

City of Alvin, Texas

Gabe Adame, Mayor

Meagan DeKeyzer, Mayor Pro-tem, District E
Martin Vela, District A
Chris Vaughn, District B
Richard Garivey, District C



Ashley Davis, District D
Keko Moore, At-Lg P1
Scott Salter, At-Lg P2

Alvin City Council Agenda Thursday, September 18, 2025

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, **SEPTEMBER 18, 2025**, 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. PRESENTATION

A. Presentation - Parks and Recreation Departmental Update

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the September 4, 2025, City Council meeting minutes.
- B. Consider Resolution 25-R-22, accepting a \$15,000.00 donation from the Southeast Texas Housing Finance Corporation (SETH) to the City of Alvin Police, Fire, and EMS Departments.
- C. Consider an Interlocal Agreement between the City of Alvin and the City of Hillcrest Village for the provision of fire protection and emergency medical services, for a term beginning October 1, 2025, and ending September 30, 2028; and authorizing the City Manager to sign the Agreement.
- D. Consider Ordinance 25-Y, amending Chapter 17.5, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Chapter 17.5–2, Definitions, amending Section 17.5–5, Exceptions and Exemptions, and amending Section 17.5–18, Fees, to provide a permit process for temporary signs for garage sales; providing for publication; providing for severability; and setting forth other provisions related thereto.
- E. Consider Resolution 25-R-24, amending the City of Alvin Personnel Policy Manual, and providing for other matters related thereto.
- F. Consider Resolution 25-R-23, adopting the City of Alvin Investment Policy for the investment of municipal funds; and setting forth other matters related thereto.

6. OTHER BUSINESS

- A. Consider a request from the owner of The Fillin' Station located at 603 West Sealy Street, for a variance from the location restrictions in Section 3-19 of the Alvin Code of Ordinances related to the sale of alcoholic beverages.
- B. Consider Ordinance 25-Z, amending Chapter 26, Wreckers, of the Code of Ordinances of the City of Alvin, Texas; providing for severability; providing for a penalty; providing for publication; providing for an effective date; and setting for other matters related thereto.
- C. Discussion regarding a request from R. West Development to de-annex 3.14 acres along the north side of West Highway 6, between County Road 146 and County Road 147, for the development of a single family residential subdivision.
- D. Consider an award of bid to Tandem Services, LLC., for the 2024 Concrete Pavement and Drainage Project for Hood Street, in an amount not to exceed \$8,085,191, and authorize the City Manager to sign the contract upon legal review.
- E. Consider an agreement from PACS Construction Laboratories and Testing Services, LLC. in an amount not to exceed \$102,775 for materials testing services for the 2024 Concrete Pavement and Drainage Project – Hood Street; and authorize the City Manager to sign the Agreement upon legal review.
- F. Consider the proposed Collective Bargaining Labor Agreement between the City of Alvin, Texas, and the Alvin Police Officer's Association (APOA).
- 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 September 15, 2025, 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).**

*Parks &
Recreation Dept*

Departmental Update



Parks & Recreation

- Public Services Facility, Recreation Station & Sr. Center
- 17 full time employees, 8 part time employees
- Administrative, Recreation, Facility Maintenance, Park Maintenance, Senior Center

Mission Statement:

"Provide consistent superior service to all Alvin community members in the areas of Recreation, Administration, Park Operations, Senior Center and Facility Maintenance."



Recreation Services

Recreation Center

- 52,000 sq. ft. facility w/ heated pool, fitness center, basketball gym & much more
- 1,947 memberships
- 6,588 average monthly admissions w/ 1,151 average for kids club



Recreation Services

Recreation Programs

- 4,176 registered participants
- 1,059 activities offered
- 54% utilization rate



Recreation Services

Senior Center

- 10,000 sq. ft. building primary purpose, serving adults 50+
- 2,959 registered participants
- 108 activities offered & 58 trips
- 63% utilization rate



Recreation Services

Community Wide Events

- 9,608 average annual attendance



Recreation Services

Community Partnerships



Administrative Services

- Community Service Work Program
- Contract Management
- Work order management
- Registrations and Reservations
- Emergency Management Planning & Preparation
- Billing and collections
- Produce and manage annual budget
- Boards (Parks & Senior)



Facility Maintenance Services

- Responsible for building maintenance of seventeen city buildings, twenty-two emergency generators, Bob Owen and Rec Center pools, all playground equipment, park structures and irrigation
- The total approximate square footage is 280,000



Park Maintenance Services

- Oversee the grounds maintenance of approximately 170 acres of parkland, green space and Oak Park Cemetery
- Equivalent to over 83 football fields



Questions?

- www.alvin-tx.gov
- > departments
- > parks and recreation



@Alvin Parks and Recreation

Daniel Kelinske

CPRP, LPA

City of Alvin

Director, Parks and Recreation

(281) 388-4290 Work

dlkelinske@cityofalvin.com

1100 W. Highway 6 Alvin, TX 775...

www.alvin-tx.gov

Office Hours: Mon-Thurs 7 a.m. – 6:00 p.m.

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**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, SEPTEMBER 4, 2025
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 and Executive Sessions at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Scott Salter, Chris Vaughn, 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; Shana Church, Assistant City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Kendall Hunting, Fire Chief, and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Teresa Beasley presented comments regarding commercial motor vehicles parking on the street, performing repairs and blocking the bike lane.

PUBLIC HEARING

Public hearing to receive comment on the proposed tax rate of \$0.700635 per \$100 of valuation for the Fiscal Year 2025-2026 (2025 tax year), which is the No-New-Revenue Tax Rate for the City of Alvin.

Mayor Adame opened the public hearing at 7:07 p.m. There were no comments made. Mayor Adame closed the public hearing at 7:07 p.m.

CONSENT AGENDA

Consider approval of the August 21, 2025, City Council meeting minutes.

Consider a final plat of Preservation Creek Phase 2, Section 6, being a planned unit development of 11.19 acres situated in the W.D.C. Hall Survey, Abstract 69, also being out of lots 5 and 6 of the Kanawha Texas Company's Subdivision as recorded in Volume 2, Page 53, of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

On July 29, 2025, the Engineering Department received a final plat of Preservation Creek Phase 2, Section 6, for review. The property is located along the south side of Farm to Market 1462 (one mile east of the SH-288 intersection), being a Planned Unit Development of 11.19 acres containing 122 lots, 4 reserves and 4 blocks, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) and the master preliminary plat previously approved by Council.

According to the PUD Agreement regarding Townhomes:

- *Minimum lot width = 18' at the building setback line*
- *Minimum lot area = 1,250 square feet*

The City Planning Commission approved the plat unanimously at their meeting on August 19, 2025. Staff recommends approval of the plat.

Consider a final plat of Preservation Creek Phase 3, Section 7, being a planned unit development of 23.50 acres situated in the W.D.C. Hall Survey, Abstract 69, also being out of lots 6, 7, 12, 13 and 14 of the Kanawha Texas Company's Subdivision as recorded in Volume 2, Page 53 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

On July 21, 2025, the Engineering Department received a final plat of Preservation Creek Phase 3, Section 7, for review. The property is located along the south side of Farm to Market 1462 (one mile east of the SH-288 intersection), being a Planned Unit Development of 23.50 acres containing 98 lots, 3 reserves and 5 blocks, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) and the master preliminary plat previously approved by Council.

Per the PUD Agreement regarding Single Family Residential lots:

- Minimum lot width = 50' at the building setback line
- Minimum lot area = 5,000 square feet

The City Planning Commission approved the plat unanimously at their meeting on August 19, 2025. Staff recommends approval of the plat.

Consider a final plat of Preservation Creek Phase 3, Section 8, being a planned unit development of 19.70 acres situated in the W.D.C. Hall Survey, Abstract 69, also being out of lots 12, 13, 24, and 25 of the Kanawha Texas Company's Subdivision as recorded in Volume 2, Page 53 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

On July 21, 2025, the Engineering Department received a final plat of Preservation Creek Phase 3, Section 8, for review. The property is located along the south side of Farm to Market 1462 (one mile east of the SH-288 intersection), being a Planned Unit Development of 19.70 acres containing 95 lots, 6 reserves and 4 blocks, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) and the master preliminary plat previously approved by Council.

Per the PUD Agreement regarding Patio Home Lots:

- Minimum lot width = 35' at the building setback line
- Minimum lot area = 3,500 square feet

The City Planning Commission approved the plat unanimously at their meeting on August 19, 2025. Staff recommends approval of the plat.

Consider a final plat of Preservation Creek Phase 3, Section 9, being a planned unit development of 16.04 acres situated in the W.D.C. Hall Survey, Abstract 69, also being out of lots 12 and 25 of the Kanawha Texas Company's Subdivision as recorded in Volume 2, Page 53 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

On July 21, 2025, the Engineering Department received a final plat of Preservation Creek Phase 3, Section 9, for review. The property is located along the south side of Farm to Market 1462 (one mile east of the SH-288 intersection), being a Planned Unit Development of 16.04 acres containing 65 lots, 4 reserves and 4 blocks, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) and the master preliminary plat previously approved by Council.

Per the PUD Agreement regarding Patio Home Lots:

- Minimum lot width = 35' at the building setback line
- Minimum lot area = 3,500 square feet

The City Planning Commission approved the plat unanimously at their meeting on August 19, 2025. Staff recommends approval of the plat.

Consider a final plat of Preservation Creek Phase 3, Section 10, being a planned unit development of 16.53 acres situated in the W.D.C. Hall Survey, Abstract 69, also being out of lots 7, 8 and 13 of the Kanawha Texas Company's Subdivision as recorded in Volume 2, Page 53 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

On July 21, 2025, the Engineering Department received a final plat of Preservation Creek Phase 3, Section 10, for review. The property is located along the south side of Farm to Market 1462 (one mile east of the SH-288 intersection), being a Planned Unit Development of 16.53 acres containing 59 lots, 2 reserves and 4 blocks, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) and the master preliminary plat previously approved by Council.

Per the PUD Agreement regarding Single Family Residential lots:

- Minimum lot width = 50' at the building setback line
- Minimum lot area = 5,000 square feet

The City Planning Commission approved the plat unanimously at their meeting on August 19, 2025. Staff recommends approval of the plat.

Consider a final plat of Preservation Creek Phase 3, Pinnacle Parkway Segment 1, being a planned unit development of 3.254 acres situated in the W.D.C. Hall Survey, Abstract 69, also being out of lots 6, 7 and 12 of the Kanawha Texas Company's Subdivision as recorded in Volume 2, Page 53 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

On July 21, 2025, the Engineering Department received a final plat of Preservation Creek Phase 3, Pinnacle Parkway Segment 1, for review. The property is located along the south side of Farm to Market 1462 (one mile east of the SH-288 intersection), being a Planned Unit Development of 10.06 acres containing a public right-of-way dedication for the construction of Pinnacle Parkway, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) approved June 15, 2023, and the General Plan previously approved by Council on December 7, 2023.

The City Planning Commission approved the plat unanimously at their meeting on August 19, 2025. Staff recommends approval of the plat.

Consider a master preliminary plat of Fox Meadow Crossing, being a replat of 92.351 acres of land being out of a called 92.388 acre tract as described by deed recorded under B.C.C.F. No. 2023004007 I. & G.N.R.R CO. Survey, Sec. 22, A-693 City of Alvin, Brazoria County, Texas.

On August 13, 2025, the Engineering Department received a master preliminary plat of Fox Meadow Crossing for review. The property is located on North Highway 35 just north of Fox Meadow Drive, in the City of Alvin. This master preliminary plat consists of 85 lots, 17 reserves, and 6 blocks, and complies with the City of Alvin's Subdivision Ordinance. Reserve D has been restricted for City of Alvin Fire Station

The City Planning Commission approved the plat unanimously at their meeting on August 19, 2025. Staff recommends approval of the plat.

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

OTHER BUSINESS

Consider a Professional Services Agreement with AGCM, Inc. to provide Design Management Support Services related to the City Hall Project, and authorize the City Manager to sign the Agreement upon legal review.

Large design and construction projects, such as the construction of a new City Hall, benefit from the involvement of a knowledgeable and experienced "overseer" — one who has the time and expertise to help facilitate each aspect of the design process. Staff requests City Council's consideration to approve a Professional Services Agreement with AG|CM, Inc. for Design Management Support Services related to the new City Hall project. As a professional service, this agreement does not require a competitive procurement process under the Texas Government Code.

AG|CM has a history of working with the City of Alvin. In 2018, City Council approved a contract with AG|CM to provide project management services for the design and construction of the new Fire/EMS station. In addition, AG|CM worked with staff to present programming options for the new City Hall project and provided preliminary design and cost estimation services. Under the proposed Professional Services Agreement, AG|CM will continue to provide expertise and oversight during the design phase to help safeguard the City's interests.

The scope of AG|CM's services includes but is not limited to: supporting design team contract negotiations, establishing a master project schedule and budget baseline, reviewing design documents for constructability and consistency, providing cost estimating and value engineering support, and coordinating communication between the City, architect, and construction manager-at-risk. In addition, AG|CM will assist with the procurement of third-party design services (such as geotechnical and environmental reports), support the selection of the Construction Manager-at-Risk, coordinate stakeholder input during the design review process, assist in reviewing cost estimates and the contractor's Guaranteed Maximum Price (GMP), and coordinate with utility providers and other entities on the City's behalf as needed. A full scope of services is included in the Council packet for detailed review.

The proposed fee for these services is \$153,725 and will be funded through the Certificates of Obligation issued on August 7, 2025. This agreement is limited to the design phase only, with services anticipated from September 2025 through August 2026. Construction phase services are not included in this scope. Should City Council approve this agreement, it will remain in effect through August 2026, and may be extended beyond that date upon mutual agreement of the City and AG|CM. Staff recommends approval.

City Manager, Junru Roland, presented this item before City Council with explanation and stated that a representative from AGCM was present to answer any questions.

Council member Garivey moved to approve a Professional Services Agreement with AGCM, Inc. to provide Design Management Support Services related to the City Hall Project, and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider a variance request from the homeowner at 600 Old Galveston Road to encroach fourteen feet into the twenty-five-foot street side building setback for the construction of a garage with a carport.

On August 11, 2025, the Engineering Department received a variance request from the homeowner at 600 Old Galveston Road, to be permitted to encroach 14 feet into the 25-foot street side building setback for the construction of a garage with a carport. The homeowner is proposing to construct a garage with a carport along Grant Lane for reasons outlined in the attached request letter. The carport, as proposed on the attached property survey, will encroach 14 feet into the 25-foot street side building setback; however, it will still be approximately 31 feet 6 inches from the nearest edge of the Grant Lane pavement. The City Planning Commission approved the variance request unanimously at their meeting on August 19, 2025.

Assistant City Engineer, Shana Church, presented this item before City Council with explanation. The homeowner was in attendance.

Council member Vela moved to approve the variance request from the homeowner at 600 Old Galveston Road to encroach fourteen feet into the twenty-five-foot street side building setback for the construction of a garage with a carport. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Resolution 25-R-21, expressing support for the Phase II, Lower Clear Creek and Dickinson Bayou Watershed 203 Feasibility Study, to culminate with the creation of a list of projects and funding options to address flooding and its devastating impacts; and setting forth other provisions related thereto.

Galveston County Commissioner Hank Dugie requests City Council's consideration to approve a resolution expressing the City of Alvin's support for the Phase II, Lower Clear Creek and Dickinson Bayou Watershed 203 Feasibility Study. Phase I of this study was authorized by the United States Congress through the Water Resources Development Act of 2022. That initial phase identified potential strategies to address flooding risks in the Clear Creek and Dickinson Bayou Watersheds. The U.S. Army Corps of Engineers has since approved the initiation of Phase II, which will build on that work by refining the proposed solutions and developing a prioritized list of projects along with funding options for large-scale regional flood mitigation efforts. This Resolution demonstrates the City of Alvin's support for regional efforts, recognizing that flooding impacts extend beyond individual city boundaries. It encourages broad intergovernmental collaboration and supports advancing flood mitigation projects as funding becomes available.

Per Commissioner Dugie:

"The study is \$3 million and the environmental is \$2 million. League City, Friendswood, Galveston County, and Harris County have preliminary agreements to split the cost four ways if necessary, but most of the cities have indicated they'll contribute some amount if not their total share (based on land in the watershed). Alvin's total share of the \$5 million is \$43,753 based on how much of your city is in the study area. As I mentioned, the money isn't the important part. The support and coordination amongst stakeholders is most important."

Galveston County Commissioner Hank Dugie presented this item before City Council with explanation.

Council member Garivey moved to approve Resolution 25-R-21, expressing support for the Phase II, Lower Clear Creek and Dickinson Bayou Watershed 203 Feasibility Study, to culminate with the creation of a list of projects and funding options to address flooding and its devastating impacts; and setting forth other provisions related thereto. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Consider Ordinance 25-P, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article VII, Parkland Dedication and Development Fee; and amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 28-2, In General, Parkland Dedication; providing for severability; providing for an effective date; and setting forth other provisions related thereto.

At the July 17, 2025, City Council meeting, City Council reviewed the proposed changes to Article VII Parkland Dedication and Development Fee, directing staff to create another option for developers, when it is not feasible to allocate the minimum acreage for park use. This item was taken back to the Parks & Recreation Board. At the August 5, 2025, regular Park Board meeting, the Board unanimously recommended adding language to enact this ordinance beginning with the eleventh (11th) dwelling unit and for every unit thereafter and raising the fee per dwelling unit from \$700 to \$1,500.

Comparison Cities:

City	Land Dedication Requirement	Fee in Lieu of Parkland	Additional Notes
Angleton	1 acre per 33.7 dwelling units	\$2,239 per dwelling unit (if no land is dedicated)	Based on \$20K/acre land value;
Friendswood	1 acre per 133 dwellings (min. 5 acres per park)	\$600 per dwelling unit (if fewer than 655 dwellings)	Fees must be used within 10 years or owner can request a refunded (pro-rated) within 1 year of entitlement
Lake Jackson	1/2 acre per 100 residents	Approx. \$295 (Single-Family Unit) Approx. \$252 per (Multi-Family Unit)	Based on Brazoria CAD land values (~\$18K/acre); land must meet strict usability standards
League City	≥750 dwelling units: 1 acre / 75 dwelling units; <750 dwelling units: donate ≥ acres of parkland, or pay fee in lieu	\$3,000 per dwelling unit	Applies to both public and private park dedications
Manvel	1 acre per 100 dwelling units	\$900 per dwelling unit (or higher by council resolution or study)	50% may be met with private parks/trails; trails must meet detailed criteria; pro-rated refund available if not used after 5 yrs, within 1 year of eligibility
Pearland	Single Family: 1 acre/111 dwelling units Multi-Family: 1 acre/151 dwelling units	Single Family: \$1,517 per dwelling unit Multi-Family: \$1,114 per dwelling unit	

Recommended Changes to Article VII Parkland Dedication and Development Fee:

Current	Proposed Change	Result
none	For each proposed dwelling unit beginning with the eleventh (11th) unit and for every unit thereafter	No Parkland Dedication, Donation or Cash in Lieu will be required for any residential development dwelling units until the eleventh (11th) unit
Parkland donation ratio 1/100th of acre per dwelling	Parkland donation 1 acre per 100 dwellings	No change in parkland donation
Less than two acres is inefficient for public park	Less than five acres is inefficient for public park	Increase parkland donation from 2 to 5 acres
Land considered for parkland within floodway, the donation ratio increases to 3 acres per 100 dwellings	Land located within a FEMA-designated floodplain is not eligible for parkland donation	Eliminate land located within FEMA floodplain as eligible for parkland donation
Current fee: \$700 per dwelling unit	Proposed Fee: \$1,500 per dwelling unit	Increase fee by \$800 per dwelling unit beginning with the 11th unit and for every unit thereafter
none	Include Park Board feedback prior to final plat approval	Incorporate Park Board into existing plat review and approval process
none	Review Article VII every 10 years	Establish routine review by Park Board and City Council
none	Review payment in lieu of land bi-annually	Establish routine review by Park Board and City Council

<i>Monies paid into the park dedication fund must be expended within 10 years or right to refund</i>	<i>Delete section *no previous history of any refund requests *Allow accumulation of funds to pay for ambitious parkland procurement/development</i>	<i>No entitlement for refund</i>
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Staff recommends that Chapter 28 of the City of Alvin Code of Ordinances PARKLAND DEDICATION - Cash Payment in Lieu of Land Dedication, be amended to reflect a per dwelling unit fee of \$1,500 beginning with the eleventh (11th) unit and for every unit thereafter. Staff also recommends changing the City of Alvin Code of Ordinances, Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas for the purpose of amending Article VII Parkland Dedication and Development Fee.

Dan Kelinske, Director of Parks and Recreation, presented this item before City Council with explanation. There were no questions or comments on the ordinance as presented.

Council member DeKeyzer moved to approve Ordinance No. 25-P, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article VII, Parkland Dedication and Development Fee; and amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 28-2, In General, Parkland Dedication; providing for severability; providing for an effective date; and setting forth other provisions related thereto. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Mayor Adame noted that although the executive session was listed toward the end of this agenda, he directed that the session would be held prior to consideration of the budget item. He then convened the City Council into Executive Session pursuant to Section 551.071(2) of the Texas Local Government Code, for attorney consultation regarding the City's legal rights, duties, privileges, and obligations related to the ongoing negotiations of the Collective Bargaining Agreement. Minutes of the executive session were maintained in the original layout for record purposes.

Consider Ordinance 25-W, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2025-26; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

On July 17, 2025, the City Manager presented the FY 2025-26 proposed budget to City Council. Subsequently, three (3) budget workshops were held on July 28, 2025, August 7, 2024, and August 12, 2025, whereby City Council and staff reviewed the proposed budget. A budget hearing was held by City Council at the regularly scheduled meeting on August 4, 2025, where citizens could voice concerns related to the proposed budget. State law and the City Charter require that the City enact an annual budget. The Charter requires that an ordinance to establish appropriations must be approved by a favorable vote of a majority of the members of the City Council. Local Government Code §102.007 states that a vote to adopt the budget must be a record vote. As the approved budget must include the vote and ordinance, it will be found on the City's website under Finance. The most recent proposed budget can also be found on the City's home page.

During its most recent legislative session, the Texas Legislature adopted House Bill 1522 (2025). Effective September 1, 2025, this law requires that a taxpayer impact statement be posted alongside any public discussion or consideration of a city's budget.

The City of Alvin has proposed a budget for the City's 2025-2026 fiscal year. The City intends to adopt its budget on September 4, 2025.

<i>Median-valued homestead property for Tax Year 2024 (FY25) and Tax Year 2025 (FY26)</i>	<i>\$260,000</i>
<i>Current City property tax bill</i>	<i>\$1,781</i>
<i>Proposed budget City property tax bill</i>	<i>\$1,822</i>
<i>No-new-revenue City property tax bill</i>	<i>\$1,822</i>

The estimates in this Impact Statement are valid only for the proposed budget and proposed tax rate that the City Council will discuss at its meeting on September 4, 2025. Staff recommends adoption of Ordinance 25-W.

Chris Thomas, Director of Finance, presented this item before City Council with explanation.

Council member Vela moved to approve Ordinance 25-W, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2025-26; directing the City Secretary to post a copy of the budget on the City of

Alvin website; and setting forth other provisions related thereto. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Consider Ordinance 25-X, adopting and levying the ad valorem tax rate for Tax Year 2025 (FY26), commencing October 1, 2025, and ending September 30, 2026.

A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution or order, depending on the method prescribed by law for adoption by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget. For a taxing unit, other than a school district, the vote on the ordinance, resolution, or order setting a tax rate that exceeds the no-new-revenue tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution, or order. According to the Texas Tax Code 26.05(b), a motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the no new revenue tax rate must be made in the following form: "I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the no-new-revenue tax rate) percent increase in the tax rate."

According to Texas Tax Code 26.05(a), each component of the tax rate (M&O and I&S) must be approved separately. The statute does not state that separate motions are needed, so clarifying verbiage is added to the ordinance to separate the two components.

For Tax Year 2024, staff is proposing that City Council adopt a tax rate of \$0.6850 per \$100 of taxable assessed value, which is 6.72% above the 2024 No New Revenue tax rate of \$.641839.

Tax Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Tax Rate	\$0.8386	\$0.7980	\$0.7880	\$0.7880	\$0.7780	\$0.7680	\$0.7680	\$0.7100	\$0.6850	\$0.6850

Chris Thomas, Director of Finance, presented this item before City Council with explanation, noting the downward trend of the tax rate over the past 10 years. Council Member DeKeyzer expressed her concern on adopting the proposed No New Revenue Rate (\$0.760335) and recommended maintaining the current tax rate of \$0.6850 while pursuing reductions in budgeted expenditures. Council member Salter and Davis also voiced their concern about adopting the No New Revenue Rate. Discussion continued on the approved budget, noting it was developed based on the adoption of the No New Revenue Rate as recommended by staff, and that keeping the same tax rate would cause the budget to be unbalanced. City Manager Junru Roland clarified that maintaining the current tax rate would require the City to draw on reserve funds to sustain existing service levels. Council Member Vela cautioned that by not adopting the No New Revenue Rate and keeping the tax rate at \$0.6850, the City would most likely face the same situation next year. Council discussed the potential impact of using reserve funds if the current tax rate was maintained. Mr. Thomas explained that in the event of a hurricane, those reserves would not be available to address disaster-related needs. Mayor Adame noted that during previous budget workshops, the only feasible cuts identified in the budget were too minimal to have a significant impact, which led to the recommendation of adopting the No New Revenue Rate. Council members DeKeyzer and Salter maintained that they were in favor of further reducing expenditures rather than adopting the No New Revenue Rate.

Council member Garivey moved to adopt and levy the ad valorem tax rate for Tax Year 2025 (FY26), commencing October 1, 2025, and ending September 30, 2026, be adopted at a rate of **\$0.700635** per \$100 of valuation. Seconded by Council member Vela; motion failed with members Vaughn, Davis, DeKeyzer and Salter voting No.

Council member DeKeyzer moved to adopt and levy the ad valorem tax rate for Tax Year 2025 (FY26), commencing October 1, 2025, and ending September 30, 2026, be adopted at a rate of **\$0.685000** per \$100 of valuation. Seconded by Council member Salter; motion carried with all members present voting Aye and Council members Garvey and Vela voting No.

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 Vela requested a workshop to discuss commercial vehicles being parked and repaired on public roadways.

Council member DeKeyzer also requested a workshop to discuss Ms. Beasley's public comment regarding parking on bike lanes and hike and bike trails.

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced 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 Salter announced the Fire Department Open House will be October 4, 2025, from 10:00 a.m. to 2:00 p.m.

EXECUTIVE SESSION

Executive Session was called for earlier in the agenda, immediately following the vote on Ordinance 25-P.

Section 551.071(2) of the Local Government Code provides as follows: Attorney consultation to receive attorney advice in connection with the City's legal rights, duties, privileges, and obligations related to the ongoing negotiations of a Collective Bargaining Agreement.

Mayor Adame closed the meeting to Executive Session at 7:20 p.m.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 8:05 p.m.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:32 p.m.

PASSED and APPROVED the 18th of September 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/18/2025

Department: Police Department

Contact: Dixie Roberts, Asst. City Manager/City Secretary, Robert Lee, Police Chief

Agenda Item: Consider Resolution 25-R-22, accepting a \$15,000.00 donation from the Southeast Texas Housing Finance Corporation (SETH) to the City of Alvin Police, Fire, and EMS Departments.

Type of Item: Resolution

Summary: The Southeast Texas Housing Finance Corporation (SETH) is the owner of Stonegate Apartments, and is actively involved in helping the Alvin community. Stonegate is an apartment community located at 1277 Dickinson Road featuring a 160-unit affordable housing development that leases 75% of the units to families whose incomes are below 60% of the Area Mean Income (AMI), and the other 25% of the units are leased to market renters. SETH is donating \$5,000 each to the Alvin Police, Fire, and EMS Departments for a total donation to the City of \$15,000. This donation will be used for community outreach, recruiting, and the purchase of equipment.

The City's donation policy requires donations to the City, valued at a sum of \$5,000 or greater, be accepted by Resolution of the City Council.

Resolution 25-R-22 is the formal acceptance of this donation. Staff recommends approval.

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☒ N/A ☐

Funding Account: 123-401010, 213-401010, 111-401010 **Amount:** \$15,000 **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 9/8/2025 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 9/15/25

Supporting documents attached:

1. Res 25-R-22; Accepting \$15,000 donation from SETH to APD, AFD, EMS
-

Recommendation: Move to approve Resolution 25-R-22, formally accepting the \$15,000 donation from the Southeast Texas Housing Finance Corporation (SETH) to Alvin Police, Fire, and EMS Departments.

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 25-R-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE DONATION OF FIFTEEN-THOUSAND DOLLARS (\$15,000) FROM THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION (SETH) TO THE ALVIN POLICE, FIRE AND EMS DEPARTMENTS; AND PROVIDING FOR OTHER RELATED MATTERS THERETO.

WHEREAS, the Southeast Texas Housing Finance Corporation has indicated their intent to donate Five Thousand Dollars (\$5,000) each to the Alvin Police Department, Alvin Fire Department, and Alvin Emergency Services (EMS) Department, for a total donation to the City of Alvin in the amount of Fifteen-Thousand Dollars (\$15,000); and

WHEREAS, the City of Alvin welcomes support from the community to assist and promote the Alvin Police Department, Alvin Fire Department, and Alvin EMS; and

WHEREAS, City Council desires to accept this donation and express their appreciation to the Southeast Texas Housing Finance Corporation;

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 expresses their appreciation to the Southeast Texas Housing Finance Corporation and accepts the donation of Fifteen-Thousand Dollars (\$15,000).

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 18th day of September 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/18/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider an Interlocal Agreement between the City of Alvin and the City of Hillcrest Village for the provision of fire protection and emergency medical services, for a term beginning October 1, 2025, and ending September 30, 2028; and authorizing the City Manager to sign the Agreement.

Type of Item: Contract/Agreement

Summary: In 2010, the City of Alvin and the City of Hillcrest Village entered into an interlocal agreement. Under the agreement, the *Alvin Volunteer Fire Department* and *Emergency Medical Services* provide firefighting operations and emergency medical services, respectively, to the citizens of Hillcrest Village. In response, the City of Hillcrest Village is required to compensate the City \$40,000 annually.

At the beginning of the year, the City Manager and staff met with the Mayor and administration staff of Hillcrest Village to discuss increasing the annual compensation to the City of Alvin. As part of the analysis of the annual payment, we evaluated: the increase in the City of Hillcrest Village's property values, the current tax rate of the Brazoria County Emergency Service District (ESD) -- should Hillcrest Village have elected to terminate the current contract with the City to levy a tax on its residences and receive services from the ESD -- and the increase in the City's cost to provide services to Hillcrest Village. Taking all of this together, the following annual payment structure was agreed to by staff and the City of Hillcrest Village:

Hillcrest Village will compensate the City of Alvin in the following amounts:

- \$48,630.00 in 2025 (payment due by December 31, 2025)
- \$55,260.00 in 2026 (payment due by December 31, 2026)
- \$61,890.00 in 2027 (payment due by December 31, 2027)

Term:

The agreement is effective October 1, 2025, through September 30, 2028, unless terminated earlier by either party with ninety (90) days' written notice.

City of Hillcrest Village has already signed and approved this Agreement.

Staff recommends approval.

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:** 9/15/2025 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** _____

Supporting documents attached:

1. Interlocal Fire EMS Services; Hillcrest Village
 2. 2010 Hillcrest Village Agreement
-

Recommendation: Move to approve an Interlocal Agreement between the City of Alvin and the City of Hillcrest Village for the provision of fire protection and emergency medical services, for a term beginning October 1, 2025, and ending September 30, 2028; and authorizing the City Manager to sign the Agreement.

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

**AGREEMENT FOR FIRE PROTECTION & EMS SERVICES
BETWEEN THE CITY OF ALVIN
AND
THE CITY OF HILLCREST VILLAGE**

**STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §**

**I.
PARTIES TO THE AGREEMENT**

This Agreement is entered into by and between the City of Alvin, Texas (the "City"), a municipal corporation of Brazoria County and the City of Hillcrest Village, Texas ("Hillcrest"), a general rule city of Brazoria County, acting through their duly authorized Mayors pursuant to the terms of the Texas Government Code, Section 791.001 et seq., known as the "Interlocal Cooperation Act."

**II.
TERM OF THE AGREEMENT**

This Agreement shall become effective on October 1, 2025, and shall continue in effect until September 30, 2028, unless terminated earlier as provided below in Article VI.

**III.
CITY PERFORMANCE**

The City of Alvin Volunteer Fire Department shall operate a firefighting operation and the City's Emergency Medical Service shall operate an emergency medical first responder program to the citizens of Hillcrest. The City agrees to use its best efforts in carrying out its duties under this Agreement and represents that the quality of the fire protection and suppression services and the emergency services provided will be equal to the services provided to the citizens of Alvin.

The parties agree and acknowledge that the City shall, in its sole discretion, determine the manner in which to perform and deliver the services.

The City shall provide services within the city limits of Hillcrest.

IV.
HILLCREST OBLIGATIONS

In consideration of the City's performance of this Agreement, Hillcrest shall compensate the City in the amount designated as follows:

Forty-Eight Thousand six hundred thirty dollars and no/100 (\$48,630.00) in year 2025;

Fifty-five thousand two hundred and sixty dollars (\$55,260) in year 2026;

Sixty-one thousand eight hundred ninety dollars (\$61,890) in year 2027

pursuant to Article V - 'Method of Payment' of this contract.

V.
METHOD OF PAYMENT

The parties agree that Hillcrest shall remit payment to the City of Alvin in annual payments due on or before December 31, 2025, December 31, 2026, and December 31, 2027. In the event either party terminates the Agreement during the term, Hillcrest shall pay the installment amount due on a pro rata basis (the percentage of the term completed as of the termination date) on the next installment date or the date of termination, whichever is earlier.

The City of Alvin shall have sole discretion to determine how these funds are expended.

VI.
NOTICE OF TERMINATION

Either party to this Agreement may terminate the Agreement by providing ninety (90) days written notice to the Mayor of the other party.

VII.
CHANGES AND AMENDMENTS

Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing and signed by both parties.

VIII.
COMPLIANCE WITH LAW

The City shall comply with all regulations applicable to volunteer fire departments and to emergency medical operations as applicable and with all federal, state and local laws and regulations applicable to this Agreement. In the event of a conflict between such laws and regulations and the terms of this Agreement, precedence shall be given to the laws and regulations.

IX.
LEGAL AUTHORITY

The City of Alvin represents that it possesses the practical ability and legal authority to enter into this Agreement, receive and manage the funds authorized by this Agreement, and to perform the services the City is obligated to perform hereunder.

The City of Hillcrest Village represents that it possesses the practical ability and legal authority to enter into this Agreement and to pay the funds authorized by this Agreement.

- (1) The person signing this Agreement on behalf of the City warrants that he/she has been duly authorized by the City to execute this Agreement on behalf of the City and to bind the City to all terms herein set forth.
- (2) The person signing this Agreement on behalf of Hillcrest warrants that he/she has been duly authorized by Hillcrest to execute this Agreement on behalf of Hillcrest and to bind Hillcrest to all terms herein set forth.

X.
LIABILITY

Nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice & Remedies Code, or other law.

Neither the City of Alvin nor the City of Hillcrest Village may waive or limit any grounds or basis of immunity or limitation of liability as a political subdivision or as a volunteer or emergency organization (as the case may be), including, but not limited to, the Texas Tort Claims Act, Chapter 101, Civil Practice & Remedies Code, or other law.

XI.
NO ASSIGNMENT

This Agreement shall not be assigned by either party regarding delivery of necessary fire protection and suppression services or other emergency services by the City.

XII.
ORAL AND WRITTEN AGREEMENTS

All prior oral and written agreements relating to the subject matter of this Agreement have been reduced to writing and are incorporated in this Agreement.

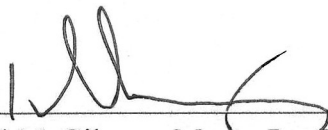
**XII.
ENTIRE AGREEMENT**

This agreement shall take the place of and supersede any previous agreements. It shall only be amended in writing and signed by both parties.

IN WITNESS THEREOF, the parties have caused the Agreement to be duly executed on this the _____ day of September 2025.

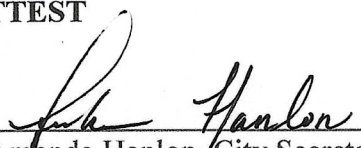
CITY OF HILLCREST VILLAGE

CITY OF ALVIN

By: 
Kendall McGilvray, Mayor Pro Tem

By: _____
Junru Roland, City Manager

ATTEST


Amanda Hanlon, City Secretary

ATTEST

Dixie Roberts, City Secretary

**AGREEMENT FOR FIRE PROTECTION & EMS SERVICES
BETWEEN THE CITY OF ALVIN
AND
THE CITY OF HILLCREST VILLAGE**

rec 1-5-10
scan
m+c
City
Cmr.
Police
Fire
EMS
Finance
Orig: City Clerk

STATE OF TEXAS §
COUNTY OF BRAZORIA §

**I.
PARTIES TO THE AGREEMENT**

This Agreement is entered into by and between the City of Alvin, Texas (the "City"), a municipal corporation of Brazoria County and the City of Hillcrest Village, Texas ("Hillcrest"), a general rule city of Brazoria County, acting through their duly authorized Mayors pursuant to the terms of the Texas Government Code, Section 791.001 et seq., known as the "Interlocal Cooperation Act."

**II.
CITY PERFORMANCE**

The City of Alvin Volunteer Fire Department shall operate a fire fighting operation and the City's Emergency Medical Service shall operate an emergency medical first responder program to the citizens of Hillcrest. The City agrees to use its best efforts in carrying out its duties under this Agreement, and represents that the quality of the fire protection and suppression services and the emergency services provided will be equal to the services provided to the citizens of Alvin.

The parties agree and acknowledge that the City shall in its sole discretion determine the manner in which to perform and deliver the services.

The City shall provide services within the city limits of Hillcrest.

The City shall provide Hillcrest with a monthly emergency services report that includes a separate accounting of all fire and emergency activity within the city limits of Hillcrest.

**III.
HILLCREST OBLIGATIONS**

In consideration of the City's performance of this Agreement, Hillcrest shall compensate the City for the services to be provided by the City in the amounts agreed to and as stated below:

The contract amount shall be that amount that is established annually and agreed upon by the parties.

During the original term of this Agreement, the compensation to be paid by Hillcrest to the City of Alvin is Forty Thousand Dollars and no/100 (\$40,000.00) on or before September 30, 2010. It is the intent of the parties to negotiate the compensation for each subsequent term, and to execute an addendum reflecting the agreed-upon compensation. In the event that an addendum is not executed at the beginning of a term, the previous term's compensation amount shall apply until such addendum is executed, unless otherwise agreed upon by the parties.

IV. METHOD OF PAYMENT

The parties agree that Hillcrest shall remit payment to the City of Alvin in quarterly installments, with the initial payment due on or before December 31, 2009. Additional installment payments shall be due on or before March 30, 2010, June 30, 2010 and September 30, 2010, unless terminated earlier as provided below.

In the event either party terminates the Agreement during the term, Hillcrest shall pay the installment amount due on a pro rata basis (the percentage of the term completed as of the termination date) on the next installment date or the date of termination, whichever is earlier.

The City of Alvin shall have sole discretion to determine how these funds are expended.

V. AGREEMENT TERM

This Agreement shall become effective on October 1, 2009, and shall continue in effect until September 30, 2010, after which, it shall automatically renew for additional one (1) year terms, unless terminated earlier as provided below.

VI. NOTICE OF TERMINATION

Either party to this Agreement may terminate the Agreement by providing sixty (60) day's written notice to the Mayor of the other party.

VII. CHANGES AND AMENDMENTS

Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing, and signed by both parties.

VIII.
COMPLIANCE WITH LAW

The City shall comply with all regulations applicable to volunteer fire departments and to emergency organization (as the case may be), including, but not limited to, the Texas Tort Claims Act, Chapter 101, Civil Practice & Remedies Code, or other law.

IX.
LEGAL AUTHORITY

The City of Alvin represents that it possesses the practical ability and legal authority to enter into this Agreement, receive and manage the funds authorized by this Agreement, and to perform the services the City is obligated to perform hereunder.

The City of Hillcrest Village represents that it possesses the practical ability and legal authority to enter into this Agreement and to pay the funds authorized by this Agreement.

- (1) The person signing this Agreement on behalf of the City warrants that he/she has been duly authorizing by the City to execute this Agreement on behalf of the City and to bind the City to all terms herein set forth.
- (2) The person signing this Agreement on behalf of Hillcrest warrants that he/she has been duly authorized by Hillcrest to execute this Agreement on behalf of Hillcrest and to bind Hillcrest to all terms herein set forth.

X.
LIABILITY

Nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice & Remedies Code, or other law.

Neither the City of Alvin nor the City of Hillcrest Village may waive or limit any grounds or basis of immunity or limitation of liability as a political subdivision or as a volunteer or emergency organization (as the case may be), including, but not limited to, the Texas Tort Claims Act, Chapter 101, Civil Practice & Remedies Code, or other law.

**XI.
NO ASSIGNMENT**

This Agreement shall not be assigned by either party regarding delivery of necessary fire protection and suppression services or other emergency services by the City.

**XII.
ORAL AND WRITTEN AGREEMENTS**

All prior oral and written agreements relating to the subject matter of this Agreement have been reduced to writing and are incorporated in this Agreement.

**XII.
ENTIRE AGREEMENT**

This agreement shall take the place of and supersede any previous agreements. It shall only be amended in writing and signed by both parties.

IN WITNESS THEREOF, the parties have caused the Agreement to be duly executed on this the 6th day of January, 2010.

HILLCREST VILLAGE

By: _____

Tom Wilson, Mayor

CITY OF ALVIN

By: _____

Gary Appelt, Mayor

ATTEST

By: _____

Kayla Knippa
City Secretary/Clerk

ATTEST

By: _____

Thomas W. Peebles, City Clerk



AGENDA COMMENTARY

Meeting Date: 9/18/2025

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider Ordinance 25-Y, amending Chapter 17.5, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Chapter 17.5–2, Definitions, amending Section 17.5–5, Exceptions and Exemptions, and amending Section 17.5–18, Fees, to provide a permit process for temporary signs for garage sales; providing for publication; providing for severability; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: During the City Council Workshop on August 12, 2025, Councilmember Davis shared concerns from her constituents pertaining to the City's Ordinance not allowing temporary off-premises garage or estate sale signs. Following the Workshop, City staff met with Councilmember Davis to discuss options for ordinance revisions that would provide a permit process for a maximum of (3) three temporary off-premise garage or estate sale signs per individual event. The proposed revisions include:

- Changed “Enforcement” to “Compliance” throughout.
- 17.5 - 2. Definitions — Added a definition of “Estate Sale.”
- 17.5 - 5. Exceptions and exemptions (7) – Inserted requirements for Temporary Off-Premises Garage/Estate Sale Signs.
- 17.5 - 18. Fees (a) – Added “garage sales, estate sales”

Staff's recommendations were presented to City Council at the September 4, 2025, Workshop.

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: 9/15/225 SLH
	Date Completed: _____

Supporting documents attached:

1. Chapter 17.5 - SIGNS - Redlined From Code For Reference
2. 25-Y; Amending Chapter 17.5 Signs; redlined
3. 25-Y; Amending Chapter 17.5 Signs - Clean Copy

Recommendation: Move to approve Ordinance 25-Y, amending Chapter 17.5, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Chapter

17.5–2, Definitions, amending Section 17.5–5, Exceptions and Exemptions, and amending Section 17.5–18, Fees, to provide a permit process for temporary signs for garage sales; providing for publication; providing for severability; and setting forth other provisions related 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

Chapter 17½ SIGNS¹

ARTICLE I. IN GENERAL

Sec. 17½-1. Scope.

The provisions of this chapter shall apply to all signs, as that term is defined herein, within the corporate limits of the City of Alvin, Texas, as defined by Chapter 42 of the Local Government Code, as the same may be hereafter amended.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-2. Definitions.

The following definitions shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means any on-premises sign, or any part thereof, which identifies or advertises a business, product, accommodation, service or activity that has ceased to operate on the premises upon which the sign or sign structure is located.

Advertising means to seek the attraction of or to direct the attention of the public to any goods, services or merchandise whatsoever.

Air Dancer means an inflatable moving advertising product comprised of a long fabric tube (with two (2) or more outlets), which is attached to and powered by an electrical fan. Air dancers are also known and sold under names which include, but are not limited to, "tube man," "skydancer," "Tall Boy," etc.

Banner means a temporary sign made of flexible materials, attached or suspended from one or more corners, with rope, wire, nails or other temporary means, so as to allow for ease of installation and removal, and which contains some form of advertising, announcement, design, logo or other message. Banners are prohibited, with very limited exceptions (see exceptions and exemptions, section 17½-5(18) and special event signs, section 17½-58). Banners shall not be considered in lieu of permanent wall signs.

Business establishment means a project or undertaking which involves the use of any property, building or structure, permanent or temporary, for the primary purpose of conducting on the property a legitimate commercial

¹Ord. No. 22-I, adopted March 3, 2022, is being treated as superseding provisions previously codified this chapter. Former ch. 17½ pertained to the same subject matter, consisted of §§ 17½-1—17½-5, 17½-10—17½-15, 17½-18—17½-24, 17½-29—17½-41, 17½-56—17½-62, 17½-67, and derived from Ord. No. 04-TT, adopted October 7, 2004; Ord. No. 05-G, adopted March 17, 2005; Ord. No. 06-R, adopted March 16, 2006; Ord. No. 06-L, adopted February 16, 2006; Ord. No. 06-V, adopted May 18, 2006; Ord. No. 07-E, adopted August 2, 2007; Ord. No. 07-O, adopted June 2, 2007; Ord. No. 07-BBB, adopted November 15, 2007; Ord. No. 10-N, adopted October 21, 2010; Ord. No. 13-R, adopted June 6, 2013; Ord. No. 13-XX, adopted November 12, 2013; Ord. No. 14-I, adopted April 24, 2014; Ord. No. 16-AA, adopted November 3, 2016; and Ord. No. 18-J, adopted July 19, 2018.

State law reference(s)—Highway beautification, V.T.C.A., Transportation Code, ch. 391 et seq.

enterprise, or other non-residential use, in compliance with all ordinances and regulations of the Ccity. Multiple services and/or goods offered by a business establishment shall be considered one business establishment for purposes of this chapter.

Business frontage means the linear measurement of the side of the building that contains the primary entrance of the building

Code ~~Enforcement~~-Compliance Officer means the code official that is designated for the permitting and inspecting of temporary signs within the Ccity.

Double-faced sign means a single sign with two (2) parallel sign faces back-to-back.

Estate Sale means the public sale of personal property from a residential property to liquidate a large portion of a person's belongings.

Flag means a square or rectangular piece of cloth or similar material attached along one edge to a flagpole and used as the symbol or emblem of a country or institution or as a decoration during public festivities.

Feather flag means a freestanding flexible or rigid pole (not a flagpole) temporarily mounted in the ground to which one side of a flexible fabric in the shape of a feather or similar shape, is attached and which is used for the primary purpose of advertising or attention getting. Feather flags are also known and sold under names which include, but are not limited to, "feather sign," "feather banner," "feather banner sign," "quill sign," "banana banner," "blade banner," "flutter banner," "flutter flag," "bow flag," "teardrop banner," etc. This definition includes functionally similar display devices. Feather flags are prohibited with limited exceptions (see section 17½-5(24).

Flagpole means a freestanding structure permanently mounted in the ground or on a building, and designed and constructed for the purpose of hanging flags.

Frontage means that portion of any tract of land that abuts a public street right-of-way.

Garage sale means the sale of items by a resident or group of residents at discount prices, conducted from a garage and/or yard, and which items offered for sale are used or discarded by or from those residents offering them for sale.

General right-of-way means a right-of-way that is not classified as a predominantly residential right-of-way.

Glare means emitted light that exceeds fifty (50) feet lambert.

Grand opening means the formal offering of a new business of its goods, wares, merchandise, service, entertainment, or activity, and shall involve only the time period beginning with the issuance of a certificate of occupancy issued by the Ccity, through a date no later than ninety (90) days after.

Inflatable means a sign of any size capable of being inflated with air, gas, hydrogen, helium, nitrogen or any other means. An inflatable can include, but is not limited to, latex balloons, mylar balloons or oversized balloons constructed so as to resemble a figure or object when inflated. Inflatables are prohibited with limited exceptions (see exceptions and exemptions, section 17½-5(18)(i) and special event signs, section 17½-58c).

Mobile food unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation or business establishment designed to be readily movable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth and is not defined as a new business upon relocation. A roadside food vendor is classified as a MFU.

Multiuse subdivision means an approved subdivision that is platted with all unrestricted reserves or a combination of unrestricted commercial or residential reserves.

New business means a business new to the premises on which it is located, a business having a change in ownership of fifty (50) percent or more, or the expansion of an existing building or structure if such expansion

increases the size of the area devoted to the primary use in building floor square footage by fifty (50) percent or more.

Non-profit organization means an incorporated organization which exists for educational or charitable reasons and from which its shareholders or trustees do not benefit financially. Non-profit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Outdoor advertiser means a person that owns one or more signs for the specific purpose of selling or leasing display space on those signs to other persons (e.g., a billboard company).

Person means an individual, company, corporation, partnership, association, or any other entity howsoever designated.

Predominantly residential right-of-way means a public right-of-way that is between two (2) intersecting public streets or that extends from a cul-de-sac or dead-end to its intersection with the nearest public street, and which contains a greater amount of residential structures than the number of business establishments/structures.

Premises means a lot or tract of land or a series of contiguous lots or tracts of land owned by the same person, and where it may be applicable to this chapter, the lot or tract of land that upon which a business establishment is located.

Public street means the entire width between property lines of any road, street, way, alley, bridge or other similar thoroughfare, not privately owned or controlled, when any part thereof is open to the public for vehicular traffic, and over which the Ccity or other similar public entity has legislative jurisdiction under its police power.

Reader board means a permanently constructed changeable copy bulletin board with electronic or detachable precut letters and figures that are lighted or unlighted.

Residential purposes means property devoted to use as a single-family or multifamily residence. Residential purposes shall include, but not be limited to, property used for houses, duplexes, townhouses, town homes and patio homes; property used for condominiums, apartments, hotels, motels and boarding houses shall not be considered as used for residential purposes. Property devoted to both residential and nonresidential use shall be considered as used for residential purposes.

Right-of-way means the surface, the air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the Ccity holds a property interest (fee title, easement, or otherwise) or over which the Ccity exercises any rights of management or control.

Roof line means the height above finished grade of the upper beam, rafter, ridge or purlin of any building.

Secure means to fix, fasten, tie or attach firmly in place so as not to give way, become loose or be lost.

Shopping center or integrated development means a development consisting of two (2) or more interconnected business establishments using common driveways and on-site parking facilities.

Sign means any structure, part thereof or device or inscription which is temporarily or permanently located upon, attached to or painted or represented on any land or on the outside of any building or structure or on an awning, parapet, canopy, marquee or similar appendage or affixed to the glass on the outside of the building or structure and which displays or includes any numeral, letter, word, model, banner, pennant, balloon, inflatable, feather flag, air dancer, handheld sign, A-frame, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, string of lights or other representation used as or in the nature of an announcement, advertisement, attention arrestor, direction, warning or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business, profession, enterprise, industry, activity or any combination thereof. Where the term "sign" is used in this chapter without further modification, the term shall be understood to embrace all regulated signs and replicas. The term "sign" shall include the sign structure.

Sign Administrator means the building official or representative that is designated for the permitting and inspecting of permanent signs within the City.

Sign area means the total square footage of all sign facing, including that portion of the supporting structure or trim that carries any wording, symbols, identifying color, or pictures; provided, however, in the case of double-faced signs, only one face shall be computed to determine sign area.

Sign facing or *sign surface* means the surface of any sign upon, against, or through which the message is displayed or illustrated; provided, however, for signs in which the words, letters, or symbols are independently mounted, the sign surface shall mean the outside dimension of the area containing all the individual words, letter and symbols.

Sign height means the overall vertical measurement of an entire sign, inclusive of its base, foundation and any structural components, from a point level with the finished grade of the property line nearest to the point where the sign is, or is intended, to be displayed, to a point at the uppermost portion of the sign and all of its components.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-3. Sign classifications.

(a) For purposes of this chapter a sign shall be classified first as either an "on-premises sign" or an "off-premises sign" as defined below:

Off-premises sign means any sign placed at a location other than the specific premises or business establishment to which it relates, provides information concerning or advertises on behalf of.

On-premises sign means any sign that provides information for, identifies or advertises a business, person, or activity and is installed and/or maintained on the same premises as such business, person, or activity.

(b) All signs shall be further classified into one or more of the following types of signs:

A-frame sign means a triangular, free standing, movable, self-supporting temporary sign constructed of wood, plastic, or metal not permanently anchored to the ground with no more or less than two (2) faces of equal lengths, each joined at their top along one straight line edge to form an apex and separated at the bottom allowing it to stand freely on the ground and to be repositioned by an individual without mechanical aid. This definition shall include, but are not limited to, signs commonly referred to as "sidewalk signs," "sandwich board signs," "A-board signs," and/or "curb signs."

Awning means a shelter supported entirely from the exterior wall of a building.

Awning sign means a sign whose message is directly applied, attached, or painted onto an awning of a building.

Canopy means a roof-like structure designed to provide protection for objects, pedestrians, and vehicles.

Canopy sign means a sign mounted on or attached to a canopy.

Civic sign means a sign that identifies a nonprofit institution or organization that contains:

- (1) The name of the institution or organization;
- (2) The name of the person connected with it; and/or
- (3) Greetings, announcements of events or activities occurring at the institution or similar message.

Directional sign means any sign that directs, instructs, or routes the reader to a location without using any lettering, words or other advertising copy other than the name of the business or the business logo and one directional arrow.

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Electrical sign means any sign containing electrical wiring or utilizing electric current, but not including signs illuminated by an exterior light source.

Ground sign or freestanding sign means any sign supported by one or more columns, poles, uprights, or braces anchored in or on the ground and not attached to any building.

Handheld sign means any sign that is not self-supporting and is carried by or is under the immediate control of a person and shall include sandwich-board signs and persons in costume or otherwise dressed to call attention to a business.

Identification sign means any sign which carries only the firm, business, or corporate name, the major enterprise on the premises, or the principal products offered for sale on the premises.

Irregular sign means a separately mounted sign on one supporting structure.

Kiosk signs means any off-premises sign plaza structures which are approved by the Sign Administrator or designee, located within the City limits, which provide directions to subdivisions, homebuilders and City facilities, installed and maintained by the City or a contractor authorized by the City.

Marquee sign means a permanently constructed changeable copy bulletin board either lighted or unlighted with detachable precut letters and figures.

Monument sign means any ground sign less than six (6) feet from the natural ground level to the top of the sign and whose entire bottom edge is permanently fixed and mounted to the ground in a secure and lasting manner. Multifaced sign means a single sign with two (2) or more faces that are not parallel or back-to-back.

Multifaced sign means a single sign with two (2) or more faces that are not parallel or back-to-back.

Parapet sign means any sign of a business establishment that is attached to, or painted upon, a low wall or railing that is attached to a building or other structure and that extends above the structural roofline of the building.

Permanent sign means any sign designed to be attached or installed by any permanent means. Permanent signs may include, but are not limited to, wall signs, monument signs, pole signs, painted signs, electric signs, etc.

Portable sign means any sign designed or constructed to be easily moved from one location to another, including, but not limited to, signs mounted upon or designed to be mounted upon a trailer, bench, wheeled carrier, A-frame, or other nonmotorized structure and typically allows for some alteration of the text of any displayed message or copy. A portable sign which has its wheels removed shall still be considered a portable sign hereunder (Prohibited).

Projecting sign means any sign which is affixed or attached to and supported solely by a building, wall or like structure, or parts thereof, extending more than eighteen (18) inches and the angle of incidence which to the building, wall, or structure, or parts thereof, is greater than forty-five (45) degrees.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and public meeting dates.

Snipe sign or bandit sign means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, stakes, fences, utility poles or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located (Prohibited).

Spectacular sign means any sign that rotates, oscillates, is animated, contains any moving parts, or contains flashing lights, including lights flashing in sequence to simulate movement. A reader board shall not be considered a spectacular sign (Prohibited).

Temporary sign means any sign constructed of cloth, light fabric, cardboard, wall board, plywood, or other light materials and designed to be attached or installed by any temporary means so as to allow ease of installation and removal. Temporary signs are prohibited with limited exceptions.

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Temporary builder sign means a temporary sign (see above) of no more than six (6) square feet that may be displayed by any home builder currently and actively engaged in any permitted residential development project within the Ccity. These signs may be displayed off-premises from the residential development, but only on private property and only between the hours of Thursdays at 6:00 p.m. and Mondays at 7:00 a.m. Such signs may not be placed in any right-of-way or Ccity easement.

Vehicular sign means any sign, including, but not limited to, banners, A-frame and/or feather flags, on or in any vehicle or trailer that is parked for any amount of time, incidental to its principle use for transportation. This definition shall not include signs or lettering on company vehicles that advertise only the company name, address, and phone number. This definition exempts vehicle wraps and magnetic signs on the sides and rears of cars. Vehicular signs are prohibited.

Wall sign means all flat signs, either of solid face construction or individual letters, symbols, or pictures, which are placed against any exterior, load-bearing wall of any building or structure, extending not more than twelve (12) inches from the face of such building or structure, that is parallel to the building or structure, and having the advertisement on one face only; inclusive of any sign that is painted, drawn or written on the same described type of wall of a building or structure.

Warning sign means any sign posted on private property containing thereon a regulatory warning notice and upon which no advertising matter is displayed.

(Ord. No. 22-I, § 1, 3-3-22; Ord. No. 23-G, § 1, 4-20-23)

Sec. 17½-4. Violations and penalties.

Any person, including the owner, permit holder, lessee or tenant of real property upon which the sign is located, who violates any provision of this chapter shall be guilty of a misdemeanor and upon conviction thereof by a court of competent jurisdiction shall be punished by a fine prescribed by section 1-5. Each and every day any such violation continues or is allowed to exist shall constitute a separate offense. In addition, the Ccity Attorney and/or the City Council is authorized to take all legal and/or equitable action necessary to enforce compliance with this chapter.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-5. Exceptions and exemptions.

The below-listed classes of signs are allowed to be erected or placed within the Ccity:

(1) Signs which advertise the sale or lease of real property provided that:

- a. With respect to a sign located on a predominantly residential right-of-way, the dimension does not exceed six (6) square feet per sign face and with respect to a sign located on a general right-of-way, the dimension does not exceed thirty-two (32) square feet per sign face;
- b. The height does not measure more than six (6) feet above ground level;
- c. With respect to on-premises signs the sign is displayed on the property for sale or lease and only one sign is placed on each street frontage and may not be placed in a right-of-way or easement;
- d. No off-premises signs are permissible for the advertisement of any property for lease or sale;
- e. These signs shall be maintained in good repair and legible condition; and
- f. Signs shall be removed immediately upon being leased, rented or sold.

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- (2) Signs or markers giving information about the location of underground electric transmission lines, telegraph or telephone properties and facilities, pipelines, public sewers or sewer lines, or water lines or other public utilities.
- (3) Signs erected by an agency of the state or a political subdivision of the state, which may or may not be located on public property.
- (4) On-site directional signs and street identification signs not exceeding two (2) square feet which denote the entrance, exit, direction of traffic flow, provided such directional signs do not contain advertising and are not used as such.
- (5) Directional signs not over six (6) square feet per sign face for public, charitable or religious institutions provided that the same are located on the premises of such institutions, and no more than four (4) such signs are erected on the premises.
- (6) One (1) temporary construction sign denoting the architect, engineer, financial institution, contractor, or other principal parties when placed upon the site that is under construction provided that such sign is removed upon completion of the project.
- (7) ~~On-premises temporary signs advertising occasional noncommercial sales (including garage sales, patio and porch sales) limited to one sign for each right-of-way frontage of the premises; each not to exceed three (3) square feet, provided that such signs shall be removed within one day following the sale. Signs shall not be placed or located on public property, easements, utility poles, or at any off-premises location.~~
- (7) For occasional noncommercial sales (including garage sales, estate sales, yard, patio and porch sales), temporary signs are prohibited with the following exceptions:
- a. On-premises:
1. Limited to one sign for each right-of-way frontage of the premises where the noncommercial sale is taking place
2. On-premises signs shall not exceed three (3) square feet in sign area.
3. On-premises signs shall be removed within one day following the sale; and
4. On-premises signs shall not be placed or located on public property, easements or utility poles.
- b. Off-premises:
1. No such off-premises sign shall be erected unless a permit is first obtained from the Code Compliance Officer.
2. Off-premises signs shall not exceed six (6) square feet in sign area and must be constructed of posterboard, plastic, corkboard or similar materials. Cardboard boxes, plastic bins or other similar items may not be used as an off-premises sign.
3. The permit for such off-premises signs will be issued for a maximum of 3 days per sale not to exceed 1 sale per month with a permit required for each sale. A \$20 non-refundable application fee shall be assessed for each permit application.
4. The Code Compliance Officer will provide three (3) permit stickers with each approved permit. One (1) permit sticker shall be affixed to the front each off-premises sign, not to exceed three (3) off-premises signs for each approved permit.
5. Each participant in a community wide garage sale is required to have an individual permit for any off-premises signage.

Commented [LS1]: Or however many sales the council wants. Pearland does 2 per YEAR but I feel we should do a certain amount per month

Commented [LS2]: We don't have the amount inside the banner or feather flag. It's just put into Ch 28, so I'm not sure if this should be here or in Ch 28

Commented [LS3]: Not sure if the sticker should be affixed to the front or the back of the sign.

6. Off-premises signs shall not be placed or located on public property, easements or utility poles; and

7. Off-premises signs shall not be posted earlier than 5 a.m. on the first day of the event and must be removed by 8 p.m. on the final day of the event.

8. If any violations are found or exist, the Code Compliance Officer has the authority to issue citations and/or discretion to remove the sign without further notice to the property owner. Any temporary signs removed by the Code Compliance Officer will be immediately disposed of.

- (8) Professional name plates and occupational signs denoting only the name and occupation of an occupant in a commercial building or public institutional building and not exceeding six (6) square feet per sign area.
- (9) Identification name plates or signs on apartment houses, boarding or rooming houses or similar uses not exceeding two (2) square feet in sign area.
- (10) One (1) name plate denoting only the name of the occupants of a dwelling that does not exceed two (2) square feet in sign area and is not located closer than two (2) feet to the property line.
- (11) Memorial and/or historical signs as designated by federal, state, or local government.
- (12) Warning signs or trespassing signs on private property not exceeding six (6) square feet in sign area.
- (13) One (1) sign no more than sixteen (16) square feet in area erected in a private park to give information or to display park regulations.
- (14) On-site directional (non-advertising) signs located on a commercial site that are primarily directional in nature (i.e., traffic flow, entrance, exit, parking). Signs required by law which are necessary for operation of the business, and which contain no advertising matter are permitted. These signs are not counted in the overall footage limits.
- (15) Flags of the United States, State of Texas, or any other political subdivision; or any flag of a religious, fraternal, or charitable organization; flags of a historic, political, religious, or military nature displayed on private property with the consent of the property owner.
- (16) Any sign erected by the City of Alvin.
- (17) Company flags displaying only a commercial insignia, emblem, or wording provided such flag is affixed to a flagpole, are limited to one flag per business location and cannot exceed thirty-five (35) square feet in area.

Flags containing a commercial copy or logo, excluding the flags of any country, state, city, school, or church are prohibited in residential areas and on any residentially developed property.

a. Exceptions:

- 1. Flags used as subdivision signs.
- 2. Flags used for open house not to exceed seventy-two (72) hours, and no more than two (2) events per month.

- (18) For business establishments only, one temporary on-premises banner may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:

- a. No such banner shall be erected unless a permit is first obtained from the Code ~~Enforcement~~ Compliance Officer.
- b. Banner shall be constructed of either plastic, fabric or film.

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- c. Banner shall not exceed thirty-two (32) square feet and only one banner may be displayed with each permit.
 - d. The permit for such banner shall be issued for a maximum of twenty-eight (28) consecutive days four (4) times a year, with a permit for each occurrence. Each occurrence may be taken as one twenty-eight-day permit or divided into two (2) fourteen-day permits.
 - e. Banners shall be placed firmly against the wall of the building or placed between two (2) stakes in front of the address receiving permit.
 - f. At no time shall a banner project above the roofline or hang from awnings, attached with rope between pillars or poles of any building on the premises or in any right-of-way or easement. All banners mounted to buildings shall be flush mounted.
 - g. All banners shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly). All banners shall be tightly secured and attached at all four (4) corners and not obstructing the view of traffic.
 - h. If any violations are found or exist, the Code [Enforcement-Compliance](#) Officer has the authority to issue citations and/or discretion to remove the banner without further notice to the property owner. Any banners removed by the Code [Enforcement-Compliance](#) Officer will be immediately disposed of.
 - i. Any new business is allowed an additional fourteen (14) consecutive days within ninety (90) days from the date on the Certificate of Occupancy (see section 17½-59(c), special event signs, grand opening signs).
- (19) Temporary on-premises signs that commemorate recognized state holidays, only for a time period not to exceed thirty (30) days before, and ten (10) days after the holiday.
- (20) Special event signs as provided in section 17½-58 of this chapter.
- (21) A business establishment whose primary business is the retail sale of newly manufactured automobiles, newly manufactured motorized vehicles and/or equipment (e.g. recreational vehicles, tractors, heavy machinery, all-terrain vehicles, etc.) and that acts as an authorized, licensed dealership for the automobile manufacturer; may display the following types of permanent signage:
- a. One (1) ground sign for each business frontage for each specific vehicle manufacturer sold on the premises. The height of such signs shall be no greater than thirty-five (35) feet above grade and the sign surface area shall be no larger than three hundred (300) square feet. An additional one hundred (100) square feet of electronic reader board may be displayed as well.
 - b. One (1) main wall sign (or canopy sign) for each business frontage that does not exceed one hundred fifty (150) square feet in surface area. Such signs may be illuminated and are considered in addition to other signs permitted elsewhere in this chapter.
 - c. Such signs shall be restricted to advertising only the particular business(es) operating on the property on which the sign is installed.
 - d. No more than one on-premises freestanding sign.
- (22) Sculptures, statues, or works of art; provided, however, that such object or structure is not identifiable in any way by use of a trademark or logo, advertising, campaign link or other business activity.
- (23) Signs containing noncommercial messages or messages otherwise protected by the constitution of the United States or the State of Texas; provided, however, that there shall be no more than four (4) such signs on any one property and the total square footage of all such signs shall not exceed thirty-six (36) square feet.

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- (24) For any business establishment, one temporary on-premises feather flag may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:
- No such feather flag shall be erected unless a permit is first obtained from the Code [Enforcement Compliance](#) Officer.
 - Feather flag shall be constructed of plastic, fabric or film.
 - Feather flag shall not exceed thirty-two (32) square feet and only one feather flag may be displayed with each permit.
 - The permit for such feather flag shall be issued for a maximum of twenty-eight (28) consecutive days four (4) times a year, with a permit for each occurrence. Each occurrence may be taken as one twenty-eight-day permit or divided into two (2) fourteen-day permits.
 - At no time shall a feather flag project above the roofline or hang from awnings, attached with rope between pillars or poles of any building on the premises or in any right-of-way or easement.
 - All feather flags shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly). All feather flags shall be installed in a secure manner and not obstructing view of traffic.
 - If any violations are found or exist, the Code [Enforcement Compliance](#) Officer has the authority to issue citations and/or discretion to remove the feather flag without further notice to the property owner. Any feather flags removed by the Code [Enforcement Compliance](#) Officer will be immediately disposed of.
 - Any new business is allowed an additional fourteen (14) consecutive days within ninety (90) days from the date on the Certificate of Occupancy (see section 17½-58(c), special event signs, grand opening signs).
- (25) Handheld signs on private property with permission from the property owner and not displayed upon any public right-of-way, including, but not limited to, any public street, alley or other public property.
- (26) Any sign erected by bona fide religious, institutional, fraternal, or nonprofit organizations provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement.
- (27) Any sign erected by the Alvin-Manvel Area Chamber of Commerce provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement.
- (28) One temporary on-premises A-frame sign may be allowed and displayed on private property owned by any individual or group provided that:
- No such A-frame sign shall be erected unless a permit is first obtained from the Code [Enforcement Compliance](#) Officer;
 - A-frame sign shall be constructed of wood, plastic or metal with no more or less than two faces of equal lengths;
 - A-frame sign shall not exceed twelve (12) square feet and only one A-frame sign may be displayed during business hours with each permit;
 - Each permit for such A-frame sign shall be issued for one year from the date the permit is acquired;
 - At no time shall an A-frame sign be permanently anchored to the ground, project above the roofline or hang from awnings of any building on the premises, in any right-of-way or easement or obstruct the view of traffic;

- f. All A-frame signs shall be kept in good repair (i.e., not tattered, faded, or unsightly); and
- g. If any violations are found or exist, the Code [Enforcement-Compliance](#) Officer has the authority to issue citations and/or discretion to remove the A-frame sign without further notice to the property owner. Any A-frame signs removed by the Code [Enforcement-Compliance](#) Officer will be immediately disposed of.

(Ord. No. 22-I, § 1, 3-3-22; Ord. No. 23-G, § 1, 4-20-23)

Secs. 17½-6—17½-9. Reserved.

ARTICLE II. SIGN ADMINISTRATION

Sec. 17½-10. Enforcement authority.

The Building Official shall be the Sign Administrator charged with administering the terms and conditions of this chapter pertaining to permanent signage (permitting, regulating size, location, etc.). The Code [Enforcement-Compliance](#) Officer is charged with administering the terms and conditions of this chapter pertaining to temporary signage (permitting, regulating size, location, etc.). The Sign Administrator and/or Code [Enforcement-Compliance](#) Officer may enter any building, structure, or other premises or property between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, for the purpose of inspecting and investigating signs or sign structures; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life or severe property damage, and where the owner, agent or tenant in charge of the property is not available after the Sign Administrator and/or Code [Enforcement-Compliance](#) Officer have(s) made a good faith effort to locate same, the Sign Administrator and/or Code [Enforcement-Compliance](#) Officer may enter the aforementioned structures and premises at any time upon presentation of proper identification to any other person on the premises. Whenever the Sign Administrator and/or Code [Enforcement-Compliance](#) Officer shall enter upon private property, under any circumstances, for the purpose of inspecting and/or investigating signs or sign structures, which property has management in residence, such management, or the person then in charge shall be notified of [his/her/their](#) presence and shown [his/her/their](#) official credentials. Whenever the Sign Administrator and/or Code [Enforcement-Compliance](#) Officer is/are denied admission to inspect any premises, inspection shall be made under authority of a warrant issued by a magistrate authorizing the inspection for violation of this chapter. In applying for such a warrant, the Sign Administrator and/or Code [Enforcement-Compliance](#) Officer shall submit to the magistrate [his/her/ran](#) affidavit setting forth [his/her/their](#) belief that a violation of this chapter exists with respect to the place sought to be inspected [and his/her/their](#) reasons for such belief. Such affidavit shall designate the location of such place and the name of the person believed to be the owner, operator or occupant thereof. If the magistrate finds that probable cause exists [for a to search of](#) the premises in question, [he-they](#) shall issue a warrant authorizing the search, such warrant describing the premises with sufficient certainty to identify it. Any [such warrants so-issued](#) shall constitute authority for the Sign Administrator and/or Code [Enforcement-Compliance](#) Officer to enter upon and inspect the premises therein.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-11. Specific enumerated powers of sign officials.

- (a) The Sign Administrator's authority to administer and enforce the conditions of this chapter shall include, but not be limited to, the following specific enumerated powers as it pertains to permanent signage:
 - (1) Issuance of permits (new and renewal) and licenses pursuant to this chapter;

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- (2) Inspection and approval and/or rejection of permanent signs (new or existing);
 - (3) Issuance of stop work orders;
 - (4) Initiation of revocation proceedings; and
 - (5) All powers not specifically enumerated herein necessary to enforce compliance with this chapter (permanent signage).
- (b) The Code [Enforcement-Compliance](#) Officer's authority to administer and enforce the conditions of this chapter shall include, but not be limited to, the following specific enumerated powers as it pertains to temporary signage:
- (1) Issuance of permits and licenses pursuant to this chapter;
 - (2) Inspection and approval and/or rejection of temporary signs (new or existing);
 - (3) Issuance of stop work orders;
 - (4) Initiation of revocation proceedings; and
 - (5) All powers not specifically enumerated herein necessary to enforce compliance with this chapter (temporary signage).

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-12. Stop work orders.

A Sign Administrator and/or Code [Enforcement-Compliance](#) Officer shall have authority to issue stop work orders in cases where a sign is being installed or constructed in violation of this chapter or any other ordinance of this [City](#). Upon issuance of a stop work order from the Sign Administrator and/or Code [Enforcement-Compliance](#) Officer, work on any sign that is being installed shall immediately cease. Such stop work order shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Following the issuance of a stop work order, the Sign Administrator and/or Code [Enforcement-Compliance](#) Officer shall initiate proceedings to revoke any permit issued for the work covered by such stop work order, consistent with the provisions of this chapter, unless the cause of the stop work order is resolved to the Sign Administrator's and/or Code [Enforcement-Compliance](#) Officer's satisfaction. Issuance of a sign erection permit or sign use permit shall not constitute a waiver of the Sign Administrator's and/or Code [Enforcement-Compliance](#) Officer's right to issue a stop work order, nor shall such constitute a waiver of this chapter or any other [City](#) ordinance.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-13. Sign removal and revocation procedures.

- (a) In case any sign is installed, erected, or maintained in violation of any term of this chapter, in addition to any other rights and remedies provided herein, a Sign Administrator and/or Code [Enforcement-Compliance](#) Officer shall give written notice of the violation to the owner, permittee or agent of the owner or permittee. Such notice shall order compliance with this chapter or removal of the sign. Written notice shall be given by certified mail or personally served upon the owner, permittee or owner's or permittee's agent. If the order is not complied with within ten (10) days of receipt of the notice, a Sign Administrator and/or Code [Enforcement-Compliance](#) Officer shall initiate proceedings to revoke the permit and/or remove the sign at the expense of the owner or permittee.

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- (b) Proceedings shall commence by calling for a hearing before the Building Board of Adjustments and Appeals ("BBOAA"), as the same may be hereafter designated. The person whose sign is under consideration shall be given at least ten (10) calendar days' written notice of the hearing and shall be permitted to present relevant facts and arguments regarding the pending revocation or removal. Following the hearing, the BBOAA shall consider the merits of the case and issue a written opinion. If the BBOAA finds that the sign does not comply with this chapter, it may revoke the permit or designate compliance within a specified period of time and order the Ccity to remove the sign if compliance is not affected within the specified time period recommended by the Board. The Board may also recommend immediate removal by the owner or permittee or the Ccity.
- (c) If, in the opinion of the Sign Administrator and/or Code Enforcement-Compliance Officer, the health, safety or welfare of the citizens is in immediate danger from a violation of this chapter, the Sign Administrator and/or Code Enforcement-Compliance Officer may immediately revoke the permit and remove the sign(s). In such case a hearing shall be held as soon as possible thereafter, but in no case later than three (3) business days after the date of the revocation and removal, unless the affected person submits a written request for a later date. In a hearing held under this subsection, the Board's authority shall include recommending the return of the sign if the facts warrant such action.
- (d) The provisions of this section shall be considered subordinate to any action taken by City Council, and not in lieu of the remedy provided by charging a violation of this chapter in municipal court, or any other remedy provided by law or in equity.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-14. Appeals to Ccity Council.

Any person wishing to appeal a decision of the BBOAA on the grounds that the decision misconstrues or wrongly interprets this chapter may, within ten (10) days after the decision, appeal the same to the City Council provided that the appealing party gives written notice of the appeal to the Ccity Secretary within the ten-day period. Such recourse and remedy are afforded to both the permit holder and the Ccity.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-15. Impounded signs.

Permanent signs removed in accordance with this chapter shall be transported to a location designated by the Ccity for storage. The Sign Administrator shall maintain records denoting the location of the signs when they were impounded and the date on which they were impounded and shall hold the same in the storage area for a period of not more than thirty (30) days. However, all temporary signs removed by the Code Enforcement-Compliance Officer will be immediately disposed of. Any sign so held may be redeemed by the owner upon payment of an impoundment fee and storage fee in an amount as set forth in chapter 28 of this Code. Such fees shall be in addition to and not in lieu of any fine imposed for a violation of this chapter. Any sign not redeemed within thirty (30) days of the impoundment date, or within ten (10) days of a decision of its conformance to this chapter, whichever occurs later, shall be considered abandoned property and shall become the property of the City of Alvin. Any such signs shall either be destroyed or transferred to surplus and sold or disposed of in the same manner as surplus property of the Ccity.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-16. Reserved.

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ARTICLE III. PERMITS

Sec. 17½-17. Sign permits.

- (a) *Sign permits required for permanent and/or temporary signage.* Unless provided otherwise in this chapter, it shall be unlawful for any person, to erect, place, rebuild, reconstruct, structurally alter, move, or use any sign within the City without first obtaining a sign permit and paying scheduled fee(s). Permits shall not be transferable and shall be valid only for the sign for which it is issued. In addition to the penalty provided in section 17½-4 of this chapter, any person convicted of erecting, placing, rebuilding, reconstructing, structurally altering, moving, or using a sign without a sign permit shall not be eligible to obtain any sign permit for a period one hundred eighty (180) days.
- (b) *Application requirements for sign permits pertaining to permanent signage.* Every person desiring a permit for a permanent sign required by this chapter shall file with the Sign Administrator, a written application on forms to be furnished by the City and signed by the applicant or a duly authorized officer or agent of the applicant. All such applications shall contain or require the following:
- (1) The name, address, and telephone number of the applicant and (if different) additionally the person who owns or will own the sign;
 - (2) The location (address or lot description) upon which the sign will be placed;
 - (3) The name of the person erecting the sign and all related support structures;
 - (4) Any electrical permits required for the sign;
 - (5) The notarized written consent of the owner or his/her duly authorized agent of the land, building, or structure on which the sign is to be erected (for off-premises signs permitted herein);
 - (6) A plan or plans drawn to scale which shall include the following:
 - a. The dimension of the sign and, where applicable, the dimension of the wall surface of the building to which it is to be attached;
 - b. The dimension of the sign's supporting members;
 - c. The maximum and minimum height of the sign;
 - d. The proposed location of the sign in relation to the face of the building in front of which it is to be erected;
 - e. The proposed location of the sign in relation to the boundaries of the lot upon which it is to be situated;
 - f. The location of all electrical transmission lines within thirty (30) feet of any part of such proposed sign structure; and
 - g. The position of the sign in relation to nearby buildings or structures and all street curb lines and sidewalks bounding any part of the lot upon which the sign is to be placed/erected.
 - h. Wind load calculations and engineered sealed drawings for all ground signs or freestanding signs with a sign area greater than three (3) feet by five (5) feet.
 - i. The position and location of all public rights-of-way, easements and public utility lines and easements.

(7) Such other information deemed necessary by the sign administrator to show compliance with this chapter and other ordinances.

- (c) *Issuance of permanent sign permits.* Upon the filing of an application for a sign permit, the plans, the specifications, and other data, as applicable, shall be examined by the Sign Administrator. If it appears that the proposed sign is in compliance with the requirements of this chapter and other applicable laws of the City, the Sign Administrator shall issue a sign permit to the applicant. With the exception of street banner permits, sign permits shall expire after one hundred eighty (180) days from the date of issuance. Failure to erect, reconstruct, alter, rebuild, or move a permitted sign (other than a street banner) within one hundred eighty (180) days of the granting of the permit shall mean the applicant must reapply for a new permit. A street banner permit shall expire one week after the civic event it advertises.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-18. Fees.

- (a) The sign permit fees for ground, freestanding, A-frame, banners, feather flags, garage sales, estate sales and all other signs, unless excepted, shall apply and must be paid by the applicant. The fees shall be as set forth in chapter 28 of this Code.

- (b) Reinspection fees shall be in an amount as set forth in chapter 28 of this Code.

(Ord. No. 22-I, § 1, 3-3-22; Ord. No. 23-G, § 1, 4-20-23)

Commented [LS4]: Need to add a fee for the garage/estate sale

Sec. 17½-19. Exceptions to permit requirements—Permanent signs.

A sign permit shall not be required for the following:

- (1) The changing of the advertising copy or message of a painted sign;
- (2) The changing of the advertising message or copy or message of an electrical sign, if such electrical sign is specifically designed for the use of replaceable copy;
- (3) The electrical, repainting, or cleaning maintenance of a sign; however, all electrical work will require an electrical permit; or
- (4) The repair of a sign; provided, however, that reinspection fees shall apply, and unless the sign is an existing, nonconforming sign (relative to this chapter), whereupon an inspection and assessment of the damage valuation shall be made by a Sign Administrator prior to any repairs being initiated.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-20. Special use permits.

- (a) The Building Board of Adjustments and Appeals ("BBOAA") shall be empowered to vary the provisions of this article if it appears that the provisions would work in manifest injustice, considering such factors as sign location and other pertinent factors. Such decision of the BBOAA should not however not, however, conflict with the spirit of this article; which is one of safety, provision of adequate light, open space and air, conservation of land and building values, and to encourage the most appropriate use of land. All requests to vary any sign regulations will require a special use permit, which requires approval by the BBOAA by a two-thirds (⅔) vote.
- (b) Non-refundable fee. An applicant for a special use permit shall pay a non-refundable fee, in ~~an~~ the amount provided for in the fee schedule in chapter 28.

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(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-21. Issuance of permits not waiver.

The issuance of a sign permit shall not constitute a waiver of any requirement of this chapter or any other applicable ordinance of the Ccity. The Ccity may avail itself of all lawful remedies in connection with violations of this chapter.

(Ord. No. 22-I, § 1, 3-3-22)

Secs. 17½-22—17½-28. Reserved.

ARTICLE IV. CONSTRUCTION, PLACEMENT AND MAINTENANCE

Sec. 17½-29. Structural requirements.

- (a) *Compliance with other ordinances.* All signs and sign structures shall comply with the applicable requirements of the other ordinances adopted by the Ccity.
- (b) *Transmission lines, minimum spacing.* All signs and sign structures shall have a minimum clearance of fourteen (14) feet vertically and shall have a horizontal clearance equal to its height from any transmission line carrying seven hundred fifty (750) volts or greater.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-30. Measurement of signs.

- (a) *Wall signs.* The sign facing or surface area of a wall sign shall be computed to include the entire area on a vertical wall and within a regular geometric form comprising all display area of the sign and all the applicable elements.
- (b) *Ground signs (freestanding sign).* The sign facing or surface area shall be computed to include the entire area within a regular geometric form comprising all the display area of the sign and the frame. Supporting structural members not bearing advertising matter, identifying color, symbols, wording or pictures shall not be included in computation of surface area, but shall be included in the measurement and determination of a sign's height.
 - (1) *Irregular signs.* In calculating the area of irregular signs or separately mounted signs on one supporting structure, the area shall be that of the smallest regular geometric form that will wholly contain all the elements including the frame.
 - (2) *Multifaced signs.* In calculating the area of multi-faced signs, all faces of a multifaced sign shall be included. Each V-shaped sign, the faces of which are mounted at forty-five (45) degrees or less, and double-faced or back-to-back signs, shall be considered a single sign for the purpose of measurement.
- (c) *Signs under canopies.* A sign under a canopy shall not exceed three (3) square feet (one (1) foot × three (3) feet) and must be at least eight (8) feet above the walkway.

(Ord. No. 22-I, § 1, 3-3-22)

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Sec. 17½-31. Projection of signs.

- (a) A supporting member of a sign shall be located at least three (3) feet from the property line of the property upon which it is situated.
- (b) No sign or any portion thereof shall project or extend more than two (2) feet from the exterior of the building to which it is affixed.
- (c) Signs projecting more than eighteen (18) inches from the face of the building or supporting structure over private property used or intended to be used by the general public shall have a minimum clearance of eight (8) feet above the pavement or finished grade.
- (d) No sign shall be attached to a building in such a manner that the sign surface, or any part thereof, exceeds in height the roofline or parapet wall of such building.
- (e) Building canopy signs must be flush mounted on the canopy and shall not project above or below the face of the canopy and shall not be of a height greater than fourteen (14) feet above finished grade.
- (f) Service station refueling canopy signs shall not project above or below the canopy fascia itself and shall not be of a height greater than twenty (20) feet above finished grade.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-32. Illumination of signs.

- (a) It shall be unlawful for any person to erect, structurally alter, relocate, or maintain any sign which creates glare upon a public street, sidewalk, or adjacent residential property.
- (b) Nonenergized signs may be illuminated from an independent artificial source provided such illumination is concentrated upon the area of the sign only and does not cause glare upon any street, driveway, parking area, or adjacent residential property. No strobe lights or flashing lights will be allowed, nor will electronic reader boards be permitted to flash or display anything other than letters, words, text copy and typographical symbols.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-33. Fire hazards.

- (a) It shall be unlawful for any person to erect, structurally alter, or relocate any sign in such manner as to obstruct or in all probability cause to obstruct:
 - (1) Ingress or egress;
 - (2) Lighting or ventilation;
 - (3) Firefighting;
 - (4) Escape from a building;
 - (5) Free passage from one part of a roof to any other part thereof.
- (b) It shall be unlawful for any person to attach any sign to an exterior stairway, fire escape, fire tower, or balcony serving as a horizontal exit.

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(c) It shall be unlawful for any person to erect, structurally alter, or relocate a sign in such manner that all or any portion of such sign or its supporting structure will interfere in any way with the free use of any fire escape, exit, or standpipe, or obstruct any required ventilator, door, or stairway.

(d) Any cloth sign or banner that is attached to a building shall be flame retardant.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-34. Traffic hazards.

It shall be unlawful for any person to erect, structurally alter, or relocate any sign in such manner as to constitute a hazard to pedestrian or vehicular traffic or in such manner as to obstruct free and clear vision, regardless of location, by reason of the position, shape, color or movement which may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device. Nor shall such sign make use of any word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse vehicular or pedestrian traffic. Further, any public display of any sign resembling, or once used as, a traffic control sign or other traffic device is expressly prohibited by this chapter.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-35. Prohibited signs.

Unless specifically authorized in another section of this chapter, signs of the following nature are expressly prohibited from and after the effective date of this chapter:

- (1) Off-premises signs; except that a business shall be allowed one off-premises directional sign. Any such sign must be a freestanding sign not exceeding sixteen (16) square feet and no more than six (6) feet in height. Such signs must be displayed upon private property and shall comply with the other provisions of this chapter.
- (2) Signs which contain statements, words, or pictures of an obscene, indecent, or immoral character as they will offend public morals or decency as determined by the ~~C~~city ~~C~~ouncil, and in accordance with relevant definitions of the Texas Penal Code.
- (3) Signs which advertise an activity, business, or service no longer conducted on the premises upon which the sign is located.
- (4) Signs which move or contain visible moving parts.
- (5) Banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, balloons, inflatables, feather flags or other similar devices, either individually or attached to a sign or building.
- (6) Signs attached to or located upon exposed amenities such as benches, trash containers, trees, shrubbery, fences, fence posts or any structure used or intended for any other purpose.
- (7) Any stereopticon or motion picture machine used in conjunction with or attached to any sign in such manner as to permit the images projected therefrom to be visible from any public street or sidewalk.
- (8) Snipe or bandit signs.
- (9) Spectacular signs, iridescent painted signs, signs with fluorescent colors and signs that make or create noise.
- (10) Temporary signs.
- (11) Portable signs.

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- (12) Handheld signs are prohibited upon any public rights-of-way, including, but not limited to, any public street, alley, or other public property.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-36. Signs on public property.

- (a) Except as provided in subsection (b and c), it shall be unlawful to erect, maintain, or place or cause to be erected, maintained or placed a sign upon, in, or above a public street, public sidewalk, public alley, public right-of-way, public curb or other public improvement in any public street or grounds, a public bridge or part of same, public building or structure or any other public place. Any such sign prohibited herein shall not be subject to the provisions of section 17½-13 and may be seized and impounded by the City in accordance with the provisions of section 17½-15 of this chapter.
- (b) Public athletic facilities may have signs attached to fences surrounding such facility to provide public information or team sponsor advertising. Except for scoreboards, such signs shall not project above the fence line and shall face the athletic facility.
- (c) Public parks. Public parks may have signs to give information and/or regulations concerning park use.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-37. Signs on predominantly residential rights-of-way.

The following restrictions shall apply to signs on predominantly residential rights-of-way in addition to any other requirements in this chapter:

- (1) Only one on-premises sign not exceeding six (6) square feet in sign area shall be permitted per property. For property that has multiple dwelling units, one additional sign totaling not more than thirty-two (32) square feet in sign area shall be permitted.
- (2) Signs may be placed anywhere on the premises except as restricted in this chapter. Signs may not project beyond any property line and, if ground mounted, the top shall not be more than five (5) feet above natural ground level. If building mounted, such signs shall be flush mounted and shall not project above the roofline.
- (3) Marquee panels are prohibited in platted residential areas with the exception of one reader panel erected for the sole use of the homeowner's association of the subdivision.
- (4) Subdivisions shall be allowed one permanent identification sign at each entrance. The total sign surface area at each entrance shall not exceed fifty (50) square feet.

Signs authorized by this section that do not exceed six (6) square feet in sign area shall not require a permit for installation and erection.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-38. Signs on general rights-of-way.

The following provisions and restrictions shall apply to signs adjacent to general rights-of-way in addition to any other requirements in this chapter. Only the following on-premises signs shall be allowed per property:

- (1) *Wall signs.*

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- a. *Size and number.* Two (2) wall signs are permitted for each business or integrated business development with an allowable total sign area equal to ten (10) percent of the total wall area. Exterior window signage, for purposes of this chapter, is included in this size computation for wall surface area and, likewise, any text affixed to windows shall be counted as part of the overall wall sign size. Any window used for signage shall remain at least fifty (50) percent unobstructed.
- b. *Location.* A wall sign shall not project above the roofline. The sign must be located on the site where the goods or services are offered.
- c. *Illuminated signs.* No wall sign may be illuminated if it faces a residential subdivision and is located less than fifty (50) feet from a residential property line.

(2) *Ground signs or freestanding signs.*

- a. *Size and number.* Except as provided below, one ground sign is permitted for each business or integrated business development on each street that abuts the tract or lot upon which the business or integrated business development is located. The allowable total sign area for each business shall be fifty (50) square feet, including the frame; provided, however, that a shopping center or integrated business development shall be limited to a total sign area of three hundred (300) square feet including the frame. In addition, each ground sign may have a reader board of up to forty (40) square feet attached to it. A reader board panel shall be treated as a ground sign or a component thereof. A business or integrated business development shall not be allowed to erect a ground sign or freestanding at any location that is contiguous to or located within three hundred (300) feet of any part of, a residential subdivision; rather, a monument sign shall be permitted. Monument signs containing reader board panels shall not exceed fifty (50) square feet in their entirety (overall sign surface area).
 - b. *Location and height.* A ground sign shall be set back so that no part of such sign overhangs public property or easements. The height, including any part of the sign or structure, shall not exceed twenty-five (25) feet in height above the highest finished grade at the front property line, or five (5) feet above the roofline of a business establishment, whichever is lower. The sign must be located on the site where the goods or services are offered.
 - c. *Open or empty panel spaces* must be filled with opaque, blank panels of the same color.
- (3) *Canopy signs.* one canopy sign is permitted for each business or integrated business development, and the specific sign area is limited to no more than twenty (20) percent of the total canopy area. Each directional surface of a canopy shall be considered one sign surface (e.g., a three-sided (u-shaped canopy) shall equate to three (3) sign surfaces). The edge of the canopy sign shall not extend beyond the length or width of the canopy to which it is attached.
- (4) *Awning signs.* one awning sign is permitted for each business or integrated business development, and the specific sign area is limited to no more than twenty (20) percent of the total awning area. Each directional surface of an awning shall be considered one sign surface (e.g., a three-sided (u-shaped awning) shall equate to three (3) sign surfaces).

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-39. Specific use signs.

On-premises wall and ground signs used to advertise bona fide religious, institutional, fraternal or nonprofit organizations shall be subject to the provisions set forth in section 17½-38. Such signs shall be maintained according to the provisions of this chapter and the currently adopted International Building Code.

(Ord. No. 22-I, § 1, 3-3-22)

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Sec. 17½-40. Signs on highway frontage.

All signs in this section shall comply within applicable state requirements. The following provisions and restrictions shall apply to signs adjacent to general rights-of-way in addition to any other requirements in this chapter. Only the following on-premises signs shall be allowed for each business establishment as defined in section 17½-2.

- (1) This section applies to business establishments located along the following highway areas; beginning at the Ccity limits on State Highway 35 North, continuing along State Highway 35 Bypass, and ending at the Ccity limits on State Highway 35 South ("the roadway").
- (2) Ground signs or freestanding signs.
 - a. Size and number. one on-premises sign is permitted for each business establishment. The total sign area shall be no greater than one hundred (100) square feet, including the frame. In addition, each sign may have a reader board attached to it with the total area no greater than seventy (70) square feet.
 - b. Location and height. The sign must be positioned to be viewable from the roadway and located within one hundred (100) feet of the right-of-way of the roadway. The height, including any part of the sign or structure, shall not exceed thirty-five (35) feet in height above the highest finished grade at the front property line. The sign must be located on the business establishment's site.
 - c. All signs shall comply with the applicable provisions of the most current editions of the International Building Code and National Electrical Code adopted by the Ccity.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-41. Temporary political signs on City-owned public property.

- (a) The purpose of this article is to provide reasonable regulations for political signs placed on Ccity--owned or controlled public property when such property is used as an election polling location. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.
- (b) Political signs shall not be placed on or within the right-of-way. This includes posting signs on trees, telephone poles, traffic signs and other objects in the right-of-way. Signs erected in the right-of-way or posing a traffic hazard, will be removed without prior notice.
- (c) A temporary political sign may be placed on public property that serves as an early voting polling location or an election day polling location. Only signs that refer to a candidate or issue that is on the ballot at a particular voting location may be placed at that voting location. A maximum of four (4) signs per candidate or issue may be placed at each polling location and must be self-supporting and stand alone in nature, not being attached to any other. Each temporary political sign may not:
 - (1) Exceed six (6) square feet per sign face.
 - (2) Exceed four (4) feet in height including any supporting instruments used for staking.
 - (3) Be illuminated or have any moving elements.
 - (4) Be within one hundred (100) feet of an outside door which a voter may enter the public building.
 - (5) Be placed in a location that creates a traffic hazard or obstructs traffic visibility.

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- (6) Be placed on the premises earlier than twenty-four (24) hours before the commencement of the voting period.
 - (7) Remain on the premises more than twenty-four (24) hours after the voting period has ended.
 - (c) All political signs posted on public property in violation of this section are hereby declared to be public nuisances and may be abated as such by the Ccity. All political campaign signs posted on public property shall be deemed to be abandoned and shall become the property of the Ccity and may be disposed of at the discretion of the Ccity.

(Ord. No. 22-I, § 1, 3-3-22; Ord. No. 24-L, § 1, 4-18-24)

Sec. 17½-42. Temporary political signs on private property.

Political signs may be placed on private property with the owner's permission ninety (90) days before an election and shall be removed within ten (10) days after the election.

(Ord. No. 24-L, § 1, 4-18-24)

Secs. 17½-43—17½-45. Reserved.

ARTICLE V. SIGN TYPES

DIVISION 1. GENERALLY

Sec. 17½-46. Painted signs.

Painted signs shall be on permanently weatherproofed materials and all sign surfaces shall be painted or treated with weatherproofed materials.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-47. Electrical signs.

Any electrical sign shall conform fully to the applicable requirements of the National Electrical Code (current edition), adopted by section 8-6 of this Code of Ordinances, and shall receive a permit under the provisions of the National Electrical Code (current edition) and this chapter. Electrical signs shall be mounted with internal support and structures.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-48. Abandoned signs.

Any on-premises or off-premises sign structure otherwise lawfully erected and maintained which has no copy, transcript, reproduction, model, likeness, image, advertisement, written material, is illegible, or has become unkempt or illegible for a period of ninety (90) consecutive days shall be considered to be in violation of this chapter and shall be rendered blank, restored to use or removed by the owner or permittee within thirty (30) days of receipt of notice from the Sign Administrator and/or Code Enforcement Compliance Officer. If the sign is not rendered blank, restored to use or removed within such time period, it shall be considered abandoned and subject to removal by the

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City. Any on-premises sign which no longer has a business purpose applicable to the property because of the closure of the business, change in business name or other reason rendering the sign nonapplicable to the property shall be removed or rendered blank by the owner or permittee within ninety (90) days from the date of the action that caused the sign to no longer have a business purpose.

A condition of approval for all sign permits shall be that the permit holder or owner of the building, or premises, at his own expense, removes all abandoned signs. New signs for a building or property on which an abandoned sign is located shall not be approved until the abandoned sign is removed. Approval may be given on the condition that the abandoned sign is removed before a new sign is erected.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-49. Nonconforming signs.

- (a) Signs which do not conform to this chapter, but which lawfully existed and were maintained on the effective date of this chapter shall be kept in good repair and visual appearance and no structural alteration shall be made thereto. An off-premises nonconforming sign that is destroyed, blown down or dismantled for any purpose other than maintenance operations or for changing the letters, symbols or other matters on the sign shall not be allowed to be replaced. A nonconforming on-premises sign that is destroyed, blown down, or dismantled for any purpose may be replaced provided that the sign conforms to the requirements of this chapter. For purposes of this section a sign shall be considered to have been destroyed if the estimated cost to repair the sign is more than fifty (50) percent of the cost of erecting a new sign of the same type at the same location.
- (b) Businesses that have one or more nonconforming on-premises signs will not be granted permits for new signs unless the permit is for a conforming on-premises sign that will replace a nonconforming on-premises sign.

(Ord. No. 22-I, § 1, 3-3-22)

Secs. 17½-50—17½-55. Reserved.

DIVISION 2. TEMPORARY SIGNS

Sec. 17½-56. Generally; unlawful to erect, alter or relocate.

Unless otherwise specifically authorized in section 17½-5 of this chapter, it shall be unlawful for any person to erect, structurally alter or relocate a temporary sign. Temporary signs erected in violation of this chapter are subject to removal and/or impoundment according to the provisions of this chapter.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-57. Temporary signs for developments under construction.

- (a) *Subdivisions and developments under construction signs.*
 - (1) *Allowed.* One temporary subdivision sign may be located at each of any of the main entrances to any new residential subdivision. One temporary sign for developments under construction shall be allowed for the tract or lot on which the building or complex is located, in order to give information concerning leasing, renting, selling, financing, and/or contracting. Three (3) additional temporary subdivision signs may be located within the property lines of the development under construction. Off-premises

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temporary signs, except kiosk signs, advertising subdivisions or developments under construction are prohibited.

- (2) *Size.* The sign facing for each such temporary subdivision sign at any of the main entrances or within the property lines of the development under construction shall not exceed fifty (50) square feet in area and be no more than twelve (12) feet in height. Each temporary sign on a tract or lot for sale, lease, rent, etc., shall not exceed six (6) square feet.
- (3) *Removal.* All temporary subdivision signs shall be removed when the lots in the subdivision have been sold to homebuyers. All temporary signs for developments under construction shall be removed upon completion of the project.
- (4) *Permits.* Not required.

(b) *Kiosk signs.*

- (1) *Allowed.* Kiosk signs provide directions to subdivisions, homebuilders, and Ccity facilities. These signs shall be maintained in good repair and legible condition.
- (2) *Location.* Signs are placed in various locations throughout the City of Alvin.
- (3) *Removal.* Each kiosk sign may remain until such time deemed appropriate by the City Manager or their designee
- (4) *Permits.* Not required. Prior approval by the City Manager or their designee is required.

(Ord. No. 22-I, § 1, 3-3-22; Ord. No. 23-HH, § 1, 11-16-23)

Sec. 17½-58. Special event signs.

(a) *Bona fide religious, institutional, or non-profit organizations' temporary signs on private or public property.* Temporary signs that direct the public to or advertise an event of civic interest, such as parades, organized holiday festivities, special events on the behalf of charitable organizations and the like, are allowed on private or public property provided that:

- (1) Such signs do not exceed thirty-two (32) square feet in area for business establishments and sixteen (16) square feet for residential properties. Such signs shall not be placed in a Ccity or state right-of-way or easement.
- (2) Signs are erected only for a time period not to exceed thirty (30) days before and three (3) days after the event;
- (3) Banners may be used for bona fide religious, institutional, or non-profit special events on property where the event will be held. Such banners shall not total more than thirty-two (32) square feet and the special event site is limited to two (2) banners at all times;
- (4) Banners at the event site must be attached to a permanent building or between freestanding posts on the property. Such banners may not be placed on benches, fences, shrubs, or the like; and
- (5) Banners used to advertise a special bona fide religious, institutional, or non-profit event must not, at any time, cause a safety issue or traffic obstruction.

(b) *Across public rights-of-way.* Banners that advertise civic events may be erected over a Ccity-approved and designated general right-of-way, provided that the following conditions are met:

- (1) The banner is no more than twenty-five (25) feet in width and not more than four (4) feet in height and has tie-down ropes connected to each corner.
- (2) The banner shall be at a height more than eighteen (18) feet above the roadway.

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(Supp. No. 43)

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- (3) The banner shall only be installed at a dedicated location designated and approved by the ~~C~~city; and the ~~C~~city shall erect the banner in a timely manner, once the required permit has been obtained.
 - (4) Banner permit fees shall be designed to recover the ~~C~~city's expense of erecting and removing the banner in a safe and proper manner. Each banner permit fee shall be as set forth in chapter 28 of this Code and shall be submitted and approved no sooner than sixty (60) days prior to a requested display date, nor later than forty-five (45) days immediately preceding the requested display date.
 - (5) The banner is erected no more than two (2) weeks prior to the event and removed within three (3) days upon conclusion of the event.
- (c) *Grand opening signs.* The purpose of grand opening signage is to allow a new business to benefit from special advertising signage which is not usually permitted by the provisions of chapter 17½. The following provisions contained within this subsection shall apply to grand opening signage:
- (1) All requests for grand opening signage shall be submitted to the Code ~~Enforcement-Compliance~~ Department no less than three (3) days prior to the grand opening event date. If approved by a Code ~~Enforcement-Compliance~~ Officer, they will sign the permit request for approval and issuance of the permit;
 - (2) A permit for grand opening signage shall be required by the Code ~~Enforcement-Compliance~~ Department. The permit shall be issued for a period of no more than fourteen (14) consecutive calendar days. The grand opening signage permit is limited to the address noted on the certificate of occupancy; and
 - (3) Grand opening signage may include any combination of feather flags, air dancer, snipe/bandit signs, oversized banners, streamers, and/or inflatables, which may be in addition to any other sign allowed by the provisions of this chapter.

(Ord. No. 22-I, § 1, 3-3-22; Ord. No. 23-G, § 1, 4-20-23)

Sec. 17½-59. Signs in multiuse subdivisions.

Signs in multiuse subdivisions must comply with all provisions of this chapter where applicable; however, in addition to signs permitted under this chapter, multiuse subdivisions are entitled to the following:

- (1) One permanent identification sign shall be allowed at each main entrance to each commercial reserve or residential reserve located within the subdivision. The sign area at each such entrance shall not exceed fifty (50) square feet.
- (2) The specifications that pertain to temporary subdivision signs in residential subdivisions as outlined in section 17½-57 shall also apply to temporary real estate signs in multiuse subdivisions.
- (3) Temporary signs for a project under construction may be placed for each new commercial building, parcel, or tract of land to be developed within such subdivision. Each such sign must be located on-premises. The provisions of section 17½-57 ~~—~~shall apply to all temporary signs within multiuse subdivisions.
- (4) Directional signs will be allowed within ~~multiuse~~~~multi-use~~ subdivisions seven (7) days a week under the following regulations:
 - a. All directional signs must be on-premises (within the property lines of the subdivision);
 - b. All directional signs must be standardized throughout the project with respect to color, lettering, and frame style;
 - c. The developer of the subdivision shall be responsible for determining the uniform construction standards for all directional signs within the multiuse subdivision;

d. All directional signs shall not exceed twelve (12) square feet in sign area or four (4) feet in height; and

e. All directional signs must be a minimum of two hundred (200) feet apart.

(Ord. No. 22-I, § 1, 3-3-22)

DIVISION 3. OFF-PREMISES SIGNS

Sec. 17½-60. Off-premises ground signs prohibited.

All off-premises ground signs are expressly prohibited, unless otherwise specifically excepted in this chapter. This prohibition is continued in effect from Ordinance No. 96-ZZZ enacted on or about September 19, 1996. Off-premises ground signs that were in existence prior to October 4, 1996 (the effective date of Ordinance No. 96-ZZZ) shall be allowed to remain subject to the provisions of this chapter and compliance therewith.

(Ord. No. 22-I, § 1, 3-3-22)

Sec. 17½-61. Off-premises portable signs prohibited.

Subject to the provisions of this chapter, all portable signs are expressly prohibited. This prohibition is continued in effect from Ordinance No. 92-R enacted on or about September 8, 1992. It shall be unlawful for any person to place, display or allow public view of a portable sign, whether on-premises or off-premises.

(Ord. No. 22-I, § 1, 3-3-22)

Secs. 17½-62—17½-66. Reserved.

DIVISION 4. ON-PREMISES PORTABLE SIGNS

Sec. 17½-67. On-premises portable signs prohibited.

On-premises portable signs shall continue to be expressly prohibited from and after the effective date of December 31, 2003.

(Ord. No. 22-I, § 1, 3-3-22)

Secs. 17½-68—17½-81. Reserved.

ORDINANCE NO. 25-Y

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 17.5, SIGNS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING CHAPTER 17.5-2, DEFINITIONS, AMENDING SECTION 17.5-5, EXCEPTIONS AND EXEMPTIONS, AND AMENDING SECTION 17.5-18, FEES, TO PROVIDE A PERMIT PROCESS FOR TEMPORARY SIGNS FOR GARAGE SALES; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council recognizes that temporary signage, such as those used to advertise garage sales, estate sales, and similar noncommercial events, can provide important notice to the community when conducted in a safe and orderly manner; and

WHEREAS, unregulated or improperly placed temporary signs may create visual clutter, detract from community aesthetics, or obstruct visibility along rights-of-way, thereby posing potential safety concerns for pedestrians and motorists; and

WHEREAS, City Council finds it in the best interest of the public to establish clear standards and a permit process for temporary garage sale signs to balance community needs with public safety and neighborhood appearance; and

WHEREAS, the City Council seeks to provide a consistent and enforceable framework that ensures fairness among residents while maintaining the character and livability of Alvin's neighborhoods; and

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

Section 1. That Chapter 17 1/2, Signs, of the Code of Ordinances, City of Alvin, Texas, is hereby amended to reflect the change of Code Enforcement Officer to Code Compliance Officer throughout the ordinance, and to add the language as follows:

CHAPTER 17 1/2 – SIGNS

Sec. 17½-2. Definitions.

The following definitions shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means any on-premises sign, or any part thereof, which identifies or advertises a business, product, accommodation, service or activity that has ceased to operate on the premises upon which the sign or sign structure is located.

Advertising means to seek the attraction of or to direct the attention of the public to any goods, services or merchandise whatsoever.

Air Dancer means an inflatable moving advertising product comprised of a long fabric tube (with two (2) or more outlets), which is attached to and powered by an electrical fan. Air dancers are also known and sold under names which include, but are not limited to, “tube man,” “skydancer,” “Tall Boy,” etc.

Banner means a temporary sign made of flexible materials, attached or suspended from one or more corners, with rope, wire, nails or other temporary means, so as to allow for ease of installation and removal, and which contains some form of advertising, announcement, design, logo or other message. Banners are prohibited, with very limited exceptions (see exceptions and exemptions, section 17½-5(18) and special event signs, section 17½-58). Banners shall not be considered in lieu of permanent wall signs.

Business establishment means a project or undertaking which involves the use of any property, building or structure, permanent or temporary, for the primary purpose of conducting on the property a legitimate commercial enterprise, or other non-residential use, in compliance with all ordinances and regulations of the Ceity. Multiple services and/or goods offered by a business establishment shall be considered one business establishment for purposes of this chapter.

Business frontage means the linear measurement of the side of the building that contains the primary entrance of the building

Code ~~Enforcement-Compliance~~ Officer means the code official that is designated for the permitting and inspecting of temporary signs within the Ceity.

Double-faced sign means a single sign with two (2) parallel sign faces back-to-back.

Estate Sale means the public sale of personal property from a residential property to liquidate a large portion of a person’s belongings.

Flag means a square or rectangular piece of cloth or similar material attached along one edge to a flagpole and used as the symbol or emblem of a country or institution or as a decoration during public festivities.

Feather flag means a freestanding flexible or rigid pole (not a flagpole) temporarily mounted in the ground to which one side of a flexible fabric in the shape of a feather or similar shape, is attached and which is used for the primary purpose of advertising or attention getting. Feather flags are also known and sold under names which include, but are not limited to, “feather sign,” “feather banner,” “feather banner sign,” “quill sign,” “banana banner,” “blade banner,” “flutter banner,” “flutter flag,” “bow flag,” “teardrop banner,” etc. This definition includes functionally similar display devices. Feather flags are prohibited with limited exceptions (see section 17½-5(24)).

Flagpole means a freestanding structure permanently mounted in the ground or on a building, and designed and constructed for the purpose of hanging flags.

Frontage means that portion of any tract of land that abuts a public street right-of-way.

Garage sale means the sale of items by a resident or group of residents at discount prices, conducted from a garage and/or yard, and which items offered for sale are used or discarded by or from those residents offering them for sale.

General right-of-way means a right-of-way that is not classified as a predominantly residential right-of-way.

Glare means emitted light that exceeds fifty (50) feet lambert.

Grand opening means the formal offering of a new business of its goods, wares, merchandise, service, entertainment, or activity, and shall involve only the time period beginning with the issuance of a certificate of occupancy issued by the Ceity, through a date no later than ninety (90) days after.

Inflatable means a sign of any size capable of being inflated with air, gas, hydrogen, helium, nitrogen or any other means. An inflatable can include, but is not limited to, latex balloons, mylar balloons or oversized balloons constructed so as to resemble a figure or object when inflated. Inflatables are prohibited with limited exceptions (see exceptions and exemptions, section 17½-5(18)(i) and special event signs, section 17½-58c).

Mobile food unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation or business establishment designed to be readily movable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth and is not defined as a new business upon relocation. A roadside food vendor is classified as a MFU.

Multiuse subdivision means an approved subdivision that is platted with all unrestricted reserves or a combination of unrestricted commercial or residential reserves.

New business means a business new to the premises on which it is located, a business having a change in ownership of fifty (50) percent or more, or the expansion of an existing building or structure if such expansion increases the size of the area devoted to the primary use in building floor square footage by fifty (50) percent or more.

Non-profit organization means an incorporated organization which exists for educational or charitable reasons and from which its shareholders or trustees do not benefit financially. Non-profit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Outdoor advertiser means a person that owns one or more signs for the specific purpose of selling or leasing display space on those signs to other persons (e.g., a billboard company).

Person means an individual, company, corporation, partnership, association, or any other entity howsoever designated.

Predominantly residential right-of-way means a public right-of-way that is between two (2) intersecting public streets or that extends from a cul-de-sac or dead-end to its intersection with the nearest public street, and which contains a greater amount of residential structures than the number of business establishments/structures.

Premises means a lot or tract of land or a series of contiguous lots or tracts of land owned by the same person, and where it may be applicable to this chapter, the lot or tract of land that upon which a business establishment is located.

Public street means the entire width between property lines of any road, street, way, alley, bridge or other similar thoroughfare, not privately owned or controlled, when any part thereof is open to the public for vehicular traffic, and over which the Ceity or other similar public entity has legislative jurisdiction under its police power.

Reader board means a permanently constructed changeable copy bulletin board with electronic or detachable precut letters and figures that are lighted or unlighted.

Residential purposes means property devoted to use as a single-family or multifamily residence. Residential purposes shall include, but not be limited to, property used for houses, duplexes, townhouses, town homes and patio homes; property used for condominiums, apartments, hotels, motels and boarding houses shall not be considered as used for residential purposes. Property devoted to both residential and nonresidential use shall be considered as used for residential purposes.

Right-of-way means the surface, the air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the Ceity holds a property interest (fee title, easement, or otherwise) or over which the Ceity exercises any rights of management or control.

Roof line means the height above finished grade of the upper beam, rafter, ridge or purlin of any building.

Secure means to fix, fasten, tie or attach firmly in place so as not to give way, become loose or be lost.

Shopping center or *integrated development* means a development consisting of two (2) or more interconnected business establishments using common driveways and on-site parking facilities.

Sign means any structure, part thereof or device or inscription which is temporarily or permanently located upon, attached to or painted or represented on any land or on the outside of any building or structure or on an awning, parapet, canopy, marquee or similar appendage or affixed to the glass on the outside of the building or structure and which displays or includes any numeral, letter, word, model, banner, pennant, balloon, inflatable, feather flag, air dancer, handheld sign, A-frame, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, string of lights or other representation used as or in the nature of an announcement, advertisement, attention arrestor, direction, warning or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business, profession, enterprise, industry, activity or any combination thereof. Where the term “sign” is used in this chapter without further modification, the term shall be understood to embrace all regulated signs and replicas. The term “sign” shall include the sign structure.

Sign Administrator means the building official or representative that is designated for the permitting and inspecting of permanent signs within the Ceity.

Sign area means the total square footage of all sign facing, including that portion of the supporting structure or trim that carries any wording, symbols, identifying color, or pictures;

provided, however, in the case of double-faced signs, only one face shall be computed to determine sign area.

Sign facing or sign surface means the surface of any sign upon, against, or through which the message is displayed or illustrated; provided, however, for signs in which the words, letters, or symbols are independently mounted, the sign surface shall mean the outside dimension of the area containing all the individual words, letter and symbols.

Sign height means the overall vertical measurement of an entire sign, inclusive of its base, foundation and any structural components, from a point level with the finished grade of the property line nearest to the point where the sign is, or is intended, to be displayed, to a point at the uppermost portion of the sign and all of its components.

Sec. 17½-5. Exceptions and exemptions.

The below-listed classes of signs are allowed to be erected or placed within the Ceity:

(7) ~~On-premises temporary signs advertising occasional noncommercial sales (including garage sales, patio and porch sales) limited to one sign for each right-of-way frontage of the premises; each not to exceed three (3) square feet, provided that such signs shall be removed within one day following the sale. Signs shall not be placed or located on public property, easements, utility poles, or at any off-premises location.~~

(7) For occasional noncommercial sales (including garage sales, estate sales, yard, patio and porch sales), temporary signs are prohibited with the following exceptions:

a. On-premises:

1. Limited to one sign for each right-of-way frontage of the premises where the noncommercial sale is taking place

2. On-premises signs shall not exceed three (3) square feet in sign area.

3. On-premises signs shall be removed within one day following the sale; and

4. On-premises signs shall not be placed or located on public property, easements or utility poles.

b. Off-premises:

1. No such off-premises sign shall be erected unless a permit is first obtained from the Code Compliance Officer.

2. Off-premises signs shall not exceed six (6) square feet in sign area and must be constructed of posterboard, plastic, corkboard or similar materials. Cardboard boxes, plastic bins or other similar items may not be used as an off-premises sign.

3. The permit for such off-premises signs will be issued for a maximum of 3 days per sale not to exceed 1 sale per month with a permit required for each sale. A \$20 non-refundable application fee shall be assessed for each permit application.

4. The Code Compliance Officer will provide three (3) permit stickers with each approved permit. One (1) permit sticker shall be affixed to the front each off-premises sign, not to exceed three (3) off-premises signs for each approved permit.

5. Each participant in a community wide garage sale is required to have an individual permit for any off-premises signage.

6. Off-premises signs shall not be placed or located on public property, easements or utility poles; and

7. Off-premises signs shall not be posted earlier than 5 a.m. on the first day of the event and must be removed by 8 p.m. on the final day of the event.

8. If any violations are found or exist, the Code Compliance Officer has the authority to issue citations and/or discretion to remove the sign without further notice to the property owner. Any temporary signs removed by the Code Compliance Officer will be immediately disposed of.

Sec. 17½-18. Fees.

- (a) The sign permit fees for ground, freestanding, A-frame, banners, feather flags, garage sales, estate sales and all other signs, unless excepted, shall apply and must be paid by the applicant. The fees shall be as set forth in chapter 28 of this Code.
- (b) Reinspection fees shall be in an amount as set forth in chapter 28 of this Code.

Section 2. That except as amended herein all other provisions of Chapter 17 1/2 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. Penalties. It shall be unlawful for any person, firm, entity, or organization to violate any provision of this Ordinance, including but not limited to soliciting within public roadways without a valid permit or failing to comply with any condition of a charitable solicitation permit. Any person, firm, entity, or organization found in violation shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to **exceed \$500**. Each day that a violation occurs or continues shall constitute a separate offense. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, 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 5. Incorporation into Code of Ordinances. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition,

amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

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

Section 7. 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 City of Alvin Charter.

Section 8. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the 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*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 18th day of September 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 25-Y

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 17.5, SIGNS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING CHAPTER 17.5-2, DEFINITIONS, AMENDING SECTION 17.5-5, EXCEPTIONS AND EXEMPTIONS, AND AMENDING SECTION 17.5-18, FEES, TO PROVIDE A PERMIT PROCESS FOR TEMPORARY SIGNS FOR GARAGE SALES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is committed to ensuring the safety and general welfare of its residents and visitors; and

WHEREAS, the presence of individuals standing, sitting, or soliciting within roadways or on traffic islands where speed limits are 30 miles per hour or greater presents a public safety concern for both pedestrians and drivers;

WHEREAS, the City Council seeks to clarify and regulate when and where pedestrian presence in these locations may occur, while providing a lawful process for permitted charitable solicitation;

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

Section 1. That Chapter 17 1/2, Signs, of the Code of Ordinances, City of Alvin, Texas, is hereby amended to reflect the change of Code Enforcement Officer to Code Compliance Officer throughout the ordinance, and to add the language as follows:

CHAPTER 17 1/2 – SIGNS

Sec. 17½-1. Scope.

The provisions of this chapter shall apply to all signs, as that term is defined herein, within the corporate limits of the City of Alvin, Texas, as defined by Chapter 42 of the Local Government Code, as the same may be hereafter amended.

Sec. 17½-2. Definitions.

The following definitions shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means any on-premises sign, or any part thereof, which identifies or advertises a business, product, accommodation, service or activity that has ceased to operate on the premises upon which the sign or sign structure is located.

Advertising means to seek the attraction of or to direct the attention of the public to any goods, services or merchandise whatsoever.

Air Dancer means an inflatable moving advertising product comprised of a long fabric tube (with two (2) or more outlets), which is attached to and powered by an electrical fan. Air dancers are also known and sold under names which include, but are not limited to, “tube man,” “skydancer,” “Tall Boy,” etc.

Banner means a temporary sign made of flexible materials, attached or suspended from one or more corners, with rope, wire, nails or other temporary means, so as to allow for ease of installation and removal, and which contains some form of advertising, announcement, design, logo or other message. Banners are prohibited, with very limited exceptions (see exceptions and exemptions, section 17½-5(18) and special event signs, section 17½-58). Banners shall not be considered in lieu of permanent wall signs.

Business establishment means a project or undertaking which involves the use of any property, building or structure, permanent or temporary, for the primary purpose of conducting on the property a legitimate commercial enterprise, or other non-residential use, in compliance with all ordinances and regulations of the City. Multiple services and/or goods offered by a business establishment shall be considered one business establishment for purposes of this chapter.

Business frontage means the linear measurement of the side of the building that contains the primary entrance of the building

Code Compliance Officer means the code official that is designated for the permitting and inspecting of temporary signs within the City.

Double-faced sign means a single sign with two (2) parallel sign faces back-to-back.

Estate Sale means the public sale of personal property from a residential property to liquidate a large portion of a person’s belongings. *Flag* means a square or rectangular piece of cloth or similar material attached along one edge to a flagpole and used as the symbol or emblem of a country or institution or as a decoration during public festivities.

Feather flag means a freestanding flexible or rigid pole (not a flagpole) temporarily mounted in the ground to which one side of a flexible fabric in the shape of a feather or similar shape, is attached and which is used for the primary purpose of advertising or attention getting. Feather flags are also known and sold under names which include, but are not limited to, “feather sign,” “feather banner,” “feather banner sign,” “quill sign,” “banana banner,” “blade banner,” “flutter banner,” “flutter flag,” “bow flag,” “teardrop banner,” etc. This definition includes functionally similar display devices. Feather flags are prohibited with limited exceptions (see section 17½-5(24).

Flagpole means a freestanding structure permanently mounted in the ground or on a building, and designed and constructed for the purpose of hanging flags.

Frontage means that portion of any tract of land that abuts a public street right-of-way.

Garage sale means the sale of items by a resident or group of residents at discount prices, conducted from a garage and/or yard, and which items offered for sale are used or discarded by or from those residents offering them for sale.

General right-of-way means a right-of-way that is not classified as a predominantly residential right-of-way.

Glare means emitted light that exceeds fifty (50) feet lambert.

Grand opening means the formal offering of a new business of its goods, wares, merchandise, service, entertainment, or activity, and shall involve only the time period beginning with the issuance of a certificate of occupancy issued by the City, through a date no later than ninety (90) days after.

Inflatable means a sign of any size capable of being inflated with air, gas, hydrogen, helium, nitrogen or any other means. An inflatable can include, but is not limited to, latex balloons, mylar balloons or oversized balloons constructed so as to resemble a figure or object when inflated. Inflatables are prohibited with limited exceptions (see exceptions and exemptions, section 17½-5(18)(i) and special event signs, section 17½-58c).

Mobile food unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation or business establishment designed to be readily movable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth and is not defined as a new business upon relocation. A roadside food vendor is classified as a MFU.

Multiuse subdivision means an approved subdivision that is platted with all unrestricted reserves or a combination of unrestricted commercial or residential reserves.

New business means a business new to the premises on which it is located, a business having a change in ownership of fifty (50) percent or more, or the expansion of an existing building or structure if such expansion increases the size of the area devoted to the primary use in building floor square footage by fifty (50) percent or more.

Non-profit organization means an incorporated organization which exists for educational or charitable reasons and from which its shareholders or trustees do not benefit financially. Non-profit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Outdoor advertiser means a person that owns one or more signs for the specific purpose of selling or leasing display space on those signs to other persons (e.g., a billboard company).

Person means an individual, company, corporation, partnership, association, or any other entity howsoever designated.

Predominantly residential right-of-way means a public right-of-way that is between two (2) intersecting public streets or that extends from a cul-de-sac or dead-end to its intersection with the nearest public street, and which contains a greater amount of residential structures than the number of business establishments/structures.

Premises means a lot or tract of land or a series of contiguous lots or tracts of land owned by the same person, and where it may be applicable to this chapter, the lot or tract of land that upon which a business establishment is located.

Public street means the entire width between property lines of any road, street, way, alley, bridge or other similar thoroughfare, not privately owned or controlled, when any part thereof is open to the public for vehicular traffic, and over which the City or other similar public entity has legislative jurisdiction under its police power.

Reader board means a permanently constructed changeable copy bulletin board with electronic or detachable precut letters and figures that are lighted or unlighted.

Residential purposes means property devoted to use as a single-family or multifamily residence. Residential purposes shall include, but not be limited to, property used for houses, duplexes, townhouses, town homes and patio homes; property used for condominiums, apartments, hotels, motels and boarding houses shall not be considered as used for residential purposes. Property devoted to both residential and nonresidential use shall be considered as used for residential purposes.

Right-of-way means the surface, the air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the City holds a property interest (fee title, easement, or otherwise) or over which the City exercises any rights of management or control.

Roof line means the height above finished grade of the upper beam, rafter, ridge or purlin of any building.

Secure means to fix, fasten, tie or attach firmly in place so as not to give way, become loose or be lost.

Shopping center or *integrated development* means a development consisting of two (2) or more interconnected business establishments using common driveways and on-site parking facilities.

Sign means any structure, part thereof or device or inscription which is temporarily or permanently located upon, attached to or painted or represented on any land or on the outside of any building or structure or on an awning, parapet, canopy, marquee or similar appendage or affixed to the glass on the outside of the building or structure and which displays or includes any numeral, letter, word, model, banner, pennant, balloon, inflatable, feather flag, air dancer, handheld sign, A-frame, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, string of lights or other representation used as or in the nature of an announcement, advertisement, attention arrestor, direction, warning or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business, profession, enterprise, industry, activity or any combination thereof. Where the term “sign” is used in this chapter without further modification, the term shall be understood to embrace all regulated signs and replicas. The term “sign” shall include the sign structure.

Sign Administrator means the building official or representative that is designated for the permitting and inspecting of permanent signs within the City.

Sign area means the total square footage of all sign facing, including that portion of the supporting structure or trim that carries any wording, symbols, identifying color, or pictures;

provided, however, in the case of double-faced signs, only one face shall be computed to determine sign area.

Sign facing or sign surface means the surface of any sign upon, against, or through which the message is displayed or illustrated; provided, however, for signs in which the words, letters, or symbols are independently mounted, the sign surface shall mean the outside dimension of the area containing all the individual words, letter and symbols.

Sign height means the overall vertical measurement of an entire sign, inclusive of its base, foundation and any structural components, from a point level with the finished grade of the property line nearest to the point where the sign is, or is intended, to be displayed, to a point at the uppermost portion of the sign and all of its components.

Sec. 17½-3. Sign classifications.

- (a) For purposes of this chapter a sign shall be classified first as either an “on-premises sign” or an “off-premises sign” as defined below:

Off-premises sign means any sign placed at a location other than the specific premises or business establishment to which it relates, provides information concerning or advertises on behalf of.

On-premises sign means any sign that provides information for, identifies or advertises a business, person, or activity and is installed and/or maintained on the same premises as such business, person, or activity.

- (b) All signs shall be further classified into one or more of the following types of signs:

A-frame sign means a triangular, free standing, movable, self-supporting temporary sign constructed of wood, plastic, or metal not permanently anchored to the ground with no more or less than two (2) faces of equal lengths, each joined at their top along one straight line edge to form an apex and separated at the bottom allowing it to stand freely on the ground and to be repositioned by an individual without mechanical aid. This definition shall include, but are not limited to, signs commonly referred to as “sidewalk signs,” “sandwich board signs,” “A-board signs,” and/or “curb signs.”

Awning means a shelter supported entirely from the exterior wall of a building.

Awning sign means a sign whose message is directly applied, attached, or painted onto an awning of a building.

Canopy means a roof-like structure designed to provide protection for objects, pedestrians, and vehicles.

Canopy sign means a sign mounted on or attached to a canopy.

Civic sign means a sign that identifies a nonprofit institution or organization that contains:

- (1) The name of the institution or organization;
- (2) The name of the person connected with it; and/or
- (3) Greetings, announcements of events or activities occurring at the institution or similar message.

Directional sign means any sign that directs, instructs, or routes the reader to a location without using any lettering, words or other advertising copy other than the name of the business or the business logo and one directional arrow.

Electrical sign means any sign containing electrical wiring or utilizing electric current, but not including signs illuminated by an exterior light source.

Ground sign or *freestanding sign* means any sign supported by one or more columns, poles, uprights, or braces anchored in or on the ground and not attached to any building.

Handheld sign means any sign that is not self-supporting and is carried by or is under the immediate control of a person and shall include sandwich-board signs and persons in costume or otherwise dressed to call attention to a business.

Identification sign means any sign which carries only the firm, business, or corporate name, the major enterprise on the premises, or the principal products offered for sale on the premises.

Irregular sign means a separately mounted sign on one supporting structure.

Kiosk signs means any off-premises sign plaza structures which are approved by the Sign Administrator or designee, located within the City limits, which provide directions to subdivisions, homebuilders and City facilities, installed and maintained by the City or a contractor authorized by the City.

Marquee sign means a permanently constructed changeable copy bulletin board either lighted or unlighted with detachable precut letters and figures.

Monument sign means any ground sign less than six (6) feet from the natural ground level to the top of the sign and whose entire bottom edge is permanently fixed and mounted to the ground in a secure and lasting manner. Multifaced sign means a single sign with two (2) or more faces that are not parallel or back-to-back.

Multifaced sign means a single sign with two (2) or more faces that are not parallel or back-to-back.

Parapet sign means any sign of a business establishment that is attached to, or painted upon, a low wall or railing that is attached to a building or other structure and that extends above the structural roofline of the building.

Permanent sign means any sign designed to be attached or installed by any permanent means. Permanent signs may include, but are not limited to, wall signs, monument signs, pole signs, painted signs, electric signs, etc.

Portable sign means any sign designed or constructed to be easily moved from one location to another, including, but not limited to, signs mounted upon or designed to be mounted upon a trailer, bench, wheeled carrier, A-frame, or other nonmotorized structure and typically allows for some alteration of the text of any displayed message or copy. A portable sign which has its wheels removed shall still be considered a portable sign hereunder (Prohibited).

Projecting sign means any sign which is affixed or attached to and supported solely by a building, wall or like structure, or parts thereof, extending more than eighteen (18) inches and the angle of incidence which to the building, wall, or structure, or parts thereof, is greater than forty-five (45) degrees.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and public meeting dates.

Snipe sign or *bandit sign* means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, stakes, fences, utility poles or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located (Prohibited).

Spectacular sign means any sign that rotates, oscillates, is animated, contains any moving parts, or contains flashing lights, including lights flashing in sequence to simulate movement. A reader board shall not be considered a spectacular sign (Prohibited).

Temporary sign means any sign constructed of cloth, light fabric, cardboard, wall board, plywood, or other light materials and designed to be attached or installed by any temporary means so as to allow ease of installation and removal. Temporary signs are prohibited with limited exceptions.

Temporary builder sign means a temporary sign (see above) of no more than six (6) square feet that may be displayed by any home builder currently and actively engaged in any permitted residential development project within the City. These signs may be displayed off-premises from the residential development, but only on private property and only between the hours of Thursdays at 6:00 p.m. and Mondays at 7:00 a.m. Such signs may not be placed in any right-of-way or City easement.

Vehicular sign means any sign, including, but not limited to, banners, A-frame and/or feather flags, on or in any vehicle or trailer that is parked for any amount of time, incidental to its principle use for transportation. This definition shall not include signs or lettering on company vehicles that advertise only the company name, address, and phone number. This definition exempts vehicle wraps and magnetic signs on the sides and rears of cars. Vehicular signs are prohibited.

Wall sign means all flat signs, either of solid face construction or individual letters, symbols, or pictures, which are placed against any exterior, load-bearing wall of any building or structure, extending not more than twelve (12) inches from the face of such building or structure, that is parallel to the building or structure, and having the advertisement on one face only; inclusive of any sign that is painted, drawn or written on the same described type of wall of a building or structure.

Warning sign means any sign posted on private property containing thereon a regulatory warning notice and upon which no advertising matter is displayed.

Sec. 17½-4. Violations and penalties.

Any person, including the owner, permit holder, lessee or tenant of real property upon which the sign is located, who violates any provision of this chapter shall be guilty of a misdemeanor and upon conviction thereof by a court of competent jurisdiction shall be punished by a fine prescribed by section 1-5. Each and every day any such violation continues or is allowed to exist shall constitute a separate offense. In addition, the City Attorney and/or the City Council is authorized to take all legal and/or equitable action necessary to enforce compliance with this chapter.

Sec. 17½-5. Exceptions and exemptions.

The below-listed classes of signs are allowed to be erected or placed within the City:

- (1) Signs which advertise the sale or lease of real property provided that:
 - a. With respect to a sign located on a predominantly residential right-of-way, the dimension does not exceed six (6) square feet per sign face and with respect to a sign located on a general right-of-way, the dimension does not exceed thirty-two (32) square feet per sign face;
 - b. The height does not measure more than six (6) feet above ground level;
 - c. With respect to on-premises signs the sign is displayed on the property for sale or lease and only one sign is placed on each street frontage and may not be placed in a right-of-way or easement;
 - d. No off-premises signs are permissible for the advertisement of any property for lease or sale;
 - e. These signs shall be maintained in good repair and legible condition; and
 - f. Signs shall be removed immediately upon being leased, rented or sold.
- (2) Signs or markers giving information about the location of underground electric transmission lines, telegraph or telephone properties and facilities, pipelines, public sewers or sewer lines, or water lines or other public utilities.
- (3) Signs erected by an agency of the state or a political subdivision of the state, which may or may not be located on public property.
- (4) On-site directional signs and street identification signs not exceeding two (2) square feet which denote the entrance, exit, direction of traffic flow, provided such directional signs do not contain advertising and are not used as such.
- (5) Directional signs not over six (6) square feet per sign face for public, charitable or religious institutions provided that the same are located on the premises of such institutions, and no more than four (4) such signs are erected on the premises.
- (6) One (1) temporary construction sign denoting the architect, engineer, financial institution, contractor, or other principal parties when placed upon the site that is under construction provided that such sign is removed upon completion of the project.
- (7) For occasional noncommercial sales (including garage sales, estate sales, yard, patio and porch sales), temporary signs are prohibited with the following exceptions:
 - a. On-premises:
 1. Limited to one sign for each right-of-way frontage of the premises where the noncommercial sale is taking place.
 2. On-premises signs shall not exceed three (3) square feet in sign area.
 3. On-premises signs shall be removed within one day following the sale; and
 4. On-premises signs shall not be placed or located on public property, easements or utility poles.
 - b. Off-premises:

1. No such off-premises sign shall be erected unless a permit is first obtained from the Code Compliance Officer.
 2. Off-premises signs shall not exceed six (6) square feet in sign area and must be constructed of posterboard, plastic, corkboard or similar materials. Cardboard boxes, plastic bins or other similar items may not be used as an off-premises sign.
 3. The permit for such off-premises signs will be issued for a maximum of 3 days per sale not to exceed 1 sale per month with a permit required for each sale. A \$20 non-refundable application fee shall be assessed for each permit application.
 4. The Code Compliance Officer will provide three (3) permit stickers with each approved permit. One (1) permit sticker shall be affixed to the front each off-premises sign, not to exceed three (3) off-premises signs for each approved permit.
 5. Each participant in a community wide garage sale is required to have an individual permit for any off-premises signage.
 6. Off-premises signs shall not be placed or located on public property, easements or utility poles; and
 7. Off-premises signs shall not be posted earlier than 5 a.m. on the first day of the event and must be removed by 8 p.m. on the final day of the event.
 8. If any violations are found or exist, the Code Compliance Officer has the authority to issue citations and/or discretion to remove the sign without further notice to the property owner. Any temporary signs removed by the Code Compliance Officer will be immediately disposed of.
- (8) Professional name plates and occupational signs denoting only the name and occupation of an occupant in a commercial building or public institutional building and not exceeding six (6) square feet per sign area.
 - (9) Identification name plates or signs on apartment houses, boarding or rooming houses or similar uses not exceeding two (2) square feet in sign area.
 - (10) One (1) name plate denoting only the name of the occupants of a dwelling that does not exceed two (2) square feet in sign area and is not located closer than two (2) feet to the property line.
 - (11) Memorial and/or historical signs as designated by federal, state, or local government.
 - (12) Warning signs or trespassing signs on private property not exceeding six (6) square feet in sign area.
 - (13) One (1) sign no more than sixteen (16) square feet in area erected in a private park to give information or to display park regulations.
 - (14) On-site directional (non-advertising) signs located on a commercial site that are primarily directional in nature (i.e., traffic flow, entrance, exit, parking). Signs required by law which are necessary for operation of the business, and which contain no advertising matter are permitted. These signs are not counted in the overall footage limits.

- (15) Flags of the United States, State of Texas, or any other political subdivision; or any flag of a religious, fraternal, or charitable organization; flags of a historic, political, religious, or military nature displayed on private property with the consent of the property owner.
- (16) Any sign erected by the City of Alvin.
- (17) Company flags displaying only a commercial insignia, emblem, or wording provided such flag is affixed to a flagpole, are limited to one flag per business location and cannot exceed thirty-five (35) square feet in area.
 - a. Flags containing a commercial copy or logo, excluding the flags of any country, state, city, school, or church are prohibited in residential areas and on any residentially developed property.
 - b. Exceptions:
 - 1. Flags used as subdivision signs.
 - 2. Flags used for open house not to exceed seventy-two (72) hours, and no more than two (2) events per month.
- (18) For business establishments only, one temporary on-premises banner may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:
 - a. No such banner shall be erected unless a permit is first obtained from the Code Compliance Officer.
 - b. Banner shall be constructed of either plastic, fabric or film.
 - c. Banner shall not exceed thirty-two (32) square feet and only one banner may be displayed with each permit.
 - d. The permit for such banner shall be issued for a maximum of twenty-eight (28) consecutive days four (4) times a year, with a permit for each occurrence. Each occurrence may be taken as one twenty-eight-day permit or divided into two (2) fourteen-day permits.
 - e. Banners shall be placed firmly against the wall of the building or placed between two (2) stakes in front of the address receiving permit.
 - f. At no time shall a banner project above the roofline or hang from awnings, attached with rope between pillars or poles of any building on the premises or in any right-of-way or easement. All banners mounted to buildings shall be flush mounted.
 - g. All banners shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly). All banners shall be tightly secured and attached at all four (4) corners and not obstructing the view of traffic.
 - h. If any violations are found or exist, the Code Compliance Officer has the authority to issue citations and/or discretion to remove the banner without further notice to the property owner. Any banners removed by the Code Compliance Officer will be immediately disposed of.
 - i. Any new business is allowed an additional fourteen (14) consecutive days within ninety (90) days from the date on the Certificate of Occupancy (see section 17½-59(c), special event signs, grand opening signs).
- (19) Temporary on-premises signs that commemorate recognized state holidays, only for a time period not to exceed thirty (30) days before, and ten (10) days after the holiday.

- (20) Special event signs as provided in section 17½-58 of this chapter.
- (21) A business establishment whose primary business is the retail sale of newly manufactured automobiles, newly manufactured motorized vehicles and/or equipment (e.g. recreational vehicles, tractors, heavy machinery, all-terrain vehicles, etc.) and that acts as an authorized, licensed dealership for the automobile manufacturer; may display the following types of permanent signage:
 - a. One (1) ground sign for each business frontage for each specific vehicle manufacturer sold on the premises. The height of such signs shall be no greater than thirty-five (35) feet above grade and the sign surface area shall be no larger than three hundred (300) square feet. An additional one hundred (100) square feet of electronic reader board may be displayed as well.
 - b. One (1) main wall sign (or canopy sign) for each business frontage that does not exceed one hundred fifty (150) square feet in surface area. Such signs may be illuminated and are considered in addition to other signs permitted elsewhere in this chapter.
 - c. Such signs shall be restricted to advertising only the particular business(es) operating on the property on which the sign is installed.
 - d. No more than one on-premises freestanding sign.
- (22) Sculptures, statues, or works of art; provided, however, that such object or structure is not identifiable in any way by use of a trademark or logo, advertising, campaign link or other business activity.
- (23) Signs containing noncommercial messages or messages otherwise protected by the constitution of the United States or the State of Texas; provided, however, that there shall be no more than four (4) such signs on any one property and the total square footage of all such signs shall not exceed thirty-six (36) square feet.
- (24) For any business establishment, one temporary on-premises feather flag may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:
 - a. No such feather flag shall be erected unless a permit is first obtained from the Code Compliance Officer.
 - b. Feather flag shall be constructed of plastic, fabric or film.
 - c. Feather flag shall not exceed thirty-two (32) square feet and only one feather flag may be displayed with each permit.
 - d. The permit for such feather flag shall be issued for a maximum of twenty-eight (28) consecutive days four (4) times a year, with a permit for each occurrence. Each occurrence may be taken as one twenty-eight-day permit or divided into two (2) fourteen-day permits.
 - e. At no time shall a feather flag project above the roofline or hang from awnings, attached with rope between pillars or poles of any building on the premises or in any right-of-way or easement.
 - f. All feather flags shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly). All feather flags shall be installed in a secure manner and not obstructing view of traffic.
 - g. If any violations are found or exist, the Code Compliance Officer has the authority to issue citations and/or discretion to remove the feather flag without further notice to the

- property owner. Any feather flags removed by the Code Compliance Officer will be immediately disposed of.
- h. Any new business is allowed an additional fourteen (14) consecutive days within ninety (90) days from the date on the Certificate of Occupancy (see section 17½-58(c), special event signs, grand opening signs).
- (25) Handheld signs on private property with permission from the property owner and not displayed upon any public right-of-way, including, but not limited to, any public street, alley or other public property.
 - (26) Any sign erected by bona fide religious, institutional, fraternal, or nonprofit organizations provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement.
 - (27) Any sign erected by the Alvin-Manvel Area Chamber of Commerce provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement.
 - (28) One temporary on-premises A-frame sign may be allowed and displayed on private property owned by any individual or group provided that:
 - a. No such A-frame sign shall be erected unless a permit is first obtained from the Code Compliance Officer;
 - b. A-frame sign shall be constructed of wood, plastic or metal with no more or less than two faces of equal lengths;
 - c. A-frame sign shall not exceed twelve (12) square feet and only one A-frame sign may be displayed during business hours with each permit;
 - d. Each permit for such A-frame sign shall be issued for one year from the date the permit is acquired;
 - e. At no time shall an A-frame sign be permanently anchored to the ground, project above the roofline or hang from awnings of any building on the premises, in any right-of-way or easement or obstruct the view of traffic;
 - f. All A-frame signs shall be kept in good repair (i.e., not tattered, faded, or unsightly); and
 - g. If any violations are found or exist, the Code Compliance Officer has the authority to issue citations and/or discretion to remove the A-frame sign without further notice to the property owner. Any A-frame signs removed by the Code Compliance Officer will be immediately disposed of.

Secs. 17½-6—17½-9. Reserved.

ARTICLE II. SIGN ADMINISTRATION

Sec. 17½-10. Enforcement authority.

The Building Official shall be the Sign Administrator charged with administering the terms and conditions of this chapter pertaining to permanent signage (permitting, regulating size, location, etc.). The Code Compliance Officer is charged with administering the terms and conditions of this chapter pertaining to temporary signage (permitting, regulating size, location, etc.). The Sign

Administrator and/or Code Compliance Officer may enter any building, structure, or other premises or property between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, for the purpose of inspecting and investigating signs or sign structures; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life or severe property damage, and where the owner, agent or tenant in charge of the property is not available after the Sign Administrator and/or Code Compliance Officer have(s) made a good faith effort to locate same, the Sign Administrator and/or Code Compliance Officer may enter the aforementioned structures and premises at any time upon presentation of proper identification to any other person on the premises. Whenever the Sign Administrator and/or Code Compliance Officer shall enter upon private property, under any circumstances, for the purpose of inspecting and/or investigating signs or sign structures, which property has management in residence, such management, or the person then in charge shall be notified of their presence and shown their official credentials. Whenever the Sign Administrator and/or Code Compliance Officer is/are denied admission to inspect any premises, inspection shall be made under authority of a warrant issued by a magistrate authorizing the inspection for violation of this chapter. In applying for such a warrant, the Sign Administrator and/or Code Compliance Officer shall submit to the magistrate an affidavit setting forth their belief that a violation of this chapter exists with respect to the place sought to be inspected and their reasons for such belief. Such affidavit shall designate the location of such place and the name of the person believed to be the owner, operator or occupant thereof. If the magistrate finds that probable cause exists to search the premises in question, they shall issue a warrant authorizing the search, such warrant describing the premises with sufficient certainty to identify it. Any such warrants shall constitute authority for the Sign Administrator and/or Code Compliance Officer to enter upon and inspect the premises therein.

Sec. 17½-11. Specific enumerated powers of sign officials.

- (a) The Sign Administrator's authority to administer and enforce the conditions of this chapter shall include, but not be limited to, the following specific enumerated powers as it pertains to permanent signage:
 - (1) Issuance of permits (new and renewal) and licenses pursuant to this chapter;
 - (2) Inspection and approval and/or rejection of permanent signs (new or existing);
 - (3) Issuance of stop work orders;
 - (4) Initiation of revocation proceedings; and
 - (5) All powers not specifically enumerated herein necessary to enforce compliance with this chapter (permanent signage).
- (b) The Code Compliance Officer's authority to administer and enforce the conditions of this chapter shall include, but not be limited to, the following specific enumerated powers as it pertains to temporary signage:
 - (1) Issuance of permits and licenses pursuant to this chapter;
 - (2) Inspection and approval and/or rejection of temporary signs (new or existing);
 - (3) Issuance of stop work orders;
 - (4) Initiation of revocation proceedings; and
 - (5) All powers not specifically enumerated herein necessary to enforce compliance with this chapter (temporary signage).

Sec. 17½-12. Stop work orders.

A Sign Administrator and/or Code Compliance Officer shall have authority to issue stop work orders in cases where a sign is being installed or constructed in violation of this chapter or any other ordinance of this City. Upon issuance of a stop work order from the Sign Administrator and/or Code Compliance Officer, work on any sign that is being installed shall immediately cease. Such stop work order shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Following the issuance of a stop work order, the Sign Administrator and/or Code Compliance Officer shall initiate proceedings to revoke any permit issued for the work covered by such stop work order, consistent with the provisions of this chapter, unless the cause of the stop work order is resolved to the Sign Administrator's and/or Code Compliance Officer's satisfaction. Issuance of a sign erection permit or sign use permit shall not constitute a waiver of the Sign Administrator's and/or Code Compliance Officer's right to issue a stop work order, nor shall such constitute a waiver of this chapter or any other City ordinance.

Sec. 17½-13. Sign removal and revocation procedures.

- (a) In case any sign is installed, erected, or maintained in violation of any term of this chapter, in addition to any other rights and remedies provided herein, a Sign Administrator and/or Code Compliance Officer shall give written notice of the violation to the owner, permittee or agent of the owner or permittee. Such notice shall order compliance with this chapter or removal of the sign. Written notice shall be given by certified mail or personally served upon the owner, permittee or owner's or permittee's agent. If the order is not complied with within ten (10) days of receipt of the notice, a Sign Administrator and/or Code Compliance Officer shall initiate proceedings to revoke the permit and/or remove the sign at the expense of the owner or permittee.
- (b) Proceedings shall commence by calling for a hearing before the Building Board of Adjustments and Appeals ("BBOAA"), as the same may be hereafter designated. The person whose sign is under consideration shall be given at least ten (10) calendar days' written notice of the hearing and shall be permitted to present relevant facts and arguments regarding the pending revocation or removal. Following the hearing, the BBOAA shall consider the merits of the case and issue a written opinion. If the BBOAA finds that the sign does not comply with this chapter, it may revoke the permit or designate compliance within a specified period of time and order the City to remove the sign if compliance is not affected within the specified time period recommended by the Board. The Board may also recommend immediate removal by the owner or permittee or the City.
- (c) If, in the opinion of the Sign Administrator and/or Code Compliance Officer, the health, safety or welfare of the citizens is in immediate danger from a violation of this chapter, the Sign Administrator and/or Code Compliance Officer may immediately revoke the permit and remove the sign(s). In such case a hearing shall be held as soon as possible thereafter, but in no case later than three (3) business days after the date of the revocation and removal, unless the affected person submits a written request for a later date. In a hearing held under this subsection, the Board's authority shall include recommending the return of the sign if the facts warrant such action.

- (d) The provisions of this section shall be considered subordinate to any action taken by City Council, and not in lieu of the remedy provided by charging a violation of this chapter in municipal court, or any other remedy provided by law or in equity.

Sec. 17½-14. Appeals to City Council.

Any person wishing to appeal a decision of the BBOAA on the grounds that the decision misconstrues or wrongly interprets this chapter may, within ten (10) days after the decision, appeal the same to the City Council provided that the appealing party gives written notice of the appeal to the City Secretary within the ten-day period. Such recourse and remedy are afforded to both the permit holder and the City.

Sec. 17½-15. Impounded signs.

Permanent signs removed in accordance with this chapter shall be transported to a location designated by the City for storage. The Sign Administrator shall maintain records denoting the location of the signs when they were impounded and the date on which they were impounded and shall hold the same in the storage area for a period of not more than thirty (30) days. However, all temporary signs removed by the Code Compliance Officer will be immediately disposed of. Any sign so held may be redeemed by the owner upon payment of an impoundment fee and storage fee in an amount as set forth in chapter 28 of this Code. Such fees shall be in addition to and not in lieu of any fine imposed for a violation of this chapter. Any sign not redeemed within thirty (30) days of the impoundment date, or within ten (10) days of a decision of its conformance to this chapter, whichever occurs later, shall be considered abandoned property and shall become the property of the City of Alvin. Any such signs shall either be destroyed or transferred to surplus and sold or disposed of in the same manner as surplus property of the City.

ARTICLE III. PERMITS

Sec. 17½-17. Sign permits.

- (a) *Sign permits required for permanent and/or temporary signage.* Unless provided otherwise in this chapter, it shall be unlawful for any person, to erect, place, rebuild, reconstruct, structurally alter, move, or use any sign within the City without first obtaining a sign permit and paying scheduled fee(s). Permits shall not be transferable and shall be valid only for the sign for which it is issued. In addition to the penalty provided in section 17½-4 of this chapter, any person convicted of erecting, placing, rebuilding, reconstructing, structurally altering, moving, or using a sign without a sign permit shall not be eligible to obtain any sign permit for a period one hundred eighty (180) days.
- (b) *Application requirements for sign permits pertaining to permanent signage.* Every person desiring a permit for a permanent sign required by this chapter shall file with the Sign Administrator, a written application on forms to be furnished by the City and signed by the applicant or a duly authorized officer or agent of the applicant. All such applications shall contain or require the following:
 - (1) The name, address, and telephone number of the applicant and (if different) additionally the person who owns or will own the sign;
 - (2) The location (address or lot description) upon which the sign will be placed;
 - (3) The name of the person erecting the sign and all related support structures;
 - (4) Any electrical permits required for the sign;

- (5) The notarized written consent of the owner or his/her duly authorized agent of the land, building, or structure on which the sign is to be erected (for off-premises signs permitted herein);
 - (6) A plan or plans drawn to scale which shall include the following:
 - a. The dimension of the sign and, where applicable, the dimension of the wall surface of the building to which it is to be attached;
 - b. The dimension of the sign's supporting members;
 - c. The maximum and minimum height of the sign;
 - d. The proposed location of the sign in relation to the face of the building in front of which it is to be erected;
 - e. The proposed location of the sign in relation to the boundaries of the lot upon which it is to be situated;
 - f. The location of all electrical transmission lines within thirty (30) feet of any part of such proposed sign structure; and
 - g. The position of the sign in relation to nearby buildings or structures and all street curb lines and sidewalks bounding any part of the lot upon which the sign is to be placed/erected.
 - h. Wind load calculations and engineered sealed drawings for all ground signs or freestanding signs with a sign area greater than three (3) feet by five (5) feet.
 - i. The position and location of all public rights-of-way, easements and public utility lines and easements.
 - (7) Such other information deemed necessary by the sign administrator to show compliance with this chapter and other ordinances.
- (c) *Issuance of permanent sign permits.* Upon the filing of an application for a sign permit, the plans, the specifications, and other data, as applicable, shall be examined by the Sign Administrator. If it appears that the proposed sign is in compliance with the requirements of this chapter and other applicable laws of the City, the Sign Administrator shall issue a sign permit to the applicant. With the exception of street banner permits, sign permits shall expire after one hundred eighty (180) days from the date of issuance. Failure to erect, reconstruct, alter, rebuild, or move a permitted sign (other than a street banner) within one hundred eighty (180) days of the granting of the permit shall mean the applicant must reapply for a new permit. A street banner permit shall expire one week after the civic event it advertises.

Sec. 17½-18. Fees.

- (a) The sign permit fees for ground, freestanding, A-frame, banners, feather flags, garage sales, estate sales and all other signs, unless excepted, shall apply and must be paid by the applicant. The fees shall be as set forth in chapter 28 of this Code.
- (b) Reinspection fees shall be in an amount as set forth in chapter 28 of this Code.

Sec. 17½-19. Exceptions to permit requirements—Permanent signs.

A sign permit shall not be required for the following:

- (1) The changing of the advertising copy or message of a painted sign;
- (2) The changing of the advertising message or copy or message of an electrical sign, if such electrical sign is specifically designed for the use of replaceable copy;

- (3) The electrical, repainting, or cleaning maintenance of a sign; however, all electrical work will require an electrical permit; or
- (4) The repair of a sign; provided, however, that reinspection fees shall apply, and unless the sign is an existing, nonconforming sign (relative to this chapter), whereupon an inspection and assessment of the damage valuation shall be made by a Sign Administrator prior to any repairs being initiated.

Sec. 17½-20. Special use permits.

- (a) The Building Board of Adjustments and Appeals (“BBOAA”) shall be empowered to vary the provisions of this article if it appears that the provisions would work in manifest injustice, considering such factors as sign location and other pertinent factors. Such decision of the BBOAA should not, however, conflict with the spirit of this article; which is one of safety, provision of adequate light, open space and air, conservation of land and building values, and to encourage the most appropriate use of land. All requests to vary any sign regulations will require a special use permit, which requires approval by the BBOAA by a two-thirds (⅔) vote.
- (b) Non-refundable fee. An applicant for a special use permit shall pay a non-refundable fee, in the amount provided for in the fee schedule in chapter 28.

Sec. 17½-21. Issuance of permits not waiver.

The issuance of a sign permit shall not constitute a waiver of any requirement of this chapter or any other applicable ordinance of the City. The City may avail itself of all lawful remedies in connection with violations of this chapter.

Secs. 17½-22—17½-28. Reserved.

ARTICLE IV. CONSTRUCTION, PLACEMENT AND MAINTENANCE

Sec. 17½-29. Structural requirements.

- (a) *Compliance with other ordinances.* All signs and sign structures shall comply with the applicable requirements of the other ordinances adopted by the City.
- (b) *Transmission lines, minimum spacing.* All signs and sign structures shall have a minimum clearance of fourteen (14) feet vertically and shall have a horizontal clearance equal to its height from any transmission line carrying seven hundred fifty (750) volts or greater.

Sec. 17½-30. Measurement of signs.

- (a) *Wall signs.* The sign facing or surface area of a wall sign shall be computed to include the entire area on a vertical wall and within a regular geometric form comprising all display area of the sign and all the applicable elements.
- (b) *Ground signs (freestanding sign).* The sign facing or surface area shall be computed to include the entire area within a regular geometric form comprising all the display area of the sign and the frame. Supporting structural members not bearing advertising matter, identifying color,

symbols, wording or pictures shall not be included in computation of surface area, but shall be included in the measurement and determination of a sign's height.

- (1) *Irregular signs.* In calculating the area of irregular signs or separately mounted signs on one supporting structure, the area shall be that of the smallest regular geometric form that will wholly contain all the elements including the frame.
 - (2) *Multifaced signs.* In calculating the area of multi-faced signs, all faces of a multifaced sign shall be included. Each V-shaped sign, the faces of which are mounted at forty-five (45) degrees or less, and double-faced or back-to-back signs, shall be considered a single sign for the purpose of measurement.
- (c) *Signs under canopies.* A sign under a canopy shall not exceed three (3) square feet (one (1) foot × three (3) feet) and must be at least eight (8) feet above the walkway.

Sec. 17½-31. Projection of signs.

- (a) A supporting member of a sign shall be located at least three (3) feet from the property line of the property upon which it is situated.
- (b) No sign or any portion thereof shall project or extend more than two (2) feet from the exterior of the building to which it is affixed.
- (c) Signs projecting more than eighteen (18) inches from the face of the building or supporting structure over private property used or intended to be used by the general public shall have a minimum clearance of eight (8) feet above the pavement or finished grade.
- (d) No sign shall be attached to a building in such a manner that the sign surface, or any part thereof, exceeds in height the roofline or parapet wall of such building.
- (e) Building canopy signs must be flush mounted on the canopy and shall not project above or below the face of the canopy and shall not be of a height greater than fourteen (14) feet above finished grade.
- (f) Service station refueling canopy signs shall not project above or below the canopy fascia itself and shall not be of a height greater than twenty (20) feet above finished grade.

Sec. 17½-32. Illumination of signs.

- (a) It shall be unlawful for any person to erect, structurally alter, relocate, or maintain any sign which creates glare upon a public street, sidewalk, or adjacent residential property.
- (b) Nonenergized signs may be illuminated from an independent artificial source provided such illumination is concentrated upon the area of the sign only and does not cause glare upon any street, driveway, parking area, or adjacent residential property. No strobe lights or flashing lights will be allowed, nor will electronic reader boards be permitted to flash or display anything other than letters, words, text copy and typographical symbols.

Sec. 17½-33. Fire hazards.

- (a) It shall be unlawful for any person to erect, structurally alter, or relocate any sign in such manner as to obstruct or in all probability cause to obstruct:
 - (1) Ingress or egress;
 - (2) Lighting or ventilation;

- (3) Firefighting;
 - (4) Escape from a building;
 - (5) Free passage from one part of a roof to any other part thereof.
- (b) It shall be unlawful for any person to attach any sign to an exterior stairway, fire escape, fire tower, or balcony serving as a horizontal exit.
 - (c) It shall be unlawful for any person to erect, structurally alter, or relocate a sign in such manner that all or any portion of such sign or its supporting structure will interfere in any way with the free use of any fire escape, exit, or standpipe, or obstruct any required ventilator, door, or stairway.
 - (d) Any cloth sign or banner that is attached to a building shall be flame retardant.

Sec. 17½-34. Traffic hazards.

It shall be unlawful for any person to erect, structurally alter, or relocate any sign in such manner as to constitute a hazard to pedestrian or vehicular traffic or in such manner as to obstruct free and clear vision, regardless of location, by reason of the position, shape, color or movement which may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device. Nor shall such sign make use of any word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse vehicular or pedestrian traffic. Further, any public display of any sign resembling, or once used as, a traffic control sign or other traffic device is expressly prohibited by this chapter.

Sec. 17½-35. Prohibited signs.

Unless specifically authorized in another section of this chapter, signs of the following nature are expressly prohibited from and after the effective date of this chapter:

- (1) Off-premises signs; except that a business shall be allowed one off-premises directional sign. Any such sign must be a freestanding sign not exceeding sixteen (16) square feet and no more than six (6) feet in height. Such signs must be displayed upon private property and shall comply with the other provisions of this chapter.
- (2) Signs which contain statements, words, or pictures of an obscene, indecent, or immoral character as they will offend public morals or decency as determined by the City Council, and in accordance with relevant definitions of the Texas Penal Code.
- (3) Signs which advertise an activity, business, or service no longer conducted on the premises upon which the sign is located.
- (4) Signs which move or contain visible moving parts.
- (5) Banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, balloons, inflatables, feather flags or other similar devices, either individually or attached to a sign or building.
- (6) Signs attached to or located upon exposed amenities such as benches, trash containers, trees, shrubbery, fences, fence posts or any structure used or intended for any other purpose.
- (7) Any stereopticon or motion picture machine used in conjunction with or attached to any sign in such manner as to permit the images projected therefrom to be visible from any public street or sidewalk.
- (8) Snipe or bandit signs.

- (9) Spectacular signs, iridescent painted signs, signs with fluorescent colors and signs that make or create noise.
- (10) Temporary signs.
- (11) Portable signs.
- (12) Handheld signs are prohibited upon any public rights-of-way, including, but not limited to, any public street, alley, or other public property.

Sec. 17½-36. Signs on public property.

- (a) Except as provided in subsection (b and c), it shall be unlawful to erect, maintain, or place or cause to be erected, maintained or placed a sign upon, in, or above a public street, public sidewalk, public alley, public right-of-way, public curb or other public improvement in any public street or grounds, a public bridge or part of same, public building or structure or any other public place. Any such sign prohibited herein shall not be subject to the provisions of section 17½-13 and may be seized and impounded by the City in accordance with the provisions of section 17½-15 of this chapter.
- (b) Public athletic facilities may have signs attached to fences surrounding such facility to provide public information or team sponsor advertising. Except for scoreboards, such signs shall not project above the fence line and shall face the athletic facility.
- (c) Public parks. Public parks may have signs to give information and/or regulations concerning park use.

Sec. 17½-37. Signs on predominantly residential rights-of-way.

The following restrictions shall apply to signs on predominantly residential rights-of-way in addition to any other requirements in this chapter:

- (1) Only one on-premises sign not exceeding six (6) square feet in sign area shall be permitted per property. For property that has multiple dwelling units, one additional sign totaling not more than thirty-two (32) square feet in sign area shall be permitted.
- (2) Signs may be placed anywhere on the premises except as restricted in this chapter. Signs may not project beyond any property line and, if ground mounted, the top shall not be more than five (5) feet above natural ground level. If building mounted, such signs shall be flush mounted and shall not project above the roofline.
- (3) Marquee panels are prohibited in platted residential areas with the exception of one reader panel erected for the sole use of the homeowner's association of the subdivision.
- (4) Subdivisions shall be allowed one permanent identification sign at each entrance. The total sign surface area at each entrance shall not exceed fifty (50) square feet.

Signs authorized by this section that do not exceed six (6) square feet in sign area shall not require a permit for installation and erection.

Sec. 17½-38. Signs on general rights-of-way.

The following provisions and restrictions shall apply to signs adjacent to general rights-of-way in addition to any other requirements in this chapter. Only the following on-premises signs shall be allowed per property:

- (1) *Wall signs.*

- a. *Size and number.* Two (2) wall signs are permitted for each business or integrated business development with an allowable total sign area equal to ten (10) percent of the total wall area. Exterior window signage, for purposes of this chapter, is included in this size computation for wall surface area and, likewise, any text affixed to windows shall be counted as part of the overall wall sign size. Any window used for signage shall remain at least fifty (50) percent unobstructed.
- b. *Location.* A wall sign shall not project above the roofline. The sign must be located on the site where the goods or services are offered.
- c. *Illuminated signs.* No wall sign may be illuminated if it faces a residential subdivision and is located less than fifty (50) feet from a residential property line.

(2) *Ground signs or freestanding signs.*

- a. *Size and number.* Except as provided below, one ground sign is permitted for each business or integrated business development on each street that abuts the tract or lot upon which the business or integrated business development is located. The allowable total sign area for each business shall be fifty (50) square feet, including the frame; provided, however, that a shopping center or integrated business development shall be limited to a total sign area of three hundred (300) square feet including the frame. In addition, each ground sign may have a reader board of up to forty (40) square feet attached to it. A reader board panel shall be treated as a ground sign or a component thereof. A business or integrated business development shall not be allowed to erect a ground sign or freestanding at any location that is contiguous to or located within three hundred (300) feet of any part of, a residential subdivision; rather, a monument sign shall be permitted. Monument signs containing reader board panels shall not exceed fifty (50) square feet in their entirety (overall sign surface area).
- b. *Location and height.* A ground sign shall be set back so that no part of such sign overhangs public property or easements. The height, including any part of the sign or structure, shall not exceed twenty-five (25) feet in height above the highest finished grade at the front property line, or five (5) feet above the roofline of a business establishment, whichever is lower. The sign must be located on the site where the goods or services are offered.
- c. *Open or empty panel spaces* must be filled with opaque, blank panels of the same color.

(3) *Canopy signs.* one canopy sign is permitted for each business or integrated business development, and the specific sign area is limited to no more than twenty (20) percent of the total canopy area. Each directional surface of a canopy shall be considered one sign surface (e.g., a three-sided (u-shaped canopy) shall equate to three (3) sign surfaces). The edge of the canopy sign shall not extend beyond the length or width of the canopy to which it is attached.

(4) *Awning signs.* one awning sign is permitted for each business or integrated business development, and the specific sign area is limited to no more than twenty (20) percent of the total awning area. Each directional surface of an awning shall be considered one sign surface (e.g., a three-sided (u-shaped awning) shall equate to three (3) sign surfaces).

Sec. 17½-39. Specific use signs.

On-premises wall and ground signs used to advertise bona fide religious, institutional, fraternal or nonprofit organizations shall be subject to the provisions set forth in section 17½-38.

Such signs shall be maintained according to the provisions of this chapter and the currently adopted International Building Code.

Sec. 17½-40. Signs on highway frontage.

All signs in this section shall comply within applicable state requirements. The following provisions and restrictions shall apply to signs adjacent to general rights-of-way in addition to any other requirements in this chapter. Only the following on-premises signs shall be allowed for each business establishment as defined in section 17½-2.

- (1) This section applies to business establishments located along the following highway areas; beginning at the City limits on State Highway 35 North, continuing along State Highway 35 Bypass, and ending at the City limits on State Highway 35 South (“the roadway”).
- (2) Ground signs or freestanding signs.
 - a. Size and number. one on-premises sign is permitted for each business establishment. The total sign area shall be no greater than one hundred (100) square feet, including the frame. In addition, each sign may have a reader board attached to it with the total area no greater than seventy (70) square feet.
 - b. Location and height. The sign must be positioned to be viewable from the roadway and located within one hundred (100) feet of the right-of-way of the roadway. The height, including any part of the sign or structure, shall not exceed thirty-five (35) feet in height above the highest finished grade at the front property line. The sign must be located on the business establishment’s site.
 - c. All signs shall comply with the applicable provisions of the most current editions of the International Building Code and National Electrical Code adopted by the City.

Sec. 17½-41. Temporary political signs on City-owned public property.

- (a) The purpose of this article is to provide reasonable regulations for political signs placed on City-owned or controlled public property when such property is used as an election polling location. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.
- (b) Political signs shall not be placed on or within the right-of-way. This includes posting signs on trees, telephone poles, traffic signs and other objects in the right-of-way. Signs erected in the right-of-way or posing a traffic hazard will be removed without prior notice.
- (c) A temporary political sign may be placed on public property that serves as an early voting polling location or an election day polling location. Only signs that refer to a candidate or issue that is on the ballot at a particular voting location may be placed at that voting location. A maximum of four (4) signs per candidate or issue may be placed at each polling location and must be self-supporting and stand alone in nature, not being attached to any other. Each temporary political sign may not:
 - (1) Exceed six (6) square feet per sign face.
 - (2) Exceed four (4) feet in height including any supporting instruments used for staking.
 - (3) Be illuminated or have any moving elements.
 - (4) Be within one hundred (100) feet of an outside door which a voter may enter the public building.

- (5) Be placed in a location that creates a traffic hazard or obstructs traffic visibility.
 - (6) Be placed on the premises earlier than twenty-four (24) hours before the commencement of the voting period.
 - (7) Remain on the premises more than twenty-four (24) hours after the voting period has ended.
- (c) All political signs posted on public property in violation of this section are hereby declared to be public nuisances and may be abated as such by the City. All political campaign signs posted on public property shall be deemed to be abandoned and shall become the property of the City and may be disposed of at the discretion of the City.

Sec. 17½-42. Temporary political signs on private property.

Political signs may be placed on private property with the owner's permission ninety (90) days before an election and shall be removed within ten (10) days after the election.

Secs. 17½-43—17½-45. Reserved.

ARTICLE V. SIGN TYPES

DIVISION 1. GENERALLY

Sec. 17½-46. Painted signs.

Painted signs shall be on permanently weatherproofed materials and all sign surfaces shall be painted or treated with weatherproofed materials.

Sec. 17½-47. Electrical signs.

Any electrical sign shall conform fully to the applicable requirements of the National Electrical Code (current edition), adopted by section 8-6 of this Code of Ordinances, and shall receive a permit under the provisions of the National Electrical Code (current edition) and this chapter. Electrical signs shall be mounted with internal support and structures.

Sec. 17½-48. Abandoned signs.

Any on-premises or off-premises sign structure otherwise lawfully erected and maintained which has no copy, transcript, reproduction, model, likeness, image, advertisement, written material, is illegible, or has become unkempt or illegible for a period of ninety (90) consecutive days shall be considered to be in violation of this chapter and shall be rendered blank, restored to use or removed by the owner or permittee within thirty (30) days of receipt of notice from the Sign Administrator and/or Code Compliance Officer. If the sign is not rendered blank, restored to use or removed within such time period, it shall be considered abandoned and subject to removal by the City. Any on-premises sign which no longer has a business purpose applicable to the property because of the closure of the business, change in business name or other reason rendering the sign nonapplicable to the property shall be removed or rendered blank by the owner or permittee within ninety (90) days from the date of the action that caused the sign to no longer have a business purpose.

A condition of approval for all sign permits shall be that the permit holder or owner of the building, or premises, at his own expense, removes all abandoned signs. New signs for a building or property on which an abandoned sign is located shall not be approved until the abandoned sign

is removed. Approval may be given on the condition that the abandoned sign is removed before a new sign is erected.

Sec. 17½-49. Nonconforming signs.

- (a) Signs which do not conform to this chapter, but which lawfully existed and were maintained on the effective date of this chapter shall be kept in good repair and visual appearance and no structural alteration shall be made thereto. An off-premises nonconforming sign that is destroyed, blown down or dismantled for any purpose other than maintenance operations or for changing the letters, symbols or other matters on the sign shall not be allowed to be replaced. A nonconforming on-premises sign that is destroyed, blown down, or dismantled for any purpose may be replaced provided that the sign conforms to the requirements of this chapter. For purposes of this section a sign shall be considered to have been destroyed if the estimated cost to repair the sign is more than fifty (50) percent of the cost of erecting a new sign of the same type at the same location.
- (b) Businesses that have one or more nonconforming on-premises signs will not be granted permits for new signs unless the permit is for a conforming on-premises sign that will replace a nonconforming on-premises sign.

Secs. 17½-50—17½-55. Reserved.

DIVISION 2. TEMPORARY SIGNS

Sec. 17½-56. Generally; unlawful to erect, alter or relocate.

Unless otherwise specifically authorized in section 17½-5 of this chapter, it shall be unlawful for any person to erect, structurally alter or relocate a temporary sign. Temporary signs erected in violation of this chapter are subject to removal and/or impoundment according to the provisions of this chapter.

Sec. 17½-57. Temporary signs for developments under construction.

- (a) *Subdivisions and developments under construction signs.*
 - (1) *Allowed.* One temporary subdivision sign may be located at each of any of the main entrances to any new residential subdivision. One temporary sign for developments under construction shall be allowed for the tract or lot on which the building or complex is located, in order to give information concerning leasing, renting, selling, financing, and/or contracting. Three (3) additional temporary subdivision signs may be located within the property lines of the development under construction. Off-premises temporary signs, except kiosk signs, advertising subdivisions or developments under construction are prohibited.
 - (2) *Size.* The sign facing for each such temporary subdivision sign at any of the main entrances or within the property lines of the development under construction shall not exceed fifty (50) square feet in area and be no more than twelve (12) feet in height. Each temporary sign on a tract or lot for sale, lease, rent, etc., shall not exceed six (6) square feet.
 - (3) *Removal.* All temporary subdivision signs shall be removed when the lots in the subdivision have been sold to homebuyers. All temporary signs for developments under construction shall be removed upon completion of the project.
 - (4) *Permits.* Not required.

(b) *Kiosk signs.*

- (1) *Allowed.* Kiosk signs provide directions to subdivisions, homebuilders, and City facilities. These signs shall be maintained in good repair and legible condition.
- (2) *Location.* Signs are placed in various locations throughout the City of Alvin.
- (3) *Removal.* Each kiosk sign may remain until such time deemed appropriate by the City Manager or their designee
- (4) *Permits.* Not required. Prior approval by the City Manager or their designee is required.

Sec. 17½-58. Special event signs.

- (a) *Bona fide religious, institutional, or non-profit organizations' temporary signs on private or public property.* Temporary signs that direct the public to or advertise an event of civic interest, such as parades, organized holiday festivities, special events on the behalf of charitable organizations and the like, are allowed on private or public property provided that:
 - (1) Such signs do not exceed thirty-two (32) square feet in area for business establishments and sixteen (16) square feet for residential properties. Such signs shall not be placed in a City or state right-of-way or easement.
 - (2) Signs are erected only for a time period not to exceed thirty (30) days before and three (3) days after the event;
 - (3) Banners may be used for bona fide religious, institutional, or non-profit special events on property where the event will be held. Such banners shall not total more than thirty-two (32) square feet and the special event site is limited to two (2) banners at all times;
 - (4) Banners at the event site must be attached to a permanent building or between freestanding posts on the property. Such banners may not be placed on benches, fences, shrubs, or the like; and
 - (5) Banners used to advertise a special bona fide religious, institutional, or non-profit event must not, at any time, cause a safety issue or traffic obstruction.
- (b) *Across public rights-of-way.* Banners that advertise civic events may be erected over a City-approved and designated general right-of-way, provided that the following conditions are met:
 - (1) The banner is no more than twenty-five (25) feet in width and not more than four (4) feet in height and has tie-down ropes connected to each corner.
 - (2) The banner shall be at a height more than eighteen (18) feet above the roadway.
 - (3) The banner shall only be installed at a dedicated location designated and approved by the City; and the City shall erect the banner in a timely manner, once the required permit has been obtained.
 - (4) Banner permit fees shall be designed to recover the City's expense of erecting and removing the banner in a safe and proper manner. Each banner permit fee shall be as set forth in chapter 28 of this Code and shall be submitted and approved no sooner than sixty (60) days prior to a requested display date, nor later than forty-five (45) days immediately preceding the requested display date.
 - (5) The banner is erected no more than two (2) weeks prior to the event and removed within three (3) days upon conclusion of the event.
- (c) *Grand opening signs.* The purpose of grand opening signage is to allow a new business to benefit from special advertising signage which is not usually permitted by the provisions of

chapter 17½. The following provisions contained within this subsection shall apply to grand opening signage:

- (1) All requests for grand opening signage shall be submitted to the Code Compliance Department no less than three (3) days prior to the grand opening event date. If approved by a Code Compliance Officer, they will sign the permit request for approval and issuance of the permit;
- (2) A permit for grand opening signage shall be required by the Code Compliance Department. The permit shall be issued for a period of no more than fourteen (14) consecutive calendar days. The grand opening signage permit is limited to the address noted on the certificate of occupancy; and
- (3) Grand opening signage may include any combination of feather flags, air dancer, snipe/bandit signs, oversized banners, streamers, and/or inflatables, which may be in addition to any other sign allowed by the provisions of this chapter.

Sec. 17½-59. Signs in multiuse subdivisions.

Signs in multiuse subdivisions must comply with all provisions of this chapter where applicable; however, in addition to signs permitted under this chapter, multiuse subdivisions are entitled to the following:

- (1) One permanent identification sign shall be allowed at each main entrance to each commercial reserve or residential reserve located within the subdivision. The sign area at each such entrance shall not exceed fifty (50) square feet.
- (2) The specifications that pertain to temporary subdivision signs in residential subdivisions as outlined in section 17½-57 shall also apply to temporary real estate signs in multiuse subdivisions.
- (3) Temporary signs for a project under construction may be placed for each new commercial building, parcel, or tract of land to be developed within such subdivision. Each such sign must be located on-premises. The provisions of section 17½-57 shall apply to all temporary signs within multiuse subdivisions.
- (4) Directional signs will be allowed within multi-use subdivisions seven (7) days a week under the following regulations:
 - a. All directional signs must be on-premises (within the property lines of the subdivision);
 - b. All directional signs must be standardized throughout the project with respect to color, lettering, and frame style;
 - c. The developer of the subdivision shall be responsible for determining the uniform construction standards for all directional signs within the multiuse subdivision;
 - d. All directional signs shall not exceed twelve (12) square feet in sign area or four (4) feet in height; and
 - e. All directional signs must be a minimum of two hundred (200) feet apart.

DIVISION 3. OFF-PREMISES SIGNS

Sec. 17½-60. Off-premises ground signs prohibited.

All off-premises ground signs are expressly prohibited, unless otherwise specifically excepted in this chapter. This prohibition is continued in effect from Ordinance No. 96-ZZZ enacted on or about September 19, 1996. Off-premises ground signs that were in existence prior to October 4,

1996 (the effective date of Ordinance No. 96-ZZZ) shall be allowed to remain subject to the provisions of this chapter and compliance therewith.

Sec. 17½-61. Off-premises portable signs prohibited.

Subject to the provisions of this chapter, all portable signs are expressly prohibited. This prohibition is continued in effect from Ordinance No. 92-R enacted on or about September 8, 1992. It shall be unlawful for any person to place, display or allow public view of a portable sign, whether on-premises or off-premises.

Secs. 17½-62—17½-66. Reserved.

DIVISION 4. ON-PREMISES PORTABLE SIGNS

Sec. 17½-67. On-premises portable signs prohibited.

On-premises portable signs shall continue to be expressly prohibited from and after the effective date of December 31, 2003.

Secs. 17½-68—17½-81. Reserved.

Section 2. That except as amended herein all other provisions of Chapter 17 1/2 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. Penalties. It shall be unlawful for any person, firm, entity, or organization to violate any provision of this Ordinance, including but not limited to soliciting within public roadways without a valid permit or failing to comply with any condition of a charitable solicitation permit. Any person, firm, entity, or organization found in violation shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500. Each day that a violation occurs or continues shall constitute a separate offense. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, 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 5. Incorporation into Code of Ordinances. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

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

Section 7. 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 City of Alvin Charter.

Section 8. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the 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*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 18th day of September 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/18/2025

Department: Human Resources

Contact: Diamantina Rodriguez, Human Resources Manager

Agenda Item: Consider Resolution 25-R-24, amending the City of Alvin Personnel Policy Manual, and providing for other matters related thereto.

Type of Item: Resolution

Summary: Due to recent events and at the direction of City Council, staff is recommending amendments to the City's Personnel Policy. To provide clarity and efficiency, all proposed changes have been consolidated into Resolution 25-R-24 for Council consideration.

Amendment 1 – Rule 19.I. (FLSA, OVERTIME, COMP TIME AND TIME MANAGEMENT)

We recommend revising Rule 19.I. to include compensatory time as hours worked when determining eligibility for overtime pay. This adjustment aligns the City's personnel policy with provisions in the collective bargaining agreement with the Alvin Police Officers Association (APOA).

Amendment 2 – Rules 50.E. and 50.F. (Identification Badges)

Following a recent incident involving the replication of a City-issued identification badge, staff identified the need for a clear security policy. We are recommending the addition of Rules 50.E. and 50.F. to establish safeguards against duplication, replication, or misuse of City identification badges.

Amendment 3 – Rules 64.B., 64.C., 64.D., and New Rule 65.K. (Conduct While in Uniform)

At the direction of Council, staff reviewed the Personnel Policy regarding employee conduct while in City attire. To maintain professionalism and uphold the City's image, staff proposes amending the policy to clarify prohibited actions "while in uniform" as amended in Rules 65.B., 65.C., and 65.D. Additionally, staff recommends amending the policy to list other prohibited behavior while in city uniform or attire (Rule 65.K.).

Recommendation

Staff respectfully recommends approval of Resolution 25-R-24, amending the Personnel Policy as outlined.

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: 9/15/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed:

Supporting documents attached:

1. Res 25-R-24; Personnel Policy
-

2. Personnel Policy Manual Amedments; redlined
 3. Personnel Policy Manual Amedments; clean copy
-

Recommendation: Move to approve Resolution 25-R-24, amending the City of Alvin Personnel Policy Manual, and providing for other matters related 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 25-R-24

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING THE CITY OF ALVIN'S PERSONNEL POLICY MANUAL IN ITS ENTIRETY; 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 adopted by Resolution 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, including the addition of the Juneteenth as an official City holiday;

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 18th day of September 2025.

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

189th day of ~~December~~

~~2024~~September 2025

Resolution ~~25-R-244-R-40~~

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	Spouse of Grandparent
			Stepdaughter	
			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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PERSONNEL POLICY MANUAL

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. ~~Compensatory time and a~~ 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
Veterans Day	November 11
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. 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.
 - 2. 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.
- E. Eligibility for Holiday Pay. Only regular full-time employees are eligible to receive the holiday pay benefit, regardless of their probationary status.
- F. 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.
- G. 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.

- H. **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.
- I. **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.
- J. **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 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.
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.
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.
- E. Under no circumstances may any employee, contractor, visitor, or third-party duplicate, replicate, or attempt to replicate a company-issued personnel identification badge. This includes, but is not limited to:
 - 1. Making photocopies, scans, or digital reproductions of ID badges;
 - 2. Creating counterfeit badges for any purpose;

3. Allowing others to use or copy your badge; or
4. Modifying the appearance or content of a badge in any unauthorized manner

F. All badges remain the property of tThe City of Alvin and must be returned upon termination of employment, contract, or at the request of management.

D.

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; accessing, displaying, downloading, or distributing sexually explicit material;
2. accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content;
3. copying or downloading commercial software in violation of copyright law;
4. using the systems for financial gain or for any commercial activity unrelated to City business;
5. using the systems in such a manner as to create a security breach of the City network;
6. looking at or applying for work or business opportunities other than for internal City postings;
7. 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;
8. transmitting or sharing information regarding a coworker's health status without his/her permission;
9. expressing opinions or personal views that could be misconstrued as being those of the City;
10. expressing opinions or personal views regarding management of the City or other political views; and/or
11. 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~~ 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 includes, but ~~are-is~~ not limited to: ~~e~~Employee records, ~~l~~Legal documents, ~~and-or~~ 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.e. 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.

J.

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. 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:
 - a. Prevent the installation of prohibited applications; and
 - b. Ensure secure device management capabilities, including remote uninstall and wipe functions for compromised or non-compliant devices.
- G. Compliance with this Policy will be verified through IT system reports and feedback to City leadership.
- H. 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.
- I. 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.

D. The result of the investigation must be submitted to the City Manager, [the Legal Department](#), and the Human Resource Director.



PERSONNEL POLICY MANUAL

SECTION IX. PROHIBITED CONDUCT

RULE 600. 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 614. 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 622. 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 633. 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 644. 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 in city uniform or attire, -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, while in city uniform or attire 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, while in city uniform or attire 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.
- J.K. Conduct While in City Uniform. Employees are strictly prohibited from consuming alcohol, using controlled substances, or engaging in any behavior that could harm the reputation or operations of the City while wearing city-issued uniforms or identifiable City attire. This policy applies during work hours, off hours, breaks, any public or private event where the employee represents the City. Violations may result in disciplinary action, up to and including termination, in accordance with applicable laws and personnel policies.

K.L. 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.
~~1.~~
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.M.~~ **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.

~~N.~~ **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.

~~M.~~

RULE 655. 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.

P.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.

Q.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.

R.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).

S.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.

T.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)

- U.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.
- V.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.
- W.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.
- X.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.
- Y.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.

~~Z.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.

~~AA.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.

~~BB.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.

~~CC.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.

~~DD.EE.~~ 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.

~~EE.FF.~~ Questions. Anyone with questions regarding this policy should contact the Human Resources Director.

RULE 666. 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 677. 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 688. 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 ~~696~~9. 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.

I. —

RULE 700. 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



PERSONNEL POLICY MANUAL

For The

CITY OF ALVIN, TEXAS

Adopted by the City Council

On the

18th day of September 2025

Resolution 25-R-24

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.

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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	Spouse of Grandparent
			Stepdaughter	
			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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PERSONNEL POLICY MANUAL

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. Compensatory and 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, 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.
- 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
Veterans Day	November 11
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. 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.
 - 2. 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.
- E. Eligibility for Holiday Pay. Only regular full-time employees are eligible to receive the holiday pay benefit, regardless of their probationary status.
- F. 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.
- G. 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.

- H. **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.
- I. **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.
- J. **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 Manager'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 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.
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.

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.
- E. Under no circumstances may any employee, contractor, visitor, or third-party duplicate, replicate, or attempt to replicate a company-issued personnel identification badge. This includes, but is not limited to:
 - 1. Making photocopies, scans, or digital reproductions of ID badges;
 - 2. Creating counterfeit badges for any purpose;

3. Allowing others to use or copy your badge; or
 4. Modifying the appearance or content of a badge in any unauthorized manner
- F. All badges remain the property of the City of Alvin and must be returned upon termination of employment, contract, or at the request of management.

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; accessing, displaying, downloading, or distributing sexually explicit material;
2. accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content;
3. copying or downloading commercial software in violation of copyright law;
4. using the systems for financial gain or for any commercial activity unrelated to City business;
5. using the systems in such a manner as to create a security breach of the City network;
6. looking at or applying for work or business opportunities other than for internal City postings;
7. 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;
8. transmitting or sharing information regarding a coworker's health status without his/her permission;
9. expressing opinions or personal views that could be misconstrued as being those of the City;
10. expressing opinions or personal views regarding management of the City or other political views; or
11. 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 includes, but is not limited to: employee records, legal documents, or 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.
- e. 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. 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:
 - a. Prevent the installation of prohibited applications; and
 - b. Ensure secure device management capabilities, including remote uninstall and wipe functions for compromised or non-compliant devices.
- G. Compliance with this Policy will be verified through IT system reports and feedback to City leadership.
- H. 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.
- I. 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.
- D. The result of the investigation must be submitted to the City Manager, the Legal Department, and the Human Resource Director.



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 in city uniform or attire, 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, while in city uniform or attire 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, while in city uniform or attire 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. **Conduct While in City Uniform.** Employees are strictly prohibited from consuming alcohol, using controlled substances, or engaging in any behavior that could harm the reputation or operations of the City while wearing city-issued uniforms or identifiable City attire. This policy applies during work hours, off hours, breaks, any public or private event where the employee represents the City. Violations may result in disciplinary action, up to and including termination, in accordance with applicable laws and personnel policies.
- L. **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.
- M. 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.
- N. 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 devises 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: 9/18/2025

Department: Finance

Contact: Chris Thomas, Director of Finance

Agenda Item: Consider Resolution 25-R-23, adopting the City of Alvin Investment Policy for the investment of municipal funds; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: Pursuant to Section 2256.005(e) of the Texas Government Code, part of the Texas Public Funds Investment Act (PFIA), the governing body of an investing entity shall review its investment policy and strategies not less than annually.

Staff is not recommending any changes to the current investment policy. Even if there are no changes to the policy, the governing body must still review and confirm by written instrument that the policy has been reviewed and accepted for the following year.

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:** 9/15/2025 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 9/15/25

Supporting documents attached:

1. Res 25-R-23; Investment Policy
 2. Res 25-R-23; Exhibit A; Investment Policy
-

Recommendation: Move to approve Resolution 25-R-23, adopting the City of Alvin Investment Policy for the investment of municipal funds; and setting forth 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 NO. 25-R-23

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE CITY OF ALVIN INVESTMENT POLICY FOR THE INVESTMENT OF MUNICIPAL FUNDS; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, Chapter 2256 of the Texas Government Code requires the City Council to annually review its Investment Policy regarding the investment of City funds and funds under its control; and

WHEREAS, the City Council of the City of Alvin, Texas, desires to adopt its Investment Policy pursuant to Chapter 2256 of the Texas Government Code, Public Funds Investment Act; and

WHEREAS, pursuant to the Public Funds Investment Act, the governing body of the City shall adopt a resolution stating it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies;

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. The City of Alvin Investment Policy was reviewed by City Council, and is hereby adopted as the Investment Policy of the City of Alvin, attached hereto as “Exhibit A.”

Section 3. Open Meetings. 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 Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 18th day of September 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

CITY OF ALVIN INVESTMENT POLICY

I. PURPOSE AND INTENT

This policy is created to comply with all current requirements of the Texas Public Funds Investment Act (PFIA), Section 2256 of the Texas Government Code. It is the policy of the City of Alvin (City) to invest public funds in a manner which will provide for safety of principal as the primary goal while striving to earn a market rate of interest by meeting benchmarks set by the City as conservative yield returns. A secondary goal of the City will be liquidity of invested funds to meet the daily cash flow demands for maintenance and operations of government activities. All state and local statutes governing the investment of public funds will be observed and followed. The City's investment policy, as approved by the governing body, is adopted to provide investment guidelines for use by City staff.

II. SCOPE

This policy applies to all investment activities of the City's funds, excluding funds held in trust, held in part for a deferred compensation plan, or subject to other investment covenants, or excluded by contract. All funds covered by this policy shall be invested in accordance with the PFIA (Section 2256), as amended. The funds are accounted for in the City's annual finance report and include:

- A. General Fund**
- B. Special Revenue Funds**
- C. Proprietary Funds**
- D. Debt Service Funds**
- E. Capital Project Funds**
- F. Other funds created by the City**

III. OBJECTIVES

The primary objectives, in priority order, of the City investment activities shall be:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective shall be to mitigate credit risk and interest rate risk.

1. Credit Risk

Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by limiting investments to the safest types of securities, pre-qualifying issuers with which the City plans to do business, and diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity and by investing operating funds primarily in shorter-term securities.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements of the City that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.

C. Diversification

Diversification is required to reduce and manage potential risk including those risks on individual securities or market sectors. Some diversification is required as municipalities have contracts for banking services to handle daily operations which may differ from other investment options.

D. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of interest throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investment options is limited to relatively low risk securities in anticipation of earning a fair rate of interest relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

1. A declining credit security could be sold early to minimize loss of principal.
2. A security swap could be used to adjust average portfolio maturity or improve the quality of yield of the portfolio.
3. Liquidity needs of the portfolio require that the security be sold.

IV. STANDARD OF CARE

A. Prudence

The standard of care to be used by investment officers shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with the investment policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Investments shall be made with judgement and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of capital as well as the probable income to be derived.

B. Investment Officer

The Finance Director will be the City's primary investment officer and shall establish written procedures for the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the established procedures.

C. Ethics and Conflicts

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial decisions. Investment officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment officers shall refrain from undertaking personal investment transactions with the same individual person with whom business is conducted on behalf of the City.

Any investment officers of the City who have a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. Any investment officers who are related within the second degree by affinity or consanguinity, as determined under Texas Government Code Chapter 573, to an individual seeking to sell an investment to the investment officer shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the City. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if any of the following apply:

1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization.
2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year.
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

D. Required Training

Per section 2256.008 of the Texas Government Code, any City officials designated as investment officers shall attend at least one training session relating to the responsibilities of maintaining the investment portfolio within 12 months after taking office or assuming duties and shall receive no less than 10 hours of instruction relating to investment functions. Thereafter, eight hours of investment training is required in every two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. Such training, from an independent source, shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

V. BENCHMARKS AND LIMITATIONS

A. Market Yield Benchmark

The City's investment strategy is conservative. Given this type of strategy, the basis used to determine whether market yields are being achieved shall be the 13-week Treasury Bill (T-bill) rate. This benchmark is also known as a three-month (or 91-day) T-bill rate.

B. Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than two years from the date of purchase, unless approved by the governing body. The weighted-average maturity of the overall portfolio shall not exceed 12 months.

Bond funds may be invested in securities exceeding two years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds. Reserve funds may be invested in securities exceeding two years provided that the maturity of such investments does not negatively impact the cash flow of the City.

C. Competitive Bidding

It is the policy of the City to require competitive bidding for all individual security purchases and sales, as well as for Certificates of Deposit (CDs). Exceptions may include:

1. Transactions with money market mutual funds and local government investment pools which are deemed to be made at prevailing market rates.
2. Treasury and agency securities purchased as new issues through an approved broker/dealer, financial institution, or investment advisor.
3. Automatic overnight "sweep" transactions with the City's depository bank.

At least three bids or offers must be solicited for all other transactions involving individual securities. If the City utilizes an investment advisor, the advisor is also required to solicit at least three bids or offers when transacting trades on the City's behalf. In situations where the exact security is not offered by other brokers/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security.

VI. COLLATERAL AND SAFEKEEPING

A. Collateralization

This policy, in accordance with state statutes, requires all City deposits above the Federal Deposit Insurance Corporation (FDIC) insurance limit held by financial institutions to be collateralized with securities whose market value is pledged at 102% of principal and accrued interest by that institution with the City's custodial bank. Private insurance coverage is not an acceptable collateralization form. Any financial institution requesting substitution of collateralized securities must contact the Investment Officer for approval and settlement. Acceptable security methods for deposits include:

1. FDIC insurance coverage
2. Obligations, the principal and interest of which are unconditionally guaranteed or

insured by, or backed by, the full faith and credit of the United States or its agencies and instrumentalities. This shall include letters of credit issued by The Federal Home Loan Bank (FHLB).

3. Obligations, the principal and interest of which, are unconditionally guaranteed or insured by the State of Texas.

4. Obligations of the State of Texas or debt obligations of a county, city, or other political subdivision of the State of Texas having been rated no less than AA or its equivalent by a nationally recognized rating agency with a remaining maturity of ten years or less.

B. Delivery vs. Payment

All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by the City's custodial bank and evidenced by safekeeping receipts.

C. Safekeeping of Securities

Securities purchased for the City's portfolios will be delivered in book entry form and will be held in third-party safekeeping by a Federal Reserve member financial institution designated as the City's safekeeping and custodian bank.

The City will execute safekeeping agreements prior to utilizing the custodian's safekeeping services. The safekeeping agreement must provide that the safekeeping agent will immediately record and promptly issue and deliver a safekeeping receipt showing the receipt and the identification of the security, as well as the City's interest. All securities owned by the City will be held in a customer account naming the City as the owner.

VII. INVESTMENT PROVIDERS

A. Authorized Financial Dealers and Institutions

The Finance Director shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security brokers/dealers who are authorized to provide investment services in the State of Texas. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission rule 15C3-1 (uniform net capital rule).

All financial institutions and brokers/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director with the following:

1. Audited financial statements.
2. Proof of financial industry regulatory authority (FINRA) certification.
3. Proof of Texas state registration.
4. Contact information and delivery instructions.
5. Written affidavit that the broker/dealer has reviewed the City's investment policy.

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the City invests. An annual review of the financial condition and registrations of qualified bidders will be conducted by the Finance Director.

B. Investment Advisors

The City may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 or with the State Securities Board to assist in the review of cash flow requirements, the formulation of investment strategies, and the executions of security purchases, sales and deliveries. The investment advisory contract with the City may not be for a term longer than two years and its renewal or extension must be approved by the governing body by ordinance or resolution as required by Texas Government Code, Section 2256.003(b).

C. Compliance

A qualified representative from any business organization offering to engage in investment transactions with the City shall be provided a copy of this policy. Investments shall only be made with those business organizations (including investment managers and local government investment pools) which have provided the City with written acknowledgement that the business organization has reviewed the City's investment policy, and has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

If the City has contracted with an investment advisor, the advisor shall be responsible for performing financial due diligence on the City's behalf. On an annual basis, the advisor will provide the City with a list of its authorized brokers/dealers, as well as the required written instrument described above.

The City is under no obligation to transact investment business with any financial institution or firm.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

The investment of City funds will be made using only those investment types approved by the governing body and which are in accordance with the State of Texas Government Code, Chapter 2256. Excluded are investments not authorized by section 2256.009(b) of the Texas Government Code. Examples of authorized and suitable investments include:

A. Obligations of or Guaranteed by Governmental Entities

Obligations of, or guaranteed by, governmental entities including any investment insured by the FDIC or backed by the full faith and credit of the United States Government.

B. Certificates of Deposit and Share Certificates

Certificates of Deposit (CDs) or demand deposits of state and national banks that are fully guaranteed or insured by the FDIC, or its successor; or, secured by obligations described in Section A above, which are intended to include Treasuries as well as all direct Federal Agency securities that have a market value of not less than the principal amount of the certificates or in any other

manner and amount provided by law for deposits of the City. These deposits shall be governed by a depository contract that complies with federal and state regulations to properly secure a pledged security interest.

C. Repurchase Agreements

Repurchase agreements secured by any combination of cash and U.S. Treasury or Federal Agency issues as collateral with a market value which equals or exceeds 102% of the City's investment plus accrued interest and are pledged and held with the City's custodial bank, or an approved third-party safekeeping agent. Repurchase agreements can only be entered with primary dealers and banks within the State of Texas in accordance with state statutes.

D. Investment Pools

Local government investment pools which are rated no lower than AAA or AAA-m by a nationally recognized bond rating company. The governing body shall by rule, order, ordinance, or resolution, as appropriate, authorize the investment in the particular pool. The investment pools should provide the City with a circular or other similar disclosure instrument that contains relevant investing information as required by Texas Government Code 2256.016(b).

E. Other Investments

Other investments may be considered or used as long as the investment types are authorized by the governing body and approved by Texas Government Code 2256. As a conservative investment entity, the above-listed investment types should be the most frequently used, but others are available as market conditions change. Due diligence is required and approval from the governing body should be received by rule, order, ordinance, or resolution before additional methods of investment are initiated. Should new investment types be used, the investment policy will require modification under this section to reflect standard use of the investment type.

IX. REPORTING AND REVIEW

A. Reporting

The investment officer shall prepare an investment report at least quarterly. The report shall be provided to the governing body and the Chief Executive (if that position is not an investment officer as well). The report shall:

1. Describe in detail the investment position of the entity on the date of the report.
2. Be prepared by and signed by all investment officers of the City.
3. Contain a summary financial statement of each pooled fund group that includes the beginning market value, ending market value, and full accrued interest for the reporting period.
4. State the book value and market value of each separately invested asset.
5. State the maturity date of each separately invested asset that has such a date.
6. State the compliance of the investment portfolio of the City.

B. Security Pricing

Current market value of the securities may be obtained by independent market pricing sources including, but not limited to, the Wall Street Journal, brokers, dealers, banks other than those who originally sold the security, and the City's safekeeping agent.

C. Review

If the City invests in other than money market mutual funds, investment pools, or accounts offered by its depository bank in the form of certificates of deposit or money market accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor. The result of the review shall be reported to the governing body by that auditor.

An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the entity's established investment policies as per Texas Government Code 2256.005(m). The City's auditor shall routinely check the quarterly investment reports to verify adherence to policy.

D. Downgrade

An investment that requires a minimum rating does not qualify as an authorized investment during the period in which the investment does not have that minimum rating. The City shall take all prudent measures that are consistent with the investment policy to liquidate an investment that does not have the minimum rating. The City shall also monitor the credit ratings on securities that require minimum ratings. This may be accomplished through research or with the assistance of brokers, dealers, banks, or safekeeping agents.

X. INVESTMENT STRATEGY

A. Operating Funds

Operating funds (such as the General Fund and Proprietary Funds) require short-term liquidity in order to meet day-to-day cash flow requirements for City operations. Investment pools, bank deposits, and other short-term securities allowed under this policy should be considered for any operating funds.

B. Bond Funds

Proceeds from bonds which will be used for the acquisition and/or the construction of capital assets do not always require short-term liquidity. However, investments will still be made in accordance with policy. Liquidity is not prioritized as with operating funds, so securities may be added as long as the maturity date of those securities is such that cash flow needs are met for the capital projects.

C. Debt Service Funds

Debt service funds shall be invested to ensure adequate liquidity for making semi-annual principal and interest payments on outstanding debt obligations. These funds do not require the amount of liquidity for day-to-day operations, but investments should still be short-term to meet the cash flow needed for the debt service payments.

D. Reserve Funds

Reserve funds can be present in any sector of City funds and are generally held for needs such as money for operations on an emergency basis or money to supplement capital project payments. These funds can be used for longer-term investments which may result in higher yields. These investments must still adhere to the policy and overall strategy of conserve investment, but liquidity is less important with reserve funds as it is with other types.

XI. POLICY MAINTENANCE

A. Exemption

Any investment purchased prior to a change in policy, which subsequently does not meet the amended guidelines, may be held to maturity provided that it does not pose a default risk to the portfolio or conflict with state statutes.

B. Amendment

The City shall review the investment policy at least annually. The governing body shall consider for adoption as necessary the changes recommended by the investment officers of the City. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.



AGENDA COMMENTARY

Meeting Date: 9/18/2025

Department: Administration - Asst. City Manager

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

Agenda Item: Consider a request from the owner of The Fillin' Station located at 603 West Sealy Street, for a variance from the location restrictions in Section 3-19 of the Alvin Code of Ordinances related to the sale of alcoholic beverages.

Type of Item: Action Item

Summary: Mr. Corey Scopel, owner of The Fillin' Station, a restaurant located at 603 West Sealy Street, is requesting a variance from the City's alcohol location restriction in order to apply for a Food and Beverage (FB) / Mixed Beverage (MB) license with the Texas Alcoholic Beverage Commission (TABC). Because the premises are located within 300 feet of nearby residences, City Council approval of a variance is needed before he can move forward with his application.

Section 3-19 of the City of Alvin Code of Ordinances establishes restrictions on the sale of alcoholic beverages within 300 feet of a church, public or private school, public hospital, or residence. While the ordinance provides certain exceptions for restaurants with a Food and Beverage Certificate in relation to churches, private schools, and hospitals, the restriction for residences does not contain such an exception. Although the property is also within 300 feet of a church, this restriction does not apply since The Fillin' Station is a restaurant and would otherwise qualify for a Food and Beverage Certificate.

Per Section 3-19(f), City Council may grant a variance to these restrictions if it determines that enforcement in this particular instance:

- Is not in the best interest of the public;
- Constitutes waste or inefficient use of land or resources;
- Creates an undue hardship on the applicant;
- Does not serve its intended purpose;
- Is not effective or necessary; or
- For any other reason Council determines, after considering public health, safety, welfare, and the equities of the situation, that granting the variance is in the best interest of the community.

City Council is asked to consider and take action on the variance request by Mr. Scopel to allow the sale of alcoholic beverages under a FB/MB license from the TABC at The Fillin' Station, located at 603 West Sealy Street, as a variance to the location restrictions in Section 3-19 of the City of Alvin Code of Ordinances regarding the 300-foot distance from a residence.

Funding Expected: Revenue _ Expenditure _ N/A X

Budgeted Item: Yes _ No _ N/A X

Funding Account: ____ **Amount:** ____ **1295 Form Required?** Yes ____ No X
Legal Review Required: N/A ____ Required X **Date Completed:** 9/8/2025 SLH
Finance Review Required: N/A X Required ____ **Date Completed:** _____

Supporting documents attached:

1. Alcohol Variance Request; Fill Station; 603 W. Sealy
 2. Measurements
 3. Alvin Code of Ord; Sec 3-29; Alcohol Location Restrictions
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Recommendation: Move to approve/deny a request from the owner of The Fillin' Station located at 603 West Sealy Street, for a variance from the location restrictions in Section 3-19 of the Alvin Code of Ordinances related to the sale of alcoholic beverages.

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

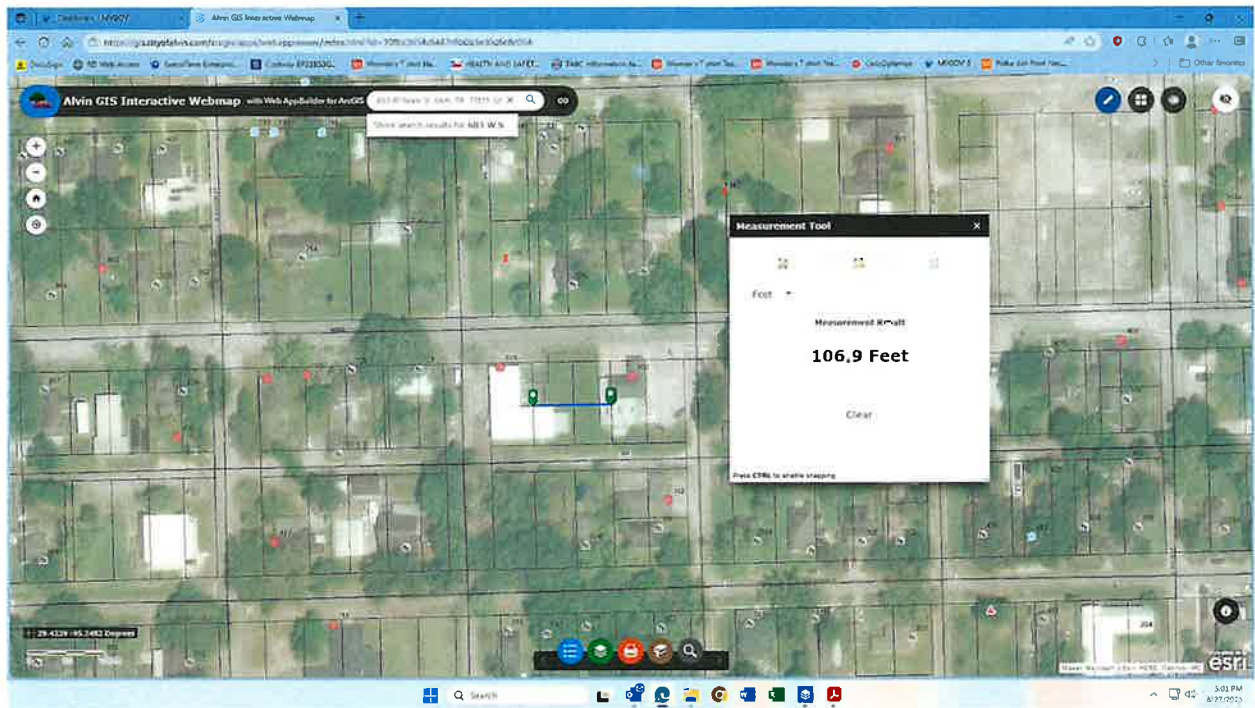


Mr. Mayor and City Council I would like to request a variance from the location restrictions Section 3-19 (F) regarding a m/b with f/b for The Fillin' Station at 603 West Sealy. Our number 1 obstacle and complaint from the community is that we don't offer alcohol to our guest. I would like to be clear in saying that we have no desire to be categorized as a "Bar" however we would like the opportunity to offer a small inventory of cocktails, beer and wine to our guests as they enjoy their meal. We won't be open past 11:00 pm and will not tolerate over serving or over consumption. I hope ya'll will consider this as it is detrimental to our success, we are certain that it will be a great addition to our establishment and help us better serve the great community of Alvin and surrounding areas.

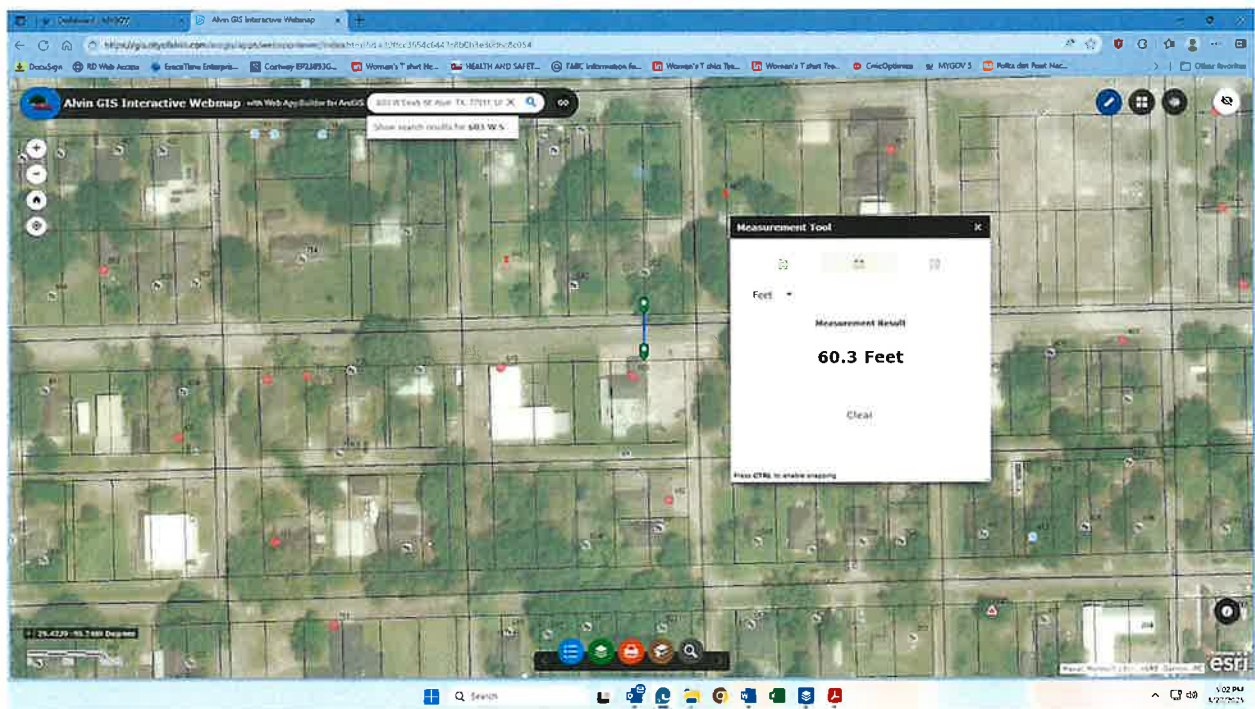
Thank You for your consideration!

Corey Scopel

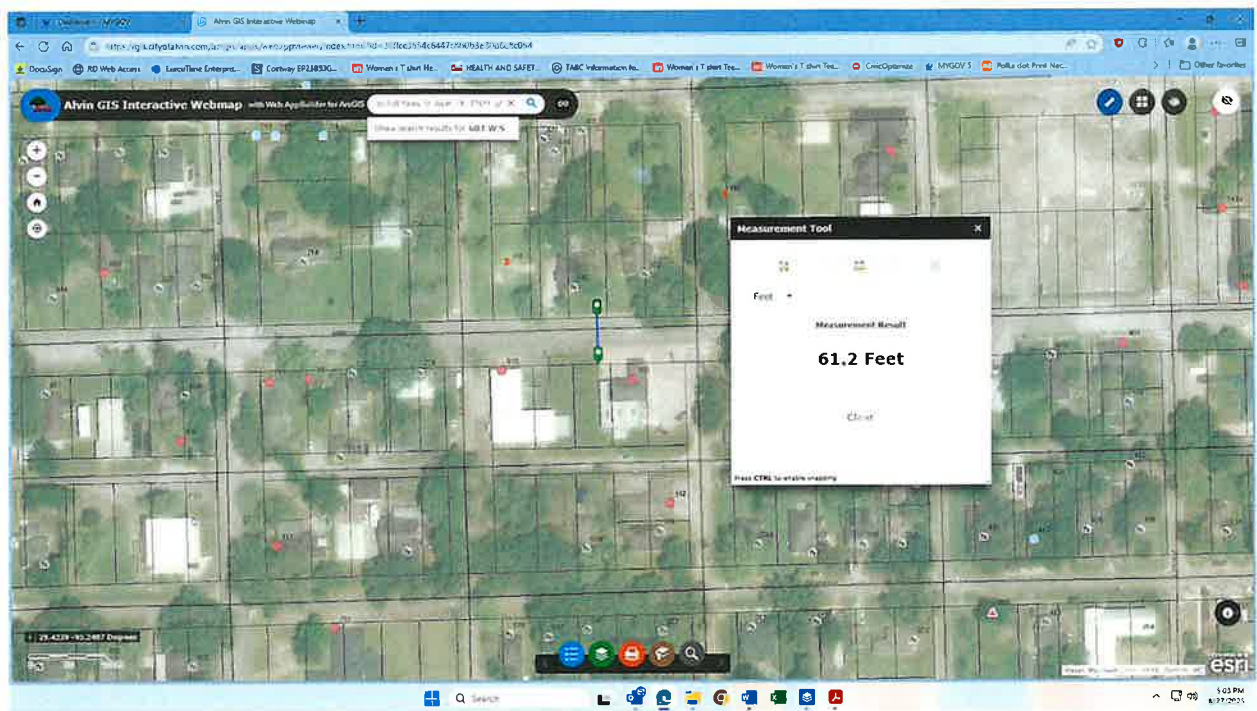
Signature  Date 8/27/2025



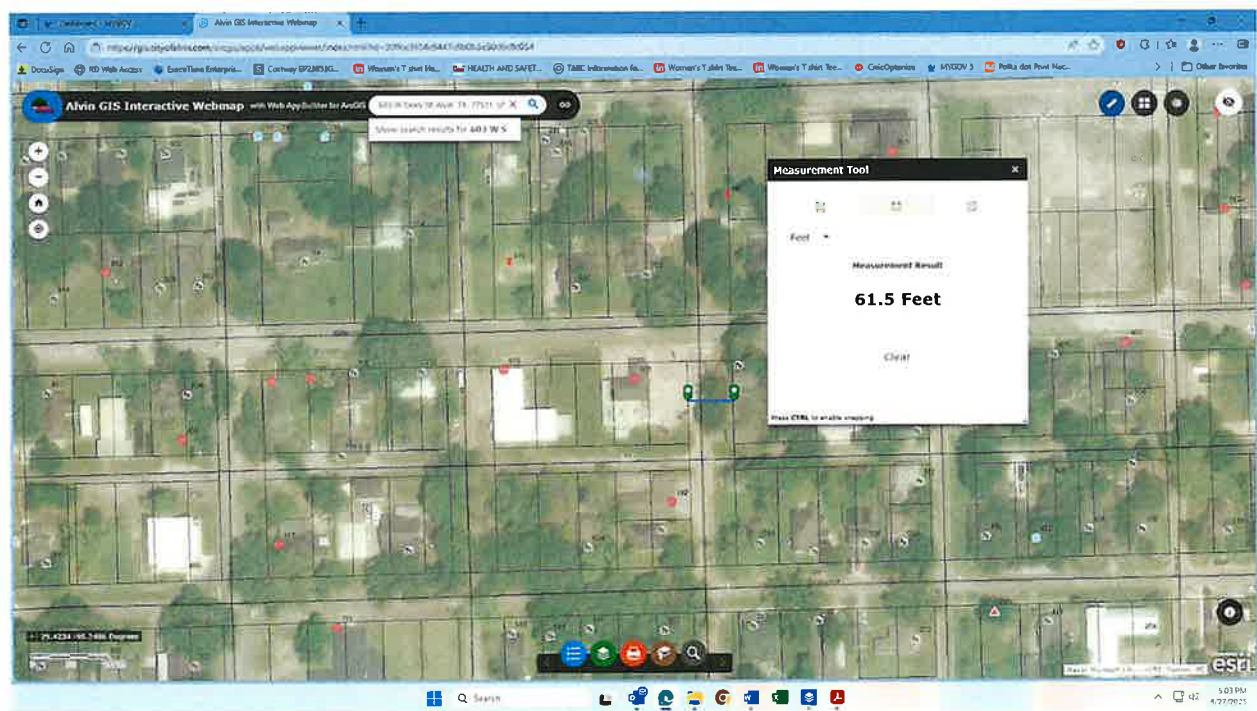
615 West Sealy, Open Door Church



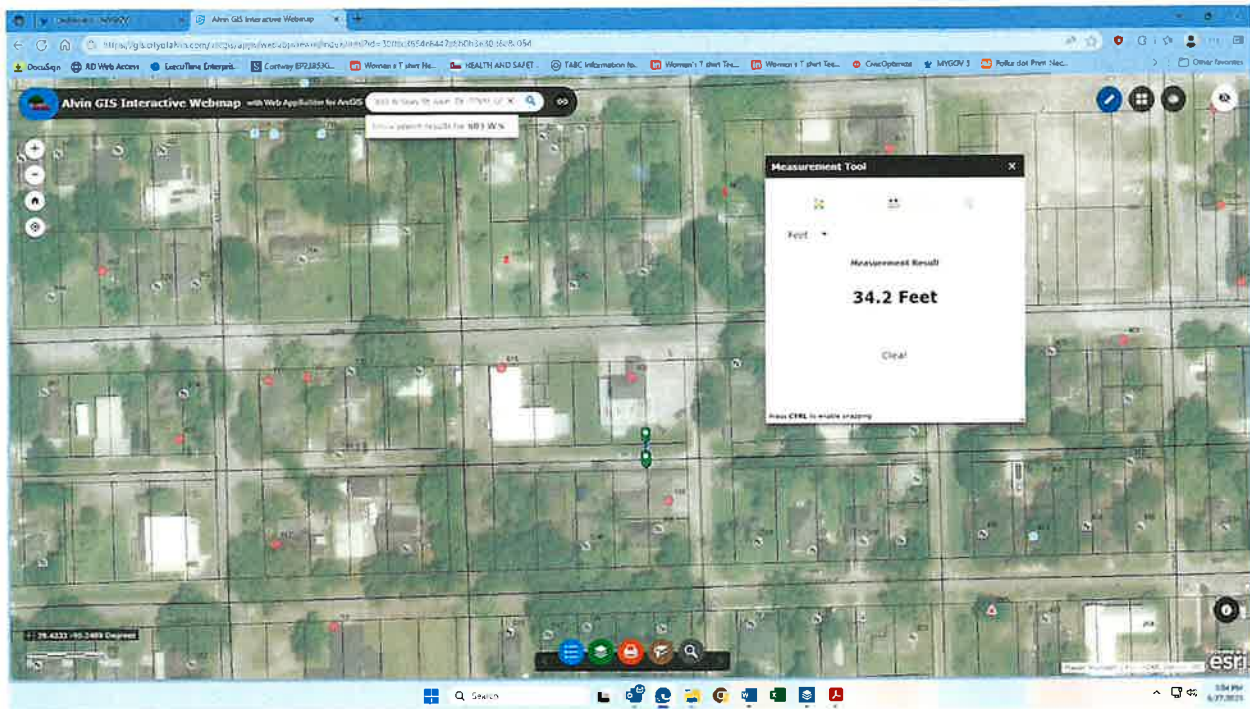
602 West Sealy, Residence



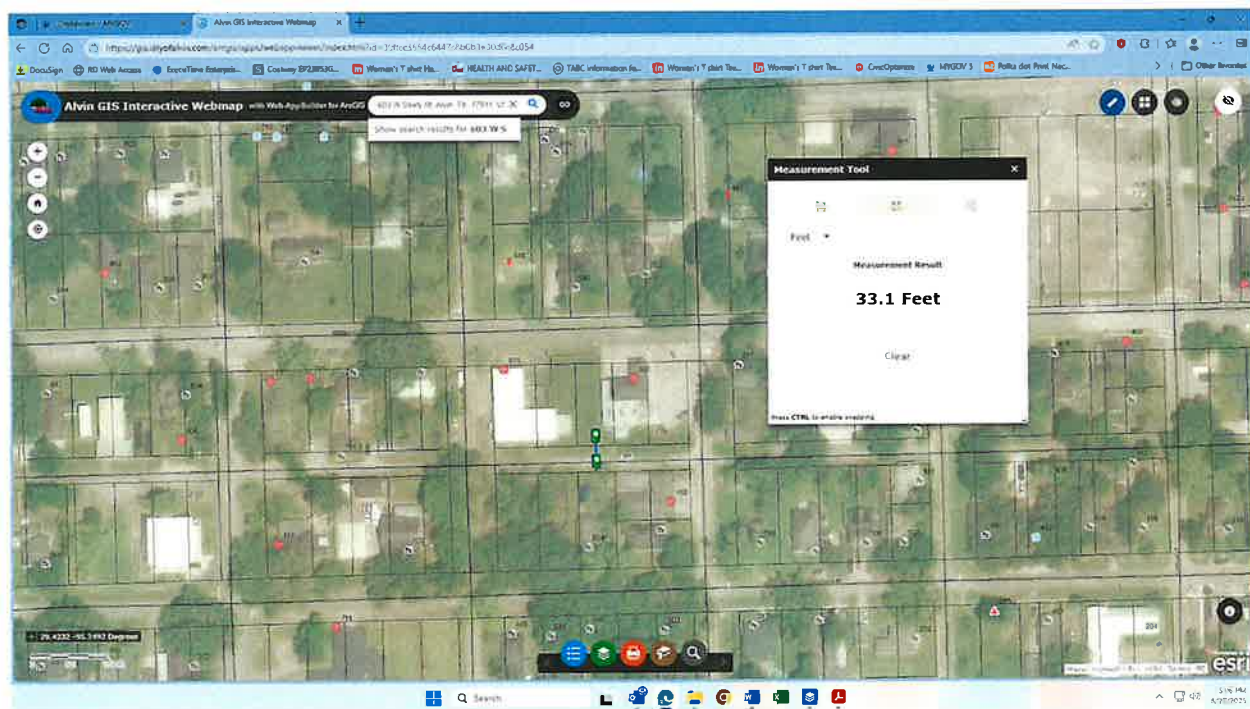
610 West Sealy, Residence



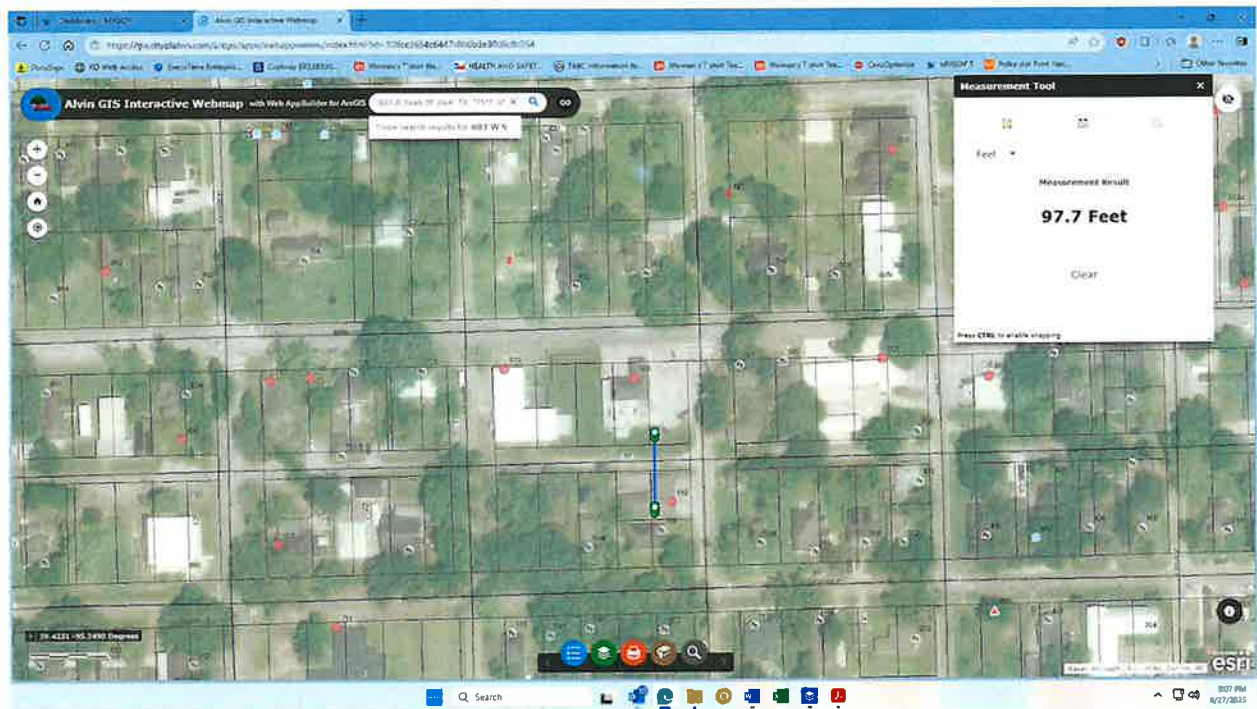
517 West Sealy, Residence



112 South Lee, Assisted Living Facility



604 West Sidnor, Residence



616 West Sidnor, Residence.

Sec. 3-19. Location restrictions.

- (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 church, public hospital, or private school.
- (b) *Alcohol-free school zone.*
 - (1) 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 within 1,000 feet of any area designated as an "alcohol-free school zone" pursuant to this subsection.
 - (2) Following receipt of a written request from the governing body of a public or private school for the designation of an alcohol-free school zone, the City Council may designate areas within one thousand (1,000) feet of the public or private school as an alcohol-free school zone. Requests for designation shall be filed with the City Secretary and shall be presented to City Council as soon as practicable following their filing. Designations under this subsection may be made by City Council motion.
 - (3) The prohibition set forth in this subsection shall not apply to the holder of:
 - a. An establishment that holds an on-premises consumption permit or license if less than fifty (50) percent of the gross receipts for the premises is from the sale or service of alcoholic beverages; or
 - b. A retail off-premises consumption permit or licenses if less than fifty (50) percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages.
- (c) *Day-care center or child-care facility.*
 - (1) This subsection establishes additional criteria regarding the sale of alcoholic beverages and shall apply only to a permit or license holder under the following chapters of the Texas Alcoholic Beverage Code who does not hold a food and beverage certificate: Chapter 25 (Wine and Beer Retailer's Permit), Chapter 28 (Mixed Beverage Permit), Chapter 32 (Private Club Registration Permit), or Chapter 69 (Retail Dealer's On-Premises License). Except as provided in this subsection, it shall be unlawful for any person or establishment specified in this subsection to sell alcoholic beverages within the corporate limits of the city where the place of business is within three hundred (300) feet of a day-care center or child-care facility.
 - (2) This subsection shall not apply to a permit or license holder who sells alcoholic beverages if:
 - a. The permit or license holder and the day-care center or child-care facility are located on different stories of a multistory building; or
 - b. The permit or license holder and the day-care center or child-care facility are located in separate buildings and either the permit or license holder or the day-care center or child-care facility is located on the second story or higher of a multistory building.
- (d) *Measurements.*

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- (1) The measurement of the distance between the place of business where alcoholic beverages are sold and a church or public hospital shall be along the property lines of the street fronts and from front door to front door and in direct line across intersections.
 - (2) The measurement of the distance between the place of business where alcoholic beverages are sold and a public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections.
 - (3) The measurement of the distance between the place of business where alcoholic beverages are sold and a residence shall be in a direct line from the property line of the residence to the property line of the place of business, and in a direct line across intersections.
 - (4) If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
 - (5) Except as provided in subsection (e) below, the measurement of the distance between the place of business where alcoholic beverages are sold and a day-care center or child-care facility shall be along the property lines of the street fronts and from front door to front door and in direct line across intersections.
- (e) *[Measurement of distance.]* As to any person or establishment who held a license or permit on September 1, 1983 in a location where a regulation under Texas Alcoholic Beverage Code § 109.33 was in effect on that date, for purposes of the above subsections,, the measurement of the distance between the place of business of the dealer and a public or private school shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.
- (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.
- (g) *[Administration of section.]* This section shall be administered in a manner consistent with the Texas Alcoholic Beverage Code. Furthermore, nothing in this section shall be construed to permit or authorize that which is prohibited by the Texas Alcoholic Beverage Code or any other law.

(Ord. No. 24-H, § 1, 3-21-24; Ord. No. 24-CC, § 1, 10-3-24)

Editor's note(s)—Ord. No. 24-H, adopted March 21, 2024, amended § 3-19 in its entirety to read as herein set out.
Former § 3-19 pertained to sales near school, church, hospital, dwelling and day-care/child-care facility, and
derived from Ord. No. 02-CC, adopted September 5, 2002; and Ord. No. 22-L, adopted March 17, 2022.



AGENDA COMMENTARY

Meeting Date: 9/18/2025

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider Ordinance 25-Z, amending Chapter 26, Wreckers, of the Code of Ordinances of the City of Alvin, Texas; providing for severability; providing for a penalty; providing for publication; providing for an effective date; and setting for other matters related thereto.

Type of Item: Ordinance

Summary: Ordinance 25-Z, amending Chapter 26, Wreckers, cleans up language throughout the chapter and specifically addresses the issue of too many wreckers on the police rotation list. Section 26-31, Towing company rotation list, sets a limitation on the number of slots available on the rotation list and conditions for being eligible to have one of the slots. Current companies on the rotation list as of September 1, 2025, that meet the new qualification, may reapply for a permit and will receive one (1) rotation slot. Future companies will not be allowed a slot on the rotation list unless the list falls to four (4), in which case applications will be taken on a first-come, first-served basis and the first to apply for a new permit who meets all requirements will be allowed to claim a rotation slot. The rotation list will be limited to a maximum of five (5) companies from that point forward.

A meeting was on September 5, 2025, with the current rotation list of wrecker owners to inform them of these changes to the ordinance.

Staff recommends approval of Ordinance 25-Z.

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: 9/8/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 25-Z; Chapter 26 Wreckers; redlined
2. Ord 25-Z; Chapter 26 Wreckers; clean copy

Recommendation: Move to approve Ordinance 25-Z, amending Chapter 26, Wreckers, of the Code of Ordinances of the City of Alvin, Texas; providing for severability; providing for a penalty; providing for publication; providing for an effective date; and setting 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: ☒

ORDINANCE NO. 25-Z

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 26, WRECKERS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

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

Section 1. That the Code of Ordinances of the City of Alvin, Texas, Chapter 26, Wreckers, is hereby amended to read as follows:

CHAPTER 26 – WRECKERS

ARTICLE I. IN GENERAL

Sec. 26-1. Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

Accident means a situation where one (1) or more motor vehicles has collided with any other motor vehicle, pedestrian, animal, road debris, or other stationary object.

Auto wrecker means any automobile, truck or other vehicle used for the purpose of towing, carrying, pushing or otherwise transporting any motor vehicle, from one place to another for any purpose of wrecking, storing, or repairing the vehicle. The term “auto wrecker” shall not be constructed to include a service car or other vehicle not equipped with mechanical devices for transporting disabled vehicles and not used for such purposes, such as service cars equipped with compressed air containers and tools for performing minor repairs not involving towing or transportation of disabled vehicles. This exception shall not authorize evasion of this chapter, and if any vehicle, although not equipped with devices primarily used for towing vehicles through means of ropes, chains or otherwise, the same shall be considered in violation of this chapter. An auto wrecker can pick up vehicles for mechanical repair and body shop work and haul vehicles for any dealer as long as it does not appear at an accident scene, or police incident site. An auto wrecker towing a vehicle within the Ceity limits of Alvin, Texas, shall comply with all state and federal regulations governing said auto wrecker(s).

Consent tow means any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a peace officer investigating a traffic accident or a law enforcement incident that involves the vehicle.

Custodial arrest means a situation where a peace officer employed by the Ceity takes the operator/owner of a motor vehicle into custody and determines that it is necessary to cause the person's vehicle to be removed from the scene for storage or for use in a criminal investigation.

Director means the Chief of Police who shall administer the rules and regulations set forth by this chapter. The Director shall report to the City Manager.

Emergency auto wrecker means an auto wrecker having a gross vehicle weight of twenty-six thousand (26,000) pounds or less, which holds a valid emergency auto wrecker permit from the Ceity, and which lawfully appears at the scene of an accident or other police incident for the purpose or in expectation of towing, removing, or hauling away a vehicle from the scene of an accident or police incident site.

Heavy-duty wrecker means an auto wrecker having a gross vehicle weight of twenty-six thousand and one (26,001) pounds or more. A heavy-duty wrecker shall not operate as an emergency wrecker, but may operate as a private wrecker, contracted by the owner(s)/operator(s) or the Ceity to tow a heavy disabled, wrecked, or illegally parked vehicle. Heavy-duty wreckers shall be required to have all safety devices, warning equipment, etc., as outlined in section 26-7 of this chapter.

Motor vehicle means a vehicle subject to the registration requirements of the Texas Transportation Code Chapter 501, or any other device designed to be self-propelled or transported on a public highway.

Non-consent tow means any tow of a motor vehicle that is not a consent tow, including the tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene, or any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle.

Owner, ~~means~~ where used in connection with the person(s) issued a permit under this chapter, shall be construed to mean any person, or his/her agent, engaged in the business of storing, wrecking, or repairing motor vehicles for hire and who owns or is entitled to operate any auto wrecker or emergency auto wrecker, and who uses the same in the conduct of his/her business or any part thereof, and the term "owner" shall extend and be applied to associations, corporations, firms, and partnerships, as well as individuals.

Permit means a permit to be issued annually by the Ceity, which authorizes the permit holder thereof to answer calls from the Police Department or police-authorized tows pursuant to a police-authorized tow agreement and non-consent tows.

Permit holder or Permittee means any person, business, corporation, limited liability company, limited liability partnership, partnership, or other entity created by the State of Texas or any other state, which has been issued a valid ~~wrecker service~~ permit from the Ceity authorizing performance of non-consent tows within the corporate limits of the Ceity in accordance with this article.

Police authorized tow means a non-consent tow and the towing of a motor vehicle upon authorization of a Ceity police officer, rather than upon authorization of the owner or person in possession of the motor vehicle, under circumstances of stolen vehicle recovery, abandoned vehicle removal, impoundment removal authorized by law, accident or custodial arrest at which the owner or person in possession of the vehicle is incapable of making arrangements for removal

of the vehicle, or any other circumstance in which a police officer authorizes the towing of a motor vehicle in connection with official duties and the owner or person in possession of the vehicle is not present or is not capable of making a determination with respect to the removal of the vehicle.

Police Chief means the City's Chief of Police or ~~his/her~~their designee.

Police incident means any activity requiring police involvement exercising responsibility or authority.

Private storage lot means an automobile storage facility situated within the Ceity that conforms to the requirements of section 26-34 of this chapter.

Towing business means the business of towing or removing disabled or wrecked vehicles on the public streets, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade or purchase the disabled or wrecked vehicles.

Towing company means any sole proprietorship, partnership, corporation, association or other entity engaged in the towing business with the expectation of compensation for the towing, storage or repair of vehicles.

Vehicle owner means the actual owner of the vehicle towed or transported or any driver of the vehicle who reasonably appears to have authority to operate the vehicle.

Wrecker driver means any individual who drives an auto wrecker.

Sec. 26-2. Towing from public property.

No person shall tow, carry or transport any motor vehicle from any public street, alley, road, right-of-way or park without the consent of the vehicle owner except under the direction and authority of a police officer acting in ~~his/her~~their official capacity.

Sec. 26-3. Parking of auto wrecker at scene of accident or near wrecked or disabled vehicle.

Whenever an auto wrecker arrives at the place where a motor vehicle has been disabled by an accident, the wrecker driver shall park ~~his/her~~the wrecker vehicle as close to the street curb as possible and in such a manner as not to interfere with traffic, and shall not park the wrecker . ~~He/she shall not park his/her vehicle~~ within one hundred (100) feet from a wrecked or disabled vehicle.

...

ARTICLE II. PERMITS

Sec. 26-11. Permit required; presumption in prosecution for violation of permit required.

- (a) It shall be unlawful for any person to drive or operate or cause to be driven any auto wrecker upon any public street in the Ceity for the purpose of towing or hauling wrecked or disabled vehicles, either for hire or as an incident to obtaining the business of storing, wrecking or repairing such wrecked or disabled vehicles, away from a police incident site or the scene of an accident where the wrecked or disabled vehicles have collided with any other vehicle or other object or which have been wrecked or disabled in any manner, without having first obtained an emergency auto wrecker permit from the Ceity, duly issued under this chapter to such person to operate an emergency auto wrecker on the streets of the Ceity.

- (b) In any prosecution for a violation of subsection (a) above, proof that an owner's auto wrecker, for which an emergency auto wrecker's permit has not been issued, was present at the scene of a collision or accident in which a vehicle was wrecked or disabled shall constitute prima facie evidence that such owner was operating or causing to be operated ~~his/her~~the auto wrecker as an unpermitted emergency auto wrecker.
- (c) It shall be an exception to the application of subsection (a) above, for an auto wrecker to tow or haul a vehicle from an accident scene or police incident site without a valid emergency auto wrecker permit if said auto wrecker was summoned by the Police Department pursuant to this chapter.

Sec. 26-12. Permit application.

- (a) Any owner desiring to operate an emergency auto wrecker in the Ceity shall make application to the director for an emergency auto wrecker permit. Such application shall be submitted ~~upon forms to be obtained from the City Secretary~~ via the application process on the Alvin Police Department website, and the applicant shall furnish the following proof and information with ~~his/her~~the application, ~~which shall be sworn to before a notary public~~:
 - (1) That the owner making application is a citizen of the United States, has attained the age of eighteen (18) years, and is able to read and write the English language;
 - (2) The name and address of the applicant; if the applicant is an individual, the application shall so state. If the applicant is a partnership, the name and address of each partner shall be set out. If the applicant is a corporation, the application shall set forth:
 - ~~(a)-~~ The name and address of the corporation;
 - ~~(b)-~~ The names and addresses of the three (3) principal officers; and
 - ~~(c)-~~ The name and address of each person owning twenty (20) percent or more of the interest in the corporation. If ~~to~~ twenty (20) percent or more of the interest in the corporation is held by an entity or entities, the applicant shall list each individual who owns twenty (20) percent or more of the interest in any such entity or entities.
 - (3) The application shall state the number of emergency auto wreckers the owner desires to operate and shall list the make, model, vehicle identification number, correct license number, and the Texas Department of Licensing and Regulation permit number of the auto wrecker or wreckers for which the applicant is seeking permits;
 - (4) The true ownership of the auto wrecker or wreckers. If not owned outright by the applicant, the name and address of the true owner shall be given. If the auto wrecker is operated under the terms of a contract with a company other than the owner, a copy of the contract also shall be attached;
 - ~~(5) The name and address of each employer of any person listed under item (1) above and any businesses that any person listed under such item (1) has owned, operated or been employed by in the past five (5) years immediately preceding the date of the application; and~~
 - (6) The date of birth, sex, and race, for each person listed under item (1) above.

- (b) An application under this section shall be signed by the applicant. If a partnership, it shall be signed by each partner. If a corporation, it shall be signed by the president and attested by the secretary. ~~In all cases the person signing shall execute an affidavit, on the application form, that the statements contained in such application are true and correct.~~
- (c) The applicant also shall provide the Police Department with evidence that he/shethey will be able to comply with section 26-14 if ~~he/she is~~ issued a permit. Such evidence shall be in the form of an insurance certificate or other such documentation as the Director finds adequate to ~~assure~~ ensure that the applicant will comply with the requirements of this chapter.

Sec. 26-13. Issuance of a permit.

The Director shall ~~give his approval~~approve for the issuance of ~~an auto wrecker~~ permit ~~for each wrecker~~ to a towing company ~~listed on the application~~ upon submission of an application in accordance with section 26-12 of this chapter and evidence that the applicant has complied with section 26-14 of this chapter, and so long as they are in compliance with all of the provisions hereof and all applicable federal, state, county, Ceity laws and ordinances unless the Director finds that the permit should be denied under section 26-15 of this chapter.

Sec. 26-14. Insurance.

No permit shall be issued under this chapter unless the applicant procure and keep in full force and effect a policy or policies of public liability and property damage insurance issued by a casualty insurance company authorized to do business in the state of Texas, and in the standard form approved by the State Board of Insurance commissioners, with the insured provisions thereof including the Ceity as an insured, and the coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of the operation of a wrecker by or for the applicant and providing that the amount of recovery on each wrecker shall be in limits of not less than the following sums:

- (a) Wreckers having a gross vehicle weight of twenty-six thousand (26,000) pounds or less~~:-~~ Before any permit shall be issued under this chapter, the applicant or permit holder, as the case may be, shall file with the City Secretary, a Certificate of Proof setting forth that said applicant or permit holder has in full force and effect, a policy of combined single limit coverage insurance, with limits of not less than three hundred thousand dollars (\$300,000.00) per occurrence, and a cargo, on-hook or similar type insurance with limits of not less than ten thousand dollars (\$10,000.00) per occurrence. Such policies of insurance shall be issued by an insurance company approved by the director and authorized to do business in the State of Texas.
- (b) Wreckers having a gross vehicle weight of twenty-six thousand one (26,001) pounds or more~~:-~~ Though permits issued by the City of Alvin are not required for heavy-duty wreckers, said wreckers shall have in full force and effect a policy of combined single limit coverage insurance, with limits of not less than five hundred thousand dollars (\$500,000.00) per occurrence, and a cargo on-hook or similar type insurance with limits of not less than twenty-five thousand dollars (\$25,000.00) per occurrence.

Sec. 26-15. Denial of permit.

An application for a wrecker permit shall be denied and no permit issued if:

- (1) Any information set out in the application is false or incomplete; or

- (2) The applicant has not met the requirements set out in section 26-14 of this chapter; or
- (3) There is no vacancy on the towing company rotation list.

If the Director denies approval of the issuance of a wrecker permit, ~~he/she/they~~ shall give written notice to the applicant ~~by certified mail, return receipt requested, at the applicant's address as set out in the application~~ in the field provided for such in the denial section of the online application process. In such notice the Director shall set out the reason or reasons the approval was denied. If approval is denied under section (3) of this subchapter, the application fee shall be refunded.

Sec. 26-16. Permit fee.

The applicant for an auto wrecker permit shall submit a nonrefundable permit fee as set forth in chapter 28 of this Code for each permit requested at the time the applicant submits the application to the Director. A "year" shall mean a calendar year commencing October 1. Fees for permits issued for less than a full calendar year shall ~~not~~ be prorated.

Sec. 26-17. Payment of taxes and permit fee prior to issuance.

The applicant for a wrecker permit shall submit adequate evidence to the ~~Finance~~ Director ~~of Administrative Services~~ to show that all ad valorem and other taxes arising from the operation of the auto wrecker have been paid.

Sec. 26-18. Content of permit; display requirements.

- (a) Each wrecker permit shall be dated and numbered and shall show on its face the make, model, motor number and license number of each wrecker and such permit shall be attached at all times to the vehicle in a manner so as to permit ready inspection. Each wrecker permit shall state that the wrecker has been inspected and approved by the Director.
- (b) The wrecker permit number shall be permanently affixed to the door panels or on both sides of the vehicle for which issued and shall be in three-inch reflective letters.
- (c) No person shall operate or permit the operation of an auto wrecker unless the permit number is affixed thereto as provided herein.

Sec. ~~26~~-19. Expiration and renewal of permits.

- (a) All wrecker permits shall expire at midnight on the thirtieth (~~30th~~) day of September each year. To renew such permits, the applicant shall file an application for renewal on a form designated by the Director, setting out the information required by section 26-12, and shall pay the renewal fee. The renewal fee for all wrecker permits shall be as set forth in chapter 28 of this Code.
- (b) The permittee shall submit his/her vehicle(s) for a safety inspection at a time and place designated by the Director. No permit may be issued or renewed unless the Director has found the wrecker to meet the requirements of this chapter and applicable laws.

Sec. 26-20. Permits nontransferable; replacement.

- (a) A permit issued under this chapter for an auto wrecker shall be a nontransferable personal permit to the owner and shall not entitle any other person or entity to operate under such wrecker permit.

- (b) If an wrecker owner wishes to discontinue use of an auto wrecker during the period covered by that permit and replace it with another, he/shethey shall file an affidavit stating that he/shethey have-has discontinued using the wrecker covered by the permit and desires to use another wrecker in its place. The Police Cehief shall issue the owner a supplemental permit covering the new wrecker as long as the new wrecker complies with the requirements of this chapter and other applicable laws. If the new wrecker passes inspection, the Police Cehief shall cause the description of the old wrecker to be cancelled from the original permit. In such cases the permittee shall remove the old permit from the auto wrecker.
- (c) Where an wrecker owner has obtained a wrecker permit and thereafter desires to increase the number of wreckers to be operated, he/shethey shall file a supplemental application with the Police Cehief, setting forth the permit number and the fact that he/shethey desires to operate additional wreckers, giving the make, model, vehicle identification number and license number of each additional wrecker. The permit fees established in this chapter shall apply to each additional permit.
- (d) The wrecker owner shall file with the Police Cehief new proof of financial responsibility as required by this chapter with respect to each wrecker(s) added or substituted pursuant to this section.
- (e) The Police Cehief shall examine each supplemental application and proof of financial responsibility and, if same are in order, shall issue a supplemental permit covering the new wrecker.

Sec. 26-21. Refusal to renew permit; revocation of permit.

The Ppolice Cehief may refuse to renew a wrecker permit and a wrecker permit may be revoked at any time if:

- (1) The permittee has not been in compliance with the requirements of section 26-14 at any time since the permit has been issued;
- (2) The permittee has committed any violation of this chapter;
- (3) There have been three (3) or more violations of this chapter within any one (1) year by any one (1) driver operating a wrecker of the permittee or by one (1) or more other agents or employees of the permittee; or
- (4) There have been four (4) or more moving violations of the motor vehicle laws of the state within any one (1) year by any one (1) driver while operating a wrecker of the permittee.

The procedures set forth in section 26-22 of this chapter shall apply to any revocation or refusal to renew a wrecker permit.

Sec. 26-22. Hearing procedures for ~~denial~~, revocation or nonrenewal of permit.

- (a) ~~Upon denial of a wrecker permit, p~~ Prior to revocation of a wrecker permit and at any time the ~~city-Director~~ refuses to renew a wrecker permit after a proper application therefor has been filed and the renewal fee has been paid, the ~~cityDirector~~ shall give written notice to the applicant/permittee setting forth:
 - (1) The ground(s) upon which the ~~city-Director~~ will seek revocation of the permit or the grounds upon which the ~~cityDirector~~ has refused to renew the permit;:-

- (2) The specific violations of this chapter and/or any federal or state law or laws upon which the ~~city-Director~~ will rely in seeking revocation of the permit or nonrenewal of the permit;
 - (3) That a hearing will be held by City Council on the ~~denial of the request for the permit or renewal thereof~~ nonrenewal of the permit or on the ~~city's-Director's~~ request to revoke the permit;
 - (4) The date, time and place of such hearing; and
 - (5) That the applicant/permittee may appear in person and/or be represented by counsel, may present testimony, and may cross-examine all witnesses.
- (b) The ~~city-Director~~ may seek to have a permit suspended for a period of not more than one (1) year rather than refusing to renew the permit or seeking to have such permit revoked if the Director is of the opinion that the public interest will be adequately protected by a suspension rather than a revocation.
 - (c) The notice required by this subsection for nonrenewal or revocation of a permit shall be served by personal delivery or by certified mail, return receipt requested, addressed to the applicant/permittee at the address shown on the application or the most recent supplement thereto.
 - (d) The hearing shall be conducted before the City Council according to the following rules:
 - (1) All parties shall have the right to be represented by a licensed attorney of their own choosing, representation by a licensed attorney although an attorney is not required;
 - (2) Each party may present witnesses on ~~his~~ their own behalf;
 - (3) Each party has the right to cross-examine all witnesses; and
 - (4) ~~Only evidence presented before the City Council~~ may only consider evidence presented during the hearing at the hearing may be considered in rendering their decision.
 - (e) If ~~the an applicant~~/permittee fails to appear at ~~their requested a~~ hearing on ~~an application for or a refusal to renew a wrecker permit~~, the ~~application or~~ renewal shall be denied. If a permittee fails to appear at a hearing ~~on a request requested~~ by the ~~city-Director~~ to revoke a permit, the ~~city-Director~~ shall present sufficient evidence to establish a prima facie case showing grounds for revocation.
 - (f) If after ~~a such~~ hearing ~~on an application for a wrecker permit~~ the Council finds that grounds exist for ~~denial of a permit~~, nonrenewal of a permit or revocation of a permit, the City Attorney shall give written notice by certified mail, return receipt requested, to the applicant of the decision made by the Council. If the Council finds that grounds do not exist for the ~~denial~~ nonrenewal of a permit, ~~it the permit~~ shall be ~~issued~~ renewed. If the Council finds that grounds do not exist for revocation of a permit, the permit shall remain in effect.
 - (g) ~~If the Director finds from his/her hearing and investigation that public convenience and necessity does not exist for the operation of the vehicle or vehicles as applied for, the Director shall notify the applicant in writing within fifteen (15) days from the last day of the hearing. An applicant who has been denied a permit by the Director or by the City Council on appeal shall not be permitted to make another application for a permit within a period of one (1) year from the date of their prior application.~~

Secs. 26-23—26-30. Reserved.

ARTICLE III. POLICE-AUTHORIZED TOWS

Sec. 26-31. ~~Wrecker~~ Towing company rotation list.

- (a) The ~~P~~police ~~D~~epartment shall maintain a master rotation list for police-authorized tows. All ~~persons~~ towing companies ~~who~~ which have applied for a ~~obtained an auto wrecker~~ permit and ~~who~~ which comply with the requirements of this chapter shall be eligible to be ~~issued a permit~~ and placed upon the list.
- (1) Only one place on the list shall be allotted per ~~person~~ towing company, notwithstanding the number of ~~wrecker~~ permits issued to the ~~person~~ company pursuant to this chapter.
 - (2) For the purposes of assigning a place on the rotation list, a single association consisting of multiple towing companies shall be considered one towing company. In determining whether a towing company is considered to be included within an association of multiple towing companies, ~~the City may consider the following factors: among the factors which may considered are:~~ telephone numbers used by the businesses, owner ~~names~~, office location/s, storage lot location/s, ~~articles—Articles of incorporation~~Incorporation, partnership agreements, tax records and other records suggesting common ownership interests. These factors are by way of example and should not be construed to limit the ~~C~~city's inquiry. This section does not impede the ~~C~~city's right ~~not to issue to~~ deny a permit to any towing company.
 - (3) Towing companies occupying a place on the rotation list as of September 1, 2025, may apply for renewal if they remain qualified under the terms of this section. The ~~C~~city will issue no other towing company permits until and unless the number of permitted towing companies on the ~~C~~city's non-consent towing company rotation list is four (4) or less. If at any time there are four (4) or fewer licensed towing companies on the ~~C~~city's non-consent towing list, the ~~P~~police ~~C~~ehief or his designee will consider applications from other qualified companies. Those applications will be considered in the order in which they were filed, and the ~~P~~police ~~C~~ehief or his designee shall issue a license to any qualified towing company based on their application until such time as there are five (5) qualified licensed tow truck companies on the ~~C~~city's vehicle tow service rotation list. The maximum number of companies licensed and on the ~~C~~city's rotation list will be limited to a total of five (5) companies. Final approval of any wrecker company wishing to be on the rotation list will be given by the Chief of Police.
- (b) Any time a permittee is out of service for more than forty-eight (48) hours, it must notify the dispatcher and lose its place on the list during such time it is out of service. Anytime a permittee on the list is called by telephone and there is no answer after ten (10) rings, its time will be missed and it will lose its turn on the list.
- (c) Any time a permittee makes three (3) refusals (defined as being able to respond but not responding) or has five (5) no responses to telephone ~~call-outs~~callouts within a six-month period, the permittee shall be removed from the rotation list for the remainder of the permit period. During the permit renewal process the permittee may request to be placed on the rotation list for that permit period.

- (d) Permittees desiring to be on the rotation list must have a twenty-four-hour telephone listing for police department use. Telephone numbers for both normal business hours and after hours must be furnished to the police department.

Sec. 26-32. Wrecker selection form.

The Director shall cause a wrecker selection/acceptance form to be prepared which shall contain the following minimum information:

- (a) A statement by the driver of the vehicle designating in blank spaces therein the wrecker company which the driver desires to remove the vehicle;~~;~~
- (b) A statement authorizing any police officer to call the designated wrecker company to remove the vehicle;~~;~~
- (c) A statement in the alternative that the driver has no preference as to a wrecker company and authorizing any police officer to call the wrecker company next in line on the wrecker rotation list maintained at the Police Department dispatch, and a statement that the driver desires the vehicle to be removed to the place designated by the driver in a blank space on the form;~~;~~
- (d) A space for signature of the driver of the vehicle;~~;~~
- (e) A complete description of the vehicle to be removed; and;
- (f) A physical inventory of the vehicle and contents prior to impoundment.
- ~~(g) If the Director finds from his/her hearing and investigation that public convenience and necessity does not exist for the operation of the vehicle or vehicles as applied for, the Director shall notify the applicant in writing within fifteen (15) days from the last day of the hearing. An applicant who has been denied a permit by the Director or by the City Council on appeal shall not be permitted to make another application for a permit within a period of one (1) year from the date of their prior application.~~

Sec. 26-33. Procedures for selection form.

- (a) When during a police incident, an officer determines a vehicle requires a police-authorized tow, a wrecker selection/inventory form will be completed by the officer. Provided the driver is not incapacitated due to injury, intoxication, or other factor, the officer shall request the driver to designate a permitted wrecker service to tow the vehicle. If provided, the officer will request the designated service through dispatch. If the driver provides no preference, the officer shall request the next permitted wrecker service on the rotation list.
- (b) Upon completion of the form, it shall be signed by the driver (unless incapacitated or in custody). The form shall also be signed by the wrecker driver. One (1) copy of the completed form shall be provided to the driver, one (1) copy shall be provided to the wrecker driver, one (1) copy shall be provided to dispatch for reference as directed by Police Department policy.
- (c) In the event a requested wrecker has not arrived at the scene with a wrecker within thirty (30) minutes of the call, the officer shall request the next wrecker service on the rotation list through police dispatch.

Sec. 26-34. Storage lot requirements for police authorized tows.

Police authorized heavy-duty tow must be delivered to a storage facility as described in section 26-48.

All other police-authorized tows must be delivered to a storage lot within the Ceity that conforms to the following:

- (1) The area must be either continuously attended or securely locked if unattended;
- (2) The area must contain a secure inside storage facility capable of housing at least two (2) impounded vehicles under lock;
- (3) The area must be located with frontage on either a state highway or a street which has a pavement width of at least thirty-six (36) feet for three hundred (300) feet on either side of each storage lot entrance; and
- (4) The area (including any area in which vehicles are stored) must be completely enclosed by a fence of a minimum height of six (6) feet and made of one of the following materials: decorative wood or masonry as set out in section 24½-79 of this Code; or painted twenty-six (26) gauge steel panels (new) with a minimum of eighty thousand (80,000) p.s.i. (yield strength). A chain link entrance gate may be installed at the storage lot. Prior to constructing a painted twenty-six (26) gauge steel paneled fence, the wrecker company shall submit its plans and drawings to the Ceity's inspection division for review and approval. The construction plans for the twenty-six (26) gauge steel paneled fence shall include the specifications for the fence materials. The construction plan for the twenty-six (26) gauge steel paneled fence shall include the specifications for the fence material. The design of the construction of the twenty-six (26) gauge steel paneled fence must achieve a one hundred mile per hour wind load.

A permittee shall be allowed to deliver police-authorized tows to a storage lot leased by the permittee so long as the storage lot conforms to the requirements of this section, is located within the Ceity, and the lease agreement extends for a period commensurate with the wrecker permit(s). A copy of the lease agreement must be provided to the Police Department. If at any time the permittee's lease is terminated during the permit period, then the permittee's name shall be removed from the rotation list until such time that satisfactory evidence is provided to the Director that the permittee owns or has acquired the right to use a storage lot in conformity with the requirements of this section.

Sec. 26-35. Obedience to police at accident scene; interference with police

A wrecker driver arriving at the place where any accident has occurred shall obey all lawful orders given by any police officer of the Ceity investigating such accident and shall not in any manner interfere with such police officer in the performance of his/her dutytheir duties.

Sec. 26-36. Duty of wrecker driver, to clear street of debris, glass, etc.

It shall be the duty of the driver of each auto wrecker that picks up a wrecked or disabled vehicle for the purpose of towing the same to clear the street of any and all debris, parts or glass and to remove such from the scene. In the event two (2) or more auto wreckers pick up vehicles for towing, it shall be the duty of each driver to clear the street of debris, parts or glass. The driver(s) of the emergency auto wreckers indicated in this section shall not leave the scene of the accident until full compliance with the provisions of this section has been made.

Secs. 26-37—26-45. Reserved.

ARTICLE IV. NON-CONSENT HEAVY DUTY TOWS

Sec. 26-46. Notice.

- (a) Whenever a person other than the registered owner or person in possession of a motor vehicle authorizes the heavy-duty tow of a vehicle or trailer, that person or his agent shall make an oral report to the Ccity's Ppolice Ddepartment within one hour of the time the vehicle was towed, which report shall include the following information:
- (1) The license plate of the towed vehicle or trailer;
 - (2) The vehicle identification number of the towed vehicle or trailer;
 - (3) The year, make, model, and color of the towed vehicle or trailer;
 - (4) The name, *-address, and telephone number of the person authorizing the tow;
 - (5) The location from which the vehicle was towed, the date and time of the tow, and the name, street address, and telephone number of the vehicle storage facility to which the vehicle was taken; and
 - (6) The reason the vehicle was towed.
- (b) The wrecker driver of a heavy-duty non-consent tow shall, as soon as reasonably possible, disclose in writing to an owner or his representative:
- (1) The location to which the vehicle or trailer is being towed;
 - (2) The telephone number at which information may be obtained regarding the vehicle or trailer and any applicable storage fees; and
 - (3) The name of the person or persons to whom complaints against the permitted wrecker drivers may be directed, if requested.
- (c) The Cchief of Ppolice shall ensure that appropriate records are maintained on vehicles or trailers taken in non-consent tows so owners of such vehicles may obtain information from the Ccity's Ppolice Ddepartment regarding the location of a towed vehicle.

Sec. 26-47. Fees.

- (a) *Established.* The Director shall establish a fee schedule that encompasses all fees for police tows, and wrecker companies may not add additional fees. The rates charged for wrecker services and storage of towed vehicles shall be set by the Director (with approval from the Ccity Mmanager), in accordance with rates set by the State of Texas and in addition to comparable rates of the region and shall be subject to change from time to time as warranted. Wrecker companies must notify the owner(s) or nearest adult relative of the towed vehicle, by telephone within twenty-four (24) hours, and in ~~written form~~writing by certified mail within ten (10) days of the time of pick up, advising said persons(s) of the storage address of said vehicle and the storage rate, as well as the wrecker company's telephone number.
- (b) *Notice of charge to customer.* Emergency auto wrecker operators must provide a written copy of authorized rates and charges to the owner or operator of a vehicle that is being towed, unless said vehicle owner or operator is incapacitated for any reason.

Sec. 26-48. Vehicle storage facility.

- (a) Vehicles involved in a heavy-duty non-consent tow must be transported directly to a vehicle storage facility (VSF). A parking facility cannot be used as a temporary vehicle storage facility.
- (b) Each tow company performing heavy-duty non-consent tows shall utilize a Texas Department of Transportation licensed VSF located within the extra territorial jurisdiction of the Ceity or within ten (10) miles of the Alvin city limits.
- (c) The maximum charges that a vehicle storage facility charge for a heavy-duty non-consent tow shall be set as designated in V.T.C.A. Chapter 643 of the Texas Transportation Code, ~~Chapter 643.~~

Sec. 26-49. Inspection of wreckers and storage facilities.

- (a) An inspection official designated by the Director shall set appointments with the emergency auto wrecker company, in or about the month of September of each year, for the purpose of inspecting the storage facilities and emergency auto wreckers used by each wrecker company to ensure that all requirements are met before a new permit is issued. All appointments for inspection are to be set by the reasonable discretion of the inspection official ~~Inspector~~. All requirements shall be met and approved by the ~~Inspector~~inspection official.
- (b) Periodic inspections of the permitted wreckers and their storage facilities may be made at any time during the year that the emergency auto wrecker permit is in effect. This is done to ensure compliance with all sections of this chapter. The inspection of storage facilities may occur at any reasonable hour. Wreckers may be inspected at any time during normal business hours or during any time of operation.
- (c) Wreckers found in violation of the requirements of this chapter may be subject to immediate forfeiture of said permit and the owner and/or operator may be subject to citation by either the Police Department or the inspection official.

Sec. 26-50. Wrecker driver qualifications.

No person shall operate or drive any auto wrecker or emergency auto wrecker, whether on ~~his/her~~their own account or in the employ of another, except in compliance with the following standards and conditions, ~~to wit:~~

- (1) All wrecker drivers must be eighteen (18) years of age or older and must not have been convicted of any felony, theft, or crime of moral turpitude; ~~;~~
- (2) All wrecker drivers must possess a current, valid, and appropriate driver's license which has been duly issued to him/her~~them~~ by the Texas Department of Public Safety; ~~and;~~
- (3) All permit holders must provide evidence that their drivers are covered by the certificate of insurance required in section 26-14.

Sec. 26-51. Solicitation of business on streets of Ceity prohibited; presumption of violation.

- (a) No person shall solicit in any manner, directly or indirectly, on the streets of the Ceity, the business of towing any vehicle "wrecked, disabled or picked up from a police incident site," on a public street, regardless of whether the solicitation is for the purpose of soliciting the

business of towing, removing, repairing, wrecking, storing, trading or purchasing said vehicle.

- (b) Proof of the presence of any person engaged in the wrecker business or the presence of any wrecker or motor vehicle owned or operated by any person engaged in the wrecker business either as owner, operator, employee, or agent, on any public street in the Ceity, at or within two hundred (200) feet of the scene of a wreck, accident or collision, shall be prima facie evidence of a solicitation in violation of this section.

Sec. 26.52. Choice of wrecker service.

- (a) ~~Police shall not solicit, recommend or influence choice; authorized to direct tow to police station.~~ No police officer, investigating or present at the scene of any wreck, accident, collision, or police incident shall directly or indirectly either by word, gesture, sign or otherwise, recommend to any person, the name of any particular owner engaged in the wrecker services or repair business, nor shall any such police officer influence or attempt to influence in any manner the decision of any person choosing or selecting a wrecker or repair service.
- (b) ~~Dispositions of vehicles.~~ The Police Department may move a vehicle from the scene of an accident or remove a vehicle whose driver is under arrest.
- (c) ~~Right of owner to request.~~ The owner or driver of a wrecked auto or the arrested owner or driver at a police incident site has the right to request, through the investigating officer, a particular wrecker service, provided that: the wrecker service requested has a valid auto wrecker permit issued by the State of Texas; that said wrecker service can respond to the incident in a reasonable amount of time; and the vehicle is not subject to police impound for evidence carrying purposes.

Sec. 26-53. Immediate storage of towed vehicles required; exceptions.

All vehicles picked up by an emergency auto wrecker shall immediately be taken to the permit holder's approved storage area, unless authorization to take the vehicle to another location is received from the Police Department, or in the absence of a police impound or hold, by written authorization of the owner or operator of the vehicle.

Sec. 26-54. Hours storage facility open for receiving, releasing vehicles.

The holder of an emergency auto wrecker permit shall be responsible for maintaining and operating the storage facility so that vehicles may be received and released twenty-four (24) hours per day.

Sec. 26-55. Officers authorized to remove illegally parked, abandoned or disabled vehicles.

- (a) Officers of the City Police Department or investigating law enforcement agencies are hereby authorized to remove a vehicle to the nearest garage or other place of safety, or to a garage designated or maintained by the governmental agency, of which the officer is a member, under the circumstances hereinafter enumerated:
 - (1) When any vehicle is illegally parked so as to block the entrance to any private driveway, and it is impractical to move such vehicle from in front of the driveway to another point on the highway or street;

- (2) When any vehicle is found upon a highway or street and a report has previously been made that such vehicle has been stolen or a complaint has been filed and a warrant thereon issued charging that such vehicle has been embezzled;
 - (3) When any such officer has reasonable grounds to believe that any vehicle has been abandoned;
 - (4) When a vehicle upon a highway or street is so disabled that its normal operation is impossible or impractical and the person or persons in charge of the vehicle are incapacitated by reason of physical injury or other reason to such an extent as to be unable to provide for its removal or custody, or are not in the immediate vicinity of the disabled vehicle; or
 - (5) When an officer arrests any person driving or in control of the vehicle for an alleged offense and such officer is by this Code or other law required to take the person arrested immediately before a magistrate.
- (b) Any officer is hereby authorized to remove any vehicle parked or standing in or on any portion of a roadway when in the opinion of the said officer the vehicle constitutes a hazard; or interferes with a normal function of a governmental agency; or by reason of any catastrophe, emergency or unusual circumstances the safety of said vehicle or others is imperiled.
 - (c) Any member of the Ceity Fire Marshal's office is hereby authorized to have a vehicle removed that is parked in such a manner as to violate the Ceity's fire ordinances or interferes with the response to any incident.

Sec. 26-56. Violation; penalties.

- (a) Any person who violates any provision in this article, for which a specific penalty is not provided, shall be guilty of a misdemeanor and upon conviction may be punished by a fine as prescribed by section 1-5.
- (b) Any person who violates subsections 26-46(a) or (b) may be punished by a fine of not less than two hundred dollars (\$200.00) or more than one thousand dollars (\$1,000.00) per violation in accordance with Chapter 643 of the Texas Transportation Code. Each act of violation and each day ~~in~~for which a violation is permitted to continue shall constitute a separate offense.

...

Section 2. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, 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 3. Code of Ordinances. It is the intention of the Council that this Ordinance shall become a part of the Code of Ordinances of the City of Alvin, Texas, and may be renumbered and codified therein accordingly.

Section 4. Penalty. Any person, firm or corporation who violates any provision in this article, for which a specific penalty is not provided, shall be guilty of a misdemeanor and upon conviction may be punished by a fine as prescribed by section 1-5 of the Code of Ordinances. Any person who violates subsections 26-46(a) or (b) may be punished by a fine of not less than two hundred dollars (\$200.00) or more than one thousand dollars (\$1,000.00) per violation in accordance with Chapter 643 of the Texas Transportation Code. Each act of violation and each day for which a violation is permitted to continue shall constitute a separate offense.

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 Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

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 18th day of September 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 25-Z

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 26, WRECKERS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

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

Section 1. That the Code of Ordinances of the City of Alvin, Texas, Chapter 26, Wreckers, is hereby amended to read as follows:

CHAPTER 26 – WRECKERS

ARTICLE I. IN GENERAL

Sec. 26-1. Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

Accident means a situation where one (1) or more motor vehicles has collided with any other motor vehicle, pedestrian, animal, road debris, or other stationary object.

Auto wrecker means any automobile, truck or other vehicle used for the purpose of towing, carrying, pushing or otherwise transporting any motor vehicle, from one place to another for any purpose of wrecking, storing, or repairing the vehicle. The term “auto wrecker” shall not be constructed to include a service car or other vehicle not equipped with mechanical devices for transporting disabled vehicles and not used for such purposes, such as service cars equipped with compressed air containers and tools for performing minor repairs not involving towing or transportation of disabled vehicles. This exception shall not authorize evasion of this chapter, and if any vehicle, although not equipped with devices primarily used for towing vehicles through means of ropes, chains or otherwise, the same shall be considered in violation of this chapter. An auto wrecker can pick up vehicles for mechanical repair and body shop work and haul vehicles for any dealer as long as it does not appear at an accident scene, or police incident site. An auto wrecker towing a vehicle within the City limits of Alvin, Texas, shall comply with all state and federal regulations governing said auto wrecker(s).

Consent tow means any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a peace officer investigating a traffic accident or a law enforcement incident that involves the vehicle.

Custodial arrest means a situation where a peace officer employed by the City takes the operator/owner of a motor vehicle into custody and determines that it is necessary to cause the person's vehicle to be removed from the scene for storage or for use in a criminal investigation.

Director means the Chief of Police who shall administer the rules and regulations set forth by this chapter. The Director shall report to the City Manager.

Emergency auto wrecker means an auto wrecker having a gross vehicle weight of twenty-six thousand (26,000) pounds or less, which holds a valid emergency auto wrecker permit from the City, and which lawfully appears at the scene of an accident or other police incident for the purpose or in expectation of towing, removing, or hauling away a vehicle from the scene of an accident or police incident site.

Heavy-duty wrecker means an auto wrecker having a gross vehicle weight of twenty-six thousand and one (26,001) pounds or more. A heavy-duty wrecker shall not operate as an emergency wrecker, but may operate as a private wrecker, contracted by the owner(s)/operator(s) or the City to tow a heavy disabled, wrecked, or illegally parked vehicle. Heavy-duty wreckers shall be required to have all safety devices, warning equipment, etc., as outlined in section 26-7 of this chapter.

Motor vehicle means a vehicle subject to the registration requirements of the Texas Transportation Code Chapter 501, or any other device designed to be self-propelled or transported on a public highway.

Non-consent tow means any tow of a motor vehicle that is not a consent tow, including the tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene, or any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle.

Owner where used in connection with the person(s) issued a permit under this chapter, shall be construed to mean any person, or his/her agent, engaged in the business of storing, wrecking, or repairing motor vehicles for hire and who owns or is entitled to operate any auto wrecker or emergency auto wrecker, and who uses the same in the conduct of his/her business or any part thereof, and the term "owner" shall extend and be applied to associations, corporations, firms, and partnerships, as well as individuals.

Permit means a permit to be issued annually by the City, which authorizes the permit holder thereof to answer calls from the Police Department or police-authorized tows pursuant to a police-authorized tow agreement and non-consent tows.

Permit holder or *Permittee* means any person, business, corporation, limited liability company, limited liability partnership, partnership, or other entity created by the State of Texas or any other state, which has been issued a valid permit from the City authorizing performance of non-consent tows within the corporate limits of the City in accordance with this article.

Police authorized tow means a non-consent tow and the towing of a motor vehicle upon authorization of a City police officer, rather than upon authorization of the owner or person in possession of the motor vehicle, under circumstances of stolen vehicle recovery, abandoned vehicle removal, impoundment removal authorized by law, accident or custodial arrest at which the owner or person in possession of the vehicle is incapable of making arrangements for removal of the vehicle, or any other circumstance in which a police officer authorizes the towing of a motor

vehicle in connection with official duties and the owner or person in possession of the vehicle is not present or is not capable of making a determination with respect to the removal of the vehicle.

Police Chief means the City's Chief of Police or their designee.

Police incident means any activity requiring police involvement exercising responsibility or authority.

Private storage lot means an automobile storage facility situated within the City that conforms to the requirements of section 26-34 of this chapter.

Towing business means the business of towing or removing disabled or wrecked vehicles on the public streets, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade or purchase the disabled or wrecked vehicles.

Towing company means any sole proprietorship, partnership, corporation, association or other entity engaged in the towing business with the expectation of compensation for the towing, storage or repair of vehicles.

Vehicle owner means the actual owner of the vehicle towed or transported or any driver of the vehicle who reasonably appears to have authority to operate the vehicle.

Wrecker driver means any individual who drives an auto wrecker.

Sec. 26-2. Towing from public property.

No person shall tow, carry or transport any motor vehicle from any public street, alley, road, right-of-way or park without the consent of the vehicle owner except under the direction and authority of a police officer acting in their official capacity.

Sec. 26-3. Parking of auto wrecker at scene of accident or near wrecked or disabled vehicle.

Whenever an auto wrecker arrives at the place where a motor vehicle has been disabled by an accident, the wrecker driver shall park the wrecker as close to the street curb as possible and in such a manner as not to interfere with traffic and shall not park the wrecker within one hundred (100) feet from a wrecked or disabled vehicle.

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ARTICLE II. PERMITS

Sec. 26-11. Permit required; presumption in prosecution for violation of permit required.

- (a) It shall be unlawful for any person to drive or operate or cause to be driven any auto wrecker upon any public street in the City for the purpose of towing or hauling wrecked or disabled vehicles, either for hire or as an incident to obtaining the business of storing, wrecking or repairing such wrecked or disabled vehicles, away from a police incident site or the scene of an accident where the wrecked or disabled vehicles have collided with any other vehicle or other object or which have been wrecked or disabled in any manner, without having first obtained an emergency auto wrecker permit from the City, duly issued under this chapter to such person to operate an emergency auto wrecker on the streets of the City.
- (b) In any prosecution for a violation of subsection (a) above, proof that an owner's auto wrecker, for which an emergency auto wrecker's permit has not been issued, was present at the scene of a collision or accident in which a vehicle was wrecked or disabled shall constitute prima

facie evidence that such owner was operating or causing to be operated the auto wrecker as an unpermitted emergency auto wrecker.

- (c) It shall be an exception to the application of subsection (a) above, for an auto wrecker to tow or haul a vehicle from an accident scene or police incident site without a valid emergency auto wrecker permit if said auto wrecker was summoned by the Police Department pursuant to this chapter.

Sec. 26-12. Permit application.

- (a) Any owner desiring to operate an emergency auto wrecker in the City shall make application to the director for an emergency auto wrecker permit. Such application shall be submitted via the application process on the Alvin Police Department website, and the applicant shall furnish the following proof and information with the application:
 - (1) That the owner making application is a citizen of the United States, has attained the age of eighteen (18) years, and is able to read and write the English language;
 - (2) The name and address of the applicant; if the applicant is an individual, the application shall so state. If the applicant is a partnership, the name and address of each partner shall be set out. If the applicant is a corporation, the application shall set forth:
 - (a) The name and address of the corporation;
 - (b) The names and addresses of the three (3) principal officers; and
 - (c) The name and address of each person owning twenty (20) percent or more of the interest in the corporation. If twenty (20) percent or more of the interest in the corporation is held by an entity or entities, the applicant shall list each individual who owns twenty (20) percent or more of the interest in any such entity or entities.
 - (3) The application shall state the number of emergency auto wreckers the owner desires to operate and shall list the make, model, vehicle identification number, correct license number, and the Texas Department of Licensing and Regulation permit number of the auto wrecker or wreckers for which the applicant is seeking permits;
 - (4) The true ownership of the auto wrecker or wreckers. If not owned outright by the applicant, the name and address of the true owner shall be given. If the auto wrecker is operated under the terms of a contract with a company other than the owner, a copy of the contract also shall be attached;
 - (5) The date of birth, sex, and race, for each person listed under item (1) above.
 - (b) An application under this section shall be signed by the applicant. If a partnership, it shall be signed by each partner. If a corporation, it shall be signed by the president and attested by the secretary.
 - (c) The applicant also shall provide the Police Department with evidence that they will be able to comply with section 26-14 if issued a permit. Such evidence shall be in the form of an insurance certificate or other such documentation as the Director finds adequate to ensure that the applicant will comply with the requirements of this chapter.

Sec. 26-13. Issuance of a permit.

The Director shall approve the issuance of a permit to a towing company upon submission of an application in accordance with section 26-12 of this chapter and evidence that the applicant has complied with section 26-14 of this chapter, and so long as they are in compliance with all of the provisions hereof and all applicable federal, state, county, City laws and ordinances unless the Director finds that the permit should be denied under section 26-15 of this chapter.

Sec. 26-14. Insurance.

No permit shall be issued under this chapter unless the applicant procure and keep in full force and effect a policy or policies of public liability and property damage insurance issued by a casualty insurance company authorized to do business in the state of Texas, and in the standard form approved by the State Board of Insurance commissioners, with the insured provisions thereof including the City as an insured, and the coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of the operation of a wrecker by or for the applicant and providing that the amount of recovery on each wrecker shall be in limits of not less than the following sums:

- (a) Wreckers having a gross vehicle weight of twenty-six thousand (26,000) pounds or less: Before any permit shall be issued under this chapter, the applicant or permit holder, as the case may be, shall file with the City Secretary, a Certificate of Proof setting forth that said applicant or permit holder has in full force and effect, a policy of combined single limit coverage insurance, with limits of not less than three hundred thousand dollars (\$300,000.00) per occurrence, and a cargo, on-hook or similar type insurance with limits of not less than ten thousand dollars (\$10,000.00) per occurrence. Such policies of insurance shall be issued by an insurance company approved by the director and authorized to do business in the State of Texas.
- (b) Wreckers having a gross vehicle weight of twenty-six thousand one (26,001) pounds or more: Though permits issued by the City of Alvin are not required for heavy-duty wreckers, said wreckers shall have in full force and effect a policy of combined single limit coverage insurance, with limits of not less than five hundred thousand dollars (\$500,000.00) per occurrence, and a cargo on-hook or similar type insurance with limits of not less than twenty-five thousand dollars (\$25,000.00) per occurrence.

Sec. 26-15. Denial of permit.

An application for a wrecker permit shall be denied and no permit issued if:

- (1) Any information set out in the application is false or incomplete; or
- (2) The applicant has not met the requirements set out in section 26-14 of this chapter; or
- (3) There is no vacancy on the towing company rotation list.

If the Director denies approval of the issuance of a wrecker permit, they shall give written notice to the applicant in the field provided for such in the denial section of the online application process. In such notice the Director shall set out the reason or reasons the approval was denied. If approval is denied under section (3) of this subchapter, the application fee shall be refunded.

Sec. 26-16. Permit fee.

The applicant for an auto wrecker permit shall submit a nonrefundable permit fee as set forth in chapter 28 of this Code for each permit requested at the time the applicant submits the application to the Director. A “year” shall mean a calendar year commencing October 1. Fees for permits issued for less than a full calendar year shall be prorated.

Sec. 26-17. Payment of taxes and permit fee prior to issuance.

The applicant for a wrecker permit shall submit adequate evidence to the Finance Director to show that all ad valorem and other taxes arising from the operation of the auto wrecker have been paid.

Sec. 26-18. Content of permit; display requirements.

- (a) Each wrecker permit shall be dated and numbered and shall show on its face the make, model, motor number and license number of each wrecker and such permit shall be attached at all times to the vehicle in a manner so as to permit ready inspection. Each wrecker permit shall state that the wrecker has been inspected and approved by the Director.
- (b) The wrecker permit number shall be permanently affixed to the door panels or on both sides of the vehicle for which issued and shall be in three-inch reflective letters.
- (c) No person shall operate or permit the operation of an auto wrecker unless the permit number is affixed thereto as provided herein.

Sec. 26-19. Expiration and renewal of permits.

- (a) All wrecker permits shall expire at midnight on the thirtieth (30th) day of September each year. To renew such permits, the applicant shall file an application for renewal on a form designated by the Director, setting out the information required by section 26-12, and shall pay the renewal fee. The renewal fee for all wrecker permits shall be as set forth in chapter 28 of this Code.
- (b) The permittee shall submit his/her vehicle(s) for a safety inspection at a time and place designated by the Director. No permit may be issued or renewed unless the Director has found the wrecker to meet the requirements of this chapter and applicable laws.

Sec. 26-20. Permits nontransferable; replacement.

- (a) A permit issued under this chapter for an auto wrecker shall be a nontransferable personal permit to the owner and shall not entitle any other person or entity to operate under such wrecker permit.
- (b) If a wrecker owner wishes to discontinue use of an auto wrecker during the period covered by that permit and replace it with another, they shall file an affidavit stating that they have discontinued using the wrecker covered by the permit and desire to use another wrecker in its place. The Police Chief shall issue the owner a supplemental permit covering the new wrecker as long as the new wrecker complies with the requirements of this chapter and other applicable laws. If the new wrecker passes inspection, the Police Chief shall cause the description of the old wrecker to be cancelled from the original permit. In such cases the permittee shall remove the old permit from the auto wrecker.

- (c) Where a wrecker owner has obtained a wrecker permit and thereafter desires to increase the number of wreckers to be operated, they shall file a supplemental application with the Police Chief, setting forth the permit number and the fact that they desire to operate additional wreckers, giving the make, model, vehicle identification number and license number of each additional wrecker. The permit fees established in this chapter shall apply to each additional permit.
- (d) The wrecker owner shall file with the Police Chief new proof of financial responsibility as required by this chapter with respect to each wrecker(s) added or substituted pursuant to this section.
- (e) The Police Chief shall examine each supplemental application and proof of financial responsibility and, if same are in order, shall issue a supplemental permit covering the new wrecker.

Sec. 26-21. Refusal to renew permit; revocation of permit.

The Police Chief may refuse to renew a wrecker permit and a wrecker permit may be revoked at any time if:

- (1) The permittee has not been in compliance with the requirements of section 26-14 at any time since the permit has been issued;
- (2) The permittee has committed any violation of this chapter;
- (3) There have been three (3) or more violations of this chapter within any one (1) year by any one (1) driver operating a wrecker of the permittee or by one (1) or more other agents or employees of the permittee; or
- (4) There have been four (4) or more moving violations of the motor vehicle laws of the state within any one (1) year by any one (1) driver while operating a wrecker of the permittee.

The procedures set forth in section 26-22 of this chapter shall apply to any revocation or refusal to renew a wrecker permit.

Sec. 26-22. Hearing procedures for revocation or nonrenewal of permit.

- (a) Prior to revocation of a wrecker permit and at any time the Director refuses to renew a wrecker permit after a proper application therefor has been filed and the renewal fee has been paid, the Director shall give written notice to the applicant/permittee setting forth:
 - (1) The ground(s) upon which the Director will seek revocation of the permit or the grounds upon which the Director has refused to renew the permit;
 - (2) The specific violations of this chapter and/or any federal or state law or laws upon which the Director will rely in seeking revocation of the permit or nonrenewal of the permit;
 - (3) That a hearing will be held by City Council on the nonrenewal of the permit or on the Director's request to revoke the permit;
 - (4) The date, time and place of such hearing; and
 - (5) That the applicant/permittee may appear in person and/or be represented by counsel, may present testimony, and may cross-examine all witnesses.

- (b) The Director may seek to have a permit suspended for a period of not more than one (1) year rather than refusing to renew the permit or seeking to have such permit revoked if the Director is of the opinion that the public interest will be adequately protected by a suspension rather than a revocation.
- (c) The notice required by this subsection for nonrenewal or revocation of a permit shall be served by personal delivery or by certified mail, return receipt requested, addressed to the applicant/permittee at the address shown on the application or the most recent supplement thereto.
- (d) The hearing shall be conducted before the City Council according to the following rules:
 - (1) All parties shall have the right to be represented by a licensed attorney of their own choosing, although an attorney is not required;
 - (2) Each party may present witnesses on their own behalf;
 - (3) Each party has the right to cross-examine all witnesses; and
 - (4) City Council may only consider evidence presented during the hearing in rendering their decision.
- (e) If the permittee fails to appear at their requested hearing on, the renewal shall be denied. If a permittee fails to appear at a hearing requested by the Director to revoke a permit, the Director shall present sufficient evidence to establish a prima facie case showing grounds for revocation.
- (f) If after such hearing the Council finds that grounds exist for nonrenewal of a permit or revocation of a permit, the City Attorney shall give written notice by certified mail, return receipt requested, to the applicant of the decision made by the Council. If the Council finds that grounds do not exist for the nonrenewal of a permit, the permit shall be renewed. If the Council finds that grounds do not exist for revocation of a permit, the permit shall remain in effect.

Secs. 26-23—26-30. Reserved.

ARTICLE III. POLICE-AUTHORIZED TOWS

Sec. 26-31. Towing company rotation list.

- (a) The Police Department shall maintain a master rotation list for police-authorized tows. All towing companies which have applied for a permit and which comply with the requirements of this chapter shall be eligible to be issued a permit and placed upon the list.
 - (1) Only one place on the list shall be allotted per towing company, notwithstanding the number of permits issued to the company pursuant to this chapter.
 - (2) For the purposes of assigning a place on the rotation list, a single association consisting of multiple towing companies shall be considered one towing company. In determining whether a towing company is considered to be included within an association of multiple towing companies, the City may consider the following factors: telephone numbers used by the businesses, owner names, office location/s, storage lot location/s, Articles of Incorporation, partnership agreements, tax records and other records suggesting common ownership interests. These factors are by way of example and should not be

construed to limit the City's inquiry. This section does not impede the City's right to deny a permit to any towing company.

- (3) Towing companies occupying a place on the rotation list as of September 1, 2025, may apply for renewal if they remain qualified under the terms of this section. The City will issue no other towing company permits until and unless the number of permitted towing companies on the City's non-consent towing company rotation list is four (4) or less. If at any time there are four (4) or fewer licensed towing companies on the City's non-consent towing list, the Police Chief or his designee will consider applications from other qualified companies. Those applications will be considered in the order in which they were filed, and the Police Chief or his designee shall issue a license to any qualified towing company based on their application until such time as there are five (5) qualified licensed tow truck companies on the City's vehicle tow service rotation list. The maximum number of companies licensed and on the City's rotation list will be limited to a total of five (5) companies. Final approval of any wrecker company wishing to be on the rotation list will be given by the Chief of Police.
- (b) Any time a permittee is out of service for more than forty-eight (48) hours, it must notify the dispatcher and lose its place on the list during such time it is out of service. Anytime a permittee on the list is called by telephone and there is no answer after ten (10) rings, its time will be missed and it will lose its turn on the list.
- (c) Any time a permittee makes three (3) refusals (defined as being able to respond but not responding) or has five (5) no responses to telephone callouts within a six-month period, the permittee shall be removed from the rotation list for the remainder of the permit period. During the permit renewal process the permittee may request to be placed on the rotation list for that permit period.
- (d) Permittees desiring to be on the rotation list must have a twenty-four-hour telephone listing for police department use. Telephone numbers for both normal business hours and after hours must be furnished to the police department.

Sec. 26-32. Wrecker selection form.

The Director shall cause a wrecker selection/acceptance form to be prepared which shall contain the following minimum information:

- (a) A statement by the driver of the vehicle designating in blank spaces therein the wrecker company which the driver desires to remove the vehicle;
- (b) A statement authorizing any police officer to call the designated wrecker company to remove the vehicle;
- (c) A statement in the alternative that the driver has no preference as to a wrecker company and authorizing any police officer to call the wrecker company next in line on the wrecker rotation list maintained at the Police Department dispatch, and a statement that the driver desires the vehicle to be removed to the place designated by the driver in a blank space on the form;
- (d) A space for signature of the driver of the vehicle;
- (e) A complete description of the vehicle to be removed; and

- (f) A physical inventory of the vehicle and contents prior to impoundment.

Sec. 26-33. Procedures for selection form.

- (a) When during a police incident, an officer determines a vehicle requires a police-authorized tow, a wrecker selection/inventory form will be completed by the officer. Provided the driver is not incapacitated due to injury, intoxication, or other factor, the officer shall request the driver to designate a permitted wrecker service to tow the vehicle. If provided, the officer will request the designated service through dispatch. If the driver provides no preference, the officer shall request the next permitted wrecker service on the rotation list.
- (b) Upon completion of the form, it shall be signed by the driver (unless incapacitated or in custody). The form shall also be signed by the wrecker driver. One (1) copy of the completed form shall be provided to the driver, one (1) copy shall be provided to the wrecker driver, one (1) copy shall be provided to dispatch for reference as directed by Police Department policy.
- (c) In the event a requested wrecker has not arrived at the scene with a wrecker within thirty (30) minutes of the call, the officer shall request the next wrecker service on the rotation list through police dispatch.

Sec. 26-34. Storage lot requirements for police authorized tows.

Police authorized heavy-duty tow must be delivered to a storage facility as described in section 26-48.

All other police-authorized tows must be delivered to a storage lot within the City that conforms to the following:

- (1) The area must be either continuously attended or securely locked if unattended;
- (2) The area must contain a secure inside storage facility capable of housing at least two (2) impounded vehicles under lock;
- (3) The area must be located with frontage on either a state highway or a street which has a pavement width of at least thirty-six (36) feet for three hundred (300) feet on either side of each storage lot entrance; and
- (4) The area (including any area in which vehicles are stored) must be completely enclosed by a fence of a minimum height of six (6) feet and made of one of the following materials: decorative wood or masonry as set out in section 24½-79 of this Code; or painted twenty-six (26) gauge steel panels (new) with a minimum of eighty thousand (80,000) p.s.i. (yield strength). A chain link entrance gate may be installed at the storage lot. Prior to constructing a painted twenty-six (26) gauge steel paneled fence, the wrecker company shall submit its plans and drawings to the City's inspection division for review and approval. The construction plans for the twenty-six (26) gauge steel paneled fence shall include the specifications for the fence materials. The construction plan for the twenty-six (26) gauge steel paneled fence shall include the specifications for the fence material. The design of the construction of the twenty-six (26) gauge steel paneled fence must achieve a one hundred mile per hour wind load.

A permittee shall be allowed to deliver police-authorized tows to a storage lot leased by the permittee so long as the storage lot conforms to the requirements of this section, is located within the City, and the lease agreement extends for a period commensurate with the wrecker permit(s).

A copy of the lease agreement must be provided to the Police Department. If at any time the permittee's lease is terminated during the permit period, then the permittee's name shall be removed from the rotation list until such time that satisfactory evidence is provided to the Director that the permittee owns or has acquired the right to use a storage lot in conformity with the requirements of this section.

Sec. 26-35. Obedience to police at accident scene; interference with police

A wrecker driver arriving at the place where any accident has occurred shall obey all lawful orders given by any police officer of the City investigating such accident and shall not in any manner interfere with such police officer in the performance of their duties.

Sec. 26-36. Duty of wrecker driver, to clear street of debris, glass, etc.

It shall be the duty of the driver of each auto wrecker that picks up a wrecked or disabled vehicle for the purpose of towing the same to clear the street of any and all debris, parts or glass and to remove such from the scene. In the event two (2) or more auto wreckers pick up vehicles for towing, it shall be the duty of each driver to clear the street of debris, parts or glass. The driver(s) of the emergency auto wreckers indicated in this section shall not leave the scene of the accident until full compliance with the provisions of this section has been made.

Secs. 26-37—26-45. Reserved.

ARTICLE IV. NON-CONSENT HEAVY DUTY TOWS

Sec. 26-46. Notice.

- (a) Whenever a person other than the registered owner or person in possession of a motor vehicle authorizes the heavy-duty tow of a vehicle or trailer, that person or his agent shall make an oral report to the City's Police Department within one hour of the time the vehicle was towed, which report shall include the following information:
 - (1) The license plate of the towed vehicle or trailer;
 - (2) The vehicle identification number of the towed vehicle or trailer;
 - (3) The year, make, model, and color of the towed vehicle or trailer;
 - (4) The name, address, and telephone number of the person authorizing the tow;
 - (5) The location from which the vehicle was towed, the date and time of the tow, and the name, street address, and telephone number of the vehicle storage facility to which the vehicle was taken; and
 - (6) The reason the vehicle was towed.
- (b) The wrecker driver of a heavy-duty non-consent tow shall, as soon as reasonably possible, disclose in writing to an owner or his representative:
 - (1) The location to which the vehicle or trailer is being towed;
 - (2) The telephone number at which information may be obtained regarding the vehicle or trailer and any applicable storage fees; and
 - (3) The name of the person or persons to whom complaints against the permitted wrecker drivers may be directed, if requested.

- (c) The Chief of Police shall ensure that appropriate records are maintained on vehicles or trailers taken in non-consent tows so owners of such vehicles may obtain information from the City's Police Department regarding the location of a towed vehicle.

Sec. 26-47. Fees.

- (a) *Established.* The Director shall establish a fee schedule that encompasses all fees for police tows, and wrecker companies may not add additional fees. The rates charged for wrecker services and storage of towed vehicles shall be set by the Director (with approval from the City Manager), in accordance with rates set by the State of Texas and in addition to comparable rates of the region and shall be subject to change from time to time as warranted. Wrecker companies must notify the owner(s) or nearest adult relative of the towed vehicle, by telephone within twenty-four (24) hours, and in writing by certified mail within ten (10) days of the time of pick up, advising said persons(s) of the storage address of said vehicle and the storage rate, as well as the wrecker company's telephone number.
- (b) *Notice of charge to customer.* Emergency auto wrecker operators must provide a written copy of authorized rates and charges to the owner or operator of a vehicle that is being towed, unless said vehicle owner or operator is incapacitated for any reason.

Sec. 26-48. Vehicle storage facility.

- (a) Vehicles involved in a heavy-duty non-consent tow must be transported directly to a vehicle storage facility (VSF). A parking facility cannot be used as a temporary vehicle storage facility.
- (b) Each tow company performing heavy-duty non-consent tows shall utilize a Texas Department of Transportation licensed VSF located within the extra territorial jurisdiction of the City or within ten (10) miles of the Alvin city limits.
- (c) The maximum charges that a vehicle storage facility charge for a heavy-duty non-consent tow shall be set as designated in Chapter 643 of the Texas Transportation Code.

Sec. 26-49. Inspection of wreckers and storage facilities.

- (a) An inspection official designated by the Director shall set appointments with the emergency auto wrecker company, in or about the month of September of each year, for the purpose of inspecting the storage facilities and emergency auto wreckers used by each wrecker company to ensure that all requirements are met before a new permit is issued. All appointments for inspection are to be set by the reasonable discretion of the inspection official Inspector. All requirements shall be met and approved by the inspection official.
- (b) Periodic inspections of the permitted wreckers and their storage facilities may be made at any time during the year that the emergency auto wrecker permit is in effect. This is done to ensure compliance with all sections of this chapter. The inspection of storage facilities may occur at any reasonable hour. Wreckers may be inspected at any time during normal business hours or during any time of operation.
- (c) Wreckers found in violation of the requirements of this chapter may be subject to immediate forfeiture of said permit and the owner and/or operator may be subject to citation by either the Police Department or the inspection official.

Sec. 26-50. Wrecker driver qualifications.

No person shall operate or drive any auto wrecker or emergency auto wrecker, whether on their own account or in the employ of another, except in compliance with the following standards and conditions:

- (1) All wrecker drivers must be eighteen (18) years of age or older and must not have been convicted of any felony, theft, or crime of moral turpitude;
- (2) All wrecker drivers must possess a current, valid, and appropriate driver's license which has been duly issued to them by the Texas Department of Public Safety; and
- (3) All permit holders must provide evidence that their drivers are covered by the certificate of insurance required in section 26-14.

Sec. 26-51. Solicitation of business on streets of City prohibited; presumption of violation.

- (a) No person shall solicit in any manner, directly or indirectly, on the streets of the City, the business of towing any vehicle "wrecked, disabled or picked up from a police incident site," on a public street, regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading or purchasing said vehicle.
- (b) Proof of the presence of any person engaged in the wrecker business or the presence of any wrecker or motor vehicle owned or operated by any person engaged in the wrecker business either as owner, operator, employee, or agent, on any public street in the City, at or within two hundred (200) feet of the scene of a wreck, accident or collision, shall be prima facie evidence of a solicitation in violation of this section.

Sec. 26-52. Choice of wrecker service.

- (a) No police officer, investigating or present at the scene of any wreck, accident, collision, or police incident shall directly or indirectly either by word, gesture, sign or otherwise, recommend to any person, the name of any particular owner engaged in the wrecker services or repair business, nor shall any such police officer influence or attempt to influence in any manner the decision of any person choosing or selecting a wrecker or repair service.
- (b) The Police Department may move a vehicle from the scene of an accident or remove a vehicle whose driver is under arrest.
- (c) The owner or driver of a wrecked auto or the arrested owner or driver at a police incident site has the right to request, through the investigating officer, a particular wrecker service, provided that: the wrecker service requested has a valid auto wrecker permit issued by the State of Texas; that said wrecker service can respond to the incident in a reasonable amount of time; and the vehicle is not subject to police impound for evidence carrying purposes.

Sec. 26-53. Immediate storage of towed vehicles required; exceptions.

All vehicles picked up by an emergency auto wrecker shall immediately be taken to the permit holder's approved storage area, unless authorization to take the vehicle to another location is received from the Police Department, or in the absence of a police impound or hold, by written authorization of the owner or operator of the vehicle.

Sec. 26-54. Hours storage facility open for receiving, releasing vehicles.

The holder of an emergency auto wrecker permit shall be responsible for maintaining and operating the storage facility so that vehicles may be received and released twenty-four (24) hours per day.

Sec. 26-55. Officers authorized to remove illegally parked, abandoned or disabled vehicles.

- (a) Officers of the City Police Department or investigating law enforcement agencies are hereby authorized to remove a vehicle to the nearest garage or other place of safety, or to a garage designated or maintained by the governmental agency, of which the officer is a member, under the circumstances hereinafter enumerated:
 - (1) When any vehicle is illegally parked so as to block the entrance to any private driveway, and it is impractical to move such vehicle from in front of the driveway to another point on the highway or street;
 - (2) When any vehicle is found upon a highway or street and a report has previously been made that such vehicle has been stolen or a complaint has been filed and a warrant thereon issued charging that such vehicle has been embezzled;
 - (3) When any such officer has reasonable grounds to believe that any vehicle has been abandoned;
 - (4) When a vehicle upon a highway or street is so disabled that its normal operation is impossible or impractical and the person or persons in charge of the vehicle are incapacitated by reason of physical injury or other reason to such an extent as to be unable to provide for its removal or custody, or are not in the immediate vicinity of the disabled vehicle; or
 - (5) When an officer arrests any person driving or in control of the vehicle for an alleged offense and such officer is by this Code or other law required to take the person arrested immediately before a magistrate.
- (b) Any officer is hereby authorized to remove any vehicle parked or standing in or on any portion of a roadway when in the opinion of the said officer the vehicle constitutes a hazard; or interferes with a normal function of a governmental agency; or by reason of any catastrophe, emergency or unusual circumstances the safety of said vehicle or others is imperiled.
- (c) Any member of the City Fire Marshal's office is hereby authorized to have a vehicle removed that is parked in such a manner as to violate the City's fire ordinances or interferes with the response to any incident.

Sec. 26-56. Violation; penalties.

- (a) Any person who violates any provision in this article, for which a specific penalty is not provided, shall be guilty of a misdemeanor and upon conviction may be punished by a fine as prescribed by section 1-5.
- (b) Any person who violates subsections 26-46(a) or (b) may be punished by a fine of not less than two hundred dollars (\$200.00) or more than one thousand dollars (\$1,000.00) per violation in accordance with Chapter 643 of the Texas Transportation Code. Each act of violation and each day for which a violation is permitted to continue shall constitute a separate offense.

...

Section 2. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, 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 3. Code of Ordinances. It is the intention of the Council that this Ordinance shall become a part of the Code of Ordinances of the City of Alvin, Texas, and may be renumbered and codified therein accordingly.

Section 4. Penalty. Any person, firm or corporation who violates any provision in this article, for which a specific penalty is not provided, shall be guilty of a misdemeanor and upon conviction may be punished by a fine as prescribed by section 1-5 of the Code of Ordinances. Any person who violates subsections 26-46(a) or (b) may be punished by a fine of not less than two hundred dollars (\$200.00) or more than one thousand dollars (\$1,000.00) per violation in accordance with Chapter 643 of the Texas Transportation Code. Each act of violation and each day for which a violation is permitted to continue shall constitute a separate offense.

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 Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

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 18th day of September 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/18/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Discussion regarding a request from R. West Development to de-annex 3.14 acres along the north side of West Highway 6, between County Road 146 and County Road 147, for the development of a single family residential subdivision.

Type of Item: Discussion & Direction

Summary: R. West Development is planning to develop 196 single-family residential subdivision along Hwy 6 – between CR 146 and CR 147.

Rene McGuire with *R. West Development* requests to de-annex 3.14 acres along the north side of W. Highway 6 so that her proposed 50-acre residential development, Boulder Ridge Crossing, can be served water and sewer by existing MUD 24. This proposed development is a total of 50 acres which will contain 196 single-family lots. Inclusive of the 50 acres are 3.14 acres currently in the City limits. 19 of the 196 total lots are planned on the 3.14 acres. A Wastewater Improvement Study was previously done by Freese & Nichols and outlines the projects that the city would be required to complete in order to provide wastewater capacity to service the 50+ acres.

In essence, in order for the city to serve the development, the Lift Station 23 Expansion Project would have to be complete. We have just started construction on this 18-month project. In addition, the Highway 6 Lift Station Consolidation projects - Phases 1 and 2 as identified in the 2022 Wastewater Master Plan Update would need to be complete. The Highway 6 Lift Station Consolidation Projects Phases 1 and 2 are currently scheduled in the 2022 Wastewater Master Plan to be complete in 2027 and 2032, respectively, and are not funded to date. The estimated cost of the Highway 6 Lift Station Consolidation Projects Phases 1 and 2, including the increased capacity required to serve Boulder Ridge is \$12,652,820.

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: 9/15/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Request to De Annex
 2. WWTP Proposed Location
 3. 19 Lots Location
 4. City Limits Overlay
 5. 111 Acre West Highway 6 WW Improvements Study; 11-01-2024
-

Recommendation:

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

July 14, 2025

Ms. Michelle H Segovia, P.E.
City Engineer – City of Alvin
1100 W. Hwy 6
Alvin, Texas 77511

Re: Request for De-Annexation of 19 SFR Lots from Future Development
Request for Workshop for discussion before Council/Planning Officials
Boulder Ridge Crossing – A Planned Unit Development of 196 SFR Homes -

Dear Ms. Segovia:

As discussed during the Boulder Ridge Subdivision pre-development meeting on June 12th, We are submitting our initial request to start the discussion to “De-Annex” a portion of our property along Highway 6 – West Side of Alvin (Northside between CR 146 and CR 147).

We are planning to develop a SFR Subdivision on +/- 50 acres of land, of which only a portion of said land lies in city limits. Approximately 136,800 ft sq or 3.14 acres is inside city limits, however, through additional WW Studies conducted by Frees Nichols (By your office), it was determined NOT feasible to provide the 14 million dollars and 7 years for the infrastructure upgrades necessary to allow the City of Alvin to provide both water and sewer utility services to our planned development.

Brazoria County Municipal Utility District #24 through the recently permitted TPDES by TCEQ – Will be able to provide utilities to this new development. Per the attached exhibit – 19 of the 196 lots will need to be de-annexed from City of Alvin and simultaneously annexed into the BCMUD 24 district.

Please review, We are available for any meetings, workshops etc to promote an open dialogue with the City of Alvin towards approval of our request.

Please do not hesitate to contact me if you require further information.

Regards,

Justin S Barnett
R West Development

Cc: Jaime Salinas, BCMUD 24 Engineer
Nellie Connley, BCMUD 24 Attorney
Lisa Diese, BCMUD 24 Board President

Untitled Map

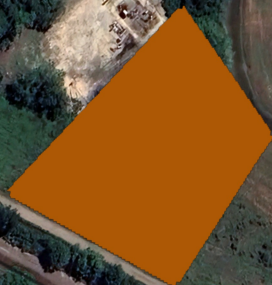
Write a description for your map.

Legend

 WWTP Proposed Location

 Taqueria & pupuseria Mr. CRIS

 Alvin Express Mobil



Old Manvel Rd

Google Earth

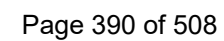
Image © 2023 Airbus

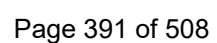
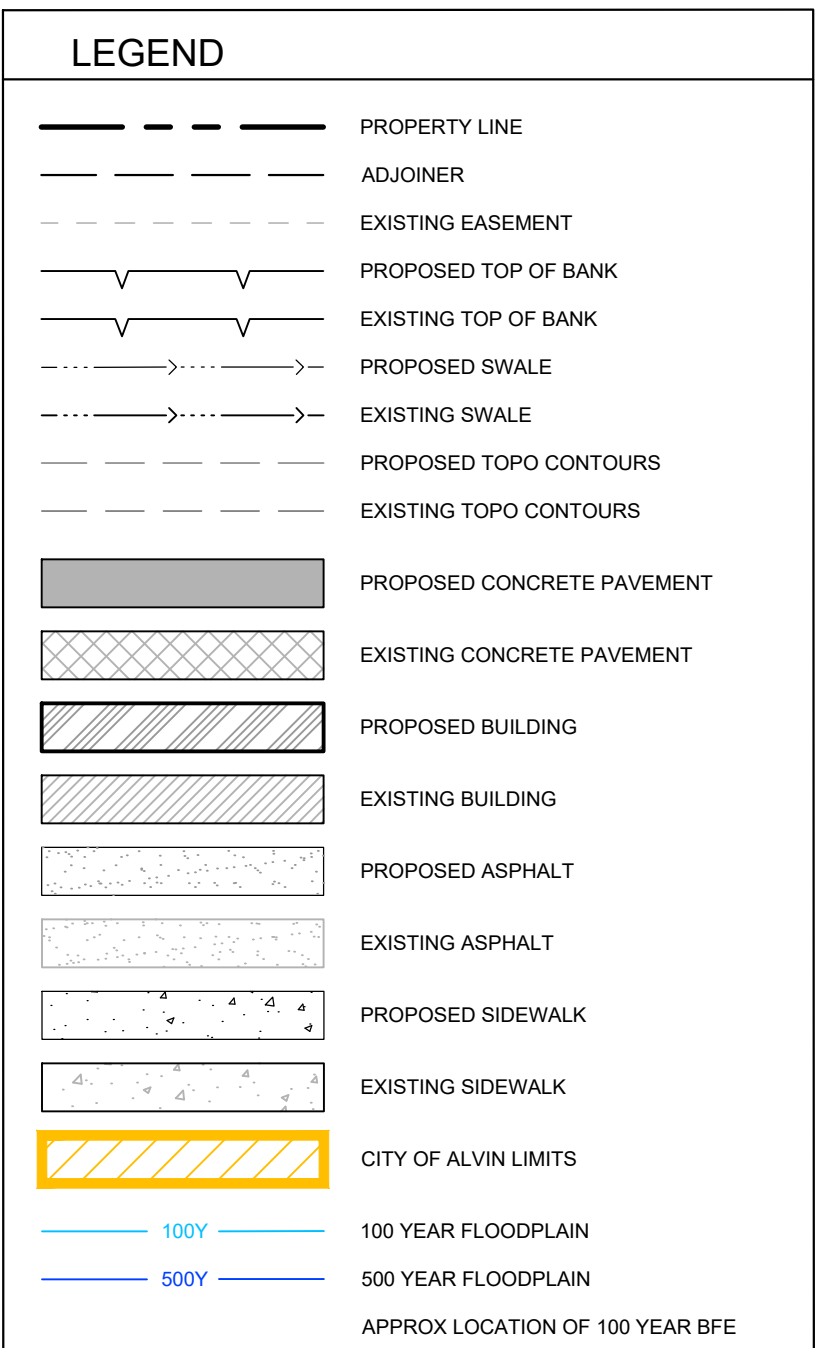
190

700 ft

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TO: Michelle Segovia, PE, CFM, City of Alvin
Brandon Moody, City of Alvin

CC: Jared Barber, PE, Freese and Nichols, Inc.

FROM: Kendall Ryan, PE, Freese and Nichols, Inc.
Mira Sharma, EIT, Freese and Nichols, Inc.

SUBJECT: Wastewater Improvement Study | 111 Acre West Highway 6

DATE: November 1, 2024



Kendall J. Ryan
FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

11/01/2024

1.0 DEVELOPMENT INFORMATION AND STUDY PURPOSE

In August 2024, R. West Development Co. Inc. (developer) requested a study to assess improvements required to provide wastewater service to a proposed mixed-use development, herein referred to as 111 Acre West Highway 6. The proposed development is comprised of multiple parcels as shown on **Figure 1**.

During the *2022 Wastewater Master Plan Update*, the City of Alvin (City) identified capital improvement plan (CIP) projects in this area to consolidate existing lift stations and provide additional capacity to serve anticipated growth within a 20-year planning horizon. The CIP projects in the vicinity of the proposed 111 Acre West Highway 6 development were identified as **Project 5** (to be completed by 2027) and **Project 13** (to be completed by 2032) and are shown on **Figure 2**.

The proposed 111 Acre West Highway 6 development represents more wastewater flow than was anticipated for future growth in the *2022 Wastewater Master Plan Update*. As such, this technical memorandum (TM) has been prepared to document the infrastructure improvements needed to allow the City to provide wastewater service to the proposed development. It should be noted that the recommendations documented in this TM are the result of desktop analyses and the study scope did not include field survey.

2.0 EXISTING WASTEWATER INFRASTRUCTURE

The City's existing wastewater infrastructure in the vicinity of the proposed 111 Acre West Highway 6 development is shown on **Figure 1**. All existing sanitary sewer flows in this vicinity are currently conveyed to Lift Station 36. There is no existing gravity line service to the majority of the parcels in the proposed development.

3.0 WASTEWATER FLOWS

The developer requested 545 ESFCs for this proposed development. These ESFCs were converted to average day and peak wet weather wastewater flows based on the City’s planning criteria established in the *2022 Wastewater Master Plan Update*. The wastewater flows for the proposed 111 Acre West Highway 6 development are summarized in **Table 1**.

Table 1 – 111 Acre West Highway 6 Wastewater Flows		
ESFCs	Average Day Flow ⁽¹⁾ (gpm)	Peak Wet Weather Flow ⁽²⁾ (gpm)
545	125	499

- (1) Utilizes the City’s *2022 Wastewater Master Plan Update* planning criteria of 2.82 people per ESFC and 117 gpcd
(2) Wet Weather Peaking Factor of 4.0

The CIP projects developed in the *2022 Wastewater Master Plan Update* assumed 206 future ESFCs in this area. The difference of 545 ESFCs – 206 ESFCs = 339 additional ESFCs, which represents **311 gpm (0.45 MGD) of additional peak wet weather flow from the proposed 111 Acre West Highway 6 development**.

4.0 CAPACITY ANALYSES AND IMPROVEMENT RECOMMENDATIONS

2022 Wastewater Master Plan Capital Improvement Projects

The City identified two CIP projects (Phases I & II) along Highway 6 to consolidate existing lift stations and provide additional capacity to serve anticipated growth. **Project 5** (Phase I) included the construction of a replacement 903 gpm (1.3 MGD) Lift Station 36 with a new 8-inch force main and new 8/10-inch gravity lines to allow the decommissioning of Lift Station 35 and Lift Station 38. **Project 13** (Phase II) included the construction of a new 12-inch gravity line to allow the decommissioning of Lift Station 39 and Lift Station 40.

Capacity Analyses

This wastewater improvement study evaluated the capacity of the City’s wastewater collection system within the 20-year planning horizon identified in the *2022 Wastewater Master Plan Update*, incorporating the requested ESFCs for the proposed 111 Acre West Highway 6 development. **In order to serve the additional 311 gpm (0.45 MGD) of peak wastewater flow from the proposed development, capacity updates were identified for CIP Project 5 and CIP Project 13.** These capacity updates are shown in **purple** on **Figure 3**, and represent the additional wastewater improvements required for the City to serve the proposed 111 Acre Highway 6 Development. It should be noted that the recommended gravity lines and corresponding Lift Station 36 wet well depth are based on measure down information and publicly available contour data. Existing gravity line inverts and ground elevations should be verified via field survey prior to final design.

Capacity Updates to CIP Project 5

In order for the City to serve the proposed 111 Acre West Highway 6 development, Lift Station 36 will need to be expanded further. **FNI recommends a replacement Lift Station 36 with a firm pumping capacity of 1,215 gpm (1.75 MGD) and upsizing of the force main to 10-inches in diameter.**

Capacity Updates to CIP Project 13

In order for the City to serve the proposed 111 Acre West Highway 6 development, **it is recommended to construct an additional ~2,600 feet of 8-inch gravity line and upsize ~900 feet of the previously identified gravity line to 15-inches.**

Cost Analyses

The opinions of probable construction cost (OPCCs) for Project 5 and Project 13 from the *2022 Wastewater Master Plan Update* were updated to 2024 dollars for comparative analyses. OPCCs were then developed for Project 5 and Project 13 that included the identified capacity updates; these OPCCs are included in **Appendix A**. A summary of the project costs is presented in **Table 2**. Note that all costs are shown in 2024 dollars.

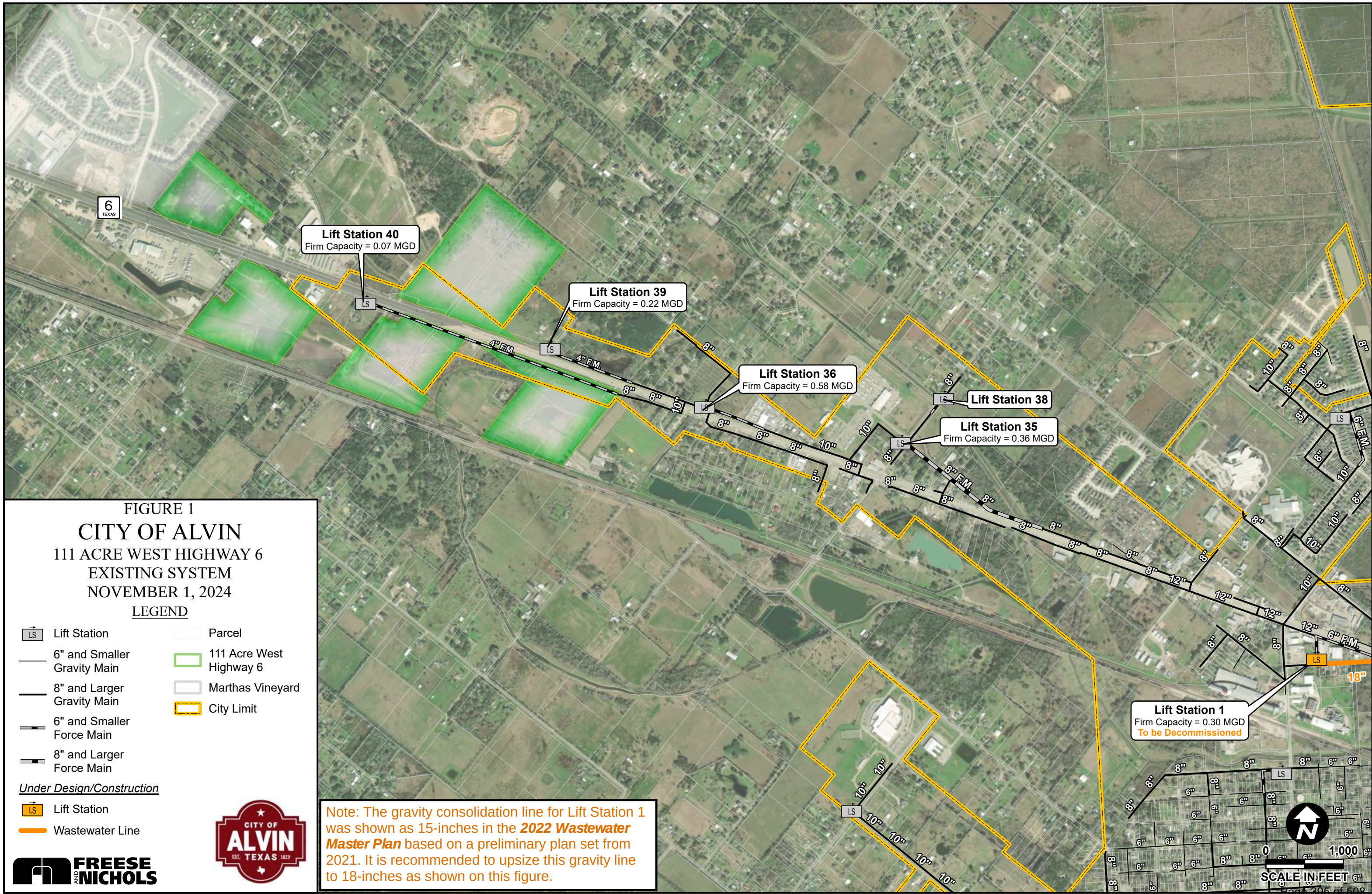
Table 2 – Additional Cost for Providing Wastewater Service to 111 Acre West Highway 6 Development

CIP Project	Project Cost from 2022 Wastewater Master Plan ⁽¹⁾	Cost with 111 Acre West Highway 6 Development	Additional Cost of Serving 111 Acre West Highway 6 Development
Project 5	\$7,564,400	\$8,244,200	\$679,800
Project 13	\$3,191,100	\$4,408,620	\$1,217,520
Total	\$10,755,500	\$12,652,820	\$1,897,320

(1) Updated to 2024 Dollars

Downstream Infrastructure Considerations

- The City has an ongoing project to design and construct an expansion of Lift Station 23 that will also consolidate Lift Stations 1, 15, 16, and 43. The consolidation of Lift Station 1 and the corresponding gravity line are shown in **orange** on **Figures 1-3**.
- **The City will not be able to provide wastewater service to the proposed 111 Acre West Highway 6 development until the Lift Station 23 project is constructed.**
- The Lift Station 1 consolidation line was shown as 15-inches in the *2022 Wastewater Master Plan* based on a preliminary plan set from 2021. It is recommended to upsize this gravity line to 18-inches based on projected wastewater flows and proposed upstream infrastructure sizing.



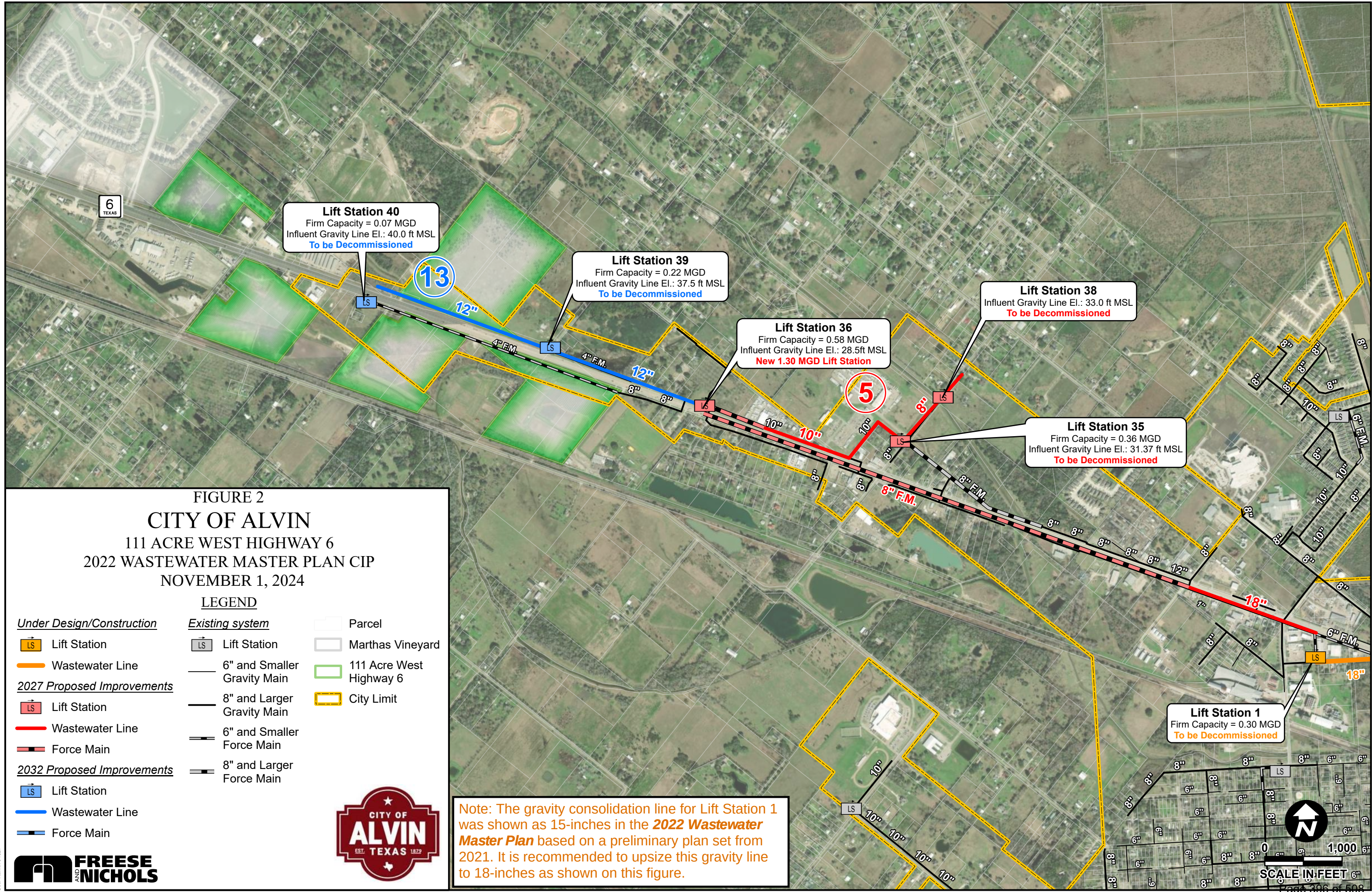


FIGURE 2
CITY OF ALVIN
111 ACRE WEST HIGHWAY 6
2022 WASTEWATER MASTER PLAN CIP
NOVEMBER 1, 2024

LEGEND

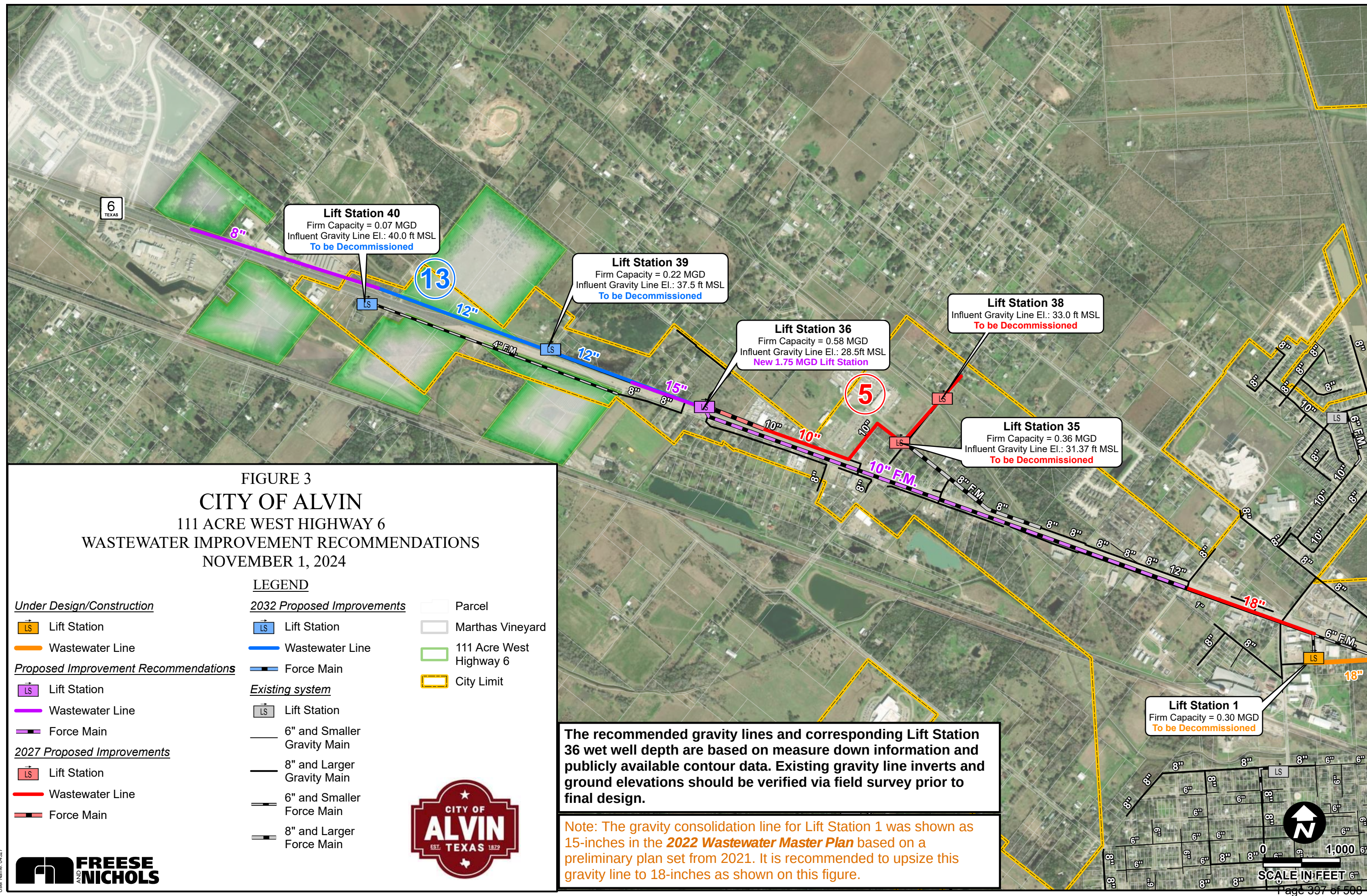
- | | | |
|-----------------------------------|-----------------------------|-------------------------|
| Under Design/Construction | Existing system | Parcel |
| Lift Station | Lift Station | Marthas Vineyard |
| Wastewater Line | 6" and Smaller Gravity Main | 111 Acre West Highway 6 |
| 2027 Proposed Improvements | 8" and Larger Gravity Main | City Limit |
| Lift Station | 6" and Smaller Force Main | |
| Wastewater Line | 8" and Larger Force Main | |
| Force Main | | |
| 2032 Proposed Improvements | | |
| Lift Station | | |
| Wastewater Line | | |
| Force Main | | |



Note: The gravity consolidation line for Lift Station 1 was shown as 15-inches in the **2022 Wastewater Master Plan** based on a preliminary plan set from 2021. It is recommended to upsize this gravity line to 18-inches as shown on this figure.



SCALE IN FEET 0 1,000



APPENDIX A

Opinions Of Probable Construction Cost (OPCCs)

For CIP Project 5 and CIP Project 13

Table A – OPCC for CIP Project 5 from the 2022 Wastewater Master Plan Update (in 2024 Dollars)

Project 5 Cost from 2022 Wastewater Master Plan					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ⁽¹⁾
1	Decommission Lift Station (Smaller LS)	2	EA	\$75,000	\$150,000
2	Standard Property Acquisition	1	EA	\$52,500	\$52,500
3	Lift Station Relocation Analysis	1	EA	\$55,000	\$55,000
4	Lift Station 36 Wet Well Replacement	1	LS	\$555,000	\$555,000
5	Lift Station 36 Pumps	1	LS	\$225,000	\$225,000
6	Lift Station 36 Electrical	1	LS	\$215,000	\$215,000
7	Lift Station 36 Generator	1	LS	\$130,000	\$130,000
8	Lift Station 36 Piping and Valves	1	LS	\$83,000	\$83,000
9	8" Force Main < 8 feet deep	6,700	LF	\$160	\$1,072,000
10	8" Pipe 8- 16 feet deep	880	LF	\$155	\$136,400
11	10" Pipe 8- 16 feet deep	3,000	LF	\$190	\$570,000
12	18" Pipe < 8 feet deep	1,900	LF	\$325	\$617,500
13	48" Diameter Manhole (8 - 16 feet deep)	2	EA	\$18,500	\$37,000
14	60" Diameter Manhole (8 - 16 feet deep)	10	EA	\$25,000	\$250,000
15	Pavement Repair	578	LF	\$180	\$104,040
16	20" Boring and Casing	90	LF	\$800	\$72,000
17	Easement Acquisition	12,480	LF	\$42	\$524,160
FNI OPCC classified as an AACE Class 4 Estimate with accuracy range of -20 to + 30%.		SUBTOTAL:			\$4,848,600
		CONTINGENCY		30%	\$1,455,000
		SUBTOTAL:			\$6,303,600
		ENG/SURVEY		20%	\$1,260,800
		Estimated Project Total:			\$7,564,400

(1) Costs are in 2024 Dollars

Note: The FNI Team has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided are based on the information available at the time of preparation and represent only the FNI Team's judgment based on industry experience. The FNI Team cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from the opinion of probable construction costs. It is recommended the City survey the existing line inverts during the preliminary engineering phase of this project to confirm the existing capacity.

Table B – OPCC for CIP Project 5 with 111 Acre West Highway 6 Development

Project 5 Cost with 111 Acre West Highway 6 Development ⁽¹⁾					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ⁽²⁾
1	Decommission Lift Station (Smaller LS)	2	EA	\$75,000	\$150,000
2	Standard Property Acquisition	1	EA	\$52,500	\$52,500
3	Lift Station Relocation Analysis	1	EA	\$60,500	\$60,500
4	Lift Station 36 Wet Well Replacement	1	LS	\$620,000	\$620,000
5	Lift Station 36 Pumps	1	LS	\$250,000	\$250,000
6	Lift Station 36 Electrical	1	LS	\$250,000	\$250,000
7	Lift Station 36 Generator	1	LS	\$165,000	\$165,000
8	Lift Station 36 Piping and Valves	1	LS	\$85,000	\$85,000
9	10" Force Main < 8 feet deep	6,700	LF	\$200	\$1,340,000
10	8" Pipe 8- 16 feet deep	880	LF	\$155	\$136,400
11	10" Pipe 8- 16 feet deep	3,000	LF	\$190	\$570,000
12	18" Pipe < 8 feet deep	1,900	LF	\$325	\$617,500
13	48" Diameter Manhole (8 - 16 feet deep)	2	EA	\$18,500	\$37,000
14	60" Diameter Manhole (8 - 16 feet deep)	10	EA	\$25,000	\$250,000
15	Pavement Repair	578	LF	\$180	\$104,040
16	20" Boring and Casing	90	LF	\$800	\$72,000
17	Easement Acquisition	12,480	LF	\$42	\$524,160
FNI OPCC classified as an AACE Class 4 Estimate with accuracy range of -20 to +30%.		SUBTOTAL:			\$5,284,100
		CONTINGENCY	30%		\$1,586,000
		SUBTOTAL:			\$6,870,100
		ENG/SURVEY	20%		\$1,374,100
		Estimated Project Total:			\$8,244,200

(1) **Green** cells represent updated unit costs for a larger firm capacity Lift Station 36 and larger force main as compared to the 2022 Wastewater Master Plan OPCC (**Table A**)

(2) Costs are in 2024 Dollars

Note: The FNI Team has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided are based on the information available at the time of preparation and represent only the FNI Team's judgment based on industry experience. The FNI Team cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from the opinion of probable construction costs. It is recommended the City survey the existing line inverts during the preliminary engineering phase of this project to confirm the existing capacity.

Table C – OPCC for CIP Project 13 from the 2022 Wastewater Master Plan Update (in 2024 Dollars)

Project 13 Cost from 2022 Wastewater Master Plan					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ⁽¹⁾
1	Decommission Lift Station (Smaller LS)	2	EA	\$75,000	\$150,000
2	12" Pipe > 16 feet deep	4,800	LF	\$255	\$1,224,000
3	60" Diameter Manhole (16 - 24 feet deep)	10	EA	\$26,800	\$268,000
4	Pavement Repair	480	LF	\$180	\$86,400
5	24" Boring and Casing	120	LF	\$960	\$115,200
6	Easement Acquisition	4,800	LF	\$42	\$201,600
FNI OPCC classified as an AACE Class 4 Estimate with accuracy range of -20 to +30%.		SUBTOTAL:			\$2,045,200
		CONTINGENCY		30%	\$614,000
		SUBTOTAL:			\$2,659,200
		ENG/SURVEY		20%	\$531,900
		Estimated Project Total:			\$3,191,100

(1) Costs are in 2024 Dollars

Note: The FNI Team has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided are based on the information available at the time of preparation and represent only the FNI Team's judgment based on industry experience. The FNI Team cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from the opinion of probable construction costs.
It is recommended the City survey the existing line inverts during the preliminary engineering phase of this project to confirm the existing capacity.

Table D – OPCC for CIP Project 5 with 111 Acre West Highway 6 Development

Project 13 Cost with 111 Acre West Highway 6 Development⁽¹⁾					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ⁽²⁾
1	Decommission Lift Station (Smaller LS)	2	EA	\$75,000	\$150,000
2	8" Pipe 8- 16 feet deep	2,560	LF	\$155	\$396,800
3	12" Pipe > 16 feet deep	3,900	LF	\$255	\$994,500
4	15" Pipe > 16 feet deep	900	LF	\$315	\$283,500
5	48" Diameter Manhole (8 - 16 feet deep)	6	EA	\$18,500	\$111,000
6	60" Diameter Manhole (16 - 24 feet deep)	10	EA	\$26,800	\$268,000
7	Pavement Repair	605	LF	\$180	\$108,900
8	12" Boring and Casing	185	LF	\$480	\$88,800
9	24" Boring and Casing	120	LF	\$960	\$115,200
10	Easement Acquisition	7,360	LF	\$42	\$309,120
				SUBTOTAL:	\$2,825,820
				CONTINGENCY	30%
					\$848,000
				SUBTOTAL:	\$3,673,820
				ENG/SURVEY	20%
					\$734,800
				Estimated Project Total:	\$4,408,620

FNI OPCC classified as an AACE Class 4 Estimate with accuracy range of -20 to +30%.

(1) **Green** cells represent updates to quantities or new line items as compared to the 2022 Wastewater Master Plan OPCC (Table C)

(2) Costs are in 2024 Dollars

Note: The FNI Team has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided are based on the information available at the time of preparation and represent only the FNI Team's judgment based on industry experience. The FNI Team cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from the opinion of probable construction costs
It is recommended the City survey the existing line inverts during the preliminary engineering phase of this project to confirm the existing capacity.



AGENDA COMMENTARY

Meeting Date: 9/18/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid to Tandem Services, LLC., for the 2024 Concrete Pavement and Drainage Project for Hood Street, in an amount not to exceed \$8,085,191, and authorize the City Manager to sign the contract upon legal review.

Type of Item: Contract/Agreement

Summary: On September 2, 2025, bids were opened for the 2024 Concrete Pavement and Drainage Project- Hood Street (B-25-10), and Tandem Services, LLC was the qualified bidder. Adico Consulting Engineers, LLC., the City's consultant that designed the project, and City Staff reviewed the three bids that were received and have recommended Tandem Services, LLC. for this project (recommendation letter attached). Tandem Services, LLC. has done work for the City in the past and Staff was pleased with the work performed.

Contract Amount: \$7,700,181.81
5% Contingency: \$ 385,009.19
Total Amount: \$8,085,191.00

The 2024 Concrete Pavement and Drainage Project – Hood Street consists of the total replacement of the concrete pavement, sidewalks, water, sanitary sewer and associated storm sewer improvements on Hood Street from W. Sealy Street to W. South Street. These improvements were based on recommendations in the 2020 Concrete Pavement Assessment by JET Civil Consulting, LLC. More information on this project can be found in the Capital Improvement Program (CIP) Quarterly Report that was distributed to City Council on August 7, 2025.

The project is scheduled to start in October 2025 and has a construction time of 540 calendar days.

Funding for this project is from the Sales Tax Fund.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 312-5501-00-9031 **Amount:** \$8,085,190.81 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 9/15/2025 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 9/15/25

Supporting documents attached:

1. Adico - Letter of Recommendation

2. Bid Tabulation
 3. Tandem Services - Proposal
-

Recommendation: Move to award a bid to Tandem Services, LLC., for the 2024 Concrete Pavement and Drainage Project for Hood Street, in an amount not to exceed \$8,085,191, and authorize the City Manager to sign the contract upon legal review.

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

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

Thursday, September 4, 2025

Ms Michelle H. Segovia, P.E., CFM
City Engineer/Director
City of Alvin
1100 W. Highway 6
Alvin, TX 77511

Re: 2024 Concrete Pavement & Drainage Project
Hood Street from West South Street to West Sealy Street
BID No. B-25-10
Letter of Recommendation for Contract Award
Adico, LLC Project No. 23026-01

Dear Ms Segovia;

On behalf of the City of Alvin, Adico, LLC has evaluated the bids received for the City of Alvin 2024 Concrete Pavement & Drainage Project Hood Street from West South Street to West Sealy Street. The project was publicly advertised, and bids were opened September 2, 2025. See attached Bid Tabulation.

After conducting our review of references, we recommend awarding the contract to Tandem Service, LLC with a Total Bid of \$7,700,181.81.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC



Brent Berthier, P.E.
TBPE Firm No. 16423

Cc: Brett Cole, CIP Project Manager

BID TABULATION
2024 PAVEMENT & DRAINAGE IMPROVEMENTS
PROJECT HOOD STREET
BID NO. B-25-10
TO SERVE
CITY OF ALVIN
ADICO PROJECT NO. 23026-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	TANDEM SERVICES LLC		PRECISE SERVICES, INC		GRAVA LLC	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1.	Mobilization/Payment/ Performance Bonds/Permits & Fees.	LS	1	\$ 180,000.00	\$ 180,000.00	\$ 900,000.00	\$ 900,000.00	\$ 59,000.00	\$ 59,000.00
2.	Saw-cut concrete pavement, Full Depth, complete in place.	LF	7780	\$ 8.00	\$ 62,240.00	\$ 7.65	\$ 59,517.00	\$ 8.26	\$ 64,262.80
3.	Demolition of existing sidewalks including ADA ramps. Includes sawcut where necessary and disposal offsite, complete in place.	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 19,500.00	\$ 19,500.00	\$ 112,070.00	\$ 112,070.00
4.	Demolition and disposal of existing curb and gutter, complete in place.	LF	9978	\$ 1.20	\$ 11,973.60	\$ 1.05	\$ 10,476.90	\$ 3.54	\$ 35,322.12
5.	Removal and disposal offsite of existing storm sewer pipe (all sizes), manholes, and inlets, complete in place.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 178,000.00	\$ 178,000.00	\$ 53,808.00	\$ 53,808.00
6.	Demolition and disposal offsite of existing concrete roadway, complete in place.	SY	26735	\$ 4.00	\$ 106,940.00	\$ 8.70	\$ 232,594.50	\$ 23.40	\$ 625,599.00
7.	Demolition and disposal offsite of existing driveways, complete in place.	SY	1871	\$ 4.00	\$ 7,484.00	\$ 8.70	\$ 16,277.70	\$ 16.52	\$ 30,908.92
8.	Roadway Backfill Complete in Place	CY	695	\$ 21.00	\$ 14,595.00	\$ 35.00	\$ 24,325.00	\$ 21.24	\$ 14,761.80
9.	Construction of 7-inch, 4,000 PSI reinforced concrete pavement and gutter, complete in place.	SY	26735	\$ 67.00	\$ 1,791,245.00	\$ 67.00	\$ 1,791,245.00	\$ 91.13	\$ 2,436,360.55
10.	ADA Sidewalk Ramps, complete in place.	EA	52	\$ 3,850.00	\$ 200,200.00	\$ 1,500.00	\$ 78,000.00	\$ 1,770.00	\$ 92,040.00
11.	Construction of 4-inch reinforced concrete sidewalk, complete in place.	SY	3804	\$ 62.00	\$ 235,848.00	\$ 65.50	\$ 249,162.00	\$ 61.88	\$ 235,391.52
12.	Construction of 6-inch, 3,500 PSI reinforced concrete pavement for driveway, complete in place.	SY	1510	\$ 67.00	\$ 101,170.00	\$ 110.00	\$ 166,100.00	\$ 101.25	\$ 152,887.50
13.	Construction of 6-inch concrete curb, complete in place.	LF	9975	\$ 5.00	\$ 49,875.00	\$ 4.75	\$ 47,381.25	\$ 7.08	\$ 70,623.00
14.	Concrete Pavement Header and Tie-in, complete in place.	EA	24	\$ 1,000.00	\$ 24,000.00	\$ 1,650.00	\$ 39,600.00	\$ 472.00	\$ 11,328.00
15.	8-inch lime stabilized subgrade, 6% lime, complete in place.	SY	27907	\$ 5.50	\$ 153,488.50	\$ 12.50	\$ 348,837.50	\$ 8.75	\$ 244,186.25

BID TABULATION
2024 PAVEMENT & DRAINAGE IMPROVEMENTS
PROJECT HOOD STREET
BID NO. B-25-10
TO SERVE
CITY OF ALVIN
ADICO PROJECT NO. 23026-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	TANDEM SERVICES LLC		PRECISE SERVICES, INC		GRAVA LLC	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
16.	Extra commercial lime slurry, complete in place.	TONS	559	\$ 390.00	\$ 218,010.00	\$ 100.00	\$ 55,900.00	\$ 437.50	\$ 244,562.50
17.	Supply and Install stormwater inlet buttons per details, complete in place.	EA	51	\$ 55.00	\$ 2,805.00	\$ 16.50	\$ 841.50	\$ 153.40	\$ 7,823.40
18.	Replace traffic loop signal located at the intersection of S Hood St and W South St, complete in place.	EA	2	\$ 5,550.00	\$ 11,100.00	\$ 16,500.00	\$ 33,000.00	\$ 4,720.00	\$ 9,440.00
19.	Replace traffic loop signal located at the intersection of W House St and S Hood St, complete in place.	EA	2	\$ 6,250.00	\$ 12,500.00	\$ 16,500.00	\$ 33,000.00	\$ 4,720.00	\$ 9,440.00
20.	Install 15" HP Storm Sewer with standard bedding and backfill, complete in place.	LF	56	\$ 79.00	\$ 4,424.00	\$ 65.00	\$ 3,640.00	\$ 102.07	\$ 5,715.92
21.	Install 18" HP Storm Sewer with standard bedding and backfill, complete in place.	LF	2299	\$ 76.00	\$ 174,724.00	\$ 99.00	\$ 227,601.00	\$ 123.75	\$ 284,501.25
22.	Install 24" HP Storm Sewer with standard bedding and backfill, complete in place.	LF	436	\$ 98.00	\$ 42,728.00	\$ 125.00	\$ 54,500.00	\$ 149.86	\$ 65,338.96
23.	Install 30" HP Storm Sewer with standard bedding and backfill, complete in place.	LF	2422	\$ 110.00	\$ 266,420.00	\$ 155.00	\$ 375,410.00	\$ 201.25	\$ 487,427.50
24.	Install 36" HP Storm Sewer with standard bedding and backfill, complete in place.	LF	609	\$ 125.00	\$ 76,125.00	\$ 190.00	\$ 115,710.00	\$ 227.74	\$ 138,693.66
25.	Supply and install Standard Storm Sewer Manhole (0'-8'), complete in place.	EA	29	\$ 6,250.00	\$ 181,250.00	\$ 5,550.00	\$ 160,950.00	\$ 7,337.50	\$ 212,787.50
26.	Supply and install Conflict Manhole with standard bedding and backfill, complete in place.	EA	4	\$ 12,500.00	\$ 50,000.00	\$ 8,500.00	\$ 34,000.00	\$ 17,983.20	\$ 71,932.80
27.	Supply an install Type "B-B" Inlet, complete in place.	EA	51	\$ 4,250.00	\$ 216,750.00	\$ 4,700.00	\$ 239,700.00	\$ 6,350.00	\$ 323,850.00
28.	OSHA Trench safety according to specifications. Includes removal.	LF	5822	\$ 2.00	\$ 11,644.00	\$ 0.10	\$ 582.20	\$ 3.13	\$ 18,222.86

BID TABULATION
2024 PAVEMENT & DRAINAGE IMPROVEMENTS
PROJECT HOOD STREET
BID NO. B-25-10
TO SERVE
CITY OF ALVIN
ADICO PROJECT NO. 23026-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	TANDEM SERVICES LLC		PRECISE SERVICES, INC		GRAVA LLC	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
29.	Cured In Place Piping (CIPP) of existing 6-inch (6") sanitary sewer as shown on plans and according to specifications, complete in place. Includes restoration of service laterals.	LF	878	\$ 196.90	\$ 172,878.20	\$ 130.00	\$ 114,140.00	\$ 29.58	\$ 25,971.24
30.	Cured In Place Piping (CIPP) of existing 8-inch (8") sanitary sewer as shown on plans and according to specifications, complete in place. Includes restoration of service laterals.	LF	1697	\$ 190.50	\$ 323,278.50	\$ 155.00	\$ 263,035.00	\$ 111.05	\$ 188,451.85
31.	Cured In Place Piping (CIPP) of existing 10-inch (10") sanitary sewer as shown on plans and according to specifications, complete in place. Includes restoration of service laterals.	LF	499	\$ 406.40	\$ 202,793.60	\$ 165.00	\$ 82,335.00	\$ 125.03	\$ 62,389.97
32.	Cured In Place Piping (CIPP) of existing 12-inch (12") sanitary sewer as shown on plans and according to specifications, complete in place. Includes restoration of service laterals.	LF	440	\$ 501.90	\$ 220,836.00	\$ 220.00	\$ 96,800.00	\$ 151.70	\$ 66,748.00
33.	Cured In Place Piping (CIPP) of existing 24-inch (24") sanitary sewer as shown on plans and according to specifications, complete in place. Includes restoration of service laterals.	LF	140	\$ 1,020.00	\$ 142,800.00	\$ 330.00	\$ 46,200.00	\$ 285.71	\$ 39,999.40
34.	Rehabilitation of interior surface of standard 4-foot diameter, concrete sanitary sewer manhole with polymer concrete, as shown on plans and according to specifications, complete in place. (0'- 8')	EA	20	\$ 7,140.00	\$ 142,800.00	\$ 6,300.00	\$ 126,000.00	\$ 14,160.00	\$ 283,200.00
35.	Rehabilitation of interior surface of standard 4-foot diameter, concrete sanitary sewer manhole with polymer concrete, as shown on plans and according to specifications, complete in place. (Extra depth greater than 8')	VF	2	\$ 860.00	\$ 1,720.00	\$ 6,300.00	\$ 12,600.00	\$ 7,080.00	\$ 14,160.00
36.	Replace manhole lid including inflow protector for standard manhole 4-foot diameter, as shown on plans and according to specifications, complete in place. Includes removal and disposal of existing lid, reconstruction of cone and adjustment to grade as required.	EA	20	\$ 1,550.00	\$ 31,000.00	\$ 3,000.00	\$ 60,000.00	\$ 4,838.00	\$ 96,760.00
37.	Install 6-inch PVC Short Side Sanitary Service Connection with standard bedding and backfill, complete in place. Includes cleanouts.	EA	42	\$ 1,850.00	\$ 77,700.00	\$ 3,150.00	\$ 132,300.00	\$ 1,545.80	\$ 64,923.60

BID TABULATION
2024 PAVEMENT & DRAINAGE IMPROVEMENTS
PROJECT HOOD STREET
BID NO. B-25-10
TO SERVE
CITY OF ALVIN
ADICO PROJECT NO. 23026-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	TANDEM SERVICES LLC		PRECISE SERVICES, INC		GRAVA LLC	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
38.	Install 6-inch PVC Long Side Sanitary Service Connection with standard bedding and backfill, complete in place. Includes cleanouts.	EA	21	\$ 2,550.00	\$ 53,550.00	\$ 5,200.00	\$ 109,200.00	\$ 1,823.10	\$ 38,285.10
39.	Plug and abandon 2" waterline, complete in place.	EA	1	\$ 650.00	\$ 650.00	\$ 335.00	\$ 335.00	\$ 590.00	\$ 590.00
40.	Plug and abandon 6" waterline, complete in place. Includes removal of all existing fire hydrants and disposal offsite.	EA	10	\$ 2,450.00	\$ 24,500.00	\$ 520.00	\$ 5,200.00	\$ 2,065.00	\$ 20,650.00
41.	Plug and abandon 8" waterline, complete in place. Includes removal of all existing fire hydrants and disposal offsite.	EA	1	\$ 2,650.00	\$ 2,650.00	\$ 635.00	\$ 635.00	\$ 2,124.00	\$ 2,124.00
42.	Install 6-Inch PVC, C-900 waterline, including fittings and appurtenances, with standard bedding and backfill, complete in place.	LF	1383	\$ 95.00	\$ 131,385.00	\$ 75.00	\$ 103,725.00	\$ 111.37	\$ 154,024.71
43.	Install 6-Inch PVC, C-900 waterline with Restrained Joints, with standard bedding and backfill including fittings and appurtenances, complete in place.	LF	39	\$ 125.00	\$ 4,875.00	\$ 85.00	\$ 3,315.00	\$ 122.33	\$ 4,770.87
44.	Bore and Install 6-Inch PVC, C-900 waterline, including fittings and appurtenances, complete in place.	LF	107	\$ 125.00	\$ 13,375.00	\$ 105.00	\$ 11,235.00	\$ 63.72	\$ 6,818.04
45.	Install 6-Inch PVC, C-900 waterline inside 12-inch Steel Casing with Spacers, including fittings and appurtenances, with standard bedding and backfill, complete in place.	LF	369	\$ 195.00	\$ 71,955.00	\$ 185.00	\$ 68,265.00	\$ 125.08	\$ 46,154.52
46.	Install 10-Inch PVC, C-900 waterline, including fittings and appurtenances, with standard bedding and backfill, complete in place.	LF	3034	\$ 135.00	\$ 409,590.00	\$ 100.00	\$ 303,400.00	\$ 132.21	\$ 401,125.14
47.	Bore and Install 10-Inch PVC, C-900 waterline, including fittings and appurtenances, complete in place.	LF	341	\$ 165.00	\$ 56,265.00	\$ 145.00	\$ 49,445.00	\$ 115.51	\$ 39,388.91
48.	Install 10-Inch PVC, C-900 waterline inside 18-inch Steel Casing with Spacers, including fittings and appurtenances, with standard bedding and backfill, complete in place.	LF	433	\$ 332.00	\$ 143,756.00	\$ 330.00	\$ 142,890.00	\$ 288.43	\$ 124,890.19

BID TABULATION
2024 PAVEMENT & DRAINAGE IMPROVEMENTS
PROJECT HOOD STREET
BID NO. B-25-10
TO SERVE
CITY OF ALVIN
ADICO PROJECT NO. 23026-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	TANDEM SERVICES LLC		PRECISE SERVICES, INC		GRAVA LLC	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
49.	Install 1 1/2-Inch Short Side Water Service Connection, including fittings and appurtenances, include water meter box, complete in place.	EA	38	\$ 1,250.00	\$ 47,500.00	\$ 2,650.00	\$ 100,700.00	\$ 1,545.80	\$ 58,740.40
50.	Install 1 1/2-Inch Long Side Water Service Connection, including fittings and appurtenances, include water meter box, and piping within the ROW, complete in place.	EA	36	\$ 1,550.00	\$ 55,800.00	\$ 4,150.00	\$ 149,400.00	\$ 1,775.90	\$ 63,932.40
51.	Install Fire Hydrant assembly, complete in place.	EA	9	\$ 9,250.00	\$ 83,250.00	\$ 8,550.00	\$ 76,950.00	\$ 8,850.00	\$ 79,650.00
52.	Install 6-Inch Gate Valve and Box, complete in place.	EA	30	\$ 7,650.00	\$ 229,500.00	\$ 1,850.00	\$ 55,500.00	\$ 100.00	\$ 3,000.00
53.	Install 10-Inch Gate Valve and Box, complete in place.	EA	10	\$ 9,250.00	\$ 92,500.00	\$ 3,600.00	\$ 36,000.00	\$ 100.00	\$ 1,000.00
54.	Install 6"x8" Tap and Sleeve and Valve connection to existing Water Line, complete in place.	EA	1	\$ 3,650.00	\$ 3,650.00	\$ 8,500.00	\$ 8,500.00	\$ 7,080.00	\$ 7,080.00
55.	OSHA Trench safety according to specifications. Includes removal.	LF	5258	\$ 2.00	\$ 10,516.00	\$ 0.10	\$ 525.80	\$ 2.95	\$ 15,511.10
56.	Install 4" Wide Dashed White line, complete in place.	LF	8664	\$ 2.50	\$ 21,660.00	\$ 2.20	\$ 19,060.80	\$ 1.04	\$ 9,010.56
57.	Install 6" Wide Double Yellow line, complete in place.	LF	4865	\$ 1.20	\$ 5,838.00	\$ 3.30	\$ 16,054.50	\$ 3.12	\$ 15,178.80
58.	Install 24" Wide Solid White Stripe, complete in place.	LF	1094	\$ 12.50	\$ 13,675.00	\$ 13.00	\$ 14,222.00	\$ 10.48	\$ 11,465.12
59.	Install 24" Wide Solid White, Bar, complete in place.	LF	553	\$ 12.50	\$ 6,912.50	\$ 13.00	\$ 7,189.00	\$ 10.48	\$ 5,795.44
60.	Install Bicycle Lane Striping, complete in place.	EA	50	\$ 180.00	\$ 9,000.00	\$ 820.00	\$ 41,000.00	\$ 218.30	\$ 10,915.00
61.	Install Shared Lane Striping, complete in place.	EA	6	\$ 240.00	\$ 1,440.00	\$ 820.00	\$ 4,920.00	\$ 1,180.00	\$ 7,080.00

BID TABULATION
2024 PAVEMENT & DRAINAGE IMPROVEMENTS
PROJECT HOOD STREET
BID NO. B-25-10
TO SERVE
CITY OF ALVIN
ADICO PROJECT NO. 23026-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	TANDEM SERVICES LLC		PRECISE SERVICES, INC		GRAVA LLC	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
62.	Install and maintain Stabilized Construction Entrance (to be installed prior to any construction activity and properly maintained throughout construction), complete in place. Includes removal and disposal offsite.	EA	1	\$ 4,250.00	\$ 4,250.00	\$ 2,000.00	\$ 2,000.00	\$ 7,080.00	\$ 7,080.00
63.	Install and maintain (and replace if necessary) Reinforced Filter Fabric Fence, as shown on plans and according to specifications, complete in place. Includes removal and disposal offsite.	LF	6843	\$ 3.00	\$ 20,529.00	\$ 2.00	\$ 13,686.00	\$ 6.49	\$ 44,411.07
64.	Provide Concrete Truck Washout, complete in place. Includes removal and disposal offsite.	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,900.00	\$ 5,900.00
65.	Furnish and install stage I and stage II storm inlet protection barriers, includes removal and disposal, complete in place.	EA	51	\$ 75.00	\$ 3,825.00	\$ 250.00	\$ 12,750.00	\$ 613.60	\$ 31,293.60
66.	Turf Establishment by Hydromulch Seeding. Includes watering, fertilizing, mowing and maintenance, until a full stand of grass has been established and all Governing agencies have Inspected and accepted (in writing) the subject Project.	AC	1	\$ 5,250.00	\$ 5,250.00	\$ 3,500.00	\$ 3,500.00	\$ 5,310.00	\$ 5,310.00
67.	Turf Establishment by Block Sodding. Includes watering, fertilizing, mowing and maintenance, until a full stand of grass adjacent to new pavement has been established and all Governing agencies have Inspected and accepted (in writing) the subject Project.	SY	8692	\$ 9.00	\$ 78,228.00	\$ 8.00	\$ 69,536.00	\$ 12.50	\$ 108,650.00
68.	Traffic Control, complete in place. Includes removal.	MO	18	\$ 3,000.00	\$ 54,000.00	\$ 17,500.00	\$ 315,000.00	\$ 23,216.67	\$ 417,900.06
69.	Construction Staking, complete in place.	LS	1	\$ 16,500.00	\$ 16,500.00	\$ 58,000.00	\$ 58,000.00	\$ 42,480.00	\$ 42,480.00
70.	Remove and replace fence and/or gates, complete in place.	LF	864	\$ 36.00	\$ 31,104.00	\$ 80.00	\$ 69,120.00	\$ 41.30	\$ 35,683.20
71.	Provide bypass pumping, complete in place.	MO	6	\$ 16,500.00	\$ 99,000.00	\$ 37,500.00	\$ 225,000.00	\$ 12,390.00	\$ 74,340.00
72.	Construction Allowance (Authorized only by Engineer)	LS	1	\$ 346,857.91	\$ 346,857.91	\$ 346,857.91	\$ 346,857.91	\$ 346,857.91	\$ 346,857.91
TOTAL BASE BID				\$ 7,700,181.81		\$ 8,874,878.56		\$ 9,207,976.01	

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: **Contractor / Bidder:** Tandem Services LLC

2024 PAVEMENT & DRAINAGE IMPROVEMENTS PROJECT – HOOD STREET **Bid Number: B-25-10**

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of Contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the location, conditions and classes or materials of the proposed work, and agrees that he will provide all the necessary labor, material, superintendence, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials necessary to accomplish the work called for in the Plans and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or on behalf of any undisclosed person or interest other than sole bidder submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firms to submit a false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before **540 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated 8/28/25 Received *Justin [Signature]*

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

Bidder: Tandem Services LLC

Address: 1100 Winfield Lane, Kemah Texas 77565

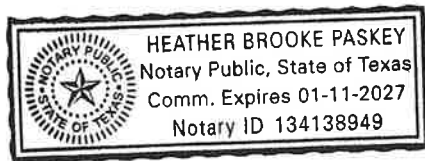
Telephone: (281) 947-8378

Date: 9/2/2025

ATTEST: *Heather Brooke Paskey*

Secretary of Corporation Heather Paskey

(Seal of Bidder Corporation)



PROPOSAL						
2024 PAVEMENT & DRAINAGE IMPROVEMENTS PROJECT -HOOD STREET			Contractor			
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
1.	Mobilization/Payment/ Performance Bonds/Permits & Fees.	LS	1	\$180,000	\$180,000	One Hundred Eighty Thousand Dollars and Zero Cents
2.	Saw-cut concrete pavement, Full Depth, complete in place.	LF	7,780	\$8.00	\$62,240.00	Sixty-Two Thousand Two Hundred Forty Dollars and Zero Cents
3.	Demolition of existing sidewalks including ADA ramps. Includes sawcut where necessary and disposal offsite, complete in place.	LS	1	\$7,000.00	\$7,000.00	Seven Thousand Dollars and Zero Cents
4.	Demolition and disposal of existing curb and gutter, complete in place.	LF	9,978	\$1.20	\$11,973.60	Eleven Thousand Nine Hundred Seventy-Three Dollars and Sixty Cents
5.	Removal and disposal offsite of existing storm sewer pipe (all sizes), manholes, and inlets, complete in place.	LS	1	\$15,000.00	\$15,000.00	Fifteen Thousand Dollars and Zero Cents
6.	Demolition and disposal offsite of existing concrete roadway, complete in place.	SY	26,735	\$4.00	\$106,940.00	One Hundred Six Thousand Nine Hundred Forty Dollars and Zero Cents
7.	Demolition and disposal offsite of existing driveways, complete in place.	SY	1,871	\$4.00	\$7,484.00	Seven Thousand Four Hundred Eighty-Four Dollars and Zero Cents
8.	Roadway Backfill Complete in Place	CY	695	\$21.00	\$14,595.00	Fourteen Thousand Five Hundred Ninety-Five Dollars and Zero Cents
9.	Construction of 7-inch, 4,000 PSI reinforced concrete pavement and gutter, complete in place.	SY	26,735	\$67.00	\$1,791,245.00	One Million Seven Hundred Ninety-One Thousand Two Hundred Forty-Five Dollars and Zero Cents
10.	ADA Sidewalk Ramps, complete in place.	EA	52	\$3,850.00	\$200,200.00	Two Hundred Thousand Two Hundred Dollars and Zero Cents
11.	Construction of 4-inch reinforced concrete sidewalk, complete in place.	SY	3,804	\$62.00	\$235,848.00	Two Hundred Thirty-Five Thousand Eight Hundred Forty-Eight Dollars and Zero Cents
12.	Construction of 6-inch, 3,500 PSI reinforced concrete pavement for driveway, complete in place.	SY	1,510	\$67.00	\$101,170.00	One Hundred One Thousand One Hundred Seventy Dollars and Zero Cents
13.	Construction of 6-inch concrete curb, complete in place.	LF	9,975	\$5.00	\$49,875.00	Forty-Nine Thousand Eight Hundred Seventy-Five Dollars and Zero Cents
14.	Concrete Pavement Header and Tie-in, complete in place.	EA	24	\$1,000.00	\$24,000.00	Twenty-Four Thousand Dollars and Zero Cents

Bid Sheet Must Be Initialed By Same
Person Who Signs Proposal
Initial DJ

PROPOSAL						
2024 PAVEMENT & DRAINAGE IMPROVEMENTS PROJECT -HOOD STREET			Contractor			
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
15.	8-inch lime stabilized subgrade, 6% lime, complete in place.	SY	27,907	\$5.50	\$153,488.50	One Hundred Fifty-Three Thousand Four Hundred Eighty-Eight Dollars and Fifty Cents
16.	Extra commercial lime slurry, complete in place.	TONS	559	\$390.00	\$218,010.00	Two Hundred Eighteen Thousand Ten Dollars and Zero Cents
17.	Supply and install stormwater inlet buttons per details, complete in place.	EA	51	\$55.00	\$2,805.00	Two Thousand Eight Hundred Five Dollars and Zero Cents
18.	Replace traffic loop signal located at the intersection of S Hood St and W South St, complete in place.	EA	2	\$5,550.00	\$11,100.00	Eleven Thousand One Hundred Dollars and Zero Cents
19.	Replace traffic loop signal located at the intersection of W House St and S Hood St, complete in place.	EA	2	\$6,250.00	\$12,500.00	Twelve Thousand Five Hundred Dollars and Zero Cents
20.	Install 15" HP Storm Sewer with standard bedding and backfill, complete in place.	LF	56	\$79.00	\$4,424.00	Four Thousand Four Hundred Twenty-Four Dollars and Zero Cents
21.	Install 18" HP Storm Sewer with standard bedding and backfill, complete in place.	LF	2,299	\$76.00	\$174,724.00	One Hundred Seventy-Four Thousand Seven Hundred Twenty-Four Dollars and Zero Cents
22.	Install 24" HP Storm Sewer with standard bedding and backfill, complete in place.	LF	436	\$98.00	\$42,728.00	Forty two thousand seven hundred twenty eight Dollars and Zero Cents
23.	Install 30" HP Storm Sewer with standard bedding and backfill, complete in place.	LF	2,422	\$110.00	\$266,420.00	Two Hundred Sixty-Six Thousand Four Hundred Twenty Dollars and Zero Cents
24.	Install 36" HP Storm Sewer with standard bedding and backfill, complete in place.	LF	609	\$125.00	\$76,125.00	Seventy-Six Thousand One Hundred Twenty-Five Dollars and Zero Cents
25.	Supply and install Standard Storm Sewer Manhole (0'-8"), complete in place.	EA	29	\$6,250.00	\$181,250.00	One Hundred Eighty-One Thousand Two Hundred Fifty Dollars and Zero Cents
26.	Supply and install Conflict Manhole with standard bedding and backfill, complete in place.	EA	4	\$12,500.00	\$50,000.00	Fifty Thousand Dollars and Zero Cents
27.	Supply and install Type "B-B" Inlet, complete in place.	EA	51	\$4,250.00	\$216,750.00	Two Hundred Sixteen Thousand Seven Hundred Fifty Dollars and Zero Cents
28.	OSHA Trench safety according to specifications. Includes removal.	LF	5,822	\$2.00	\$11,644.00	Eleven Thousand Six Hundred Forty-Four Dollars and Zero Cents

Bid Sheet Must Be Initialed By Same
Person Who Signs Proposal
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ADDENDUM NO.1

PROPOSAL						
2024 PAVEMENT & DRAINAGE IMPROVEMENTS PROJECT -HOOD STREET			Contractor			
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
29.	Cured In Place Piping (CIPP) of existing 6-inch (6") sanitary sewer as shown on plans and according to specifications, complete in place. Includes restoration of service laterals.	LF	878	\$196.90	\$172,878.20	One Hundred Seventy-Two Thousand Eight Hundred Seventy-Eight Dollars and Twenty Cents
30.	Cured In Place Piping (CIPP) of existing 8-inch (8") sanitary sewer as shown on plans and according to specifications, complete in place. Includes restoration of service laterals.	LF	1,697	\$190.50	\$323,278.50	Three Hundred Twenty-Three Thousand Two Hundred Seventy-Eight Dollars and Fifty Cents
31.	Cured In Place Piping (CIPP) of existing 10-inch (10") sanitary sewer as shown on plans and according to specifications, complete in place. Includes restoration of service laterals.	LF	499	\$406.40	\$202,793.60	Two Hundred Two Thousand Seven Hundred Ninety-Three Dollars and Sixty Cents
32.	Cured In Place Piping (CIPP) of existing 12-inch (12") sanitary sewer as shown on plans and according to specifications, complete in place. Includes restoration of service laterals.	LF	440	\$501.90	\$220,836.00	Two Hundred Twenty Thousand Eight Hundred Thirty-Six Dollars and Zero Cents
33.	Cured In Place Piping (CIPP) of existing 24-inch (24") sanitary sewer as shown on plans and according to specifications, complete in place. Includes restoration of service laterals.	LF	140	\$1,020.00	\$142,800.00	One Hundred Forty-Two Thousand Eight Hundred Dollars and Zero Cents
34.	Rehabilitation of interior surface of standard 4-foot diameter, concrete sanitary sewer manhole with polymer concrete, as shown on plans and according to specifications, complete in place. (0'-8')	EA	20	\$7,140.00	\$142,800.00	One Hundred Forty-Two Thousand Eight Hundred Dollars and Zero Cents
35.	Rehabilitation of interior surface of standard 4-foot diameter, concrete sanitary sewer manhole with polymer concrete, as shown on plans and according to specifications, complete in place. (Extra depth greater than 8')	VF	2	\$860.00	\$1,720.00	One Thousand Seven Hundred Twenty Dollars and Zero Cents
36.	Replace manhole lid including inflow protector for standard manhole 4-foot diameter, as shown on plans and according to specifications, complete in place. Includes removal and disposal of existing lid, reconstruction of cone and adjustment to grade as required.	EA	20	\$1,550.00	\$31,000.00	Thirty-One Thousand Dollars and Zero Cents
37.	Install 6-inch PVC Short Side Sanitary Service Connection with standard bedding and backfill, complete in place. Includes cleanouts.	EA	42	\$1,850.00	\$77,700.00	Seventy-Seven Thousand Seven Hundred Dollars and Zero Cents
38.	Install 6-inch PVC Long Side Sanitary Service Connection with standard bedding and backfill, complete in place. Includes cleanouts.	EA	21	\$2,550.00	\$53,550.00	Fifty-Three Thousand Five Hundred Fifty Dollars and Zero Cents
39.	Plug and abandon 2" waterline, complete in place.	EA	1	\$650.00	\$650.00	Six Hundred Fifty Dollars and Zero Cents
40.	Plug and abandon 6" waterline, complete in place. Includes removal of all existing fire hydrants and disposal offsite.	EA	10	\$2,450.00	\$24,500.00	Twenty-Four Thousand Five Hundred Dollars and Zero Cents
41.	Plug and abandon 8" waterline, complete in place. Includes removal of all existing fire hydrants and disposal offsite.	EA	1	\$2,650.00	\$2,650.00	Two Thousand Six Hundred Fifty Dollars and Zero Cents
42.	Install 6-inch PVC, C-900 waterline, including fittings and appurtenances, with standard bedding and backfill, complete in place.	LF	1,383	\$95.00	\$131,385.00	One Hundred Thirty-One Thousand Three Hundred Eighty-Five Dollars and Zero Cents

Bid Sheet Must Be Initialed By Same
Person Who Signs Proposal
Initial DS

PROPOSAL						
2024 PAVEMENT & DRAINAGE IMPROVEMENTS PROJECT -HOOD STREET			Contractor			
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
43.	Install 6-Inch PVC, C-900 waterline with Restrained Joints, with standard bedding and backfill including fittings and appurtenances, complete in place.	LF	39	\$125.00	\$4,875.00	Four Thousand Eight Hundred Seventy-Five Dollars and Zero Cents
44.	Bore and Install 6-Inch PVC, C-900 waterline, including fittings and appurtenances, complete in place.	LF	107	\$125.00	\$13,375.00	Thirteen Thousand Three Hundred Seventy-Five Dollars and Zero Cents
45.	Install 6-Inch PVC, C-900 waterline inside 12-inch Steel Casing with Spacers, including fittings and appurtenances, with standard bedding and backfill, complete in place.	LF	369	\$195.00	\$71,955.00	Seventy-One Thousand Nine Hundred Fifty-Five Dollars and Zero Cents
46.	Install 10-Inch PVC, C-900 waterline, including fittings and appurtenances, with standard bedding and backfill, complete in place.	LF	3,034	\$135.00	\$409,590.00	Four Hundred Nine Thousand Five Hundred Ninety Dollars and Zero Cents
47.	Bore and Install 10-Inch PVC, C-900 waterline, including fittings and appurtenances, complete in place.	LF	341	\$165.00	\$56,265.00	Fifty-Six Thousand Two Hundred Sixty-Five Dollars and Zero Cents
48.	Install 10-Inch PVC, C-900 waterline inside 18-inch Steel Casing with Spacers, including fittings and appurtenances, with standard bedding and backfill, complete in place.	LF	433	\$332.00	\$143,756.00	One Hundred Forty-Three Thousand Seven Hundred Fifty-Six Dollars and Zero Cents
49.	Install 1 1/2-Inch Short Side Water Service Connection, including fittings and appurtenances, include water meter box, complete in place.	EA	38	\$1,250.00	\$47,500.00	Forty-Seven Thousand Five Hundred Dollars and Zero Cents
50.	Install 1 1/2-Inch Long Side Water Service Connection, including fittings and appurtenances, include water meter box, and piping within the ROW, complete in place.	EA	36	\$1,550.00	\$55,800.00	Fifty-Five Thousand Eight Hundred Dollars and Zero Cents
51.	Install Fire Hydrant assembly, complete in place.	EA	9	\$9,250.00	\$83,250.00	Eighty-Three Thousand Two Hundred Fifty Dollars and Zero Cents
52.	Install 6-Inch Gate Valve and Box, complete in place.	EA	30	\$7,650.00	\$229,500.00	Two Hundred Twenty-Nine Thousand Five Hundred Dollars and Zero Cents
53.	Install 10-Inch Gate Valve and Box, complete in place.	EA	10	\$9,250.00	\$92,500.00	niney-two thousand five hundred and zero cents
54.	Install 6"x8" Tap and Sleeve and Valve connection to existing Water Line, complete in place.	EA	1	\$3,650.00	\$3,650.00	Three Thousand Six Hundred Fifty Dollars and Zero Cents
55.	OSHA Trench safety according to specifications. Includes removal.	LF	5,258	\$2.00	\$10,516.00	Ten Thousand Five Hundred Sixteen Dollars and Zero Cents
56.	Install 4" Wide Dashed White line, complete in place.	LF	8,664	\$2.50	\$21,660.00	Twenty-One Thousand Six Hundred Sixty Dollars and Zero Cents

Bid Sheet Must Be Initialed By Same
Person Who Signs Proposal
Initial PJ

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ADDENDUM NO.1

PROPOSAL						
2024 PAVEMENT & DRAINAGE IMPROVEMENTS PROJECT -HOOD STREET			Contractor			
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
57.	Install 6" Wide Double Yellow line, complete in place.	LF	4,863	\$1.20	\$5,838.00	Five Thousand Eight Hundred Thirty-Eight Dollars and Zero Cents
58.	Install 24" Wide Solid White Stripe, complete in place.	LF	1,094	\$12.50	\$13,675.00	Thirteen Thousand Six Hundred Seventy-Five Dollars and Zero Cents
59.	Install 24" Wide Solid White, Bar. complete in place.	LF	553	\$12.50	\$6,912.50	Six Thousand Nine Hundred Twelve Dollars and Fifty Cents
60.	Install Bicycle Lane Striping, complete in place.	EA	50	\$180.00	\$9,000.00	Nine Thousand Dollars and Zero Cents
61.	Install Shared Lane Striping, complete in place.	EA	6	\$240.00	\$1,440.00	One Thousand Four Hundred Forty Dollars and Zero Cents
62.	Install and maintain Stabilized Construction Entrance (to be installed prior to any construction activity and properly maintained throughout construction), complete in place. Includes removal and disposal offsite.	EA	1	\$4,250.00	\$4,250.00	Four Thousand Two Hundred Fifty Dollars and Zero Cents
63.	Install and maintain (and replace if necessary) Reinforced Filter Fabric Fence, as shown on plans and according to specifications, complete in place. Includes removal and disposal offsite.	LF	6,843	\$3.00	\$20,529.00	Twenty Thousand Five Hundred Twenty-Nine Dollars and Zero Cents
64.	Provide Concrete Truck Washout, complete in place. Includes removal and disposal offsite.	EA	1	\$1,500.00	\$1,500.00	One Thousand Five Hundred Dollars and Zero Cents
65.	Furnish and install stage I and stage II storm inlet protection barriers, includes removal and disposal, complete in place.	EA	51	\$75.00	\$3,825.00	Three Thousand Eight Hundred Twenty-Five Dollars and Zero Cents
66.	Turf Establishment by Hydromulch Seeding. Includes watering, fertilizing, mowing and maintenance, until a full stand of grass has been established and all Governing agencies have inspected and accepted (in writing) the subject Project.	AC	1	\$5,250.00	\$5,250.00	Five Thousand Two Hundred Fifty Dollars and Zero Cents
67.	Turf Establishment by Block Sodding. Includes watering, fertilizing, mowing and maintenance, until a full stand of grass adjacent to new pavement has been established and all Governing agencies have inspected and accepted (in writing) the subject Project.	SY	8,692	\$9.00	\$78,228.00	Seventy-Eight Thousand Two Hundred Twenty-Eight Dollars and Zero Cents
68.	Traffic Control, complete in place. Includes removal.	MO	18	\$3,000	\$54,000.00	Fifty-Four Thousand Dollars and Zero Cents
69.	Construction Staking, complete in place.	LS	1	\$16,500.00	\$16,500.00	Sixteen Thousand Five Hundred Dollars and Zero Cents
70.	Remove and replace fence and/or gates, complete in place.	LF	864	\$36.00	\$31,104.00	Thirty-One Thousand One Hundred Four Dollars and Zero Cents

Bid Sheet Must Be Initialed By Same
Person Who Signs Proposal
Initial JS

PROPOSAL						
2024 PAVEMENT & DRAINAGE IMPROVEMENTS PROJECT -HOOD STREET			Contractor			
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
71.	Provide bypass pumping, complete in place.	MO	6	\$16,500	\$99,000.00	Ninety-Nine Thousand Dollars and Zero Cents
72.	Construction Allowance (Authorized only by Engineer)	LS	1	\$ 346,857.91	\$ 346,857.91	Three Hundred Forty-Six Thousand, Eight Hundred Fifty Seven Dollars and Ninety-One Cents.
TOTAL BASE BID					\$7,700,181.81	Seven Million Seven Hundred Thousand One Hundred Eighty-One Dollars and Eighty-One Cents
ALTERNATE 1 BID ITEMS						
A1.	Install 15" RCP Storm Sewer with standard bedding and backfill, all depths, complete in place. (In lieu of Item Number 20 from Base Bid).	LF	56	\$145.00	\$8,120.00	Eight Thousand One Hundred Twenty Dollars and Zero Cents
A2.	Install 18" RCP Storm Sewer with standard bedding and backfill, all depths, complete in place. (In lieu of Item Number 21 from Base Bid).	LF	2,299	\$160.00	\$367,840.00	Three Hundred Sixty-Seven Thousand Eight Hundred Forty Dollars and Zero Cents
A3.	Install 24" RCP Storm Sewer with standard bedding and backfill, all depths, complete in place. (In lieu of Item Number 22 from Base Bid).	LF	436	\$175.00	\$76,300.00	Seventy-Six Thousand Three Hundred Dollars and Zero Cents
A4.	Install 30" RCP Storm Sewer with standard bedding and backfill, all depths, complete in place. (In lieu of Item Number 23 from Base Bid).	LF	2,422	\$205.00	\$496,510.00	Four Hundred Ninety-Six Thousand Five Hundred Ten Dollars and Zero Cents
A5.	Install 36" RCP Storm Sewer with standard bedding and backfill, all depths, complete in place. (In lieu of Item Number 24 from Base Bid).	LF	609	\$220.00	\$133,980.00	One Hundred Thirty-Three Thousand Nine Hundred Eighty Dollars and Zero Cents
TOTAL ALTERNATE 1 ITEMS					\$1,082,750.00	One Million Eighty-Two Thousand Seven Hundred Fifty Dollars and Zero Cents
ALTERNATE 2 BID ITEMS						
A6.	Supply and install 36-inch Nyloplast Drain Basin with Solid Cover, complete in place. Concrete manholes to be used for larger piping. (In lieu of Item Number 25 from Base Bid).	EA	16	\$8,650.00	\$138,400.00	One Hundred Thirty-Eight Thousand Four Hundred Dollars and Zero Cents
A7.	Supply and install 18-inch Nyloplast Drain Basin with 2'x3' curb inlet structure, complete in place. (In lieu of Item Number 27 from Base Bid).	EA	38	\$3,450.00	\$131,100.00	One Hundred Thirty-One Thousand One Hundred Dollars and Zero Cents
A8.	Supply and install 24-inch Nyloplast Drain Basin with 2'x3' curb inlet structure, complete in place. (In lieu of Item Number 27 from Base Bid).	EA	8	\$4,250.00	\$34,000.00	Thirty-Four Thousand Dollars and Zero Cents

Bid Sheet Must Be Initialed By Same
Person Who Signs Proposal
Initial DS

PROPOSAL						
2024 PAVEMENT & DRAINAGE IMPROVEMENTS PROJECT -HOOD STREET		Contractor				
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
A9.	Supply and install 30-inch Nyloplast Drain Basin with 2'x3' curb inlet structure, complete in place. (In lieu of Item Number 27 from Base Bid).	EA	1	\$4,850.00	4,850.00	Four Thousand Eight Hundred Fifty Dollars and Zero Cents
A10.	Supply and install 36-inch Nyloplast Drain Basin with 2'x3' curb inlet structure, complete in place. (In lieu of Item Number 27 from Base Bid).	EA	4	\$8,250.00	\$33,000.00	Thirty-Three Thousand Dollars and Zero Cents
TOTAL ALTERNATE 2 ITEMS					\$341,350.00	Three Hundred Forty-One Thousand Three Hundred Fifty Dollars and Zero Cents

BID BOND

STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BRAZORIA §

That we, the undersigned, Tandem Services, LLC., as Principal,
and Great Midwest Insurance Company, as Surety, are
hereby held and firmly bound unto The City of Alvin, Texas, as Owner in the penal sum of
Five Percent of the Greatest Amount Bid Dollars (\$ 5% of G.A.B.) for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

EXECUTED this 2nd day of September, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to
The City of Alvin, Texas a certain BID, attached hereto and hereby made a part hereof to
enter into a contract in writing for the following:

Project: **2024 PAVEMENT & DRAINAGE IMPROVEMENTS PROJECT –
HOOD STREET**
Bid Number: **B-25-10**

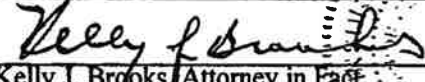
NOW, THEREFORE:

(A) If said BID shall be rejected, or

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
Form of contract attached hereto (property completed in accordance with said BID) and shall
furnish a BOND for his faithful performance of said contract, and for the payment of all
performance of said contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said BID, then this obligation shall be void,
otherwise the same shall remain in force and effect; it being expressly understood and agreed
that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the
penal amount of this obligation herein stated. The Surety, for value received, hereby
stipulates and agrees that the obligations of said Surety and its BOND shall be in no way
impaired or affected by any extension of the time within which the OWNER may accept such
BID, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: Tandem Services, LLC. Surety: Great Midwest Insurance Company

By:  By: 
Kelly J. Brooks, Attorney in Fact

IMPORTANT: Surety companies executing BONDS must appear on The Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Kenneth L. Meyer, Charles A. McClure, Kelly J. Brooks

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



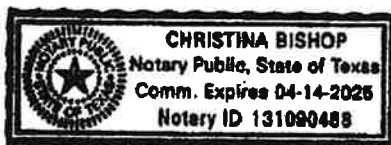
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 2nd Day of September, 2025



BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Tandem Services, LLC.** as Principal, hereinafter called the Principal, and **Great Midwest Insurance Company**, a corporation duly organized under the laws of the State of **Texas** as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Alvin

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars(\$5% of **G.A.B.**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2024 PAVEMENT & DRAINAGE IMPROVEMENTS PROJECT – HOOD STREET Bid No. B-25-10

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of **September, 2025**.

Witness

Derick Harrison, Account Manager (Witness)

Tandem Services, LLC (Principal) (Seal)

Authorized Agent

Great Midwest Insurance Company (Surety) (Seal)

Kelly J. Brooks, Attorney-In-Fact

POWER OF ATTORNEY
Great Midwest Insurance Company

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Kenneth L. Meyer, Charles A. McClure, Kelly J. Brooks

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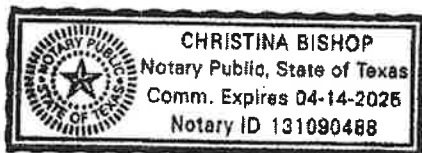
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

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BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 2nd Day of September, 2025.



BY

Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



AGENDA COMMENTARY

Meeting Date: 9/18/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an agreement from PACS Construction Laboratories and Testing Services, LLC. in an amount not to exceed \$102,775 for materials testing services for the 2024 Concrete Pavement and Drainage Project – Hood Street; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The Agreement being considered will provide construction materials testing services for the 2024 Concrete Pavement and Drainage Project – Hood Street.

Funding will come from the Sales Tax Fund.

Staff recommends approval of this Agreement.

Funding Expected: Revenue _ Expenditure X N/A _

Budgeted Item: Yes X No _ N/A _

Funding Account: 312-5501-00-9031 **Amount:** \$102,775

1295 Form Required? Yes _ No X

Legal Review Required: N/A _ Required X

Date Completed: 9/15/2025 SLH

Finance Review Required: N/A _ Required X

Date Completed: CT 9/15/25

Supporting documents attached:

1. PACS- Proposal for Materials Testing Hood St.
-

Recommendation: Move to approve an agreement with PACS Construction Laboratories and Testing Services, LLC. in an amount not to exceed \$102,775 for materials testing services for the 2024 Concrete Pavement and Drainage Project – Hood Street; and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

PACS Construction Laboratories and Testing Services, Inc.

8464 N Sam Houston Pkwy W, Houston Texas 77064 Telephone: (713) 681-6606, Fax: (713) 681-6608
Texas Registered Engineering Firm F-21134

August 28, 2025

City of Alvin – Engineering
1100 West Highway 6
Alvin, Texas 77511

Attn: Mr. Brett Cole
CIP Project Manager

Re: Proposal for Construction Materials Testing Services
2024 Concrete Pavement and Drainage Project
Hood Street from W. South Street to W. Sealy Street
To Serve City of Alvin – Alvin, Texas
(Adico Project No. 23026-01)
PACS Proposal No.: P0045M25

Dear Mr. Cole:

PACS Construction Laboratories, Inc. (PACS) appreciates the opportunity to submit this proposal to provide construction materials testing services for the above referenced project. This proposal has been prepared based on project information recently provided to us by Adico Consulting Engineers.

PROJECT INFORMATION

We understand the project is planned to consist of the reconstruction of Hood Street from W. South Street to W. Sealy Street in Alvin, Texas. Based on information provided, we understand the project has a contract duration of approximately 1½ years and will consist of the following:

- Installing 10-inch water line along the west side of Hood Street. *[No testing or very limited testing is anticipated for this portion of the work.]*
- Installing 30-inch storm sewer line along the east side of Hood Street. The storm sewer line is anticipated to be installed to a maximum depth of 8 feet below final grade using open-cut construction methods.
- CIPP lining of the existing sanitary sewer line. *[No testing is anticipated for this portion of the work.]*
- Stabilize the paving subgrade along Hood Street with 6% lime to a depth of 8 inches.
- Construct 7-inch thick reinforced concrete pavement for Hood Street, including curb and gutter. Approximately 5,200 cubic yards of concrete is anticipated. *[No testing of CURB or GUTTER is anticipated for this portion of the work.]*
- Construct 6-inch thick reinforced concrete pavement for various driveways. Approximately 270 cubic yards of concrete is anticipated.
- Construct 4-inch thick concrete sidewalks and various ADA ramps. *[No testing of SIDEWALKS is anticipated for this portion of the work.]*

SCOPE OF WORK

We understand the scope of work for this project will be as follows:

- Obtain samples of storm sewer bedding and backfill materials and native and stabilized subgrade materials for Moisture/Density Relationship Determination and Classification. Cement Stabilized sands utilized for stabilized backfill will also be for sampled for strength determination.
- Perform proofroll inspections on the pavement subgrade areas to detect areas of poor support.
- Observe lime placement and perform gradations and depth checks on lime stabilized subgrades to determine proper stabilization.
- Perform In-place density tests on storm sewer bedding/backfill materials and all stabilized subgrades to determine compliance with project specifications for compaction and moisture content. The scope of services outlined in this proposal does not include separate trips to perform in-place density tests on bedding/backfill for water lines or sanitary sewer lines. If these services are required, please let us know so that we can revise or scope of services accordingly.
- Sample and test concrete for paving for slump, air content, temperature, and compressive strength. The scope of services outlined in this proposal does not include separate trips to perform concrete testing services for inlets, curbs, or sidewalks. Additionally, our scope does not include obtaining cores of the new pavement for thickness and strength determination. If these services are required, please let us know so that we can revise or scope of services accordingly.
- Submit reports that present the results of our inspections/tests.

COMPENSATION

PACS proposed estimated total cost is based on our understanding of the scope of work and our experience with similar projects.

Service Description	Unit Cost	No. of Units	Subtotal
<u>Bedding/Backfill Testing of Storm Sewer Lines (Estimated 55 trips total @ 6 hours/trip)</u>			
Soils - Engineering Technician, RT (includes sample pickups)	\$60/Hour	330	\$19,800
Vehicle Charge (includes mileage)	\$110/Trip	55	\$6,050
Density Gauge	\$60/Trip	55	\$3,300
Proctor Test (per ASTM D 558 and/or 698)	\$275/Each	5	\$1,375
Atterberg Limit Test (per ASTM D 4318)	\$150/Each	5	\$750
Compressive Strength of CSS Material (ASTM D 1632)	\$250/Each	4	\$1,000
	Subtotal:		\$32,275

Continued on Page 3

Proposal for Construction Materials Testing Services
 2024 Concrete Pavement and Drainage Project
 Hood Street from W. South Street to W. Sealy Street
 To Serve City of Alvin – Alvin, Texas
 (Adico Project No. 23026-01)
 PACS Proposal No.: P0045M25

Service Description	Unit Cost	No. of Units	Subtotal
<u>Paving Subgrade Stabilization Inspection/Testing (Estimated 60 trips total @ 6 hours/trip)</u>			
Soils - Engineering Technician, RT (includes sample pickups)	\$60/Hour	360	\$21,600
Vehicle Charge (includes mileage)	\$110/Trip	60	\$6,600
Density Gauge	\$60/Trip	35	\$2,100
Proctor Test (per ASTM D 698)	\$275/Each	2	\$550
Atterberg Limit Test (per ASTM D 4318)	\$150/Each	2	\$300
	Subtotal:		\$31,150
<u>Paving Concrete Inspection/Testing (Estimated 70 trips total @ 6 hours/trip)</u>			
Concrete - Engineering Technician, RT (includes sample pickups)	\$60/Hour	420	\$25,200
Vehicle Charge (includes mileage)	\$110/Trip	70	\$7,700
Concrete Cylinders	\$15/Each	220	\$3,300
	Subtotal:		\$36,200
Project Manager (1 hour charged per 30 hours of technician time)	\$90/Hour	35	\$3,150
	Subtotal:		\$3,150
ESTIMATED TOTAL:			\$102,775

TERMS AND CONDITIONS

PACS will invoice the work on a unit price basis for the actual time and tests which are conducted. All trips to the jobsite will include a four (4) hour minimum charge.

Overtime (OT) is charged at a rate of 1.25 times the regular time (RT) rate for all hours worked in excess of 10 hours per day and for all time on Saturday and Sunday.

PACS shall have no authority or responsibility to supervise, manage, control, administer or direct any contractor, subcontractor, material supplier, CLIENT representative or anyone that is not directly employed by PACS. This provision applies to all matters relating to design, construction, and safety issues. CLIENT agrees that PACS or their representatives are not responsible for accepting or rejecting any aspect of the project construction, such as concrete, and the SERVICES and test results are for use by the CLIENT in making decisions relating to acceptance.

CLIENT shall pay compensation for the SERVICES performed at the fees stated in the **COMPENSATION** section of the proposal unless fees are otherwise stated in a separate exhibit. If not stated in either, fees will be according to PACS current fee schedule. Fee schedules are valid for the calendar year in which they are

Proposal for Construction Materials Testing Services
2024 Concrete Pavement and Drainage Project
Hood Street from W. South Street to W. Sealy Street
To Serve City of Alvin – Alvin, Texas
(Adico Project No. 23026-01)
PACS Proposal No.: P0045M25

issued. PACS may invoice CLIENT at least monthly, and payment is due upon receipt of invoice. PACS may suspend SERVICES for lack of timely payment.

This document, exhibit, and any attachments hereto constitute the entire agreement between the parties. This Agreement and any attachments or exhibit hereto shall be binding upon the parties, their successors, heirs, and assigns and shall be enforced under the laws of the State of Texas.

PROPOSAL ACCEPTANCE

We appreciate the opportunity to present this proposal and would be pleased to discuss the contents of this proposal with you at your convenience.

To authorize PACS to perform the scope of services described herein, please sign and return this proposal to our attention.

PACS Construction Laboratories, Inc.
(Texas Registered Engineering Firm F-21134)

Signature: 
Name: John D. Guida, P.E.
Title: Director of Engineering
Date: 08/28/2025

CLIENT: _____
Signature: _____
Name: _____
Title: _____
Date: _____

QUALITY STANDARDS

PACS is operated in accordance with ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection, ASTM D3740 (Soil), ASTM D3666 (Aggregate and Asphalt Mixtures), and ASTM C1077 (Concrete and Concrete Aggregates). PACS is accredited by AASHTO (American Association of State Highway and Transportation) which includes a review of the laboratory's quality system for compliance with AASHTO Standard Practice R18, "Standard Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories". This program recognizes the competency of a testing laboratory in construction materials testing.



AGENDA COMMENTARY

Meeting Date: 9/18/2025

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider the proposed Collective Bargaining Labor Agreement between the City of Alvin, Texas, and the Alvin Police Officer's Association (APOA).

Type of Item: Contract/Agreement

Summary: The current Contract was approved by City Council on August 4, 2022, and expires September 30, 2025. In February 2025, the City and the Association began negotiations for the new contract terms. The parties were able to reach a ONE-YEAR agreement. The highlights of the negotiation terms include, but are not limited to, the following:

- 1 Year contract term. The new contract will be effective 10/1/2025 through 9/30/2026, with two (2) years of "evergreen," with final termination 9/30/2028.
- Changes to the Base Pay Matrix (attached to the Agreement as Exhibit A), to include the following increases:
 - a \$4.00 per hour increase in base wages to the Police Officer paygrade.
 - a \$4.00 per hour increase in base wages to the Corporal/Detective/Specialist paygrade
 - a \$4.00 per hour increase in base wages to the Sergeant paygrade
 - a \$4.00 per hour increase in base wages to the Lieutenant paygrade
 - a \$4.00 per hour increase in base wages to the Captain paygrade

The APOA approved the proposed terms for the Collective Bargaining Agreement at their last meeting.

Staff recommends approval of the Collective Bargaining Agreement.

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: 9/15/2025 SLH
	Date Completed: _____

Supporting documents attached:

1. 2025 Agreement - redlined
2. 2025 Agreement - Clean Copy

Recommendation: Move to approve the Collective Bargaining Labor Agreement between the City of Alvin, Texas, and the Alvin Police Officer's Association (APOA).

Reviewed by Department Head, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X



COLLECTIVE BARGAINING LABOR AGREEMENT

Between the

CITY OF ALVIN, TEXAS

And the

ALVIN POLICE OFFICERS' ASSOCIATION
("APOA")

Fiscal Year 2025-2026 ~~through Fiscal Year 2027-2028~~



City Hall • 216 West Sealy • Alvin, Texas 77511

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SIGNATURE & EXECUTION PAGE

**THE FOLLOWING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED,
AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:**

THE CITY OF ALVIN, TEXAS

(Approved by City Council action taken on _____, ~~2022~~2025).

By: _____
~~Paul Horn~~Gabe Adame
Mayor

By: _____ Dated: _____
Dixie Roberts
City Secretary

THE ALVIN POLICE OFFICERS' ASSOCIATION ("APOA")

(Approved by APOA Membership as per Email Communication dated _____,
~~2022~~2025).

By: _____
Steven Kelly
President, APOA

_____ Dated: _____
~~Alexa Gonzales~~Jay Jackson
Secretary, APOA

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ARTICLE 1. PARTIES TO THE AGREEMENT

A. The following Agreement (“Agreement”) by and between the CITY OF ALVIN, TEXAS (“the City”), and the Alvin Police Officers’ Association (“the ASSOCIATION” or “the APOA”), is hereby recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas, Chapter 174 of the Texas Local Government Code.

B. The CITY OF ALVIN, TEXAS, hereafter referred to as the “the CITY OF ALVIN,” the “CITY,” or the “EMPLOYER,” is a home rule municipality organized under the law of the State of Texas.

C. The ALVIN POLICE OFFICERS’ ASSOCIATION, hereafter referred to as “the ASSOCIATION,” or “APOA,” is an association, as such is the duly recognized bargaining agent as per Chapter 174 of the Texas Local Government Code (“Chapter 174”) for the purpose of representing qualifying members of the police bargaining unit covered under Chapter 174.

D. References to the CITY and the ASSOCIATION jointly shall be to the “PARTIES.”

ARTICLE 2. PURPOSE OF THIS AGREEMENT

A. The CITY and the ASSOCIATION agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City.

B. The Agreement has been reached through the process of collective bargaining with the City and the APOA. This Agreement, therefore, is intended to be, in all respects, in the public interest and to be in compliance with the requirements of Chapter 174.

ARTICLE 3. RECOGNITION CLAUSE

A. The CITY OF ALVIN hereby recognizes the ALVIN POLICE OFFICERS’ ASSOCIATION as the sole and exclusive bargaining agent for all police officers, in accordance with Chapter 174, as well as the applicable provisions of Chapter 143 of the Texas Local Government Code (“Chapter 143”).

B. It is also the intention of the PARTIES that the terms of this Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the active term of this Agreement.

ARTICLE 4. AUTHORITY AND TERM

A. **Term of the Agreement.** Except as otherwise provided for within, this Agreement shall cover a period of ~~three-one~~ (31) years starting on October 1, ~~2022-2025~~ (FY ~~2022-23~~~~2025-26~~) through September 30, ~~2025~~~~2026~~.

B. **Automatic Renewal Provisions.** The following automatic renewal provisions shall also apply:

1. If during the ~~third-first~~ year of this Agreement, the PARTIES do not reach a new fully executed and approved agreement prior to midnight, September 30, ~~2025-2026~~ (the end of this current Agreement), then the parties agree that the terms of this Agreement shall continue for the subsequent fiscal year in question, that is, FY ~~2025-26~~2026-27 (the first holdover year).
2. Further, if in the first holdover year, the APOA tenders a further notice of intent to bargain, and the PARTIES do not reach a new agreement prior to midnight, September 30, ~~2026~~2027, then all terms of this current Agreement shall continue to remain in full force and effect for another fiscal year, that is, FY ~~2026-27~~2027-28 (the second holdover year).

C. **Final Termination of Contract.** The PARTIES further agree that this Agreement shall automatically terminate upon the earlier of one of the following conditions:

1. That a newly negotiated Agreement is approved and effectuated by and between the PARTIES at any time after January 1, ~~2025-2026~~, but before September 30, ~~2025-2026~~ (the end of FY ~~2025~~2026); or
2. As of midnight, on September 30, ~~2027~~2028.

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

A. **Individual Civil Rights Not Affected.** Nothing in this Agreement is intended to detract from or otherwise affect any civil rights that an individual police officer, as an employee of the City, would otherwise have under state or federal law.

B. **The Local Civil Service Rules for the Police Officers' Civil Service Commission of the City of Alvin, Texas,** shall apply to all Officers.

C. **Personnel Policy Manual.** The provisions of the City's Personnel Policy Manual, as amended from time to time by the City Council, shall apply to all Officers, except as otherwise specifically provided for in this Agreement.

D. **Departmental Policies and Procedures.** The provisions of the Police Department Policies and Procedures, as amended, shall continue to apply to all Officers, except as otherwise specifically provided for in this Agreement.

E. **Other Rules and Regulations.** The provisions of any other statutory or administrative rule, regulation, or policy pertaining to law enforcement operations and personnel management, as amended, shall continue to apply to all Officers, except as otherwise specifically provided for in this Agreement.

ARTICLE 6. MANAGEMENT RIGHTS

The PARTIES understand and agree that the CITY OF ALVIN, TEXAS, as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than what is legally required under Chapter 174 and related caselaw interpretations of the statute.

ARTICLE 7. NO STRIKE-NO LOCK OUT

A. The ASSOCIATION agrees that, during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs, picketing, or any other form of work stoppage or interference with the business of the City, and will cooperate with the City in preventing and/or halting any such action. The City agrees that it will not authorize, ratify, encourage, or otherwise support any lockout during the term of this Agreement.

B. The PARTIES understand and agree that the City may discipline and/or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by this Article. The City may also invoke any remedies authorized by Section 174.205 of the Texas Local Government Code, in the event of any strike, work stoppage, or slow-down.

ARTICLE 8. AUTHORIZED ASSOCIATION ACTIVITY

A. **Association President.** The President of the Association shall have the right to visit the premises of the Police Department on reasonable notice to the Chief for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

B. **Association Leave Pool.** On each January 1, the City will deduct four (4) hours of sick leave from each member of the Association to be contributed to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association officials or representatives; and other Association-related activities.

C. **Member Right of Withdrawal.** During the December preceding the January deduction, any member desiring not to contribute to the Association Leave Pool must make a written, no-deduction request to the City accounting office. The Officer must hand deliver such request to the City finance department.

D. **Utilization of Leave Pool.** The Association President shall notify the Chief in writing at least five (5) working days in advance of any requested use of the Association Leave Pool. Such requests by the Association shall not be unreasonably refused. The Chief may order any Association members using the leave pool to report for duty as assigned by the Chief during

an emergency situation.

E. **Bulletin Boards.** The Association shall be permitted the exclusive right to an Association bulletin board at the Police Department in an area visible to members of the Association.

F. **Dues Deductions.** The City shall grant a payroll deduction of Association dues, fees, or assessments for APOA and/or CLEAT only on a form attached as an exhibit to this Agreement. *See Exhibit B.*

G. The City shall notify the Association of any member who revokes his or her membership within seven (7) working days of the date of revocation.

ARTICLE 9. WAGES, SALARIES, & COMPENSATION (Exhibit A)

A. **Base and Step Pay Matrix.** Pay will be determined by the Base Pay Matrix, attached as Exhibit A. Effective the first full pay period after September 30, ~~2022~~2025, all Officers governed by the APOA shall be categorized in the FY ~~2022-23~~2025-26 Base Pay Matrix according to their tenure in rank. For the remaining period covered by this Agreement, all step-based increases from the Base Pay Matrix shall occur on the anniversary date of the individual officer's hire date or date of promotion, if applicable.

B. Effective the first full pay period after September 30, ~~2022-2025~~ (the first year), the Matrix reflects a \$~~54~~.00 per hour increase in base wages to the Police Officer paygrade, a \$~~54~~.00 per hour increase in base wages to the Corporal/Detective/Specialist paygrade, a \$~~64~~.00 per hour increase in base wages to the Sergeant paygrade, \$~~54~~.00 per hour increase in base wages to the Lieutenant paygrade, and a \$~~54~~.00 per hour increase in base wages to the Captain paygrade.

~~1. Effective the first full pay period after September 30, 2023 (the second year), the Matrix reflects a two percent (2%) increase in base wages to the Police Officer paygrade, a two percent (2%) increase in base wages to the Corporal/ Detective/ Specialist paygrade, a two percent (2%) increase in base wages to the Sergeant paygrade, a two percent (2%) increase in base wages to the Lieutenant paygrade, and a two percent (2%) increase in base wages to the Captain paygrade.~~

~~2.1. Effective the first full pay period after September 30, 2024 (the third year), the Matrix reflects a two percent (2%) increase in base wages to the Police Officer paygrade, a two percent (2%) increase in base wages to the Corporal/ Detective/ Specialist paygrade, a two percent (2%) increase in base wages to the Sergeant paygrade, a two percent (2%) increase in base wages to the Lieutenant paygrade, and a two percent (2%) increase in base wages to the Captain paygrade.~~

~~C.~~ Promotional Pay.

~~D.~~ —

Upon promotion to a higher classification, an officer in the highest pay scale shall be moved to the pay step that is closest to his/her current pay, but not less than current pay. From this

new step, the Officer will receive a one-step promotional bonus. The Officer will remain at this step until the anniversary of their promotion date.

D. **Longevity Pay.** Longevity pay for Officers shall be paid in accordance with existing City policy for civilian personnel. Either party may reopen discussion on longevity pay if the City modifies its longevity pay policy.

E. The PARTIES acknowledge that the City's projected annual revenues may fluctuate substantially during any fiscal year. The Parties agree to initiate negotiations as to the wage and salary and certificate pay provisions in this Agreement if the City gives notice under this provision of the occurrence of either of the following two conditions:

1. Where the electorate of the City subjects the City to a rollback tax election which results in a reduction in revenue due to a reduction in the City's tax rate; or
2. Where the City Council makes a good faith determination that because of an act of God or that the projected revenue to the City for a fiscal year would be unable to support the implementation of the wage rate agreed upon.

ARTICLE 10. CERTIFICATION AND EDUCATION PAY

A. The City shall compensate Officers possessing a TCOLE certificate in the amounts specified in the tables below as follows:

TCOLE Certificate	Monthly Stipend
Intermediate Certificate	\$50.00 per month
Advanced Certificate	\$100 275.00 per month
Master Peace Officer Certificate	\$150 350.00 per month

B. The City shall also compensate Officers possessing a Degree from a U.S. based accredited institution of higher learning in the amounts specified in the tables below as follows:

College Degree	Monthly Stipend
Associate Degree	\$30.00 per month
Bachelor's Degree	\$60.00 per month
Master's Degree	\$120.00 per month

ARTICLE 11. SUPPLEMENTAL PAYS

A. **Night Shift Differential.** Patrol officers assigned to work a night shift shall receive an additional one dollar (\$1.00) per hour to their regular hourly rate of pay.

1. A night shift for purposes of this provision shall begin at 6:00 p.m. and end at 6:00 a.m.
2. This night shift differential does not apply to any duty hours that an Officer may work outside of the night shift period specified above.
3. Similarly, this night shift differential does not apply to any Officer who is not assigned to night shift, but who may work duty hours during a night shift at any given time.

B. **Step-Up Pay.** Any ~~Officer-Corporal/Specialist~~ performing duties above their normal pay grade (i.e., “step-up”) for ~~a full shift shall~~ two (2) consecutive shifts shall receive a rate increase of one dollar (\$1.00) per hour during the temporary assignment. ~~The Police Chief retains the discretion to determine whether and when a step-up pay assignment under this provision shall be implemented~~ The chain of command, including the Police Chief, must be notified before step-up assignments are given and concluded.

C. **Bilingual Stipend.** An Officer, upon being certified by the department as “bilingual,” shall receive a stipend of fifty dollars (\$50.00) per month beginning with the first pay period after certification. Certification standards will be maintained by the department and shall include a fluency/proficiency test.

D. **Training Officer Pay.** An Officer who is assigned by the Chief and who performs the specific duty of training and evaluating officers shall receive an additional \$5.00 per hour for those hours worked as a Training Officer.

E. **Call Out Pay.** Officers who are called to work outside their regular schedule, including attendance at court, shall be paid at least two (2) hours minimum. The City may assign tasks to those Officers during that period of time.

F. **Physical Fitness Compensation.** In January of every year, officers must complete the physical test of a 2,000-meter row on the Concept 2 rower. The physical test shall be administered by a certified tester, in accordance with the standards set by the Texas Department of Public Safety.

1. After one (1) attempt, Officers will receive compensatory time for their scores as follows:
 - a. An accrual of 24 hours of compensatory time for a score between 70 to 89%; or
 - b. An accrual of 40 hours compensatory time for a score of 90% or above.
2. This accrual of compensatory time shall have no cash value and must be used by December 31st or the time will be forfeited.

3. This accrual of compensatory time shall not be considered as “hours actually worked” for the purposes of qualifying for overtime pursuant to the FLSA.
- 3.4. Neither the forfeiture of accrued compensatory time under this provision, nor any denial of the specific use of this compensatory time, shall be appealable or grievable.

G. **City-Sponsored Events/Parades.** Officers who voluntarily sign up to work at City-sponsored events or parades shall be paid their overtime rate (for hours actually worked during the City-sponsored event/parade), regardless of physical hours worked during that pay period, so long as the City-sponsored event/parade falls within a pay period that also includes a recognized City holiday. If insufficient personnel sign up for these events, other personnel may have their schedules altered. These altered schedules will be paid at the personnel’s normal rate of pay (overtime calculated as normal).

ARTICLE 12. FRINGE BENEFITS

A. **Target Ammunition for Practice.** The City shall provide each Officer with a minimum of two hundred and fifty (250) rounds of practice ammunition annually. Such ammunition shall be controlled and distributed by the Department’s Firearm Proficiency Control Officer.

B. **Clothing and Equipment Allowance.**

1. The City shall furnish all uniforms, protective vests, hats, jackets, and raincoats without cost to the Officers. Protective vests shall be replaced every five (5) years.
2. The City shall repair or replace all uniforms and reasonable personal equipment lost or damaged in the line of duty of officers.
3. In addition, each Officer, including both uniformed and plainclothes, shall receive an allowance of \$155.00 per month, from the date of employment, for the purpose of:
 - a. cleaning, maintaining, and repairing equipment assigned to or required of the officer; and
 - b. acquiring equipment required by the department related to performance of duties.
4. Each plainclothes Officer shall receive a clothing allowance of \$600.00 per fiscal year during the first pay period of each fiscal year.

C. **Continuous Duty Meal Break.** An Officer who is assigned to continuous duty for a period of twelve (12) hours or more, shall be permitted to suspend patrol or other assigned duties, subject to immediate recall at all times, for forty-five (45) minutes for the purpose of

having one meal during the tour of duty.

ARTICLE 13. FLSA OVERTIME PAY AND COMPENSATORY TIME

A. In accordance with the Fair Labor Standards Act provisions for Police Officers, there is hereby established a two-week pay period for determination of overtime pay. Work performed by an Officer in excess of eighty-two (82) hours in any given two-week pay period shall be compensated on the basis of 1.5 times the Officer's regular rate of pay in salary or compensatory time.

B. For purposes of this FLSA overtime provision, ~~hours actually worked, and with the exception of any compensatory time earned pursuant to Article 11(F) herein, compensatory time, and vacation leave~~ shall be considered as time hours actually worked for the purposes of qualifying for overtime.

C. The hourly overtime rate of pay shall be calculated in compliance with the FLSA requirements for such pay.

D. Accumulation of compensatory time shall be capped at sixty (60) hours.

E. The City reserves the authority to adjust both department-wide and individual officer work schedules in a manner calculated to avoid generating an overtime obligation for the City.

F. The City further reserves the authority to manage accrued overtime pay obligations and compensatory time accounts and to determine whether any such accrued obligations should be paid out or otherwise taken as leave time. Provided that:

1. The department will provide a minimum of 24-hours' notice to an Officer before requiring the Officer to take compensatory (contractual or FLSA) time off.
2. An Officer's written request to take up to forty (40) hours compensatory time, when submitted with thirty (30) days' notice to the department, and approved in writing by the Chief, shall not be rescinded because of minimum staffing. Approved requests shall be charged against the contractual compensation time account first, if any, and then against the FLSA compensatory time account.

G. The provisions contained herein override any civil service statutory provisions inconsistent with this Article as per the authority of Section 174.006 of the Texas Local Government Code.

ARTICLE 14. CONTRACTUAL COMPENSATORY TIME FOR ON-CALL PAY

A. The Parties hereby agree to create a separate category of deferred compensation that is not otherwise mandated by FLSA law and identified herein as contractual compensatory time.

B. Contractual compensatory time shall apply to on-call pay as well as any other pays provided for in this Agreement that do not trigger a FLSA compensatory time calculation.

C. Contractual compensatory time shall be separately accounted for and reflected on individual payroll checks.

D. City Management reserves the right to determine whether and when to assign an Officer to a type of duty that would invoke the accrual of contractual compensatory time.

E. Officers who are required to be on-call and are released from restriction shall be compensated with four (4) hours of contractual compensatory time for each one-week period they are ordered to be under on-call restrictions.

F. Officers who are required to be on-call and cannot be released from on-call restrictions shall be compensated with 1.14 hours of contractual compensatory time for each twenty-four (24) hour period they are under the on-call restrictions.

G. The contractual compensatory time accounts existing at the conclusion of each fiscal year shall be paid out no later than the second full pay period after the end of the fiscal year on September 30th.

ARTICLE 15. PAID TIME OFF: HOLIDAYS, HOLIDAY BENEFIT, AND PREMIUM PAY FOR HOLIDAY HOURS WORKED

A. **Recognized Holidays.** The following holidays shall be treated as official holidays for Officers for purposes of this Agreement:

1. New Year's Day (January 1st);
2. Martin Luther King, Jr. Day;
3. President's Day;
4. Good Friday;
5. Memorial Day;
- ~~5-6.~~ Juneteenth;
- ~~6-7.~~ Independence Day (July 4th);
- ~~8.~~ Labor Day;
- ~~7-9.~~ Veterans Day;
- ~~8-10.~~ Thanksgiving Day;
- ~~9-11.~~ Thanksgiving Friday;
- ~~10-12.~~ Christmas Eve (December 24th);
- ~~11-13.~~ Christmas Day (December 25th);
- ~~12-14.~~ New Year's Eve (December 31st); and
- ~~13-15.~~ One (1) Floating Holiday.

B. **Holiday Benefit.** Officers shall receive ten (10) hours at their regular rate of pay for

each holiday specified above.

C. Premium Pay for Hours Worked on Holiday. Officers who work on a specified holiday period, other than the Floating Holiday, shall earn a premium 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 premium rate of pay will be in addition to the holiday benefit specified above.

1. For purposes of calculating Premium Pay under this Article, a specified holiday begins at 12:01 a.m. and ends at 12:00 midnight on the calendar date of the holidays specified above.
2. Officers who are scheduled to work, but who do not in fact work productive hours for whatever reason (such as shift exchange, vacation, sick leave, unpaid leave, etc.) shall not receive Premium Pay under this Article but may, if applicable, apply comp time, sick leave, or vacation leave at the regular rate of pay for time missed from duty.
3. Overtime pay for FLSA purposes shall not be paid on top of or in addition to any Premium Pay under this Article.
4. In order to use the Floating Holiday, the Officer 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.
5. The date of the Floating Holiday is at the Officer's discretion with Department Director approval.
6. Payment of holiday benefit, as well as Premium Pay for holiday hours worked, shall be paid in the pay period following the specified holiday.

ARTICLE 16. PAID TIME OFF: VACATION LEAVE (Exhibit C-1)

A. Vacation leave for Officers shall be governed by the City's vacation leave provisions contained in the Personnel Policy Manual attached as Exhibit C-1, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing City policy.

B. If during the term of this Agreement, the City modifies the vacation leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 17. PAID TIME OFF: SICK LEAVE (Exhibit C-2)

A. Sick leave for Officers shall be governed by the City's sick leave provisions contained in the Personnel Policy Manual attached as Exhibit C-2, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing City policy.

B. If during the term of this Agreement, the City modifies the sick leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 18. PAID TIME OFF: BEREAVEMENT LEAVE (Exhibit C-3)

A. Bereavement leave for Officers shall be governed by the City's bereavement leave provisions contained in the Personnel Policy Manual, attached as Exhibit C-3, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing city policy.

B. If during the term of this Agreement, the City modifies the bereavement leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 19. LINE OF DUTY ILLNESS AND INJURY LEAVE

A. The City shall provide an Officer with a leave of absence for an illness or injury related to the Officer's line of duty. The leave is ~~with~~-full pay for a period commensurate with the nature of the line of duty illness or injury, as determined by an independent medical doctor or specialist. If necessary, the leave shall continue for at least one year.

B. The City may satisfy this obligation during its term through the utilization of workers' compensation coverage, short- or long-term disability compensation coverage, or through the use of other plans and programs, provided that the City shall provide for full salary continuation in the event that the plans or programs do not provide a full benefit.

C. At the end of the one-year period, the City's governing body has the option to extend the line of duty illness or injury leave at full or reduced pay. It shall be the Officer's responsibility to make timely application for such an extension in a timely fashion, and the decision of the City's governing body on the application shall be final and is neither appealable nor grievable.

D. If an Officer is temporarily disabled by a line of duty injury or illness, and if the year at full pay and any extensions granted by the governing body, if any, have expired, the Officer may use accumulated sick leave, vacation time, and other accrued benefits before the Officer is placed on temporary leave.

E. After recovery from a temporary disability, the Officer shall be reinstated at the same rank and with the same seniority the Officer had before going on temporary leave.

F. The City reserves the right at any time to order an Officer on temporary disability leave and receiving disability compensation to be evaluated and assessed by an appropriate health care specialist selected by the City, and at the City's expense, to determine an Officer's fitness for duty in the regularly assigned position.

ARTICLE 20. INSURANCE BENEFITS

A. The City agrees to provide Officers with health insurance coverage, life insurance,

disability insurance, and any other related type of benefit on the same terms and conditions as provided to the remainder of City employees, as that coverage may change over time.

B. The Association shall be notified in advance of the re-negotiation by the City of its health insurance benefits package and offered the opportunity to comment on and locate and refer to alternate vendors.

ARTICLE 21. PENSION BENEFITS

The City agrees to provide Officers with retirement benefits and savings plans on the same terms and conditions as provided to the remainder of City employees, as that coverage may change over time.

ARTICLE 22. LINE OF DUTY DEATH BENEFIT

If an Officer dies in the course and scope of employment, the Officer's estate shall be paid for all of the deceased Officer's accrued sick leave, vacation leave, and compensatory time.

ARTICLE 23. OTHER ALLOWANCES

A. **Extra Jobs.** Officers shall be allowed to work extra-duty, security-related employment. The Chief of Police, or his designee, may deny such employment only upon offering a written justification of the denial to the Association.

B. **Lay-Off / Recall.** Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior officer and recall beginning with the most senior officer.

ARTICLE 24. PROBATIONARY PERIOD

A. Upon initial employment, beginning position Officers will serve a probationary period without right of appeal of one (1) year from the date of hire.

B. The probationary Officer will not be eligible for vacation benefits during the first six (6) months. Upon successful completion of the probationary period, benefits accrued will be retroactive to the original date of employment. The Officer will be added and has the option of adding his/her dependents, to the group health insurance plan after thirty (30) days of employment.

C. An Officer applicant that has five (5) or more years of prior experience as a police officer, if hired, shall, upon successful completion of the probationary period, be moved to step three (3) pay in the scale, remaining there until the anniversary of their hire date.

D. During the probationary period, the Chief of Police may either confirm the hiring, extend the probationary period [not to exceed a total of fifteen (15) months unless this was a trainee appointment] to allow the Officer further time to prove ability to do the job, or dismiss

the Officer.

E. No probationary Officer shall be confirmed until the Officer is performing at the “Meets Expectations” level or better. Normally, confirmation takes place after twelve (12) months of probation. When the Chief of Police determines that a probationary Officer is performing at the level that “Exceeds Expectations” or better, the Chief of Police may, subject to the approval of the City Manager, reduce the probationary period to as little as six (6) months.

ARTICLE 25. GRIEVANCES & GRIEVANCE PROCEDURES (Exhibit D)

A. **Grievance Procedures Generally.** The purpose of these grievance procedures are to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this Agreement, promotion, demotion, suspension, and termination of Officers shall constitute a grievance under the provisions of this Article.

B. **Contract Grievances.** Grievances involving the interpretation, application, or enforcement of a specific clause of this Agreement, or promotions shall be resolved in the following manner.

1. **Step 1.** The aggrieved Officer shall submit his/her written grievance to the Association Grievance Committee, with a copy to the Chief, within twenty (20) calendar days of when the Officer knew or should have known of the occurrence of the event giving rise to the grievance. *See Contract Grievance Form*, attached hereto as Exhibit D1. The committee shall determine whether the grievance is valid. The committee shall judge each grievance in a fair and equitable manner and shall not discriminate against Officers who are not Association members. If, in its sole discretion, the grievance committee determines that the grievance is not valid, the committee shall give written notice of that determination to the aggrieved Officer.
2. **Step 2.** If the Association deems the grievance to be valid, the Association shall submit a written grievance to the Chief within twenty (20) calendar days of the date of the Officer filed the grievance with the Association. *See Exhibit D1.* If the Chief does not respond in writing to this grievance within ten (10) calendar days of its receipt, the grievance shall be deemed to be denied and the Association may progress to the next step. The grievance shall be deemed received by the Chief upon three (3) calendar days after the postmark on the letter containing the grievance, the date of the email sent to the Chief with the grievance attached, or unless otherwise indicated.
3. **Step 3.** If the grievance has not been resolved at Step 2, the Association shall submit the grievance in writing to the City Manager within ten (10) calendar days following the date that the Chief is required to respond. The City Manager shall respond in writing to this grievance within thirty (30) calendar days of its receipt. If the City Manager does not respond within thirty (30)

calendar days, the grievance shall be deemed denied. The requirement in Steps 1 through 3 for written grievances and responses shall not preclude the aggrieved Officer and the appropriate management representative from orally discussing and resolving the grievance. The grievance shall be deemed received by the City Manager upon three (3) calendar days after the postmark on the letter containing the grievance, the date of the email sent to the City Manager with the grievance attached, or unless otherwise indicated.

4. **Step 4.** If the grievance has not been resolved at Step 3, the Association may submit the grievance to arbitration for adjustment pursuant to the procedure set forth in this Agreement by submitting the written request for arbitration to the City Manager within ten (10) calendar days of receipt of the denial of the grievance from the City Manager.
5. The burden of proof on any contract grievances shall lie with the ASSOCIATION.

C. **Disciplinary Grievances Actions.** Disciplinary grievances and disciplinary grievance procedures shall be conducted in accordance with Chapter 143. Grievances involving disciplinary actions such as ~~of~~ demotion, suspension, and termination of Officers by the Chief of Police shall be resolved in the following manner:

1. The Chief shall have the authority to demote, temporarily suspend [not to exceed fifteen (15) calendar days] or terminate any Officer for cause as set forth in the ordinances and rules and regulations of the City of Alvin and the Alvin Police Department.
2. The Chief may demote, suspend, or terminate an Officer and shall provide a written statement of charges to the Officer by personal service. The written statement shall point out the particular rule or rules alleged to have been violated by the Officer and the specific act or acts alleged to be in violation of the Civil Service Rules. Said statement shall inform the Officer that he/she has ten (10) calendar days after receipt thereof to file a written notice of appeal with the Civil Service Commission. A copy of such statement of charges shall be filed with the Civil Service Commission within 120 hours (five (5) days) after the discipline is served on the Officer.
3. If the Officer appeals the discipline to the Civil Service Commission, the Officer must file a Notice of Appeal (*See Notice of Appeal*, attached hereto as Exhibit D2). The Civil Service Commission must hear the appeal within 30 days after the date the Commission receives notice of appeal, or by agreement of the Officer and the Commission. All hearings before the Commission shall be held in accordance with the Local Civil Service Rules for the Police Officers' Civil Service Commission of the City of Alvin, Texas, and with Chapter 143.

D. Notwithstanding any provision of this Article, or of the Collective Bargaining

Agreement, the Chief shall have authority to temporarily suspend an Officer for no more than ninety (90) working days, when the Officer agrees to the suspension in writing. The Officer shall have no right to appeal such agreed suspension or alter the terms of the Agreement. If during the term of an agreed suspension, the Officer applies for unemployment compensation benefits, the Officer shall be deemed to have violated the agreement and voluntarily resigned from employment with the City.

E. All time limits set forth in this Article must be strictly observed. Failure of the grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action may be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance, and the grievant may proceed to the Commission or arbitration.

ARTICLE 26. ARBITRATION PROCEDURES

A. An Officer may elect to appeal a demotion, suspension or termination to an independent third-party hearing examiner rather than the Commission, in accordance with Section 143.057 of the Texas Local Government Code (*See Notice of Appeal*, attached hereto as Exhibit D2).

B. Contract grievances not resolved by the contract grievance procedure shall be subject to binding arbitration. The sole function of the arbitrator in a contract grievance arbitration shall be to determine whether the City or the Association is correct with reference to the proper application and interpretation of this Agreement. The Arbitrator shall not have any authority to change, amend, modify, supplement, or otherwise alter in any respect whatsoever, this Agreement or any part thereof.

C. All aspects of the arbitration shall be conducted in accordance with the labor arbitration rules of the AAA, except to the extent the parties agree otherwise. Each side is entitled to a one-time rejection of the first panel and may request a second panel within ten (10) calendar days from receipt of the panel. The party requesting the second panel must pay any expenses associated with requesting a new panel. The party requesting a second panel shall strike first for that panel selection. If there is no second panel requested, then the party who struck first on the previous arbitration appeal shall strike second. The second panel lists do not count for purposes of determining which party strikes first in a subsequent appeal. The parties shall make three alternating strikes and the one name that has not been struck by either party is selected as the arbitrator.

D. **Rules of Arbitration.** The following minimum rules related to any arbitration shall apply:

1. All arrangements of the date, time and location for the arbitration shall be mutually agreed upon, except that the arbitrator shall have jurisdiction in the event of any disputes over arbitration arrangements.
2. The decision of the Arbitrator shall be final and binding on the parties to this Agreement, unless the Arbitrator was without jurisdiction, exceeded his

jurisdiction, or if the order was procured by fraud or other unlawful means.

3. Arbitration expenses shall be paid by the losing party. These costs include AAA fees (except for a second panel request) and fees for the arbitrator. Such payment shall be made within thirty (30) days upon receipt of invoice. The losing party is determined by whether the Arbitrator sustains the action in whole for either party.
4. The Association shall bear the expense of any witness(es) called by the Association, and the City shall bear the expense of any witness(es) called by the City. Each party's case preparation and presentation shall be borne by that party. Each party may, at its own expense, tape record or prepare a stenographic record of the hearing. If a transcript of the proceeding is requested, then the requesting party shall pay for such transcript.
5. Officers subpoenaed to appear during working hours shall be treated as they would any other subpoena connected with their duties as a Police Officer.

ARTICLE 27. STABILITY OF AGREEMENT; SAVINGS CLAUSE

A. **Stability of Agreement.** No agreement, understanding, alteration or variation of the agreements, terms or provisions contained herein shall bind the parties unless made and executed in writing by the parties hereto.

B. **No Implied Waiver.** The failure of the City or the Association to insist in any one or more instance, upon performance of any of the terms or conditions of this Agreement, shall not be considered as waiver or relinquishment of the right of the City or the Association to future performance of any such term or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

C. **Savings Clause.** Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement, not any provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 28. GLOSSARY

For purposes of this Agreement, the following definitions shall apply:

AAA means the American Arbitration Association.

Agreement means this Collective Bargaining Labor Agreement.

Association or Union means the Alvin Police Officers' Association, or its duly recognized successors in interest.

Bargaining Agent refers to duly recognized association that serves as the exclusive bargaining agent for the sworn full-time police officers employed by the City of Alvin and as defined by Chapter 174.

Bargaining Unit means all full time sworn police officers, except the Police Chief, as defined by Chapter 174.

Budget (Fiscal) Year refers to the 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.

CBA means a Collective Bargaining Agreement and, when specified, to this Agreement.

Chapter 143 refers to the provisions Chapter 143 of the Texas Local Government Code, as amended, and which refer to the Municipal Civil Service For Firefighters and Police Officers.

Chapter 174 refers to the provisions of Chapter 174 of the Texas Local Government Code, as amended, and which refer to the Fire and Police Employee Relations Act.

Chief or Police Chief means the Chief of Police for the City of Alvin, Texas.

City means the City of Alvin, Texas, acting through its City Management chain of authority.

City Manager means the City Manager of the City of Alvin, Texas.

City Management means the chain of authority within the City's administrative structure starting with the Chief of Police and progressing to the City Manager.

Civil Service Commission or Commission means the Police Officers' Civil Service Commission for the City of Alvin, Texas.

CLEAT means the Combined Law Enforcement Associations of 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 this Agreement that provides for pay in terms of compensatory hours.

Contractual Comp Time is deferred pay in hours, as specified in this Agreement, but which would not otherwise trigger an overtime pay obligation under the FLSA.

Department means the Police Department for the City of Alvin, unless otherwise specified.

Execution Date means the date on which this Agreement is fully and formally considered,

ratified, and approved by both the Association and the City in accordance with the respective procedures for such approval. The Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date means the date on which the terms and conditions contained in this Agreement are formally implemented as per the terms of this Agreement.

Fiscal Year means October 1 to September 30.

FLSA means the Fair Labor Standards Act.

Full Pay Period means a recurring bi-weekly (every other week) length of time over which employee time is recorded and paid. A full pay period starts on Monday of week 1 and ends Sunday of week 2.

Immediate Family Member has the same meaning as contained in the Family Medical Leave Act and is limited to the Officer, the Officer's spouse and any minor children, except as otherwise specifically provided for in this Agreement.

Labor Agreement means this Collective Bargaining Agreement negotiated between the parties.

Member refers to an Officer with the City of Alvin Police Department who is a bargaining unit member.

Officer or Police Officer means any sworn Police Officer of the City with the exception of the Chief of Police.

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

Paid Time Off refers to any time period for which an Officer is entitled to receive pay without actually engaging in productive work hours.

Parties means the City of Alvin, Texas, and the Association jointly.

Pay Period means the standard pay period established by the City for payroll purposes.

TLGC means the Texas Local Government Code.

END OF DEFINITIONS

Exhibit A

ALVIN POLICE OFFICER'S ASSOCIATION
2025-26 SALARY SCHEDULE (Proposed October 1, 2025)

POLICE OFFICER	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current 10/2024	\$ 31.08	\$ 32.01	\$ 32.94	\$ 33.88	\$ 34.80	\$ 35.73	\$ 36.66	\$ 37.63	\$ 38.56	\$ 39.49
Effective 10/2025	\$ 35.08	\$ 36.01	\$ 36.94	\$ 37.88	\$ 38.80	\$ 39.73	\$ 40.66	\$ 41.63	\$ 42.56	\$ 43.49

SPECIALIST/ CORPORAL	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current 10/2024	\$ 34.81	\$ 35.75	\$ 36.67	\$ 37.60	\$ 38.54	\$ 39.50	\$ 40.43	\$ 41.37	\$ 42.30
Effective 10/2025	\$ 38.81	\$ 39.75	\$ 40.67	\$ 41.60	\$ 42.54	\$ 43.50	\$ 44.43	\$ 45.37	\$ 46.30

SERGEANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Current 10/2024	\$ 38.75	\$ 40.16	\$ 40.89	\$ 41.58	\$ 42.29	\$ 42.99	\$ 43.72	\$ 44.43
Effective 10/2025	\$ 42.75	\$ 44.16	\$ 44.89	\$ 45.58	\$ 46.29	\$ 46.99	\$ 47.72	\$ 48.43

LIEUTENANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current 10/2024	\$ 46.19	\$ 47.61	\$ 48.33	\$ 49.02	\$ 49.74	\$ 50.42	\$ 51.36
Effective 10/2025	\$ 50.19	\$ 51.61	\$ 52.33	\$ 53.02	\$ 53.74	\$ 54.42	\$ 55.36

CAPTAIN	Starting	Step 1	Step 2	Step 3
Current 10/2024	\$ 52.79	\$ 54.18	\$ 54.89	\$ 55.58
Effective 10/2025	\$ 56.79	\$ 58.18	\$ 58.89	\$ 59.58



Exhibit B

ALVIN POLICE OFFICER'S ASSOCIATION
PAYROLL DEDUCTION AUTHORIZATION FORM

I am hereby requesting and authorizing that the City of Alvin, Texas, deduct from my paycheck two (2) times per month the amount(s) listed below as of the date listed below and distribute as listed. These amounts are for the APOA and CLEAT dues, fees, and assessments in the amounts indicated:

APOA: _____
CLEAT: _____
TOTAL: _____

DATE: _____

NAME: _____

EMP ID#: _____

ADDRESS: _____

DOB: _____

SSN: _____

ATTENTION PAYROLL DEPT:

This authorization and request shall remain in effect until further modified or revoked by me on a later dated subsequent form.

EMPLOYEE SIGNATURE:

Exhibit C-1

RULE 33. VACATION LEAVE

~~RULE 25. 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 authorization, regardless of their probationary status. Part-time and seasonal 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 of 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 terminated before completing a six (6) month probationary period will not receive payment for any vacation time.

Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted ~~July 18, 2019~~ December 19, 2024)

Exhibit C-2

~~RULE 26. — SICK LEAVE~~

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 begin accruing paid sick leave one (1) month from date of hire. Part-time and seasonal 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 work days, 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.

Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted ~~July 18, 2019~~ December 19, 2024)

Exhibit C-3

~~RULE 28. BEREAVEMENT LEAVE~~

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) work days, 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.

**Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted ~~July 18, 2019~~ December 19, 2024)**

Exhibit D-1

CONTRACT GRIEVANCE FORM

Grievance Submission by Member

Grievant must use this form, or one substantially like it, for filing contract grievances with the Association Contract Grievance Committee and subsequent steps of the procedure.

Name _____

Address _____ City/State/Zip _____ Phone _____

Division _____ Title/Rank _____ Shift _____ Phone _____

A. **Factual Basis of the Grievance.** Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. **Contract Articles, Terms, etc., Believed to be Violated.** Identify specific provisions of the Contract that you believe have been violated and explain why provisions apply to your complaint.

C. **Remedy or Adjustment Sought.** Specify what remedy or adjustment you seek.

Employee Signature

Date

Association Representative

Date

ASSOCIATION CONTRACT GRIEVANCE COMMITTEE RULING

Grievance Committee's Submittal. Refer to Contract Grievance cause number for employee's statement of facts.

Officer Name _____

Grievance Committee Statement

The Association Grievance Committee met and reviewed the attached contract grievance and reached the following Conclusion(s) on the Grievance.

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____

Reject Grievance _____

Grievance Committee Representative

Date

Association Representative

Date

OFFICER'S NOTICE OF APPEAL

This form must be used for filing an appeal of a disciplinary action. Please attach a copy of the written notice of disciplinary action you received.

Name _____

Address _____

Home Phone _____ Work Cell Phone _____

Division _____ Title/Rank _____ Station/Shift _____

Supervisor _____

Date you received the written notice of disciplinary action: _____

I wish to appeal this disciplinary action for a hearing before the following (please initial next to your choice):

_____ Police Officers' Civil Service Commission

_____ Third-Party Hearing Examiner – Arbitrator

Basis for appeal (in accordance with Section 143.010(b):

Employee Signature

Date



COLLECTIVE BARGAINING LABOR AGREEMENT

Between the

CITY OF ALVIN, TEXAS

And the

ALVIN POLICE OFFICERS' ASSOCIATION
("APOA")

Fiscal Year 2025-2026



City Hall • 216 West Sealy • Alvin, Texas 77511
www.alvin.gov

SIGNATURE & EXECUTION PAGE

**THE FOLLOWING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED,
AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:**

THE CITY OF ALVIN, TEXAS

(Approved by City Council action taken on _____, 2025).

By: _____
Gabe Adame
Mayor

By: _____ Dated: _____
Dixie Roberts
City Secretary

THE ALVIN POLICE OFFICERS' ASSOCIATION ("APOA")

(Approved by APOA Membership as per Email Communication dated _____, 2025).

By: _____
Steven Kelly
President, APOA

_____ Dated: _____
Jay Jackson
Secretary, APOA

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ARTICLE 1. PARTIES TO THE AGREEMENT

A. The following Agreement (“Agreement”) by and between the CITY OF ALVIN, TEXAS (“the City”), and the Alvin Police Officers’ Association (“the ASSOCIATION” or “the APOA”), is hereby recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas, Chapter 174 of the Texas Local Government Code.

B. The CITY OF ALVIN, TEXAS, hereafter referred to as the “the CITY OF ALVIN,” the “CITY,” or the “EMPLOYER,” is a home rule municipality organized under the law of the State of Texas.

C. The ALVIN POLICE OFFICERS’ ASSOCIATION, hereafter referred to as “the ASSOCIATION,” or “APOA,” is an association, as such is the duly recognized bargaining agent as per Chapter 174 of the Texas Local Government Code (“Chapter 174”) for the purpose of representing qualifying members of the police bargaining unit covered under Chapter 174.

D. References to the CITY and the ASSOCIATION jointly shall be to the “PARTIES.”

ARTICLE 2. PURPOSE OF THIS AGREEMENT

A. The CITY and the ASSOCIATION agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City.

B. The Agreement has been reached through the process of collective bargaining with the City and the APOA. This Agreement, therefore, is intended to be, in all respects, in the public interest and to be in compliance with the requirements of Chapter 174.

ARTICLE 3. RECOGNITION CLAUSE

A. The CITY OF ALVIN hereby recognizes the ALVIN POLICE OFFICERS’ ASSOCIATION as the sole and exclusive bargaining agent for all police officers, in accordance with Chapter 174, as well as the applicable provisions of Chapter 143 of the Texas Local Government Code (“Chapter 143”).

B. It is also the intention of the PARTIES that the terms of this Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the active term of this Agreement.

ARTICLE 4. AUTHORITY AND TERM

A. **Term of the Agreement.** Except as otherwise provided for within, this Agreement shall cover a period of one (1) year starting on October 1, 2025 (FY 2025-26) through September 30, 2026.

B. Automatic Renewal Provisions. The following automatic renewal provisions shall also apply:

1. If during the first year of this Agreement, the PARTIES do not reach a new fully executed and approved agreement prior to midnight, September 30, 2026 (the end of this current Agreement), then the parties agree that the terms of this Agreement shall continue for the subsequent fiscal year in question, that is, FY 2026-27 (the first holdover year).
2. Further, if in the first holdover year, the APOA tenders a further notice of intent to bargain, and the PARTIES do not reach a new agreement prior to midnight, September 30, 2027, then all terms of this current Agreement shall continue to remain in full force and effect for another fiscal year, that is, FY 2027-28 (the second holdover year).

C. Final Termination of Contract. The PARTIES further agree that this Agreement shall automatically terminate upon the earlier of one of the following conditions:

1. That a newly negotiated Agreement is approved and effectuated by and between the PARTIES at any time after January 1, 2026, but before September 30, 2026 (the end of FY 2026); or
2. As of midnight, on September 30, 2028.

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

A. Individual Civil Rights Not Affected. Nothing in this Agreement is intended to detract from or otherwise affect any civil rights that an individual police officer, as an employee of the City, would otherwise have under state or federal law.

B. The Local Civil Service Rules for the Police Officers' Civil Service Commission of the City of Alvin, Texas, shall apply to all Officers.

C. Personnel Policy Manual. The provisions of the City's Personnel Policy Manual, as amended from time to time by the City Council, shall apply to all Officers, except as otherwise specifically provided for in this Agreement.

D. Departmental Policies and Procedures. The provisions of the Police Department Policies and Procedures, as amended, shall continue to apply to all Officers, except as otherwise specifically provided for in this Agreement.

E. Other Rules and Regulations. The provisions of any other statutory or administrative rule, regulation, or policy pertaining to law enforcement operations and personnel management, as amended, shall continue to apply to all Officers, except as otherwise specifically provided for in this Agreement.

ARTICLE 6. MANAGEMENT RIGHTS

The PARTIES understand and agree that the CITY OF ALVIN, TEXAS, as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than what is legally required under Chapter 174 and related caselaw interpretations of the statute.

ARTICLE 7. NO STRIKE-NO LOCK OUT

A. The ASSOCIATION agrees that, during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs, picketing, or any other form of work stoppage or interference with the business of the City, and will cooperate with the City in preventing and/or halting any such action. The City agrees that it will not authorize, ratify, encourage, or otherwise support any lockout during the term of this Agreement.

B. The PARTIES understand and agree that the City may discipline and/or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by this Article. The City may also invoke any remedies authorized by Section 174.205 of the Texas Local Government Code, in the event of any strike, work stoppage, or slow-down.

ARTICLE 8. AUTHORIZED ASSOCIATION ACTIVITY

A. **Association President.** The President of the Association shall have the right to visit the premises of the Police Department on reasonable notice to the Chief for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

B. **Association Leave Pool.** On each January 1, the City will deduct four (4) hours of sick leave from each member of the Association to be contributed to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association officials or representatives; and other Association-related activities.

C. **Member Right of Withdrawal.** During the December preceding the January deduction, any member desiring not to contribute to the Association Leave Pool must make a written, no-deduction request to the City accounting office. The Officer must hand deliver such request to the City finance department.

D. **Utilization of Leave Pool.** The Association President shall notify the Chief in writing at least five (5) working days in advance of any requested use of the Association Leave Pool. Such requests by the Association shall not be unreasonably refused. The Chief may order any Association members using the leave pool to report for duty as assigned by the Chief during

an emergency situation.

E. **Bulletin Boards.** The Association shall be permitted the exclusive right to an Association bulletin board at the Police Department in an area visible to members of the Association.

F. **Dues Deductions.** The City shall grant a payroll deduction of Association dues, fees, or assessments for APOA and/or CLEAT only on a form attached as an exhibit to this Agreement. *See Exhibit B.*

G. The City shall notify the Association of any member who revokes his or her membership within seven (7) working days of the date of revocation.

ARTICLE 9. WAGES, SALARIES, & COMPENSATION (Exhibit A)

A. **Base and Step Pay Matrix.** Pay will be determined by the Base Pay Matrix, attached as Exhibit A. Effective the first full pay period after September 30, 2025, all Officers governed by the APOA shall be categorized in the FY 2025-26 Base Pay Matrix according to their tenure in rank. For the remaining period covered by this Agreement, all step-based increases from the Base Pay Matrix shall occur on the anniversary date of the individual officer's hire date or date of promotion, if applicable.

B. Effective the first full pay period after September 30, 2025 (the first year), the Matrix reflects a \$4.00 per hour increase in base wages to the Police Officer paygrade, a \$4.00 per hour increase in base wages to the Corporal/Detective/Specialist paygrade, a \$4.00 per hour increase in base wages to the Sergeant paygrade, \$4.00 per hour increase in base wages to the Lieutenant paygrade, and a \$4.00 per hour increase in base wages to the Captain paygrade.

C. **Promotional Pay.** Upon promotion to a higher classification, an officer in the highest pay scale shall be moved to the pay step that is closest to his/her current pay, but not less than current pay. From this new step, the Officer will receive a one-step promotional bonus. The Officer will remain at this step until the anniversary of their promotion date.

D. **Longevity Pay.** Longevity pay for Officers shall be paid in accordance with existing City policy for civilian personnel. Either party may reopen discussion on longevity pay if the City modifies its longevity pay policy.

E. The PARTIES acknowledge that the City's projected annual revenues may fluctuate substantially during any fiscal year. The Parties agree to initiate negotiations as to the wage and salary and certificate pay provisions in this Agreement if the City gives notice under this provision of the occurrence of either of the following two conditions:

1. Where the electorate of the City subjects the City to a rollback tax election which results in a reduction in revenue due to a reduction in the City's tax rate; or
2. Where the City Council makes a good faith determination that because of an

act of God or that the projected revenue to the City for a fiscal year would be unable to support the implementation of the wage rate agreed upon.

ARTICLE 10. CERTIFICATION AND EDUCATION PAY

A. The City shall compensate Officers possessing a TCOLE certificate in the amounts specified in the tables below as follows:

TCOLE Certificate	Monthly Stipend
Intermediate Certificate	\$50.00 per month
Advanced Certificate	\$275.00 per month
Master Peace Officer Certificate	\$350.00 per month

B. The City shall also compensate Officers possessing a Degree from a U.S. based accredited institution of higher learning in the amounts specified in the tables below as follows:

College Degree	Monthly Stipend
Associate Degree	\$30.00 per month
Bachelor's Degree	\$60.00 per month
Master's Degree	\$120.00 per month

ARTICLE 11. SUPPLEMENTAL PAYS

A. **Night Shift Differential.** Patrol officers assigned to work a night shift shall receive an additional one dollar (\$1.00) per hour to their regular hourly rate of pay.

1. A night shift for purposes of this provision shall begin at 6:00 p.m. and end at 6:00 a.m.
2. This night shift differential does not apply to any duty hours that an Officer may work outside of the night shift period specified above.
3. Similarly, this night shift differential does not apply to any Officer who is not assigned to night shift, but who may work duty hours during a night shift at any given time.

B. **Step-Up Pay.** Any Corporal/Specialist performing duties above their normal pay grade (i.e., "step-up") for two (2) consecutive shifts shall receive a rate increase of one dollar (\$1.00) per hour during the temporary assignment. The chain of command, including the Police Chief, must be notified before step-up assignments are given and concluded.

C. **Bilingual Stipend.** An Officer, upon being certified by the department as "bilingual,"

shall receive a stipend of fifty dollars (\$50.00) per month beginning with the first pay period after certification. Certification standards will be maintained by the department and shall include a fluency/proficiency test.

D. **Training Officer Pay.** An Officer who is assigned by the Chief and who performs the specific duty of training and evaluating officers shall receive an additional \$5.00 per hour for those hours worked as a Training Officer.

E. **Call Out Pay.** Officers who are called to work outside their regular schedule, including attendance at court, shall be paid at least two (2) hours minimum. The City may assign tasks to those Officers during that period of time.

F. **Physical Fitness Compensation.** In January of every year, officers must complete the physical test of a 2,000-meter row on the Concept 2 rower. The physical test shall be administered by a certified tester, in accordance with the standards set by the Texas Department of Public Safety.

1. After one (1) attempt, Officers will receive compensatory time for their scores as follows:
 - a. An accrual of 24 hours of compensatory time for a score between 70 to 89%; or
 - b. An accrual of 40 hours compensatory time for a score of 90% or above.
2. This accrual of compensatory time shall have no cash value and must be used by December 31st or the time will be forfeited.
3. This accrual of compensatory time shall not be considered as “hours actually worked” for the purposes of qualifying for overtime pursuant to the FLSA.
4. Neither the forfeiture of accrued compensatory time under this provision, nor any denial of the specific use of this compensatory time, shall be appealable or grievable.

G. **City-Sponsored Events/Parades.** Officers who voluntarily sign up to work at City-sponsored events or parades shall be paid their overtime rate (for hours actually worked during the City-sponsored event/parade), regardless of physical hours worked during that pay period, so long as the City-sponsored event/parade falls within a pay period that also includes a recognized City holiday. If insufficient personnel sign up for these events, other personnel may have their schedules altered. These altered schedules will be paid at the personnel’s normal rate of pay (overtime calculated as normal).

ARTICLE 12. FRINGE BENEFITS

A. **Target Ammunition for Practice.** The City shall provide each Officer with a minimum of two hundred and fifty (250) rounds of practice ammunition annually. Such

ammunition shall be controlled and distributed by the Department's Firearm Proficiency Control Officer.

B. Clothing and Equipment Allowance.

1. The City shall furnish all uniforms, protective vests, hats, jackets, and raincoats without cost to the Officers. Protective vests shall be replaced every five (5) years.
2. The City shall repair or replace all uniforms and reasonable personal equipment lost or damaged in the line of duty of officers.
3. In addition, each Officer, including both uniformed and plainclothes, shall receive an allowance of \$155.00 per month, from the date of employment, for the purpose of:
 - a. cleaning, maintaining, and repairing equipment assigned to or required of the officer; and
 - b. acquiring equipment required by the department related to performance of duties.
4. Each plainclothes Officer shall receive a clothing allowance of \$600.00 per fiscal year during the first pay period of each fiscal year.

C. Continuous Duty Meal Break. An Officer who is assigned to continuous duty for a period of twelve (12) hours or more, shall be permitted to suspend patrol or other assigned duties, subject to immediate recall at all times, for forty-five (45) minutes for the purpose of having one meal during the tour of duty.

ARTICLE 13. FLSA OVERTIME PAY AND COMPENSATORY TIME

A. In accordance with the Fair Labor Standards Act provisions for Police Officers, there is hereby established a two-week pay period for determination of overtime pay. Work performed by an Officer in excess of eighty-two (82) hours in any given two-week pay period shall be compensated on the basis of 1.5 times the Officer's regular rate of pay in salary or compensatory time.

B. For purposes of this FLSA overtime provision, and with the exception of any compensatory time earned pursuant to Article 11(F) herein, compensatory time shall be considered as hours actually worked for the purposes of qualifying for overtime.

C. The hourly overtime rate of pay shall be calculated in compliance with the FLSA requirements for such pay.

D. Accumulation of compensatory time shall be capped at sixty (60) hours.

E. The City reserves the authority to adjust both department-wide and individual officer work schedules in a manner calculated to avoid generating an overtime obligation for the City.

F. The City reserves the authority to manage accrued overtime pay obligations and compensatory time accounts and to determine whether any such accrued obligations should be paid out or otherwise taken as leave time. Provided that:

1. The Department will provide a minimum of 24-hours' notice to an Officer before requiring the Officer to take compensatory (contractual or FLSA) time off.
2. An Officer's written request to take up to forty (40) hours compensatory time, when submitted with thirty (30) days' notice to the department, and approved in writing by the Chief, shall not be rescinded because of minimum staffing. Approved requests shall be charged against the contractual compensation time account first, if any, and then against the FLSA compensatory time account.

G. The provisions contained herein override any civil service statutory provisions inconsistent with this Article as per the authority of Section 174.006 of the Texas Local Government Code.

ARTICLE 14. CONTRACTUAL COMPENSATORY TIME FOR ON-CALL PAY

A. The Parties hereby agree to create a separate category of deferred compensation that is not otherwise mandated by FLSA law and identified herein as contractual compensatory time.

B. Contractual compensatory time shall apply to on-call pay as well as any other pays provided for in this Agreement that do not trigger a FLSA compensatory time calculation.

C. Contractual compensatory time shall be separately accounted for and reflected on individual payroll checks.

D. City Management reserves the right to determine whether and when to assign an Officer to a type of duty that would invoke the accrual of contractual compensatory time.

E. Officers who are required to be on-call and are released from restriction shall be compensated with four (4) hours of contractual compensatory time for each one-week period they are ordered to be under on-call restrictions.

F. Officers who are required to be on-call and cannot be released from on-call restrictions shall be compensated with 1.14 hours of contractual compensatory time for each twenty-four (24) hour period they are under the on-call restrictions.

G. The contractual compensatory time accounts existing at the conclusion of each fiscal year shall be paid out no later than the second full pay period after the end of the fiscal year

on September 30th.

ARTICLE 15. PAID TIME OFF: HOLIDAYS, HOLIDAY BENEFIT, AND PREMIUM PAY FOR HOLIDAY HOURS WORKED

A. **Recognized Holidays.** The following holidays shall be treated as official holidays for Officers for purposes of this Agreement:

1. New Year's Day (January 1st);
2. Martin Luther King, Jr. Day;
3. President's Day;
4. Good Friday;
5. Memorial Day;
6. Juneteenth;
7. Independence Day (July 4th);
8. Labor Day;
9. Veterans Day;
10. Thanksgiving Day;
11. Thanksgiving Friday;
12. Christmas Eve (December 24th);
13. Christmas Day (December 25th);
14. New Year's Eve (December 31st); and
15. One (1) Floating Holiday.

B. **Holiday Benefit.** Officers shall receive ten (10) hours at their regular rate of pay for each holiday specified above.

C. **Premium Pay for Hours Worked on Holiday.** Officers who work on a specified holiday period, other than the Floating Holiday, shall earn a premium 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 premium rate of pay will be in addition to the holiday benefit specified above.

1. For purposes of calculating Premium Pay under this Article, a specified holiday begins at 12:01 a.m. and ends at 12:00 midnight on the calendar date of the holidays specified above.
2. Officers who are scheduled to work, but who do not in fact work productive hours for whatever reason (such as shift exchange, vacation, sick leave, unpaid leave, etc.) shall not receive Premium Pay under this Article but may, if applicable, apply comp time, sick leave, or vacation leave at the regular rate of pay for time missed from duty.
3. Overtime pay for FLSA purposes shall not be paid on top of or in addition to any Premium Pay under this Article.

4. In order to use the Floating Holiday, the Officer 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.
5. The date of the Floating Holiday is at the Officer's discretion with Department Director approval.
6. Payment of holiday benefit, as well as Premium Pay for holiday hours worked, shall be paid in the pay period following the specified holiday.

ARTICLE 16. PAID TIME OFF: VACATION LEAVE (Exhibit C-1)

A. Vacation leave for Officers shall be governed by the City's vacation leave provisions contained in the Personnel Policy Manual attached as Exhibit C-1, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing City policy.

B. If during the term of this Agreement, the City modifies the vacation leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 17. PAID TIME OFF: SICK LEAVE (Exhibit C-2)

A. Sick leave for Officers shall be governed by the City's sick leave provisions contained in the Personnel Policy Manual attached as Exhibit C-2, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing City policy.

B. If during the term of this Agreement, the City modifies the sick leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 18. PAID TIME OFF: BEREAVEMENT LEAVE (Exhibit C-3)

A. Bereavement leave for Officers shall be governed by the City's bereavement leave provisions contained in the Personnel Policy Manual, attached as Exhibit C-3, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing city policy.

B. If during the term of this Agreement, the City modifies the bereavement leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 19. LINE OF DUTY ILLNESS AND INJURY LEAVE

A. The City shall provide an Officer with a leave of absence for an illness or injury related to the Officer's line of duty. The leave is full pay for a period commensurate with the nature of the line of duty illness or injury, as determined by an independent medical doctor or specialist. If necessary, the leave shall continue for at least one year.

B. The City may satisfy this obligation during its term through the utilization of workers'

compensation coverage, short- or long-term disability compensation coverage, or through the use of other plans and programs, provided that the City shall provide for full salary continuation in the event that the plans or programs do not provide a full benefit.

C. At the end of the one-year period, the City's governing body has the option to extend the line of duty illness or injury leave at full or reduced pay. It shall be the Officer's responsibility to make timely application for such an extension in a timely fashion, and the decision of the City's governing body on the application shall be final and is neither appealable nor grievable.

D. If an Officer is temporarily disabled by a line of duty injury or illness, and if the year at full pay and any extensions granted by the governing body, if any, have expired, the Officer may use accumulated sick leave, vacation time, and other accrued benefits before the Officer is placed on temporary leave.

E. After recovery from a temporary disability, the Officer shall be reinstated at the same rank and with the same seniority the Officer had before going on temporary leave.

F. The City reserves the right at any time to order an Officer on temporary disability leave and receiving disability compensation to be evaluated and assessed by an appropriate health care specialist selected by the City, and at the City's expense, to determine an Officer's fitness for duty in the regularly assigned position.

ARTICLE 20. INSURANCE BENEFITS

A. The City agrees to provide Officers with health insurance coverage, life insurance, disability insurance, and any other related type of benefit on the same terms and conditions as provided to the remainder of City employees, as that coverage may change over time.

B. The Association shall be notified in advance of the re-negotiation by the City of its health insurance benefits package and offered the opportunity to comment on and locate and refer to alternate vendors.

ARTICLE 21. PENSION BENEFITS

The City agrees to provide Officers with retirement benefits and savings plans on the same terms and conditions as provided to the remainder of City employees, as that coverage may change over time.

ARTICLE 22. LINE OF DUTY DEATH BENEFIT

If an Officer dies in the course and scope of employment, the Officer's estate shall be paid for all of the deceased Officer's accrued sick leave, vacation leave, and compensatory time.

ARTICLE 23. OTHER ALLOWANCES

A. **Extra Jobs.** Officers shall be allowed to work extra-duty, security-related employment. The Chief of Police, or his designee, may deny such employment only upon offering a written justification of the denial to the Association.

B. **Lay-Off / Recall.** Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior officer and recall beginning with the most senior officer.

ARTICLE 24. PROBATIONARY PERIOD

A. Upon initial employment, beginning position Officers will serve a probationary period without right of appeal of one (1) year from the date of hire.

B. The probationary Officer will not be eligible for vacation benefits during the first six (6) months. Upon successful completion of the probationary period, benefits accrued will be retroactive to the original date of employment. The Officer will be added and has the option of adding his/her dependents to the group health insurance plan after thirty (30) days of employment.

C. An Officer applicant that has five (5) or more years of prior experience as a police officer, if hired, shall, upon successful completion of the probationary period, be moved to step three (3) pay in the scale, remaining there until the anniversary of their hire date.

D. During the probationary period, the Chief of Police may either confirm the hiring, extend the probationary period [not to exceed a total of fifteen (15) months unless this was a trainee appointment] to allow the Officer further time to prove ability to do the job, or dismiss the Officer.

E. No probationary Officer shall be confirmed until the Officer is performing at the "Meets Expectations" level or better. Normally, confirmation takes place after twelve (12) months of probation. When the Chief of Police determines that a probationary Officer is performing at the level that "Exceeds Expectations" or better, the Chief of Police may, subject to the approval of the City Manager, reduce the probationary period to as little as six (6) months.

ARTICLE 25. GRIEVANCES & GRIEVANCE PROCEDURES (Exhibit D)

A. **Grievance Procedures Generally.** The purpose of these grievance procedures are to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this Agreement, promotion, demotion, suspension, and termination of Officers shall constitute a grievance under the provisions of this Article.

B. **Contract Grievances.** Grievances involving the interpretation, application, or enforcement of a specific clause of this Agreement, or promotions shall be resolved in the

following manner.

1. **Step 1.** The aggrieved Officer shall submit his/her written grievance to the Association Grievance Committee, with a copy to the Chief, within twenty (20) calendar days of when the Officer knew or should have known of the occurrence of the event giving rise to the grievance. *See Contract Grievance Form*, attached hereto as Exhibit D1. The committee shall determine whether the grievance is valid. The committee shall judge each grievance in a fair and equitable manner and shall not discriminate against Officers who are not Association members. If, in its sole discretion, the grievance committee determines that the grievance is not valid, the committee shall give written notice of that determination to the aggrieved Officer.
2. **Step 2.** If the Association deems the grievance to be valid, the Association shall submit a written grievance to the Chief within twenty (20) calendar days of the date of the Officer filed the grievance with the Association. *See Exhibit D1.* If the Chief does not respond in writing to this grievance within ten (10) calendar days of its receipt, the grievance shall be deemed to be denied and the Association may progress to the next step. The grievance shall be deemed received by the Chief upon three (3) calendar days after the postmark on the letter containing the grievance, the date of the email sent to the Chief with the grievance attached, or unless otherwise indicated.
3. **Step 3.** If the grievance has not been resolved at Step 2, the Association shall submit the grievance in writing to the City Manager within ten (10) calendar days following the date that the Chief is required to respond. The City Manager shall respond in writing to this grievance within thirty (30) calendar days of its receipt. If the City Manager does not respond within thirty (30) calendar days, the grievance shall be deemed denied. The requirement in Steps 1 through 3 for written grievances and responses shall not preclude the aggrieved Officer and the appropriate management representative from orally discussing and resolving the grievance. The grievance shall be deemed received by the City Manager upon three (3) calendar days after the postmark on the letter containing the grievance, the date of the email sent to the City Manager with the grievance attached, or unless otherwise indicated.
4. **Step 4.** If the grievance has not been resolved at Step 3, the Association may submit the grievance to arbitration for adjustment pursuant to the procedure set forth in this Agreement by submitting the written request for arbitration to the City Manager within ten (10) calendar days of receipt of the denial of the grievance from the City Manager.
5. The burden of proof on any contract grievances shall lie with the ASSOCIATION.

C. **Disciplinary Grievances Actions.** Disciplinary grievances and disciplinary grievance procedures shall be conducted in accordance with Chapter 143. Grievances involving

disciplinary actions such as demotion, suspension, and termination of Officers by the Chief of Police shall be resolved in the following manner:

1. The Chief shall have the authority to demote, temporarily suspend [not to exceed fifteen (15) calendar days] or terminate any Officer for cause as set forth in the ordinances and rules and regulations of the City of Alvin and the Alvin Police Department.
2. The Chief may demote, suspend, or terminate an Officer and shall provide a written statement of charges to the Officer by personal service. The written statement shall point out the particular rule or rules alleged to have been violated by the Officer and the specific act or acts alleged to be in violation of the Civil Service Rules. Said statement shall inform the Officer that he/she has ten (10) calendar days after receipt thereof to file a written notice of appeal with the Civil Service Commission. A copy of such statement of charges shall be filed with the Civil Service Commission within 120 hours (five (5) days) after the discipline is served on the Officer.
3. If the Officer appeals the discipline to the Civil Service Commission, the Officer must file a Notice of Appeal (*See Notice of Appeal*, attached hereto as Exhibit D2). The Civil Service Commission must hear the appeal within 30 days after the date the Commission receives notice of appeal, or by agreement of the Officer and the Commission. All hearings before the Commission shall be held in accordance with the Local Civil Service Rules for the Police Officers' Civil Service Commission of the City of Alvin, Texas, and with Chapter 143.

D. Notwithstanding any provision of this Article, or of the Collective Bargaining Agreement, the Chief shall have authority to temporarily suspend an Officer for no more than ninety (90) working days, when the Officer agrees to the suspension in writing. The Officer shall have no right to appeal such agreed suspension or alter the terms of the Agreement. If during the term of an agreed suspension, the Officer applies for unemployment compensation benefits, the Officer shall be deemed to have violated the agreement and voluntarily resigned from employment with the City.

E. All time limits set forth in this Article must be strictly observed. Failure of the grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action may be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance, and the grievant may proceed to the Commission or arbitration.

ARTICLE 26. ARBITRATION PROCEDURES

A. An Officer may elect to appeal a demotion, suspension or termination to an independent third-party hearing examiner rather than the Commission, in accordance with Section 143.057 of the Texas Local Government Code (*See Notice of Appeal*, attached hereto as Exhibit D2).

B. Contract grievances not resolved by the contract grievance procedure shall be subject to binding arbitration. The sole function of the arbitrator in a contract grievance arbitration shall be to determine whether the City or the Association is correct with reference to the proper application and interpretation of this Agreement. The Arbitrator shall not have any authority to change, amend, modify, supplement, or otherwise alter in any respect whatsoever, this Agreement or any part thereof.

C. All aspects of the arbitration shall be conducted in accordance with the labor arbitration rules of the AAA, except to the extent the parties agree otherwise. Each side is entitled to a one-time rejection of the first panel and may request a second panel within ten (10) calendar days from receipt of the panel. The party requesting the second panel must pay any expenses associated with requesting a new panel. The party requesting a second panel shall strike first for that panel selection. If there is no second panel requested, then the party who struck first on the previous arbitration appeal shall strike second. The second panel lists do not count for purposes of determining which party strikes first in a subsequent appeal. The parties shall make three alternating strikes and the one name that has not been struck by either party is selected as the arbitrator.

D. **Rules of Arbitration.** The following minimum rules related to any arbitration shall apply:

1. All arrangements of the date, time and location for the arbitration shall be mutually agreed upon, except that the arbitrator shall have jurisdiction in the event of any disputes over arbitration arrangements.
2. The decision of the Arbitrator shall be final and binding on the parties to this Agreement, unless the Arbitrator was without jurisdiction, exceeded his jurisdiction, or if the order was procured by fraud or other unlawful means.
3. Arbitration expenses shall be paid by the losing party. These costs include AAA fees (except for a second panel request) and fees for the arbitrator. Such payment shall be made within thirty (30) days upon receipt of invoice. The losing party is determined by whether the Arbitrator sustains the action in whole for either party.
4. The Association shall bear the expense of any witness(es) called by the Association, and the City shall bear the expense of any witness(es) called by the City. Each party's case preparation and presentation shall be borne by that party. Each party may, at its own expense, tape record or prepare a stenographic record of the hearing. If a transcript of the proceeding is requested, then the requesting party shall pay for such transcript.
5. Officers subpoenaed to appear during working hours shall be treated as they would any other subpoena connected with their duties as a Police Officer.

ARTICLE 27. STABILITY OF AGREEMENT; SAVINGS CLAUSE

A. **Stability of Agreement.** No agreement, understanding, alteration or variation of the agreements, terms or provisions contained herein shall bind the parties unless made and executed in writing by the parties hereto.

B. **No Implied Waiver.** The failure of the City or the Association to insist in any one or more instance, upon performance of any of the terms or conditions of this Agreement, shall not be considered as waiver or relinquishment of the right of the City or the Association to future performance of any such term or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

C. **Savings Clause.** Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement, not any provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 28. GLOSSARY

For purposes of this Agreement, the following definitions shall apply:

AAA means the American Arbitration Association.

Agreement means this Collective Bargaining Labor Agreement.

Association or Union means the Alvin Police Officers' Association, or its duly recognized successors in interest.

Bargaining Agent refers to duly recognized association that serves as the exclusive bargaining agent for the sworn full-time police officers employed by the City of Alvin and as defined by Chapter 174.

Bargaining Unit means all full time sworn police officers, except the Police Chief, as defined by Chapter 174.

Budget (Fiscal) Year refers to the 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.

CBA means a Collective Bargaining Agreement and, when specified, to this Agreement.

Chapter 143 refers to the provisions Chapter 143 of the Texas Local Government Code, as amended, and which refer to the Municipal Civil Service For Firefighters and Police Officers.

Chapter 174 refers to the provisions of Chapter 174 of the Texas Local Government Code, as amended, and which refer to the Fire and Police Employee Relations Act.

Chief or Police Chief means the Chief of Police for the City of Alvin, Texas.

City means the City of Alvin, Texas, acting through its City Management chain of authority.

City Manager means the City Manager of the City of Alvin, Texas.

City Management means the chain of authority within the City's administrative structure starting with the Chief of Police and progressing to the City Manager.

Civil Service Commission or Commission means the Police Officers' Civil Service Commission for the City of Alvin, Texas.

CLEAT means the Combined Law Enforcement Associations of 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 this Agreement that provides for pay in terms of compensatory hours.

Contractual Comp Time is deferred pay in hours, as specified in this Agreement, but which would not otherwise trigger an overtime pay obligation under the FLSA.

Department means the Police Department for the City of Alvin, unless otherwise specified.

Execution Date means the date on which this Agreement is fully and formally considered, ratified, and approved by both the Association and the City in accordance with the respective procedures for such approval. The Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date means the date on which the terms and conditions contained in this Agreement are formally implemented as per the terms of this Agreement.

Fiscal Year means October 1 to September 30.

FLSA means the Fair Labor Standards Act.

Full Pay Period means a recurring bi-weekly (every other week) length of time over which employee time is recorded and paid. A full pay period starts on Monday of week 1 and ends Sunday of week 2.

Immediate Family Member has the same meaning as contained in the Family Medical Leave Act and is limited to the Officer, the Officer's spouse and any minor children, except as otherwise specifically provided for in this Agreement.

Labor Agreement means this Collective Bargaining Agreement negotiated between the parties.

Member refers to an Officer with the City of Alvin Police Department who is a bargaining unit member.

Officer or Police Officer means any sworn Police Officer of the City with the exception of the Chief of Police.

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

Paid Time Off refers to any time period for which an Officer is entitled to receive pay without actually engaging in productive work hours.

Parties means the City of Alvin, Texas, and the Association jointly.

Pay Period means the standard pay period established by the City for payroll purposes.

TLGC means the Texas Local Government Code.

END OF DEFINITIONS

Exhibit A

ALVIN POLICE OFFICER'S ASSOCIATION
2025-26 SALARY SCHEDULE (Proposed October 1, 2025)

POLICE OFFICER	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current 10/2024	\$ 31.08	\$ 32.01	\$ 32.94	\$ 33.88	\$ 34.80	\$ 35.73	\$ 36.66	\$ 37.63	\$ 38.56	\$ 39.49
Effective 10/2025	\$ 35.08	\$ 36.01	\$ 36.94	\$ 37.88	\$ 38.80	\$ 39.73	\$ 40.66	\$ 41.63	\$ 42.56	\$ 43.49

SPECIALIST/ CORPORAL	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current 10/2024	\$ 34.81	\$ 35.75	\$ 36.67	\$ 37.60	\$ 38.54	\$ 39.50	\$ 40.43	\$ 41.37	\$ 42.30
Effective 10/2025	\$ 38.81	\$ 39.75	\$ 40.67	\$ 41.60	\$ 42.54	\$ 43.50	\$ 44.43	\$ 45.37	\$ 46.30

SERGEANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Current 10/2024	\$ 38.75	\$ 40.16	\$ 40.89	\$ 41.58	\$ 42.29	\$ 42.99	\$ 43.72	\$ 44.43
Effective 10/2025	\$ 42.75	\$ 44.16	\$ 44.89	\$ 45.58	\$ 46.29	\$ 46.99	\$ 47.72	\$ 48.43

LIEUTENANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current 10/2024	\$ 46.19	\$ 47.61	\$ 48.33	\$ 49.02	\$ 49.74	\$ 50.42	\$ 51.36
Effective 10/2025	\$ 50.19	\$ 51.61	\$ 52.33	\$ 53.02	\$ 53.74	\$ 54.42	\$ 55.36

CAPTAIN	Starting	Step 1	Step 2	Step 3
Current 10/2024	\$ 52.79	\$ 54.18	\$ 54.89	\$ 55.58
Effective 10/2025	\$ 56.79	\$ 58.18	\$ 58.89	\$ 59.58

Exhibit B

ALVIN POLICE OFFICER'S ASSOCIATION
PAYROLL DEDUCTION AUTHORIZATION FORM

I am hereby requesting and authorizing that the City of Alvin, Texas, deduct from my paycheck two (2) times per month the amount(s) listed below as of the date listed below and distribute as listed. These amounts are for the APOA and CLEAT dues, fees, and assessments in the amounts indicated:

APOA: _____
CLEAT: _____
TOTAL: _____

DATE: _____

NAME: _____

EMP ID#: _____

ADDRESS: _____

DOB: _____

SSN: _____

ATTENTION PAYROLL DEPT:

This authorization and request shall remain in effect until further modified or revoked by me on a later dated subsequent form.

EMPLOYEE SIGNATURE:

Exhibit C-1

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 authorization, regardless of their probationary status. Part-time and seasonal 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 of 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 terminated before completing a six (6) month probationary period will not receive payment for any vacation time.

**Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted December 19, 2024)**

Exhibit C-2

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 begin accruing paid sick leave one (1) month from date of hire. Part-time and seasonal 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 work days, 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.

**Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted December 19, 2024)**

Exhibit C-3

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) work days, 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.

**Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted December 19, 2024)**

Exhibit D-1

**CONTRACT
GRIEVANCE FORM**

Grievance Submission by Member

Grievant must use this form, or one substantially like it, for filing contract grievances with the Association Contract Grievance Committee and subsequent steps of the procedure.

Name _____

Address _____ City/State/Zip _____ Phone _____

Division _____ Title/Rank _____ Shift _____ Phone _____

A. Factual Basis of the Grievance. Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. Contract Articles, Terms, etc., Believed to be Violated. Identify specific provisions of the Contract that you believe have been violated and explain why provisions apply to your complaint.

C. Remedy or Adjustment Sought. Specify what remedy or adjustment you seek.

Employee Signature

Date

Association Representative

Date

ASSOCIATION CONTRACT GRIEVANCE COMMITTEE RULING

Grievance Committee's Submittal. Refer to Contract Grievance cause number for employee's statement of facts.

Officer Name _____

Grievance Committee Statement

The Association Grievance Committee met and reviewed the attached contract grievance and reached the following Conclusion(s) on the Grievance.

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____

Reject Grievance _____

Grievance Committee Representative

Date

Association Representative

Date

OFFICER'S NOTICE OF APPEAL

This form must be used for filing an appeal of a disciplinary action. Please attach a copy of the written notice of disciplinary action you received.

Name _____

Address _____

Home Phone _____ Work Cell Phone _____

Division _____ Title/Rank _____ Station/Shift _____

Supervisor _____

Date you received the written notice of disciplinary action: _____

I wish to appeal this disciplinary action for a hearing before the following (please initial next to your choice):

_____ Police Officers' Civil Service Commission

_____ Third-Party Hearing Examiner – Arbitrator

Basis for appeal (in accordance with Section 143.010(b):

Employee Signature

Date