- Civil/Residential. 25 yrs in the plants. Zoning is good- when used correctly Variance allowed at times.
DeKeyzer, Holland	TIRZ 1	Yes		Y	More involved - interested in development in the city, former CPA - investment co, current lawyer
Dugas, Kim	Library, Parks, EDAC	No		Y	
Foley, Jeffrey	BBOAA, Planning, EDAC	Yes			Business owner - 3 terms on Planning/BBOAA - Comp Plan Committee, Former Planning Chair. No Zoning, No Special Districts.
Galvin, Keri, DVM	Animal	Yes		Y	Vet Hospital of Alvin since 2013
Gatlin, Justin	Parks	No, comment in application	Y		Teaching a college class the night of the interview - unable to attend
Heck, Keisha	EDAC	Yes		Y	2-yr resident. Volunteer - Galveston Econ Dev Partnership. Commercial real estate for 25 yrs (Mitchell Historic Properties) ICSC
Horn, Paul	TIRZ 1	No		Y	
LeBlanc, Taylor	TIRZ 1	Yes		Y	Planning Comm in Colorado - was in he Army - oversaw major construction projects \$150M. Open for other boards.
Mark, Monio	1.TIRZ #1, 2. EDAC, 3. Planning	Yes		Y	Hitchcock Finance Director, works with TIRZ.
Martinez, Laudice	BBOAA, Ethics, Planning, EDAC	No		Y	
*McKee, Ian	Parks	Yes	Y		July of 2023 filled unexpired term on Parks. Will serve on other boards.
Overby, Kurt	EDAC	No		Y	
Persefield, Jerry	1. BBOAA, 2. Parks 3. Ethics	Yes		Y	Code Enforcement for 2 yrs prior.



Board/Commission Applicant Information for Interview					
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Salter, Monica	Library	Yes		Y	Loves reading - especially to kids. Library events to improve- social media engagements. AVFD Volunteer. No Other Boards
Shepherd, Ron	Seniors	Yes	Y		3 yrs - filled an unexpired term.
Starkey, Jake	EDAC	No		Y	
Sutton, Sussie	BBOAA	No	Y		
Turpin, Alejandra	TIRZ 1	No		Y	I would like to be actively involved in my community to help make a positive impact and contribute to its growth and well-being. Currently serve on the Alvin Manvel Chamber of commerce Board of Directors. On my free time I like to join Grace Episcopal Church in their food pantry. [from her application]
Van Horne, Jamie	1. EDAC - 2. TIRZ 1	Yes		Y	No Zoning - Parks Board 7 yrs, Chair. Growth. Disc Golf/Rec Cntr. Will serve on other boards where needed.
Washington, Sam	EDAC	Yes		Y	Business owner - Hometown feel w/growth - Diversity into city - proactive about who we bring in.



* = Alvin Upfront Citizens Academy

TIRZ Board Applicants noted in this color

attended interview

Updated 11/21/2024

Kendall Lakes TIRZ 2 Board Place 2, 4, 5, 6,7, 8		TIRZ 1	
Place 2	<i>Armando Cespedes R</i>	Place 1	
Place 4	<i>Sussie Sutton - Vacancy</i>	Place 2	
Place 5	<i>Mark Nokelby R</i>	Place 3	
Place 6	<i>Regina Harris - Vacancy</i>	Place 4	
Place 7	<i>Ron Mercer - unexpired term</i>	Place 5	
Place 8	<i>Emily Wicks R</i>	Place 6	
		Place 7	
		Place 8	