



Chad Mees, Mayor
Dean Roome, Mayor Pro-Tempore
Ray Uson, Councilman
Vickie Cooper, Councilwoman
Kathy Jones, Councilwoman
Bobby Freeman, Councilman

NOTICE AND AGENDA OF A CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS

www.bartlett-tx.us

Notice is hereby given that the City Council of the City of Bartlett, Texas will hold a

Regular Meeting

Bartlett Town Hall, 140 West Clark Street, Bartlett, Texas

7:00 PM

Monday, November 9, 2020

CALL TO ORDER, DECLARE A QUORUM, PLEDGE OF ALLEGIANCE, AND INVOCATION

BOARDS & COMMISSION PRESENTATION

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)

CONSENT AGENDA

(The Consent Agenda includes non-controversial and routine items the Council may act on with one single vote. Any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)

1. Approve minutes from the October 19, 2020 Regular City Council meeting.
2. Receive monthly department reports (Utility Billing, Police Department, Public Works, Municipal Court, and Permits)

PUBLIC HEARINGS / ORDINANCES

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

3. Discuss, consider, and take any necessary action regarding an Interlocal Agreement (ILA) for Fire Code and Investigations Between the City of Bartlett and Williamson County.
4. Discuss potential amendments to the City's personnel manual.
5. Consider adding recycling collection at City Hall.
6. Discuss potential adjustments to the City of Bartlett's Utility Rates (water/wastewater and electric).
7. Review and take any necessary action regarding bids for new Zero-Turn Mower.
8. Discuss Texas Municipal League (TML) Health Renewal and Transition to Blue Cross Blue Shield as it relates to the City of Bartlett's employee health benefits.
9. Discuss potential changes to the Bartlett Municipal Development District Board.
10. Discuss, consider, and take any necessary action regarding a proposed lease agreement for Farm #5543 for crop year 2021.
11. Discuss, consider, and take any necessary action regarding electrical repairs at City Hall.

EXECUTIVE SESSION: In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:

- a. § 551.071: Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding: (i) Public Works Supervisor and (ii) Public Works employee;
- b. §551.074: Deliberate the appointment, employment, duties, and compensation of a public employee or officer regarding: (i) Public Works Supervisor and (ii) Public Works employee.

RECONVENE INTO OPEN SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

ADJOURN

All items listed on the agenda are eligible for discussion and/or action. The City Council reserves the right to retire into executive session at any time during the course of this meeting to deliberate any of the matters listed, as authorized by Texas Government 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about gifts and donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development). All final deliberations and actions of the governing body shall be held in an open meeting as required by Texas Government Code 551.102.

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

I certify this agenda was posted, pursuant to Texas Government Code 551.043, at least 72 hours prior to the commencement of the meeting in accordance with the Texas Open Meetings Act.

Posted Friday, November 6, 2020 at or before 7:00 P.M.

A handwritten signature in blue ink, appearing to read "Joseph Resendez", is written over a horizontal line.

Posted by Joseph Resendez – City Administrator | City Secretary



AGENDA ITEM #:

1



Chad Mees, Mayor
Dean Roome, Mayor Pro-Tempore
Ray Uson, Councilman
Vickie Cooper, Councilwoman
Kathy Jones, Councilwoman
Bobby Freeman, Councilman

NOTICE AND MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS

www.bartlett-tx.us

Notice is hereby given that the City Council of the City of Bartlett, Texas will hold a

Regular Meeting

Bartlett Town Hall, 140 West Clark Street, Bartlett, Texas

7:00 PM

Monday, October 19, 2020

1. Call to Order: **7:10 p.m.**

- a) Roll Call; Determination of Quorum: **Mayor Chad Mees, Mayor ProTem Dean Roome, Councilman Ray Uson, Councilwoman Kathy Jones, and Councilman Bobby Freeman (teleconference). Councilwoman Vickie Cooper was absent.**
- b) Pledge of Allegiance
- c) Invocation: **Mayor Mees**

2. Discuss/Action: Approval of Minutes for meetings held on the following dates: Meetings: September 14, 2020 & September 21, 2020 & October 9, 2020 & October 12, 2020 **Ray Uson made a motion, seconded by Dean Roome, to approve the minutes of September 14, 2020, September 21, 2020, October 9, 2020 and October 12, 2020. The motion carried 4/0.**

3. EXECUTIVE SESSION: In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following: **The council adjourned into executive Session at 7:14 p.m.**

- a. §551.071: Consultation with city attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code and consultation with city attorney regarding contemplated litigation regarding: (i) Review of property sales transactions and current ownership of the property identified as CAD ID No. R007783 (700 S. Cotrell) and authorization of legal action to regain title to said property (ii) *Ray Mitchell v. City of Bartlett*.

4. RECONVENE INTO OPEN SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session. **The council reconvened into open session at 804 p.m.**

5. Discuss, consider and take any necessary action regarding adoption of an ordinance adopting regulations for the sale of city owned properties. **A motion was made by Kathy Jones and seconded by Bobby Freeman to adopt Ordinance 20201019-5 after striking number 4 and adding that any and all property owned by the City of Bartlett should be reviewed by a committee made up of the Mayor and two councilmen before being put up for auction. The motion carried 4/0.**

6. Discuss, consider and take any necessary action regarding adoption of an ordinance amending Chapter 12, entitled "Mobile Homes", to amend regulations related to the minimum standards for mobile/manufactured homes within the City. **Dean Roome made a motion seconded by Kathy Jones to approve 20201019-06 amending regulations related to the minimum standards for mobile/manufactured homes within the City of Bartlett. The motion carried 4/0.**

7. Discuss, consider and take any necessary action regarding an agreement between the City of Bartlett and Bartlett Youth League regarding the usage/management of Becky Caldwell Fields; including any necessary action related to the usage and maintenance of Becky Caldwell Fields. **Dean Roome made a motion, seconded by Ray Uson to authorize Mayor Mees to finalize the license agreement, participant waiver release of liability and waiver of all claims, and the assumption of risk, release and waiver of liability, and indemnity agreement with the Bartlett Youth League regarding the usage/management of Becky Caldwell Fields, including any necessary action elated to he usage and maintenance of the fields. The motion carried 4/0.**

8. Discuss, consider and take any necessary action regarding appointing a Public Information Officer for the City of Bartlett. **A motion was made by Dean Roome and seconded by Kathy Jones to appoint Mayor Mees and/or City Administrator Resendez as public information officers for the City of Bartlett. Either can represent the city at any time. The motion carried 4/0.**

9. Discuss, consider and take any necessary action regarding amending the City's personnel manual. **Dean Roome made a motion, seconded by Kathy Jones, to table the personnel manual amendments at this time. The motion carried 4/0.**

10. Discuss, consider take any necessary action regarding Resolution No.20201019-10 relating to establishing Signatories on all City of Bartlett Accounts at BancorpSouth and all of City of Bartlett financial records and providing for an effective date. **Dean Roome made a motion, seconded by Bobby Freeman, to table Resolution 20201019-10 until after the election. The motion carried 4/0.**

11. Discuss, Consider and take any necessary action regarding Resolution No 20201019-11. **A motion was made by Dean Roome and seconded by Kathy Jones to approve Resolution 20201019-11. The motion carried 4/0.**

12. Discuss, Consider and take any necessary action regarding Resolution No 20201019-12 **A motion was made by Dean Roome and seconded by Kathy Jones to approve Resolution 20201019-12. The motion carried 4/0.**

13. Citizen Public Comments: **None**

The City Council welcomes public comments at this point on agenda or non-agenda items. This segment is limited to thirty (30) minutes to the first ten (10) speakers. Speakers must sign in to speak before the start of the council meeting and shall limit their comments to three (3) minutes. Speakers must address Council at the podium and give their name before presenting their concerns. Note: City Council will not respond to items that are discussed during public comments and that are not on the agenda.

14. Adjourn: **A motion was made by Kathy Jones and seconded by Dean Roome to adjourn. The motion carried 4/0. The meeting adjourned at 8:22 p.m.**

All items listed on the agenda are eligible for discussion and/or action. The City Council reserves the right to retire into executive session at any time during the course of this meeting to deliberate any of the matters listed, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about gifts and donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development). All final deliberations and actions of the governing body shall be held in an open meeting as required by Texas Government Code Section 551.102.

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

I certify this agenda was posted, pursuant to Texas Government Code 551.043, at least 72 hours prior to the commencement of the meeting in accordance with the Texas Open Meetings Act.

Posted Friday, October 16, 2020 at or before 7:00 P.M.

Posted by Mayor Chad Mees



AGENDA ITEM #:

2



CHAD MEES, MAYOR
DEAN ROOME, MAYOR PRO TEM
VICKIE COOPER, COUNCILMAN
KATHY JONES, COUNCILMAN
RAY USON, COUNCILMAN
BOBBY FREEMAN, COUNCILMAN

Date: November 4, 2020

Report: Monthly Utilities Report

Report Dates: October 1, 2020 through October 30, 2020

Residential Utilities	\$93,620.99
Commercial Utilities	\$9,177.35
Taxes	\$1,479.62
Total	\$104,277.96

Paper Bills	676
EBills	121
New Residents	5
Deposit Revenue	\$800.00
Deposit Refunds	\$0.0
Disconnects	0
Payment Plan Households	54

140 WEST CLARK STREET, POST OFFICE DRAWER H, BARTLETT, TEXAS 76511

254.527.3219 OFFICE 254.527.4280 FAX



**BARTLETT POLICE DEPARTMENT
202 NORTH DALTON STREET
BARTLETT, TEXAS 76511
(254)527-3733 OFFICE (254) 527-4256(FAX)**

Investigations:

New Open Investigations: 2 (Identity Theft and Criminal Mischief-Theft of Service-Electric/Water)

Investigation Department have several open warrants approved and signed by Justice of Peace in Williamson and Bell County.

Code Enforcement:

Certified Letters sent: 33

Active Abatement Orders Issued: 4

Abatement Completed: 6

Active Priority Code Enforcement Cases in Court: 6

Animal Control:

Animal Control is scheduled for Basic Animal Control Officer training at Humane Education Academy on Monday(11/9/2020) and Tuesday(11/10/2020).

There were 7 dogs picked up in October and 2 dogs were release to the owner. The other dogs were taken to Williamson County Animal Shelter or the Bell County Animal Shelter.

Currently, City of Bartlett Animal Control is working on conducting a Trap, Neuter and Release program in reference to feral cats in the City of Bartlett. We hope to start this operation very soon in the months of Novemeber and December.



**BARTLETT POLICE DEPARTMENT
202 NORTH DALTON STREET
BARTLETT, TEXAS 76511
(254)527-3733 OFFICE (254) 527-4256(FAX)**

To: Mayor Mees and City of Bartlett Councilmembers

From: Markus Holt, Chief of Police

Re: October 2020 Departmental Report

Patrol:

Traffic Enforcement increased in the month of October resulting in approximately 200 traffic stops. There were 178 citations issued with 200 violations to violators for traffic violations and city ordinance violations. The following are the violations issued:

Speeding School Zone: 81

Speeding 1-10 Over Posted Speed Limit: 15

Speeding 11-15 Over Posted Speed Limit: 36

Speeding 16-20 Over Posted Speed Limit: 16

Speeding 21-24 Over Posted Speed Limit: 3

No Liability Insurance: 18

No Drivers License: 7

Expired Registration: 5

Driving While License Invalid/Suspended: 9

Disregard Stop Sign: 1

Fail to Yield: 1

No Headlight: 3

City Ordinance Violations: 5 (Dog at Large, No Dog Registration, Trash and Rubbish, Junk Vehicles)



*CHAD MEES, MAYOR
DEAN ROOME, PRO TEMPORE
RAY USON, COUNCILMAN
VICKIE COOPER, COUNCILMAN
KATHY JONES, COUNCILMAN
BOBBY FREEMAN, COUNCILMAN*

Date 11/09/2020

Report: Public Works Department Monthly Report

Dates 10/1/20 to 10/31/20

Work orders submitted to Public Works are executed with efficiency and are prioritized according to public needs. Each work order is diligently strategized to provide service to each one according to safety regulations and TCEQ compliance.

For the month of October 1, 2020 to October 31, 2020

Total work orders Assigned: 162

Total work orders Completed: 124

- Repaired approximately 5 work orders of multiple pot holes on roads and right-of-ways
- Conducted a total of 15 utility connections and disconnections
- Located sewer and water lines on multiple properties upon request by permit department and gas companies
- Mow grass and weeds, and cut tree limbs of city properties; Mow/edge grass of private properties for Abatements
- Water: Completed approximately 30 water repairs
- Removal/Installation of water and electrical meters
- Conducted utility readings of residential and commercial water and electrical meters for monthly utility billing
- Conducted Re-Reads of water and electrical meters upon request by residents
- With the assistance of outside contractors, completed electrical service orders which included but not limited to repairing and replacing transformers, street lights, service drops, and cutting, removing, and disposing of branches from power lines.
-
- Addressed ongoing issues regarding any, and all city emergencies dealing with water leaks, power outages, water outages, etc on an on-call basis after hours, weekends, and holidays.



CHAD MEES, MAYOR
DEAN ROOME, MAYOR PRO TEM
VICKIE COOPER, COUNCILMAN
KATHY JONES, COUNCILMAN
RAY USON, COUNCILMAN
BOBBY FREEMAN, COUNCILMAN

Date: 11/3/20

Report: Municipal Court Monthly Report Dates 10/1/20 to 10/31/20

Bartlett Municipal Court was held on Tuesday October 27th, 2020 at 5:30 pm with 16 defendants present for court.

Court upheld COVID-19 guidelines with 2 officers present, masks on all, hand sanitizer, temperature check and attendees were given a number and asked to wait in their cars and wait to be called by the officer in charge.

Our next court date is scheduled for Tuesday November 24th, 2020 with the same restrictions.

For the month of October 1, 2020 to October 31, 2020

Total Fines collected: \$ 9687.25

Remitted to State: \$ 4479.43

Kept by City \$ 5207.82

New Cases: 178 TOTAL NEW FINES: \$ 56012.85

Total Cases on Docket: 165

Total Cases Disposed: 56

Total Active NEW Cases as of 11/1/20: 122

The files I inherited (250) from past administration that have been just sitting in office have been worked and failure to appear and warrants have been issued with the Judge signing off.

Brenda Kelley



*CHAD MEES, MAYOR
DEAN ROOME, PRO TEMPORE
RAY USON, COUNCILMAN
VICKIE COOPER, COUNCILMAN
KATHY JONES, COUNCILMAN
BOBBY FREEMAN, COUNCILMAN*

Date 11/9/2020

Report: Permit Department Monthly Report

Dates 10/1/20 to 10/31/20

All building permits are subject to abide by City of Bartlett developmental zonings and building ordinances accordingly.

For the month of October 1, 2020 to October 31, 2020

Total Fees collected: **\$2,085.00**

Total Permits issued: 15

Pending Permits in Review: 5

ATS Inspections completed: 2

ATS Inspections awaiting: 5



AGENDA ITEM #:

3

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

**INTERLOCAL AGREEMENT FOR FIRE CODE AND INVESTIGATIONS
BETWEEN THE CITY OF BARTLETT AND WILLIAMSON COUNTY**

This Interlocal ("Interlocal"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Section 352.019 of the Texas Local Government Code, between Williamson County ("COUNTY"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Williamson County, and the City of Bartlett ("LOCAL GOVERNMENT") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council,

In consideration of the foregoing and further consideration of the mutual promises, covenants, and conditions herein, the parties herby agree as follows:

I.

BASIC TERMS

COUNTY, by and through the Commissioners Court, herby affirmatively finds that the Project serves a public purpose.

COUNTY, by and through the Commissioners Court, herby affirmatively finds that COUNTY is specifically authorized by law to individually and independently undertake the Project on its own, with consent of LOCAL GOVERNMENT, as provided in this Interlocal.

LOCAL GOVERNMENT, by and through its City Council, herby affirmatively finds that LOCAL GOVERNMENT is specifically authorized by law to individually and independently undertake the Project on its own.

COUNTY and LOCAL GOVERNMENT, agree that, in performing the governmental functions contemplated in this Interlocal or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

COUNTY and LOCAL GOVERNMENT affirmatively find that the performance of this Interlocal is in the common interest of both parties, that undertaking this Interlocal will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Interlocal.

Neither COUNTY nor LOCAL GOVERNMENT intends for any third party to obtain a right by virtue of this Interlocal.

LOCAL GOVERNMENT agrees that COUNTY shall not be required to perform this Interlocal within any time limit.

COUNTY and LOCAL GOVERNMENT understand and agree that COUNTY is an Independent Contractor and that at no time will COUNTY's employees, agents or assignees be deemed for any purpose to be employees or agents of LOCAL GOVERNMENT,

COUNTY and LOCAL GOVERNMENT understand and agree that LOCAL GOVERNMENT is an Independent Contractor and that at no time will LOCAL GOVERNMENT's employees, agents or assignees be deemed for any purpose to be employees or agents of COUNTY.

COUNTY and LOCAL GOVERNMENT intend that the COUNTY Fire Marshal may enforce orders and decrees within the LOCAL GOVERNMENT as specifically required to do so by this Interlocal and that the COUNTY Fire Marshal may act in a cooperative and advisory capacity as provided in this Interlocal.

II. PURPOSE

The purpose of this Project is to provide for fire code premise inspection services and fire investigation services within LOCAL GOVERNMENT's city limits that are also inside COUNTY.

III. TERM

The term of this Interlocal will be from the date of execution by the last party hereto until midnight on November 30, 2020, and automatically renewing each December 1 for a one-year term. Either party may terminate this Interlocal, with or without cause, by giving at least ten(10) days written notice to the other party.

IV. PROJECT DESCRIPTION

A. Fire Code Premise Inspection Services

1. Fire Code Premise Inspection Services shall not begin until the following have all occurred:
 - a. The LOCAL GOVERNMENT has adopted the same local fire code as currently adopted by COUNTY; and
 - b. The LOCAL GOVERNMENT has adopted the same fee schedule for permits and inspections that apply to the unincorporated portions of the COUNTY.
2. Upon compliance with Section IV, (A) (1), LOCAL GOVERNMENT will identify premises that should comply with the current local fire code and will cause the owner or applicant to send plans, specifications and other data to the COUNTY Fire Marshal,
3. The COUNTY Fire Marshal will review, comment, issue permits, inspect and require corrections, follow-ups, etc., substantially the same way that the Fire Marshal does for premises outside City limits, and
4. The COUNTY will assess and collect, directly from the owner or applicant, the same fees for permits and inspections that apply in the unincorporated portions of the

COUNTY. The COUNTY is not responsible for filing or prosecuting enforcement proceedings.

5. It is understood that neither the current local fire code nor this Interlocal will apply to one-or two-family residential buildings.

B. Fire Investigation Services

1. COUNTY shall enforce all state and county regulations that relate to fires, explosions, or damages of any kind caused by a fire or explosion.
2. COUNTY shall work with the various firefighting and fire prevention units in the county, which includes assisting LOCAL GOVERNMENT to accomplish its powers and duties.
3. The COUNTY Fire Marshal shall conduct fire investigations and enforce orders/decrees within the municipality as provided in Texas Local Government Code Section 352.109.

V.

PROJECT LOCATION

The location of the Project is within the city limits of LOCAL GOVERNMENT.

SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

COUNTY will make its Fire Marshal and staff available for the purposes of the Project.

LOCAL GOVERNMENT'S RESPONSIBILITIES

LOCAL GOVERNMENT will be responsible for identifying premises which must comply with the current local fire code, causing the owner or applicant to send plans, specifications and other data to the COUNTY and filing or prosecuting enforcement proceedings. LOCAL GOVERNMENT shall also be responsible for contacting the County Fire Marshal to request Fire Investigation Services, when needed.

At LOCAL GOVERNMENT's sole expense, LOCAL GOVERNMENT will furnish the labor, equipment and materials necessary to perform its responsibilities under this Interlocal. LOCAL GOVERNMENT will provide all appropriate supervisory personnel necessary to coordinate the efforts of COUNTY and LOCAL GOVERNMENT personnel.

VI.

MISCELLANEOUS

By entering into the Interlocal, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Interlocal.

Nothing in this Interlocal shall create any rights or obligations in any party who is not a signatory to this Interlocal.

Nothing in this Interlocal will be deemed to constitute a waiver of sovereign immunity or powers of LOCAL GOVERNMENT, The County, the Williamson County Commissioners Court, or the Williamson County Judge.

This is the complete Interlocal by and between the Parties on the subject matter of the Interlocal. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Interlocal.

This Interlocal may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Interlocal, nor any modification or amendment of this Interlocal, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

In case any one or more of the provisions contained in this Interlocal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Interlocal and this Interlocal shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

The Parties mutually agree to act in good faith in the performance of this Interlocal.

Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

This Interlocal may not be assigned.

LOCAL GOVERNMENT agrees and understands that: by law, the Williamson County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Williamson County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Williamson County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Williamson County Attorney's Office was offered solely to benefit its client; LOCAL GOVERNMENT and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

It is expressly understood and agreed that this Interlocal will have no force or effect until duly executed by all parties and that it replaces any prior agreements, discussions, representations, warranties and/or covenants.

Notices, correspondence, and all other communications shall be address as follows:

If to COUNTY:

Williamson County
Attn: County Judge
710 S Main Street, Ste. 101
Georgetown, Texas 78626

If to LOCAL GOVERNMENT: City of Bartlett

ATTN: _____

Mayor

Address

IN WITNESS WHEREOF, the parties have executed this Interlocal on the dates indicated.

WILLIAMSON COUNTY:

Bill Gravell Jr., Williamson County Judge

Reviewed:

Date: _____

Fire Marshal

Attest:

Nancy E. Rister, Williamson County Clerk

City of Bartlett

Mayor

Attest:

Date: _____

City Secretary



AGENDA ITEM #:

4

City of Bartlett

Personnel Manual



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Article I. Policy Objective, Applicability, and Dissemination

Section 1.01. Policy Objective

The principle objective of the City of Bartlett's (the "City") personnel policies, as set forth in the City of Bartlett Personnel Manual (the "Manual"), is to promote professionalism and to provide a fair and equitable system of personnel management. These policies address the City's general overarching policies for personnel management, while providing limited flexibility to resolve issues not specifically addressed herein.

Section 1.02. Applicability

- (a) Notwithstanding federal, State, or other superior law, these policies apply to all officers and employees of the City; and
- (b) The Manual supersedes all policies, expressed or implied, in verbal or written form, and compliance is compulsory; and
- (c) The City reserves all rights to interpret, amend, and revise the Manual when deemed as necessary at the recommendation of the Mayor, and shall be enforceable, subject to the provisions set forth in Section IX, Complaint and Grievance Procedures; and
- (d) Words used in the masculine or feminine form, are used as gender neutral and applicable to either.

Section 1.03 Dissemination of the Manual

- (a) The City Secretary shall maintain a master of the Manual and ensure each Department Head maintains a current and verbatim copy of same; and
- (b) Each Department Head shall:
 - (i) cause each employee to receive a copy of the Manual, and to sign an acknowledgment indicating such receipt; and
 - (ii) inform each employee that they are responsible for being familiar with and accountable to the policies set forth herein and all subsequent changes; and
 - (iii) ensure changes are properly posted in the department's master copy, and that all department officers and employees are made aware of changes to the Manual; and
- (c) All officers and employees are responsible for becoming familiar with the Manual and have a right to review the master Manual, during the City's normal business hours.

Article II. Principal Provisions

Section 2.01. Code of Ethics

Officers and employees of the City hold their positions to serve and benefit all the Citizens of the City, and not for obtaining unwarranted benefit in the exercise and performance of their official powers and duties.

Officers and employees must acknowledge that they are representatives of the City and in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. These canons establish the altruistic standards for all officers and employees of the City:

- (a) Officers and employees must strive to uphold the Constitution and laws of the United States, the State of Texas, and the City; and
- (b) Officers and employees must not use, or permit to be used, their official position or duties for personal gain, that of a relative, or any third party entity; and
- (c) Officers or employees must disclose any interest which may be in conflict, or give the appearance of conflict, with any matter that might come before the City; and
- (d) Officers and employees may not acquire any interest in any venture which is, or may be construed, as being in conflict with their official capacities; and
- (e) Officers and employees must not solicit, accept, give, or promise any thing of value, nor will any officer or employee directly, or indirectly, induce another to solicit, accept, give, or promise any thing of value for personal or political gain:
 - (i) Officers and employees may accept gifts with a token value of less than \$25.00, but must report such acceptance to their Department Head and such report will be noted in the officer or employee's personnel jacket; and
- (f) Officers and employees must be honest, trustworthy, and accountable in all that they say, write, and in all professional relationships; and
- (g) Officers and employees must be committed to accomplishing all tasks in a superior way, and abstaining from all behaviors that may tarnish the image of the City; and
- (h) Officers and employees must be dedicated to providing quality services by being cooperative and constructive, and by making the best and most efficient use of available City resources; and
- (i) Officers and employees must be fair and considerate in the treatment of fellow officers, employees, and Citizens, addressing concerns and needs without bias; and
- (j) No officer or employee may take, acquire or purchase any property of the City, of any nature or kind whatsoever, for himself or any other person; this subsection shall not prohibit any employee from bidding on surplus City property at a properly noticed public auction authorized by the City of Bartlett City Council (the "Council"); and
- (k) Officers and employees must be aware, and recognize that policy decisions are ultimately the responsibility of the Council.

Section 2.02. Organization of Personnel

- (a) As the Chief Executive Officer of the City, the Mayor of the City of Bartlett (the “Mayor”) or his designee is responsible for the administration of the personnel program and shall establish policies for the day to day management of the City which are not inconsistent with the Manual; and
- (b) The Mayor shall advise the Council on personnel matters and recommend changes in the personnel policies, rules, regulations, and any other changes which the Mayor may deem necessary; and
- (c) The Mayor shall serve as the Department Head for department heads, all senior staff officers and staff employees, and may discipline any employee of the City, up to and including termination, except the Chief of Police and Fire Chief, which the Mayor may discipline, up to and including indefinite suspension without pay; and
- (d) The Council, through the budget process as set forth in Texas Local Government Code, §§ 102 and 141, shall set the compensation of all officers and employees, in consideration of the Mayor's recommendations; and
- (e) The Council, as the quasi-judicial review board, shall serve as the final authority for the City in all disciplinary actions when warranted by the policies set forth in the Manual; and
- (f) Department Heads shall serve as the first level of senior supervision, and are expected to effectively supervise their employees to maintain positive working relationships and to ensure employee compliance with the Manual; and
- (g) Department Heads shall manage their respective department; to that end, and subject to the rights of employees to appeal, Department Heads:
 - (i) shall set the example for all subordinates on behavior and compliance with the Manual; and
 - (ii) may adopt and enforce departmental policies and regulations that are not inconsistent with the Manual or superior law, and are approved by the Mayor; and
 - (iii) shall report on the efficiency of their subordinates to the Mayor; and
 - (iv) shall have the authority to employ, reassign, and terminate employees within their respective departments, subject to the limits of the approved budget and coordination with the Mayor.

Article III. Applications and Conditions of Employment

Section 3.01. Equal Employment Opportunity and Americans with Disability Act Policy

The City is committed to equal opportunities for all and respects and values the diversity among all our officers and employees, and all those with whom we do business, therefore, the City must ensure business activities are free of all forms of discrimination and harassment.

As such, all activities such as hiring, promotions, and compensation of employees, will be conducted without regard to age, color, disability, gender, gender identity or expression, genetics, marital status, national origin, race, religious or political perspective or affiliation, or sexual orientation. These business activities and administration of officer and employee benefit plans comply with all applicable laws.

For qualified people with disabilities, the City makes workplace accommodations that make all efforts to comply with applicable laws, and which the City determines are reasonable and needed for effective job performance.

Where specific age, sex, or physical or mental requirements constitute a necessary or mandatory occupational qualification, appropriate consideration of such factors is permitted.

Any officer or employee who feels they have been discriminated against, should defer to Section IX, Complaint and Grievance Procedures.

Section 3.02. Nepotism

- (a) No person related within the third degree of consanguinity or the second degree of affinity, to the Mayor, any member of the City Council, Department Head, or the hiring authority, shall be employed in or appointed to any office, position, other service, or award of contract (Appendix 1); and
- (b) No person related within the third degree of consanguinity or the second degree of affinity, shall be employed or appointed to positions in the same department; and
- (c) Notwithstanding any superior law, Department Heads who believe an appointment is justified by extraordinary circumstances, may petition the Council for an exception, which must be approved by a two-thirds majority of the Council; and
- (d) Officers and employees are required to notify their department head when a conflict with this section arises; and
- (e) The prohibitions of Sections 3.02(a), (b), and (c) shall not apply to any person who was employed by the City prior to the time of election or appointment of the official related within a prohibited degree.

Section 3.03. At Will Employer

All non-elected officers and employees are hired for an indefinite period of time, and the City, officer, or employee is free to terminate their relationship at will, with or without cause, at any time.

Section 3.04. Disclosure of Potentially Discriminatory Information

In the course of evaluating potential employees and responding to mandatory demographic criteria, employees and applicants may be required to provide personal information. Requests for personal information, as covered under Section 3.01, will only be collected to fulfill mandatory demographic reporting criteria or facilitate City programs.

Such information will be protected according to applicable law, and no appointment to, or removal from, a position with the City shall be directly or indirectly influenced by the misuse of any information requested or obtained for permitted uses.

Employees and applicants may decline to respond; however such declination, may result in the employee or applicant being denied continued employment, consideration, or benefits.

An employee or applicant should defer to Article IX, Complaint and Grievance Procedures, if they believe personal information was used in a discriminatory manner.

Section 3.05. General Basis of Employment

All positions within the City shall be based on work related qualifications:

- (a) Education, training, licenses, certifications, and work experience as listed on the application and applicant provided documentation; and
- (b) Position related written and performance tests; and
- (c) Position related physical and psychological examinations, and drug panel screening; and
- (d) Appropriate background checks for conviction of crimes involving moral turpitude, felonies, credit history, and moving traffic violations; and
- (e) Reference checks.

Section 3.06. Application and Pre-Employment Selection

- (a) When directed by the Mayor, the City Secretary shall post vacant positions to be filled for no less than two (2) weeks in the official newspaper, on the City web site, at City Hall, and in other media deemed appropriate by the Mayor and Department Head; and
- (b) All applications will be accepted and all persons seeking employment will be required to complete and submit an official application to the City Secretary; and
- (c) Application forms will be secured until the filing deadline. The City Secretary shall retain a copy and forward all original applications to the appropriate Department Head; and
- (d) Potentially eligible candidates will be selected from among the applications submitted and the City Secretary shall obtain a basic criminal history, and the Department Head shall check references; and
- (e) If an interview is warranted, the Department Head shall schedule with the candidate; however, offers of employment, formal, conditional, or otherwise, can not be made at the time of the interview; and

- (f) The candidate must present a driving history, copies of applicable licenses and certifications, and other necessary documentation at the time of the interview; and
- (g) After all interviews are taken, if the Department Head determines that a candidate is acceptable and meets the qualifications of the position, the Department Head may extend a conditional offer of employment and schedule the candidate for any mandated pre-employment physical and psychological examinations; and
- (h) In accordance with the City's Zero Tolerance policies, all candidates who are given conditional offers, must undergo drug panel screenings (see Appendix 4 – Controlled Substance Testing Protocol).

Section 3.07. Disqualification from Consideration

The Mayor or the Department Head of the applicable department may reject any application, which indicates, on its face, that the applicant:

- (a) does not meet the experience, licensing and certification, and education requirements set forth in the job description; or
- (b) appears to have made false statements on the application or appears to have been deceptive in any manner during the recruitment process; or
- (c) is limited by the provisions of any retirement plan; or
- (d) the applicant refuses to provide mandatory employment information; or
- (e) cannot or will not comply with the City's policies, rules and regulations; or
- (f) the applicant was an officer or employee of the City, in any capacity, or contracted, in any capacity, with the City, within the last year of the date of application.

Section 3.08. Appointments

- (a) Qualified officers and employees shall be given hiring preference; and
- (b) No formal offers of employment are to be extended prior to completion of the entire recruitment process; and
- (c) Upon acceptance of the formal offer of employment, the City Secretary shall coordinate a start date with the new officer or employee to review, verify, and complete all employment records and enrollment forms. The City Secretary shall also give the employee a copy of the Manual and notify the Department Head the new officer or employee is eligible to begin work; and
- (d) Excepting positions requiring licenses or certifications, if no candidate possessing the minimum qualifications, or if no candidate accepts the formal employment offer, the vacant position may be filled by an unqualified applicant at the appropriate pay scale level; and
- (e) Officers and employees who apply for open positions, are subject to all the terms and provisioning of that position and are not entitled to retain current compensation.

Section 3.09. Emergency Response Time

All employees who are required to respond to off duty situations, must reside no more than thirty (30) minutes travel time to the City.

Section 3.10. Fitness of Duty

- (a) Department Heads may require an employee to submit to an examination by a City approved physician when it appears that the physical or mental condition of an employee may prohibit the employee from adequately performing the employee's job duties, and may constitute threat or hazard to themselves, other officers and employees, Citizens, or property; and
- (b) The employee shall be granted administrative leave during the examination and without expense to the employee, for the sole purpose of determining the officer or employee's fitness for duty; and
- (c) The examining physician shall make a recommendation as to whether the officer or employee should be continued in the present position, be considered for a leave of absence, or otherwise not be continued in the present position; and
- (d) The officer or employee shall authorize the physician to disclose the recommendation to the Department Head, who will determine an appropriate response.

Section 3.11. Resignation

- (a) An officer or employee who has reason to leave the employment of the City must give notice to the officer or employee's department head before the effective date of the resignation.
- (b) Such notice may be verbal or in writing.
- (c) No officer or employee may be employed by the City, in any capacity, or contract with the City, for a period of not less than one (1) year following the officer or employee's resignation.

Section 3.12. Retirement

- (a) All regular full-time officers and employees are required to become members of the Texas Municipal Retirement System (the "TMRS"). Accidental death and disability benefits are also incorporated into this retirement plan should an officer or employee become qualified for benefits prior to retirement.
- (b) TMRS provides eligible officers and employees with retirement benefits based on the City's five (5) year vesting plan, with retirement at or after age 60, or at any age after five (5) years of participation in the TMRS plan.
- (c) Funds contributed by the employee may only be withdrawn upon retirement or resignation. Only the employee's contributions, plus interest, if any, are refunded when an employee resigns or retires and elects to withdraw his contribution.
- (d) Full details of the retirement plan are outlined in the TMRS Handbook.

Section 3.13. Requests for Employment Verification

- (a) Information regarding the employment of all current and former City officers and employees, must be made by written request to the City Secretary or Chief of Police.
- (b) In the absence of a written release signed and witnessed therefor by the current or former officer or employee, only the following information may be released:
 - (i) The dates the officer or employee began and ended employment with the City; and
 - (ii) The officer or employee's beginning and ending salary or wage rates; and
 - (iii) The positions held by the officer or employee while employed by the City; and
 - (iv) As permitted under Texas Labor Code § 103, the Department Head may respond to requests from a prospective employer regarding performance of a current or former officer or employee.

Section 3.14. Non-City Occasional and Part-Time Employment

- (a) Officers and employees shall consider their employment with the City as the officer or employee's primary employer; and
- (b) Department Heads shall approve occasional and part-time employment, whether voluntary or compensated, if the work does not constitute a conflict of interest, does not interfere with the officer or employee's normal duties, and does not involve the use of City resources; and
- (c) Injuries and disabilities sustained during occasional and part-time employment, must be reported to the City within seventy-two (72) hours, and may not be covered by the City's benefits program.

Section 3.15. Lay Off

The City may lay off an officer or employee as a result of changes in duties or organization, or lack of work or funds. A two (2) week written notice of impending lay-off shall be given prior to the effective date of the lay-off and no other notice will be necessary.

Article IV. Attendance and Leave

Section 4.01 Attendance

- (a) Officers and employees must be present at their designated workplace, and ready to perform assigned duties in accordance with the Manual regarding hours of work, holidays, and leaves; and
- (b) Department Heads shall keep daily attendance records of officers and employees within their department and ensure compliance with the Manual; and
- (c) All approved absences shall be reported on a leave form and turned in with the attendance records each pay period; and
- (d) If an officer or employee expects to be tardy or absent, the officer or employee must notify his supervisor or department head as soon as practical; failure to notify the supervisor or department head may result in disciplinary action.

Section 4.02. Hours of Operation

All general workplaces of the City, will be kept open continuously from 8:00 a.m. until 5:00 p.m., Monday through Friday, except for holiday closures authorized by the City; all other workplace hours of operation will be determined by appropriate policy.

Section 4.03. Vacation Leave

Vacation leave is earned by full-time officers and employees according to the following anniversary schedule:

- (a) First through fifth year anniversary – forty (40) hours; and
- (b) Sixth through fourteenth year anniversary - eighty (80) hours; and
- (c) Fifteenth plus year anniversary – one hundred twenty (120) hours; and
- (d) The hours earned, will be posted on each anniversary date; and
- (e) No officer or employee may accrue vacation leave in excess of eighty (80) hours. Vacation hours in excess of eighty (80) hours will be forfeited without pay; and
- (f) All other officers and employees may be granted vacation leave without pay.

Section 4.04. Sick Leave

- (a) All full time officers and employees will be credited forty (40) hours of sick leave per year; and
- (b) Sick leave will be credited to each full time officer and employee immediately following successful completion of their initial probationary period, and upon their anniversary date thereafter; and
- (c) Sick leave is not discretionary leave and will only be used for an authorized absence involving an illness or injury, whether personal or involving their child who has not yet attained the age of eighteen (18) years of age and are still attending school; and
- (d) Any absence of an officer or employee involving a claim for sick leave, whether

compensated or not, for more than an officer or employee's standard workday, or carries over to the following day, must be verified by a qualified physician; and

- (e) Officers and employees who consistently use their sick leave as it is credited or who fail to accumulate sick leave are required to submit a doctor's statement in support of the alleged illness or injury; and
- (f) No officer or employee may accrue sick leave in excess of two hundred forty (240) hours. Sick leave hours in excess of two hundred forty (240) hours will be forfeited without pay.
- (g) All other officers and employees may be granted sick leave without pay and are subject to the same verification policies as full time officers and employees.

Section 4.05. Military Leave

Military leave shall not exceed the time as shown on the officer or employee's military orders and will be governed pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 and Texas Government Code §437.202, LEAVE OF ABSENCE FOR PUBLIC OFFICERS AND EMPLOYEES.

Section 4.06. Family and Medical Leave Act (FMLA) Leave

The City does not meet the requirements of the Family and Medical Leave Act.

Section 4.07. Maternity Leave

- (a) Any female employee is entitled to up to six (6) weeks of maternity leave without loss of employment; and
- (b) Maternity leave is not paid leave, except that accrued vacation and sick leave hours may be used concurrently with maternity leave, to offset any loss of pay.

Section 4.08. Emergency and Bereavement Leave

- (a) Full time officers and employees may be granted emergency leave with pay for a period not to exceed three (3) days in case of death, traumatic injury, or severe illness of any member within the second degree consanguinity or affinity; and
- (b) All other officers and employees may be granted emergency leave without pay for a period not to exceed three (3) days in case of death, traumatic injury, or severe illness of any member within the second degree consanguinity or affinity.

Section 4.09. Severe Illness and Debilitating Injury Leave

- (a) A qualified physician's statement that the officer or employee, or a family member within the first (1st) degree of consanguinity or affinity, is unable to return to work or requires constant care, will be required for an employee to be authorized Severe Illness and Debilitating Injury leave; and
- (b) Such leave is without pay, except that vacation and sick leave may be used concurrently to offset any loss of pay; and
- (c) Leave resulting from or necessitated by any cause of severe illness or debilitating injury, will not exceed two hundred forty (240) hours; and

- (d) Any leave in excess of two hundred forty (240) hours constitutes an unusual hardship on the City and may result in termination of employment.

Section 4.10. Leave to Attend Voting, Jury Duty, Court Subpoenas

- (a) All officers and employees will be allowed one (1) hour of paid time to vote in federal, State, or local elections; and
- (b) Officers and employees called to jury duty will be paid, except that any compensation from such jury duty, will be deducted from the officer or employee's pay; and
- (c) Officers and employees called to testify on behalf of the City, will be paid for the actual hours giving such testimony.

Section 4.11. Leave of Absence

- (a) Officers and employees may request leave not otherwise addressed in the Manual; and
- (b) Such leave will be without pay; and
- (c) The City does not guarantee continued employment; and
- (d) Authorized leaves of absence with or without pay, will not exceed two hundred forty (240) hours per annum, except as allowed pursuant to any superior law.

Section 4.12. Absence Without Leave

- (a) No officer or employee may absent himself from duty for any amount of time without the permission of the officer or employee's Department Head; and
- (b) Any such absence will be without pay and will subject the officer or employee to disciplinary action, up to and including termination.

Article V. Wages, Salary, and Other Compensation

Section 5.01. Pay Period

- (a) The City shall pay all officers and employees on a bi-weekly basis, beginning on Wednesday, and ending on the second Tuesday following; and
- (b) Salaried officers and employees will be paid an amount equal to their annual salary divided by the number of annual pay periods. Hourly officers and employees will be paid for the hours worked and due compensation; and
- (c) Department Heads must submit, by 12:00 p.m., attendance sheets the Wednesday immediately following the Tuesday ending the pay period, in order for his department officers and employees to receive pay on the Friday following the Tuesday ending the pay period; and
- (d) No officer or employee will be compensated for hours or benefits not earned.

Section 5.02. Overtime and Compensatory Time

- (a) All overtime must be approved by the Department Head. Overtime not approved will subject the officer or employee to disciplinary action; and
- (b) When permitted, one and one-half (1.5) hours shall accrue for all officers and employees electing compensatory time in lieu of overtime pay. When practical, all accrued compensatory time must be taken during the current pay period, otherwise such overtime will be paid, except exempt officers and employees who will forfeit such time and pay.

Section 5.03. On Call and Standby Pay

- (a) An officer or employee who volunteers or is required to remain on-call or standby on the City's premises, is engaged in productive hours; and
- (b) An officer or employee who volunteers or is required to remain on-call or standby at home or who is allowed to leave a message where she can be reached, is engaged in non-productive hours; and
- (c) Officers and employees on-call or standby, will have a response time of no more than thirty (30) minutes; and
- (d) Officers and employees will be compensated according to the City's approved budget.

Section 5.04. Lectures, Meetings and Training

Approved attendance of lectures, meetings, and training programs, will be compensated as productive hours worked.

Section 5.05. Holiday Compensation

The City will observe the following official holiday closure schedule:

New Year's Day (January 1)
Martin Luther King, Jr. Day (Third Monday in January)

President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving (Fourth Friday in November)
Christmas Eve (December 24)
Christmas Day (December 25)

The following policies apply to all holidays and observances:

- (a) Department Heads shall give their officers and employees the opportunity to observe any holiday while still maintaining essential municipal functions. When not possible, Department Heads will ensure their officers and employees are offered alternative holiday time, which must be scheduled and taken within one (1) week of the holiday, whether before or after the holiday; and
- (b) For City observed holiday closures, full time, non-exempt officers and employees are entitled to receive pay equivalent to their standard work day hours; and
- (c) All other non-exempt officers and employees will be given holidays off without pay; and
- (d) In the event a full time, non-exempt employee of the City is required to perform duties on an official holiday closure and an alternative date is not possible, such officer or employee will be paid holiday pay in addition to actual hours worked; and
- (e) If an official holiday closure falls on a Saturday, the holiday will be observed the preceding Friday. If a holiday falls on Sunday, the holiday will be observed the following Monday; and
- (f) All officers and employees must work on the workday immediately preceding and immediately following a holiday, or will forfeit pay for the observed holiday; and
- (g) Observed holidays falling within a full time officer or employee's approved leave of absence, will not be charged for the day of approved leave, but will be paid holiday pay instead; and
- (h) An officer or employee desiring to observe a religious holiday not observed by the City, must be afforded preference to all other officer and employee requests for leave.

Section 5.06. Longevity Bonus

All full-time officers and employees employed for at minimum one (1) year are eligible for an annual longevity bonus at a rate of two dollars (\$2.00) for each continuous month of service with the City, up to a maximum of two hundred forty (240) months. The longevity bonus pay will be awarded annually to all then current full-time officers and employees, as a lump sum, and will be included in the first pay period of December.

Section 5.07. Travel Expenses

- (a) All officers and employees will travel and be reimbursed based on the least and most reasonable costs to the City, as determined by the officer or employee, Department Head, and City Secretary.
- (b) All officers and employees who travel to and from approved assignments, and when approved to use their own mode of transportation, will be paid mileage at the then current federal mileage rate, based on the shortest route.
- (c) If required, hotel accommodations will be arranged by the City Secretary. If circumstances dictate, accommodations will be reimbursed upon the submission of a receipt, and based on the lowest and most reasonable rates available as determined by the City Secretary.
- (d) Approved per diem will be paid at the rate of \$30.00 per day, and reduced subject to the following qualifications and per meal rates:
 - (i) Per diem will only be paid if the officer or employee is expected to be displaced from home for more than twenty-four (24) hours; and
 - (ii) Approved meals are those first occurring following the beginning of approved travel as determined by the Department Head:
 - (A) If travel is approved to start after 1000 hours, lunch is the first meal; or
 - (B) If travel is approved to start after 1400 hours, dinner is the first meal; or
 - (C) If travel is approved to start after 1900 hours, breakfast is the first meal; and
 - (iii) Breakfast - \$6.50; and
 - (iv) Lunch - \$10.50; and
 - (v) Dinner - \$13.00.

Section 5.08. Performance Appraisal System

The purpose of the system is to improve productivity, to provide better communications between supervisors and those they supervise, to identify needs for training or other remedial actions among the workers, and to provide the cultivation of skills and abilities. Evaluations are aides and will be:

- (a) completed by the Department Head on the City's approved form; and
- (b) completed at least once each year; and
- (c) completed at any other time an employee is being considered for promotion, is in need of remedial action, or immediately following the conclusion of disciplinary action; and
- (d) used in the consideration of promotion eligibility of officers and employees; and
- (e) used in the consideration of disciplinary actions.

Section 5.09. Termination Pay

All employees who terminate employment with the City will receive all pay which may be due, subject to the following qualifications and exceptions:

- (a) All regular and overtime hours actually worked will be paid at the officer or employee's standard rate of pay; and
- (b) Except for reasons of disciplinary termination, officers and employees will be paid for unused vacation hours, up to eighty (80) hours, at their standard rate of pay; and
- (c) All unused sick leave hours are forfeited when an officer or employee separates from employment, except officers and employees who are laid off for economic reasons of the City, who will be paid for unused sick leave hours, up to eighty (80) hours, at their standard rate of pay; and
- (d) Reductions for amounts the employee owes the City or for substantiated damages resulting from negligent, malicious, or intentional acts of the officer or employee with respect to property or assets of the City.

Article VI. Benefits and Deductions

Section 6.01. Badges and Uniforms

- (a) The City will provide all officers and employees with badges to identify them as official City officers and employees.
- (b) Public Works officers and employees will be provided uniform shirts in order to assure a neat appearance and further identify the worker as a municipal employee.
- (c) Police officers will be provided uniforms in accordance with Council approved budgets.
- (d) Officers and employees provided with uniforms must wear, maintain, and return those uniforms upon separation.
- (e) All other officers and employees must dress appropriately for the duties they are assigned.

Section 6.02. Insurance

- (a) Life and health insurance are provided to all full time officers and employees through a group insurance policy; and
- (b) This insurance is provided as by the City at no cost to the officer or employee; and
- (c) At the officer or employee's option and expense, dependent insurance coverage is also available; and
- (d) Coverage may be continued with certain limitations consistent with the Consolidated Omnibus Budget Reconciliation Act (COBRA), upon termination, provided the premiums are paid entirely by the officer or employee.

Section 6.03. Retirement

All regular full-time officers and employees are required to become members of the Texas Municipal Retirement System (TMRS). Enrollment shall be accomplished in accordance with the TMRS guidelines. Details of the retirement plan are outlined in the TMRS handbook.

Section 6.04. Social Security

All officers and employees of the City are covered under the Federal Insurance Contributions Act (FICA). This government insurance alleges to provide retirement, disability, and death benefits and are funded through mandatory payroll deductions by the officer or employee and matched by the City.

Section 6.05. Unemployment Compensation

All employees of the City are covered, as applicable, under the State unemployment compensation program. This program provides payments for unemployed workers in certain circumstances as provided by law. The City pays an unemployment tax on behalf of each employee to finance this benefit.

Section 6.06. Worker's Compensation Insurance

The City participates in Worker's Compensation Insurance coverage for employees. When an employee is injured on-the-job the employee must immediately report the injury to his supervisor or department head.

Article VII. Anti-Abuse Policies

Section 7.01. Sexual Harassment Policy

All employees should be able to enjoy a work environment free from all forms of unlawful discrimination, including sexual harassment.

- (a) Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is motivated in whole or in part by a person's sex, that is not welcome and is personally offensive, or that lowers morale and that, therefore, interferes with an employee's work effectiveness.
- (b) Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship.
 - (i) No employee either male or female should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. A finding that an employee has committed any form of sexual harassment will result, at minimum, in a written warning being issued and placed in the employee's personnel file.
 - (ii) No employee or officer of the City shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development. A finding that an employee has committed any such form of sexual harassment will result in severe disciplinary action up to and including transfer, demotion, suspension, or termination from employment.
- (c) Sexual harassment occurs in many forms, including but not limited to, unwelcome physical contact, verbal abuse, leering, gestures, and more subtle advances and pressure inviting sexual activity. Such conduct includes instances in which:
 - (i) Submission to the advances is made a term or condition for obtaining employment opportunities or avoiding adverse employment action;
 - (ii) Submission to or rejection of the advances is used as the basis for making any employment decision; or
 - (iii) Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
- (d) Sexual harassment of any type is strictly prohibited and will not be tolerated. If any employee feels they are being sexually harassed, they should promptly report such fact and advise the harasser that the conduct is offensive and that it must stop immediately. If any such unwelcome interest or conduct does not cease immediately upon demand by the employee, or if the employee is not comfortable confronting the harasser, the employee must report the matter to the employee's supervisor within twenty-four (24) hours. If such employee is unable or unwilling to speak with his/her supervisor about the alleged harassment, the conduct or incident must be reported directly to the next higher level of authority, the department head or the Mayor. Upon any supervisor, department head or officer, receiving a report of alleged sexual harassment, the Mayor

and all persons in the alleged offender's chain of command shall be advised of the report and appropriate action shall be promptly taken. The first action taken, in such event, shall include steps calculated to prevent reoccurrences of any such alleged incidents pending investigation and final resolution of the complaint. Each such report shall be investigated promptly and appropriate corrective action will be taken with the City Council's concurrence.

- (e) Any employee who complains of sexual harassment in good faith will be protected against retaliation or reprisal for making the complaint. However, the City recognizes that false accusations of sexual harassment can have serious effects on innocent men and women, their reputation, and their families. False accusations of sexual harassment will result in severe disciplinary action up to and including termination.

Section 7.02. Smoking Policy

- (a) The use of tobacco products is strictly prohibited in or within fifty (50) feet of all city owned buildings, vehicles, or other property, except in designated areas.
- (b) Designated smoking areas must be to the rear of city owned buildings and spaces, and will not be within fifteen (15) feet of any entrance or exit of any city owned building, vehicle, or other property. All designated smoking areas must have a "snuffer" tower and the designated area and "snuffer" will be maintained as necessary by tobacco users.

Section 7.03. Substance Abuse Policy

- (a) The City is committed to providing reliable, safe, healthy, and hazard free service to its Citizens, officers and employees and has a Zero Tolerance Policy regarding substance abuse; and
- (b) The City defines substance abuse as the illegal manufacture, possession, use, solicitation for or sale of drug paraphernalia, controlled substances, or prescription medication without or in violation of a licensed health care professional's supervision, the possession, solicitation for or sale of alcohol while in the workplace, or the excessive use of alcohol that negatively affects work performance; and
- (c) The City will perform pre-employment, post-accident, reasonable cause, and commercial licensed driver drug screening of all officers and employees; and
- (d) As allowed by law, random substance abuse testing may be performed with respect to all officers and employees having job duties that involve security and safety; and
- (e) Failure to comply with substance abuse policies will result in appropriate disciplinary action and when warranted, criminal investigation.

Section 7.04. Use of Technology

- (a) Technology provided by the City, (including, but not limited to computers, networks, wired and wireless communications, printers, and copy machines) must be used in compliance with all applicable federal, State, and City policies, and is provided strictly for work related activities.

- (b) Officers and employees have no right to privacy with regard to technology usage as all City owned technology is monitored and subject to the Texas Government Code § 552, Public Information Act.
- (c) Misuse of City owned technology will result in appropriate disciplinary action and when warranted, criminal investigation.

Section 7.05. Employee Operation of City-Owned Vehicles

- (a) No employee may operate a City-owned vehicle unless the employee possesses a valid driver's license appropriate for that vehicle and is insurable by the City's insurer; and
- (b) Any employee required to operate a City-owned vehicle as part of their duties, must immediately notify the Department Head, should the employee's driver's license expire or be suspended, or the employee becomes uninsurable; and
- (c) The City shall verify, at least annually, that every employee who operates City-owned vehicles has a valid license and insurance; and
- (d) Employees whose positions require the operation of a City-owned vehicle, are expected to obey all traffic laws and avoid accidents at all times, even when driving personally owned vehicles during non-working hours; and
- (e) Employees who fail to maintain a satisfactory driving record and insurability, shall be deemed in violation of the Manual and will be subject to disciplinary action. The following offenses shall be grounds for immediate termination:
 - (i) a conviction for driving under the influence of alcohol or controlled substances; or
 - (ii) operating a City vehicle while their driver license or insurance is invalid.

Article VIII. Adverse Actions

Section 8.01. Violations of Policy

- (a) Any officer or employee who violates the policies set forth herein, will be subject to disciplinary action, up to and including termination, except elected officers and employees who cannot be terminated or reassigned from their elected office. Officers and employees have a limited right to disciplinary actions that are progressive; however, consideration will be given to the individual circumstances when determining the appropriate disciplinary actions to be taken.
- (b) In taking any action with respect to an applicant, officer, or employee, the Department Head shall consider whether the prior history and conduct of the individual evidences that the individual may reasonably be rehabilitated or expected to negatively interfere with the effective services of the City.

Section 8.02. Penalties

- (a) A department head or the Mayor may deny or reject any application, appointment or promotion, or counsel, reprimand, suspend with or without pay, demote, reassign, or terminate any officer or employee, except elected officers and employees who cannot be terminated or reassigned from their elected office, at any time the Department Head or Mayor determines that such action will promote the efficiency of the City's service; and
- (b) In such event, the officer or employee should be promptly served with written notice and informed that the employee has the right to appeal the matter through the Grievance Procedure; and
- (c) The written disciplinary action should set forth:
 - (i) the specific causes that resulted in the discipline; and
 - (ii) the discipline to be imposed; and
 - (iii) the effective dates of the imposed discipline; and
 - (iv) the consequences if the officer or employee continues to perform in a substandard manner; and
 - (v) contain a statement that the officer or employee may appeal the action; and
 - (vi) an acknowledgment that the officer or employee has received the notice of disciplinary action.
- (d) A copy of the disciplinary action will be given to the officer or employee, and the original will be filed in the officer or employee's permanent personnel file by the City Secretary.

Section 8.03. General Violations

The following violations are specific, but are in no way exhaustive:

- (a) Dishonesty. Taking property without authorization or permission; misuse of employer funds or property; cheating; forging or willfully falsifying reports, records, or documents; misuse of leave; any false action detrimental to the workplace; and

- (b) Disturbance. Fighting; using profane, abusive or threatening language; horseplay; causing injury to fellow employees through deliberate action or gross negligence; disrupting harmonious relationships between employees; and
- (c) Firearms. The illegal control of or possession by any officer or employee of a firearm on or about the person while on duty, is strictly prohibited; and
- (d) Incompetence. Inability or unwillingness to perform assigned work satisfactorily.
- (e) Indifference Toward Work. Failure to remain at work, inefficiency, loafing, carelessness, performing personal and non-City related business during working hours, abuse of eating and rest periods, sleeping or being inattentive during working hours; and
- (f) Insubordination. Willful failure or refusal to perform assigned work or fully comply with instructions or orders as assigned by any supervisor, Department Head, or the Mayor, except this does not apply to imminently dangerous situations. If the officer or employee believes the instruction or order, if followed, would result in physical injury or death to himself or another, or result in damage to City assets, the employee may defer action and request a confirmation by the next higher level of management; interfering with the work of others, mistreatment of the public or other employees; leaving work without permission; and
- (g) Misconduct. Any criminal offense or infamous or notoriously disgraceful conduct and other misconduct which could have an adverse effect on the employer; diminishes the confidence or trust of the public in the integrity of the City government; negatively affects workplace relationships; habitual misdemeanor convictions; felony conviction; and
- (h) Misleading and False Identification. Intentionally false statements, deception, or fraud in applications, examinations, representations made for appointment or promotion, or reports; possessing, using, or providing any City equipment, credentials, or services for other than official City; and
- (i) Political Activities. When not on duty or in uniform, an officer or employee of the City may engage in political activity and campaigns for and with respect to any entity. An employee who becomes a candidate for any City office, constitutes a resignation; and
- (j) Sabotage. Deliberate damage or destruction of City equipment or property; altering, removing or destroying City records; advocacy of or participating in unlawful trespass or seizure of City property; encouraging or engaging in slow-downs, sit-ins, strikes, or any other concerted efforts to limit or restrict officers and employees from working; conduct subversive to the proper order, discipline and morale of city employees; and
- (k) Statutory. Any statutory disqualification which makes the individual unfit for the job or failure to meet and maintain requirements of the individual's job description; and
- (l) Substance Abuse. Reporting to work, being on duty, or being on-call or standby in an unfit condition; being under the influence of alcohol; unlawfully under the influence of controlled substances; and
- (m) Unsatisfactory Attendance. Excessive tardiness, neglect of duties, or unauthorized absences will be grounds for dismissal; and

- (n) Violation of Safety Rules. Improper removal of safety guards, fire extinguishers, or other equipment designed to protect employees; failure to use safety equipment; failure to follow safety rules; failure to report an on-the-job injury, vehicle accident, or unsafe condition.

Article IX. Complaint and Grievance Procedures

Section 9.01. General Guidelines

It is the City's goal to treat all Citizens, officers and employees fairly in all respects. Citizens, officers, and employees who feel they have been subjected to unfair treatment or discrimination have the right to present grievances through simple and reasonable procedures. A grievance is defined as any complaint or problem concerning an officer or employee's duties or working conditions. Any officer or employee may present grievances under the procedures outlined below and will be free from restraint, coercion, or reprisal as a result.

Section 9.02. Procedural Steps

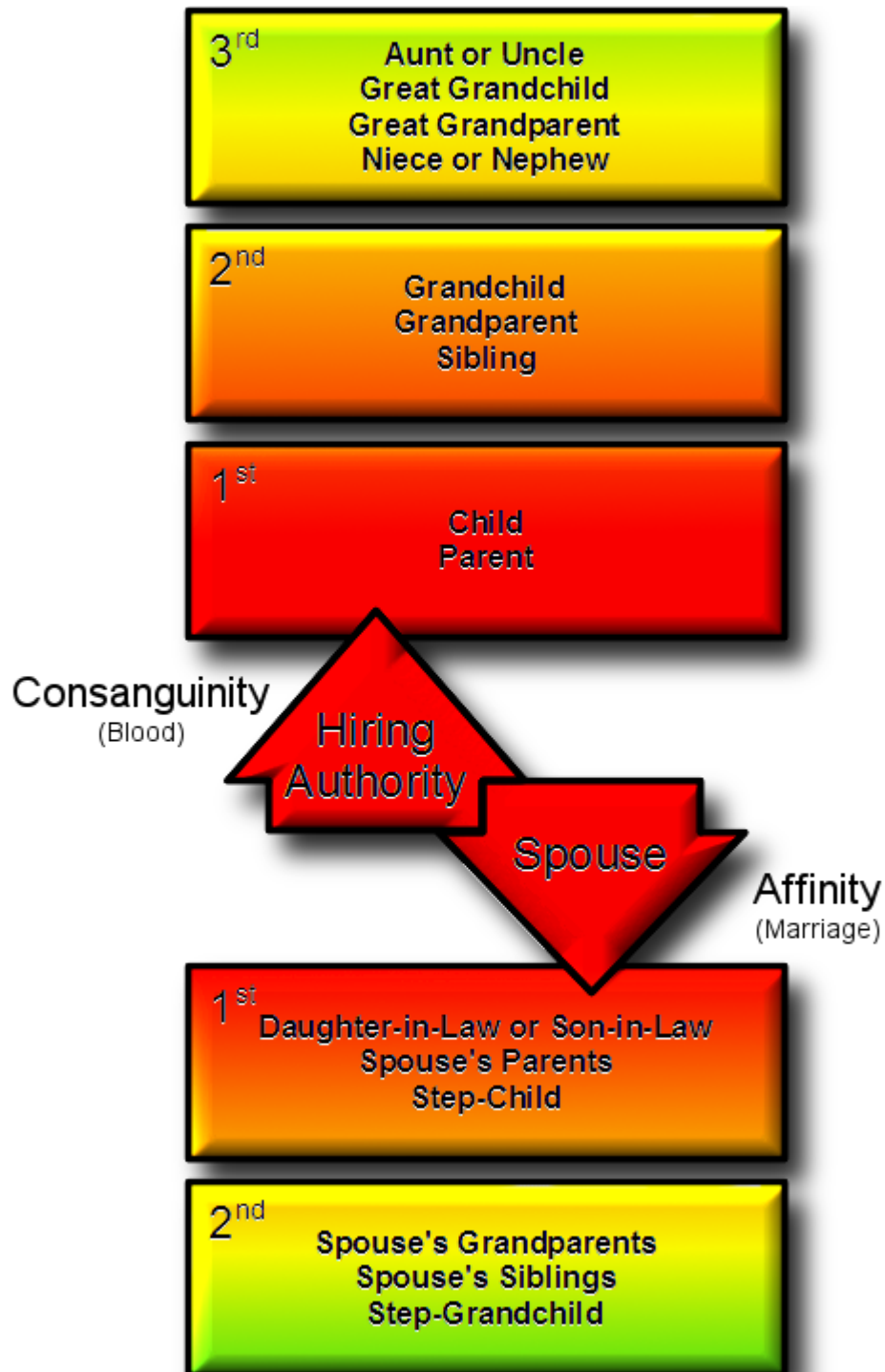
- (a) The grievance shall be in writing, legible, and must include the following information:
 - (i) date, time, and place of the alleged mistreatment, harassment, or discrimination; and
 - (ii) specify the nature of the grievance; and
 - (iii) explain why the action is improper; and
 - (iv) offer a suggested corrective action, and
 - (v) be signed by the complainant; and
- (b) The officer or employee must present the grievance to her immediate supervisor within five (5) calendar days of the alleged action; and
- (c) The immediate supervisor will notify the Department Head of the grievance within one (1) working day of receipt of the grievance; and
- (d) The immediate supervisor has five (5) working days from the date of receipt of the grievance to deny, amend, or uphold any appeal; and
- (e) (iii) If the grievance is not resolved between the officer or employee and the immediate supervisor, the officer or employee may request a review by the Department Head. The request must be in writing and filed with the immediate supervisor within three (3) calendar days of the earlier of the immediate supervisor's response or the expiration of the five (5) workday response period; and
- (f) The immediate supervisor shall, within one (1) work day, submit the original grievance, any relevant documentation, and the officer or employee's request to the Department Head who will have ten (10) working days of the date of the Department Head's receipt of the request to conduct a review, to deny, amend, or uphold any appeal; and
- (g) (iii) If the grievance is not resolved between the officer or employee and the Department Head, the officer or employee may request a review by the Mayor. The request must be in writing and filed with the immediate supervisor within three (3) calendar days of the earlier of the Department Head's response or the expiration of the ten (10) workday response period; and
- (h) The immediate supervisor shall forward the request within one (1) work day to the Department Head; and

- (i) The Department Head shall forward, within one (1) work day, the original grievance, any relevant documentation, and the officer or employee's request to the Mayor who will have ten (10) working days of the date of the Mayor's receipt of the request to deny, amend, or uphold any appeal; and
- (j) (iv) If the grievance is not resolved between the officer or employee and the Mayor, the officer or employee may request a hearing before the Council. The request must be in writing and filed with the immediate supervisor within three (3) calendar days of the earlier of the Mayor's response or the expiration of the ten (10) workday response period; and
- (k) The Mayor shall schedule a hearing before the City Council and notify the officer or employee of the the date and time the hearing will be held. The City Council may deny, amend, or uphold the appeal, and the City Council's decision shall be final.

Section 9.03. Grievances Without Basis

Grievances are serious matters and the City encourages officers and employees to file all legitimate, fact based complaints; equally so, frivolous, baseless, and false grievances are discouraged and will result in disciplinary action.

Appendix 1 - Nepotism Chart



Appendix 2 - Classes Of Employees

Full-Time (“FT”). A full-time officer or employee is an officer or employee serving in a position budgeted for two thousand eighty (2080) or more hours per year. FT officers and employees are eligible for all City offered compensations and benefits.

Part-time (“PT”). A part-time officer or employee is an officer or employee serving in a position that is budgeted for and regularly scheduled to work less than two-thousand eighty (2080) hours per year. PT officers and employees are not eligible for City offered compensations or benefits, except those mandated by State or federal law.

Temporary or Seasonal (“TS”). A temporary or seasonal officer or employee is appointed for a specific period of time, and has an anticipated date of termination. TS officers and employees are not eligible for City offered compensation or benefits, except those mandated by State or federal law.

Probationary (“PR”). All new officers and employees, except elected officials, shall be placed in a ninety (90) day probationary period. All officers and employees, except elected officials, are subject to being placed in a probationary status for disciplinary reasons.

Salaried (“SA”). A salaried officer or employee is an officer or employee compensated for the position. All salaried employees must, at all times, supervise at least three (3) other officers or employees. The salaried employee shall submit a time sheet each pay period and is expected to work an annual average of forty (40) or more hours per week.

Contractors, consultants, and other service professionals are not officers or employees of the City and are not eligible for benefits. Contractors, consultants, and service professionals are paid via invoices and require Internal Revenue Service Forms 1099.

Appendix 3 - Fair Labor Standards Act Summary

The Fair Labor Standards Act (the "FLSA") sets basic wage and overtime pay standards and regulates the employment of minors, however there are a number of employment practices which the FLSA does not regulate such as vacation, holiday, severance, or sick pay; meal or rest periods; recognized holidays; premium pay; non-standard work schedules; pay raises or fringe benefits; or discharge notices, reasons for discharge, or immediate payment of final wages.

The FLSA does not regulate the number of hours in a day or days in a week an officer or employee may be required or scheduled to work, including overtime hours.

When computing hours compensated, based on the FLSA, the following definitions and methods of calculating compensation will apply:

Exempt Employee. Must meet the FLSA standards of salary and regular supervision of two or more full time employees or equivalent thereof, has management as the primary duty of the position, and has genuine input into the job status of other employees. The FLSA does not prohibit an employer from requiring exempt employees to "punch a clock," work a particular schedule, or "make up" time lost due to absences.

Non-Exempt Employee. Any officer or employee who does not meet the FLSA definition of an exempt employee, is generally compensated on an hourly basis, and is entitled to the FLSA minimum wage and overtime standards.

Non-Productive Hours. Time an officer or employee is not actively and directly engaged in their assigned duties for the City and may be compensated for. Examples include vacation, sick, holiday, meal periods, and unpaid absences.

Overtime. The FLSA establishes forty (40) hours of productive hours per week as the time that must be worked before a non-exempt officer or employee is eligible for overtime compensation. Non-exempt law enforcement officers who are regularly scheduled to work eighty (80) hours or more of work per two-week cycle and exceed eighty-five and one half (85.5) hours of work per two week cycle is eligible for overtime compensation.

Productive Hours. Time an officer or employee is actively and directly engaged in their assigned duties for the City and must be compensated for.

Appendix 4 - Controlled Substance Testing Protocol

An immunoassay will be used for the initial test with the following cut-off levels:

INITIAL TEST

<u>SUBSTANCE</u>	<u>- CUT-OFF LEVELS (NG/ML)</u>
Marijuana Metabolites	100
Cocaine Metabolites	300
Opiate (Codeine and Morphine)	*300
Phencyclidine (PCP)	25
Amphetamines	1000
Alcohol	0.04

*25 NG/ML if immunoassay specific for free morphine.

All initially positive tests, using the original sample and at applicant, officer, or employee expense, may be confirmed by gas chromatography/mass spectrometry (GC/MS):

CONFIRMATION TEST

<u>SUBSTANCE</u>	<u>CUT-OFF LEVELS (NG/ML)</u>
Marijuana Metabolites (1)	15
Cocaine Metabolites (2)	150
Opiate (Codeine and Morphine)	150
Phencyclidine (PCP)	25
Amphetamines	500
(1) Delta-9-Tetrahydrocannabinol-9-Carboxylic Acid	
(2) Benzoylgonine.	

Appendix 5 - Acknowledgment Of Receipt

By my signature below, I, _____ ,
acknowledge:

- (a) I understand the City of Bartlett is an at-will employer and I am subject to termination for any reason or no reason at all, either voluntarily or involuntarily; and
- (b) I understand that the provisions contained in the City of Bartlett Personnel Manual (the "Manual") are applicable to me; and
- (c) I understand the City of Bartlett (the "City") will attempt to apply the policies and regulations set forth in the Manual, in a fair and impartial manner to achieve the City's overall objectives; and
- (d) I understand that I will be subject to substance abuse testing and that the compliance with such testing is a condition of continued employment; and
- (e) I understand the City will make every effort to provide a work environment free from all forms of harassment as defined by Title VII of the 1964 Civil rights Act; and
- (f) I understand the City reserves the right to change, modify, add, or eliminate any provisions therein, at any time, with or without notice. Any agreements, promises, or other instrument, whether written or verbal, expressed or implied, made to me, which conflict with the provisions of the Manual, are effective only if in writing and an act of the City Council; and
- (g) I understand that I may file grievances with respect to disciplinary decisions and actions affecting my employment with the City, provided that such grievances are consistent with the policies set forth in the Manual. A decision of the City Council, when applicable, will be final.

I have received a copy of the City of Bartlett Personnel Manual, affirm that I have had an opportunity to ask questions about the terms, provisions, meanings, application, and enforcement thereof, and agree to uphold the policies therein.

Date: _____

Signature of Employee

Signature of Department Head

Article VIII. Adverse Actions

Section 8.01. Violations of Policy

- (a) Any officer or employee who violates the policies set forth herein, will be subject to disciplinary action ~~, up to and including termination,~~ except elected officers and employees who cannot be terminated or reassigned from their elected office. ~~Officers and employees have a limited right to disciplinary actions that are progressive; however, consideration will be given to the individual circumstances when determining the appropriate disciplinary actions to be taken.~~
- (b) ~~In taking any action with respect to an applicant, officer, or employee, the Department Head shall consider whether the employee's work performance, length of service, prior disciplinary history, the severity of the conduct, and mitigating circumstances, if any, evidences that the individual may reasonably be rehabilitated or expected to negatively interfere with the effective services of the City.~~
- ~~(b)~~ In taking any action with respect to an applicant, officer, or employee, the Department Head shall consider whether the prior history and conduct of the individual evidences that the individual may reasonably be rehabilitated or expected to negatively interfere with the effective services of the City.

Section 8.02. Penalties

- (a) A department head or the ~~Mayor~~City Administrator may deny or reject any application, appointment or promotion, or counsel, reprimand, suspend with or without pay, demote, reassign, or terminate any officer or employee, except elected officers and employees who cannot be terminated or reassigned from their elected office, at any time the Department Head or ~~Mayor~~City Administrator determines that such action will promote the efficiency of the City's service.
- ~~(a)(b)~~ ~~The steps listed above will not necessarily be taken in the order listed and are intended to provide a range of disciplinary actions that may be used to fit the circumstances of the violation; and~~
- ~~(b)(c)~~ In ~~such the event~~ a department head or the City Administrator determines disciplinary actions are ~~needed~~event, the officer or employee should be promptly served with written notice and informed that the employee has the right to appeal the matter through the Grievance Procedure; and
- ~~(c)(d)~~ The written disciplinary action should set forth:
 - (i) the specific causes that resulted in the discipline; and
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- ~~(d)(e)~~ A copy of the disciplinary action will be given to the officer or employee, and the original will be filed in the officer or employee's permanent personnel file by the City Secretary.

Section 8.03. General Violations

The following violations are specific, but are in no way exhaustive:

- (a) **Dishonesty.** Taking property without authorization or permission; misuse of employer funds or property; cheating; forging or willfully falsifying reports, records, or documents; misuse of leave; any false action detrimental to the workplace; and
- (b) **Disturbance.** Fighting; using profane, abusive or threatening language; horseplay; causing injury to fellow employees through deliberate action or gross negligence; disrupting harmonious relationships between employees; and
- (c) **Firearms.** The illegal control of or possession by any officer or employee of a firearm on or about the person while on duty, is strictly prohibited; and
- (d) **Incompetence.** Inability or unwillingness to perform assigned work satisfactorily.

- (e) **Indifference Toward Work.** Failure to remain at work, inefficiency, loafing, carelessness, performing personal and non-City related business during working hours, abuse of eating and rest periods, sleeping or being inattentive during working hours; and
- (f) **Insubordination.** Willful failure or refusal to perform assigned work or fully comply with instructions or orders as assigned by any supervisor, Department Head, or the ~~Mayer~~City Administrator, except this does not apply to imminently dangerous situations. If the officer or employee believes the instruction or order, if followed, would result in physical injury or death to himself or another, or result in damage to City assets, the employee may defer action and request a confirmation by the next higher level of management; interfering with the work of others, mistreatment of the public or other employees; leaving work without permission; and
- (g) **Misconduct.** Any criminal offense or infamous or notoriously disgraceful conduct and other misconduct which could have an adverse effect on the employer; diminishes the confidence or trust of the public in the integrity of the City government; negatively affects workplace relationships; habitual misdemeanor convictions; felony conviction; and
- (h) **Misleading and False Identification.** Intentionally false statements, deception, or fraud in applications, examinations, representations made for appointment or promotion, or reports; possessing, using, or providing any City equipment, credentials, or services for other than official City; and
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- (j) **Sabotage.** Deliberate damage or destruction of City equipment or property; altering, removing or destroying City records; advocacy of or participating in unlawful trespass or seizure of City property; encouraging or engaging in slow-downs, sit-ins, strikes, or any other concerted efforts to limit or restrict officers and employees from working; conduct subversive to the proper order, discipline and morale of city employees; and
- (k) **Statutory.** Any statutory disqualification which makes the individual unfit for the job or failure to meet and maintain requirements of the individual's job description; and
- (l) **Substance Abuse.** Reporting to work, being on duty, or being on-call or standby in an unfit condition; being under the influence of alcohol; unlawfully under the influence of controlled substances; and
- (m) **Unsatisfactory Attendance.** Excessive tardiness, neglect of duties, or unauthorized absences will be grounds for dismissal; and
- (n) **Violation of Safety Rules.** Improper removal of safety guards, fire extinguishers, or other equipment designed to protect employees; failure to use safety equipment; failure to follow safety rules; failure to report an on-the-job injury, vehicle accident, or unsafe condition.

8.04 Discipline Appeal

- (a) An employee may appeal a disciplinary action, including termination, by filing a written request with the City Secretary within five (5) working days from the date of notification of disciplinary action taken. The City Council¹ will hear the appeal. All decisions and disciplinary actions by the City Council shall be final.
- (b) Any and all appeals filed later than five (5) working days after the date the employee is formally notified of disciplinary action shall be denied and the current status of the action shall become final.
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AGENDA ITEM #:

5



City Council Meeting – REGULAR

November 9, 2020

[No Attachments]



AGENDA ITEM #:

6



City of Bartlett, TX – Utility Billing Rates

Effective 10-1-2020

Utility	Rate		
Electric - Commercial	\$	30.00	Base Fee + \$0.0975 per KWH
Electric - Residential	\$	30.00	Base Fee + \$0.1215 per KWH
Garbage - Sales Tax	\$	2.07	1st Receptacle + \$1.66 Each Additional Receptacle
Garbage	\$	25.00	1st Receptacle + \$20 Each Additional Receptacle
Wastewater	\$	32.50	Base Fee
Water	\$	30.00	Base Fee + \$0.006125 per Gallon
W/WW Improvement Repayment	\$	8.50	Base Fee



AGENDA ITEM #:

7



Contract Numbers:
CE - #597-19
GM - #611-20

ZD1211-3-60 WEB QUOTE #1824396
Date: 11/2/2020 7:27:45 AM
-- Customer Information --
ROOME, DEAN
CITY OF BARTLETT
CORYL@WCTRACOR.COM
254.527.3219

Quote Provided By
WC TRACTOR - NAVASOTA
CORY LONG
10044 HWY. 6 SOUTH
NAVASOTA, TX 77868
email: CORYL@WCTRACOR.COM
phone: 2547421212

-- Standard Features --

-- Custom Options --



ZD1200 Series

ZD1211-3-60

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model #
D1105
24.8 Gross HP @ 3000 rpm
68.5 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

SAFETY EQUIPMENT

Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safty Switch

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

DIMENSIONS

Height 78.7"
Length 89.0"
Width Overall 73.8"
Wheelbase 56.7"

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped,
Adjustable

OPERATING FEATURES

Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Suspension Seat w/
Kubota Exclusive Seat Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

SIDE DISCHARGE MOWER

60" and 72" Kubota PRO Deck
w/ACS
8 Gauge, 6" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
Flexible Discharge Cover
3 Blades

FLUID CAPACITY

Fuel Tank 13.1 gal
Engine Coolant w/ Recovery
tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle
Gear 12.8 qts

+ Manufacturer Estimate

TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free
Rear 26 x 12.0 - 16 Turf, Low Profile

ZD1211-3-60 Base Price: \$16,299.00

(1) HITCH KIT ZD1200 PNF \$69.00
ZD3358-HITCH KIT ZD1200 PNF

Configured Price: \$16,368.00

BUY BOARD Discount: (\$3,600.96)

SUBTOTAL: \$12,767.04

Dealer Assembly: \$85.00

Freight Cost: \$255.00

PDI: \$250.00

Total Unit Price: \$13,357.04

Quantity Ordered: 1

Final Sales Price: \$13,357.04

**Purchase Order Must Reflect
the Final Sales Price**

**To order equipment – purchase orders must be made out and
returned to:**

**Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581**

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

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198.143.57.14



Contract Numbers:
CE - #597-19
GM - #611-20

ZD1211L-3-72 WEB QUOTE #1824397

Date: 11/2/2020 7:28:28 AM

-- Customer Information --

ROOME, DEAN
CITY OF BARTLETT
CORYL@WCTRACTOR.COM
254.527.3219

Quote Provided By
WC TRACTOR - NAVASOTA
CORY LONG
10044 HWY. 6 SOUTH
NAVASOTA, TX 77868
email: CORYL@WCTRACTOR.COM
phone: 2547421212

-- Standard Features --

-- Custom Options --



ZD1200 Series

ZD1211L-3-72

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model #
D1105
24.8 Gross HP @ 3000 rpm
68.5 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

SAFETY EQUIPMENT

Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safety Switch

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

DIMENSIONS

Height 78.7"
Length 93.7"
Width Overall 85.8"
Wheelbase 61.4"

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped,
Adjustable

OPERATING FEATURES

Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Suspension Seat w/
Kubota Exclusive Seat Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

SIDE DISCHARGE MOWER

60" and 72" Kubota PRO Deck
w/ACS
8 Gauge, 6" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
Flexible Discharge Cover
3 Blades

FLUID CAPACITY

Fuel Tank 13.1 gal
Engine Coolant w/ Recovery
tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle
Gear 12.8 qts

+ Manufacturer Estimate

TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free
Rear 26 x 12.0 - 16 Turf, Low Profile

ZD1211L-3-72 Base Price: \$17,099.00

(1) HITCH KIT ZD1200 PNF \$69.00
ZD3358-HITCH KIT ZD1200 PNF

Configured Price: \$17,168.00

BUY BOARD Discount: (\$3,776.96)

SUBTOTAL: \$13,391.04

Dealer Assembly: \$85.00

Freight Cost: \$255.00

PDI: \$250.00

Total Unit Price: \$13,981.04

Quantity Ordered: 1

Final Sales Price: \$13,981.04

**Purchase Order Must Reflect
the Final Sales Price**

**To order equipment – purchase orders must be made out and
returned to:**

**Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581**

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

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198.143.57.14



Contract Numbers:
CE - #597-19
GM - #611-20

ZD1211R-3-60R WEB QUOTE #1824399

Date: 11/2/2020 7:30:51 AM

-- Customer Information --

ROOME, DEAN
CITY OF BARTLETT
CORYL@WCTRACTOR.COM
254.527.3219

Quote Provided By
WC TRACTOR - NAVASOTA
CORY LONG
10044 HWY. 6 SOUTH
NAVASOTA, TX 77868
email: CORYL@WCTRACTOR.COM
phone: 2547421212

-- Standard Features --

-- Custom Options --



ZD1200 Series

ZD1211R-3-60R

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model #
D1105
24.8 Gross HP @ 3000 rpm
68.5 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

SAFETY EQUIPMENT

Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safety Switch

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

DIMENSIONS

Height 78.7"
Length 89.0"
Width Overall 63.0"
Wheelbase 56.7"

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped,
Adjustable

OPERATING FEATURES

Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Suspension Seat w/
Kubota Exclusive Seat Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

REAR DISCHARGE MOWER

60" and 72" Kubota PRO Deck
5.5" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
3 Blades
Bolt-on Skid Bars

FLUID CAPACITY

Fuel Tank 13.1 gal
Engine Coolant w/ Recovery
tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle
Gear 12.8 qts

^ Manufacturer Estimate

TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free
Rear 26 x 12.0 - 16 Turf, Low Profile

ZD1211R-3-60R Base Price: \$16,599.00

(1) HITCH KIT ZD1200 PNF \$69.00
ZD3358-HITCH KIT ZD1200 PNF

Configured Price: \$16,668.00

BUY BOARD Discount: (\$3,666.96)

SUBTOTAL: \$13,001.04

Dealer Assembly: \$85.00

Freight Cost: \$255.00

PDI: \$250.00

Total Unit Price: \$13,591.04

Quantity Ordered: 1

Final Sales Price: \$13,591.04

**Purchase Order Must Reflect
the Final Sales Price**

**To order equipment – purchase orders must be made out and
returned to:**

**Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581**

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

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198.143.57.14



Contract Numbers:
CE - #597-19
GM - #611-20

ZD1211RL-3-72R WEB QUOTE #1824402
Date: 11/2/2020 7:31:50 AM
-- Customer Information --
ROOME, DEAN
CITY OF BARTLETT
CORYL@WCTRACTOR.COM
254.527.3219

Quote Provided By
WC TRACTOR - NAVASOTA
CORY LONG
10044 HWY. 6 SOUTH
NAVASOTA, TX 77868
email: CORYL@WCTRACTOR.COM
phone: 2547421212

-- Standard Features --

-- Custom Options --



ZD1200 Series

ZD1211RL-3-72R

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model #
D1105
24.8 Gross HP @ 3000 rpm
68.5 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

SAFETY EQUIPMENT

Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safety Switch

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

DIMENSIONS

Height 78.7"
Length 93.7"
Width Overall 75.2"
Wheelbase 61.4"

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped,
Adjustable

OPERATING FEATURES

Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Suspension Seat w/
Kubota Exclusive Seat Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

REAR DISCHARGE MOWER

60" and 72" Kubota PRO Deck
5.5" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
3 Blades
Bolt-on Skid Bars

FLUID CAPACITY

Fuel Tank 13.1 gal
Engine Coolant w/ Recovery
tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle
Gear 12.8 qts

^ Manufacturer Estimate

TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free
Rear 26 x 12.0 - 16 Turf, Low Profile

ZD1211RL-3-72R Base Price: \$17,399.00

(1) HITCH KIT ZD1200 PNF \$69.00
ZD3358-HITCH KIT ZD1200 PNF

Configured Price: \$17,468.00

BUY BOARD Discount: (\$3,842.96)

SUBTOTAL: \$13,625.04

Dealer Assembly: \$85.00

Freight Cost: \$255.00

PDI: \$250.00

Total Unit Price: \$14,215.04

Quantity Ordered: 1

Final Sales Price: \$14,215.04

**Purchase Order Must Reflect
the Final Sales Price**

**To order equipment – purchase orders must be made out and
returned to:**

**Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581**

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

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198.143.57.14



Contract Numbers:
CE - #597-19
GM - #611-20

ZD1511LF-3-72 WEB QUOTE #1824405
Date: 11/2/2020 7:32:32 AM
-- Customer Information --
ROOME, DEAN
CITY OF BARTLETT
CORYL@WCTRACTOR.COM
254.527.3219

Quote Provided By
WC TRACTOR - NAVASOTA
CORY LONG
10044 HWY. 6 SOUTH
NAVASOTA, TX 77868
email: CORYL@WCTRACTOR.COM
phone: 2547421212

-- Standard Features --

-- Custom Options --



ZD1500 Series

ZD1511LF-3-72

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

4 Cylinder, Kubota Model #
V1505T w/ DPF
30.8 Gross HP @ 3000 rpm
91.4 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped,
Adjustable

FLUID CAPACITY

Fuel Tank 13.1 gal
Engine Coolant w/ Recovery
tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle
Gear 12.8 qts

DIMENSIONS

Height (rops up): 78.7"
Height (rops down): 64.6"
Length: 104.7"
Width Overall (w/o Mower)
60.6"
Wheelbase: 61.4"
Weight 2006 lbs.

* Manufacturer's estimate.

TIRES AND WHEELS

Front 15 x 6.5 - 8 Flat-free
Front 15 x 6.5 - 8 Flat-free

OPERATING FEATURES

Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Air Ride Suspension Seat
w/ Kubota Exclusive Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

SAFETY EQUIPMENT

Seat Safety Switch
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safty Switch

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

SIDE DISCHARGE MOWER

72" Kubota PRO Deck w/ACS
8 Gauge, 6" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
Flexible Discharge Cover
3 Blades

ZD1511LF-3-72 Base Price: \$22,199.00

Configured Price: **\$22,199.00**

BUY BOARD Discount: (\$4,883.78)

SUBTOTAL: **\$17,315.22**

Dealer Assembly: \$0.00

Freight Cost: \$210.00

PDI: \$250.00

Total Unit Price: \$17,775.22

Quantity Ordered: 1

Final Sales Price: \$17,775.22

**Purchase Order Must Reflect
the Final Sales Price**

**To order equipment – purchase orders must be made out and
returned to:**

**Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581**

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

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198.143.57.14



Contract Numbers:
CE - #597-19
GM - #611-20

ZD1511RL-3-60R WEB QUOTE #1824407
Date: 11/2/2020 7:33:07 AM
-- Customer Information --
ROOME, DEAN
CITY OF BARTLETT
CORYL@WCTRACTOR.COM
254.527.3219

Quote Provided By
WC TRACTOR - NAVASOTA
CORY LONG
10044 HWY. 6 SOUTH
NAVASOTA, TX 77868
email: CORYL@WCTRACTOR.COM
phone: 2547421212

-- Standard Features --

-- Custom Options --



ZD1500 Series

ZD1511RL-3-60R

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

4 Cylinder, Kubota Model #
V1505T w/ DPF
30.8 Gross HP @ 3000 rpm
91.4 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped,
Adjustable

FLUID CAPACITY

Fuel Tank 13.1 gal
Engine Coolant w/ Recovery
tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle
Gear 12.8 qts

DIMENSIONS

Height (rops up): 78.7"
Height (rops down): 64.6"
Length: 104.7"
Width Overall (w/o Mower)
59.4"
Wheelbase: 61.4"
Weight 1984 lbs.

* Manufacturer's estimate.

TIRES AND WHEELS

Front 15 x 6.5 - 8 Flat-free
Front 15 x 6.5 - 8 Flat-free

OPERATING FEATURES

Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Air Ride Suspension Seat
w/ Kubota Exclusive Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

SAFETY EQUIPMENT

Seat Safety Switch
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safty Switch

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

REAR DISCHARGE

MOWER
60" Kubota PRO Deck
5.5" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
3 Blades
Bolt-on Skid Bars

ZD1511RL-3-60R Base Price: \$21,199.00

Configured Price: \$21,199.00

BUY BOARD Discount: (\$4,663.78)

SUBTOTAL: \$16,535.22

Dealer Assembly: \$0.00

Freight Cost: \$210.00

PDI: \$250.00

Total Unit Price: \$16,995.22

Quantity Ordered: 1

Final Sales Price: \$16,995.22

**Purchase Order Must Reflect
the Final Sales Price**

**To order equipment – purchase orders must be made out and
returned to:**

**Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581**

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

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198.143.57.14



Contract Numbers:
CE - #597-19
GM - #611-20

ZD1511RLF-3-72R WEB QUOTE #1824408

Date: 11/2/2020 7:33:48 AM

-- Customer Information --

ROOME, DEAN
CITY OF BARTLETT
CORYL@WCTRACTOR.COM
254.527.3219

Quote Provided By
WC TRACTOR - NAVASOTA
CORY LONG
10044 HWY. 6 SOUTH
NAVASOTA, TX 77868
email: CORYL@WCTRACTOR.COM
phone: 2547421212

-- Standard Features --

-- Custom Options --



ZD1500 Series

ZD1511RLF-3-72R

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

4 Cylinder, Kubota Model #
V1505T w/ DPF
30.8 Gross HP @ 3000 rpm
91.4 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped,
Adjustable

FLUID CAPACITY

Fuel Tank 13.1 gal
Engine Coolant w/ Recovery
tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle
Gear 12.8 qts

DIMENSIONS

Height (rops up): 78.7"
Height (rops down): 64.6"
Length: 104.7"
Width Overall (w/o Mower)
60.6"
Wheelbase: 61.4"
Weight 2028 lbs.

* Manufacturer's estimate.

TIRES AND WHEELS

Front 15 x 6.5 - 8 Flat-free
Front 15 x 6.5 - 8 Flat-free

OPERATING FEATURES

Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Air Ride Suspension Seat
w/ Kubota Exclusive Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

SAFETY EQUIPMENT

Seat Safety Switch
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safty Switch

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

REAR DISCHARGE MOWER

72" Kubota PRO Deck
5.5" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
3 Blades
Bolt-on Skid Bars

ZD1511RLF-3-72R Base Price: \$22,699.00

Configured Price: \$22,699.00

BUY BOARD Discount: (\$4,993.78)

SUBTOTAL: \$17,705.22

Dealer Assembly: \$0.00

Freight Cost: \$210.00

PDI: \$250.00

Total Unit Price: \$18,165.22

Quantity Ordered: 1

Final Sales Price: \$18,165.22

**Purchase Order Must Reflect
the Final Sales Price**

**To order equipment – purchase orders must be made out and
returned to:**

**Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581**

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

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198.143.57.14



AGENDA ITEM #:

8

From: Amy Calderon
 To: Joseph, Benjamin
 Subject: TML Health Renewal/BCBS Transition-Bartlett
 Date: Wednesday, October 26, 2020 10:34:22 AM
 Attachments: image001.png
 image012.png
 image014.png
 image015.png
 image016.png
 image017.png
 image018.png

Good Morning Joseph,

Thank you for your membership in the TML Health Benefits Pool. It is an honor to partner with you to provide your employees with high quality benefit plans at an exceptional value. As we continue to make healthcare better for you, your employees, and their families, TML Health is excited to announce that **we are partnering with Blue Cross Blue Shield of Texas as our Third Party Administrator in the coming year.** This will allow us to offer you and your employees greater costs savings because of the strength of the Blue Cross Blue Shield network. Blue Cross Blue Shield of Texas also offers an expanded network of providers across the State of Texas. As part of this transition, we are also offering the option for your group to move from a calendar year (Jan. 1st - Dec. 31st) deductible and out of pocket maximum to a plan year. Moving to a plan year will give you the opportunity to re-align your deductible and out of pocket maximum to coincide with your plan year/anniversary date going forward. This will simplify the reset of your deductible and out of pocket each year going forward for your employees and will eliminate mid-year plan changes for your employees and their families.

As part of our partnership with Blue Cross Blue Shield of Texas, there are a few choices to make about how and when your group can access these new benefits. We need your selections returned back **by November 30th** so we can update our systems in time for the new deductible/OOP year as needed.

Options	Option 1 You want to transition to BCBS at the earliest opportunity	Option 2 You want to keep your 3/1 anniversary date	Option 3 You want to change to a calendar year plan	Option 4 You do not change anything
Blue Cross Blue Shield of Texas will be effective on	October 1, 2021	January 1, 2022	January 1, 2022	January 1, 2022
New Anniversary Date going forward	October 1 st	March 1 st (no change)	January 1 st	March 1 st (no change)
Pro-rated Deductible and Out of Pocket Benefits	-Pro-rate deductible/OOP from Jan. 1, 2021 – Sept. 30, 2021 (see below for exact amounts)	-No Change in 2021 -Pro-rate deductible/OOP from January - February 2022	No Change in 2021	-No change 2021 -No change in 2022
Plan Renewal Date (Plan Year)	October 1 st	March 1 st	January 1 st	March 1 st
New Accumulators (Deductible & OOP) reset to \$0 each year on	October 1 st	March 1 st	January 1 st	January 1 st
Eye Med will be effective on	October 1, 2021	February 1, 2021	February 1, 2021	February 1, 2021

*Option #1: Rates and medical plan will stay as it is today with no changes until 10/01/2021; we will re visit and complete your renewal/plan selections in June 2021. Nothing will need to be done at this time regarding your renewal, I just need a confirmation sheet signed and returned back by November 30th. I will provide this confirmation sheet to you via email after we have had a chance to discuss the options above.

*Option #2: You will move forward with completing your renewal/medical plan selections now, and I will e-mail you the supporting documents to do so.

OPTION 1: If you want to transition to Blue at the earliest opportunity

If you'd like to switch to BCBS at the earliest opportunity, you can move to a 10/01 plan year as soon as 10/01/2021. Your deductible and out of pocket maximum would then accumulate 10/01/2021 through 09/30/2022 and reset each plan year thereafter.

- No mid-year changes to your plan
- Earlier access to all the benefits that Blue offers
- Earlier access to the most cost-effective network

UPCOMING PLAN YEAR
 Your current calendar year deductible and OOP will be prorated from 01/01/2021 to 09/30/2021 so it can start over at your anniversary date.

Deductible/OOP for 01/01/21 - 09/30/21 (pro-rated)*	In-Network	Out-of-Network
Deductible		
Individual	\$ 1,125.00	\$1,312.50
Family	\$ 2,250.00	\$2,625.00
Out of Pocket		
Individual	\$ 3,375.00	Never pays
Family	\$ 6,750.00	at 100%

Regards,

Amy Calderon, RHIA
 Member Benefit Specialist
 T: 512.719.6527
 C: 512.962.3842
 F: 512.719.6527



1821 Rutherford Lane, Suite 300
 Austin, Texas 78754



@tmlhealth

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MEDICAL COST PROJECTION

10/27/2020 2:24 PM

Bartlett

10/27/20

MEMBER OPTION

0% Increase

Current Plan

	2019-2020 Current Rates P85-150-45 \$25 OV 80% / 50% PPO \$1,500 In Ded \$1,750 Out Ded \$4,500 In OOP \$25 OV DAW1&2 Rx Plan	03/01/21 - 09/30/21 New Rates with Prorated Ded/OOP P85-150-45 \$25 OV 80% / 50% PPO \$1,125.00 In Ded \$1,312.50 Out Ded \$3,375 In OOP \$25 OV DAW1&2 Rx Plan
EE	\$707.10	\$707.10
EE + Spouse	\$1,435.42	\$1,435.42
EE + Child(ren)	\$1,244.50	\$1,244.50
EE + Family	\$2,085.94	\$2,085.94

03/01/21 - 09/30/21 Rates
Move to 10/1 Annivesary Date at 10/1/21

Please sign & date option chosen:

Signature / Date

DAW1&2 Plan: If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the difference between the brand name and generic price in addition to the appropriate copayment for the brand name. The cost difference between the brand name and generic price does not apply to any individual deductibles or out of pocket amounts. The differential applies to all prescriptions purchased through this program when a generic alternate is available.

THIS DOES NOT COMPLETE THE RERATE PROCESS. YOU WILL NEED TO SIGN THE MEMBER OPTION AND DO ONE OF THE FOLLOWING BY 11/20/2020:

1. Scan an image of the signed member option and email it to sandy.erwin@tmlhb.org, or
2. Fax the signed member option to (512) 719-8302, attn: Sandy Erwin

THEN A NEW RERATE NOTICE WILL BE GENERATED AND MAILED TO YOU. THE RERATE SHEET MUST BE SIGNED AND RECEIVED IN AUSTIN BY 11/30/2020 FOR THE NEW BENEFITS AND RATES TO BE EFFECTIVE FOR 03/01/2021.



AGENDA ITEM #:

9



City Council Meeting – REGULAR

November 9, 2020

[No Attachments]



AGENDA ITEM #:

10

October 22, 2020

Re: Contract to lease Farm #5543 for 2021 Crop Season

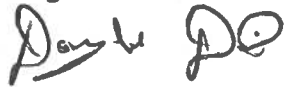
Joseph Resendez, City Administrator

Enclosed is a proposed lease agreement to re-lease the approximate 10 acres of crop land (Farm #5543), located near the baseball complex, for crop year 2021.

I am requesting this to be added to the agenda for the next meeting. If you have any questions prior to the meeting please contact me at 512-922-5888.

Respectably,

Douglas David

A handwritten signature in black ink, appearing to read "Douglas David", with a stylized flourish at the end.

Contract between Douglas David and the City of Bartlett for Farm #5543

Douglas David will be leasing approximately 10 acres of crop land from the City of Bartlett for farm#5543 for the 2021 crop season. Douglas David will pay \$50.00 per acre. Douglas David will pay the approximate of \$500 at the signing of the lease agreement.

Douglas David will be responsible for the crop land of Farm#5543 land upkeep. This includes plowing and spraying.

In any event that the Farm #5543 land would be sold during the 2021 crop season, Douglas David would have the right and authority to harvest the crop before it changes ownership.

In the event that the Farm#5543 land would not be leased to Douglas David for the next season, Douglas David would have the right and authority to harvest the crop.

City of Bartlett of Farm#5543

Douglas David

Date_____



AGENDA ITEM #:

11



1001 West 2nd
Taylor, Texas 76574
Tele: (512) 365-7785
bobby@stenceelectric.com
TECL - 17831

Date: 8/14/2020

Proposal submitted to: City of Bartlett
Job name: City Hall
Inside Electrical Panel

Stence Electric to provide all material and labor to install the electrical for::

- Demo existing FPE panel with exposed wires and no cover
- Install new Square D 42 circuit panel and breakers.
- Install a ground wire from outside to new panel
- Replace (2) rusting outside main 200 amp fuses

Weekday \$ 1,520.00
(Overtime on Saturday) \$ 1,845.00

Excluding

- 1) Tax

We propose to complete in accordance with above specifications for the sum of:

With payment as follows: Materials stored, work completed.

This proposal is subject to acceptance within 30 days.

Signature: _____

The above price, specifications, and conditions are accepted. Stence Electric is authorized to do work as specified. Payment will be made as outlined above

Accepted: _____ **Date:** _____

Regulated by The Department of Licensing and Regulation
P.O. Box 12157
Austin, Texas, 78711
1-800-803-9202
(512) 463-6599
website: www.tdlr.texas.gov/complaints