Town of Sunnyvale

Town Council **May 23, 2016**

Town Council
Special Meeting
6:00 P.M.

Town Council
Regular Meeting
7:00 P.M.

TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
SPECIAL MEETING
CONFERENCE ROOM - 127 N. COLLINS RD
MONDAY, MAY 23, 2016
6:00 P.M.

CALL MEETING TO ORDER

Mayor calls the Workshop to order, state the date and time. State Councilmember's present and declare a quorum present.

EXECUTIVE SESSION

Recess into executive session pursuant to Chapter 551, Subchapter D of the Texas Government Code:

EXECUTIVE SESSION AGENDA:

A. SECTION 551.072 REAL PROPERTY

To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

JOBSON PARK

END OF EXECUTIVE SESSION

Reconvene into open session and take any action necessary as a result of the Executive Session.

1. SECTION 551.072 - REAL PROPERTY LOCATED AT OR ABOUT JOBSON PARK

ADJOURN

ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING.

THE SUNNYVALE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATION ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND 551.087 (ECONOMIC DEVELOPMENT).

THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.

TCS
03/28/2016

I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON MAY 20, 2016, IN THE FOLLOWING LOCATION AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING:

TOWN HALL AT 127 N. COLLINS ROAD

_____
LESLIE BLACK, TOWN SECRETARY

RTCM
05/23/2016

TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
REGULAR MEETING
MONDAY, MAY 23, 2016
TOWN HALL - 127 N. COLLINS RD.
7:00 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER
Mayor calls the Meeting to order, state the date and time. State Councilmembers present and declare a quorum present.

PUBLIC FORUM
Citizens may speak on any matter other than personnel matters or matters under litigation. No Town Council actions or discussion will be taken until such matter is placed on the agenda and posted in accordance with law.

PUBLIC HEARING
Open or continue public hearing, consider testimony and other information provided, close public hearing, and take necessary action with respect to the following:

1. APPLICANT: TERESA MYERS – LAND RESOLUTIONS, INC.
AT OR ABOUT: 320 TOWN EAST BLVD. (7.4 ACRES)
REQUEST: FINAL PLAT – HAWKINS ESTATES, LOT 1 BLOCK 1

DISCUSSION/ACTION ITEMS:

DEVELOPMENT SERVICES

2. DISCUSS AND CONSIDER SECOND READING OF ORDINANCE 15-12: AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS; AMENDING THE SUNNYVALE TOWN CODE BY REPEALING CHAPTER 2, ANIMAL CONTROL OF THE CODE IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 2, ANIMAL CONTROL, PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

FINANCE

3. DISCUSS AND CONSIDER SECOND READING OF ORDINANCE 16-09: AN ORDINANCE AMENDING AN ORDINANCE WHICH MADE APPROPRIATIONS FOR THE SUPPORT OF THE TOWN OF SUNNYVALE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; AND AMENDING THE ANNUAL BUDGET OF THE TOWN OF SUNNYVALE FOR THE 2015-2016 FISCAL YEAR.

ENGINEERING

4. DISCUSS AND CONSIDER AWARDING A CONSTRUCTION CONTRACT TO LANDMARK STRUCTURES I, L.P. FOR THE CONSTRUCTION OF A NEW 1.25 MILLION GALLON WATER STORAGE TANK.

5. DISCUSS AND CONSIDER THE APPROVAL OF A WHOLESALE WASTEWATER SERVICES CONTRACT WITH THE CITY OF GARLAND.

TOWN SECRETARY

6. DISCUSS AND PROVIDE STAFF DIRECTION ON BOARD AND COMMISSION APPOINTMENT PROCESS.

7. DISCUSS AND CONSIDER RESOLUTION 16-09: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, PROVIDING FOR THE REPEAL OF THE EXISTING TOWN PERSONNEL POLICIES AND ADOPTING NEW TOWN PERSONNEL POLICIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

TOWN MANAGER

8. DISCUSS AND CONSIDER SPONSORSHIP OF SISD STUDENTS ATTENDING THE KENNETH E. BEHRING NATIONAL HISTORY DAY.

9. DISCUSS AND CONSIDER SECOND READING OF ORDINANCE 16-07: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE CODE OF ORDINANCE TO CREATE ARTICLE 8.11 IN CHAPTER 8 OF THE CODE OF ORDINANCES; PROHIBITING A PROPERTY OWNER OR OCCUPANT FROM ALLOWING PROPERTY, RESIDENCES, AND STRUCTURES TO BE USED FOR GATHERINGS WHERE MINORS CONSUME ALCOHOL OR CONTROLLED SUBSTANCES; PROVIDING FOR A PENALTY NOT TO BE LESS THAN $1,000.00 NOR EXCEED $2,000.00; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR & COUNCIL

10. MAYOR AND COUNCIL REQUESTS FOR FUTURE STAFF UPDATES AND AGENDA ITEMS.

ADJOURN

ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING.

THE SUNNYVALE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE,

RTCM
05/23/2016

AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATION ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND 551.087 (ECONOMIC DEVELOPMENT).

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I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON MAY 20, 2016, IN THE FOLLOWING LOCATION AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING:

TOWN HALL AT 127 N. COLLINS ROAD

_____

LESLIE BLACK, TOWN SECRETARY

Town of Sunnyvale

May 23, 2016

Prepared By: **Rashad Jackson, AICP**
Director of Development Services

Summary:

APPLICANT: **TERESA MYERS – LAND RESOLUTIONS, INC.**
AT OR ABOUT: **320 TOWN EAST BLVD. (7.4 ACRES)**
REQUEST: **FINAL PLAT – HAWKINS ESTATES, LOT 1 BLOCK 1**

Background:

The applicant is the representative for a residential property located at or about 320 Town East Blvd. The parcel of land is approximately 7.4 acres. The property is surrounded by a residential property to the east, The Homestead Phase 2D-S to the south and the future phase of The Homestead Phase 7 to the west. The applicant proposes to plat the subject lot for the development of a single residence. The property is zoned for residential development. The applicant has established the necessary easements, setbacks and buffers required for the development of the subject lot. The applicant received preliminary plat approval in March 2016.

- Right of way dedication for possible future Town East Blvd expansion – 50 feet
- Front setback – 80 feet
- Side setbacks – 50 feet
- Rear setback – 120 feet

As noted, the proposed final plat conforms to the Town zoning and subdivision ordinance requirements.

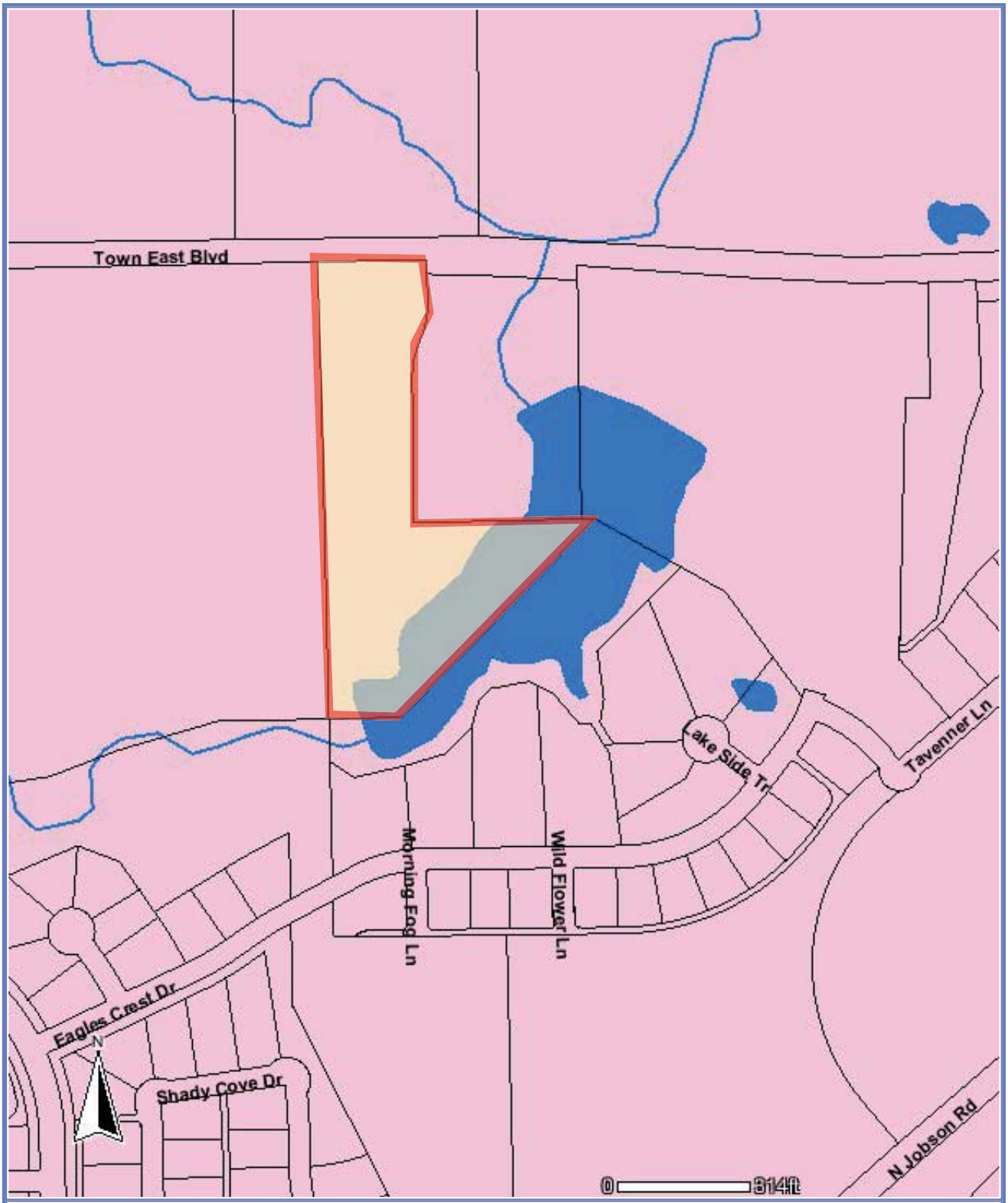
Public Notice
Notice was published within the Town's Official Newspaper on Wednesday, April 27th. Letters were also provided to surrounding properties meeting the distance requirements as provided within the Town Ordinance. Sixteen (16) letters were sent out. As of the writing of this staff memo, three (3) letters had been returned in favor of the request.

Staff Recommendation

Town staff has the following comments/recommendation for consideration:

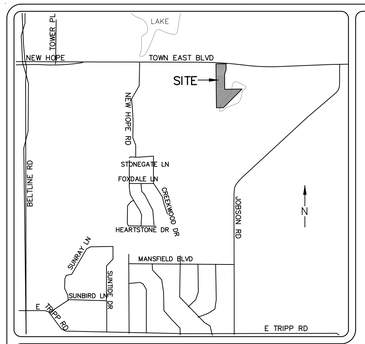
1. Town staff recommends approval. The proposed plat meets the standards set forth in the Town of Sunnyvale zoning ordinance and subdivision ordinance.

Attachments
- Location Map
- Proposed final plat
- Notice letters

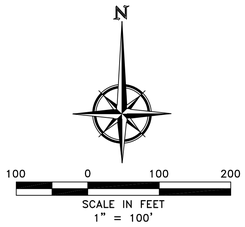


Dallas Central Appraisal District
www.dallascad.org

DISCLAIMER
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



VICINITY MAP
NOT TO SCALE

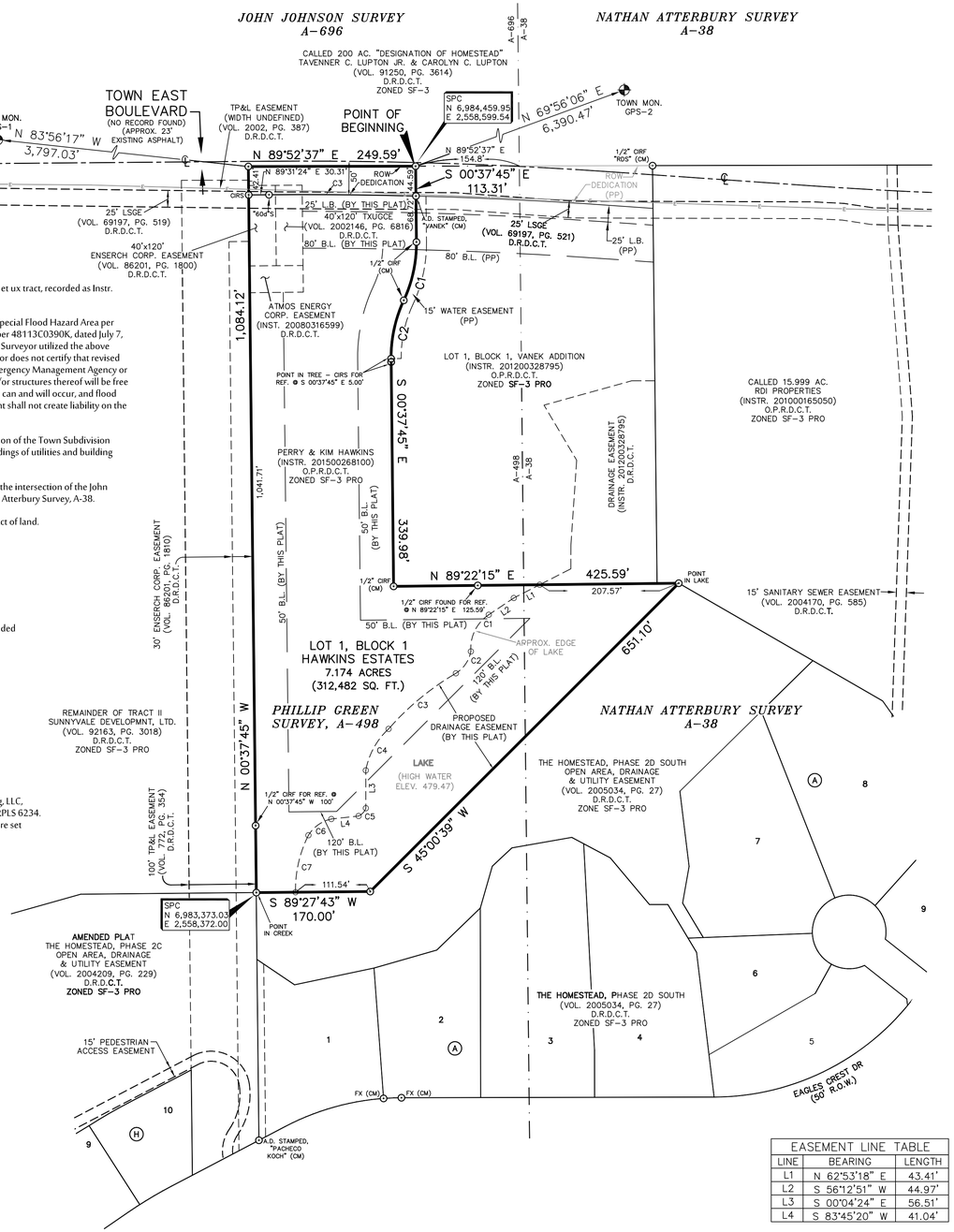


BOUNDARY CURVE DATA:

C1:
D=25°43'54"
R=200.00'
L=89.82'
T=45.68'
CHD=S 12°14'12" W
89.07'

C2:
D=25°43'54"
R=200.00'
L=89.82'
T=45.68'
CHD=S 12°14'12" W
89.07'

C3:
D=01°56'54"
R=6450.00'
L=219.33'
T=109.68'
CHD=S 89°30'09" E
219.32'



NOTES:

1. Basis of Bearing being N 89°52'37" E for the north line of Perry Hawkins et ux tract, recorded as Instr. 201500268100, D.R.D.C.T.

2. By graphical plotting, the parcel described hereon does not lie within a Special Flood Hazard Area per Flood Insurance Rate Map, Map Number 48113C0380L and Map Number 48113C0390K, dated July 7, 2014, as published by the Federal Emergency Management Agency. The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by the Federal Emergency Management Agency or some other source. This statement does not imply that the property and/or structures thereof will be free from flooding or flood related damage. On rare occasions, greater floods can and will occur, and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the surveyor.

3. Notice: Selling a portion of this addition by metes and bounds is a violation of the Town Subdivision Ordinance and state platting statutes and is subject to fines and withholdings of utilities and building certificates.

4. The point of beginning bears approximately S 89°52'37" W, 154.8' from the intersection of the John Johnson Survey, A-696, the Phillip Green Survey, A-498, and the Nathan Atterbury Survey, A-38.

5. The purpose of this plat is to create one lot from an an un-subdivided tract of land.

6. The subject property is affected by the following:
   Master Declaration, Volume 99187, Page 5986 (DRDCT)
   Notice, Volume 2003252, Page 339 (DRDCT)
   Management Certificate, Volume 2002004, Page 7740 (DRDCT)
   Subordination Agreement, Volume 2005094, Page 10776 (DRDCT)
   Resale Contract, Volume 2005013, Page 2101 (DRDCT)

7. Town of Sunnynale Monuments GPS-1 and GPS-2 information, as provided by the Town of Sunnyvale, is as follows:

   Town of Sunnyvale Monument GPS-1

   Northing: 6,984,822.72
   Easting: 2,554,571.02
   Elevation: 535.81'

   Town of Sunnyale Monument GPS-2

   Northing: 6,986,708.31
   Easting: 2,964,580.39
   Elevation: 431.50'

8. All corners were either found in place or were set by RC Myers Surveying, LLC, Robert C. Myers, RPLS 3963, under the supervision of Teresa A. Myers, RPLS 6234. Teresa A. Myers, certifies that the corners set by RC Myers Surveying, were set under her supervision.

LEGEND

CIRS	5/8" IRON ROD WITH CAP STAMPED, "RPLS 3963," SET
1/2" CIRF	1/2" IRON ROD WITH CAP STAMPED, "RDS," FOUND
(CM)	CONTROL MONUMENT
A.D.	FOUND 3" ALUMINUM DISK
FX	FOUND "X" CUT
SPC	STATE PLANE COORDINATES
ROW	RIGHT-OF-WAY
B.L.	BUILDING SETBACK LINE
L.B.	LANDSCAPE BUFFER
LSGE	LONE STAR GAS EASEMENT
TXUGCE	TXU GAS CO. EASEMENT
(PP)	PER PLAT; INSTRUMENT NO. 201200328795
REF.	REFERENCE
VOL.	VOLUME
PG.	PAGE
INSTR.	INSTRUMENT NUMBER
D.R.D.C.T.	DEEDS RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
————	PROPERTY LINE
—·—·—	ABSTRACT LINE
— — — —	EASEMENT LINE
—℄— —	CENTERLINE

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N 62°53'18" E	43.41'
L2	S 56°12'51" W	44.97'
L3	S 00°04'24" E	56.51'
L4	S 83°45'20" W	41.04'

OWNER'S CERTIFICATE AND DEDICATION

WHEREAS Perry and Kim Hawkins are the owners of a 7.418 acre tract situated in the Phillip Green Survey, Abstract No. 498, Town of Sunnyvale, Dallas County, Texas, and being all of a called 7.418 acre tract of land described in a General Warranty Deed to Perry and Kim Hawkins, recorded as Instrument No. 201500268100 in the Official Public Records of Dallas County, Texas (OPRDCT), and being more particularly described as follows:

BEGINNING at a point for corner in the asphalt pavement of Town East Boulevard (an undedicated public road - no record found) at the most northerly northeast corner of said 7.418 acre tract and the northwest corner of Vanek Addition, an addition to the Town of Sunnyvale, according to the plat thereof recorded as Instrument No. 201200328795 (OPRDCT), from which a 3" Aluminum Disk stamped, "VANEK," found for reference bears South 00°37'45" East, a distance of 44.59 feet;

THENCE South 00°37'45" East along the common line of said 7.418 acre tract and said Vanek Addition, at 44.59 feet passing said 3" Aluminum Disk found for the northwest corner of Lot 1, Block 1 of said Vanek Addition and continuing for a total distance of 113.31 feet to a 1/2" iron rod with a cap stamped, "RDS," found for the beginning of a curve to the right, having a radius of 200.00 feet and a chord which bears South 12°14'12" West, a distance of 89.07 feet;

THENCE southwesterly, continuing along said common line and said curve to the right, through a central angle of 25°43'54", an arc length of 89.82 feet to a 1/2" iron rod with a cap stamped, "RDS," found for the beginning of a reverse curve to the left, having a radius of 200.00 feet and a chord which bears South 12°14'12" West, a distance of 89.07 feet;

THENCE southwesterly, continuing along said common line and said curve to the left, through a central angle of 25°43'54", an arc length of 89.82 feet to a point for the end of said curve, from which a 5/8" iron rod with a cap stamped, "RPLS 3963," set for reference bears South 00°37'45" East, a distance of 5.00 feet;

THENCE South 00°37'45" East, continuing along said common line, a distance of 339.98 feet to a 1/2" iron rod with a cap stamped, "RDS," found for the southwest corner of said Lot 1 and an interior "ell" corner of said 7.418 acre tract;

THENCE North 89°22'15" East along the south line of said Lot 1 and a north line of said 7.418 acre tract at 125.59 feet passing a 1/2" iron rod with a cap stamped, "RDS," found for reference, and at 393.34 feet passing the southeast corner of said Lot 1 and the southwest corner of a called 15.999 acre tract of land conveyed to RDI Properties, recorded in Instrument No. 201000165050 (OPRDCT), and continuing for a total distance of 425.59 feet to a point for corner in water at the most easterly northeast corner of said 7.418 acres, said point also being the most northerly corner of an Open Area, Drainage and Utility Easement, dedicated by the Final Plat of The Homestead, Phase 2B South, an addition to the Town of Sunnyvale, recorded as Volume 2005034, Page 27 in the Deed Records of Dallas County, Texas (DRDCT);

THENCE South 45°00'39" West along the common line of said 7.418 acre and said Phase 2B, a distance of 651.10 feet to an angle point for corner in water;

THENCE South 89°27'43" West continuing along last mentioned common line, a distance of 170.00 feet to a point for corner in water at the common west corner of said 7.418 acre tract and said Open Area, said point also being the northeast corner of an Open Area, Drainage and Utility Easement, dedicated by the Amended Plat of The Homestead, Phase 2C, an addition to the Town of Sunnyvale, recorded as Volume 2004209, Page 229 (DRDCT);

THENCE North 00°37'45" West along the west line of said 7.418 acre tract at 100.00 feet passing a 1/2" iron rod with a cap stamped, "RDS," found for reference, at 1041.71 feet passing a 5/8" iron rod with a cap stamped, "RPLS 3963," set for reference, and continuing for a total distance of 1,084.12 feet to a point for corner in the asphalt pavement of said Town East Boulevard at the northwest corner of said 7.418 acre tract;

THENCE North 89°52'37" East along the north line of said 7.418 acre tract, a distance of 249.59 feet to the PLACE OF BEGINNING and Containing 7.418 acres, or 323,146 square feet, of land.

SURVEYOR'S CERTIFICATE

That I, Teresa A. Myers, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual and accurate survey of the land made on the ground and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the Town of Sunnyvale, Texas.

GIVEN UNDER MY SEAL OF OFFICE THIS _____DAY OF _____, 2016.

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. This document was released 04/12/2016 for the Town of Sunnyvale's preliminary plat review process.

TERESA A. MYERS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6234

STATE OF TEXAS
REGISTERED
TERESA ANNAISE MYERS
6234
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, Texas, on this day personally appeared Teresa A. Myers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2016.

_____
Notary Public in and for Dallas County, Texas
My commission expires:

EASEMENT CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	61°02'19"	60.00'	63.92'	S25°56'32"W 60.94'
C2	47°37'20"	49.00'	40.73'	N34°29'21"E 39.56'
C3	18°25'49"	407.00'	130.92'	S50°24'53"W 130.36'
C4	37°04'09"	111.00'	71.81'	S28°48'44"W 70.57'
C5	46°52'38"	20.00'	16.36'	N42°41'20"E 15.91'
C6	46°30'06"	53.00'	43.02'	S54°35'32"W 41.84'
C7	28°02'42"	180.00'	88.11'	S12°46'36"W 87.23'

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT PERRY HAWKINS AND KIM HAWKINS do hereby adopt this plat, designating the herein above described property as HAWKINS ESTATES, an addition to the Town of Sunnyvale, Dallas County, Texas, and do hereby dedicate and convey, in fee simple, to public use forever, the streets and alleys as shown hereon. The easements shown thereon are hereby reserved for the purposes indicated. The easements and fire lanes shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility easements and fire lanes is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements, obstructions, or growths shall be constructed, reconstructed or placed upon, over or across the easements and fire lanes as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. The Town of Sunnyvale shall have the right to remove and keep removed from fire lanes, all or parts of any building, fences, trees, shrubs, or other improvements, obstructions, or growths which in any way may endanger or interfere with access of fire units to fire protection facilities or equipment. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility).

Water main and wastewater easement shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services an wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Sunnyvale, Texas.

WITNESS, my hand at Sunnyvale, Texas, this the _____ day of _____, 2016.

Perry Hawkins and Kim Hawkins

By: _____ By: _____
Perry Hawkins Kim Hawkins

STATE OF TEXAS
COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, Texas, on this day personally appeared Perry Hawkins and Kim Hawkins, known to me to be the persons whose
names are subscribed to the foregoing instrument, and acknowledged to me that he and she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2016.

_____
Notary Public in and for Dallas County, Texas
My commission expires:

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SUNNYVALE, TEXAS on this the _____ day of _____, 2016.

_____
Chairman, Planning and Zoning Commission

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS on this the _____day of _____, 2016.

_____
Mayor

ATTEST:

_____
Town Secretary

OWNER:
PERRY ANDKIN HAWKINS
332 ROCKY POINT COURT
SUNNYVALE, TEXAS 75182
(214) 207-8789

SURVEYOR:
LAND RESOLUTIONS, INC.
5301 GREYSON DRIVE
GARLAND, TEXAS 75043
(214) 364-0263
tmyerstxwes@gmail.com
FIRM NO.: 10193870
JOB NO.: 011516

FINAL PLAT OF
HAWKINS ESTATES
LOT 1, BLOCK 1
7.418 ACRES
SITUATED IN THE
PHILLIP GREEN SURVEY, ABSTRACT NO. 498
TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS

PREPARED: FEBRUARY 2, 2016

Notice of Application for final plat
Town of Sunnyvale
Planning & Zoning Commission

The Town of Sunnyvale has received a request from Teresa Myers, P.E. for a final plat approval of Hawkins Estates, Lot 1 Block 1. The location of the property, 320 Town East Blvd., is shown on the attached exhibit. The request will allow for the development of a single residence on the subject property.

The Planning and Zoning Commission will hear this application on Monday, May 16, 2016 and the Town Council will consider the application on either Monday, May 23, 2016 or Monday, June 13, 2016. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on this application, you may present them in person at these meetings or may submit written comments at any time on or before date of the hearings.

The final plat application and supporting documents are on file at Town Hall and may be examined at no charge. For further information contact Rashad Jackson, Director of Development Services at (972) 203-4103 or rashad.jackson@townofsunnyvale.org .

☑ I am in favor of the final plat

☐ I am opposed to the final plat

Explanation: Hawkins will Do a great Job Building a very nice property!

Thanks

Signature: Larry Allen

Printed Name: Larry Allen

Address: 300 EAGLES CREST

Date: 5-8-2016

Notice of Application for final plat
Town of Sunnyvale
Planning & Zoning Commission

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☑ I am in favor of the final plat

☐ I am opposed to the final plat

Explanation: _____

Signature: _____

Printed Name: RAY VANEK

Address: 304 TOWN EAST BLVD. SUNNYVALE, 75182

Date: 5-8-2016

Notice of Application for final plat
Town of Sunnyvale
Planning & Zoning Commission

The Town of Sunnyvale has received a request from Teresa Myers, P.E. for a final plat approval of Hawkins Estates, Lot 1 Block 1. The location of the property, 320 Town East Blvd., is shown on the attached exhibit. The request will allow for the development of a single residence on the subject property.

The Planning and Zoning Commission will hear this application on Monday, May 16, 2016 and the Town Council will consider the application on either Monday, May 23, 2016 or Monday, June 13, 2016. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on this application, you may present them in person at these meetings or may submit written comments at any time on or before date of the hearings.

The final plat application and supporting documents are on file at Town Hall and may be examined at no charge. For further information contact Rashad Jackson, Director of Development Services at (972) 203-4103 or rashad.jackson@townofsunnyvale.org .

☑ I am in favor of the final plat

☐ I am opposed to the final plat

Explanation:

Signature:

Printed Name: RAY VANEK / ROI PROPERTIES

Address: 304 TOWN EAST BLVD. - SUNNYVALE, 75182

Date: 5-8-16

Town of Sunnyvale

May 23, 2016

Prepared By: Rashad Jackson, AICP
Director of Development Services

Summary:

DISCUSS AND CONSIDER SECOND READING OF AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS; AMENDING THE SUNNYVALE TOWN CODE BY REPEALING CHAPTER 2, ANIMAL CONTROL OF THE CODE IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 2, ANIMAL CONTROL, PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Background:

In 2014, Town staff received notification from the Texas Department of State Health Services, Zoonosis Control Program, that the Town had not established an Animal Shelter Advisory Committee and had not identified a Local Rabies Control Authority. In response, the town revised its ordinance and established the required committee and rabies control authority per state standards.

During the review process, Town staff found that the existing Animal Control Ordinance within the Town of Sunnyvale Code of Ordinances appeared to be dated and needed to be revised. Some of the issues that were revised with the drafting of this ordinance are noted below:

- Clarity of definitions
- Consistency with state regulations
- Non-conforming uses, and
- Housing, Stabling or Pasturing of Livestock

A revised ordinance was initially presented at the August 10th Town Council meeting. At the meeting direction was provided to create a committee to finalize some of the issues noted by Town residents and Council with the proposed ordinance. With the committee's assistance, Town staff drafted an ordinance that is more up to date with current animal control practices and more consistent with what Sunnyvale residents want.

A second public hearing was held for review of the proposed ordinance on December 14, 2015. At the hearing, staff was directed to work with the Sunnyvale ISD FFA in order to gain input on any issues the organization may have with the keeping of animals. Town staff has returned with a draft ordinance that addresses the concerns of the Sunnyvale ISD FFA. The ordinance has been approved by the FFA.

An updated ordinance was presented at the April 25th Town Council meeting. At the meeting, direction was provided to staff to meet with the Town Council animal control committee to finalize some additional issues that were noted by Town residents and Council with the proposed ordinance. The committee met on May 12th, 2016 to revise and finalize some minor details dealing with the keeping of bees, the number of animals allowed per acre and ordinance language.

Staff Recommendation

Staff is requesting approval.

Attachments

Current Ordinance
Proposed Ordinance

TOWN OF SUNNYVALE

ORDINANCE NO. 15-12

AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS; AMENDING THE SUNNYVALE TOWN CODE BY REPEALING CHAPTER 2, ANIMAL CONTROL OF THE CODE IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 2, ANIMAL CONTROL, PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, provisions concerning animal control found in the current Code of Ordinances were first developed and adopted in 1987; and

WHEREAS, the Town has become increasingly urbanized and in order to assure that the health, safety and general welfare of the citizens are adequately preserved, it is found that comprehensive changes as set forth herein will be in the interest of the public health, safety and general welfare and will help to obtain the foregoing objectives;

THEREFORE, BE IT ORDAINED by the Town Council of the Town of Sunnyvale, Texas:

Section 1. That the above recitals are found to be true and correct and are incorporated herein for all purposes.

Section 2. That the existing Chapter 2, Animal Control of the Town Code is repealed and replaced with a new Chapter 2 to read as shown in Exhibit "A," which is incorporated by reference as if fully set forth herein. The proposed Chapter 2, Animal Control is adopted and the Town Code is amended accordingly.

Section 3. Penalties. Except as otherwise specifically set forth, whenever an act is prohibited or is made or declared to be an unlawful offense or a misdemeanor, or wherever the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefore:

(a) the violation of any such provision shall be punishable by fine not exceeding two thousand dollars ($2,000.00) except as otherwise set forth in Section 1.109 hereof.

(b) Each day of any violation of the animal control ordinance in violation shall constitute a separate offense. Any violation of any provision which

constitutes an immediate danger to the health, safety and welfare of the public may be enjoined in a suit brought by the Town for such purposes.

Section 4. Severability. It is hereby declared to be the intention of the Town Council that if any of the sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not effect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance since the same would have been enacted by the Town Council without the incorporation of this Ordinance of any such unconstitutional or illegal phrase, clause, sentence, paragraph or section.

Section 5. This Ordinance shall be effective immediately upon passage, publication in accordance with the law and approval by the Town Council and it is so ordained.

Introduced and read at the Town Council meeting on May 9th, 2016.

PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS 23rd DAY OF MAY, 2016.

_____
Mayor Jim Phaup

ATTEST:

_____
Leslie Black, Town Secretary

Exhibit A

CHAPTER 2: ANIMAL CONTROL

ARTICLE 2.100 GENERAL PROVISIONS

Sec. 2.101 Definitions

As used in this chapter, the following words shall have the meanings ascribed to them:
Animal Control Officer. A person duly appointed to such position or his/her designee, to receive reports of animal bites, investigate bite reports, insure quarantine of possibly rabid animals and otherwise carry out provisions of the Texas law pertaining to control and eradication of rabies, other state animal regulations and local animal ordinances.
Animal Shelter. A place operated by or for the town, whether in town facilities or by contract, for the impoundment of animals as prescribed by law.
At Large (***Run at Large)***. An animal is at large if it is not confined by a building, wall, or fence of sufficient strength to restrain the animal or on a leash under direct supervision of the owner.
Attack. An aggressive or violent action against a person or a domestic animal by an animal.
Business Day. A weekday that is not a state, federal, or town holiday.
Cat. A domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other wild animal or hybrid.
Circus. A commercial variety show featuring animal acts for public entertainment.
Dangerous Animal. An animal that has on two previous occasions, without provocation, attacked or bitten a person or another animal.
Dog. A domesticated member of the Canidae (canine) family other than a wolf, jackal, fox, dingo, coyote, or other wild animal or hybrid thereof.
Dog or Cat Tag. A metal tag for attachment to a dog or cat collar, carrying a serial number corresponding to the number of the dog or cat tag for the animal.
Domestic Animal. A pet; dogs, cats or other tame animals which serve a purpose for its owner.
Fowl. Any chicken, turkey, duck, goose, pigeon, or other related type birds.
Hybrid. Means the product of mating two different species of animals regardless of the number of generations born since that original mating.
Impound. To take into custody or to place in the town animal shelter. Impoundment begins at the time an animal is in the Animal Control Officers control or placed into a town-owned vehicle, trailer, or cage.
Keep. To maintain, harbor or care for an animal or to provide a premise to which the animal returns for food, shelter or care for more than three (3) consecutive days.
Kennel. Any premises upon which more than five (5) dogs, four (4) months of age or older, are kept; or where the business of buying, selling, breeding, grooming, training or boarding of dogs or cats is conducted. The term does not include a veterinary hospital or humane society.

Livestock. Any horse, swine, mule, hinny, jack, jennet, sheep, goat, llama or alpaca, camel, any species of cattle, deer, ostrich, emu or other ratite, or bison raised for commercial production or recreational purposes.
Owner. Any person or entity owning or keeping one or more animals. "Own" includes owning, keeping and maintaining.
Pet. Any animal kept for pleasure rather than utility. The term includes dogs, cats, rabbits, rodents, birds, reptiles, and any other species of animal which is sold or retained as a household pet. The term does not include; skunks, nonhuman primates, non-indigenous snakes (including but not limited to boas, pythons, anacondas or other constrictors over four (4) feet in length), or any other species of wild, exotic, or carnivorous animal.
Protective Custody. The holding of animal in the town shelter or holding pen due to arrest, eviction, hospitalization, or death of the owner or harborer of the animal or at the request of a law enforcement agency.
Restrained. Securely caged, or secured by a leash, lead or bridle and under the effective control of a responsible person and obedient to that person's commands; or within the confines of an animal owner's home or property which is fully enclosed by a secure fence.
Sanitary. Condition of good order and cleanliness which precludes the likelihood of disease transmission and infection.
Stray Animal. Any animal for which there is no identifiable owner.
Shelter. A structure that provides cover and protection from the weather or danger.
Tether. To tie or chain an animal to a stationary object as a means of restraint.
Vaccinated. Means properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and administered by a licensed veterinarian in accordance with Texas Department of State Health Services rules.
Vaccination Certificate. The certificate issued by a licensed veterinarian on a form approved by the Texas Department of State Health Services.
Veterinarian. A veterinarian licensed by the Texas Board of Veterinary Medical Examiners.
Veterinary Hospital. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of disease and injuries to animals.
Wild Animal. An animal which is not naturally tame or gentle, but is of a wild nature or disposition; or which, because of its size, vicious nature, or other characteristics would constitute a danger to human life, other animals, or property if not kept or maintained in a safe manner or in secure quarters. Wild animals include all animals defined as dangerous wild animals in Chapter 822 of the Texas Health and Safety Code.
Wind Break. Barriers used to reduce and redirect wind that usually consist of trees and shrubs, but may also be perennial or annual crops and grasses, fences, or other materials.

Sec. 2.102 Animal Control Officer - Establishment of Office

There is hereby established the office of Animal Control Officer for the Town of Sunnyvale who shall be appointed by the town manager or their designee. The Animal Control Officer shall assume the responsibilities of the Local Rabies Control Authority designated by the Town under state law and Town ordinances to receive reports of animal

bites, investigative bite reports, ensure quarantine of possible rabid animals and otherwise carry out the provisions of state law pertaining to animal control and eradication of rabies.

Sec. 2.103 Training

The Animal Control Officer shall meet the standards adopted by the Texas Department of State Health Services for the training of animal control officers and other animal shelter personnel as to animal health and disease control, humane care and treatment of animals, control of animals in an animal shelter, and transportation of animals.

Sec. 2.104 Duties of Animal Control Officer

(a) It shall be the duty of the Animal Control Officer to administer and enforce all state laws and town ordinances which regulate animals, and to issue citations for violations. The Animal Control Officer shall supervise the operation of the town animal shelter.

(b) The Animal Control Officer shall provide to the town manager or their designee a monthly report of all dogs and cats received into the animal shelter, all dogs and cats redeemed, all adoptions, and all animals destroyed.

Sec. 2.105 Interference with Animal Control Officer

It is unlawful for a person to interfere with an Animal Control Officer while the officer is engaged in the performance of duties.

Sec. 2.106 Inspection of Animals and Premises

The Animal Control Officer shall have the right of entry onto private property to apprehend dogs, cats, livestock or wild animals for violations of this article. The Animal Control Officer may apprehend any and all dogs, cats, livestock, or wild animals not confined within a fenced enclosure, house, garage or by leash or in accordance with this chapter.

Sec. 2.107 Tampering With Traps and Equipment

It is unlawful for a person to remove, alter, damage, or otherwise tamper with a trap or other equipment placed or used by the Animal Control Officer.

Sec. 2.108 Authority to Impound or Euthanize Animals

The Animal Control Officer, the officer's designee, or a peace officer is authorized to impound or euthanize animals in accordance with regulations set forth by Chapter 822 of the Texas Health and Safety Code.

The Animal Control Officer may impound an animal under any of the following circumstances:

(a) An animal not restrained or not kept enclosed on the property of the owner as required by this article.

(b) An animal that has rabies or symptoms thereof, or that the Animal Control Officer reasonably suspects to have rabies.

(c) An animal that has attacked an animal or person within the town.

(d) In order to place the animal in protective custody.

Sec. 2.109 Rabies Control - Vaccination Required

The owner of a dog or cat is required to have the animal vaccinated by a licensed veterinarian against rabies in accordance with state law.

Sec. 2.110 Certificate of Vaccination

(a) The owner of a dog or cat is responsible for ensuring the animal is vaccinated and wearing a vaccination tag at all times.

(b) It is unlawful for any person who owns a vaccinated dog or cat to fail or refuse to exhibit a copy of the certificates of vaccination upon demand to any person charged with the enforcement of this article.

(c) It is unlawful for any person to keep any dog or cat, which has not been vaccinated against rabies, as, provided herein, or which cannot be identified as having a current certificate of vaccination.

Sec. 2.111 Bites to be Reported

Any person having knowledge of an animal bite to a human shall report the incident to the Animal Control Officer as soon as possible, but not later than twenty-four (24) hours from the time of the incident.

Sec. 2.112 Treatment of an Animal That Has Bitten a Person

(a) A dog or cat that has bitten a human must be placed in quarantine in a facility approved by the Texas Department of State Health Services, for a 10 day observation period. The animal owner may request permission from the Animal Control Officer for home quarantine as long as the secure facility criteria established by the Texas Department of State Health Services are met.

(b) The Animal Control Officer may humanely euthanize an animal that has bitten a human, but for which an owner cannot be identified.

(c) Depending on the nature of the bite, the Animal Control Officer may require an animal to be humanely euthanized and tested for rabies by a laboratory certified by the Texas Department of State Health Services.

Sec. 2.113 Disposition of Domestic Animals Exposed to Rabies

(a) An animal, which has been bitten or directly exposed with a rabid animal, may be:

(1) Humanely euthanized by the Animal Control Officer; or
(2) If unvaccinated, the exposed animal may be immediately vaccinated against rabies, placed in strict isolation for ninety (90) days, and given booster vaccinations during the third and eighth weeks of isolation in accordance with state law.
(3) If vaccinated, the exposed animal shall be given a booster rabies vaccination immediately and placed in strict isolation for forty-five (45) days in accordance with state law.

(b) This section applies only to domestic animals for which an approved rabies vaccine is available.

Sec. 2.114 Disposal of Body

The body of any animal that dies or is destroyed while in quarantine shall be disposed of as directed by the Animal Control Officer.

Sec. 2.115 Costs of Quarantine and Isolation

The owner of an animal quarantined shall pay to the town the reasonable costs as outlined in the Fee Schedule, for the quarantine and disposition of the animal. Such charges shall include shipment, if required, to the nearest Texas Department of Health laboratory for testing.

ARTICLE 2.200: KEEPING OF ANIMALS

Sec. 2.201 Standards

It is unlawful for a person who owns an animal to allow it to run at large.

Sec. 2.202 Surrender of Animals to Town

A town resident may surrender their animal or an animal they have kept to the town animal shelter. Fees for such services rendered shall be as set forth in the Fee Schedule.

Sec. 2.203 Disposal of Dead Animals by Town

A town resident may request the Animal Control Officer to dispose of their deceased dog or cat within 24 hours of its death. The Animal Control Officer is not responsible for the removal of an animal from under homes, in attics, swimming pools, or other non-readily accessible areas.

Sec. 2.204 Number of Dogs Limited

No more than five (5) dogs over four (4) months of age will be permitted at any one address. No person may keep or maintain more than one litter at any one address. This section does not apply to a kennel.

Sec. 2.205 Tethering of Dogs Prohibited

No person shall tether a dog except while temporary repairs are being made to an enclosure or fence, or for a short period if the owner is with the dog but unable to physically restrain it.

Sec. 2.206 Dangerous Animals and Wild Animals Prohibited Without Permit

(a) It shall be unlawful for any person to possess or maintain any dangerous or wild animal in the town without obtaining a permit and paying the registration fee as provided in the Fee Schedule.

(b) Violation of any portion of this chapter is cause for the revocation of any permit and permanent removal of the animal from the town.

(c) Dangerous and wild animals shall be regulated in accordance with Chapter 822 of the Texas Health and Safety Code.

(d) Prohibited animal. An animal, other than a common domestic species and regardless of state or duration of captivity, that poses a potential physical or disease threat to the public or that is protected by international, federal, or state regulations, including but not limited to the following:

(1) Class Reptilia: Family Helodermatidae (venomous lizards); Family Viperidae (rattlesnakes, copperheads, cottonmouths, or pit vipers and true vipers); Family Elapidae (coral snakes, cobras, mambas, and other elapids); the following listed species of Family Colubridae Dispholidus typus (Boomslang), Hyrodynastes gigas (water cobra, Boiga (mangrove snake), and Thelotornis (African twig snakes) only; Order Ophidia, Family Boidae (racers and water snakes); and Order Crocodilia (crocodiles, alligators, caimans, and gavials);

(2) Class Aves: Order Falconiformes (such as hawks, eagles, and vultures);

Subdivision Ratitae (such as rheas and cassowaries) except ostriches and emus; and Order Strigiformes (such as owls);

(3) Class Mammalia: Order Carnivora, Family Felidae (such as ocelots, margays, tigers, jaguars, leopards, and cougars), except commonly accepted domesticated cats; Family Canidae (such as wolves, dingos, coyotes, and jackals), except domesticated dogs; Family Mustelidae (such as weasels, skunks, martins, mink, and badgers) except ferrets; Family Procyonidae (raccoon); Family Ursidae (such as bears); Order Marsupialia (such as kangaroos and common opossums); Order Edentata (such as sloths, anteaters, and armadillos); Order Proboscidea (elephants); Order Primata (such as monkeys, chimpanzees, and gorillas); Order Rodentia (such as porcupines); and Order Ungulata (such as camels) except antelope, deer or bison;

(4) Animals not listed: The Animal Control Officer may declare any species of animal not listed in this subsection as "prohibited" if the confinement of the animal within the town can be shown to constitute a threat to public health and safety.

Sec. 2.207 Permit Issued

(a) A permit for the possession of a wild animal may only be issued to:

(1) A zoo open to the public;
(2) A research institution or licensed laboratory;
(3) Educational researchers belonging to a educational or research society approved by the town manager or his designee;
(4) An individual or a nonprofit animal rehabilitation organization permitted by The Texas Parks and Wildlife Department;
(5) A public, private primary, secondary school program; or
(6) A licensed animal exhibition, amusement park, rodeo, or circus of which the animal is an integral part.

(b) The issuance of a dangerous animal or wild animal permit shall be in accordance with Chapter 822 of the Texas Health and Safety Code. A permit does not relieve the permit holder from compliance with the Town's Zoning Ordinance or any other ordinance, regulation or law.

Sec. 2.208 Conditions of Dangerous Animal or Wild Animal Permit

(a) The Animal Control Officer shall issue a dangerous animal or wild animal permit, subject to the following conditions:

(1) Proof of insurance against damage to property or injury to others from dangerous animals in the amount of at least $1,000,000 per permit must be filed with the application.

(2) The application form must include the following statement, to be signed by the applicant: "I accept total and complete responsibility for harm to a person or property which results from an action of the dangerous or wild animal that is the subject of this application.
(3) If an owner of a registered dangerous or wild animal sells or moves the animal to a new address within the town, he/she, not later than the fourteenth (14th) day after the sale or move, shall notify the animal control officer.
(4) The permit shall be posted so that it is visible to the public at the registered owner's residence where the animal is being kept.

Sec. 2.209 Kennels Regulated

(a) A person may apply for a kennel permit to own or keep more than five (5) dogs for commercial purposes under the following conditions;

(1) Each dog on the premises must have an annual health certificate issued by a veterinarian indicating that the animal is currently vaccinated, dewormed, and has received medical care for any illness or injury.
(2) All puppies and kittens shall be vaccinated no later than six weeks of age and have the above required health certificate by the age of four months.
(3) There must be sufficient space to allow each animal to make normal postural adjustments without touching the top of the enclosure, including turning freely, standing easily, sitting, stretching, lying in a comfortable position with limbs extended, and moving. Adequate space must be provided for the animal to urinate and defecate without contaminating food or water receptacles.
(4) The kennel may not be located closer than 50 feet from any property line.
(5) Property where a kennel is located must be kept pest-free and in a sanitary condition.

(b) A kennel permit does not relieve the permit holder from compliance with all applicable zoning, noise, nuisance, or state regulations.

(c) The Animal Control Officer shall make at least two inspections per year of any kennel or location where animals are kept to insure compliance.

(d) A kennel engaged in the sale of any type of animal must hold a valid and current sales tax permit issued by the State of Texas.

(e) It is unlawful for a person to operate a kennel without a permit issued by the Animal Control Officer.

Sec. 2.210 Leaving Animal Unattended

(a) A person may not leave an animal unattended in a vehicle or restrained for a period of time that may endanger the animal's health or life by high temperature, low temperature, or inadequate ventilation.

(1) An authorized officer may, after attempting to locate the owner of the animal or vehicle, remove the animal from the vehicle or restraint using any reasonable means, including breaking a window or lock.
(2) If professional services are required to remove the animal, its owner is responsible for the cost.
(3) The owner of the vehicle shall be responsible for any medical attention the animal may require.
(4) An animal removed from a vehicle or restraint may be impounded.

Sec. 2.211 Animal Nuisance - Noise

No person may knowingly keep on his premises or elsewhere an animal that makes or creates an unreasonable disturbance to the neighbors or occupants of adjacent premises; or to suffer or permit the animal to make or create disturbing noises by howling, barking, crowing or otherwise, either continuously or intermittently, for a period of fifteen minutes or more. A person knowingly violates this section if the person fails to correct a disturbance after being notified of the disturbance by a neighbor, the Animal Control Officer or a police officer. Upon a second observation of a disturbance or receipt of a second complaint, the Animal Control Officer may issue a citation to the owner of the animal.

Sec. 2.212 Animal Nuisance - Odors

It is unlawful for a person to maintain an animal in such a manner that adjacent properties are subjected to obnoxious odors.

Sec. 2.213 Animal Nuisance - Feces

It is unlawful for an owner, keeper or walker of an animal to permit the animal to discharge feces upon public or private property (other than property of the owner, keeper or walker) within the town unless the person immediately thereafter removes and cleans up the animal feces. It is unlawful for a person owning or keeping an animal to allow its feces to accumulate so as to become a health hazard nuisance.

Sec. 2.214 Keeping of Bees

The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare shall not be allowed.

Sec. 2.215 Food, Water and Shelter

A person who owns an animal must provide the animal sufficient good and wholesome food and water, adequate shelter and protection from weather, veterinary care when needed to prevent suffering, and humane care and treatment.

Sec. 2.216 Abandonment Prohibited

It is unlawful for a person to abandon an animal in their custody.

Sec. 2.217 Metal Jaw Traps Prohibited

It is unlawful for a person to use a metal jaw trap.

Sec. 2.218 Poisoning Prohibited

It is unlawful for a person to expose a domestic animal to any known poisonous substance, whether mixed with food or not.

Sec. 2.219 Cruelty to animal penalty

Any person found guilty of cruelty to animals shall be subject to penalties as provided for in the Texas Penal Code.

ARTICLE 2.300: LIVESTOCK AND FOWL

Sec. 2.301 Housing, Stabling or Pasturing of Livestock or Fowl

(a) The keeping, stabling, or pasturing of livestock or fowl is permitted in any allowed zoning district providing the following additional conditions are met:

(1) If a homeowner association (HOA) regulates the keeping of livestock, fowl or rabbits for the subject property, a letter of approval shall be obtained from the HOA for the keeping, stabling, or pasturing.
(2) Fowl or rabbits: A maximum of ten may be kept in a coop, hutch or pen on a lot of less than two acres. For each additional acre beyond two acres; five additional animals are permitted. A coop, hutch, or pen may not be located within fifty feet of any property line.
(3) Rooster and Guinea Fowl: shall not be allowed on property of less than 2 acres.
(4) Two livestock animal unit weighing less than 300 pounds may be kept on a lot of two acres or less. An additional one-half acre is required for each additional animal (for example, 3 ac = 3 head, 4 ac = 5 head, 5 ac = 7 head etc.).
(5) Only one livestock animal unit weighing 300 pounds or more may be kept on a lot of two acres or less. An additional one acre is required for each additional animal.
(6) No less than 800 square feet of corral space shall be provided per horse.
(7) No less than 144 square feet of stall space shall be provided per horse.
(8) Adequate shelter consisting of shade and a wind break shall be provided for all other livestock.

(9) Animals and livestock which are part of a FFA program shall be considered exempt from Section 2.301(a) with an approved permit outlined in Section 2.302.

(b) All livestock shall be kept in a stable, shed, pen, or shelter at a distance no closer than 100 feet from every adjoining lot in a residential district and 150 feet from every residential structure other than the livestock owners residence. Land used for grazing pasture shall be excluded from the 150 foot distance requirement.

(c) An area for keeping livestock shall be kept clean at all times by raking, plowing, or turning under waste material or by other effective and approved sanitation methods.

(d) Regardless of the number of animals, outdoor pens or paddocks may not be allowed to be overgrazed or trampled to the extent that the soil is barren.

(e) Any structure used in maintaining livestock or fowl such as houses, barns, pens, stables or other structures shall be kept in a clean and sanitary manner and in good repair.

Sec. 2.302. Special Permit Exemption for Youth Programs

The Town of Sunnyvale supports and encourages local engagement in programs such as the National FFA organization and 4H organization. The FFA and 4H programs offer youth a chance to develop skills and local connections that will be mutually beneficial to their growth and the overall community.

On the authority of the animal control officer, animals and livestock which are part of a FFA or 4H program may obtain a permit provided certain requirements are met, including:

(1) Minimum lot size of greater than 1 acre. Goats and sheep may be considered on lots of less than 1 acre.
(2) The location where the animal will be housed is required to be identified on an exemption request form.
(3) Premise inspection by the animal control officer will be required to assure adequate space is provided for the housing and care of the animals.

ARTICLE 2.400: COMPLIANCE WITH CHAPTER NOT RELIEF FROM COMPLIANCE WITH OTHER REGULATIONS

Sec. 2.400 Compliance Required

The keeping of any animal in accordance with the provisions of this chapter shall not be construed to authorize the keeping of the animal in violation of the zoning ordinance or any other ordinance of the town.

Sec. 2.401 Nonconforming Use

(a) A person that lawfully owns or keeps wild animals, bees, or livestock as of the date this chapter is adopted may continue to do so as a nonconforming use until the nonconforming use is discontinued. The person may continue the nonconforming use without complying with this chapter, so long as the person complies with Chapter 2 of the Town Code, as it exists on the date this chapter is adopted, and with all other applicable state laws, ordinances, and regulations. The version of Chapter 2 in effect as of the date this chapter is adopted continues in effect as a nonconforming use, notwithstanding its repeal. A nonconforming use must meet the requirements of this section.

(b) The property boundaries of a nonconforming use may not be expanded upon beyond the uses boundaries as of the date this chapter is adopted.

(c) The existing structures of a nonconforming use may not be extensively modified or changed except for routine maintenance and repair or if there is a need to provide for the health and security of the animals and/or the public.

(d) A nonconforming use is not transferrable to another property or owner.

(e) A nonconforming use is discontinued if the use ceases for a period of six months.

ARTICLE 2.500: ANIMAL SHELTER ADVISORY COMMITTEE

Section 2.501 Establishment of committee

There is hereby created, pursuant to the provisions of Texas Health and Safety Code, Section 823.005, the Animal Shelter Advisory Committee.

Section 2.502 Purpose

The purpose of the Animal Shelter Advisory Committee shall be to provide recommendations for compliance with the Texas Health and Safety Code. If requested by the Town Council, the Committee may provide recommendations regarding compliance with the Texas Rabies Control Act and/or recommendations to improve the quality of the Town Animal Control Program.

Section 2.503 Animal Shelter Advisory Committee Membership

The Town Council shall appoint members to the Animal Shelter Advisory Committee. The Committee shall consist of five members, including at least one of the following: a licensed veterinarian, a county or municipal official, a person whose duties include the daily operation of the Town of Sunnyvale Animal Shelter, a representative from an animal welfare organization, and a resident of the town. Members of the Animal Shelter Advisory Committee need not be residents of the town, except for the one seat designated for a resident member.

Section 2.504 Meetings

The Animal Shelter Advisory Committee shall meet a minimum of three times per calendar year.

Section 2.505 Voting

Recommendations by the Committee shall require a majority vote of all members in attendance at a meeting.

ARTICLE 2.600: PENALTY FOR VIOLATIONS

Sec. 2.601 Penalties

An offense under this chapter is punishable by a fine not exceeding two thousand dollars ($2,000.00) except as otherwise set forth in Section 1.109 hereof.

CHAPTER 2

ANIMAL CONTROL

ARTICLE 2.100 GENERAL*

Sec. 2.101 Definitions

CURRENT ORDINANCE

In this chapter:

Adoption. The purchase of a dog or cat from the town for pet purposes.

(Ordinance 343 adopted 2/11/02)

Animal. Any living creature, including but not limited to dogs, cats, pigs, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Animal control. The animal control division of the town.

Animal control officer. Any person or agency designated by the manager of animal control to be an enforcement officer to enforce the provisions of this chapter.

(Ordinance 14-04 adopted 2/10/14)

Currently vaccinated. Vaccinated against rabies and satisfying all of the following criteria:

(1) The animal must have been at least 4 months of age at the time of the vaccination.

(Ordinance 343 adopted 2/11/02; Ordinance adopting Code)

(2) At least 30 days must have elapsed since the initial vaccination date.

(3) Not more than 12 months must have elapsed since the most recent vaccination date.

Dog. A domesticated member of the Family Canidae, but shall not include a wolf, jackal, coyote, fox, or other wild animal of this family.

Harborer. Any person who has care, custody, control, or possession of an animal for 72 hours or more.

Hybrid. The product of the mating of two different species of animals regardless of the number of generations born since that original mating.

(Ordinance 343 adopted 2/11/02)

Law enforcement officer. Any officer, agent, or employee of a state, county, or unit of local government authorized by law to prevent, detect, investigate, prosecute, or incarcerate any person for violation of any law. (Ordinance 14-04 adopted 2/10/14)

Licensed veterinarian. A person licensed to practice veterinary medicine, or his authorized representative under his direct supervision. (Ordinance 343 adopted 2/11/02)

Local rabies control authority. A person or agency designed by the Town to receive reports of animal bites, investigative bite reports, ensure quarantine of possible rabid animals and otherwise carry out the provisions of state law pertaining to animal control and eradication of rabies.

Manager of animal control. A person designated by the town manager or their authorized representative to supervise all aspects of animal control in accordance with this chapter.

(Ordinance 14-04 adopted 2/10/14)

CURRENT ORDINANCE

Owner. Any person owning, keeping, or harboring an animal.

Person. An individual, firm, partnership, association, corporation, or other legal entity.

Prohibited animal.

(1) An animal, other than a common domestic species and regardless of state or duration of captivity, that poses a potential physical or disease threat to the public or that is protected by international, federal, or state regulations, including but not limited to the following:

(A) Class Reptilia: Family Helodermatidae (venomous lizards); Family Viperidae (rattlesnakes, copperheads, cottonmouths, or pit vipers and true vipers); Family Elapidae (coral snakes, cobras, mambas, and other elapids); the following listed species of Family Colubridae - Dispholidus typus (Boomslang), Hyrodynastes gigas (water cobra, Boiga (mangrove snake), and Thelotornis (African twig snakes) only; Order Ophidia, Family Boidae (racers and water snakes); and Order Crocodilia (crocodiles, alligators, caimans, and gavials);

(B) Class Aves: Order Falconiformes (such as hawks, eagles, and vultures); Subdivision Ratitae (such as rheas and cassowaries) except ostriches and emus; and Order Strigiformes (such as owls);

(C) Class Mammalia: Order Carnivora, Family Felidae (such as ocelots, margays, tigers, jaguars, leopards, and cougars), except commonly accepted domesticated cats; Family Canidae (such as wolves, dingos, coyotes, and jackals), except domesticated dogs; Family Mustelidae (such as weasels, skunks, martins, mink, and badgers) except ferrets; Family Procyonidae (raccoon); Family Ursidae (such as bears); Order Marsupialia (such as kangaroos and common opossums); Order Edentata (such as sloths, anteaters, and armadillos); Order Proboscidea (elephants); Order Primata (such as monkeys, chimpanzees, and gorillas); Order Rodentia (such as porcupines); and Order Ungulata (such as camels) except antelope, deer or bison;

(D) Animals not listed: The director may declare any species of animal not listed in this subsection as "prohibited" if the confinement of the animal within the town can be shown to constitute a threat to public health and safety.

(2) Does not mean:

(A) A bird kept in a cage or aviary that is not regulated by international, federal, or state law; or

(B) A gerbil, hamster, guinea pig, or laboratory mouse or rat.

Protective custody. The holding of an animal in the town shelter or holding pen due to arrest, eviction, hospitalization, or death of the owner or harborer of the animal or at the request of a law enforcement agency.

Sterilized. The condition of a male or female animal incapable of reproduction.

Stray. An animal that is not restrained by a leash, fenced yard, or enclosed structure.

(Ordinance 343 adopted 2/11/02)

Vaccinated. Properly infected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and administered by a licensed veterinarian able to practice in this state. (Ordinance 14-04 adopted 2/10/14)

Sec. 2.102 Euthanasia of dogs and cats

A town department that operates a facility to destroy abandoned or unwanted dogs and cats shall use only a barbiturate or derivative substance approved for that purpose by the Federal Food and Drug Administration and administered under the direction of a licensed veterinarian to euthanatize dogs and cats. This section does not apply to action authorized by section 2.104 below. (Ordinance 343 adopted 2/11/02)

Sec. 2.103 Local rabies control authority designated; enforcement

(a) Authority. The manager of animal control, animal control officer, or their authorized designee is designated as the local rabies control health authority for the purposes of Texas Health and Safety Code, chapter 826.017, and shall perform the duties required of a local rabies control authority under that said chapter and the rules adopted by the Texas Board of Health.

(b) Enforcement.

(1) Enforcement of this chapter shall be the responsibility of a law enforcement officer, local rabies control authority, and/or animal control officer.

(2) The law enforcement officer, local rabies control authority, and/or animal control officer shall have the authority to issues citations for any violation of this chapter.

(3) If the person being cited is not present, the law enforcement officer, local rabies control authority, and/or animal control officer may send the citation to the alleged offender by registered or certified mail.

(4) It shall be unlawful for any person to interfere with the law enforcement officer, local rabies control authority, and/or animal control officer in the performance of duties.

(5) The law enforcement officer, local rabies control authority, and/or animal control officer are given the right to enter private property in the town for the purpose of determining whether or not any provision of this chapter has been violated and to impound any animal kept or harbored in violation of any terms of this chapter.

(Ordinance 14-04 adopted 2/10/14)

Sec. 2.104 Authority to impound or destroy animals

CURRENT ORDINANCE

(a) The chief of police, manager of animal control, or animal control officer is authorized to:

(1) Kill by appropriate and available means an animal which poses an imminent danger to a person or property and a real or apparent necessity exists for destruction of the animal; or

(2) Impound an animal which is diseased and endangers the health of a person or another animal.

(Ordinance 343 adopted 2/11/02; Ordinance 14-04 adopted 2/10/14)

(b) The manager of animal control or animal control officer is authorized to euthanize an impounded animal at the town shelter or holding pens if they determine that recovery of the animal from injury, disease, or sickness is in serious doubt.

(c) The manager of animal control or animal control officer may authorize a licensed veterinarian to euthanize an animal if the veterinarian and the manager of animal control or animal control officer determine that the recovery of the animal from injury, disease, or sickness is in serious doubt.

(Ordinance 14-04 adopted 2/10/14)

Sec. 2.105 Shelter/holding pens established

The town council shall select and establish facilities in the town for impoundment, maintenance of stray, diseased, or vicious animals and may establish facilities for the destruction of such animals. (Ordinance 343 adopted 2/11/02)

Sec. 2.106 Confinement of animals by individual

If an animal is found upon the premises of a person who is not the owner or harborer of the animal, the occupant of the premises may confine the animal. Within 72 hours after confinement, the occupant shall notify the manager of animal control or animal control officer to impound the animal. (Ordinance 14-04 adopted 2/10/14)

Sec. 2.107 Limit on number of dogs

No person, family or resident shall harbor, keep or maintain more than 4 adult dogs and/or 1 litter of pups on their premises, property or place of dwelling, if located on less than two acres, at any one time. The provisions of this article shall not be applicable to businesses operating kennels and dog breeder services.

Sec. 2.108 Stray animals

A person who harbors an animal commits an offense, without regard to his mental state, if he fails to restrain the animal in a fenced yard or an enclosed structure, or by a leash.

(Ordinance 343 adopted 2/11/02)

Sec. 2.109 Same–Impoundment

The manager of animal control or animal control officer is authorized to impound an animal, other than a cat or fowl, which strays in the town and may impound a cat or fowl which has been confined under

section 2.106 above. (Ordinance 14-04 adopted 2/10/14)

Sec. 2.110 Redemption period for animals **CURRENT ORDINANCE**

(a) The redemption period for an impounded animal, other than an animal seized pursuant to a court order, is within:

(1) 10 days of impoundment for a dog;

(Ordinance 343 adopted 2/11/02)

(2) 10 days of impoundment for an animal other than a dog if the manager of animal control or animal control officer has reason to believe the animal has an owner, otherwise there is no redemption period; (Ordinance 14-04 adopted 2/10/14)

(3) 10 days of impoundment for an animal held in protective custody; or

(4) 10 days following the release of an animal from quarantine.

(b) If an animal is not redeemed within the appropriate time period specified in subsection (a), the manager of animal control may sell, dispose of, or euthanize the animal in accordance with state law.

Sec. 2.111 Use of traps with holding mechanisms prohibited

(a) A person commits an offense if, within the town limits, he sets up or allows to be set up on his property a steel jaw trap, a spring trap with teeth or perforated edges on the holding mechanism, or any type of trap with a holding mechanism designed to reasonably ensure the cutting, slicing, tearing, or otherwise traumatizing of the entrapped prey.

(b) It is a defense to prosecution that the trap is:

(1) Designed and used to kill common rodents, such as rats and mice, and the trap is not placed in a manner or location that would endanger other domestic or wild animals or humans.

(2) Designed to kill and the trap is used under the direction of:

(A) The environmental health officer;

(B) The public health officer; or

(C) An agent of another governmental entity.

(c) A person who violates this section is guilty of an offense and, upon conviction, is punishable by a fine in accordance with the general penalty provision in section 1.109 of this code.

Sec. 2.112 Sale of impounded animals for research purposes

No animal impounded at the town shelter may be knowingly sold, or otherwise disposed of, for research purposes.

(Ordinance 343 adopted 2/11/02)

Sec. 2.113 Release of animals; fees CURRENT ORDINANCE

To redeem an animal, the owner or harborer of the animal shall pay to the manager of animal control or animal control officer the following fees:

(1) Any applicable registration fee for a dog or cat, if the owner or harborer of the animal can show proof of current vaccination; and

(2) A redemption fee of:

(A) A fee as set forth in the fee schedule in the appendix of this code for an animal delivered for impoundment to the town shelter by a person other than a town employee in the performance of his official duties; or

(B) A fee as provided for in the fee schedule in the appendix of this code for an animal impounded at a location other than the town shelter.

(Ordinance 343 adopted 2/11/02; Ordinance 14-04 adopted 2/10/14)

Sec. 2.114 Removal of animals from town shelter

A person commits an offense if he removes or attempts to remove an animal from the town shelter without first paying all impoundment, maintenance, and other redemption fees assessed. (Ordinance 343 adopted 2/11/02)

Sec. 2.115 Impoundment records

The manager of animal control or animal control officer shall keep records which contain the following information on impounded animals:

(1) Description.

(2) Date of impoundment.

(3) Date of sale, adoption, redemption, or destruction.

(4) Sale price, if sold.

(5) Name and address of person who buys, adopts, or redeems.

(Ordinance 343 adopted 2/11/02; Ordinance 14-04 adopted 2/10/14)

Sec. 2.116 Herding prohibited without adequate supervision

No person may move cattle from one location to another location by herding the livestock on, along, or across a public street or highway in the town unless such herding is adequately supervised so as to ensure the safety of other persons, including motorists, using such street or highway.

Sec. 2.117 Shelter required for animals

(a) All animal shelters, adoption agencies, pet shops and owners or harborers of animals shall provide shelter for such animals. All shelters must be clean, dry and sanitary and be of a minimum square footage per animal confinement as follows:

(1) Dogs: Four feet by four feet;

(2) Cats: Two feet by three feet with a perch.

CURRENT ORDINANCE

(b) A person commits an offense if he:

(1) Owns or harbors an animal that is habitually kept outside; and

(2) Fails to provide shelter that would keep the animal reasonably clean, dry, and comfortable.

(c) It is a defense to prosecution under subsection (b) that within 10 calendar days after being issued a citation, the person provided the required shelter for the animal.

Sec. 2.118 Selling of animals for pet purposes

(a) A person who sells in the town a warm-blooded animal, except as excluded in this section, to any person or entity for use, retention, resale, or transfer of the animal as a pet shall:

(1) Have had the animal examined by a veterinarian in the past 30 days; and

(2) Furnish the purchaser a certificate in the following format and containing specific information identified in the parentheses, which certificate shall be signed by the seller: The (description of animal) sold by (name of seller) to (name of buyer) on (date of sale) (is) (is not) a primate and has been examined on (date of examination) by (name of veterinarian), a licensed veterinarian who certified that the animal was found free of disease or parasites. (Signature of seller).

(b) Subsection (a) of this section does not apply to the sale of the following animals:

(1) Any domestic animal

(2) Finches

(3) Rats

(4) Psittacine birds

(5) Hamsters

(6) Mice

(7) Canaries

(8) Guinea pigs

(9) Gerbils

(10) Rabbits

(c) A person commits an offense if he knowingly sells an animal, which has a disease or internal parasites, for use, retention, resale, or transfer as a pet.

(d) If an animal is a primate, the seller shall furnish a certificate from a licensed veterinarian certifying that the animal was tested for tuberculosis and is free of the disease.

(e) A person commits an offense if he knowingly makes a false statement in a certificate required under this section.

Sec. 2.119 Cruelty to animals **CURRENT ORDINANCE**

(a) A person commits an offense if he intentionally or knowingly:

(1) Tortures or seriously overworks an animal;

(2) Fails to provide necessary food, care, or shelter for an animal in his custody;

(3) Abandons an animal in his custody;

(4) Transports or confines an animal in a cruel manner;

(5) Kills, injures, or administers poison to an animal, other than cattle, horses, sheep, swine, or goats, belonging to another without legal authority or the owner's effective consent;

(6) Causes one animal to fight with another;

(7) Uses a live animal as a lure in dog race training or in dog coursing on a racetrack; or

(8) Trips a horse.

(b) For purposes of this section:

(1) "Animal" means a domesticated living creature and wild living creature previously captured. "Animal" does not include an uncaptured wild creature or a wild creature whose capture was accomplished by conduct at issue under this section.

(2) "Trip" means to use an object to cause a horse to fall or lose its balance.

(c) It is a defense to prosecution under subsection (a)(5) that the animal was discovered on the person's property in the act of or immediately after injuring or killing the person's goats, sheep, cattle, horses, swine, or poultry and that the person killed or injured the animal at the time of this discovery.

(d) It is a defense to prosecution under subsection (a)(8) that the actor tripped the horse for the purpose of identifying the ownership of the horse or giving care to the horse.

(Ordinance 343 adopted 2/11/02)

(e) Any person found guilty of cruelty to animals shall be subject to penalties as provided for in the Texas Penal Code. (Ordinance adopting Code)

Sec. 2.120 Prohibited animals

(a) A person commits an offense if he owns, possesses, exhibits, or harbors a prohibited animal within the town.

(b) A person who violates this section is guilty of an offense and, upon conviction, is punishable by a

fine in accordance with the general penalty provision in section 1.109 of this code.

(Ordinance 343 adopted 2/11/02)

CURRENT ORDINANCE

Sec. 2.121 Rabies control

(a) Vaccination requirement. All dogs and cats within the town shall be vaccinated against rabies as required by V.T.C.A, Health and Safety Code, chapter 826, section 826.021 et seq., and the rules in 25 TAC 169.29.

(b) Offense.

(1) It is an offense for a person to fail or refuse to vaccinate against rabies each dog or cat owned by the person as required by this section. Such violation is an offense of section 826.022 of the Texas Health and Safety Code.

(2) It is an offense for a person to fail to provide to a person charged with enforcing this chapter under subsection (d)(1) an official rabies vaccination certificate or rabies tag number if:

(A) Such person is an owner of a dog or cat located within this town;

(B) Such person's dog or cat is required to be vaccinated against rabies by this section; and

(C) The person charged with enforcing this chapter shall request that the owner of the dog or cat provide proof of rabies vaccination.

State law references–Rabies vaccinations, V.T.C.A, Health and Safety Code, sec. 826.021 et. seq.; confidentiality of certain information in rabies vaccination certificate, V.T.C.A, Health and Safety Code, sec. 826.0211.

(c) Animals exposed to rabies. Any person having knowledge of the existence of any animal known to have been, or suspected of being, exposed to rabies must immediately report such knowledge to the local rabies control, giving any information that may be required. For any animal known to have been, or suspected of being, exposed to rabies, the following rules must apply:

(1) Animals having current vaccination must be revaccinated immediately and confined according to the method prescribed by the local rabies control authority for a period of not less than ninety (90) days.

(2) Animals not having a current vaccination should be humanely destroyed. However, if the owner of such an animal elects, he may, at his expense and in a manner prescribed by the local rabies control authority, confine said animal. Such animal must be vaccinated immediately following exposure and quarantined for not less than six (6) months. A revaccination shall be completed one (1) month prior to release from quarantine.

(d) Reporting and investigation of animal bites to humans.

(1) Reporting requirement. Any person having knowledge of an animal bite to a human will report the incident to the police or local rabies control authority as soon as possible, but no later than twenty-four (24) hours from the time of the incident.

(2) Quarantine. The owner of the biting animal will place that animal in quarantine under the supervision of the local rabies control authority as prescribed in subsection (e).

(3) Investigation. Utilizing standardized reporting forms provided by the department of state health services (DSHS), the local health authority will investigate each bite incident.

(4) Exclusions. Human bites from rodents, rabbits, birds and all cold-blooded animals are excluded from the reporting requirements of this section.

State law reference–Reports of rabies, V.T.C.A, Health and Safety Code, sec. 826.041.

CURRENT ORDINANCE

(e) Quarantine of animal that has bitten human.

(1) Procedure; home quarantine. When a dog or cat that has bitten a human is identified, the owner is required to produce the animal for ten (10) days confinement at the owner's expense. Refusal to produce said dog or cat constitutes a violation of this section, and each day of such refusal constitutes a separate and individual violation. The ten-day observation period will begin on the day of the bite incident. The animal must be placed in the animal control facilities specified for this purpose, if available. However, the owner of the animal may request permission from the local rabies control authority for home quarantine if the following criteria can be met:

(A) Secure facilities must be available at the home of the animal's owner, and must be approved by the local rabies control authority.

(B) The animal is currently vaccinated against rabies.

(C) The animal control officer, local rabies control authority or licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the local rabies control authority must be notified by the person having possession of the animal. At the end of the observation period, the release from quarantine must be accomplished in writing.

(D) The animal is not in violation of any laws at the time of the bite.

(E) The victim of the bite was a member of the immediate family.

(F) If the biting animal cannot be maintained in a secure quarantine, it shall be humanely destroyed and the brain submitted to DSHS certified laboratory for rabies diagnosis.

(f) Interruption of observation. It shall be unlawful for any person to interrupt the ten-day observation period.

(g) Wild animals. No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely killed in such manner that the brain is not mutilated. The brain shall be sent to DSHS certified laboratory for rabies diagnosis.

(h) State rules. In addition to the procedures in this section, the rules of 25 TAC 169.27 shall be followed.

State law references–Rabies reports and quarantine, V.T.C.A, Health and Safety Code, sec. 826.041 et seq; quarantine of

animals, V.T.C.A, Health and Safety Code, sec. 826.042; release or disposition of quarantined animal, V.T.C.A, Health and Safety Code, sec. 826.043.

CURRENT ORDINANCE

(Ordinance 14-04 adopted 2/10/14)

Sec. 2.122 Maintenance of premises

(a) A person commits an offense if he permits any yard, ground, premises, or structure belonging to, controlled by, or occupied by him to become nauseous, foul, offensive, or injurious to the public health or unpleasant and disagreeable to adjacent residents or persons due to the accumulation of animal excreta.

(b) A person commits an offense if he permits an animal or animal excreta on property owned, controlled, or occupied by him to emit beyond his property line an odor, the strength of which equals or exceeds 2 odor units as measured by the director on a Barnaby-Cheney Scentometer or an equivalent odor-testing device.

(c) A person who violates this section is guilty of an offense and, upon conviction, is punishable by a fine in accordance with the general penalty provision in section 1.109 of this code.

Sec. 2.123 Disturbance by animals

(a) A person commits an offense if he knowingly harbors an animal that unreasonably barks, howls, crows, or makes other unreasonable noise near a private residence. Noise made by an animal is unreasonable under this subsection if the noise:

(1) Continues more than 15 minutes; or

(2) Exceeds the sound pressure level allowed in a residential district under existing ordinances.

(b) A person who is disturbed by an animal that unreasonably barks, howls, crows, or makes other unreasonable noise near a private residence may file a disturbance complaint with the manager of animal control. A disturbance complaint must include the name and address of the complainant, the location of the disturbance, and the times that the animal is causing the disturbance.

(c) The manager of animal control shall mail to the owner or harborer of the animal a notice that a disturbance complaint has been received. A copy of the notice shall be mailed to the complainant.

(d) If an owner or harborer continues to allow his animal to cause a disturbance, the animal control officer shall issue a citation to such owner or harborer.

Cross reference–Ch. 8, Offenses and nuisances.

Sec. 2.124 Interference with an agent

(a) A person commits an offense if he interferes with, hinders, or molests any agent of animal control in the performance of his official duties.

(b) A person who violates this section is guilty of an offense and, upon conviction, if punishable by a fine in accordance with the general penalty provision in section 1.109 of this code.

Sec. 2.125 Violations; penalty; defense

CURRENT ORDINANCE

(a) A person who violates a provision of this chapter, or who fails to perform an act required of him by this chapter, commits an offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.

(b) An offense under this chapter is punishable by a fine in accordance with the general penalty provision in section 1.109 of this code.

(c) A person may not be issued more than one notice for a violation of this chapter before a citation will be issued.

(Ordinance 343 adopted 2/11/02)

ARTICLE 2.200 DANGEROUS DOGS*

Provisions regarding the designation and keeping of dangerous dogs shall be governed by those regulations set forth in V.T.C.A., Health and Safety Code, Chapter 822. (Ordinance adopting Code)

ARTICLE 2.300 LIVESTOCK†

Sec. 2.301 Standards for the keeping of farm livestock

As used in this article, the following terms mean:

Cows. Shall be inclusive of all bovine.

Goats. Shall be inclusive of all caprine.

Horses. Shall be inclusive of all equine.

Pigs. Shall be inclusive of all swine.

Sheep. Shall be inclusive of all ovine.

Sec. 2.302 Regulations

(a) Pigs. The keeping of pigs is prohibited on a platted lot of one acre or less in all residential zoning districts. In all other areas the keeping of pigs shall be prohibited if the pen, corral, fences, or similar enclosures are closer than 50 feet to any adjacent property line or within 100 feet of any building or structure used for sleeping, dining, or living quarters of the owner or keeper, excluding fencing of pasture or grazing land. The pen, corral, fences or other enclosure shall be kept in a sanitary condition, and shall also be kept in such a manner as will be reasonably calculated not to become offensive to adjacent neighbors or to the public.

(b) Cows. The keeping of cows is prohibited on a platted lot of one acre or less in all residential zoning districts. In all other areas the keeping of cows shall be prohibited if the pen, corral, fences, or similar enclosures are closer than 50 feet to any adjacent property line or within 100 feet of any building or structure used for sleeping, dining, or living quarters of the owner or keeper, excluding fencing of pasture or grazing land. The pen, corral, fences or other enclosure shall be kept in a sanitary condition, and shall also be kept in such a manner as will be reasonably calculated not to become offensive to adjacent neighbors or to the public.

(c) Sheep. The keeping of sheep is prohibited on a platted lot of one acre or less in all residential zoning districts. In all other areas the keeping of sheep shall be prohibited the pen, corral, fences, or similar enclosures are closer than 50 feet to any adjacent property line or within 100 feet of any building or structure used for sleeping, dining, or living quarters of the owner or keeper, excluding fencing of pasture or grazing land. The pen, corral, fences or other enclosure shall be kept in a sanitary condition, and shall also be kept in such a manner as will be reasonably calculated not to become offensive to adjacent neighbors or to the public.

(d) Goats. The keeping of goats is prohibited on a platted lot of one acre or less in all residential zoning districts. In all other areas the keeping of goats shall be prohibited if the pen, corral, fences, or similar enclosures are closer than 50 feet to any adjacent property line or within 100 feet of any building or structure used for sleeping, dining, or living quarters of the owner or keeper, excluding fencing of pasture or grazing land. The pen, corral, fences or other enclosure shall be kept in a sanitary condition, and shall also be kept in such a manner as will be reasonably calculated not to become offensive to adjacent neighbors or to the public.

(e) Horses. The keeping of horses is permitted in all zoning districts subject to the following standards:

(1) Not more than 1 horse may be kept on a lot or parcel of land of less than 87,120 square feet, provided such horse is enclosed in a pen or corral containing at least 800 square feet, including a stable under roof of at least 100 square feet per animal and further provided that the pen, corral, fences or similar enclosures are not closer than 15 feet to any adjacent property line, and 100 feet to any building or structure used for sleeping, dining, or living other than the living quarters of the owner or keeper, excluding fencing of pasture or grazing land, and shall be kept in a sanitary condition, and shall also be kept in such a manner as well be reasonably calculated not to become offensive to adjacent neighbors or to the public.

(2) 2 or more horses require at least 1 acre of land, 43,560 square feet, for each additional horse above 1. For each horse, 100 square feet of roofed stall must be provided, plus 800 square feet of corral or pen area. All such facilities must be 15 feet from the adjacent property line, and 100 feet to any building or structure used for sleeping, dining or living other than the living quarters of the owner or keeper, excluding the fencing of pasture or grazing land, and shall be kept in a sanitary condition, and shall also be kept in such a manner as will be reasonably calculated not to become offensive to adjacent neighbors or to the public.

Sec. 2.303 Stables, farms, pens and corrals

Standings under roofed stables must be made of material which provides for proper drainage so as not to create offensive odors, fly breeding or other nuisances. Fences for pens and corrals or similar enclosures must be of sufficient height and strength to retain animals.

Sec. 2.304 Farm livestock at large

It shall be unlawful for the owner, keeper or person in charge of any horse, mule, jack, jennet, cow, cattle, hog, sheep, or goat or similar animal, to allow or permit the same to run at large within the town.

(Ordinance 343 adopted 2/11/02)

Sec. 2.305 Keeping of rabbits, pigeons, and fowl

(a) Purpose. To regulate certain animals in residentially zoned areas.

(b) In this section, "regulated animal(s)" means any rabbit, pigeon and fowl used for food or sport. Fowl includes, but is not limited to, turkeys, geese, ducks, pea-fowl, guinea fowl, chickens, and roosters.

(c) A person commits an offense if the person knowingly keeps or maintains any number of regulated animals within fifty (50) feet of any regulated structures as defined in subsection (e).

(d) The keeping and maintaining of regulated animals as defined in subsection (b) above on residentially zoned property must abide to the following number limitations:

(1) < 1/4 acre: Not to exceed one regulated animal.

(2) > 1/4 acre to 1/3 acre: Not to exceed four (4) regulated animals.

(3) > 1/3 acre to 1/2 acre: Not to exceed six (6) regulated animals.

(4) > 1/2 to 6/10 acre: Not to exceed eight (8) regulated animals.

(5) > 6/10 to 1 acre: Not to exceed ten (10) regulated animals.

(6) > 1 acre: No more than 5 regulated animals per additional acre.

However, roosters, male pea-fowl, or guinea fowl are prohibited on less than two acres.

(e) If a regulated animal is kept in or confined by any building or structure, such as a stable, barn, shed, pen, or fence, the distances required by subsection (c) shall be measured in a straight line from the nearest point of such building or structure to the nearest point of a regulated structure. For the purposes of this section, a regulated structure shall mean: residential structure or building used for human habitation; restaurant, cafe, or other eating establishment; or church, school, hospital, convalescent home, nursing home or residential treatment facility property line.

(f) A person keeping or maintaining any regulated animals commits an offense if the person fails to:

(1) Collect the animals' wastes daily in a rat-proof and fly-tight container or receptacle;

(2) Store wastes collected pursuant to subsection (f)(l) in a closed fly-proof and rat- proof container, and in a manner that prevents the escape of odors from the container; and

(3) Dispose of wastes collected pursuant to subsection (f)(1) at least once each week in a manner that prevents the breeding of flies.

(Ordinance 518 adopted 8/23/10)

ARTICLE 2.400 ANIMAL SHELTER ADVISORY COMMITTEE

Sec. 2.401 Establishment

There is hereby created, pursuant to the provisions of Texas Health and Safety Code, section 825.005, the animal shelter advisory committee.

Sec. 2.402 Purpose

The purpose of the animal shelter advisory committee shall be to provide recommendations for compliance with chapter 823 of the Texas Health and Safety Code. If requested by the town council, the

committee may provide recommendations regarding compliance with the Texas Rabies Control Act and/or recommendations to improve efficiency and quality of the town animal control program.

Sec. 2.403 Membership

The town council shall appoint members to the animal shelter advisory committee. The committee shall consist of five (5) members; which include: at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of the town's animal shelter, one representative from an animal welfare organization, and one citizen that resides within the town. It shall not be necessary for all the members appointed to the animal shelter advisory committee to be residents of the town, except for the one seat designated as a citizen member.

Sec. 2.404 Terms

The members of the animal shelter advisory committee shall be appointed for two-year periods or until a qualified successor is appointed. The members shall serve staggered terms with two (2) members being appointed in even-numbered years and two (2) members being appointed in odd-numbered years, with exception given to the individuals whose duties include the daily operation of the town's animal shelter.

Sec. 2.405 Meetings

The animal shelter advisory committee shall meet a minimum of three (3) times per calendar year.

Sec. 2.406 Voting

Recommendations by the committee shall require a majority vote of all members in attendance.

(Ordinance 14-04 adopted 2/10/14)

CURRENT ORDINANCE

Town of Sunnyvale

Mid Year Budget Review May 9, 2016

To: Town Manager

From: Elizabeth Hopkins, Finance Director

Date: May 9, 2016

Re: Mid Year Budget Review 03/31/16

Please find attached the updated information regarding the FY 2015-2016 General Fund, Utility Fund, Debt Service, Impact Funds and EDC's Operating Budgets that include a summary of current activities and recommended adjustments for the fiscal year. I have highlighted in yellow changes from the original Approved Budget.

ORDINANCE 16-09

AN ORDINANCE AMENDING AN ORDINANCE WHICH MADE APPROPRIATIONS FOR THE SUPPORT OF THE TOWN OF SUNNYVALE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; AND AMENDING THE ANNUAL BUDGET OF THE TOWN OF SUNNYVALE FOR THE 2015-2016 FISCAL YEAR.

WHEREAS, as a result of a mid-year budget review it is found that various shortages or overages do exist in certain revenue and expenditure categories and/or activities within the FY 2015-2016 budgeted as adopted,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE:

SECTION 1. The appropriations for the fiscal year beginning October 1, 2015 and ending September 30, 2016, for the support of the general government of the Town of Sunnyvale, Texas, be amended for said terms in accordance with the expenditures shown in the Town's Fiscal Year 2015-2016 Budget, a copy of which amendments are attached to and incorporated into this Ordinance for all purposes as Exhibit A.

SECTION 2. The amendments to the budget as shown in Exhibit A, are hereby approved in all respects and adopted for the fiscal year beginning October 1, 2015 and ending September 30, 2016.

Introduced and read at the Town Council meeting on May 9, 2016.

PASSED AND APPROVED THIS THE 23TH DAY OF MAY, 2016.

_____
Jim Phaup, Mayor

ATTEST:

_____
Leslie Malone, Town Secretary

TOWN OF SUNNYVALE
2015-2016 MID-YEAR BUDGET
GENERAL FUND, UTILITY FUND
DEBT SERVICE, IMPACT FUNDS, EDC FUNDS

GENERAL FUND

Excess or (Deficit) Revenue/Expenditure:

Budget	($145,246)	229 Days	77%
Mid Year	($520,850)	191 Days	63%
Difference	($375,578)		

Revenues: Increase $528,378

Transfer In From Assigned/Restricted Funds	$407,722
Increase to Property Tax/Other Revenues to Actual	$120,656
Total Increase to Revenues	$528,378

Expenses: Increase $898,635

Roads	$519,091
Beltline/Creekside Traffic Light	$250,000
Department Line Items Changes (Net)	$134,864
Total Increase to Expenses	$903,955

General Fund Revenue: Total Revenues are in line at 76% of the annual budget amount and we are recommending budget amendments that result in a total increase in the General Fund Revenues of $528,378. The increase is due to transferring the assigned fund balance that was set aside in previous years for road maintenance, Stoney Creek road maintenance, and the Beltline Creekside traffic light. Property tax collections, developer fees and the gain on the sale of assets, primarily the sale of 527 Long Creek, were increased to actual.

General Fund Expenditures: General Fund Expenditures total 41% of the annual budget amount. Staff recommends adjustments that will result in a net increase of $903,955 of which $769,091 is road maintenance expenses and the traffic light at Beltline and Creekside. The adjustments are as follows:

Town Manager: Decrease of $23,270 by reducing the level of legal fees due to settled litigation, lower newsletter and web page services costs. Increases include personnel, moving expenses and the final payment on the traffic light at Tripp and Collins.

Town Secretary: Decrease of $5,517 to lower the Election Services line item to due to the cancelled May election, due to candidates running unopposed. Employee training was increased $1,700.

Finance: Increase $12,301 for payroll costs and the annual subscription for the OpenGov platform.

Court: Increase $38,050 to purchase six (6) Ticket Writers to replace the current equipment that will become obsolete and unsupported due to changes in technology. The current Ticket Writers are approximately 8 years old.

Parks & Streets: Increase $5,000 includes the addition of funds to replenish the special events line item due to the unforeseen parade expenses. The increase is offset by a reduction in fuel costs, general operating supplies and equipment maintenance.
Special Events Detail follows this Department Budget.

Development Services:	Reallocation of certain line items with no overall increase.
Contract Police:	Increase $69,800 for the anticipated costs of foundation work on the DSO substation and utility costs. The increase is offset in part by discontinuing manned traffic control at Raider Lane.
Fire & EMS:	Reallocation of certain line items with no overall increase.
Library:	Increase $500 for the increase in the Unemployment Rate.
Non Departmental:	Increase $38,000 for tornado related expenses, projector for the Council chambers and telephone expenses related to the conversion from AT&T. Staff is working with AT&T to resolve charges for cross over coverage during the conversion. AT&T issued a credit against future charges as opposed to a refund, which will take 3 years to clear and staff is seeking a more appropriate solution. *Tornado related expense detail follows this Department Budget.*
Roads:	Increase $519,091 to rebuild 5 miles of road in partnership with Dallas County. Original budget was for 1.5 miles. $1,003,992 1. Town East from Belt Line to Polly Road including the Town East Collins intersection. 2. Tripp Road from the Falls to East Fork Road. 3. East Fork Road from Tripp to HWY 80. $ 225,000 1. Long Creek, N. Collins and Tripp Road. 2. Road repair equipment. 3. Street Sign replacement. 4. Equipment rental as needed. *Road detail follows this Department Budget.*
Transfers:	Increase $250,000 for transfer from the assigned fund for the installation of the traffic light at Beltline and Creekside in the current fiscal year.

Contracts detail follows this Department Budget.

GENERAL FUND

General Fund Balance Summary

	Mid Year Budget Review	Approved Budget 2015-2016	Actual YTD 03/31/16	% of Budget	Recommended Adjustment	Amended Budget 2015-2016	% Change
	Beginning Fund Balance - Audited	5,175,184	5,175,184			5,175,184	
Revenue Summary							
	Property Taxes	3,069,000	3,062,593	100%	4,844	3,073,844	0%
	Permits/Licenses	205,125	130,823	64%	6,000	211,125	3%
	Franchise Fees	996,000	537,673	54%	8,752	1,004,752	1%
	Sales Tax	1,500,000	766,624	51%	0	1,500,000	0%
	Developer/Engineering Fees	23,200	41,176	177%	18,976	42,176	82%
	Court Fines	428,700	208,343	49%	0	428,700	0%
	Interest	300	107	36%	0	300	0%
	Ambulance Service Fees	44,200	19,582	44%	0	44,200	0%
	Operating Transfer In	117,000	0	0%	407,722	524,722	348%
	Miscellaneous	10,787	4,732	44%	30	10,817	0%
	Gain/Loss on Sale of Assets	0	81,607	0%	81,607	81,607	0%
	Grant Revenue	0	447	100%	447	447	100%
Total Revenues		**6,394,312**	**4,853,708**	**76%**	**528,378**	**6,922,690**	**8%**
Expenditure Summary							
	Town Manager	332,862	124,593	37%	(23,270)	309,592	-7%
	Town Secretary	156,462	77,711	50%	(5,517)	150,945	-4%
	Finance	250,720	119,503	48%	12,301	263,021	5%
	Court	172,400	68,736	40%	38,050	210,450	22%
	Parks & Streets	502,652	213,462	42%	5,000	507,652	1%
	Development Services	765,324	294,165	38%	0	765,324	0%
	Contract Police	1,540,753	775,719	50%	69,800	1,610,553	5%
	Fire & EMS	895,250	426,597	48%	0	895,250	0%
	Library	194,500	86,890	45%	500	195,000	0%
	Non-Departmental	379,261	266,068	70%	38,000	417,261	10%
	Road Maintenance	1,099,400	201,696	18%	519,091	1,618,491	47%
	Transfer to Restricted/Assigned Funds	250,000	29,790	12%	250,000	500,000	100%
Total Expenses		**6,539,584**	**2,684,927**	**41%**	**903,955**	**7,443,539**	**14%**
Excess or (Deficit) Revenue/Expenditures		**(145,272)**	**2,168,781**		**(375,578)**	**(520,850)**	
	Vehicle Replacement	371,787	389,720			639,720	
	Non Spendable - Promissory Note	40,603	40,603			30,603	
	Restricted - Road Maintenance	151,331	151,331			0	
	Committed - Stoney Creek Road Repair	63,473	38,951			38,951	
	Sunnyvale - Sidewalks	25,000	25,000			25,000	
	Assigned - Traffic Light	250,000	250,000			0	
	Reserved - Parks	25,075	25,075			25,075	
	Total Restricted/Assigned	927,269	920,680			759,349	
	Unassigned	**4,102,643**	**6,423,284**	**157%**	**(375,578)**	**3,894,985**	**-9%**
	Total Fund Balance	**5,029,912**	**7,343,965**	**146%**	**(375,578)**	**4,654,334**	**-7%**
	Equivalent Operating Days (Total)	229				191	
	Percent of Operating Expenses	77%				63%	

RETURN TO AGENDA

General Fund Revenues	Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
5100 - Taxes						
Taxes						
5111 Current Year Taxes	3,041,200	Certified Appraisal Rolls 2015	3,038,680	100%	8,000	3,049,200
5112 Delinquent Taxes - 1 Year	15,000	Dallas County Tax Office 03.31.16 Protests/Settlements/Reappraisals	2,770	18%	(12,000)	3,000
5113 Delinquent Taxes - 2 Years	3,500	Dallas County Tax Office 03.31.16 Protests/Settlements/Reappraisals	1,834	52%	(1,500)	2,000
5114 Delinquent Taxes - 3 Years	4,300	Dallas County Tax Office 03.31.16 Protests/Settlements/Reappraisals	2,196	51%	(1,800)	2,500
5115 Delinquent Taxes - Over 3 Years	0	Dallas County Tax Office 03.31.16 Protests/Settlements/Reappraisals/Increase to Actual	7,569	0%	7,600	7,600
5120 Penalty & Interest Ad Valorem	5,000	Dallas County Tax Office 03.31.16 Protests/Settlements/Reappraisals/Increase to Actual	9,544	191%	4,544	9,544
5130 Franchise Taxes - Other	99,000	Based on 5 Year Average	28,279	29%		99,000
5131 Franchise Taxes - Electric	501,000	Based on 5 Year Average	156,522	31%		501,000
5132 Franchise Taxes - Gas	300,000	Based on 5 Year Average/Increase to Actual	308,752	103%	8,752	308,752
5133 Franchise - Solid Waste	96,000	Residential Growth	44,119	46%		96,000
5135 Alcoholic Beverage Tax	0	Beer/Wine Included in Sales Tax Receipts 5140	0	0%		0
5140 Sales Tax Receipts	1,200,000	Based on CY Annualized	613,299	51%		1,200,000
5142 Sales Tax Receipts - Roads	300,000	Based on CY Annualized	153,325	51%		300,000
Revenue Category Total	5,565,000		4,366,890	78%	13,596	5,578,596
5300-Permits, Fees & Fine						
5311 Building Permits	150,000	Based on Expected Growth	89,118	59%		150,000
5312 Elec/Plmbg/Heat/Air Permits	16,000	Based on Expected Growth	6,850	43%		16,000
5313 Zoning & Plat Permits	14,000	Based on Expected Growth/Increase to Actual	16,774	120%	6,000	20,000
5314 Health Permits	4,100	Based on CY Annualized	520	13%		4,100
5315 Other Permits	9,200	Based on CY Annualized	9,210	100%		9,200
5316 Contractor's Registration	11,800	Based on 5 Year Average	8,350	71%		11,800
5317 Developer 3% Fee for Engineering	20,000	Based on 5 Year Average/Increase to Actual Stoney Creek 2G	38,976	195%	18,976	38,976
5318 Applications - Building/Construction	25	Based on 5 Year Average	0	0%		25
5319 Engineering Related Fees	3,200	Based on 5 Year Average	2,200	69%		3,200
5321 Library Fines	1,600	Based on 5 Year Average	198	12%		1,600
5322 Court Fines & Fees	332,000	Based on CY Annualized	163,777	49%		332,000
5336 DSO Arrest/Warrant Fees	55,000	Based on CY Annualized	30,419	55%		55,000
5350 Adm. Fees/Def Dr Fees/Other	41,700	Based on CY Annualized	14,147	34%		41,700
5360 Ambulance Billing Revenue	44,200	Based on 5 Year Average	19,582	44%		44,200
5361 Town Hall Rental	2,500	Based on 5 Year Average	1,500	60%		2,500
5363 Animal Control Donation	687	Based on 2014-2015 Actual	255	37%		687
5364 Animal Control/Impound Fees	1,500	Based on 5 Year Average	779	52%		1,500
5365 Code Mowing	1,500	Dependent upon compliance	0	0%		1,500
5388 Operating Transfer In - Water	25,000	Committed Amount Annual	0	0%		25,000
5389 Operating Transfer In - 4A	12,000	Committed Amount Annual	0	0%		12,000
5390 Operating Transfer In - 4B	80,000	Committed Amount Annual	0	0%		80,000
5399 Transfer In From Assigned/Restricted	0	$151,133 PY Roads, $24,522 Stoney Creek, Less $17,933 Vehicle Replacement	0	0%	407,722	407,722
		$250,000 Traffic Light Beltline & Creekside				
Revenue Category Total	826,012		402,657	49%	432,698	1,258,710
5500-Other Revenues						
5510 Interest Earned	300	Based on 5 Year Average	107	36%		300
5512 Copies, Maps & Ordinances	0	Increase to Actual	30	0%	30	30
5513 Grant Revenue	0	Increase based on trend. Offset in Grant Expense./Increase to Actual	198	0%	198	198
5516 Library Grant Funds	0	Increase to Actual - Interlocal Library Program	249	0%	249	249
5520 Miscellaneous Revenue	3,000	racks at Long Creek, 2 F-150's	1,970	66%		3,000
5522 Intergovernmental Revenue	0			0%		0
5525 Gain/Loss on Sale of Assets	0	Sale of Long Creeek = $63,674 Vehicle Replacement $17,933.00	81,607	0%	81,607	81,607
Revenue Category Total	3,300		84,161	2550%	82,084	85,384
Total Revenue	**6,394,312**		**4,853,708**	**76%**	**528,378**	**6,922,690**

RETURN TO AGENDA

11 General Fund 601 Town Manager		Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Labor and Benefits							
601-6000	Wages & Salaries	126,000	1 Full Time Position - contractual	58,001	46%		126,000
601-6002	TMRS	15,900	12.55% Weighted average, 12.35 % effective 01.01.16	8,879	56%		15,900
601-6003	Buy Back	2,800	Historical trend/Increase to projected	3,198	137%	6,000	8,800
601-6004	Payroll Taxes - FICA	9,700	7.65%	3,836	8%		9,700
601-6005	Employee Insurance	1,500	Per TML	735	54%		1,500
601-6006	Workers Comp	1,000	Per TML	815	34%		1,000
601-6007	Unemployment	207	.1% on first $ 9,000 per employee per Texas Workforce Comm/Increase to 1.9%	342	2406%	135	342
601-6008	Other Compensation	10,000	Non-wage benefit credit - contractual	4,980	36%		10,000
601-6009	Car/Mileage Allowance	7,200	Car allowance - 12 months @ $ 600 per month	3,600	50%		7,200
	Category Total	174,307		84,385	48%	6,135	180,442
Supplies and Materials							
601-6103	Telephone	720	1 Cell Phone $60 per month	360	50%		720
601-6209	Newsletter	6,000	12 Water Bills Inserts; 2 Rush Charges Avg. Cost $500/Printing in-house	736	12%	(5,000)	1,000
	Category Total	6,720		1,096	16%	(5,000)	1,720
Contractual Services							
601-6402	Legal Fees	129,000	Based on pending litigation, project consultant needs	23,066	18%	(29,000)	100,000
601-6404	Web Page Services	9,515	Civic Plus Town Website Maintenance & Socialmentum	5,858	62%	(3,000)	6,515
	Category Total	138,515		28,924	21%	(32,000)	106,515
Training/Dues/Subscriptions							
601-6500	Dues and Subscriptions	3,350	ICMA, TEDC, NCTCOG, TML	430	13%		3,350
601-6501	Training	3,000	Increased for conference attendance, community outreach	20	1%		3,000
601-6503	Mayor & Council Expense	6,970	24 Meals $250 per meal + Mayor Council Training/Conventions/Moving Incentive Fire Chief	7,026	101%	4,882	11,852
	Category Total	13,320		7,476	56%	4,882	18,202
Capital Outlays & Projects							
601-6705	Traffic Signals - (1)Creekside(1)Tripp	0	Final Payment lapsed into CY, budgeted in PY	2,713		2,713	2,713
	Category Total	0		2,713		2,713	2,713
	Department Total	**332,862**		**124,593**	**37%**	**(23,270)**	**309,592**

RETURN TO AGENDA

11 General Fund 602 Town Secretary		Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Labor and Benefits							
602-6000	Wages & Salaries	84,500	1 FT Position, 1 PT (summer), 1/3 EDC Assistant	43,338	51%		84,500
602-6001	Overtime	0	Exempt/Increase to actual (1/3 shared 4A/4B employee)	133	0	133	133
602-6002	TMRS	10,500	12.55% Weighted average, 12.35 % effective 01.01.16	5,672	54%		10,500
602-6003	Buy Back	5,000	Historical trend	969	19%		5,000
602-6004	Payroll Taxes - FICA	6,500	7.65%	3,427	53%		6,500
602-6005	Employee Insurance	8,400	Per TML	3,836	46%		8,400
602-6006	Workers Comp	500	Per TML	408	82%		500
602-6007	Unemployment	207	.1% on first $ 9,000 per employee per Texas Workforce Comm/Increase to 1.9%	303	146%	150	357
	Category Total	115,607		58,085	50%	283	115,890
Supplies and Materials							
602-6103	Telephone	720	1 Cell Phone $60 per month	360	50%		720
602-6207	Small Tools & Equipment	100	Routine electronic devise needs	0	0%		100
602-6208	Awards and Plaques	1,500	Council placards, service & recognition plaques	212	14%		1,500
	Category Total	2,320		572	25%	0	2,320
Contractual Services							
602-6400	Dallas Co. Tax Collection Fee	4,335	Per Contract @ 1.30 per tax account @4,000	4,175	96%		4,335
602-6404	Appraisal Fees	16,000	Per DCAD proposed budget allocation for 2015-2016	12,111	76%		16,000
602-6406	Election Services	8,000	1 Election/Cost analysis from Dallas Co. Election Dept	473	6%	(7,500)	500
602-6407	Advertising & Legal Publications	3,500	Public Hearing Notices; Comp & Land Use Plan	1,440	41%		3,500
602-6408	Coditication/Filing Fees	3,000	Franklin Online Hosting & Publications; Code of Ordinances	0	0%		3,000
	Category Total	34,835		18,199	52%	(7,500)	27,335
Training/Dues/Subscriptions							
602-6500	Dues and Subscriptions	900	NCTCOG, TX Municipal Clerks Association Dues	542	60%		900
602-6501	Employee Training	2,800	TX Municipal Clerks Association Seminars Required; MPA/New staff	313	11%	1,700	4,500
	Category Total	3,700		855	23%	1,700	5,400
Capital Outlays & Projects							
602-6705	Capital Software > $5,000	0		0	#DIV/0!		0
	Category Total	0				0	0
	Department Total	**156,462**		**77,711**	**50%**	**(5,517)**	**150,945**

RETURN TO AGENDA

11 General Fund 603 Finance	Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Labor and Benefits						
603-6000 Wages & Salaries	161,000	3 Full Time Positions/Staff changes	82,705	51%	6,000	167,000
603-6002 TMRS	20,200	12.55% Weighted average, 12.35 % effective 01.01.16/Staff changes	10,500	52%	371	20,571
603-6003 Buy Back	2,000	Historical trend	0			2,000
603-6004 Payroll Taxes - FICA	12,400	7.65%/Staff changes	6,096	49%	230	12,630
603-6005 Employee Insurance	18,900	Per TML	9,407	50%		18,900
603-6006 Workers Comp	600	Per TML	489	82%		600
603-6007 Unemployment	1,600	.1% on first $ 9,000 per employee per Texas Workforce Comm/Increase to 1.9%	513	32%		1,600
Category Total	216,700		109,711	51%	6,601	223,301
Supplies and Materials						
603-6103 Telephone/Cable	720	1 Cell Phone $60 per month	360	50%		720
603-6203 General Operating Supplies	1,500	Mileage Reimbursement	698	47%		1,500
603-6205 Preprinted Forms/Printing	500	W-2's; 1099 Misc, Check orders	23	5%		500
Category Total	2,720		1,082	40%	0	2,720
Contractual Services						
603-6405 Contracts - Professional Services	30,000	Audit, 1st Southwest Continuing Disclosure/Add Open Gov	7,600	25%	5,000	35,000
Category Total	30,000		7,600	25%	5,000	35,000
Training/Dues/Subscriptions						
603-6500 Dues and Subscriptions	300	NCTOG	0	0%		300
603-6501 Employee Training	1,000	GFOA, Tyler Tech for Incode Training, TX Public Funds Investment/Increase in staff & training	1,110	111%	700	1,700
Category Total	1,300		1,110	85%	700	2,000
Department Total	**250,720**		**119,503**	**48%**	**12,301**	**263,021**

RETURN TO AGENDA

11 General Fund 604 Court	Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Labor and Benefits						
604-6000 Wages & Salaries	66,200	2 Full Time Positions	30,069	45%		66,200
604-6001 Overtime	4,000	Historical Trend	1,002	25%		4,000
604-6002 TMRS	8,300	12.55% Weighted average, 12.35 % effective 01.01.16	3,974	48%		8,300
604-6003 Buy Back	2,000	Historical Trend	408	20%		2,000
604-6004 Payroll Taxes - FICA	5,100	7.65%	2,408	47%		5,100
604-6005 Employee Insurance	12,600	Per TML	5,188	41%		12,600
604-6006 Workers Comp	1,500	Per TML	1,223	82%		1,500
604-6007 Unemployment	300	.1% on first $ 9,000 per employee per Texas Workforce Comm/Increase to 1.9%	324	108%	50	350
Category Total	100,000		44,597	45%	50	100,050
Supplies and Materials						
604-6201 Office Supplies	6,500	Court Jackets	3,765	58%		6,500
Category Total	6,500		3,765	58%	0	6,500
Contractual Services						
604-6402 Legal Fees & Prosecuting	30,000	44 Courts/Trials $500; 40 hrs prep $200	8,380	28%		30,000
604-6406 Municipal Court Judge	28,600	44 Courts/Trials $6500	9,100	32%		28,600
604-6407 Jury Fees	300	Est 4 Jury Trials	0	0%		300
604-6408 Omni-Base Court Related Charges	5,000	Puts FTA/Warrant info on person's record.	1,170	23%		5,000
Category Total	63,900		18,650	29%	0	63,900
604-6500 Dues and Subscriptions	500	Court Books	0	0%		500
604-6501 Employee Training	1,500	Continuing Education	1,724	115%		1,500
Category Total	2,000		1,724	86%	0	2,000
Capital Outlays & Projects						
604-6708 Ticket Writer	0	Obsolete technology & aging equip (6 @ $ 6,334)	0	0%	38,000	38,000
Category Total	0		0	0%	38,000	38,000
Department Total	**172,400**		**68,736**	**40%**	**38,050**	**210,450**

RETURN TO AGENDA

11 General Fund 605 Parks & Streets	Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Labor and Benefits						
605-6000 Wages & Salaries	185,240	PT Director, FT Janitor, 4 FT Park Techs (1.5 supported by 4B)	83,438	45%		185,240
605-6001 Overtime	8,000	Historical Trend	3,291	41%		8,000
605-6002 TMRS	19,446	12.55% Weighted average, 12.35 % effective 01.01.16	9,815	50%		19,446
605-6003 Buy Back	7,000	Historical Trend	3,272	47%		7,000
605-6004 Payroll Taxes - FICA	14,166	7.65%	6,892	49%		14,166
605-6005 Employee Insurance	22,050	Per TML	12,773	58%		22,050
605-6006 Workers Comp	6,800	Per TML	5,543	82%		6,800
605-6007 Unemployment Insurance	500	.1% on first $ 9,000 per employee per Texas Workforce Comm/Increase to 1.9%	1,124	225%	1,000	1,500
Category Total	263,202		126,149	48%	1,000	264,202
Supplies and Materials						
605-6102 Water - Parks	18,000	Jobson, Vineyard, TC Park, Service Center, Medians	5,512	31%		18,000
605-6103 Telephone	3,800	1 Cell Phone ($720 per year) 5 Cell Phones ($600 per year)	1,559	41%		3,800
605-6104 Electricity - Park Lights	6,000	Rate increase.	3,576	60%		6,000
605-6105 Electricity - Street Lights	90,000	Rate increase.	45,352	50%		90,000
605-6203 General Operating Supplies	5,000	Flags, Cones/Reduce to historical average	704	14%	(3,000)	2,000
605-6204 Uniforms & Accessories	3,000	Annual outfitting/Addition of 1 new Park Tech	3,489	116%	500	3,500
605-6205 Preprinted Forms/Printing	350	Routine printing needs	0	0%		350
605-6207 Small Tools & Equipment	3,500	Routine needs	2,102	60%		3,500
605-6208 Fuel	10,000	Fuel Costs vehicles & equipment/Lower gas prices	2,190	22%	(6,500)	3,500
Category Total	139,650		64,485	46%	(9,000)	130,650
Contractual Services						
605-6301 Vehicle Repairs & Maintenance	3,500	Newer fleet per Vehicle Replacement Program	1,637	47%		3,500
605-6302 Equipment Maintenance	15,000	Inspections, tires, routine maintenance/Aging equipment/Reduce to PY level	3,587	24%	(7,000)	8,000
605-6303 Building Maintenance	2,000	A/C & lighting maintenance	694	35%		2,000
605-6305 Ballfield/Park Maintenance	39,000	Lighting Maint; Irrigation Maint.; Routine Maint.; Fire Ant Control; Safety Mulch; Lights;	8,426	22%		39,000
605-6408 Contract Tree Trimming	5,000	Bad weather contingency	236	5%		5,000
605-6409 Contract Portables	3,800	2; 340 Jobson,400 Tower Place.	2,206	58%		3,800
605-6411 Dallas County HHW Program	5,000	Toxic Drop Off Based on Usage. Awaiting next yr contract.	2,802	56%		5,000
Category Total	73,300		19,588	27%	(7,000)	66,300
Training/Dues/Subscriptions						
605-6500 Dues and Subscriptions	500	TX Dpt of Ag, TX Turf Assoc.	0	0%		500
605-6501 Employee Training	1,000	Continuing Education	0	0%		1,000
605-6503 Special Events	25,000	Sunnyfest, Tree Trimming, Trash Off/American Idol Parade (unforeseen)	3,241	13%	20,000	45,000
Category Total	26,500		3,241	12%	20,000	46,500
Department Total	**502,652**		**213,462**	**42%**	**5,000**	**507,652**

RETURN TO AGENDA

2015-2016 SPECIAL EVENTS

GL Account	**11-605-6503**		
	General Fund Budget		$25,000.00
	4B EDC Contribution		$5,000.00
	Total Budget		**$30,000.00**
		Expenses	**Balance**
Sunnyvale Chamber of Commerce:			
	Business Expo Booth (Fire)	($25.00)	$29,975.00
	Business Expo Booth (DSO)	($25.00)	$29,950.00
	Luncheon	($203.09)	$29,746.91
		($253.09)	
Tree Lighting:			
	Santa	($340.00)	$29,406.91
	Lights	($490.23)	$28,916.68
	Cookies/Cake	($162.00)	$28,754.68
	Wrapping Paper	($8.76)	$28,745.92
		($1,000.99)	
American Idol Parade/Concert: **			
	Stage, Skirting, Sound Engineer	($3,500.00)	$25,245.92
	T-shirts for staff & event personnel	($467.50)	$24,778.42
	Media relations & design work	($3,965.00)	$20,813.42
	Skyjack lift, portables, generator	($5,247.32)	$15,566.10
	Professional event staffing	($2,065.00)	$13,501.10
	Parade signs, banners	($1,103.97)	$12,397.13
	Lunch for town staff	($75.03)	$12,322.10
	Message boards, pipes, barricades	($3,307.26)	$9,014.84
	Frames, papercraft, water, ice, trash bags	($435.77)	$8,579.07
	Cash deposit - parking proceeds	$2,171.30	$10,750.37
	Dallas County Sheriff's overtime	($6,931.69)	$3,818.68
		($24,927.24)	
Trash Off Day:			
	Supplies	($431.28)	$3,387.40
	Service portables	($28.23)	$3,359.17
		($459.51)	
Sunnyfest 2016:			
	Date changes - signs	($60.00)	$3,299.17
estimate *	Sound/stage for entertainment	($3,000.00)	$299.17
estimate *	Parking attendants	($400.00)	($100.83)
estimate *	Fireworks	($10,491.25)	($10,592.08)
estimate *	Pony rides	($437.50)	($11,029.58)
estimate *	Entertainment	($1,000.00)	($12,029.58)
estimate *	Face painting	($250.00)	($12,279.58)
estimate *	Bounce house, train rides, rock climbing	($4,000.00)	($16,279.58)
estimate *	Food - town staff	($418.04)	($16,697.62)
estimate *	Portables, rentals	($709.54)	($17,407.16)
estimate *	Uncle Sam costume	($135.31)	($17,542.47)
estimate *	Balloons, helium, insect repellent wipes	($498.87)	($18,041.34)
estimate *	T-shirts for town staff	($410.50)	($18,451.84)
estimate *	Misc supplies	($154.24)	($18,606.08)
		($21,965.25)	
	Total Cost	**($48,606.08)**	
	Over Budget	**($18,606.08)**	
	Proposed Mid Year Budget Adjustment	**$20,000.00**	
	Projected Budget Balance	**$1,393.92**	

* estimates for Sunnyfest based on 2014-15 expenses
** Town staff overtime of $ 3,502.37 not included in totals

*****SPECIAL THANKS TO MIKE SANDONE OF SANDONE PRODUCTIONS FOR DONATING THE FIRST AID TENT FOR THE AMERICAN IDOL EVENT*****

RETURN TO AGENDA

11 606	General Fund Development Services	Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Labor and Benefits							
606-6000	Wages & Salaries	268,000	5 Full time positions	134,503	50%		268,000
606-6001	Overtime	3,500	Historical Trend	1,438	41%		3,500
606-6002	TMRS	33,600	12.55% Weighted average, 12.35 % effective 01.01.16	18,184	54%		33,600
606-6003	Buy Back	10,000	Historical Trend	7,060	71%		10,000
606-6004	Payroll Taxes - FICA	20,500	7.65%	10,808	53%		20,500
606-6005	Employee Insurance	31,500	Per TML	16,076	51%		31,500
606-6006	Workers Comp	5,400	Per TML	4,402	82%		5,400
606-6007	Unemployment	914	.1% on first $ 9,000 per employee per Texas Workforce Comm/Increase to 1.9%	855	94%		914
	Category Total	373,414		193,325	52%	0	373,414
Supplies and Materials							
606-6103	Telephone	2,080	3 Cells Phones Reimbursed	1,084	52%		2,080
606-6201	Office Supplies	0	Moved to 610-6201	(167)	0%		0
606-6204	Uniforms & Accessories	1,380	Annual replacement New Hire Uniforms	336	24%		1,380
606-6207	Small Tools & Equipment	1,420	Historical, Air cards for AT&T Tablets	502	35%		1,420
606-6208	Fuel	8,320	Fuel Costs vehicles/Lower gas prices	604	7%	(5,000)	3,320
606-6209	Animal Control	10,000	Pet food, supplies, phone, fuel/From 606-6211 for Cingular Wireless	1,550	15%	1,025	11,025
606-6210	Spay/Neuter Vet	5,000	Vet Bills	577	12%		5,000
606-6211	A/C Utilities	8,000	Electricity Building Rate Increase/Move to 606-6209 for Cingular Wireless charges	1,224	15%	(1,025)	6,975
	Category Total	36,200		5,710	16%	(5,000)	31,200
Contractual Services							
606-6301	Vehicle Maintenance	2,000	Oil changes, inspections	91	5%		2,000
606-6308	Contract - Engineering	151,410	Freese & Nichols Contract Engineering	63,700	42%		151,410
606-6408	Contract - Planning Services	0	Additional costs offset by Unified Devl Code PY expenses	4,000		10,000	10,000
606-6410	Contract - Inspections	3,000	As needed for large developments	0	100%		3,000
	Category Total	156,410		67,791	43%	10,000	166,410
Training/Dues/Subscriptions							
606-6500	Dues and Subscriptions	3,000	NCTCOG	106	4%		3,000
606-6501	Employee Training	6,300	Continuing Education	1,202	19%		6,300
	Category Total	9,300		1,308	14%	0	9,300
Capital Outlays & Projects							
606-6703	Capital Equipment	190,000	Unified Dev Code (from previous year)/IWorQ Permit Software, Aerial Map	26,030	14%	(5,000)	185,000
	Category Total	190,000		26,030	14%	(5,000)	185,000
	Department Total	**765,324**		**294,165**	**38%**	**0**	**765,324**

RETURN TO AGENDA

11 General Fund 607 Contract Police		Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Labor and Benefits							
607-6004	Payroll Taxes - FICA	55	7.65% on Cell phone reimburse	28	50%		55
607-6005	Employee Insurance	6,000	Set by TML	5,978	100%		6,000
607-6006	Workers Comp	17,900	Set by TML	15,636	87%		17,900
	Category Total	23,955		21,642	90%	0	23,955
Supplies and Materials							
607-6100	Electricity/Propane	8,000	Historical trend/Additional square footage new building	5,559	69%	7,500	15,500
607-6102	Water	500	Historical trend/Usage to combat foundation issues due to drought	4,389	878%	4,000	4,500
607-6103	Telephone/Cable	4,000	Time Warner, AT&T, Dish, 1 Cell Phone Reimburse	1,066	27%		4,000
607-6207	Small Tools & Equipment	2,500	Radar repair & rotation	1,122	45%		2,500
	Category Total	15,000		12,136	81%	11,500	26,500
Contractual Services							
607-6301	Vehicle Repairs	1,500	Wrecker response & washes	438	29%		1,500
607-6304	Contract Traffic Control School	18,000	1 Traffic Control Officer at Raider Lane for 2015-16/Reduce to actual	1,300	7%	(16,700)	1,300
607-6305	Public Safety Center Maint	5,000	Building Maintenance new location/Foundation repairs	1,366	100%	75,000	80,000
607-6409	Copier Rental & Maintenance	200	Town owned machine, replace if quits	0	0%		200
607-6410	Contract Patrol Services	1,477,098	Per contract with Dallas County	738,837	50%		1,477,098
	Category Total	1,501,798		741,941	49%	58,300	1,560,098
	Department Total	**1,540,753**		**775,719**	**50%**	**69,800**	**1,610,553**

RETURN TO AGENDA

11 General Fund 608 Fire & EMS	Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Labor and Benefits						
608-6000 Wages & Salaries	471,300	Chief, 3 Shift positions, 1 FT Administrator, Required PT FOR 24/7 Support	236,184	50%		471,300
608-6001 Overtime	15,000	3 Full Time Positions per FLSA	7,386	49%		15,000
608-6002 TMRS	32,000	12.55% Weighted average, 12.35 % effective 01.01.16	15,998	50%		32,000
608-6003 Buy Back	5,000	Historical trend	1,126	23%		5,000
608-6004 Payroll Taxes - FICA	31,600	7.65%	18,764	59%		31,600
608-6005 Employee Insurance	31,500	Per TML	13,619	43%		31,500
608-6006 Workers Comp	15,000	Per TML	12,228	82%		15,000
608-6007 Unemployment	1,420	.1% on first $ 9,000 per employee per Texas Workforce Comm/Increase to 1.9%	1,871	132%	1,000	2,420
Category Total	602,820		307,175	51%	1,000	603,820
Supplies and Materials						
608-6100 Electricity	12,000	Average	5,148	43%		12,000
608-6101 Natural Gas	2,000	Average	759	38%		2,000
608-6102 Water	1,000	Average/Addition of Sewer charges	1,015	101%	1,000	2,000
608-6103 Telephone/Cable	40,000	Att 911 Line, Cingular Wireless Ambulances, Cable, FF Phone Reimbursement	16,136	40%	(17,500)	22,500
608-6203 General Operating Supplies	8,000	Janitorial/Kitchen/Special Events/Sunnyfest/Fire Prevention Week	4,351	54%		8,000
608-6204 Uniforms & Accessories	5,000	Outfitting Rotation	3,972	79%		5,000
608-6205 Personal Protection Gear	20,000	Helmets, Turn Out Gear	12,304	62%		20,000
608-6207 Small Tools & Equipment	7,000	Power Tools	2,044	29%		7,000
608-6208 Fuel	12,000	Historical/Lower gas prices	3,012	25%	(5,000)	7,000
608-6209 Medical Supplies	20,500	Medical Oxygen & Supplies +MedVault for ALS drugs	7,115	35%		20,500
608-6210 Emergency Mgmt	15,000	Early warning siren maintenance contract and replacement contract	12,368	82%		15,000
Category Total	142,500		68,225	48%	(21,500)	121,000
Contractual Services						
608-6300 Office Equipment Repairs/Ma	1,500	Copier, Vending Maint. Computer parts	0	0%		1,500
608-6301 Vehicle Repairs & Maintenance	30,000	Apparatus Repair, Inspections	8,095	27%		30,000
608-6302 Equipment Maintenance	5,000	Small Equipment Repairs, Saws/Generator for Station 1	1,526	31%	12,000	17,000
608-6303 Building Maintenance	8,000	A/C & lighting contract maintenance, Repairs as needed/Heater for Station 3	11,968	150%	6,200	14,200
608-6304 Radio Repair Maintenance	26,500	4 Monitors @ $500, 1 Radio @ $750 any needed repairs	5,961	22%		26,500
608-6310 Equipment/ Gear Testing/Repair	4,000	Protection Gear, Hose, Ladders. SCBA Compressor	874	22%		4,000
608-6404 Ambulance Service Contract	2,130	Biotel Support; From 608-6407	0	0%		2,130
608-6406 Equipment Rental	300	Contingency for lift rental.	42	14%		300
608-6407 Contracts Maint. & Support	15,000	ALS Defib. Maint., 12 Lead; Comm. Support,UTSW CE & Medical Direction	9,577	64%		15,000
608-6408 Insurance for Volunteers	6,000	VFIS + TML + Careflight Less Grant/Increase in premium	0	0%	500	6,500
608-6409 Fireman Services	15,000	Volunteer Reimbursement	2,750	18%		15,000
Category Total	113,430		40,793	36%	18,700	132,130
Training/Dues/Subscriptions						
608-6500 Dues and Subscriptions	6,500	Texas Fire Marshalls Dues /Cost Assistance/Certification/NTCOG	5,226	80%		6,500
608-6501 Employee Training	15,000	New Hire Bio Bridge Certification, Continuing Education	5,177	35%		15,000
Category Total	21,500		10,404	48%	0	21,500
Capital Outlays & Projects						
608-6703 Capital Equipment	15,000	Extractor/Requesting re-allocation to building maintenance.	0	0%	1,800	16,800
Category Total	15,000		0	0%	1,800	16,800
Department Total	**895,250**		**426,597**	**48%**	**0**	**895,250**

RETURN TO AGENDA

11 General Fund 609 Library		Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Labor and Benefits							
609-6000	Wages & Salaries	106,000	1 Full time; 2 Part time	49,255	46%		106,000
609-6001	Overtime	1,000	Historical trend	49	5%		1,000
609-6002	TMRS	13,500	12.55% Weighted average, 12.35 % effective 01.01.16	6,233	46%		13,500
609-6003	Buy Back	5,000	Historical trend	0	0%		5,000
609-6004	Payroll Taxes - FICA	8,200	7.65%	3,772	46%		8,200
609-6005	Employee Insurance	18,900	Per TML	9,350	49%		18,900
609-6006	Workers Comp	500	Per TML	408	82%		500
609-6007	Unemployment	100	.1% on first $ 9,000 per employee per Texas Workforce Comm/Increase to 1.9%	438	438%	500	600
	Category Total	153,200		69,505	45%	500	153,700
Supplies and Materials							
609-6100	Electricity	4,000	Historical	1,716	43%		4,000
609-6103	Telephone	1,500	Dish & AT&T	663	44%		1,500
609-6203	General Operating Supplies	2,500	Envisionware/Book Systems	2,036	81%		2,500
609-6205	Preprinted Forms/Printing	300	Routine supplies	198	66%		300
609-6207	Small Tools & Equipment	2,000	Book Systems, hand held bar code readers	653	33%		2,000
609-6208	Newspaper/Magazines	2,500	5 year average/Reallocate	2,362	94%	500	3,000
609-6209	Book Replacement	15,000	5 year average/Reallocate	6,464	43%	(500)	14,500
609-6211	Special Events	6,200	Summer Reading Program	165	3%		6,200
609-6212	DVDs	1,000	Per Librarians	282	28%		1,000
	Category Total	35,000		14,538	42%	0	35,000
Contractual Services							
609-6300	Office Machine Repair & Maint	300	Copier Maintenance	7	2%		300
609-6303	Building Maintenance	4,500	A/C maintenance, Execucare (monthly cleaning)	2,575	57%		4,500
	Category Total	4,800		2,583	54%	0	4,800
Training/Dues/Subscriptions							
609-6500	Dues and Subscriptions	500	TX Library Assoc.	165	33%		500
609-6501	Training	1,000	Continuing Education	100	10%		1,000
	Category Total	1,500		265	18%	0	1,500
	Department Total	**194,500**		**86,890**	**45%**	**500**	**195,000**

RETURN TO AGENDA

11 General Fund 610 Non-Departmental		Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Grants & Settlements							
610-6001	Stoney Creek Insurance Settlement	0	From Assigned Fund Balance	24,522	0%		0
610-6009	Grant Expense	0	Offset in Grant Revenue	198	100%		0
	Category Total	0		24,720	0%	0	0
Supplies and Materials							
610-6100	Electricity - Town Hall	30,000	5 year average	13,982	47%		30,000
610-6101	Gas - Town Hall	7,000	Historical	1,836	26%		7,000
610-6102	Water - Town Hall	1,500	5 year average	849	57%		1,500
610-6103	Telephone/Cable - Town Hall	30,000	Land Lines, Data Line, Cable, Domain Name	31,450	105%	30,000	60,000
610-6108	Copier & Printer Supplies	14,000	Paper, Toner, Ink across all departments	3,757	27%	(6,000)	8,000
610-6201	Office Supplies Across Depts	17,450	Office supplies across all departments	6,713	38%	(3,450)	14,000
610-6202	Janitorial Supplies - Town Hall	9,000	Cleaning supplies, building supplies	5,320	59%		9,000
610-6206	Postage	12,200	Machine, Supplies, Postage	5,157	42%		12,200
	Category Total	121,150		69,065	57%	20,550	141,700
Contractual Services							
610-6303	Building Maint - Town Hall	69,000	Botanical Décor, C&S., Clark Electric, Town East A/C	41,371	60%	(14,000)	55,000
610-6407	Professional Service/Data	40,000	Axios-IT service provider, 5 scanners/Back Up Server Solution	0	0%	2,450	42,450
610-6409	Contracts - Office Machines	15,000	Copiers	15,492	103%	17,000	32,000
610-6410	Property Insurance & E & O	40,000	Per TML/Reduce to actual	35,941	90%	(4,000)	36,000
610-6411	Contract Health Services	5,000	Dallas Co.	0	0%		5,000
610-6412	Contract Maint/Support	30,000	Tyler Tech, Blackboard, Waukesha, City of Mesquite	25,555	85%		30,000
	Category Total	199,000		118,359	59%	1,450	200,450
Other Uses							
610-6505	Employee Welfare	3,000	Flu Shots, Flowers, Lunches	2,822	94%		3,000
610-6600	Merit, CPI Increase	14,111	Administration/Finance Merit Increase	0	0%		14,111
610-6602	Contingency	25,000	Unforeseen events/Tornado related expenses	35,785	143%	11,000	36,000
610-6603	CC Card/Online Costs	15,000	Online & Credit Card Merchant Exp. Account Analysis Charges	11,277	75%		15,000
610-6604	Bank Recon Adj	2,000		0	0%		2,000
	Category Total	59,111	.	49,884	84%	11,000	70,111
Capital Outlays & Projects							
610-6708	Miscellaneous Expense	0		491	0%		0
610-6710	Capital Items	0	Projector for Council Chambers, furniture	3,549	0%	5,000	5,000
	Category Total	0	0	4,040	0%	5,000	5,000
	Department Total	**379,261**		**266,068**	**70%**	**38,000**	**417,261**

RETURN TO AGENDA

NATURAL DISASTER - DECEMBER 26, 2015 TORNADO - SUNNYVALE, TEXAS
RELATED EXPENSES

TYPE/DESCRIPTION	AMOUNT	GL ACCOUNT	NOTE
SUBWAY (lunch for Public Works, Parks-relief effort)	31.45	11-610-6602	Compass CC
LITTLE CAESARS (lunch for Public Works, Parks-relief effort)	10.83	11-610-6602	Compass CC
SEAN FOX (reimburse for personal vehicle tire - relief effort)	265.49	11-610-6602	Tire damaged while responding to affected areas
DON LOUIS (reimburse purchase @ Subway - fire fighters relief effort)	51.64	11-610-6602	Food for fire fighters during relief efforts
ELLIOTTS HARDWARE (chain saw, safety glasses, gloves)	1,096.06	11-610-6602	Supplies for relief efforts
ELLIOTTS HARDWARE (chain saw)	127.24	11-610-6602	Supplies for relief efforts
HOME DEPOT (sweepers)	219.70	11-610-6602	Supplies for relief efforts
LOWE'S (trash bags)	221.94	11-610-6602	Supplies for relief efforts
O'REILLY AUTO PARTS (fuel for power tools)	12.92	11-610-6602	Fuel for power toosl needed for relief efforts
SAM'S CLUB (water for volunteers)	95.52	11-610-6602	Volunteer water - relief efforts
REPUBLIC (container and rolloffs)	6,629.76	11-610-6602	For debris and trash
KRISPY KREME (donuts for volunteer clean up day)	240.11	11-610-6602	Compass CC
JORDAN'S CAR CARE CENTER (flat tire repair - brush truck)	100.00	11-610-6602	service and repair during relief efforts
REPUBLIC (container and rolloffs)	15,606.32	11-610-6602	For debris and trash
BSN SPORTS (new soccer goals damaged in tornado)	1,871.99	11-610-6602	new soccer goals
BUYERS BARRICADES (messsage board)	495.00	11-610-6602	message boards - tornado
GEAR CLEANING SOLUTIONS (firefighter ppe care & maint)	788.51	11-610-6602	cleaning of uniforms - tornado relief efforts
REPUBLIC (container and rolloffs)	454.26	11-610-6602	For debris and trash
REPUBLIC (container and rolloffs)	2,465.92	11-610-6602	For debris and trash
TOTAL	**30,784.66**		

Overtime included in department payrolls.

TOWN STAFF = 118.5	4,155.41
FIRE DEPARTMENT	3,482.12
VOLUNTEER HOURS = 98	**7,637.53**
PART-TIME HOURS = 71	
FULL-TIME HOURS = 38.75	

TOTAL	**38,422.19**

RETURN TO AGENDA

11 General Fund 611 Road Maintenance	Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016	
Labor and Benefits							
611-6000 Wages & Salaries	50,000	FT Street Supervisor	24,895	50%		50,000	
611-6001 Overtime	0	Estimate	323	0%		0	
611-6002 TMRS	6,200	12.55% Weighted average, 12.35 % effective 01.01.16	3,102	50%		6,200	
611-6004 Payroll Taxes - FICA	3,800	7.65%	1,878	49%		3,800	
611-6005 Employee Insurance	6,300	Per TML	2,617	42%		6,300	
611-6006 Workers Comp	1,500	Per TML	1,223	82%		1,500	
611-6007 Unemployment	100	.1% on first $ 9,000 per employee per Texas Workforce Comm/Increase	171	171%		100	
Category Total	67,900		34,209	50%	0	67,900	
Supplies and Materials							
611-6103 Telephone	600	1 cell phone ($600 per year)	300	50%		600	
Category Total	600		300	50%	0	600	
Contractual Services							
611-6308 Contract - Engineering	266,000	Professional Engineering Services	121,465	46%		266,000	
611-6404 Road Inspections	50,000	Contract services - Freese & Nichols	11,906	24%		50,000	
611-6405 Muni St Maint Sales Tax Supp	285,000	Maintenance existing roadways/Increase to budgeted revenues.	0		15,000	300,000	
611-6406 Road Maintenance	420,000	Road maintenance/Increase for Dallas County Project/YTD Costs	32,137	8%	508,991	928,991	1,228,991
611-6408 Road Repair Equipment	0		0		0	0	
611-6407 Street Sign Replacement	5,000	Steet sign replacement	1,679	34%		5,000	
Category Total	1,026,000		167,187	16%	523,991	1,549,991	
Capital Outlays & Projects							
611-6700 Capital Equipment	4,900	Sander/Speed Sign/Moved to Road Maintenance	0	0%	(4,900)	0	
Category Total	4,900		0	0%	(4,900)	0	
Department Total	**1,099,400**		**201,696**	**18%**	**519,091**	**1,618,491**	

Town of Sunnyvale

Prepared By: Johnny W. Meeks

Summary:

DISCUSS AND CONSIDER A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING A PROJECT SPECIFIC AGREEMENT FOR REPAIRS TO TOWN EAST BOULEVARD FROM TOWER PLACE TO POLLY ROAD, TRIPP ROAD FROM THE FALLS TO EAST FORK ROAD, AND EAST FORK ROAD FROM TRIPP ROAD TO HIGHWAY 80.

Background & Analysis:

Town staff has reached an agreement with Dallas County to rebuild 5 miles of road per year rather than the original concept of 1.5 miles per year. The first year will focus on Town East Blvd. from Tower Place to Polly Road, including the Town East-Collins intersection. Tripp Road from the Falls to East Fork Road. East Fork Road from Tripp to HWY 80. The Town's participation cost is $805,174.00. The required emulsions for the road replacement is a separate cost of $198,817.90, bringing the total cost to
c $1,003,991.90. The Town's roads are in need of rebuilds as they are very thick from years of patching and overlaying and we still have the same reoccurring issues.

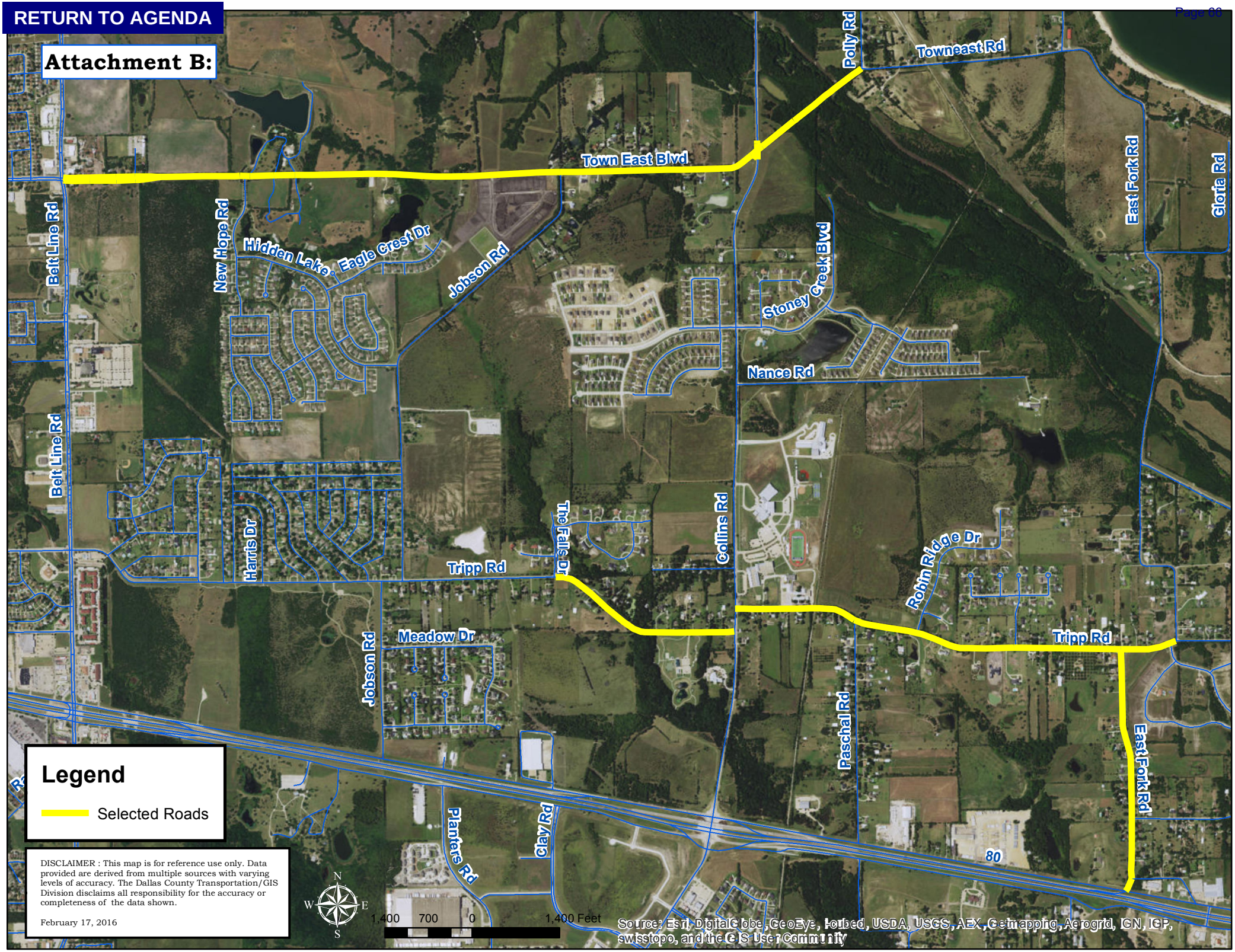
Fiscal Impact:

The approved FY16 year budget includes $705,000 for road work and repairs, of which $480,000 was identified for the replacement of the initially proposed 1.5 miles of asphalt roads. Approval of the PSA will dictate a mid-year budget review/increase to the roads budget of $523,991.90.

Staff Recommendation:

Staff recommends approval.

Attachment B:



RETURN TO AGENDA

11 General Fund 612 Transfer Out		Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Capital Outlays & Projects							
		Balance					
612-6701	Transfer Out Vehicle Replacement	250,000	PY Contributions Net of Purchases	3,820	2%		250,000
612-6705	Traffic Signal-Beltline & Creekside	0	Anticipate CY Completion	25,970	0%	250,000	250,000
	Category Total	250,000		29,790		250,000	500,000
	Department Total	**250,000**		**29,790**		**250,000**	**500,000**

FREESE & NICHOLS, INC.

PROJECT/PAYMENT LISTING

FREESE & NICHOLS PROJECT	SNV15452	WATER TOWER CONSTRUCTION		$415,800.00	WATER TOWER CIP
DATE OF PAYMENT	CHECK #	PAYMENT #	AMOUNT	SERVICES THRU	FISCAL YR POSTING
10/22/2015	14059	1	$6,309.00	09/30/2015	2014-15
12/03/2015	14108	2	$22,480.01	10/31/2015	2015-16
12/30/2015	14144	3	$26,672.20	11/30/2015	2015-16
01/29/2016	14172	4	$60,094.35	12/31/2015	2015-16
04/21/2016	14253	5	$46,007.00	01/29/2016	2015-16
04/21/2016	14253	6	$28,041.83	02/29/2016	2015-16
04/21/2016	14253	7	$13,525.70	03/31/2016	2015-16
		Paid to Date	**$203,130.09**		
		Remaining Balance	**$212,669.91**		
		% Complete	**49%**		
	Basic Services Phase Fee	**46% complete**	**$133,040.38**	**$153,959.62**	
	Special Services-Labor & Expenses	**54% complete**	**$70,089.71**	**$58,710.29**	
			$203,130.09		

NOTES: GL # 21-1552 ADD ENTRY NEEDED 73-1810 WATER TOWER CONST (DB) & 73-2000 DUE TO UTILITY FUND (CR)

FREESE & NICHOLS PROJECT	SNV14406	UTILITY IMPROVEMENTS - WATER LINES		$149,048.00	WATER LINE CIP
DATE OF PAYMENT	CHECK #	PAYMENT #	AMOUNT	SERVICES THRU	FISCAL YR POSTING
09/17/2014	13613	1	$7,756.35	08/31/2014	2013-14
10/27/2014	13644	2	$55,497.45	09/30/2014	2013-14
12/04/2014	401658	3	$32,291.00	10/31/2014	2014-15
12/31/2014	13707	4	$7,189.50	11/30/2014	2014-15
02/05/2015	13781	5	$4,596.00	12/31/2014	2014-15
03/19/2015	13822	6	$5,281.34	02/28/2015	2014-15
04/30/2015	13867	7	$3,671.00	03/31/2015	2014-15
05/21/2015	13891	8	$2,092.36	04/30/2015	2014-15
08/27/2015	13993	9	$3,271.54	05/31/2015	2014-15
08/27/2015	13993	10	$1,214.75	07/31/2015	2014-15
09/28/2015	14031	11	$1,174.50	08/31/2015	2014-15
12/03/2015	14108	12	$1,480.25	10/31/2015	2015-16
01/21/2016	14169	13	$1,325.38	11/30/2015	2015-16
		Paid to Date	**$126,841.42**		
		Remaining Balance	**$22,206.58**		
		% Complete	**85%**		
	Basic Services Phase Fee	**92% complete**	**$83,310.67**	**$6,936.33**	
	Special Services-Labor & Expenses	**74% complete**	**$43,530.75**	**$15,270.25**	
			$126,841.42		

NOTES: GL # 21-1551 ADD ENTRY NEEDED 73-1820 WIP ENGINEERING COSTS (DB) & 73-2000 DUE TO UTILITY FUND (CR)

FREESE & NICHOLS PROJECT	SNV15288	UNIFIED DEVELOPMENT ORDINANCE		$187,335.00	DEVELOPMENT SERVICES
DATE OF PAYMENT	CHECK #	PAYMENT #	AMOUNT	SERVICES THRU	FISCAL YR POSTING
08/27/2015	403166	1	$5,782.67	07/31/2015	2014-15
10/29/2015	403542	2	$7,426.59	09/30/2015	2014-15
11/19/2015	403651	3	$6,467.06	10/31/2015	2015-16
12/30/2015	403833	4	$1,360.41	11/30/2015	2015-16
01/29/2016	404009	5	$1,488.22	12/31/2015	2015-16
02/18/2016	404114	6	$4,036.70	01/31/2016	2015-16
03/31/2016	404298	7	$5,376.51	02/29/2016	2015-16
		Paid to Date	**$31,938.16**		
		Remaining Balance	**$155,396.84**		
		% Complete	**17%**		
	Basic Services Phase Fee	**17% complete**	**$31,938.16**	**$155,396.84**	
			$31,938.16		

NOTES: GL # 11-606-6408 CONTRACT PLANNING SERVICES GL # 11-606-6703 CAPITAL OUTLAYS (for 2015-16)

FREESE & NICHOLS, INC.

PROJECT/PAYMENT LISTING

FREESE & NICHOLS PROJECT	SNV14600	ROADWAY INSPECTION		$50,000.00	ROADS
DATE OF PAYMENT	CHECK #	PAYMENT #	AMOUNT	SERVICES THRU	FISCAL YR POSTING
12/30/2014	401793	1	$299.71	11/30/2014	2014-15
05/28/2015	402689	2	$2,180.50	04/30/2015	2014-15
07/02/2015	402869	3	$3,696.57	05/31/2015	2014-15
08/11/2015	403090	4	$4,286.87	12/31/2014	2014-15
12/10/2015	403766	5	$1,584.85	10/31/2015	2015-16
01/29/2016	404018	6	$8,425.57	12/31/2015	2015-16
02/25/2016	404139	7	$1,896.00	01/31/2016	2015-16
		Paid to Date	**$22,370.07**		
		Remaining Balance	**$27,629.93**		
		% Complete	**45%**		
Special Services-Labor & Inspection		**45% complete**	**$22,370.07**	**$27,629.93**	
			$22,370.07		

NOTES: GL # 11-605-6404 ROAD INSPECTIONS GL # 11-611-6404 ROAD INSPECTIONS (for 2015-16)

FREESE & NICHOLS PROJECT	SNV14617	SUNNYVALE WATER MASTER PLAN		$86,750.00	WATER FUND
DATE OF PAYMENT	CHECK #	PAYMENT #	AMOUNT	SERVICES THRU	FISCAL YR POSTING
02/15/2015	13789	1	$1,648.50	12/31/2014	2014-15
03/05/2015	13801	2	$7,186.40	01/31/2015	2014-15
03/26/2015	13825	3	$1,817.98	02/28/2015	2014-15
04/30/2015	13863	4	$1,616.00	03/31/2015	2014-15
05/28/2015	13897	5	$839.00	04/30/2015	2014-15
07/02/2015	13937	6	$11,098.90	05/31/2015	2014-15
07/30/2015	13961	7	$4,558.00	06/30/2015	2014-15
08/27/2015	13990	8	$3,321.25	07/31/2015	2014-15
09/30/2015	14034	9	$2,954.50	08/31/2015	2014-15
10/29/2015	14066	10	$372.00	09/30/2015	2014-15
12/03/2015	14108	11	$2,788.75	10/31/2015	2015-16
12/30/2015	14139	12	$1,910.88	11/30/2015	2015-16
01/29/2016	14171	13	$2,377.50	12/31/2015	2015-16
03/03/2016	14207	14	$9,928.75	01/31/2016	2015-16
03/31/2016	14229	15	$4,634.51	02/29/2016	2015-16
		Paid to Date	**$57,052.92**		
		Remaining Balance	**$29,697.08**		
		% Complete	**66%**		
	Salaries & Expenses	**66% complete**	**$57,052.92**	**$29,697.08**	
			$57,052.92		

NOTES: GL # 21-621-6741 ENGINEERING SERVICES

FREESE & NICHOLS PROJECT	SNV15457	TRAFFIC SIGNAL BELTLINE @ CREEKSIDE		$41,400.00	TRANSFERS
DATE OF PAYMENT	CHECK #	PAYMENT #	AMOUNT	SERVICES THRU	FISCAL YR POSTING
12/30/2015	403856	1	$15,786.02	11/30/2015	2015-16
01/21/2016	403977	2	$9,945.35	12/31/2015	2015-16
03/17/2016	404249	3	$238.22	02/29/2016	2015-16
		Paid to Date	**$25,969.59**		
		Remaining Balance	**$15,430.41**		
		% Complete	**63%**		
	Basic Services Phase Fee	**100% complete**	**$18,500.00**		
Special Services-Surveying, Bidding, Construction		**33% complete**	**$7,469.59**	**$15,430.41**	
			$25,969.59		

NOTES: GL # 11-612-6705 TRAFFIC SIGNAL-BELTLINE & CREEKSIDE (Assigned Fund transfer at year end)

RETURN TO AGENDA

NATHAN D. MAIER CONSULTING ENGINEERS

ROADS

PROJECT # 15-07-050

COLLINS ROAD EXPANSION

Contract Amount
$532,905.00

GL ACCT # 11-605-6308 & 11-611-6308

Professional Services	Date Paid	Check #	Amount	Paid to Date	Remaining Balance
Engineering Services provided thru 07.31.15	08/27/2015	403192	$2,992.50	$2,992.50	$529,912.50
Engineering Services provided thru 08.28.15	09/10/2015	403269	$21,314.50	$24,307.00	$508,598.00
Engineering Services provided thru 09.25.15	09/30/2015	403422	$43,000.50	$67,307.50	$465,597.50
Engineering Services provided thru 10.30.15	11/10/2015	403619	$21,290.13	$88,597.63	$444,307.37
Engineering Services provided thru 11.27.15	12/10/2015	403774	$11,665.00	$100,262.63	$432,642.37
Engineering Services provided thru 12.31.15	01/14/2016	403954	$36,752.08	$137,014.71	$395,890.29
Engineering Services provided thru 01.31.16	02/11/2016	404083	$22,324.50	$159,339.21	$373,565.79
Engineering Services provided thru 02.26.16	03/10/2016	404225	$29,433.10	$188,772.31	$344,132.69
Engineering Services provided thru 03.31.16	04/14/2016	404384	$66,806.75	$255,579.06	$277,325.94

Paid to Date	**$255,579.06**	
Remaining Balance	**$277,325.94**	
% Complete	**48%**	

			Balance
Basic Services	**47% complete**	**$141,642.50**	**$159,191.50**
Design & ROW Survey	**92% complete**	**$64,923.38**	**$5,531.62**
ROW/Easement Dedication Exhibits	**0% complete**	**$0.00**	**$49,635.00**
Subsurface Utility Engineering	**35% complete**	**$9,335.00**	**$17,117.00**
Geotechnical	**100% complete**	**$11,100.00**	
Intersection Control Evaluation	**100% complete**	**$16,040.00**	
Public Outreach	**82% complete**	**$11,730.00**	**$2,660.00**
Stakeholder Coordination-School	**0% complete**	**$0.00**	**$4,460.00**
Water/Wastewater Design	**0% complete**	**$0.00**	**$23,400.00**
Bidding Phase Services	**0% complete**	**$0.00**	**$11,189.00**
Reimbursables	**16% complete**	**$808.18**	**$4,141.82**
		$255,579.06	

RETURN TO AGENDA

LA TERRA STUDIO, INC.

DEVELOPMENT SERVICES

PROJECT/PAYMENT LISTING

SUNNYVALE COMP PLAN

Contract Amount	$51,700.00	GL ACCT # 11-606-6408		
Date	**Check #**	**Invoice Amt**	**Paid To Date**	**Remaining Balance**
12/04/2014	401673	$1,500.00	$1,500.00	$50,200.00
12/29/2014	402004	$2,000.00	$3,500.00	$48,200.00
01/29/2015	402255	$2,500.00	$6,000.00	$45,700.00
02/28/2015	402255	$6,085.00	$12,085.00	$39,615.00
03/31/2015	402383	$6,255.00	$18,340.00	$33,360.00
04/30/2015	402572	$6,255.00	$24,595.00	$27,105.00
05/31/2015	402807	$4,170.00	$28,765.00	$22,935.00
06/30/2015	402926	$10,425.00	$39,190.00	$12,510.00
07/31/2015	403069	$4,170.00	$43,360.00	$8,340.00
08/31/2015	403268	$2,500.00	$45,860.00	$5,840.00
09/30/2015	403461	$2,500.00	$48,360.00	$3,340.00
2014-2015				
10/31/2015	403728	$1,000.00	$49,360.00	$2,340.00
11/30/2015	403915	$1,000.00	$50,360.00	$1,340.00
2015-2016				
		Paid to Date	**$50,360.00**	
		Remaining Balance	**$1,340.00**	
		% Complete	**97%**	
				Balance
Phase One	**Community Vision**	**100% complete**	**$10,000.00**	
Phase Two	**Plan Development**	**97% complete**	**$40,360.00**	**$1,340.00**
		Total	**$50,360.00**	

Other Expenses (not included in contract)	**Check #**	**Amount**
09/17/2015	403316	$454.72
(Liz Hopkins - reimbursement - Office Depot for printing of Comp Plan)		
03/24/2016		$2,000.00
(Sunnyvale Comp Plan - Town Council Comprehensive Plan Workshop on 01/09/16)		
Total Other Expenses:		**$2,454.72**

UTILITY FUND

Mid Year Budget Review	Approved Budget 2015-2016	Actual YTD 03/31/16	% of Budget	Recommended Adjustment	Amended Budget 2015-2016	% Change
Revenue Summary						
5200 Charges For Services	3,707,500	1,703,726	46%	0	3,707,500	0%
5300 Permits, Fees & Fines	1,500	480	32%	0	1,500	0%
5500 Other Revenue	2,000	886	44%	0	2,000	0%
Total Revenues	**3,711,000**	**1,705,092**	**46%**	**0**	**3,711,000**	**0%**
Expenditure Summary						
021 Waterworks Department	3,993,266	1,993,265	50%	328,100	4,321,366	8%
Total Expenditures	**3,993,266**	**1,993,265**	**50%**	**328,100**	**4,321,366**	**8%**
Changes In Working Capital						
Net Income - Utility Operations	(282,266)	(288,173)		(328,100)	(610,366)	
Add Depreciation Back In	295,000				370,000	
Excess or (Deficit) Revenue/Expenditures	12,734	(288,173)		(328,100)	(240,366)	

Budget	($282,266)
Mid Year	($610,366)
Difference	($328,100)
Net Income	($610,366)
Less Depreciation	$370,000
Net to Fund Balance	($240,366)

Cash/Accounts Receivable	$2,289,752	
Payables/Customer Dep/Due to GF	($ 428,627)	
Working Capital	$1,861,124	
Net Revenues + Depreciation	($ 240,366)	
Projected EOY Working Capital	$1,620,758	137 Days

Utility Fund Revenue: Total Revenues are at 46% of the annual budget amount and we are not recommending any budget amendments.

Utility Fund Expenditures: Total Expenditures are 50% of the annual budget amount and we are recommending budget amendments that result in a total increase to Utility Fund Expenditures by $328,100. The adjustments are as follows:

Unemployment Tax:	Increase $100 to increase the unemployment insurance line item to reflect the notice of a rate increase received in March 2016.
Supplies:	Increase credit card processing charges by $4,000 to reflect the increase of online and over the counter transactions.
Contractual Services:	Increase sewer purchases from the City of Mesquite and the City of Garland to reflect increase in rates per 1000 gallons which was 5% and 10% respectively.
Projects:	Increase $52,000 engineering services to fund the Water Master Plan contract started in the prior year.
Water System Maint:	Reallocated $11,000 savings in fuel costs to road maintenance and water system maintenance.
Depreciation Expense:	Increase to $75,000 to reflect the completion of the waterline rehabilitation program and anticipated developer contributions of capital assets that will be expensed over their useful lives.

RETURN TO AGENDA

21 Waterworks Fund Revenues	Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
5299 Charges For Services						
5210 Water Revenue	2,250,000	Increased due to approved tiered rate structure/6 Mths	902,004	40%		2,250,000
5211 Sewer Revenue	1,100,000	5 year avg affected by amount of anticipate rainfall/6 Mths	594,663	54%		1,100,000
5212 Water Meters and Cans	32,000	5 year avg	25,975	81%		32,000
5213 Disconnect Fees	12,000	5 year avg	3,150	26%		12,000
5214 Penalties	46,000	2 year avg	41,787	91%		46,000
5215 Service Fee	2,500	New accounts coming online est @ 100	3,150	100%		2,500
5230 Trash Services	265,000	$11.34 Res. $18.06 Com /6 Mths	132,998	50%		265,000
Revenue Category Total	3,707,500		1,703,726	46%	0	3,707,500
5300-Permits, Fees & Fine						
5399 Other Fees	1,500	Return Check/ACH Fees	480	32%		1,500
Revenue Category Total	1,500		480	32%	0	1,500
5500 Other Revenues						
5510 Interest Earned	400	Lower rates	18	4%		400
5520 Misc and Web Fee Revenue	100	Contractor Damage	-120	-120%		100
5522 Text Rev	1,500	Backflow Testing	988	66%		1,500
Revenue Category Total	2,000		886	44%	0	2,000
Total Revenue	**3,711,000**		**1,705,092**	**46%**	**0**	**3,711,000**

RETURN TO AGENDA

21 Waterworks Fund 621 Waterworks Fund	Approved Budget 2015-2016	Mid Year Review Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment	Amended Budget 2015-2016
Labor and Benefits						
621-6000 Wages & Salaries	332,342	8 Full Time Positions	155,152	47%		332,342
621-6001 Overtime	12,000	Historical trend	6,263	52%		12,000
621-6002 TMRS	41,842	12.55% weighted avg, 12.35% takes effect 01.01.16	21,118	50%		41,842
621-6003 Buy Back	10,000	Historical trend	4,276	43%		10,000
621-6004 Payroll Taxes	25,423	7.65%	12,283	48%		25,423
621-6005 Employee Insurance	48,655	Per TML	23,009	47%		48,655
621-6006 Workers Comp	11,100	Per TML	9,049	82%		11,100
621-6007 Unemployment Tax	1,242	1% on first $9,000 per employee per TX Workforce Commission/Increase to 1.9%	1,309	105%	100	1,342
Category Total	482,604		232,458	48%	100	482,704
Supplies and Materials						
621-6159 Uniforms	6,000	Replacement due to wear and tear. 5 Yr avg = $5,300	3,114	52%		6,000
621-6201 Credit Card & Online Proc	2,500	Online and over the counter processing fees. Volume dependent.	4,071	163%	4,000	6,500
621-6202 Bank Recon Adjustments	1,000	CC payments pending credit at month end.	0	0%	(1,000)	0
Category Total	9,500		7,186	76%	3,000	12,500
Contractual Services						
621-6301 Machinery & Equip Repairs	5,000	Rountine wear & tear. Tires	845	17%		5,000
621-6311 Water Purchases	1,421,871	11% Increase water purchases/Pretreatment per NTMWD/6 Mths	707,967	50%		1,421,871
621-6312 Mesquite Sewer Purchases	446,721	Waiting for rerate from Mesquite/5 Mths 10% Increase	276,502	62%	166,000	612,721
621-6313 Garland Sewer Purchases	338,967	Waiting for rerate from Garland/5 Mths 5% Increase	137,268	40%	32,000	370,967
621-6325 Trash Collection	277,000	1,915 current residential + 100future/27 current commercial	132,567	48%		277,000
621-6350 Vehicle Operating Gas & Oil	21,000	5 year avg	4,797	23%	(11,000)	10,000
621-6356 Safety Equip/Small Tools	5,000	Small Parts ie washers, marking paint	3,541	71%		5,000
621-6358 Equipment Rentals	5,000	Excatavators, compactors	3,790	76%	4,500	9,500
621-6361 Water System Maintenance	162,400	Replace aging meters, large parts to maintain system	124,399	77%	6,500	168,900
621-6362 Sewer System Maintenance	20,000	Large Parts to maintain system. Flow meters.	3,880	19%		20,000
621-6363 Building Maintenance	1,000	Maintain Propane Tanks	641	64%		1,000
621-6364 Vehicle Maintenance	10,000	Fleet rotation and newer vehicles	2,978	30%		10,000
621-6365 Auto Parts	100	Small Parts	0	0%		100
621-6368 Storm Water Maintenance	12,000	Maintain MS4 Permit; Ditch Work Pulling Pipe; Sweep Streets; Public Ed	4,831	40%		12,000
Category Total	2,726,059		1,404,006	52%	198,000	2,924,059
Utilities & Postage						
621-6511 Postage	24,500	3rd Party Mailing of Water Bills	9,390	38%		24,500
621-6512 General Operating Supplies	4,000	Office Supplies, Printing, Check Orders, Postage for Water Report	1,349	34%		4,000
621-6630 Telephone Expense	2,520	4 Cell Phone Reimbursements; Cable	1,259	50%		2,520
621-6660 Electricity	62,000	371 Long Creek Service Center, 5 yr avg = $64,000	28,544	46%		62,000
Category Total	93,020		40,543	44%	0	93,020
Capital Outlays & Projects						
621-6741 Engineering Services	0	Water Master Plan Council Approved	21,640	100%	52,000	52,000
621-6750 Computer Maintenance & Supp	2,900	Incode Online Bill Pay	672	23%		2,900
621-6820 Dues & Memberships	600	American Waterworks	0	0%		600
621-6830 Outside Training Expense	6,000	Continuing Education, Certifications & License	2,247	37%		6,000
621-6850 Bad Debt Expense	3,000	Uncollectable Water Bills	(508)	-17%		3,000
621-6870 Depreciation Expense	295,000	Non Cash Depreciation of Capital Assets/Developer Contributions	0	0%	75,000	370,000
621-6890 Operating Transfer Out - GF	25,000	Franchise Fee	0	0%		25,000
Category Total	332,500		24,051	7%	127,000	459,500
Revenue Bonds						
621-8191 Transfer to Ledger 23 Bonds	308,683	62% of Water Tower debt payment	275,766	89%		308,683
621-8191 Tranfer To/From Ledger 73	500	Issuance costs	0	0%		500
Category Total	309,183		275,766	89%	0	309,183
Capital-Office Equipment						
621-9320 Capital Computer Equipment	5,400	Tyler Output processor	0	0%		5,400
Category Total	5,400		0	0%	0	5,400
Capital-Water Sys Improve						
621-9421 Water Lines	0		9,255	0%		
621-9422 Vehicle Replacement	35,000	Vehicle Replacement per plan	0	0%	0	35,000
Category Total	35,000		9,255	26%	0	35,000
Department Total	**3,993,266**		**1,993,265**	**50%**	**328,100**	**4,321,366**

DEBT SERVICE

Debt Service Fund

	Approved Budget 2015-2016	Actual YTD 03/31/16	Recommended Adjustment	Amended Budget 2015-2016	% Change
	0.068755	0.067550	0.068755	0.068755	
Beginning Fund Balance	**231,611**	**231,611**	**231,611**	**231,611**	0.00%
Revenues			Increase to Act		
I & S Ad Valorem Taxes	616,431	621,096	4,665	621,096	0.8%
4A Transfer In	45,909	40,225	0	45,909	0.0%
Interest Earned	150	51		150	0.0%
Total Revenues	**662,490**	**661,373**	**4,665**	**667,155**	0.7%
Expenditures					
Bond Principal - 2011 CO	45,750	45,740		45,740	0.0%
Bond Principal - 2013 CO	415,000	400,000		415,000	0.0%
Bond Principal - 2014 Tax Notes	120,000	50,000		120,000	0.0%
Bond Interest - 2011 CO	38,002	39,260		38,002	0.0%
Bond Interest - 2013 CO	86,900	95,050		86,900	0.0%
Bond Interest - 2014 Tax Notes	10,935	8,497		10,935	0.0%
Paying Agent Fees	300	2,000		300	0.0%
Total Expenditures	**716,887**	**640,547**	**0**	**716,877**	0.0%
Ending Fund Balance	**177,214**	**252,437**	**236,276**	**181,889**	-6.40%
Net Revenues/Expenditures	(54,397)	20,826	4,665	(49,722)	

IMPACT FEE FUNDS

Updated the audited fund balance for the Water, Sewer and Roadway Impact funds and provided year to date totals. Impact fee revenue is in the 70 percentile of the budgeted projection as of March 31, 2016. To remain conservative we are not recommending any mid-year amendments to the Impact Fee Funds.

Roadway Impact Fund Balance

		Approved Budget 2015-2016	Actual YTD 03/31/16	% Change
Beginning Fund Balance		**836,710**	**836,710**	0.00%
Revenues		**100 @ 333.30**		
	Roadway Impact Fees	33,330	27,503	0.0%
	Stoney Creek Traffic Mitigation	0	0	0.0%
	Interest Income	200	126	63.1%
	Total Revenues	**33,530**	**27,629**	-100.0%
Expenditures				
	Operating Expenditures	0	0	0%
	Transfer Out/Traffic Study	0	0	0%
	Total Expenditures	**0**	**0**	0.0%
Ending Fund Balance - Unassigned		**451,440**	**445,539**	98.69%
Ending Fund Balance - Stoney Creek		**418,800**	**418,800**	100.00%
		870,240	864,339	

Water Impact Fund Statement

	History 2015 Actual Audited	Budget 2016 Budget	Actual YTD 03/31/2016	% Of Budget
Unreserved Fund Balance	**985,335**	**895,474**	**895,474**	0.00%
Revenues				
Impact Fees	124,222	302,000	230,180	76.2%
Total Revenues	**124,222**	**302,000**	**230,180**	76.2%
Expenditures				
Water & Wastewater Imapct Fee Study	16,237	0	850	0.0%
Interest Expense	3,571	5,000	0	0.0%
TX Dept of Ag Note Payable	0	12,000	6,003	50.0%
Debt Service	194,275	196,525	168,963	86.0%
Total Expenditures	**214,083**	**213,525**	**175,815**	82.3%
Ending Unreserved Fund Balance	**895,474**	**983,949**	**949,839**	96.53%

Sewer Impact Fund Statement

	History 2015 Actual	Budget 2016 Budget	Actual YTD 03/31/2016	% Of Budget
Unreserved Fund Balance	**205,979**	**247,201**	**247,201**	0.00%
Revenues				
Impact Fees	43,481	109,439	86,429	79.0%
Total Revenues	**43,481**	**109,439**	**86,429**	79.0%
Expenditures				
Sewer Impact Reimbursement	2,259	0	0	0.0%
Total Expenditures	**2,259**	**0**	**0**	0.0%
Ending Unreserved Fund Balance	**247,201**	**356,640**	**333,630**	93.55%

ECONOMIC DEVELOPMENT FUNDS

4A ECONOMIC DEVELOPMENT

Revenues:
Revenues total 51% of the annual budget amount. Staff recommends adjustments that will result in a net increase of $ 900 due to an increase in interest earned year to date.

Expenses:
Expenses total 281% of the annual budget amount. Staff recommends adjustments that will result in a net increase of $ 1,709,833 of which $687,500 is the transfer out to 4B for the purchase of 13.92 acres (Hwy 80 @ Collins Road) and $ 1,018,165 is to record the Industrial Park assigned fund balance as a budget for the Industrial Park expense line item as expectations are to complete the project in the current fiscal year.

4A EDC Fund Summary	Approved Budget 2015-2016	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment Mid Year	Amended Budget 2015-2016	% Of Change
Beginning Fund Balance	2,107,221	2,107,221		0	2,107,221	
Revenue Summary						
Sales Tax	300,000	153,325	51%	0	300,000	0%
Interest	309	959	311%	900	1,209	291%
Total Revenues	300,309	154,284	51%	900	301,209	0%
Expenditure Summary						
Labor and Benefits	66,306	32,427	49%	4,169	70,475	6%
Supplies and Materials	12,000	0	0%	0	12,000	0%
Training/Dues/Subscriptions	500	94	19%	0	500	0%
Capital Outlays and Projects	106,159	98,184	92%	1,018,165	1,124,324	959%
Marketing & Incentives	106,000	551	1%	0	106,000	0%
Capital - Park/Rec Improvements	0	686,369	0%	687,500	687,500	0%
Total Expenditures	290,965	817,625	281%	1,709,833	2,000,798	588%
Excess or (Deficit) Revenue/Expenditures	**9,344**	**(663,341)**	-7099%	**(1,708,933)**	**(1,699,589)**	-18289%
Total Fund Balance	**2,116,565**	**1,443,880**		**(1,708,933)**	**407,631**	-81%
Assigned Sunnyvale Industrial Park	1,018,165	965,623			0	
Ending Unassigned Fund Balance	**1,098,400**	**478,258**			**407,631**	

RETURN TO AGENDA

91. 03.31.16 4A EDC Mid Year Budget

91	4A Economic Development Corp.	Approved Budget 2015-2016	Mid Year Budget Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adj. Mid Year	Amended Budget 2015-2016	% Of Change
	Beginning Fund Balance	2,107,221		2,107,221			2,107,221	
5100-Taxes								
5140	Sales Tax Receipts	300,000	CY Annualized	153,325	51%		300,000	0%
	Revenue Category Total	300,000		153,325	51%	0	300,000	0%
5500-Other Revenues								
5510	Interest Earned	309	CY Annualized	959	311%	900	1,209	291%
	Revenue Category Total	309		959	311%	900	1,209	291%
	Total Revenue	**300,309**		**154,284**	**51%**	**900**	**301,209**	**0%**
Labor and Benefits								
691-6000	Wages & Salaries	50,402	50% EDC & 33% Assistant	24,217	48%	1,637	52,039	3%
691-6001	Overtime	0	Historical trend	129	0%	130	130	0%
691-6002	TMRS	6,325	12.55% Weighted Average	3,189	50%	462	6,787	7%
691-6003	Buy Back	500	Trending higher than historical average	823	165%	1,415	1,915	283%
691-6004	Payroll Taxes - FICA	3,856	7.65%	1,793	47%	185	4,041	5%
691-6005	Employee Insurance	5,223	50% EDC & 33% Assistant	2,277	44%	340	5,563	7%
	Category Total	66,306		32,427	49%	4,169	70,475	6%
Supplies and Materials								
691-6113	Administrative Services	12,000	Transer in to GF EOY	0	0%		12,000	0%
	Category Total	12,000		0	0%	0	12,000	0%
Training/Dues/Subscriptions								
691-6512	General Office Supplies	500		94	19%		500	0%
	Category Total	500		94	19%	0	500	0%
Capital Outlays & Projects								
691-6718	Sunnyvale Industrial Center	0	Establish budget for FY 2015-16 (Assigned Funds)	52,542	0%	1,018,165	1,018,165	0%
691-6751	Legal Services	5,000		0	0%		5,000	0%
691-6752	Brochure/Publications	10,000		532	5%		10,000	0%
691-6753	Website Maintenance	20,000		0	0%		20,000	0%
691-6755	Bond Bridge Payments	45,909	Bond Payment 02/15/16 & 08/15/16	40,225	88%		45,909	0%
691-6820	Dues & Subscriptions	7,500	CoStar & Chamber Dues	3,358	45%		7,500	0%
691-6830	Outside Training Expense	5,000	Seminars, Classes	666	13%		5,000	0%
691-6831	Local Business Meeting	750	Meeting	0	0%		750	0%
691-6890	Other Miscellaneious Expense	2,000		138	7%		2,000	0%
691-6912	Travel/Prospecting	10,000		723	7%		10,000	0%
	Category Total	106,159		98,184	92%	1,018,165	1,124,324	959%
Marketing & Incentives								
691-9423	Marketing	5,000		0	0%		5,000	0%
691-9424	Incentives	100,000		0	0%		100,000	
691-9425	Sunnyvale Chamber Support	1,000	Chamber Support	551	55%		1,000	0%
	Category Total	106,000		551	1%	0	106,000	0%
Capital - Park/Rec Improvements								
691-9729	Transfer Out - Land	0	13.92 acreage purchase (transfer to 4B)	686,369	0%	687,500	687,500	0%
	Category Total	0		686,369	0%	687,500	687,500	0%
	Fund Total Expenditures	**290,965**		**817,625**	**281%**	**1,709,833**	**2,000,798**	**588%**
	Net Revenues/Expenditures	**9,344**		**(663,341)**	**-7099%**	**(1,708,933)**	**-1,699,589**	**-18289%**
	Total Fund Balance	**2,116,565**		**1,443,880**		**(1,708,933)**	**407,631**	**-81%**
	Assigned Fund Balance							
	Sunnyvale Industrial Park	**1,018,165**		**965,623**			**0**	
	Ending Unassigned Fund Balance	**1,098,400**		**478,258**			**407,631**	

	Mid Year Budget Adjustments	
09/30/2015	Unassigned Fund Balance	1,098,400
	Assigned Industrial Park	1,018,165
	Fund Balance	2,116,565
	Amended Budget Net Revenues/Expenditures	(1,708,933)
	Projected Unassigned Fund Balance (EOY)	407,631
	Projected Assigned Industrial Park Fund Balance (EOY)	0
	Total	407,631

RETURN TO AGENDA

MCMANUS & JOHNSON CONSULTING
PROJECT/PAYMENT LISTING

4A ECONOMIC DEVELOPMENT

MJCE Design Project # 75182-0900

SUNNYVALE INDUSTRIAL PARK

Contract Amount
$125,000.00

GL ACCOUNT # 91-691-6718

Professional Services	Date Paid	Check #	Amount	Paid to Date	Remaining Balance
Design, Survey, Construction Phase services thru 06.26.15	07/09/2015	1574	$2,700.00	$2,700.00	$122,300.00
Design, Survey, Construction Phase services thru 07.31.15	08/06/2015	1578	$17,800.00	$20,500.00	$104,500.00
Design, Survey, Construction Phase services thru 08.28.15	09/10/2015	1584	$35,500.00	$56,000.00	$69,000.00
Design, Survey, Construction Phase services thru 09.25.15	09/30/2015	1590	$20,000.00	$76,000.00	$49,000.00
Design, Survey, Construction Phase services thru 10.30.15	11/05/2015	1598	$13,500.00	$89,500.00	$35,500.00
Design, Survey, Construction Phase services thru 11.27.15	12/10/2015	1605	$11,000.00	$100,500.00	$24,500.00
Design, Survey, Construction Phase services thru 12.31.15	01/07/2016	1609	$9,500.00	$110,000.00	$15,000.00
Design, Survey, Construction Phase services thru 01.29.16	02/04/2016	1616	$5,000.00	$115,000.00	$10,000.00
Design, Survey, Construction Phase services thru 03.31.16	04/07/2016	1624	$2,500.00	$117,500.00	$7,500.00

Paid to Date	**$117,500.00**	
Remaining Balance	**$7,500.00**	
% Complete	**94%**	
		Balance
Preliminary Design Services	**100% complete**	**$10,000.00**
Design Phase Services	**100% complete**	**$60,000.00**
Bid Phase Services	**100% complete**	**$5,000.00**
Construction Phase Services	**25% complete**	**$2,500.00** **$7,500.00**
Survey Services	**100% complete**	**$38,000.00**
Additional Services	**100% complete**	**$2,000.00**
	Total	**$117,500.00**

EXCEL TRENCHING & UTILITIES
PROJECT/PAYMENT LISTING

Excel Trenching & Utilities - Water Line Construction

Sunnyvale Industrial Park

Contract Amount
$883,070.40

Professional Services	Date Paid	Check #	Amount	Paid to Date	Remaining Balance

Paid to Date	**$0.00**
Remaining Balance	**$0.00**
% Complete	**0%**

4B ECONOMIC DEVELOPMENT

Revenues total 165% of the annual budget amount primarily due to the transfer in from 4A for the purchase of 13.92 acres (Hwy 80 @ Collins Road). Staff recommends adjustments that will result in a net increase of $ 687,450 to record the transfer in from 4A.

Expenses total 126% of the annual budget amount. Staff recommends adjustments that will result in a net increase of $ 803,020 of which $ 775,000 is for the purchase of 13.92 acres (Hwy 80 @ Collins Road).

4B EDC Fund Summary	Approved Budget 2015-2016	Actual YTD 03/31/2016	% Of Budget	Recommended Adjustment Mid Year	Amended Budget 2015-2016	% Of Change
Beginning Fund Balance						
(Working Captital Only)	1,814,150	1,814,150			1,814,150	
Revenue Summary						
Sales Tax	600,000	306,650	51%	0	600,000	0%
Transfers In	0	683,869	0%	687,500	687,500	0%
Interest	300	129	43%	(50)	250	-17%
Total Revenues	600,300	990,648	165%	687,450	1,287,750	115%
Expenditure Summary						
Labor and Benefits	133,984	68,333	51%	8,035	142,019	6%
Contractual Services	108,000	38,985	36%	7,800	115,800	7%
Training/Dues/Subscriptions	500	220	44%	0	500	0%
Capital Outlays and Projects	105,000	5,665	5%	2,500	107,500	2%
Capital-Town Improvements	275,000	71,939	26%	9,685	284,685	4%
Capital Improvements	15,000	0	0%	0	15,000	0%
Capital-Park/Rec Improvements	600,000	1,372,920	229%	775,000	1,375,000	129%
Total Expenditures	1,237,484	1,558,062	126%	803,020	2,040,504	65%
Excess or (Deficit) Revenue/Expenditures	**(637,184)**	**(567,414)**	89%	**(115,570)**	**(752,754)**	18%
Total Fund Balance	**1,176,966**	**1,246,736**		**(115,570)**	**1,061,395**	-10%

RETURN TO AGENDA

92. 03.31.16 4B EDC Mid Year Budget

92	4B Economic Development Corp.	Approved Budget 2015-2016	Mid Year Budget Notes	Actual YTD 03/31/2016	% Of Budget	Recommended Adj. Mid Year	Amended Budget 2015-2016	% Of Change
	Beginning Fund Balance	**1,814,150**	**(Working Capital Only)**	**1,814,150**			**1,814,150**	
5100-Taxes								
5140	Sales Tax Receipts	600,000	CY Annualized	306,650	51%		600,000	0%
5400	Transfers In	0	13.92 acreage purchase (transfer from 4A)	683,869	0%	687,500	687,500	0%
	Revenue Category Total	600,000		990,519		687,500	1,287,500	115%
5500-Other Revenues								
5510	Interest Earned	300	Adjusted based on current year annualized	129	43%	(50)	250	-17%
	Revenue Category Total	300		129		(50)	250	-17%
	Total Revenue	**600,300**		**990,648**	**165%**	**687,450**	**1,287,750**	**115%**
Labor and Benefits								
692-6000	Wages & Salaries	98,458	EDC 50%, Assistant 33%,1.5 Park Maintenance Techs	48,430	49%	1,452	99,910	1%
692-6001	Overtime	500	Overtime (tornado damage, American Idol parade)	614	123%	700	1,200	140%
692-6002	TMRS	12,356	12.55% Weighted Average	6,463	52%	1,113	13,469	9%
692-6003	Buy Back	600	Trending higher than historical average	2,002	334%	4,493	5,093	749%
692-6004	Payroll Taxes - FICA	7,532	7.65%	3,633	48%	183	7,715	2%
692-6005	Employee Insurance	14,538	EDC 50%, Assistant 33%,1.5 Park Maintenance Techs	7,191	49%	94	14,632	1%
	Category Total	133,984		68,333	51%	8,035	142,019	6%
Contractual Services								
692-6370	Landscape Maintenance - Contract	28,000	Increase to include the 4 corners @ Highway 80	13,500	48%	7,800	35,800	28%
692-6371	Professional Services	80,000	Retail Coach, Eisenberg & Associates (town branding & marketing)	25,485	32%		80,000	0%
	Category Total	108,000		38,985	36%	7,800	115,800	7%
Training/Dues/Subscriptions								
692-6512	General Office Supplies	500	Bid Notices in paper, misc office supplies	220	44%		500	0%
	Category Total	500		220	44%	0	500	0%
Capital Outlays & Projects								
692-6751	Legal Services	10,000		0	0%		10,000	0%
692-6830	Outside Training Expense	5,000		1,756	35%		5,000	0%
692-6891	Indirect & Operating Expenses	80,000	Transfer out to General Fund (administrative, audit, park maint)	0	0%		80,000	0%
692-6912	Business Development & Marketing	10,000	Sunnyfest Contribution/ Travel/Prospecting	3,909	39%	2,500	12,500	25%
	Category Total	105,000		5,665	5%	2,500	107,500	2%
Capital - Town Improvements								
692-9210	Retail Incentives	100,000	No foreseeable expenses in the next 6 months	0	0%		100,000	0%
692-9211	Town Beautification	15,000	No foreseeable expenses in the next 6 months	0	0%		15,000	0%
692-9212	Surveillance Equipment	0	Axios Group - TC Park security camera (lapsed appropriation 14-15)	9,403	0%	9,685	9,685	0%
692-9213	Parks & Trails	160,000		62,536	39%		160,000	0%
	Category Total	275,000		71,939	26%	9,685	284,685	4%
Capital Improvements								
692-9611	Capital Maintenance Equipment	15,000		0	0%		15,000	0%
	Category Total	15,000		0	0%	0	15,000	0%
Capital - Park/Rec Improvements								
692-9728	Land Acquisition	600,000	Increase for 13.92 acreage purchase (Hwy 80 @ Collins Road)	1,372,920	229%	775,000	1,375,000	129%
	Category Total	600,000		1,372,920	229%	775,000	1,375,000	129%
	Fund Total Expenditures	**1,237,484**		**1,558,062**	**126%**	**803,020**	**2,040,504**	**65%**
	Net Revenues/Expenditures	**(637,184)**		**(567,414)**	**89%**	**(115,570)**	**(752,754)**	**18%**
	Ending Fund Balance	**1,176,966**		**1,246,736**		**(115,570)**	**1,061,395**	**-10%**

2015-16 Mid Year Budget Adjustments			
Interest Earned	50	4B Portion of Land Purchase (1/2 of $1,375,000)	687,500
Labor and Benefits	8,035	Amount originally budgeted for Park Acquisition	600,000
Landscape Maint	7,800		
Business Dev/Marketing	2,500	Difference	87,500
Surveillance Equip (Town Center Park)	9,685		
Total	28,070		
Net Budget Adjustment	115,570		
Difference	87,500		

Town of Sunnyvale

Prepared By: Justin Brown, P.E.

Summary:

CONSIDER THE AWARD OF A CONSTRUCTION CONTRACT TO LANDMARK STRUCTURES I, L.P. FOR THE CONSTRUCTION OF A NEW 1.25 MG WATER STORAGE TANK.

Background & Analysis:

In August 2015 the Town Council awarded a professional services contract to Freese and Nichols, Inc. for the design of a new 1.25 million gallon water storage tank and water mains in the amount of $281,000. Once the design was complete Town staff advertised for the water tank bids in April and received three sealed bids. The lowest qualified bidder is Landmark Structures I, L.P. with a bid of $3,203,000.00 which includes the base bid plus the interior and exterior paint upgrades; see the bid tabulation below and attached recommendation letter from Freese and Nichols.

Bidder	Bid Amount with Painting Alternates
Caldwell Tanks, Inc	$4,237,000.00
Landmark Structures I, L.P.	$3,203,000.00
Phoenix Fabricators & Erectors, Inc.	$4,265,556.00

In addition to the base bid and paint alternatives the bid included items for single sided and dual sided bowl mounted lighting. The bid for single sided lighting is $25,000 and the bid for dual sided lighting is $40,000; the operating cost of the LED lighting is estimated as shown below. The bid for the Town of Sunnyvale logo is $10,000.

One side: 2.8kWh*$0.08*365 = $81.76/year
Two sides: 5.6kWh*$0.08*365 = $163.52/year
(Assumes 11 hour/day operation at $0.08/kwh)

Landmark Structures I, L.P. is a local contractor and has built numerous elevated water storage facilities throughout the Dallas-Fort Worth area. Staff recommends the award of the construction contract, base bid plus paint alternatives, to Landmark Structures I, L.P.

The total project for the design, water tower construction and water lines is $4,510,237.36. The contractor is being given 15 months to complete the project after the contract is signed. Therefore, the water tank should be in full operation by the September 2017.

Staff Recommendation:

Staff would recommend awarding a construction contract to Landmark Structures I, L.P. in the amount of $3,203,000.00 for the construction of the new 1.25 million gallon elevated water storage tank.

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

2711 N. Haskell Avenue, Suite 3300 • Dallas, Texas 75204 • 214-217-2200 • fax 214-217-2201 www.freese.com

May 13, 2016

Sean Fox
Town Manager
Town of Sunnyvale
127 N. Collins Road
Sunnyvale, TX 75182

Re: Recommendation of Award for the 1.25 MG Tower Place Elevated Storage Tank
(FNI Project #SNV15452)

Dear Mr. Fox:

A total of three (3) bids were received for the above referenced project on Thursday, May 12, 2016. Bids were for the construction of a 1.25 million gallon composite elevated storage tank, associated appurtenances, and various site work. Landmark Structures I, L.P. provided the lowest bid for the project. The bid included several additive alternates that can be added to the base bid. A summary of the alternates is provided in the table below.

BID ALTERNATE SUMMARY

ITEM	DESCRIPTION
A	1.25 MG EST Base Bid
B	Single Side Bowl Mounted Lighting
C	Dual Side Bowl Mounted Lighting
D	Upgraded Interior Coating
E	Upgraded Exterior Coating

The base bid includes a City of Sunnyvale logo on one side with no lighting. The base bid includes an interior and exterior coating with an expected lifespan of 12-15 years. The upgraded coating systems have an expected lifespan of 20-30 years. It is recommended to provide similarly life spanned coating systems for the elevated storage tank so that recoating can occur at the same time.

A summary of the bids is provided in the table below, and the detailed bid tabulation is attached.

BID SUMMARY

BIDDER	SUBTOTAL ITEM A	SUBTOTAL ITEM B	SUBTOTAL ITEM C	SUBTOTAL ITEM D	SUBTOTAL ITEM E
Caldwell Tanks, Inc.	$4,097,000.00	$24,000.00	$44,000.00	$90,000.00	$50,000.00
Landmark Structures I, L.P.	$3,137,000.00	$25,000.00	$40,000.00	$24,000.00	$42,000.00
Phoenix Fabricators & Erectors, Inc.	$4,106,556.00	$50,000.00	$100,000.00	$104,000.00	$55,000.00

Landmark Structures I, L.P. submitted the low bid of $3,137,000.00. A mistake was made in Landmark's bid tab for Additive Alternate Bid Item C. The unit price written in words was "twenty four dollars and zero cents", and the unit price written numerically was "$24,000.00". Using our best judgement, the bids were summed with the unit price of $24,000.00.

Landmark Structures is a specialty composite elevated tank contractor based in Fort Worth, Texas. Freese and Nichols has worked with Landmark Structures on many successful projects in the past, which are summarized in the table below.

PROJECT SUMMARY

Owner	Size	Year Completed
City of Irving	1.0 MG	In Construction
Town of Little Elm	2.0 MG	2015
City of Lancaster	2.0 MG	2014
Town of Addison	1.5 MG	2012
City of Princeton	1.0 MG	2012
City of Terrell	1.5 MG	2012
City of Taylor	1.0 MG	2010
City of Taylor	0.75 MG	2010
Town of Prosper	2.0 MG	2008
City of Brownwood	0.75 MG	2006
City of Burleson	0.75 MG	2006
City of Keller	1.0 MG	2006
Town of Little Elm	1.0 MG	2006
City of Mansfield	2.0 MG	2006
City of Brownwood	0.75 MG	2005
City of Mansfield	1.0 MG	2005
City of Keller	2.5 MG	2003
City of Grapevine	2.0 MG	2002

Freese and Nichols, Inc, recommends a minimum award of Items A+D+E for a total of three million, two hundred and three thousand dollars ($3,203,000). If Item C is chosen as an addition to the base bid, a second Town of Sunnyvale Logo can be added at the unit price bid of $10,000 by Landmark Structures I, L.P. Please let us know if you have any questions or concerns with our recommendation. Thank you for the opportunity to work with the City on this project.

Sincerely,

Amanda Powers

Amanda Powers, P.E.
Freese and Nichols, Inc. – Project Manager

cc: Johnny Meeks; Justin Brown, Sam Meisner, P.E.

Attachments: Bid Tabulation

[SNV15452] T:\3.0 DESIGN\3.06 Bid Phase\Tank

Client: Sunnyvale
Project: Tower Place 1.25 MG Elevated Storage Tank
Bid Date: May 5, 2016
FNI Project No: SNV15452

Item No.	Description	Quantity	Unit	Landmark Structures 1665 Harmon Road Fort Worth, TX 76177 817-439-8888 Unit Price	Bid Amount	Phoenix Fabricators and Erectors 182 S. County Road. 900 East Avon, IN 46123 271-318-1217 Unit Price	Bid Amount	Calwdwell Tanks 4000 Tower Road Louisville, KY 40219 502-964-3361 Unit Price	Bid Amount
Section A - 1.25 MG Elevated Storage Tank									
1	Mobilization	1	LS	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 120,000.00	$ 120,000.00
2	1.25 Million Gallon Composite Elevated Storage Tank	1	LS	$ 2,407,000.00	$ 2,407,000.00	$ 3,311,940.00	$ 3,311,940.00	$ 3,360,913.00	$ 3,360,913.00
3	Demolition Existing 300,000 Gallon Steel EST	1	LS	$ 30,000.00	$ 30,000.00	$ 40,000.00	$ 40,000.00	$ 60,000.00	$ 60,000.00
3a	Environmental Excavation	6	CY	$ 500.00	$ 3,000.00	$ 400.00	$ 2,400.00	$ 1,500.00	$ 9,000.00
4	Town of Sunnyvale Logo	1	LS	$ 10,000.00	$ 10,000.00	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00
5	16" PVC, AWWA C-905 DR-18	106	LF	$ 250.00	$ 26,500.00	$ 500.00	$ 53,000.00	$ 300.00	$ 31,800.00
6	12" PVC, AWWA C-900 DR-18	20	LF	$ 230.00	$ 4,600.00	$ 300.00	$ 6,000.00	$ 100.00	$ 2,000.00
7	Trench Safety *		LF	$ 5.00	$ 1,000.00	$ 10.00	$ 3,000.00	$ 5.00	$ 800.00
8	16" Butterfly Valve	1	EA	$ 6,000.00	$ 6,000.00	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00
9	12" Gate Valve	2	EA	$ 3,000.00	$ 6,000.00	$ 3,000.00	$ 6,000.00	$ 2,500.00	$ 5,000.00
10	Connect to Existing Water Line All Diameters	3	EA	$ 7,000.00	$ 21,000.00	$ 3,000.00	$ 9,000.00	$ 1,500.00	$ 4,500.00
11	Cut and Plug Existing 12" Water Line	2	EA	$ 4,000.00	$ 8,000.00	$ 2,500.00	$ 5,000.00	$ 2,000.00	$ 4,000.00
12	1" Water Service & Meter Box (Irrigation Tap)	1	EA	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00
13	2" Long Water Service Connection	2	EA	$ 10,000.00	$ 20,000.00	$ 2,500.00	$ 5,000.00	$ 2,500.00	$ 5,000.00
14	1" Short Water Service Connection	1	EA	$ 4,000.00	$ 4,000.00	$ 2,500.00	$ 2,500.00	$ 750.00	$ 750.00
15	Remove Existing Fire Hydrant	1	EA	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 750.00	$ 750.00
16	Relocate Existing Water Fountain	1	EA	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00
17	18" RCCP Pipe	30	LF	$ 500.00	$ 15,000.00	$ 100.00	$ 3,000.00	$ 125.00	$ 3,750.00
18	Concrete Site Paving	253	SY	$ 50.00	$ 12,650.00	$ 150.00	$ 37,950.00	$ 75.00	$ 18,975.00
19	Asphalt Paving	1090	SY	$ 40.00	$ 43,600.00	$ 100.00	$ 109,000.00	$ 50.00	$ 54,500.00
20	8' Ornamental Fence and Gates	300	LF	$ 60.00	$ 18,000.00	$ 100.00	$ 30,000.00	$ 150.00	$ 45,000.00
21	Ornamental Stone Fence Columns	11	EA	$ 1,600.00	$ 17,600.00	$ 3,600.00	$ 39,600.00	$ 1,500.00	$ 16,500.00
22	8' Wooden Fence	320	LF	$ 40.00	$ 12,800.00	$ 50.00	$ 16,000.00	$ 20.00	$ 6,400.00
23	Site Preparation and Grading	1	LS	$ 104,515.00	$ 104,515.00	$ 16,000.00	$ 16,000.00	$ 5,000.00	$ 5,000.00
24	Tree Removal	9	EA	$ 500.00	$ 4,500.00	$ 500.00	$ 4,500.00	$ 200.00	$ 1,800.00
25	Tree Protection	3	EA	$ 300.00	$ 900.00	$ 1,000.00	$ 3,000.00	$ 100.00	$ 300.00
26	Hydromulch	45530	SY	$ 0.50	$ 22,765.00	$ 0.20	$ 9,106.00	$ 0.40	$ 18,212.00
27	Sodding	2510	SY	$ 7.00	$ 17,570.00	$ 6.00	$ 15,060.00	$ 5.00	$ 12,550.00
28	Storm Water Pollution Prevention Plan	1	LS	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00	$ 3,500.00	$ 3,500.00
29	Electrical & Instrumentation	1	LS	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 145,000.00	$ 145,000.00
30	SCADA	1	LS	$ 30,000.00	$ 30,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00
31	Contingency	1	LS	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
32	Generator and Automatic Transfer Switch	1	EA	$ 30,000.00	$ 30,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
	Subtotal from Item A:				$ 3,137,000.00		$ 4,106,556.00		$ 4,097,000.00
B	Additive Alternate Bid Item								
1	Single Side Bowl Mounted Lighting	1	LS	$ 25,000.00	$ 25,000.00	$ 50,000.00	$ 50,000.00	$ 24,000.00	$ 24,000.00
C	Additive Alternate Bid Item								
1	Dual Side Bowl Mounted Lighting	1	LS	$ 40,000.00	$ 40,000.00	$ 100,000.00	$ 100,000.00	$ 44,000.00	$ 44,000.00
D	Additive Alternate Bid Item								
1	IW-02 Interior Coating	1	LS	$ 24000.00 **	$ 24,000.00	$ 104,000.00	$ 104,000.00	$ 90,000.00	$ 90,000.00
E	Additive Alternate Bid Item								
1	EN-03 Exterior Coating	1	LS	$ 42,000.00	$ 42,000.00	$ 55,000.00	$ 55,000.00	$ 50,000.00	$ 50,000.00
	Project Total (A+B)				$ 3,162,000.00		$ 4,156,556.00		$ 4,121,000.00
	Project Total (A+C)				$ 3,177,000.00		$ 4,206,556.00		$ 4,141,000.00
	Project Total (A+B+D+E)				$ 3,228,000.00		$ 4,315,556.00		$ 4,261,000.00
	Project Total (A+C+D+E)				$ 3,243,000.00		$ 4,365,556.00		$ 4,281,000.00

***Trench Safety Quantities (LF)**

Landmark:	200
Phoenix:	300
Caldwell:	160

**** Landmark wrote the unit price in words as twenty four dollars. They numeric unit price written was $24,000. Using our best judgement we proceeded with $24,000.**

Town of Sunnyvale

Prepared By: Justin Brown, P.E.

Summary:

CONSIDER THE APPROVAL OF A WHOLESALE WASTEWATER SERVICES CONTRACT WITH THE CITY OF GARLAND

Background & Analysis:

The Town of Sunnyvale currently discharges wastewater into the City of Garland wastewater collection system at multiple locations throughout the Town. The Town of Sunnyvale and City of Garland had been operating under a wastewater treatment contract that was signed in June of 1991 but expired in 2011. The new contract will allow the Town of Sunnyvale to meter wastewater flow at five locations where flow discharges into the Garland system; the metered flows will then be billed to Sunnyvale at the City of Garland wastewater billing rate based on the actual volume of wastewater metered. The locations that will be unmetered will still be billed by Garland at a flow rate of 80% of the resident's water usage. The new wastewater contract will be for a period of 20 years.

In order to meter the wastewater flow the Town of Sunnyvale will be required to fund and construct the wastewater flow meters and then turn ownership of the meters over to the City of Garland once they are in operation. Town staff is currently in the process of reviewing proposals for the wastewater metering stations and plans to bring an Engineering and Construction contract for the metering stations to Council in June 2016.

Also, as a condition of the wastewater services contract with Garland the Town of Sunnyvale must adopt an industrial waste ordinance within 120 days of execution of the wastewater services contract. The intent of the industrial waste ordinance is to monitor industrial wastewater flows and establish pretreatment programs where needed.

Staff Recommendation:

Staff would recommend that Town Council approve the Wholesale Wastewater Contract with the City of Garland.

WHOLESALE WASTEWATER CONTRACT

This Wholesale Wastewater Contract (the "Contract") is made and entered into this, the _____ day of _____, _____, (the "Effective Date") by and between the City of Garland, Texas, a Texas home-rule municipality ("Garland"), and the Town of Sunnyvale, Texas, a Texas home-rule municipality, ("Customer").

WHEREAS, Garland and Customer have previously entered into that certain Wastewater Treatment Contract Between the Town Of Sunnyvale and the City of Garland dated June 4, 1991 ("1991 Agreement"), together with any and all amendments thereto, providing for wastewater treatment services; and

WHEREAS, Garland and Customer agree that this Contract is understood and intended to supersede and replace the terms and conditions of the 1991 Agreement.

Garland and Customer, in consideration of the terms, covenants and conditions herein contained, hereby agree as follows:

1. Definitions

When used in this Contract, the following terms, when capitalized, shall be defined as follows. In the event a definition herein conflicts with the same definition in Article VIII, "Industrial Wastes", Section 22.140(C) of the City of Garland Code of Ordinances, as amended, the definition in the Code of Ordinances will prevail:

1.1 Act or "the Act" - The Federal Water Pollution Control Act, also known as the Clean Water Act ("CWA"), as amended (33 U.S.C. 1251, et seq.).

1.1.1 Approved Connection Points - the Points of Entry identified in Exhibit A, as it may be amended from time to time.

1.1.2 Basin Map - The map attached hereto as Exhibit "B, which identifies the service area under this Contract."

1.2 Biochemical Oxygen Demand (BOD) - The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees centigrade expressed in terms of mass and concentration [milligrams per liter (mg/1)].

1.3 Calibration - Field verification of metering station flow measurement accuracy utilizing flow meter calibration and field measured velocity profile data.

1.4 Capital Improvements -Construction of or improvements to any facilities that provide utility services and benefits common to all customers and that have a life expectancy of three or more years, whether such capital improvements are located within the jurisdictional limits of Garland or Customer, including but not limited to wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, and all major collectors and interceptors and lift stations, if any, associated therewith.

1.5 Composite Sample - The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

1.6 Customer System or Customer's System - The facilities of Customer used for pretreatment, collection or transportation of wastewater to the Point of Entry.

1.7 Delivery Facilities or Delivery Facility - All facilities necessary for the transmission of wastewater to the Garland System that are on the Customer's side of the Point of Entry.

1.8 Director - the Managing Director of Public Works or his designee.

1.9 Domestic Accounts - Those accounts under which wastewater is being discharged that does not exceed the quality parameters outlined in Section 7.3.

1.10 Facility Expansion - The expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new or existing development.

1.11 Garland Expense - Expenses incurred by Garland related to the wastewater utility, such expenses to be allocated as a System Cost if so determined in future cost-of-service studies.

1.12 Garland System or Garland's System - Garland's wastewater collection and treatment system, which is a Publically Owned Treatment Works under Section 307 of the Act. For purposes of this Contract, the Garland System includes all wastewater treatment plants of Garland as a unified system.

1.13 General Benefit Capital Facilities - Wastewater facilities that provide utility services and benefits common to all customers; this includes wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, and all major collectors and interceptors that are eighteen inches and greater in diameter.

1.14 In Writing - means a written document signed by both parties to this Contract.

1.15 Indirect Discharge - The introduction of pollutants into the Publicly Owned Treatment Works from any nondomestic source regulated under section 307(b), (c), or (d) of the Act.

1.16 Industrial User - A source of Indirect Discharge.

1.17 Industrial Wastes - All water-borne solids, liquids or gaseous substances resulting from industrial, manufacturing or food processing operations, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

1.18 Infiltration - Water that has migrated from the ground into the wastewater system.

1.19 Inflow - Water other than sewage that enters a wastewater system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration water.

1.20 Liquid Waste - The water-borne solids, liquids, and gaseous substances derived from certain sources including, but not limited to, grease traps, septic tanks, chemical toilet waste, and sand trap waste.

1.21 Metering and Sampling Facility or Metered and Sampling Facilities - The meter station and all metering and telemetry equipment required to accurately measure or sample wastewater flows of the Customer at the Point of Entry or other such locations as may be mutually agreed upon in writing.

1.22 Non-domestic Account - Those accounts under which wastewater is being discharged that exceeds the quality parameters outlined in Section 7.3.

1.23 Non-metered Area - Areas within the Customer's corporate, certificated or service area boundaries that generate wastewater that do not drain into a part of the Customer System for which wastewater flow is measured by an approved metering and sampling facility.

1.24 Point of Entry - Any points at which the Customer's wastewater enters the Garland System, by whatever means, whether metered or unmetered.

1.25 Pretreatment - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of introducing such pollutants into the Publicly Owned Treatment Works. The reduction or alteration can be obtained by physical, chemical or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

1.26 Pretreatment Requirements - Any substantive or procedural requirement related to pretreatment imposed on an industrial user, other than a pretreatment standard.

1.27 Pretreatment Standard or Standards - Pretreatment standards shall mean prohibitive discharge standards, categorical pretreatment standards, and local limits.

1.28 Process Wastewater - Any water which, during manufacturing or processing, comes into direct contact with or result from the production or use of a raw material, intermediate product, finished product, by-product, or waste product.

1.29 Publicly Owned Treatment Works (POTW) –A treatment works as defined by Section 212 of the Act (33 U.S.C. 1292), which is owned by the State or municipality. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes and any conveyances which convey wastewater to a treatment plant. The term also means the municipal entity having jurisdiction over the industrial users and responsibility for the operation and maintenance of the treatment works.

1.30 Significant Industrial User-

(A) Industrial users subject to categorical pretreatment standards; and

(B) Any other industrial user that:

(i) Discharges an average of 25,000 gpd or more of process wastewater;

(ii) Contributes a process wastestream which makes up 5 percent or more of the hydraulic or organic loading of the treatment plant; or

(iii) Is designated as significant by ~~the~~ Garland on the basis that the industrial user has a reasonable potential for adversely affecting the Publicly Owned Treatment Works' operation or for violating any pretreatment standard or requirement.

1.31 Standard Methods - Those testing or analysis procedures as prescribed in the then current edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association or the U.S. Environmental Protection Agency Manual of Methodologies for the Examination of Water and Wastewaters, or as will otherwise comply with procedures specified in state and federal discharge permits held by Garland.

1.32 Strength - The concentration of dissolved and suspended matter in sewage, as indicated by biochemical oxygen demand or suspended solids.

1.33 System Cost - Operating expenses and capital related costs incurred by Garland pursuant to the provision of wastewater collection and treatment service to the wholesale class of sewer customers. Such costs are to be collected by Garland as a component of the annual cost of providing wholesale wastewater service.

1.34 Suspended Solids – The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

1.35 Unauthorized Discharge – Any discharge of wastewater into or adjacent to waters in the state at any location not permitted.

1.36 Wastewater - Liquid and water-carried industrial wastes, and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the Publicly Owned Treatment Works.

2. Connection to the Garland System

2.1 Garland hereby grants to Customer, upon compliance with the terms and conditions contained herein, permission to connect Customer's System to the Garland System for the term of this Contract provided that Customer is not in material breach of any provision of this Contract.

2.2 Garland agrees to accept all conforming wastewater as provided in Chapter 22 of the City of Garland Code of Ordinances, delivered by Customer in accordance with

this Contract at the Point(s) of Entry designated on Exhibit "A", attached hereto and incorporated herein, and at such additional points as may later be mutually agreed upon by the parties In Writing. Customer agrees to deliver all of its wastewater flows from the area depicted in the Basin Map, attached as Exhibit "B", to Garland unless otherwise approved in writing by Garland.

2.3 The cost of all delivery facilities necessary to convey wastewater to Approved Connection Points, whether shown on Exhibit "A" or mutually agreed upon at a later date by the parties, together with the cost of connection of the Customer System to the Garland System, shall be borne by Customer. In the event Garland requests Customer to increase the size of any such delivery facility, the difference in the cost of the delivery facilities that would be necessary to convey wastewater to the designated Points of Entry, and the cost of the delivery facilities as requested by Garland, shall be at Garland's expense and may be allocated as a System Cost if so determined in future cost-of-service studies.

2.4 Unless mutually agreed to in writing by Garland and Customer, Customer shall be responsible for the design, contracting, construction, and financing of Delivery Facilities including the cost and acquisition of any necessary rights-of-way and easements to and from such facilities. All designs, materials, and specifications shall, at a minimum, conform to Garland's requirements. Plans and specifications for any Delivery Facility which actually connects to the Garland System shall be submitted to the Director for written approval. Such approval shall not be unreasonably withheld. No construction shall begin until such approval has been given. Customer agrees that Garland has the right to make periodic inspections during the construction phase of the Delivery Facilities. Final acceptance of such facility is subject to the inspection and written approval of the Director.

2.5 After the date of this Contract, Customer agrees not to provide service to any new single user or new development whose need for wastewater service would exceed 100,000 gallons per day without written notice and approval of the Director, which approval will not be unreasonably withheld.

3. Maintenance of Customer System

3.1 Customer agrees to maintain Customer's System in good condition and to make repairs in a timely manner. Garland shall not have any responsibility or liability for the operation of the Customer's System, it being Customer's sole responsibility to provide adequate facilities to deliver its wastewater to the Garland System.

4. Metering and Sampling Facilities

4.1 On the effective date of this Contract, Customer shall transfer ownership of all Metering and Sampling Facilities to Garland at no cost and Garland shall have the exclusive right to enter, use, operate, and maintain Metering and Sampling Facilities and Garland shall become solely responsible for the operational and maintenance responsibilities associated with these facilities. Should additional Points of Entry be added by Customer thereafter to deliver Customer's wastewater to the Garland System, Customer shall construct Metering and Sampling Facilities for each such Point of Entry that are designed and engineered in a manner satisfactory to Garland, and shall transfer ownership of such newly constructed facilities at no cost to Garland, together with all necessary access easements and rights-of-way to Garland in a form satisfactory to Garland, together with the authority to operate and maintain the facilities as specified in Section 4.1. Customer will always provide Garland a route of ingress and egress to Metering and Sampling Facilities, which shall be accessible to Garland without notice. Garland shall have the discretion to construct improvements, expansions, and replacements to these facilities as a System Cost and at the timing of Garland's needs, provided, however, that Garland shall permit Customer to review proposed construction, expansion, and replacement plans. Customer will grant and provide to Garland such permits or easements as are necessary for the continuous operation and maintenance of all metering and sampling facilities. All such costs incurred by Garland for operation, maintenance, construction, expansion, and replacement of Metering and Sampling Facilities shall be considered System Costs.

4.2 Unless otherwise agreed to by both parties in writing, Garland shall have the option to construct Customer Metering and Sampling Facilities not currently in existence. All construction costs, including, but not limited to, site acquisition and preparation, design and engineering, construction and equipment for such facilities, together with the costs of necessary easements and rights-of-way, shall be System Costs, including any and all necessary modifications to accommodate a complete initial installation satisfactory to Garland. If Customer constructs new Metering and Sampling Facilities, Customer shall transfer ownership of the newly constructed facilities at no cost to Garland, together with all necessary access easements and rights-of-way to Garland in a form satisfactory to Garland, together with the authority to operate and maintain the facilities as specified in Section 4.1. Thereafter, Garland shall operate and maintain the facilities as a System Cost.

4.3 Expenses incurred by Garland for the operation and maintenance of Metering and Sampling Facilities shall be System Costs and shall include, without limitation, the following:

(A) Cost of electricity and batteries at the facility;

(B) Cost of the initial installation of the telemetry service at the facility and to the control center and cost of monthly lease charge for connectivity;

(C) Cost of calibration and field measured Velocity Profiles;

(D) Cost of parts, materials and supplies required for repairs, calibrations and upgrading of the facilities;

(E) Labor cost plus fringe benefits and indirect costs for repairs, calibrations and upgrading of the facilities; and,

(F) Maintenance costs of ingress and egress and meter facility site.

(G) Administrative costs, including but not limited to record and book keeping, cost of service studies and costs associated with ratemaking.

4.4 Replacement of facilities described in this section or equipment therein occasioned as a result of obsolescence due to age, excessive maintenance, growth or other reasons as determined by the Director shall be a System Cost. Any replacement facility or equipment therein shall comply with Garland's standards and specifications.

5. Rights-of-Way

5.1 Customer shall grant, without charge to Garland, such easements and rights-of-way along public highways or other property owned by Customer, to the extent lawful and as reasonably necessary, to construct or maintain mains or facilities within the corporate limits of Customer to provide wastewater collection to Customer and to other areas; provided, however, that nothing herein shall impose upon Customer an obligation to acquire title or easement rights with regard to any property. Whenever by reason of reconstruction, widening or straightening or streets, replacement of water or sewer lines, traffic signals, traffic signs and markings or any other public works project it shall be deemed necessary by Customer to remove, alter change, adapt, or conform the underground or overhead facilities of Garland located in rights-of-way or other property owned by Customer, such alterations shall be made by Garland at Garland's expense within thirty days from the issuance of written notice to Garland to make the alterations unless a different schedule has been approved by Customer. Garland shall grant, without charge to Customer, such easements and rights-of-way along with public highways or other property owned by Garland, as to the extent lawful and as reasonably necessary, to construct and maintain wastewater mains or facilities within Garland to provide wastewater collection to Customer. Whenever by reason of reconstruction, widening or straightening or streets, replacement of water or sewer lines, traffic signals, traffic signs and markings or

any other public works project it shall be deemed necessary by Garland to remove, alter change, adapt, or conform the underground or overhead facilities of Customer located in rights-of-way or other property owned by Garland, such alterations shall be made by Customer at Customer's expense within thirty days from the issuance of written notice to Customer to make the alterations unless a different schedule has been approved by Garland. All work done by or on behalf of Garland under this paragraph will be performed in accordance with specifications equal to those applying to work of a similar nature performed within Garland, but neither party hereto will be required to restore the other's property to a condition exceeding its original condition, unless otherwise mutually agreed in writing. Garland and Customer agree to coordinate the location of the mains and facilities in the other's easements and rights-of-way in order to prevent conflicts insofar as reasonably practicable.

6. Metering and Sampling

6.1 All flow discharged into the Garland System by Customer shall be metered, except as provided in below Section 6.2. Should both parties agree in writing that metering is not possible in one or more areas on the Basin Map, the agreed upon method for determining the discharge volume for such area(s) shall be deemed to include an adjustment for infiltration and inflow.

6.2 If, in the judgment of the Director, the wastewater generated within one or more areas of the Basin Map applicable to Customer cannot be accurately measured by an approved metering station, then the charge for sanitary sewer service within that drainage area will be based on 80% of the metered water usage. Garland shall have the right to audit Customer's water usage records and Customer shall produce them to the Garland within ten business days of Garland's written request. Customer shall have access to the metering and sampling facilities at all reasonable times; provided, however, that any reading, calibration or adjustment to such metering equipment shall be done by employees or agents of Garland. Garland shall notify the Customer at least 72 hours in advance of the date and time for any reading, calibration or adjustment, and Customer may be present and observe, if so desired.

6.3 All readings of meters will be entered into data collection systems maintained by Garland. Customer shall have access to such records during reasonable business hours and shall be furnished with monthly totalizer readings for each Point of Entry Metering and Sampling Facility.

6.4 Garland shall calibrate and service the meters no less than once each six months (that is once every 180 days). Copies of the results of the six month calibration, velocity profiles, and all related information shall be provided to Customer on request.

6.5 After a calibration is completed, if it is determined that a meter is under-metering or over-metering wastewater flow by more than 5%, the registration of the flow as determined by the meter shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the date of the last calibration, but in no event further back than a period of twelve months.

6.6 If any meter used to determine volume from Customer is out of service or out of repair so that the amount of wastewater metered cannot be ascertained or computed from the reading thereof, the wastewater delivered through the period such meter is out of service or out of repair shall be the average use of the last twelve months plus three percent, divided by three-hundred and sixty-five, and the result multiplied by the number of days the meter is out of service or out of repair.

6.7 Garland shall periodically determine the quality of the wastewater at the Metering and Sampling Facilities or other agreed upon sampling points for the purposes of billing for the Strength of the wastewater. The sampling and testing shall occur on a random basis once per month. To determine the quality of the wastewater, Garland shall collect 24 hour time-weighted or flow-weighted composites for a period of not less than one 24 hour periods per month for a total of twelve, 24 hour sampling period~~s~~ per year. If, at the request of Customer or at the request of the Director, more extensive monitoring is desired, such additional monitoring shall be paid for by the party making the request and shall be done in compliance with this Section. If Customer requests such additional monitoring, Garland shall invoice Customer and payment shall be made within thirty days after receipt of invoice. Garland shall analyze the samples collected in accordance with standard methods and will provide analysis reports to the Customer, if requested.

6.8 If in the opinion of the Director, compliance monitoring is required, the Director may order that additional monitoring be performed with or without prior notice to Customer. Compliance monitoring is to be in addition to the periodic sampling set forth in Section 6.7. All information obtained as a result of such compliance monitoring shall be provided to the Customer upon request. Garland will provide notice of such compliance monitoring to Customer within a reasonable time thereafter.

6.9 Costs incurred by Garland under this section will be considered to be a System Cost.

7. Rates and Charges

7.1 Wholesale wastewater rates established hereunder will be determined based upon cost-of-service rate study analysis using the methodologies and principals generally accepted within the industry and detailed further herein, as applicable. The cost of such analysis will be considered a System Cost.

7.2 The parties agree that the methodologies and principals used to conduct a cost-of-service rate study shall be generally accepted within the industry as promulgated by the Water Environment Federation within the WEF Manual of Practice No. 27, Financing and Charges for Wastewater Systems, as revised. Notwithstanding the forgoing, the following methodologies and principals are agreed to between the parties until agreed otherwise in writing:

(A) The cost of service for the wholesale class shall include allocated reasonable and necessary operation and maintenance expenses based on the then adopted and approved budget for the wastewater utility, budgeted debt service including principal and interest payments, capital outlay and budgeted funds necessary to comply with Garland's established financial policies such as, but not limited to, operating cash reserves, externally required or internally adopted debt coverage requirements, repair and replacement reserves, and any other reserve requirements that may be necessary to maintain the financial stability of the City of Garland's wastewater system.

(B) To determine the allocation and distribution of costs to the wholesale customer class, the analysis shall consider at least the following factors: total volume, rate of flow, wastewater quality, metering, and customer-related costs such as accounting, billing, and monitoring.

(C) Capital-related costs will consist of budgeted cash capital outlays as well as budgeted debt service payments including principal and interest and debt service coverage as may be required.

7.3 The initial rates for this contract shall be those adopted by the Garland City Council on _____, 20__, with an effective date of October 1, 20__, and are referenced herein as Exhibit "C". Any challenge to a rate established by the Garland City Council must be brought within ninety days of its adoption.

An additional charge will be made for excess Strength discharges at any Point of Entry. A surcharge for each mg/l of BOD in excess of 250 mg/l and for each mg/l of TSS in excess of 250 mg/l shall be assessed. Excess Strength determination will be based on monthly sampling.

Customer agrees that the Garland City Council has the right to revise, by ordinance, the allowable discharge Strengths, consistent with applicable regulations. At the effective date of this Contract, the allowable discharge Strength is 250 mg/l for BOD and 250 mg/l for TSS.

Surcharge - Customer shall pay a surcharge to Garland for concentrations of BOD exceeding 250 mg/l and TSS exceeding 250 mg/l at the rate provided in Article II "Utility Rates and Fees," Chapter 50 of the Code of Ordinances of the City of Garland, subject to increase or decrease without formal amendment of this Contract as the surcharge is amended by ordinance from time to time. The excess charge will be calculated each month. It will be based on the rate of excess discharge for that month. The surcharge will be assessed the entire month for each portion of the month that discharges from Customer exceed applicable limits.

7.4 Bills for wastewater treatment and disposal service shall be submitted to Customers on a monthly basis. Amounts billed shall be due and payable not more than thirty days from the billing date. The bills will show current charges, as well as past-due charges, if any. Current charges shall be the amount due for wastewater collection, treatment and disposal service provided since the prior billing period. Past-due charges shall be the total amount unpaid from all prior billings as of the current billing date. Payments received by Garland shall first be applied to the past-due charges, if any, and thereafter to the current charges. Any challenge to a billing must be brought within 60 days of the billing date.

7.5 If Customer disputes a bill, it shall nevertheless continue to promptly make the disputed payment or payments. Dispute of a bill is not grounds for non-payment. In the event a payment is not paid as specified in this Contract, a finance charge of the lower of eighteen percent or the maximum rate allowed by law, per annum, will be calculated from the date which the payment was required to be made. In the event the amount finally determined to be due is less than the full amount of the disputed bill, then the amount found to be in excess of the amount due will be credited to the Customer's account together with an interest charge of the lower of eighteen percent or the maximum allow by law, per annum, calculated from the date payment of the disputed bill was received.

In accordance with the provisions of Subchapter I, Chapter 271, Tex. Local Gov't. Code, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Contract, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after

receipt of the notice of dispute; (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute; and (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

7.6 The parties hereto agree that services obtained pursuant to this Contract are essential and necessary to the operation of Customer's waterworks and wastewater facilities and that all payments made by each Customer hereunder shall constitute reasonable and necessary operating expenses of Customer's waterworks and wastewater systems, and the provisions of any and all ordinances of Customer authorizing the issuance of any revenue bond issues of Customer which are payable from its waterworks and wastewater systems.

7.7 Customer agrees, throughout the term of this Contract, to fix and collect such rates and charges for wastewater service to be supplied as will produce revenues in an amount equal to at least (i) all of operation and maintenance expenses of such system, including specifically its payments under this Contract; and (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

7.8 The parties agree that the rates established in accordance with this Contract are reasonable and in the public interest.

7.9 Security Fund. Upon the occurrence of Customer's first failure to pay any amount billed for service under this Contract, which amount remains unpaid for more than sixty days after its due date, Customer agrees to establish a security fund in the amount of one month's average billings from which Garland may withdraw funds to secure payment of the billing. Customer shall thereafter immediately restore the account to the required amount and maintain the full balance required in the fund for the remainder of the term of the Contract, notwithstanding Garland's withdrawals to satisfy billings remaining unpaid for more than sixty days after the due date.

The security fund shall be deposited with the City Manager in cash, in the form of an unconditional letter of credit or performance/surety bond, or other instrument in a form acceptable by the City Manager and the City Attorney. The letter of credit, bond, or other instrument shall in no event require the consent of Customer prior to the collection by Garland of any amounts covered by the letter of credit, bond, or other instrument.

Customer shall be entitled to all interest actually earned by Garland on any cash portion of the security fund; such interest to be paid to the Customer by Garland on an annual basis.

8. Industrial Connection and Monitoring

8.1 Customer agrees that it will, at the time of execution of this Contract, identify and locate all possible Significant Industrial Users which might be subject to Garland's Industrial Pretreatment Program. Any compilation, index or inventory of Significant Industrial Users shall be made available to the United States Environmental Protection Agency, Texas Commission on Environmental Quality and/or its predecessor agencies, and the City of Garland upon request.

8.2 Customer agrees that it will not permit any Significant Industrial User within its jurisdiction to connect directly or indirectly either to its system or to the Garland System without at least thirty days' prior written notification to the Director of such intent to connect. Such notification shall provide the Director with information pertaining to volume and composition of flow, and further information as may be requested by the Director.

8.3 Customer agrees to conduct any and all monitoring, sampling and inspection of Customer System and industrial users as necessary to insure that industrial waste introduced into the Customer System meets the quality standards set out in Section 9.2 hereof. Upon request to Customer, a representative of Garland will be permitted to observe Customer's collection of samples from industrial users. Customer agrees to furnish Garland separate duplicate samples for independent testing, and shall provide the Director sample analysis results and pretreatment records within fifteen days of receipt of laboratory reports from the Industrial User.

8.4 Customer agrees that Garland shall have the right to sample wastewater at all Points of Entry and such other locations as may be mutually agreed to in writing by both parties for the purpose of determining the volume and quality of wastewater entering the Garland System. Customer agrees to disconnect from its system any industrial user found to be in violation of allowable discharges or who refuses access to its facilities for the purpose of sampling wastewater being discharged into the Customer System; provided, however, that the disconnected industrial user shall be afforded the same rights, privileges of appeal and deficiency cure periods as are industrial users operating within Garland's jurisdiction.

8.5 Following notice to the Customer by Garland, Customer grants to Garland the right to enter Customer's jurisdiction if Garland determines that questionable discharges

or prohibited discharges are entering the Garland System from the Customer System. Customer agrees to assist Garland in locating and eliminating such prohibited discharges.

9. Wastewater Quality

9.1 Customer agrees that on or before one-hundred twenty days from date of execution of this Contract it shall enact and cause to be enforced an ordinance enabling Customer to enforce within its jurisdiction regulations governing industrial waste that are at least as stringent as the provisions of the current Garland's Code of Ordinances; Chapter 22, and any necessary and reasonable amendments thereto, and state and applicable federal regulations relating to 1) discharged substances; 2) prohibited discharges; 3) pretreatment requirements; 4) industrial discharge permitting system; and 5) industrial self-monitoring reports. Customer agrees to enact and enforce ordinances or any amendments to Garland Ordinance No. 6417, or any future ordinances relating to industrial discharges, prohibited or controlled wastes or pretreatment requirements and such amendments and future ordinances shall become incorporated as additional exhibits to this Contract; provided, however, Garland shall provide Customer with a copy of such proposed ordinances or amendments at least sixty days, if possible, prior to the presentation of such ordinances or amendments to the Garland City Council during which time Customer shall have an opportunity to review same. Customer shall adopt and enforce such proposed ordinances or amendments no later than the effective date of the Garland ordinance or amendment.

9.2 Customer agrees that the quality of the wastewater discharged into the Customer System shall be equal to or better than the quality standards established by Garland's Code of Ordinances, Chapter 22, or any amendment adopted pursuant to Section 9.1 or applicable state or federal law or regulation. Customer shall be responsible to Garland if it causes the Garland System to be in noncompliance with any federal, state or local statutes, rules, regulations or permit requirements.

9.3 Customer shall require all Significant Industrial Users within its jurisdiction that ultimately discharge into the Garland System to apply for and obtain a permit from Customer allowing such discharge. Such permit shall require industrial users to abate prohibited substances from their discharge as a condition to discharging wastewater into the Customer System. The permit application shall contain, as a minimum, the following:

(A) Name and Address of Discharger and/or Agent for Discharger;

(B) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the Public Owned Treatment Works;

(C) Number and type of employees, hours of operation, hours of discharge and proposed or actual hours of operation of the industrial user;

(D) Each product produced by type, amount, process or processes, and rate of production;

(E) A map of the property showing accurately all sewers and drains;

(F) The site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drainages, and appurtenances by size, location, and elevation, and all points of discharge;

(G) Time and duration of all the discharges;

(H) Any other information as may be deemed necessary by the Director to evaluate the wastewater discharge permit application; and,

(I) Plans and specifications sealed by a registered professional engineer detailing all pretreatment facilities and processes including any grease, oil, or sand interceptors and control manholes.

Customer shall provide Garland a copy of such application and permit, if issued, within fifteen days after issuance.

10. Infiltration and Inflow

10.1 Customer agrees that it has an obligation to prevent infiltration and inflow into its System from entering the Garland System. Customer further agrees that all sewer connections within its jurisdiction which ultimately enter into the Garland System will be constructed in accordance with specifications and standards at least equal to those of the City of Garland technical specifications and construction standards. Further, Customer covenants and agrees to maintain strict supervision and maintenance of its System to prevent connections through which surface drainage can enter Customer's System, in order to prevent such drainage from ultimately being deposited into the Garland System. Customer shall not make, nor shall it permit to be made, any connection which will contribute storm water run-off from rainwater spouts, rainwater areas, streets, gutter drain or other source into its sanitary sewer system.

11. Sludge Disposal

11.1 Customer recognizes the importance of processing and disposing of sludge in a timely and proper manner. Customer will cooperate with Garland in any environmentally sound sludge processing and disposal program meeting federal and state standards within the area served by Customer.

12. Wastehaulers

12.1 Customer shall not introduce or permit to be introduced, and shall prohibit the introduction of, liquid waste into the Customer System by liquid waste haulers, either directly or indirectly.

13. Reports and Records

13.1 If requested by the Director or Customer, the other party shall provide the following data on a quarterly basis:

(A) Actual number of customer accounts discharging directly or indirectly into the Garland System or Customer System within its service area;

(B) Classification of domestic and nondomestic accounts within its service area by number and percentage of accounts discharging directly or indirectly into the Garland System or Customer System within its service area; and,

(C) Additional data which may assist Garland or Customer in developing methodology for cost-of-service studies, planning studies for analyzing federal grants, and system access fees; provided, however, that neither party shall request data that will require either party to incur unreasonable expenses in providing such data or require the production of confidential information.

14. Notices

Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing to:

City of Garland: Managing Director of Water and Wastewater Utilities
City of Garland
200 N. Fifth Street
Garland, Texas 75040

Customer: Town Manager
Town of Sunnyvale
127 North Collins Road
Sunnyvale, Texas 75182

The parties hereto shall indicate in writing any change that may occur in such respective addresses from time to time.

15. Inspection and Audit

Complete records and accounts shall be maintained by each party hereto for a minimum period of five years. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect records and accounts during normal business hours; and further, if required by any law, rule or regulation, make the records and accounts available to federal and state auditors.

16. Consent

Whenever, under the terms of this agreement, Garland is permitted to give its written consent or approval, Garland, in its discretion, may give or may refuse such written consent or approval and, if given, may restrict, limit or condition such consent or approval in any manner it shall deem advisable; however, consent will not be unreasonably withheld.

17. Waiver, Remedy, Severability

17.1 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

17.2 In addition to any other remedy as may be provided by law, this agreement shall be specifically enforceable by the parties hereto. Venue for any action shall be in Dallas County, Texas.

17.3 It is agreed that, in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision shall in no way affect any other term or provision contained herein; further, this Contract shall then continue as if such invalid term or provision had not been contained herein.

18. Ownership and Liability

18.1 No provision of this Contract shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and Customer payments (whether past, present, or future) will not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the Garland System.

18.2 Liability for damages arising out of the transportation, delivery, reception, treatment, and disposal of all wastewater discharged into the Garland System shall remain with the Customer, together with title and ownership thereto, until such wastewater passes through the Point of Entry to the Garland System, at which time title, ownership and liability for such damage shall pass to Garland, save and except that title to any prohibited discharge and any liability therefore shall not pass to Garland unless such prohibited discharge originated in the Garland System. Any effluent produced by and discharged by Garland from any treatment plants owned and/or operated by Garland shall be owned by Garland, regardless of originating source of wastewater. **Further, to the extent allowed by law, the parties hereto agree to indemnify, save and hold the other party harmless from any and all claims, demands, causes of action, damages, losses, costs, fines and expenses, including reasonable attorney's fees, that may be asserted by anyone at any time on account of the transportation, delivery, reception, treatment and/or disposal while title to the wastewater is in such party. If such liability for damages is not attributable to a specific customer or Garland, such liability shall become a Garland System Cost.**

18.3 Contracts made and entered into by either Customer or Garland for the construction, reconstruction or repair of any delivery facility shall include the requirements that the independent contractor(s) must provide adequate insurance protecting both the Customer and Garland as insured. Such contract must also provide that the independent contractor(s) covenant to indemnify, hold harmless and defend both the Customer and Garland against any and all suits or claims for damages of any nature arising out of the performance of such contract.

19. Compliance with Permit Conditions

Customer acknowledges that Garland is the holder of discharge permits issued by the United States and the State of Texas. Customer agrees that it will comply with all such permit conditions in any way relating to the collection system and the discharge into the collection system. **Customer agrees that in the event a fine is assessed against Garland for any violation of any permit condition, and the violation is attributable to any act of omission or commission by Customer, to indemnify Garland and pay to Garland the amount of such fine.** If such fine is not attributable to a specific customer,

such fine shall be considered a System Cost and allocable to the customer in accordance with the provisions of this Contract.

20. Term of Contract

The term of this Contract shall be twenty years from the Effective Date.

21. Force Majeure

21.1 No party hereto shall be considered to be in default in the performance of any of the obligations hereunder (other than obligations of either party to pay costs and expenses) if such failure of performance shall be due to circumstances beyond the reasonable control of the parties, including but not limited to, the failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute and action or non-action by a failure to obtain the necessary authorizations and approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage, or restraint by a court order or public authority, which by the exercise of due diligence and foresight such party could not have reasonably been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Either party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

21.2 In the event the proper operation of the Garland System, as a result of the above, requires Garland to temporarily interrupt all or part of the services to Customer, no claims for damage shall be made by Customer against Garland.

22. Termination

22.1 This Contract may be terminated in whole or in part by the mutual consent of Customer and Garland. Notwithstanding anything contained herein to the contrary, any material breach by either party hereto to perform any of the duties or the obligations assumed by such party hereunder or to faithfully keep and perform any of the terms, conditions and provisions hereof shall be cause for termination of this Contract by Garland in the manner set forth in this paragraph. Garland shall deliver to Customer ninety days prior written notice of its intention to so terminate this Contract if Customer fails to cure or adjust such material breach, including in such notice a reasonable description of the breach. If within said ninety days Customer shall fail or refuse to cure such default to the satisfaction of Garland, then and in such event, Garland shall have the right with six months advance written additional notice to Customer and without any liability whatsoever on the part of Garland to declare this Contract terminated. In the event of termination of this Contract, all rights, powers, and privileges of Customer hereunder shall cease and terminate

and Customer shall make no claim of any kind whatsoever against Garland, its agents or representatives, by reason of such termination or any act incident thereto, provided Garland acted reasonably and such termination was not unreasonable, arbitrary and capricious. Garland shall advise Customer in writing immediately upon acceptance of the cure of any default. The following breach, default or failure to perform a duty or obligation shall be considered to be a material breach:

(A) Failure to adopt and enforce any ordinance required to be adopted and enforced herein;

(B) Failure to make any payment of any bill, charge or fee as provided for in this Contract;

(C) Making any connection to the Garland System at any point except as provided in Section 2.2 hereof;

(D) Failure to provide Garland ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility;

(E) Failure to provide Garland rights-of-way as required herein;

(F) Failure to permit any sampling of wastewater as provided for herein;

(G) Failure to disconnect industrial users of Customer pursuant to Section ~~9~~8.4 hereof;

(H) Failure to abide by Significant Industrial User requirements as outlined in Section 8 hereof;

(I) Failure to maintain the quality of discharge as required in Section 9 hereof;

(J) Failure of Customer to comply with Section 19.1 hereof.

22.2 In the event of any breach, default or failure to perform duties under this Contract, Garland shall deliver to Customer sixty days advance written notice of such default. If Customer fails to cure such breach, default or failure, then Garland shall give Customer written notice of such failure to cure and may surcharge Customer, retroactively to the initial date of notice issuance, Five-Hundred Dollars per day until such time as Customer cures the noticed breach or failure or until such time as a judgment is entered into against the Customer.

22.3 Any failure by Garland to so terminate this Contract or the acceptance by Garland of any benefits under this Contract for any period of time after such material breach, default or failure by Customer shall not be determined to be a waiver by Garland of any rights to terminate this Contract for any subsequent material breach, default or failure.

22.4 Any failure by Customer to so terminate this Contract or the acceptance by Customer of any benefits under this Contract for any period of time after such breach, default or failure by Garland shall not be determined to be a waiver by Customer of any rights to terminate this Contract for any subsequent material breach, default or failure.

23. Effective Date

This Contract, together with all terms and conditions and covenants, shall be effective on the date indicated above.

24. Miscellaneous

24.1 This Contract terminates and supersedes that certain Wastewater Treatment Contract between The Town of Sunnyvale and the City of Garland dated June 4, 1991 under which Garland provided wastewater treatment services to Customer.

24.2 This Contract is subject to all applicable federal and state laws and any applicable permits, ordinances, or amendments adopted pursuant to Section 9.1 rules, orders and regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

24.3 The Customer agrees to abide by any changes in this Contract made necessary by any amendment or revision to state or federal regulations.

24.4 Any duly authorized employee of Garland bearing proper credentials and identification may notify Customer of the need for access to any non-permitted premises located within Customer's city limits or served by Customer for the purpose of inspections and observation, measurement, sampling, testing and auditing, in accordance with the provisions of this Contract, and Customer shall permit such access. Customer may elect to accompany the Garland representative. To the extent permitted by law, Garland agrees to indemnify Customer for any damage or injury to person or property caused by the negligence of such duly authorized employee while such employee is in the course and scope of his employment.

24.5 In each instance herein where reference is made to a federal or state regulation or ordinance, it is the intention of the parties that, at any given time, the current federal or state regulation or ordinance shall apply. If a publication or reference work referred to herein is discontinued or ceases to be the generally accepted work in its field, or if conditions change, or new methods or processes are implemented by Garland, new standards shall be adopted which are in compliance with state and federal laws and any valid rules and regulations pursuant thereto.

24.6 Garland must comply with all federal, state and local government requirements to obtain grants and assistance for system design, system construction and studies. Customer agrees to assist Garland in compliance by setting adequate rates, establishing proper user charges and complying with governmental requirements.

24.7 Section headings in this Contract are for convenience only and do not purport to accurately or completely describe the contents of any section. Such headings are not to be construed as a part of this Contract or any way defining, limiting or amplifying the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective officers thereunto duly authorized.

ATTEST:

By: _____
City Secretary

Date: _____

CITY OF GARLAND

By: _____
City Manager

Date: _____

ATTEST:

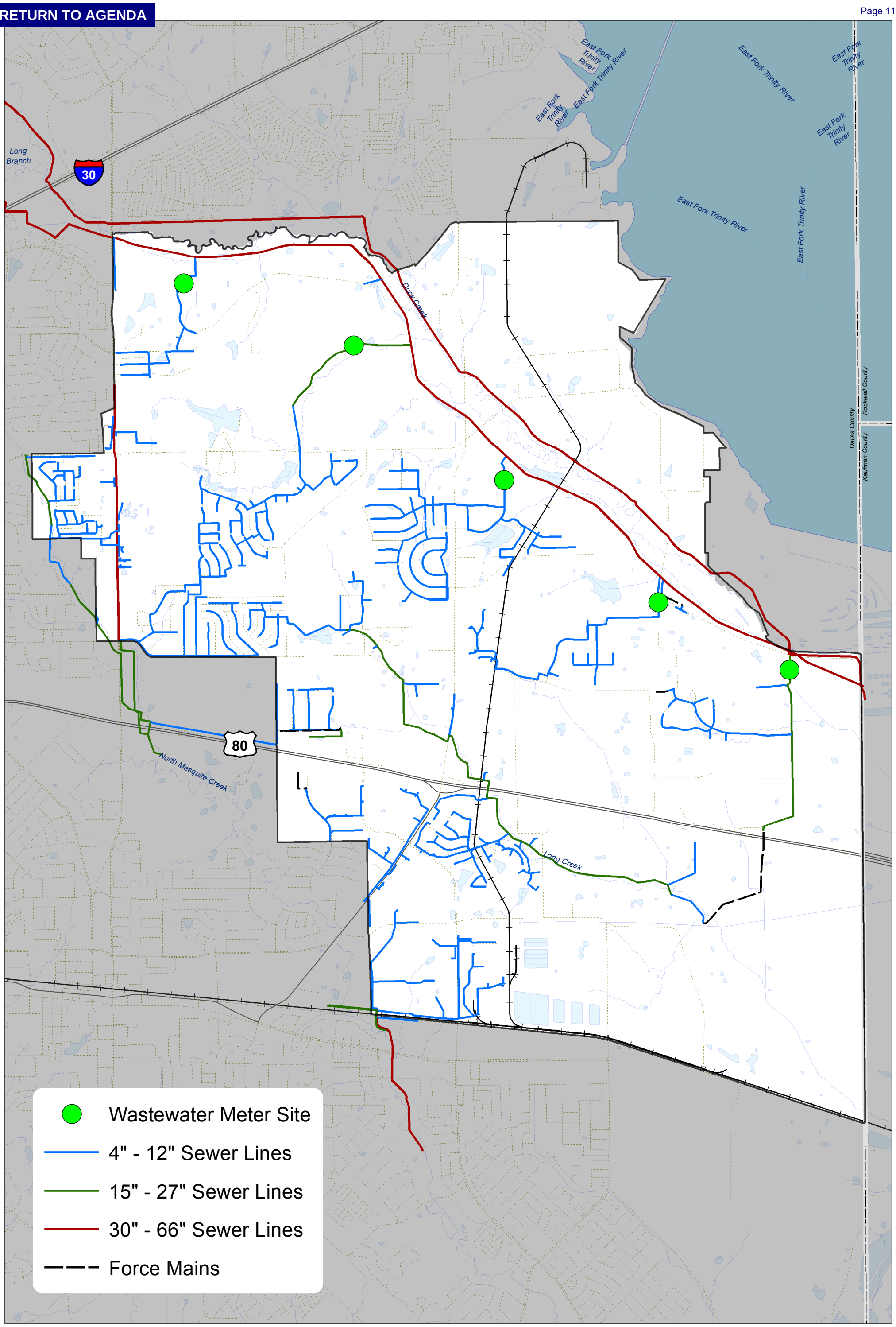
By: _____
Town Secretary

Date: _____

CUSTOMER

By: _____
Town Manager

Date: _____



TOWN OF SUNNYVALE

N

0 0.25 0.5 1 Miles

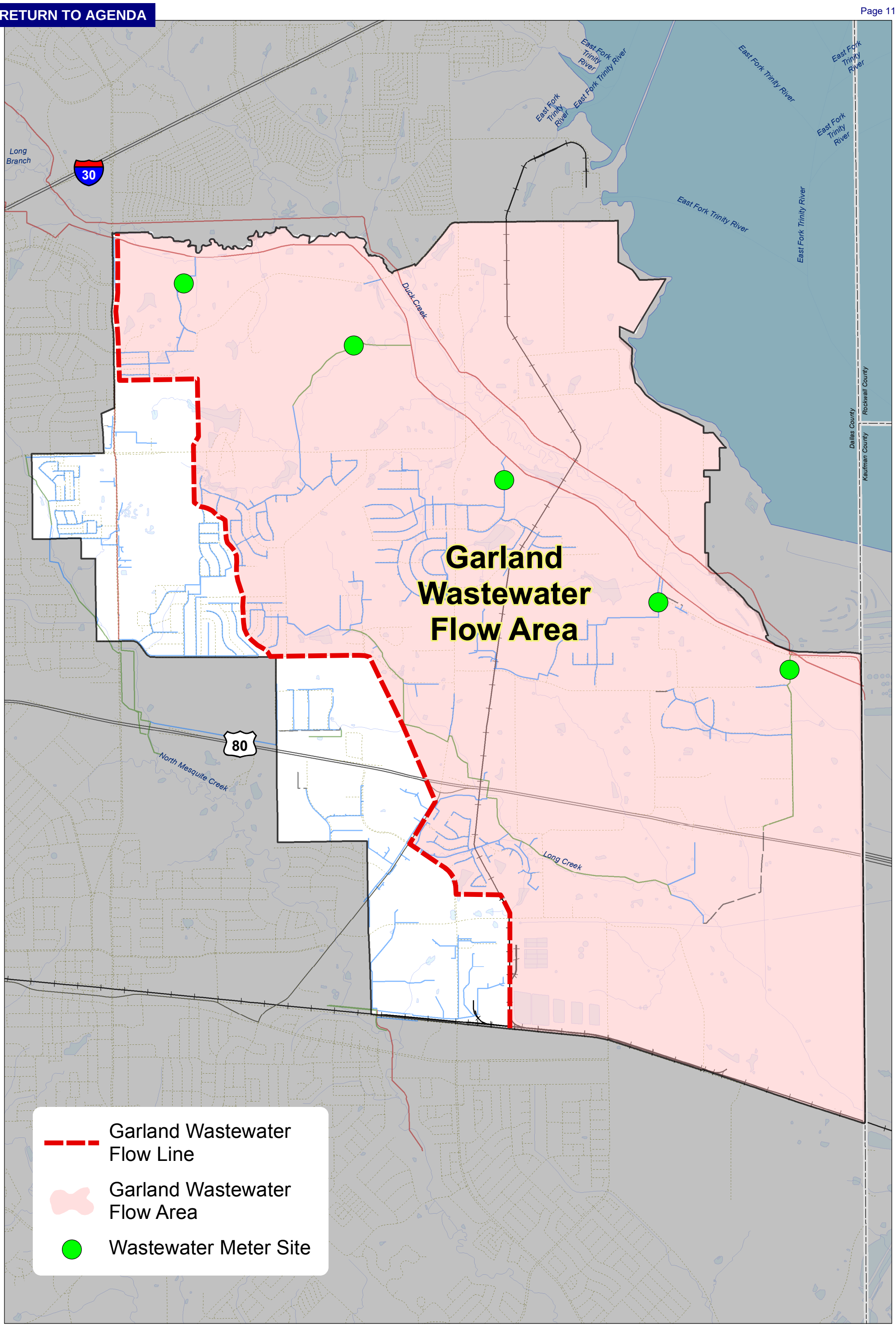
Exhibit A

5 Metered Points of Entry into the City of Garland System

Town of Sunnyvale, Texas

FREESE AND NICHOLS
Celebrating 120 Years of Service

2711 North Haskell Avenue
Suite #3300
Dallas, Texas 75204
(214) 217-2377



TOWN OF SUNNYVALE

N

0 0.25 0.5 1 Miles

Exhibit B
City of Garland
Wastewater Flow Area

Town of Sunnyvale, Texas

FREESE AND NICHOLS
Celebrating 120 YEARS of Service

2711 North Haskell Avenue
Suite #3300
Dallas, Texas 75204
(214) 217-2377

Town of Sunnyvale

Prepared By: Leslie Black

Summary:

DISCUSS AND PROVIDE STAFF DIRECTION ON BOARD/COMMISSION APPLICATION PROCESS.

Background:

Each year, the Town Council must fill or reappoint positions to the Town's Boards/Commissions. Staff is seeking direction as to how the Council would prefer to move forward with the appointment process.

In 2013, Staff posted the application on the Town website, and the Council chose to interview everyone seeking reappointment or a new appointment to a board or commission. In 2014 and 2015, Staff posted the application on the Town website, and the Council chose to interview only new applicants for the Town's Boards and Commissions.

Analysis:

The following pages are highlighted to show the positions that are up for appointment. Staff will check with Board/Commission members to receive an indication if the member is willing to serve another term.

Fiscal Impact:

None.

Staff Recommendation:

Staff recommends placing Board/Commission information on the Town Website to solicit applications and interviewing new applicants.

TOWN OF SUNNYVALE
BOARD OF ADJUSTMENTS

TITLE	MEMBER	ORIG. APPT.	TERM EXP.	TERM LIMIT	SERVE AGAIN
CHAIRPERSON	RICKEY HOFFMAN	2012	2016	2018	
MEMBER	JOHN NOSTER	2014	2016	2020	
MEMBER	JIM NEEL	2014	2016	2020	
MEMBER	JAMES GOLDER	2012	2017	2018	
MEMBER	KATHY KANE	2012	2017	2018	
ALTERNATE	DIANE TURNER	2015	2016	2021	
ALTERNATE	AUSTEN IRROBALI	2015	2017	2021	

ATTENDANCE

REGULAR MEETINGS	8-Sep	5-Oct	2-Nov	7-Dec	4-Jan	1-Feb	7-Mar	4-Apr	2-May	6-Jun	4-Jul	1-Aug
RICKEY HOFFMAN	Pres.	Pres.	Cancelled No Items	Pres.	Pres.	Cancelled No Items	Pres.	Cancelled No Items	Cancelled No Quorum			
JOHN NOSTER	Pres.	Pres.		Pres.	Pres.		Pres.					
JIM NEEL	Pres.	Pres.		Pres.	Pres.		Pres.					
JAMES GOLDER	Pres.	Pres.		Pres.	Pres.		Pres.					
KATHY KANE	Pres.	Absent		Pres.	Pres.		Pres.					
DIANE TURNER	N/A	Absent		Pres.	Absent		Absent					
AUSTEN IRROBALI	N/A	Pres.		Absent	Absent		Absent					

ATTENDANCE

SPECIAL MEETINGS												
RICKEY HOFFMAN												
JOHN NOSTER												
JIM NEEL												
JAMES GOLDER												
KATHY KANE												
DIANE TURNER												
AUSTEN IRROBALI												

PLEASE INDICATE WHICH MEMBERS WERE PRESENT AND ABSENT FOR EACH MEETING. IF A MEMBER ARRIVED AFTER THE MEETING'S SCHEDULED START TIME, PLEASE NOTE THE TIME THEY ARRIVED.

TOWN OF SUNNYVALE
PLANNING & ZONING COMMISSION

TITLE	MEMBER	ORIG. APPT.	TERM EXP.	TERM LIMIT	SERVE AGAIN
MEMBER	ANTHONY OKAFOR	2014	2016	2022	
MEMBER	KEN DEMKO	2011	2016	2019	
MEMBER	SHINEY DANIEL	2015	2017	2023	
MEMBER	JOHN PEASE	2013	2017	2021	
MEMBER	JOSH SANDLER	2015	2016	2021	
MEMBER	RAY VANEK	2015	2017	2021	
MEMBER	KING MOSS	2015	2017	2023	
ALTERNATE	SARAH MITCHELL	2015	2016		
ALTERNATE	DON KLINE	2015	2017		

ATTENDANCE

REGULAR MEETINGS	21-Sep	19-Oct	16-Nov	21-Dec	19-Jan	15-Feb	21-Mar	18-Apr	16-May	20-Jun	18-Jul
ANTHONY OKAFOR	Pres.	Pres.	Cancelled No Items	Absent	Pres.	Pres.	Pres.	Pres.			
KEN DEMKO	Pres.	Pres.		Absent	Pres.	Pres.	Pres.	Pres.			
SHINEY DANIEL	Pres.	Pres.		Absent	Pres.	Pres.	Pres.	Absent			
JOHN PEASE	Pres.	Pres.		Absent	Pres.	Pres.	Pres.	Pres.			
JOSH SANDLER	Pres.	Absent		Absent	Pres.	Pres.	Pres.	Absent			
RAY VANEK	Pres.	Pres.		Pres.	Pres.	Pres.	Pres.	Pres.			
KING MOSS	Pres.	Pres.		Pres.	Pres.	Pres.	Pres.	Pres.			
SARAH MITCHELL	Pres.	Pres.		Pres.	Absent	Pres.	Pres.	Pres.			
DON KLINE	Pres.	Pres.		Pres.	Pres.	Pres.	Pres.	Pres.			

ATTENDANCE

SPECIAL MEETINGS											
ANTHONY OKAFOR											
KEN DEMKO											
SHINEY DANIEL											
JOHN PEASE											
JOSH SANDLER											
RAY VANEK											
KING MOSS											
SARAH MITCHELL											
DON KLINE											

PLEASE INDICATE WHICH MEMBERS WERE PRESENT AND ABSENT FOR EACH MEETING. IF A MEMBER ARRIVED AFTER THE MEETING'S SCHEDULED START TIME, PLEASE NOTE THE TIME THEY ARRIVED.

10/21 - OKAFOR WAS PRESENT BEFORE THE MEETING, BUT LEFT WHEN MEETING BEGAN.

TOWN OF SUNNYVALE
4A DEVELOPMENT CORPORATION

TITLE	MEMBER	ORIG. APPT.	TERM EXP.	TERM LIMIT	SERVE AGAIN
MEMBER	TERRI SHATTER	2011	2017	2019	
MEMBER	K. PAUL CASH	2014	2016	2022	
MEMBER	HARI PILLAI	2010	2016	2018	
MEMBER	G. FRANKLIN WEEKS	2013	2017	2021	
MEMBER	T.J. TRECEK	2013	2017	2021	

ATTENDANCE

REGULAR MEETINGS	2-Sep	7-Oct	4-Nov	2-Dec	13-Jan	17-Feb	9-Mar	13-Apr				
TERRI SHATTER	Pres.	Cancelled	Pres.	Pres.	Pres.			Pres.				
K. PAUL CASH	Pres.		Pres.	Pres.	Pres.			Pres.				
HARI PILLAI	Pres.		Absent	Pres.	Pres.			Absent				
G. FRANKLIN WEEKS	Absent		Pres.	Pres.	Pres.			Pres.				
T.J. TRECEK	Pres.		Absent	Pres.	Pres.			Pres.				

ATTENDANCE

SPECIAL MEETINGS												
TERRI SHATTER												
K. PAUL CASH												
HARI PILLAI												
G. FRANKLIN WEEKS												
T.J. TRECEK												

PLEASE INDICATE WHICH MEMBERS WERE PRESENT AND ABSENT FOR EACH MEETING. IF A MEMBER ARRIVED AFTER THE MEETING'S SCHEDULED START TIME, PLEASE NOTE THE TIME THEY ARRIVED.

TOWN OF SUNNYVALE
4B DEVELOPMENT CORPORATION

TITLE	MEMBER	ORIG. APPT.	TERM EXP.	TERM LIMIT	SERVE AGAIN
MEMBER	POLLYE HUNTER	2014	2016	2022	
MEMBER	NIKI ANTHONY	2015	2017	2023	
SECRETARY	DEBI LOCKHART	2008	2016	2016	
MEMBER	MARK VAN VESSEM	2013	2017	2021	
PRESIDENT	MICHAEL GIORDANO	2011	2016	2019	
VICE-PRESIDENT	JAVIER TORRES	2012	2016	2020	
TREASURER	SARAH BRADFORD	2013	2017	2021	

ATTENDANCE												
REGULAR MEETINGS	8-Sep	13-Oct	10-Nov	8-Dec	12-Jan	9-Feb	03/	12-Apr	10-May	06/	07/	08/
POLLYE HUNTER	Pres.	Absent	Pres.	Pres.	Pres.	Absent		Pres.				
NIKI ANTHONY	Pres.	Pres.	Pres.	Pres.	Pres.	Pres.		Pres.				
DEBI LOCKHART	Absent	Pres.	Pres.	Pres.	Absent	Pres.		Pres.				
MARK VAN VESSEM	Absent	Pres.	Absent	Pres.	Pres.	Pres.		Pres.				
MICHAEL GIORDANO	Pres.	Pres.	Pres.	Pres.	Pres.	Pres.		Pres.				
JAVIER TORRES	Pres.	Pres.	Pres.	Pres.	Pres.	Pres.		Pres.				
SARAH BRADFORD	Pres.	Pres.	Pres.	Absent	Pres.	Pres.		Absent				

ATTENDANCE												
SPECIAL MEETINGS												
POLLYE HUNTER												
NIKI ANTHONY												
DEBI LOCKHART												
MARK VAN VESSEM												
MICHAEL GIORDANO												
JAVIER TORRES												
SARAH BRADFORD												

PLEASE INDICATE WHICH MEMBERS WERE PRESENT AND ABSENT FOR EACH MEETING. IF A MEMBER ARRIVED AFTER THE MEETING'S SCHEDULED START TIME, PLEASE NOTE THE TIME THEY ARRIVED.

TOWN OF SUNNYVALE
LIBRARY BOARD

TITLE	MEMBER	ORIG. APPT.	TERM EXP.	TERM LIMIT	SERVE AGAIN
CHAIRPERSON	MARGARET JACOBS		2016	NONE	No
MEMBER	CAROLYN TRAMMELL		2017	NONE	Resigned
MEMBER	ALICE CHARALES		2016	NONE	
MEMBER	RAJAN PHILIP	2011	2017	NONE	
MEMBER	RANDY FERGUSON	2008	2016	NONE	
MEMBER	ANN SMITH	2012	2016	NONE	
MEMBER	KATIE FRAZIER	2010	2017	NONE	
ALTERNATE	VACANT		2016	NONE	
ALTERNATE	MEAGAN SKIDMORE	2016	2017	NONE	

ATTENDANCE

REGULAR MEETINGS	15-Sep	20-Oct	21-Nov	12/	19-Jan	16-Feb	22-Mar	19-Apr	17-May	21-Jun	19-Jul	16-Aug
MARGARET JACOBS	Pres.	Pres.	Pres.	Cancelled	Pres.	Pres.	Pres.	Pres.	Pres.			
CAROLYN TRAMMELL	Pres.	Pres.	Pres.		Pres.	Pres.	Pres.	Pres.	Pres.			
ALICE CHARALES	Pres.	Absent	Pres.		Pres.	Absent	Pres.	Pres.	Pres.			
RAJAN PHILIP	Pres.	Absent	Pres.		Pres.	Absent	Pres.	Pres.	Pres.			
RANDY FERGUSON	Absent	Pres.	Pres.		Pres.	Pres.	Pres.	Pres.	Pres.			
ANN SMITH	Pres.	Absent	Pres.		Pres.	Pres.	Pres.	Pres.	Pres.			
KATIE FRAZIER	Pres.	Pres.	Pres.		Pres.	Pres.	Pres.	Pres.	Pres.			
VACANT	-	-	-		-	-	-	-	-	-	-	-
MEAGAN SKIDMORE	N/A	N/A	N/A		Pres.	Pres.	Absent	Absent	Absent			

ATTENDANCE

SPECIAL MEETINGS												
MARGARET JACOBS												
CAROLYN TRAMMELL												
ALICE CHARALES												
RAJAN PHILIP												
RANDY FERGUSON												
VACANT												
MEAGAN SKIDMORE												

PLEASE INDICATE WHICH MEMBERS WERE PRESENT AND ABSENT FOR EACH MEETING. IF A MEMBER ARRIVED AFTER THE MEETING'S SCHEDULED START TIME, PLEASE NOTE THE TIME THEY ARRIVED.

Town of Sunnyvale

Prepared By: Leslie Black, Town Secretary

Summary:

CONSIDER A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, PROVIDING FOR THE REPEAL OF THE EXISTING TOWN PERSONNEL POLICIES AND ADOPTING NEW TOWN PERSONNEL POLICIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Background & Analysis:

Over the past several months, staff has worked to revise the Town's personnel policies in an effort to modernize practices, address issues, and ensure policies and procedures are enforced fairly and equitably.

On May 9, 2016, the Town Council reviewed the proposed policies and suggested the following changes that are reflected in the attached policies:

Remove Veteran's Day as a holiday.
Adjust the limit to accrued compensatory time to 24 hours (in lieu of 24 hours per year).
Address employees carrying weapons

Staff Recommendation:

Town Staff recommends approval

Attachment:

- Proposed Resolution
- Proposed Policies
- Summary of substantive changes to the policy

RESOLUTION 16-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, PROVIDING FOR THE REPEAL OF THE EXISTING TOWN PERSONNEL POLICIES AND ADOPTING NEW TOWN PERSONNEL POLICIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Sunnyvale, Texas ("Town") is a Texas home rule city possessing the power of local self-government pursuant to Texas law; and

WHEREAS, the Town Council of the Town of Sunnyvale, Texas ("Town Council"), has the authority to adopt and provide for policies applicable to Town employees concerning employment and personnel matters in accordance with Texas and federal law; and

WHEREAS, the Town Council reviewed and considered the adoption of updated Personnel Policies to be applicable to Town employees and Town operations; and

WHEREAS, the Town Council has determined that the existing Personnel Policies should be repealed, and that updated Personnel Policies, attached to this Resolution as Exhibit A, should be adopted;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Sunnyvale, Texas as follows:

Section 1: Repeal of Existing Policies
The Town's existing Personnel Policies are hereby repealed and abolished in their entirety.

Section 2: Adoption
The Town's Personnel Policies attached to this Resolution as Exhibit A, are hereby adopted in their entirety as if repeated herein verbatim.

Section 3: Severability
It is hereby declared to be the intention of the Town Council that the parts, sections, subsections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and should any part, section, subsection, paragraph, sentence, clause or phrase contained in this Ordinance be held to be unconstitutional or of no force and effect by the valid judgment or decree of any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution, but in all respects said remaining portions shall be and remain in full force and effect since the same would have been enacted by the Town Council without the incorporation into this Resolution of any such unconstitutional or invalid part, section, subsection, paragraph, sentence, clause or phrase.

Section 4: Repeal
Any provision of any prior ordinance, resolution, or authorization of the Town of Sunnyvale, Texas, which is in conflict with any provision of this Resolution is hereby repealed to the extent of the conflict, but all other provisions of the ordinances, resolutions or authorizations of the Town of Sunnyvale, Texas, which are not in conflict with the provisions of this Resolution shall remain in full force and effect.

Section 5: Effective Date
This Resolution shall become effective June 1, 2016.

Passed and approved the 23rd day of May, 2016.

TOWN OF SUNNYVALE

_____
Jim Phaup, Mayor

ATTEST:

Leslie Black, Town Secretary

Exhibit A

Employee Handbook

Personnel Policies and Procedures

Approved by the Town Council on NOT YET APPROVED
Resolution 16-xx

Introduction

The Town of Sunnyvale welcomes you to our staff. We want to make your first days on the job as pleasant and comfortable as possible. The first day you report for work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described herein.

As a new employee you may have questions about Town policies, procedures, and expectations of you as an employee. These policies will answer most of these questions. It is your responsibility to ask questions if you do not understand any policy or procedure. The more you know about the Town of Sunnyvale, the easier it will be for you to understand your role in relation to other positions.

The information in these policies provides a consistent guide to you on policies and other personnel matters. These policies are not intended to give specific guidelines for every conceivable personnel interaction or circumstance. These guidelines are sufficiently broad to provide the latitude of discretion, which may be needed in individual situations. However, the degree of discretion shall not be permitted to violate the intent of any policy. These policies should be referred to regularly when making decisions affecting Town personnel. It will help ensure that decisions are fair, consistent, and in accordance with the desires of Town Management.

The Town retains the right to change, modify, suspend, interpret or cancel any of the benefits, policies and procedures at its sole discretion or discretion of the Town Manager. No changes in any benefit, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you as an employee and on the Town. Any and all policies in this handbook can be changed or updated at any time unless the policy integrity is changed; then such policy will require Town Council approval. Any employee who continues to work after a policy has been revised and implemented is deemed to have accepted the change in policy. These policies are subject to the Town Charter as well as the constitution and laws of the State of Texas and the United States. The Town of Sunnyvale is an At-Will employer. These policies do not create, reflect or imply any contractual or vested right. Either you or the Town may terminate this relationship at any time with or without cause.

The Town Manager or his/her designee is authorized and directed to administer this handbook, including the right to establish whatever detailed regulations and procedures may be necessary to further explain and clarify the provisions of these policies, except with respect to those employees appointed directly by the Town Council, unless further delegated to do so by the Town Council.

What you can expect from the Town

Sunnyvale's established employee relations policy is to:

1. Operate an economically successful municipality so that a consistent level of steady work is available.
2. Select people based on skill, training, ability, attitude, and character without discrimination regarding age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions.
3. Compensate all employees according to their efforts and contributions to the success of our municipality.
4. Review wages, employee benefits and working conditions constantly with the objective of providing maximum benefits in these areas, consistent with sound business practices.
5. Provide paid vacations and holidays to all eligible employees.
6. Give eligible employees medical, disability, retirement and other benefits.
7. Foster an attitude of providing quality service at the lowest tax rate.
8. Develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions and constructive criticisms of fellow employees.
9. Assure employees, after talking with their Supervisor, an opportunity to discuss any problem with the Town Manager.
10. Make prompt and fair adjustment of any complaints that may arise in the everyday conduct of our business, to the extent that it is practicable.
11. Respect individual rights, and treat all employees with courtesy and consideration.
12. Maintain mutual respect in our working relationship.
13. Provide buildings and offices that are attractive, comfortable, orderly and safe.
14. Promote employees based on their ability and evaluations.
15. Make promotions or fill vacancies from within the staff whenever possible.
16. Keep all employees informed of the progress of the Town and the Town's overall aims and objectives.
17. Do all of these things in the spirit of friendliness and cooperation so that the Town of Sunnyvale will continue to be known as "a great place to work".

What the Town expects from you

Your first responsibility is to know your own duties and to do them in a professional, accurate and timely manner. Your duties and their expectations should be thoroughly explained to you by your immediate Supervisor. Secondly, you are expected to cooperate with management and your fellow employees while maintaining a good team attitude and mentality. How you interact with your fellow employees and those whom the staff serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can affect the entire service offered by the Town. Consequently, whatever your position, you have an important assignment; perform every task to the best of your ability. The result will be better performance for the Town overall and personal satisfaction by you.

You are encouraged to grasp opportunities for personal development offered to you. This Employee Handbook offers insight on how you can positively perform to the best of your ability to meet and exceed the Town's expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life, including direct access to management. We are dedicated to making Sunnyvale a Town where you can approach your Supervisor, or any member of management, to discuss any problems or questions you might have. We expect you to voice your opinions and contribute your suggestions to improve the quality of the job.

Remember; you help create the healthful, pleasant and safe working conditions that the Town intends for you. Your dignity and that of fellow employees, and that of our citizens, is important.

The Town needs your help in making each working day enjoyable and rewarding.

Policy Authority

The Town of Sunnyvale Town Council authorizes the policies contained within this handbook. The Town's management team and Human Resources are responsible for interpreting and enforcing the policies.

Policies regarding the Texas Municipal Retirement System (TMRS) and the Social Security System do not supersede, nor are they intended to conflict with, the laws, rules and regulations of the State of Texas, TMRS or federal government. To the extent that there is a conflict between the Town's TMRS policies and the laws, rules and regulations of the State of Texas or TMRS, the laws, rules and regulations of the State of Texas, TMRS or federal government prevail.

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1 Staffing

1.1 Americans with Disabilities Act

The Town is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is the Town's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Town will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Town aware of his/her disability, provided that such accommodation does not constitute an undue hardship on the Town.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their Supervisor. Any additional questions or concerns should be directed to the Department Director, and then the Human Resources Department as needed. The Town encourages individuals with disabilities to come forward and request reasonable accommodation.

1.1.1 Requesting an Accommodation Procedures

Upon receipt of an accommodation request, your Supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Town might make to help overcome those limitations.

The Town will determine the feasibility of the requested accommodation. Consideration will be based on various factors, including, but not limited to, the nature and cost of the accommodation, outside funding, the Town's overall financial resources and organization, and the accommodation's impact on the operation of the Town. Also included for consideration is the impact on the ability of other employees to perform their duties and on the Town's ability to conduct business.

The Town will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees may appeal the decision by utilizing the Town's formal grievance process. If the request on appeal is denied, that decision is final.

If the Town of Sunnyvale has questions regarding the validity of an ADA assertion or questions concerning the impairment of a major life function, the Town may request documentation (at the Town's expense) from a specialist. This documentation will specify whether or not a major life function is impaired and what accommodations (based on the functions listed in the job description) can be made.

The ADA does require the Town to make a reasonable accommodation (but not necessarily the best possible accommodation). It also does not require the Town, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Human Resources Department. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

1.2 Aptitude and Ability Tests

If you have a disability that will affect your ability to take a test, it is important that you advise a Supervisor of this so that a reasonable accommodation can be arranged. Requested accommodations may include accessible testing sites, modified testing conditions, and accessible testing formats. The Town reserves the right to require medical documentation concerning the need for accommodation.

1.3 Assignment

Your Supervisor will determine your job assignment, based on your desire, aptitude and experience. You are hired primarily for a specific job, but at times as workload dictates you will be required to perform other duties as assigned. Our goal is to obtain maximum efficiency by utilizing your knowledge and training for optimum results.

Instructions pertaining to your assignments are given by your immediate Supervisor, and must be followed. Failure to follow instructions may result in costly mistakes. Such failure, therefore, will be considered insubordination subject to reprimand and even dismissal. Insubordination could result in disciplinary action up to and including termination. Your cooperation is important.

When you begin work with the Town, your Supervisor will explain your job, its purpose and part in the overall picture. Whenever you have a question on this matter, feel free to discuss it with your Supervisor. Employees are encouraged to make suggestions and to learn as much about their prospective jobs as possible. You are expected to take advantage of the many educational opportunities available that pertain directly to your job assignments. Inform your Supervisor of newly acquired skills so that they may be made a part of your permanent record.

Because the regular working day may vary to meet emergencies and other demands, your immediate Supervisor or Department Director will advise you as to when your work day begins and ends. If your position requires that you are on-call, you are expected to respond within forty-five (45) minutes of receiving the notification. Most employees are assigned to work a forty (40) hour workweek. You are required to take a one (1) hour unpaid lunch period daily; please understand that you may not “work through lunch” to arrive late, to leave early or to work extra time unless approved by your Supervisor.

The Town’s tools and equipment are expensive and each employee shall take care to treat them accordingly. Normal wear and tear is expected; however, misuse or loss will not be tolerated and may become subject of an employee’s dismissal, at the Department Director’s discretion.

1.4 At-Will

All employment and compensation with the Town is "at-will" meaning that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either the Town or yourself, except as otherwise provided by law; including layoffs.

1.5 Bonding Requirement

Under certain circumstances, the Town may require that an employee be bonded. It is the employee's responsibility to assure that they are bondable. The Town will pay the cost of bonding. Should the employee fail to maintain these qualifications, they will be subject to transfer to another position, if available, or dismissal.

1.6 Classification of Employment

For purposes of salary administration and eligibility for employee benefits, the Town of Sunnyvale classifies its employees as follows:

- **Full-Time Regular Employees** – An employee who is considered full-time who works the standard working hours at the Town each week as defined by their department. Such employees may be "exempt" or "nonexempt" as defined by the Fair Labor Standards Act. For most employees (other than Police and Fire shift personnel) it is forty (40) hours a week. For Fire personnel it is one hundred and sixty-eight (168) hours in a twenty-one (21) day work cycle. Since the Town is contracted with the Dallas County Sheriff's Office, it is specified in the contract and determined by the department head.
- **Part-Time Regular Employees** – Employees that work twenty (20) hours a week or less. They are paid a competitive salary and are generally given some benefits that full-time employees have, but at a prorated level. They are not eligible to become members of the retirement fund or to accumulate vacation, sick leave or other benefits allowed to full-time employees. Such employees may be "exempt" or "nonexempt" as by the Fair Labor Standards Act.
- **Temporary/Seasonal Employees** (full-time and/or part-time) – Employees engaged to work full-time or part-time on the Town's payroll with the understanding that their employment will be terminated no later than upon completion of a specific assignment. These employees are not eligible to become members of the retirement fund or to accumulate vacation, sick leave, or other benefits allowed to full-time regular employees. (Temporary employees may be offered and may accept new temporary assignments with the Town and thus still retain temporary status.)
- **Volunteers** – Volunteers engaged to provide services to the Town without compensation or benefits. Volunteers are expected to abide by all personnel policies and directives of the Town Manager and the various Department Directors in which they serve.

Below is the most current organizational chart for the Town of Sunnyvale, which is subject to change due to promotions:

1.7 Equal Opportunity Employment

Equal Employment Opportunity has and will continue to be, a fundamental principle of the Town of Sunnyvale. The Town values diversity, and employment is based upon personal capabilities and qualifications without regard to race, color, religion, sex, age, national origin, disability, or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, discipline, termination and all other terms and conditions of employment. Appropriate disciplinary action may be taken against any employee willfully violating this policy.

Eighteen is the minimum age of employment. However, vocational students, temporary office help, and others below the minimum age may be employed with a work permit from the local school system, when required by state law. No person shall be employed who is below the age of sixteen (16).

Applicants may be asked to take performance tests or provide copies of scholastic transcripts, where applicable. Falsification or omission of data on an employment application is sufficient cause for termination.

The Town of Sunnyvale hires only U. S. citizens and aliens lawfully authorized to work in the United States. All new employees must provide documents certifying that they are eligible for employment within three (3) days of hire, in compliance with the Immigration Reform and Control Act of 1986.

The Town of Sunnyvale may require prospective employees to pass a substance screening and/or a background check arranged by the Town prior to their first day of employment.

1.8 Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act (FLSA) requires that all jobs be measured against established functional criteria to determine whether the position is exempt from overtime compensation, record keeping (time slips) requirements and minimum wage restrictions. The FLSA also contains provisions covering hours of work and child labor restrictions.

As a salaried employee, under the FLSA your job function falls into one of two categories.

- **Exempt** employees are classified as such if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws and the Fair Labor Standards Act (FLSA). Exempt employees are not eligible for overtime pay. Their salaries are calculated on a weekly basis. These include, but are not limited to the following: Town Manager, Assistant Town Manager, Town Secretary, Assistant Town Secretary, Director of Finance, Director of Community Services, Director of Development Services, Fire Chief, Town Engineer, Library Director and Director of Public Works.
- **Nonexempt** employees receive overtime pay in accordance with our overtime policy and the Fair Labor Standards Act (FLSA). Their salaries are calculated on an hourly basis. Employees are required to maintain records of hours worked (time slips) for employees in nonexempt positions and to ensure their salaries meet minimum wage requirements.

The Town Secretary shall make final determination of exempt vs. nonexempt status of any employee by applying the appropriate FLSA criteria. All posted positions and job descriptions shall identify exempt or nonexempt status.

Your director will inform you of your initial employment classification and of your FLSA status as exempt or nonexempt. If you change positions during your employment as a result of a promotion, transfer or otherwise, you will be informed by the Town Manager or by your Director of any change in your exemption status.

1.9 Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, all new employees, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing eligibility to legally work in the United States. All such documentation must be provided within three (3) working days or the employee will be deemed as ineligible to work in the United Sates. If on Payroll, the employee will be terminated.

Former employees who are rehired must also complete the form if they have not completed an I-9 form with the Town within the past three (3) years, if their previous I-9 form is no longer retained, or if the supporting documentation is no longer valid.

1.10 Job Posting and Internal Promotion

The Town of Sunnyvale supports a philosophy of promoting from within those employees who meet the qualifications for the position, have improved their skills and have documented the desire to excel within the organization. The hiring Department Director or Supervisor will evaluate the education, experience, knowledge, skills, and abilities for the open position when determining the best candidate for the position.

Positions may also be simultaneously posted externally along with internally.

1.10.1 Job Posting Procedures

Positions within the Town will be posted as deemed necessary by the Department Director or Supervisor.

Openings may be posted for a specific time period or until the position is filled.

Once a position is filled, the Human Resources Department will contact the designated representative from each department to request removal of the job posting. Job postings should be removed in a timely manner after the position has closed.

The following procedures govern employees applying for an internal transfer or promotion.

- Once initially hired, employees must be in their current position (the position for which they were hired) for a minimum of six (6) months before they can apply for a transfer to

another position, unless the Department Director and Town Manager approve the transfer. In this instance, there must not be any disciplinary action pending or current disciplinary action in progress.

- Employees must meet all of the qualifications listed on the posting and required in the job description in order to be considered for the position.
- Department management has the responsibility of ensuring that all professional courtesy is extended to both internal applicants and the department where the internal applicant works. This means that department management where the internal applicant works will be notified of all interviews, job offers, etc. as it pertains to their employee. It also means that applicants will receive proper communication regarding their status as an internal applicant.
- The interviewing Supervisor will determine whether or not the employee meets the minimum qualifications for the job.
- If the employee does not meet the minimum qualifications for the job, the interviewing Supervisor has the responsibility of contacting the employee to inform him/her.
- Employees promoted or transferred because of the internal job posting and promotional process (as outlined in the first bullet of this section) are placed in a new six (6) month employment period status. As a result, they may not apply for another position or promotion during this time period unless it is within the same department and is approved by the Department Director.

1.10.2 Internal Promotions

Promotions must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of increasing compensation. Employees accepting a promotion will serve a probation period of six (6) months.

If the employee does not satisfactorily perform the duties of the new position, or if the Supervisor feels that the employee may not successfully complete the probationary period, the employee may be terminated, or returned to the former position, if available. Those employees returning to their former positions will do so at the pay rate prior to the promotion. The Town encourages employees to assume higher-level positions or lateral transfers for which they qualify.

1.11 Leaving the Town of Sunnyvale

Upon termination of employment with the Town of Sunnyvale, whether voluntary or involuntary, employees are required to turn in all Town issued equipment (i.e., radio, cell phone, pager, keys, etc.); Town issued identification card and uniforms on their last day of employment. Each department is responsible for collecting the Town issued equipment and uniforms. Final direct deposits will not be issued to an employee until all Town issued items are returned to the Town.

Human Resources requests notification by the Department Director prior to employee termination so they will discuss the terms and circumstances. This also allows Human Resources the opportunity to set up an exit interview with the employee. This is necessary so that the employee may receive information regarding continuation of certain benefits and important

information regarding retirement and deferred compensation accounts. Terminated employees may collect Vacation Leave and Compensatory Time (for nonexempt employees) regardless of whether the termination was voluntary or involuntary.

For termination that is involuntary, the Department Director or his/her designee, and a representative of the Human Resources Department will be present in the meeting with the employee at the time of announcement of termination. The employee is then required to turn over all Town issued equipment to his/her immediate Supervisor and the Supervisor will escort the employee off the Town property.

All benefits and other payouts will be paid on the employee's final direct deposit to the employee's banking institution on file with payroll.

1.11.1 Death of an Employee

It is the sincere hope of the Town that it is never faced with the death of an employee. However, in the event that this occurs, the Town will issue the final direct deposit to the banking institution on file with the Town, which should be available to the legal spouse or primary beneficiary. All benefits and other payouts, including any time worked by the employee during the final pay period will be paid on the employee's final direct deposit.

In the event that an employee dies as a result of an injury at work or from an exposure received while on duty, workers' compensation benefits may be paid.

By law, the employee's eligible dependent(s) will be eligible to continue the same coverage or more, under COBRA laws, by paying 100% of the premium plus a 2% administration fee. The duration would be for thirty-six (36) months; rates are subject to change, based on the Town's rate, should the dependent(s) stay on the plan for the full thirty-six (36) months.

In the event that a Public Safety employee is killed in the line of duty, there are additional state and federal benefits that may be available to the deceased employee's family members.

The Human Resources Department will work in conjunction with the Town's benefit providers to contact the deceased employee's beneficiary(s) or legal spouse to discuss and assist in coordinating benefit options and payouts for continuation of life insurance, workers' compensation, in the line of duty deaths and retirement.

1.11.2 Dismissal and Job Abandonment

While we hope that the employee and employer relationship is prosperous and mutually beneficial, there are times when the Town must terminate the employment of an employee for violation of policies, substandard job performance, and other such reasons.

1.11.3 Exit Interview

Before an employee voluntarily leaves his/her employment with the Town, Human Resources will attempt to schedule an exit interview with the employee; it is not mandatory. The exit interview consists of two parts.

The first part is a voluntary questionnaire that addresses the employee's work environment, treatment by management staff and any concerns that a departing employee may have. The purpose of this questionnaire is to assist management in providing a quality work environment for Town employees and to address any of the potential concerns that the departing employee may have had. Again, this is a voluntary process and no employee will be forced to answer these questions if they do not want to.

The second part of the exit interview is the discussion of insurance benefit continuation options, under COBRA laws or the Town's retirement policy, and discussion of Retirement. It is extremely important that Human Resources staff discuss these options with employees, but it is only at the request of the employee that these options will be further discussed. In the event that an employee does not or is not required to attend an exit interview with Human Resources, this information will be mailed to the employee's address on file.

1.11.4 Payment of Leave

Only employees who have successfully completed their six (6) months of service with the Town are eligible for payment of leave.

Upon termination of employment, employees will be paid for all unused vacation time.

Compensatory Time for nonexempt employees is payable upon termination of employment whether or not the resignation is voluntary or involuntary, and at their normal hourly wage rate.

LEAVE	ELIGIBILITY	VOLUNTARY or INVOLUNTARY
Compensatory	ALL accrued hours	BOTH (nonexempt employees only)
Personal Days	None	N/A
Sick	None	N/A
Vacation	ALL accrued hours	BOTH

1.11.5 Resignations

The Town understands that there are times when employees decide to voluntarily terminate their employment. Employees are encouraged to provide a minimum of two (2) weeks' notice, and Department Directors are encouraged to provide a minimum of one (1) months' notice, upon resignation of employment and be at work during their last week of employment with the Town.

Employees that fail to report for work after providing notice of resignation will not be eligible for re-hire and will be forced to use accumulated vacation leave if available. If no vacation leave is available, the leave will be without pay. In extenuating circumstances, the Town Manager may provide an exception.

1.11.6 Retirement

Retiring employees who have served the Town for ten (10) or more continuous years in a full or part-time employment capacity will meet the definition of "retirement" from the Town for the purposes of this administrative policy and will be eligible for appropriate Town-sponsored retirement recognition activities. The time served includes time with the Town along with any additional municipality experience combined.

Employees who are retiring in lieu of discharge, under duress or while facing other disciplinary action or under criminal investigation, despite their ten (10) or more continuous years of service, will not be eligible for Town-sponsored retirement recognition activities.

Each department will be responsible for planning and coordinating retirement recognition activities for the employee who is leaving.

1.12 Nepotism

Immediate family members or other related persons of current employees may be considered for employment within the Town of Sunnyvale provided they meet the requirements of the open position, and the following guidelines are met:

- Employment is permitted unless facility or department size, physical proximity, or other similar issues make employment within the same facility or department ill advised. The Town Manager shall make such determination.
- The Town Manager is expected to exercise discretion before approving the employment of any member of any employee's immediate family in any position, which might be perceived as being under their direct sphere of influence. Reference the Glossary for the definition of an immediate family member.
- The policy includes full-time, part-time, temporary and seasonal employment.

People related within the second degree by affinity (marriage) or within the third degree of consanguinity (blood) to the Mayor, any member of the Town Council or the Town Manager will not be eligible for employment with the Town of Sunnyvale, except for a short-term project (less than three (3) months) specific contract or intern work on a contractual basis. In the event that an employee becomes married to or related to another employee and are put in or are currently in a direct supervision capacity, one of the employees may be reassigned at the discretion of the Town Manager.

1.13 Physical Fitness and Fit for Duty Physicals

Employees are responsible for maintaining the standard of physical and mental fitness, with or without reasonable accommodation required for their position and job duties as established by the job description and/or department policies.

Employees requiring reasonable accommodations to perform the essential functions or their job or any aspect of the physical and mental requirements of their job as outlined in their job description should contact their Department Director and Human Resources in writing explaining what the accommodation request is, duration of request and effective date.

1.13.1 Implementation Procedures

Return to Work physicals will be scheduled by Human Resources before an employee can return to work when that employee misses ten (10) or more consecutive scheduled workdays off due to injury, illness or surgical procedure. Fire Department shift employees will be scheduled for a Return to Work physical when they have missed five (5) or more consecutive shifts due to injury, illness or surgical procedure. Notwithstanding the above, the Department Director may otherwise require a Fit for Duty physical depending on the facts and circumstances of each situation. A return to work notice from the employee's doctor or treating physician may be required by the Department Director.

Fit for Duty physicals will be scheduled by Human Resources when it is determined necessary in order to provide a reasonable accommodation under the ADA or at any time when there is a question as to whether employees can perform their jobs in a safe manner.

In all cases the cost of the physical exam and any expenses incurred as a result of obtaining medical records will be paid by the Town. Employees are responsible for obtaining those records and ensuring they are provided to the Town's designated medical provider. Before returning to work following a medical and/or psychological examination under this policy, employees must coordinate their return through Human Resources.

Employees on light duty will not be required to complete a return to work physical until they are released to full duty. An employee, not receiving workers' compensation benefits may not be out more than six (6) months on light duty not to exceed two (2) occurrences within six (6) months within a rolling year.

1.13.2 Medical Exams for Current Employees

The Town may require current employees to undergo a medical and/or psychological examination to determine fitness for continued employment; as may be necessary in order for the Town to provide a reasonable accommodation; following an (on or off duty) injury or accident or surgical procedure; and as otherwise permitted in accordance with the Americans with Disabilities Act (ADA), as amended. This examination may take the form of a fit for duty or return to work physical.

1.13.3 Serious Health Conditions and Disabilities

The Town recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. As long as these employees are able to perform the essential functions of their job with or without reasonable accommodation, without creating an undue hardship and medical evidence indicates that the condition is not a direct threat to the employee or others, the Town will treat them consistently with other employees.

1.14 Pre-Employment Physicals and Drug Tests

The following applies to employees that are regular full-time, regular part-time, temporary and seasonal:

- All persons selected for initial appointment or reinstatement will undergo a thorough medical examination, dependent on the essential job functions of the position for which they are being considered, and drug and alcohol test as prescribed by the Town upon a conditional offer of employment and prior to their final appointment. The physical examination and drug and alcohol test will be conducted by a physician of the Town's choice and paid for by the Town. Employment will be contingent upon successful completion of the medical examination and drug and alcohol test in relation to the standards of fitness required for the position. No candidate is authorized to begin employment with the Town until the results of the pre-employment physical and drug and alcohol test are reviewed and approved by Human Resources.
- All Town employees involved in a traffic accident while operating a Town Vehicle may be required to submit to a for-cause drug and alcohol test within four (4) hours of the accident.

1.15 Probationary Period

Each employee must serve, satisfactorily, a six (6) month probationary period before being considered a non-probationary member of our team. This also applies to employees who transfer from one department to another.

The Town will use this period to closely observe and evaluate the work of all employees and to encourage their effective adjustment to the position. The Town will retain only those employees who meet an acceptable standard of work during their probationary period. During this period the employee will accrue benefits described in this manual unless otherwise required by law. However, the employee will not be allowed to use these benefits until they have completed the probationary period. This probationary period will be a time for getting to know your fellow employees, your Supervisor and tasks involved in your job position, and becoming familiar with the Town. Your Supervisor will work closely with you to help you understand the needs and processes of your job.

Anytime during this probationary period, employees may resign without any detriment to their record. If, during this period, your work habits, attitude, attendance, or performance do not measure up to our standards, we may release you or extend your probationary period. Up to a three (3) month extension to the initial probationary period may be granted in order to give the employee an opportunity to improve and meet the expectations. If you take approved time off more than five (5) workdays during the probationary period, the probationary period may be extended by that amount of time, at the Department Director's discretion.

During this time, the new employee will be provided with training and guidance from his/her Supervisor. The employee may be discharged at any time during this period if the Supervisor concludes that the employee is not progressing or performing satisfactorily.

During the probation period, employment is not for any specific time and may be terminated at-will, with or without cause and without prior notice, without right to an appeal or hearing.

1.16 Reinstatements and Rehires

An employee who resigns from the Town in good standing will be eligible to be rehired in an open position if the employee is qualified for the essential job functions and if the rehire is in the best interest of the Town.

A rehired employee may regain an adjusted tenure under the following circumstances:

- The employee must have resigned in good standing after completing their probationary period. Termination with the Town must have been voluntary.
- The employee must have been separated from the Town of Sunnyvale for no more than one (1) year. The employee must return to their same classification of employment as when they voluntarily left; i.e. previously regular full-time back to regular full-time.
- Rehired employees will not be eligible to retrieve any sick, vacation or other leave balances that may have existed at time of resignation. Tenure at the time of separation will be restored once the provisions of the policy are met.
- All rehired employees will be required to complete a probationary period just as any other newly hired employee. Once the probationary period is successfully completed, employees receiving adjusted tenure will be eligible for all benefits, privileges, eligibility, etc. just as any other employee with the same tenure. Examples include vacation accrual, retirement calculations and promotional eligibility.

2 Employee Conduct

2.1 Abuse of Authority

Employees are prohibited from using their position, uniform, insignia or badge, vehicle or other Town identification for personal gain or any reason other than the performance of their official job duties.

Employees may not accept any gift, monetary compensation or in kind offers for the purpose of influencing a decision in regard to the operations of the Town.

2.2 Confidential Information

Citizens of our Town expect each of us to keep the Town's business strictly confidential. Under no circumstances should an employee discuss the Town's business outside of the office. It is against policy for employees to take copies of any documents or any other material(s) from the office at any time. Although the Texas Public Information act makes most of our records available, they are only to be released by the Town Manager or his/her designee.

Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality. If you are questioned by someone outside the staff or your department and you are concerned with the appropriateness of giving them certain information, remember that you are not required to answer, and that we do not wish you to do so. Instead, as politely and professionally as possible, refer the request to your Supervisor or the Town Manager.

2.3 Conflict of Interest

The Town expects its employees to conduct business according to the highest standards of conduct. Employees are expected to devote their best efforts to the interests of the Town. Business dealings that appear to create a conflict between the interests of the Town and an employee are unacceptable. The Town recognizes the rights of employees to engage in activities outside of their employment that are of a private nature and unrelated to Town business. However, the employee must disclose any actual or possible conflicts so that the Town may assess and prevent conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member as a result of the Town's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth examples that most frequently present problems. If employees have any questions as to whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact their immediate Supervisor or Department Director to obtain advice on the issue.

A violation of this policy may result in discipline up to and including termination.

All employees must promptly disclose actual or potential conflicts of interest, in writing, to their Supervisor. Approval will not be given unless the relationship will not interfere with the employee's duties or will create an actual or potential conflict of interest.

Employees and their immediate family may not own or hold any significant interest in a supplier or vendor of the Town and they must disclose such relationships, except where such ownership

or interest consists of securities in a publicly owned company and such securities are regularly traded on the open market.

No employee may solicit or accept gifts of significant value (in excess of $25.00), entertainment, or other benefits from potential and actual contractors, customers, suppliers and vendors. Special care must be taken to avoid even the impression of a conflict of interest.

An employee may entertain potential or actual customers if such entertainment is consistent with accepted, ethical standards, and the public disclosure of facts will not embarrass the Town. Reference the Travel Expenses policy for reimbursable entertainment costs. Any questions regarding this policy should be addressed to the Human Resources Department.

2.4 Corrective Action

It is the Town's belief and philosophy that the focus of corrective action is to communicate an expectation of change and improvement rather than an expectation of future problems and eventual termination. We believe that the discharge of an employee is a serious matter both for the employee and for the Town.

With this in mind, each instance requiring corrective action will be evaluated in terms of:

- Severity
- Frequency
- Length of time the employee is employed
- Previous disciplinary actions taken against the employee and
- Circumstances surrounding the occurrence

Any action deemed by management as detrimental to the orderly conduct of the operations may, after careful consideration given to all the facts, result in disciplinary action up to and including dismissal.

Supervisors are required to notify the Human Resources Department of all corrective action, preferably prior to it being administered to an employee. This is to ensure that the action taken is consistent with past actions taken for similar offenses and proper documentation is filed. Employees have the right and are encouraged to utilize the Town's grievance and appeal process if they feel that corrective action measures have been unjustly administered to them.

The grievance and appeal process does not apply to employees who are in their six (6) month probationary period with the Town.

Types of Corrective Action

- **Verbal Warning** - Verbal warnings are discussions held with the employee.
- **Written Warning** - Written warnings are more severe than verbal warnings in that the documentation process is formalized. Detailed information is put in writing regarding the deficiencies and expectations for improvement. Written warnings require an employee

signature acknowledging receipt of the document, that the original document be forwarded to Human Resources as part of the employee's record and personnel file. Written warnings may be combined with probation, demotion, and suspension or performance improvement plans. If combined with another form of corrective action, resolutions may be completed in accordance with the terms of that action.

- **Probation** - Probation means that a Supervisor is giving an employee a time frame not to exceed six (6) months in which job performance will be closely monitored. Detailed information is put in writing regarding the deficiencies and expectations for improvement. The Supervisor monitors the employee's progress and formal feedback is given to the employee every few weeks. The formal feedback is provided to the employee in writing. All documents associated with this process require an employee signature acknowledging receipt of the document and that all original documents are forwarded to Human Resources as part of the employee's record and personnel file. Probation may be combined with a written warning, suspension, demotion or performance improvement plan. Once the six (6) month probation period has ended, the Supervisor must complete a form stating they've successfully completed probation.
- **Suspension** - Suspension is time off without pay given to an employee for violation of policies or procedures or for inappropriate actions. Suspensions are required to be documented in writing, require an employee signature acknowledging receipt of the document and that the original document is forwarded to Human Resources as part of the employee's record and personnel file. Employees may be suspended up to thirty (30) days. Nonexempt employees may be suspended without a minimum number of days. Exempt personnel must be suspended for no fewer than five (5) days. Exempt personnel may be docked time out of their vacation accruals in lieu of time off without pay for infractions that would require fewer than five (5) days off.
- **Performance Improvement Plan** - A Performance Improvement Plan is a document that is prepared by the individual administering disciplinary action. A performance improvement plan outlines (more thoroughly than a written warning) deficiencies and required behavioral and/or work performance changes that the employee needs to make. Typically, a Performance Improvement Plan is put in place after an investigation is conducted or when there are multiple issues or corrective measures that need to be addressed by the employee. Because of the severity of the infractions associated with a Performance Improvement Plan, the plan remains in effect for six (6) months and should be reviewed on a frequent basis; it is suggested every few weeks.
- **Termination Letter** - Termination of employment is the most serious corrective action measure that can be taken against an employee. Terminations, as with all of the corrective action measures, may occur on the first offense or after a series of offenses. Supervisors are required to prepare a termination memo that must be reviewed by Human Resources prior to terminating the employee.

NOTE: These are not necessarily steps to be taken, they are dependent upon severity.

2.5 Customer Relations

The success of the Town depends upon the quality of the relationships between the Town, our employees, and the general public. In a sense, whatever the employees' position, they are the Town's ambassador. The more goodwill the employee promotes, the more our citizens will respect and appreciate our Town and its employees.

Here are several things that can be done by the employee to help give citizens a positive impression of the Town:

1. Act competently and in dealings with citizens respond in a timely, courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees always.
3. Follow up on orders, requests and questions promptly, provide professional replies to inquiries and requests, and perform all duties in an accurate and orderly manner.
4. Take great pride in your work and enjoy doing your very best.

2.6 Drug-Free Workplace

The purpose of this policy is to provide a drug-free, healthy and safe workplace for all employees including but not limited to those regulated by the Federal Drug-Free Workplace Act of 1988, as amended and regulations of both the U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) for drivers of commercial motor vehicles.

As a public employer, the Town of Sunnyvale is entrusted with the health and safety of its citizens. The presence of drugs and alcohol in the workplace and the influence of these substances on employees during working hours are inconsistent with effective government. Therefore, the Town will conduct substance abuse testing for any of the following instances:

- Pre-employment
- Post-accident
- Reasonable suspicion
- Random testing for employees required to have or receiving incentive pay for Commercial Driver's Licenses, under authority of U.S. DOT and FHWA or other applicable laws
- Return to Work following alcohol or drug abuse treatment for employees required to have Commercial Driver's Licenses, under authority of U.S. DOT and FHWA.

According to the U.S. Department of Labor, "prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify Supervisor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur."

Employees may be asked to take a test pursuant to the provisions outlined in this policy to determine the presence of drugs, narcotics or alcohol, unless such tests are prohibited by law. Employees being tested must sign a consent form authorizing the test and the Town's use of the test results for purposes of administering its discipline policy. It is a violation of this policy to refuse consent for these purposes or to test positive for alcohol or illegal drugs. Policy violations will result in corrective action and will result in termination. Tests that are paid for by the Town are the property of the Town, and the examination records will be treated as confidential.

2.6.1 Confidentiality and Documentation

Laboratory reports or test results will be maintained in the Human Resources Department in the employee's official personnel file. Records and reports results shall remain confidential and employees found to be in breach of this confidentiality will be subject to disciplinary action up to and including termination. However, an open records request may be submitted, if accepted, this information is not strictly confidential, as it can be requested. Refer to the Confidential Information policy for further details.

2.6.2 Medical Exceptions

Exceptions to this policy may be made for employees who are reasonably suspected of being under the influence and impaired by medication taken according to a prescription in the employee's name and obtained from a licensed physician for medical purposes. Such individuals, while experiencing the effects of prescription medications, may be placed in an assignment consistent with their ability to perform the assigned task, or will be removed from the workplace and be allowed to use their applicable leave benefits, if any, until they are able to return to work. Under these circumstances, a medical release returning the employee to full duty will be required prior to returning to work.

2.6.3 Report of Criminal Drug Statute

Employees must notify their Department Director of a criminal drug or alcohol statute arrest, conviction, plea of guilty or nolo contendere or imposition of sentence for a violation within five (5) days of the event. Failure to notify will result in disciplinary action up to and including termination.

2.6.4 Social Functions

Employees attending training and conferences may participate in social functions associated with the conference. This includes the consumption of alcohol, so long as the employee's conduct does not reflect adversely upon the Town. Employees who consume alcohol at these functions are encouraged not to drive; they shall not be allowed to operate a Town owned vehicle or vehicle rented on behalf of the Town at any time or any place while intoxicated.

2.6.5 Testing Procedures

Whenever an employee is required to submit to drug and/or alcohol testing pursuant to the provisions outlined in this policy, the Town may, in its sole discretion, transport the employee, or pay for such transportation, to the Town's designated testing facility to undergo a test for the use of drugs and alcohol. If testing is required due to an accident, testing must occur as soon as possible, but within four (4) hours after the accident.

Once it has been determined that an employee needs to be sent for drug or alcohol testing, a Supervisor or his/her designee will drive the employee to the testing facility and then drive the employee home or to place of employment. Any employee transported to the Town's designated testing facility that undergoes a test for the use of drugs and/or alcohol under this policy may be immediately placed on a paid leave of absence.

The testing for the use of drugs and/or alcohol will be as follows:

- For Safety Sensitive Function positions as outlined by DOT, testing will be performed only by labs certified by the Department of Health and Human Services (DHHS). All others will be performed by labs screened and selected by the Town's authorized medical providers.
- Test results must be reviewed by Medical Review Officers (MROs) who are required to determine whether there may be a legitimate explanation for positive tests and whether lab results are scientifically reliable.
- Minimum testing requirements includes alcohol, marijuana, cocaine, opiates, amphetamines, and PCP. The Town requires testing for all employees for the following substances, that meet DOT requirements:
  - Alcohol
  - Amphetamines
  - Barbiturates
  - Benzodiazepines
  - Cocaine Metabolites
  - Marijuana Metabolites
  - Methadone
  - Methaqualone
  - Opiates
  - Phencyclidine
  - Propoxyphene

<u>Refusal to Submit to a Drug Test</u>

Subject to any limitations imposed by law, a refusal to provide a body-substance sample under the conditions described above is considered insubordination and will result in corrective action up to and including termination of employment at the Town Manager's discretion. For applicants, it will be grounds to rescind the job offer or deny employment at Human Resources' discretion.

Consequences of a Positive Drug Test

In the event of an applicant confirmed positive test result for prohibited drug or alcohol use during pre-employment testing, the applicant will no longer be considered further for employment as determined by Human Resources.

Current employees who test positive (confirmed) for drugs and/or alcohol will be terminated from employment.

2.7 E-mail, Voice Mail and Other Communications Systems

This policy covers any and all electronic communication systems within the Town. All electronic communications and stored information transmitted, received or archived in the Town's information systems are the properties of the Town. These systems are provided by the Town to assist in the conduct of business within the Town.

The use of electronic mail through the Town network is primarily for business purposes. Incidental personal use of the electronic mail system is permitted. However, the personal use of e-mail and voicemail should not interfere with Town operations or duties, nor should it cause any harm or embarrassment to the Town or its members. Any personal use of e-mail or voicemail systems is expected to be on the employee user's own time and is not to interfere with the person's job responsibilities. Although personal use of e-mail is permitted, the Town Manager will be the ultimate decision maker as to what is appropriate personal use, should a dispute or issue arise. Employees also may not attempt to gain access to another employee's e-mail or voicemail. The Town reserves the right to access and disclose all messages sent to e-mail or voicemail. All forms of messages composed, sent or received on electronic systems are and remain the property of the Town. They are not private property of the employee.

The electronic mail systems are not to be used to create any offensive or disruptive messages. Among those which are considered offensive or any messages which contain sexual implication, racial slurs, gender specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin or disability. The electronic mail system shall not be used to send or receive copyrighted materials without proper authorization. Trade secrets, proprietary financial information or similar materials shall not be sent out of the internal network without the proper authorization and encryption. If you have any questions, see your immediate Supervisor. Due to limited resources, sending chain letters, electronic greeting cards or other animated files to other internal employees or through the internet mail system is considered a violation of this policy.

The Town reserves and intends to exercise the right to review, audit, intercept, access and disclose any messages created or received over the electronic mail systems or voicemail systems for any purpose. The contents of electronic mail properly obtained for legitimate business purposes may be disclosed to any person(s) acting on behalf of the Town without the permission of the employee. At any time and without prior notice, management reserves the right to

examine e-mail, personal file directories and other information stored on the Town's computer systems. This examination helps to ensure compliance with internal policies, supports the performance of internal investigations and assists with the management of information systems.

Employee users should use discretion when sending electronic mail via distribution lists. Mass mailings can over burden the computer networks and may result in slowing or breaking communication systems down. It is also the responsibility of each employee to use reasonable and prudent practices when utilizing the Town's electronic mail system. Opening messages from unknown sources should be considered carefully, particularly messages with attachments. If you have any doubt, delete suspicious e-mail messages and attachments. Violations of this policy, in whole or in part, may result in appropriate disciplinary action up to and including discharge at the Town Manager's discretion.

2.7.1 Internet Use

Access to the internet through Town networks is a privilege and carries responsibilities reflecting responsible and ethical use. Internet access must be approved through your Department Director.

The Town permits limited personal use of the internet. However, the employee user is reminded that use of any and all Town property is primarily for the purpose of Town business. Any personal use of the internet is expected to be on the user's own time and is not to interfere with the person's job responsibilities. Although personal use of the internet is permitted, the Town will be the ultimate decision maker as to what is appropriate personal use, should a dispute or issue arise. In addition, any posting to public forums such as newsgroups, or any transmittal of electronic mail through the internet for personal use must include a disclaimer that the views are those of the employee user and not the Town's.

At any time and without prior notice, the Town Manager or his/her designee reserves the right to examine e-mail, personal file directories and other information stored on Town computers and servers.

This section should be read and interpreted in conjunction with all other Town policies, including but not limited to policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. Employee users are prohibited from accessing the internet for unethical purposes, including pornography, violence, gambling, racism, harassment or any illegal activity.

Employee users are forbidden from using profanity or vulgarity when positing electronic mail via the internet. Posting and sending messages to public forums or social media is prohibited unless the user has received permission from an appropriate member of management. Employees are also prohibited from using internet access through Town network systems for any other business or profit making activities.

Employee users are prohibited from downloading software from the internet without prior approval of your Department Director. Downloading games from the internet is prohibited. Downloading of executable files or programs that change the configuration of your system, by anyone other than IT personnel is also prohibited. All files or software should be passed through up to date virus protection programs prior to use. It is mandatory that you comply with copyright and trademark laws when downloading material from the internet.

Social Media Use

This policy outlines the protocol and procedures for use of social media to publicize official Town services and events. In addition, this policy addresses the responsibilities of individual employees and Town staff with regard to social media and the use of Town resources (time and equipment), as well as responsibilities related to public records.

Social media includes personal websites and all forms of on-line community activities such as on-line social networks (e.g. Facebook, Myspace), professional networking websites (e.g. LinkedIn), message boards (e.g. Twitter), video sharing (e.g. YouTube), blogs, Wikis, chat rooms and online forums.

The use of social media on behalf of the Town is to communicate positively with citizens, tourists, or others seeking information about the Town, including its events, opportunities or other information.

All employees and all departments shall follow this policy. A department may use social media only with the approval of the Town Manager. Only with approval from the Town Manager will an employee enter information pertaining to the Town onto a social media site. Any unauthorized posting of information will result in disciplinary action up to and including termination of employment.

Use of Social Media at Work

Employees are discouraged from discussing information about the Town's employees, citizens, vendors, issues, business, or legal matters without express consent to do so.

The Town of Sunnyvale reserves the right to monitor employee use of social media sites accessed during work hours and on Town equipment.

If an opportunity arises to post to a social media site (not a Town of Sunnyvale site) in a manner that would be advantageous to the Town, the opportunity and proposed posting shall be submitted to the Town Manager or his/her designee for approval. Approval must be obtained from the Town Manager or his/her designee prior to posting on any other site on behalf of the Town. Any unauthorized posting of information will result in disciplinary action up to and including termination of employment.

Use of Social Media Outside of the Workplace

Outside the workplace, individuals' rights to privacy and free speech protect on-line activity conducted on personal social networks with personal e-mail addresses. Information that is published on such personal on-line sites should never be attributed to the Town of Sunnyvale and should not appear to be endorsed by or originated from the Town of Sunnyvale.

Employees engaging on personal social media platforms should not use their Town e-mail account or the Town's name, logos, pictures of the employee in a Town uniform, incorporate the Town in their identity (e.g. username, "handle", screen name or profile picture), nor should they speak as a representative of the Town of Sunnyvale.

Any person identified as an employee of the Town of Sunnyvale on a publicly accessible site is expected to maintain a positive on-line image that is consistent with the Town's goals and objectives.

Employees who choose to list their work affiliation on any site should regard all communication on that network in a professional manner.

Individuals contributing commentary to a blog or other social media sites are asked to provide a clear disclaimer that the views expressed are the author's alone, and do not represent the views of the Town of Sunnyvale.

Employees should be mindful that connections made with other Town employees on personal networking sites may have an impact on working relationships. On-line connections may impact working relationships, whether or not an individual chooses to associate their employment with the Town in their personal on-line networking activity.

Violations of this policy may be grounds for disciplinary action up to and including termination. Certain violations could result in civil or criminal liabilities for the user.

2.7.2 Computer Passwords

The Town requires that the following stipulations pertaining to computer passwords must be followed:

- Passwords are vendor specific.
- Do not post or share your password or send your password to others by e-mail.
- Computers should not be left unattended with the user logged on.
- At the end of the work day, shut down or log off of your computers.
-

2.7.3 Computer Software

It is the intent of The Town of Sunnyvale to comply with all copyright laws and software license agreements when acquiring, installing and using software on personal computers owned by the Town. In most cases, this involves purchasing one copy of each software package for each

computer where the software is to be installed. No software is to be installed on Town PC's that has not been reviewed, approved and purchased by the Town. United States Federal Copyright laws protect software. This law protects the rights of a company producing software. For example, it is illegal to make or distribute copies of copyrighted material without authorization of the copyright owner (the only exception being the right of the user to make a backup copy for archival purposes). The copyright law makes no distinction between duplicating software for sale or for free distribution. Unauthorized duplication of software, often referred to as "Piracy", is a federal crime and is specifically prohibited by this policy statement.

The Software License Agreement

Purchasing software only means the company that produced the software has granted a purchaser a license to use it according to the terms of the license included in the software. The Town does not have agreements with our vendors that supersede the terms and conditions of these license agreements. Town employees shall use the software only in accordance with the license agreement. The use of software produced by the Town also falls within the realm of copyright laws and must not be given away, loaned or sold to other individuals or government entities. If, after reviewing the terms and conditions contained in the software license agreement, you are unwilling or unable to comply with those terms, you must not use or install the software. Instead, contact the vendor who, in most cases, will take it back for a refund.

2.1 Emergencies, Disasters and Weather

There is always the possibility of a disaster that will directly affect large numbers of citizens. Catastrophic events such as natural disasters, transportation emergencies, major fires, evacuations, civil unrest and acts of terrorism are examples of things that would cause the activation of the Emergency Management Plan. Also reference the Emergency Procedures policy.

Should a disaster occur personnel are expected to report to work and be prepared to work extended work periods. The first day or two will be critical to the response, rescue and recovery of our Town.

All employees, non-emergency (administrative and clerical personnel) and Emergency Services personnel, are expected to make an effort to report to work at the beginning of the normal working times regardless of weather conditions. However, if a non-emergency employee is concerned that driving conditions such as ice or snow, present a danger to his/her life or property, he/she may use a vacation day, compensatory time or take leave without pay. Employees must notify their Supervisor prior to the scheduled time to report in, or as soon as possible thereafter. If a non-emergency employee is unable to report for work on a bad weather day, he/she is required to contact his/her Supervisor prior to the time he/she is scheduled to report or as soon as possible thereafter. Department Directors are responsible for designating those Emergency Service personnel who are required to be on the job.

2.1.1 Emergency Procedures

The Town has established emergency procedures for all employees to follow in the event of a fire, building evacuation, need for paramedics and/or police assistance, bomb threat, active shooter or a potentially violent situation between co-workers, a customer and/or employee acquaintances.

All employees are responsible for following the established procedures and for assisting customers and visitors in following these procedures if needed.

All emergencies or requests for assistance where you feel your life or someone else's life is in immediate danger, should be called into Police Dispatch (214) 749-8641 or 9-1-1 without hesitation.

Employees will participate in annual fire drills. Employees are encouraged to familiarize themselves with at least the two (2) closest emergency exits, the nearest fire alarm pull station, location of a first aid kit and location of a fire extinguisher at their primary work building. All personnel, essential and non-essential (emergency and non-emergency), will be requested to evacuate their building in the event where their lives are in danger and they can safely exit to a safe location. If you have any questions, ask your immediate Supervisor or Department Director. Employees should assemble in the parking lot of Town Hall (refer to the Fire Escape route posted in your area), to account for personnel.

2.1.2 Active Shooter

For further information on how to react and what actions employees may take during an active shooter incident at their location as determined by the U.S. Department of Homeland Security, visit http://www.dhs.gov/sites/default/files/publications/active-shooter-how-to-respond-508.pdf or contact your Human Resources Department for a copy of the PDF.

2.1.3 Medical Emergency

During any medical emergencies that may happen inside or outside on Town Property, employees are responsible for remaining calm and calling 9-1-1 if necessary and providing them with the address of the emergency, the phone number they're calling from and the nature of the emergency. If the employee provides the proper information, the proper response and instructions will be issued to them. Have any personnel that are trained in CPR and First Aid to assist, if necessary. If the medical emergency involved any employee, their Supervisor is responsible for notifying Management.

2.1.4 Inclement Weather and Catastrophic Event

It is the intention of the Town of Sunnyvale to maintain normal work hours during inclement weather or an unforeseen catastrophic event.

Employees are expected to report for work during such events unless, after careful consideration of the conditions and issues involved, the Town believes it to be unsafe to do so. In such cases, the Town will communicate applicable reporting information via the notification system. Department Directors are responsible for notifying appropriate personnel.

In addition, and in all cases, employees must notify their immediate Supervisor via office voice mail or on their cell phone of their inability or delay in reporting, before the beginning of their scheduled start time in order for Supervisors to assess their staffing availability for that day.

Employees who are unable to report to the office are expected to remain available via telephone for work during normal business hours, and to conduct Town business to the extent possible, from a remote location.

In instances when inclement weather or other unforeseen catastrophic circumstances lead the Town to believe it is not safe to report to work and the Town communicates that decision to employees on the Town of Sunnyvale reporting information number, employees will be compensated for the time missed.

Earthquake

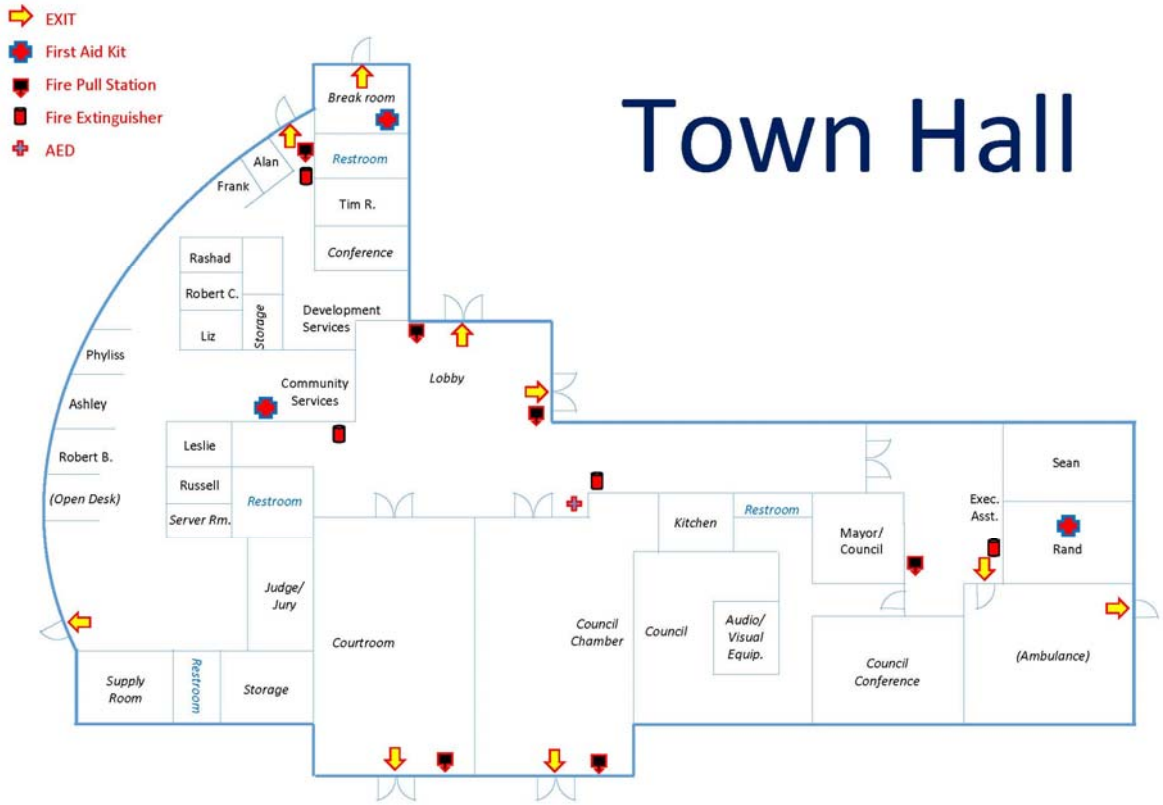
With the increase of earthquakes in the North Texas area, we've referenced OSHA's Emergency Action Plan to help employees stay calm and know what to do in the event of an earthquake; located on their website at https://www.osha.gov/dts/earthquakes/preparedness.html.

Fire

The Occupational Safety and Health Administration (OSHA) requires employers to abide by particular fire safety procedures, such as maintaining smoke detectors and fire alarms that function properly; ensuring that aisles, passageways and escape routes are not blocked or obstructed and seeing to it that emergency exits are clearly identified in the building. The Town will work with the Fire Department ensuring that the fire safety procedures are kept up with on a periodic basis.

Although employees are allowed to use space heaters at their desk, they are advised to use caution when operating such devices as they have the potential to overheat and catch on fire.

Below is a layout of Town Hall and emergency locations:



Emergency exits and evacuation routes are clearly displayed in high-traffic areas. Employees with offices shall close the doors (unlocked) as they exit the area.

The Town Secretary's designee shall maintain a list of all employees' personal emergency contact information and shall keep the list at the front court clerk desk for easy access in the event of an emergency.

Flood

Refer to the Texas Department of State Health Services for flood preparedness and precautions at https://www.dshs.state.tx.us/preparedness/factsheet_floods.shtm.

Tornado

The Town has referenced the Texas Department of Public Safety for Tornado Safety Tips at https://www.txdps.state.tx.us/dem/Preparedness/tips/tornadoSafetyTips.htm. Tornados can occur at any time of year, including winter, but are most frequent from mid-March through May.

Learn the difference between a Tornado Watch and a Tornado Warning. A Tornado Watch means watch the sky. A Tornado Warning means a tornado is on the ground and you must seek shelter immediately. Remain sheltered until the tornado threat is announced to be over.

2.1.5 Return to Work

The emergency dispatcher, as authorized by The Plan, will accomplish specific notifications when there is a potential for an emergency or when an event has occurred. Notifications are most often sent to specific employees by way of the notification system.

Each municipal department shall develop and exercise an employee notification procedure, including a back-up plan, providing notifications should the existing pager system fail or become inoperative.

Any employee, who without notification has a reasonable belief that a disaster has occurred, should contact their Supervisor for instructions.

If it is obvious that an event has occurred the employee should initiate a "self-response" and return to their primary workstation. Some emergencies could tax the communications system in such a way that notifications cannot be made in a reasonable amount of time, if at all. Each department should prepare a departmental statement that clearly identifies those situations and circumstances where an employee should initiate a "self-response" and return to work. Any employee who becomes aware of an event that authorizes a "self-response" is expected to report to work.

Employees should expect to work extended shifts and work periods, only if they're regularly scheduled to work during that day. Depending on the event, the Town will provide food and lodging for those employees who are assigned extended work periods. Employees should anticipate extended work assignments during a response to a disaster and are encouraged to bring a change of clothes and other personal items.

2.2 Grooming and Dress

Because the image you project is the public image we project as a Town, we require that you convey a clean, fashionable but "business-like" manner in your office work attire. We believe that the Town of Sunnyvale employees should have good grooming habits and realistic fashion sense to represent us in a manner, which is complimentary to both the Town of Sunnyvale and themselves.

Employees of the Town typically fall into categories requiring different dress codes. These include office, technical and professional staff, maintenance and the trades and uniformed employees.

Office, technical and professional staffs are expected to wear suitable, clean clothing and be appropriately dressed in business casual attire. Business casual attire can include slacks, blazer/sport coats, sweaters/cardigans, polo shirts or Town logo shirts, Henley shirts, banded collar shirts, dress tee-shirts, sports shirts with collars, vests (with appropriate shirts), leather boots, loafers, pumps, open toe dress sandals, and canvas shoes (not athletic in nature).

Employees in maintenance and trades must wear clothing that is as clean as possible based on the type of duties they perform, and conform to departmental guidelines.

Uniformed employees must wear clothing that is as clean as possible based on the type of duties they perform, and conform to departmental guidelines.

At the discretion of the Department Director, Friday is designated as the day for casual dress and may apply to all employees who are not otherwise required to wear a uniform. While casual dress varies, it must be appropriate for a business environment and look neat and professional.

Special permission may be given by a Department Director to wear jeans, or other casual attire when work assignments warrant more casual attire such as moving boxes, cleaning out store rooms, or special events, etc. All clothing must be neat and pressed and not frayed, faded or have any holes.

Any employee working a part or half day shall maintain these standards. This applies to all employees and volunteers of the Town, full-time or part-time.

Any special circumstances (such as a medical issue) that would require deviation from these standards must be approved by an employee's immediate Supervisor.

Dress Guidelines:

	Business Casual	**Business Attire**
What	Business casual provides employees with an opportunity to dress more informally while maintaining a professional appearance.	Business attire is the traditional, professional business look.
When	Business casual is appropriate on normal business days when employees' duties do not involve the necessity to dress more formally.	As needed to present a professional appearance for meetings or special events, including but not limited to regular Town council work sessions, council meetings, meetings with businesses and/or when representing the Town.

Examples	Appropriate Business Casual Everything listed for business attire, plus the following: •Slacks (no jeans except on Fridays, if allowed) •Blazer/Sport Coat •Sweaters/ Cardigans •Knit golf shirts, polo shirts, Town logo shirts •Henley shirts •Banded collar shirts •Dress tee-shirt •Sports shirts with collars (short or long sleeves) •Vests (with appropriate shirts) •Leather boots, loafers, pumps, top siders •Open toe dress sandals •Canvas shoes (not athletic in nature) •Appropriate seasonal hosiery •Ankle pants	Appropriate Business Attire •Traditional 2 or 3-piece suit with tie •Slacks and sport coat, dress shirt with collar and tie •Appropriate hosiery •Dress shoes •Leather boots •Two-piece dress •Business dresses, coat dresses •Pant suits •Blouses/shells •Skirts •Gauchos (as long as it is part of a coordinated outfit with a blazer or jacket) •Cropped pants (six inches or longer from the ankle) with a coordinated blazer or jacket

2.2.1 Inappropriate Dress

Inappropriate items may include, but are not limited to:

- Shirts with slogans or large emblems (other than Town logos)
- Sweat/wind suits (shirts, jackets and pants)
- Jeans (unless on a casual day, in a field environment or as approved by the Department Director as appropriate for the work assignment)
- Athletic shoes/hiking boots (unless in a field environment or approved by the Department Director as appropriate for the work assignment)
- Sun dresses/skorts
- Strapless/backless attire
- Overalls
- Gauchos/Capri pants
- No undergarments should be exposed
- Flip flops
- All baseball caps or hats (or unless otherwise permitted for use outdoors for protection from the elements of weather) must be taken off when inside Town Hall or Library. Only Town logos or no logos are allowed on caps or hats.
- See through, netted, or crocheted clothing
- Short skirts (shorter than fingertip length when arms and hands are down by the side of the body)
- Provocative or revealing attire (including cleavage showing)

- Halter tops
- Exercise clothing, including exercise tights
- Leggings (unless worn under an appropriate dress/skirt)
- Shorts
- Untucked shirt tails for men only
- Tee-shirts (unless a Henley or dress tee-shirt)
- Tank tops
- Skirts with revealing slits
- Clothing that exposes the midriff (upper and lower)
- Clothes that do not fit properly (too tight or too baggy)
- Clothing not properly laundered or in good condition (faded, frayed, having tears or holes)
- Tattoos must be covered. Future visible (seen outside of uniform) piercings and/or tattoos, both men and women (must have prior approval).

Each Department Director is responsible for implementing the dress code and communicating it to department employees. Departmental dress codes may be more restrictive than this policy. Exceptions to dress codes may be approved by the Department Director under certain circumstances, including a special departmental event.

Complaints about the attire of an employee following this policy should be directed to the Department Director (or his/her designee in the absence of the Department Director) of the employee in question. The Department Director has the final authority to determine the appropriateness of the employee's attire.

Questions or concerns relating to reasonable accommodation issues or management interpretation questions may be directed to Human Resources.

2.3 Harassment and Discrimination

The Town of Sunnyvale prohibits all forms of harassing conduct, especially where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
3. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Harassment on the basis of any protected characteristic is strictly prohibited. Under this policy, harassment includes, but is not limited to "verbal, graphic or physical conduct of an offensive nature that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. This definition is also extended to an employee's relatives, friends or associates. Harassment: (a.) has the purpose or effect of creating an intimidating, hostile or offensive work

environment; (b.) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c.) otherwise adversely affects an individual's employment opportunities."

Hostile environment harassment occurs when verbal or physical conduct by an employee creates an intimidating, hostile, or offensive work environment. Hostile environment may take the form of, but is not limited to:

- Verbal expressions such as sexual propositions, sexual innuendoes, suggestive comments, sexually oriented kidding or teasing, and jokes of a sexual nature or about gender-specific traits (including through e-mail or other electronic communication).
- Nonverbal expressions such as obscene or indecent gestures, and displays of offensive printed or visual material.
- Physical conduct such as touching, patting, pinching, or brushing against another's body or any physical contact considered unacceptable by the recipient.

These policies apply to all applicants and employees, and prohibit harassment, discrimination, retaliation and false accusations whether engaged in by fellow employees, by a Supervisor or manager, or by someone not directly connected to the Town of Sunnyvale (e.g., an outside vendor, consultant, volunteer or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

All Town employees, elected and appointed officials are responsible for promoting a positive work environment by:

- Respecting the individual rights of others,
- Conducting themselves in a professional and businesslike manner,
- Promoting an environment where people feel responsible for and are free to address unwelcome or offensive conduct,
- Refraining from inappropriate or sexually harassing conduct, and
- Initiating actions to correct conduct of a sexually harassing nature.

Managers and Supervisors are responsible for:

- Working with Human Resources to address issues of inappropriate behavior, and
- Actively endorsing an environment free from unwelcome and offensive conduct.

Human Resources Department is responsible for:

- Supplying employees with education and awareness programs upon request through the Texas Municipal League (TML)
- Monitoring the application of corrective action, and
- Ensuring consistent administration of this policy.

2.3.1 Sexual Harassment and Discrimination

It is the right of all employees to perform their jobs in an environment free from all forms of harassment, including innuendo, physical contact, verbal suggestiveness or derogatory ethnic, racial or sexual remarks. While Supervisors are responsible for creating and maintaining an atmosphere free of harassment, employees are responsible for respecting the rights of co-workers. The Town will not tolerate conduct or material that is offensive to a reasonable employee.

Title VII of the Civil Rights Act of 1964, as amended prohibits discrimination on the basis of sex. Additionally, the Equal Pay Act of 1963 prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment; recognizing that not all employees perform at the same level, employee salaries may be different based on factors other than sex, including individual performance evaluations.

The Equal Employment Opportunity Commission defines unlawful Sexual Harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical harassment of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, including hiring, promotion, pay, fringe benefits, job training, classification, referral and other aspects of employment; and
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

It is the Town's policy to prohibit sexual harassment and discrimination in the workplace and this policy applies to all Town employees, elected and appointed officials, whether on Town premises or in a location where Town work or business is conducted, at any time during work hours or thereafter. All Town employees subject to sexual harassment by contractors, service employees, vendors, customers, volunteers and/or others who enter our workplace should use the Town's reporting procedures.

2.3.2 Rumors

Rumors and malicious gossip are detrimental to all concerned. Employees shall discourage the practice of starting and spreading rumors. Every member of our team has the right and obligation to get the facts from proper authority.

2.3.3 Complaint and Reporting Procedures

Any employee who experiences any job-related harassment based on sex, race, national origin, disability or age or who believes he or she has been treated in an unlawful discriminatory manner should promptly report the concern or complaint to the person the employee is having a conflict with, first. The Town encourages employees to resolve conflict at the lowest level possible, with sexual harassment as the exception. If a concern or complaint of this nature involves any other

Department Director, the matter should be reported to the Town Manager. Reference Appendix A for further details.

2.3.4 Anti-Retaliation

Employees who make a harassment or unlawful discrimination complaint or who report incidents of same, as well as any witnesses, who cooperate with the investigation, will not be disciplined or retaliated against for doing so. However, if after investigating any complaint or report of harassment or unlawful discrimination, the Town determines that the complaint or report is not bona fide and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or report who gave the false information. Any retaliatory adverse action because of such opposition or participation is unlawful and will not be tolerated.

Opposition to perceived discrimination includes threatening to file a discrimination complaint with EEOC, State agency, union or court, or complaining or protesting about alleged employment discrimination to a manager, co-worker or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. A complaint about an employment practice constitutes protected opposition only if the employee communicates to the Town a reasonable good faith belief that the practice opposed constitutes unlawful employment discrimination. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or Supervisors is not protected.

Further, the Town of Sunnyvale will not tolerate retaliation against any individual because he or she has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state employment discrimination statutes. The Town also prohibits retaliation against someone closely related to or associated with the employee exercising such rights.

The Town will not tolerate retaliation against anyone who alleges that they have been subjected to sexually harassing conduct. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Town expects that all relationships among people in the workplace will be professional and free of bias, prejudice and harassment. This policy applies to all Town employees, elected and appointed officials, whether on Town premises or in a location where Town work or business is conducted, at any time during work hours or thereafter. All Town employees subjected to sexual harassment by contractors, service employees, volunteers and customers should use the Town's reporting procedures.

The Town will thoroughly, promptly, and impartially investigate any claim of unlawful retaliation because of opposition to alleged discrimination or participation in a proceeding regarding alleged employment discrimination. If you believe that you have been retaliated against because of your opposition to an employment practice you reasonably believe to be discriminatory or because of

your participation in a hearing or proceeding regarding alleged unlawful discrimination, you should, as soon as possible, provide a written or verbal complaint to your immediate Supervisor.

The Town will investigate all complaints of prohibited retaliation which are reported pursuant to this policy. If the Town determines that an individual has suffered adverse action in retaliation for opposition to alleged employment discrimination or participation in a proceeding related to alleged employment discrimination, the Town will take effective remedial action appropriate to the circumstances. The Town will also take action to deter any future retaliation. If a complaint of unlawful retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

2.4 Internal Investigations and Searches in the Workplace

From time to time, the Town may conduct internal investigations pertaining to security, auditing or work-related matters. As a condition of employment, employees are required to cooperate fully with and assist in these investigations if requested to do so.

Lockers, vehicles, offices and other Town property used by employees are subject to inspection by authorized Town personnel at any time. Employees will not have any expectation of privacy in lockers, vehicles, offices, electronic communications and other Town property. Employees are required to cooperate. Failure to do so may result in disciplinary action up to and including termination.

The Town will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

The Town may conduct these inspections and searches for drugs, alcohol, or contraband on Town premises or in Town vehicles or equipment wherever located. Searches or inspections may be initiated without prior notification and conducted at times and locations deemed appropriate by the Town. However, an effort will be made to conduct searches upon reasonable notice to employees, so that they may be present for such searches. Personal effects include, but are not limited to, personal vehicles, baggage, lockers, desks, lunch boxes and offices.

2.5 Legal Issues

If you are confronted with a situation which might establish a precedent in the way the Town of Sunnyvale does business or may result in any risk to the Town of Sunnyvale, its officers or other employees, immediately notify your manager who will contact the Town Manager and legal counsel. An important point to remember is that an attorney can be more effective if advice is asked for and received prior to any action on your part.

2.6 Loitering

Employees will remain on the job except when required to be elsewhere on Town of Sunnyvale business. Loitering or visiting during working hours causes disruptions and distractions, which adversely affect efficient team operations.

2.7 Open Door and Grievance and Appeal

The policy of the Town is that of an open shop. No employee need belong to any labor organization in order to be employed or to continue his/her employment with the Town. We believe it is in the best interest of both the Town and the employee to deal directly with each other.

Communication is the primary path to understanding between individuals. Good communication is essential to personal accomplishment, progress and satisfaction. This requires a good working relationship between employees and their department management.

All benefits and conditions of employment, such as those outlined in this handbook will be administered in a fair and consistent manner. Employees who feel that this is not being done, or who have a suggestion or complaint, are encouraged to have the issues reviewed by management. Any employee is welcome to walk through the door of any member of management to discuss business-related problems … there are no closed doors in the Town.

Misunderstandings or conflicts can arise in any organization. To promote a positive working environment it is important that such issues be addressed before serious problems develop.

It is the desire of the Town to: a) provide timely grievance review procedures to all employees; b) facilitate free discussion of employment and employee problems between employees and Supervisors to foster better understanding of administrative policies, procedures and practices; c) promote reaching the right decision (rather than determining who is right) in a climate of mutual understanding and objective, factually-based thinking; d) assure that those who file grievances are not retaliated against; and , e) assure this policy is followed.

Items Covered by this Policy - Misapplication of written policy, regulation or procedure of the Town or department for whom the employee works which has personally affected the employee filing the grievance. Any regular employee may file a grievance to request a hearing regarding departmental decisions considered by the employee to be harmful, unfair, or discriminatory.

Items Not Covered by this Policy - The following items are not covered under this policy and should be resolved through the employee's chain of command:

- Generalized feelings of unfairness. A grievance must be specifically related to a written policy, regulation, action or procedure.
- Complaints questioning the substance of a policy, rule or regulation. Policy formulation is reserved as a right of management.

- Employment terminations that take place during the employee's probation period or when the probation period has been extended.
- Employees who are impacted by a workforce reduction will not be afforded the grievance and appeal process.

2.7.1 Implementation Procedures

Pre-Grievance Discussion - To promote harmony in each department and foster goodwill among employees, employees should always attempt to handle at the lowest level possible by taking their questions or concerns to the individual with whom they are having a conflict with. If that is unsuccessful, the employee should notify their immediate Supervisor so that they can be resolved through a discussion between the employee and the Supervisor. The immediate Supervisor is obligated to give a response as soon as possible. If employees are not satisfied with the response received, a grievance may be filed.

Next Step – Filing a grievance with Human Resources. The affected employee will complete a written statement of the grievance, citing the specific policy or policies that have been violated or action taken, or why an action is unfair or discriminatory, including the direct and adverse effect the violation or action had on the employee. The completed statement must be submitted to the party responsible for the adverse action within ten (10) working days.

If the employee feels that his/her first written grievance does not satisfy him/her, the employee may proceed to the next step by submitting the written grievance statement to the Town Manager.

Last Step – Filing a grievance with the Town Manager. The Town Manager will review all information presented by the employee. The Town Manager will render a final determination, in writing. The determination of the Town Manager is final and not subject to further appeal.

2.8 Outside Employment

No employee will engage in outside employment, including self-employment where a conflict exists between the outside employment and your employment with the Town. In general, outside work activities are not allowed when they:

- Adversely affect the employee's performance in the service of the Town;
- Result in the illegal use of a Town position for personal gain;
- Constitute a conflict of interest;
- Result in the use of Town property, equipment or funds;
- Bring the Town into disrepute;
- Reflect discredit upon the employee; and,
- Prevent employees from fully performing work for which they are employed at the Town, including overtime assignments.

Outside employment may be subject to approval by the employee's Department Director and subject to departmental rules.

From time to time, Town employees may be required to work beyond normally scheduled hours. Employees must perform this work when requested. In case of conflict with any outside activity, the employee's obligation to the Town must be given priority. Employees are hired and continue in the Town's employment with the understanding that the Town is their primary employer and that other employment or commercial involvement that is in conflict with the business interests of the Town is strictly prohibited. This applies to regular full-time employees. In this case, part-time Firefighters are excluded. Firefighters who are part-time are known to have multiple other occupations that require priority.

2.9 Personnel File

The task of handling personnel records and related personnel administration functions of the Town is the responsibility of the Human Resources Department. All questions regarding insurance, wages, and interpretation of policies may be directed to HR. Each Department Director is responsible for ensuring that appropriate information is sent to HR in a timely manner.

The personnel files maintained by HR are property of the Town of Sunnyvale. Employees may request to review their file at any time by scheduling an appointment with HR and by completing a Request to View Personnel Files Form in the HR Department, or by completing an Open Records Request Form through the Town Secretary's office. At no time may any employee remove any item from an employee's personnel file (either his/her own file or the file of a subordinate) without the approval of the HR Department and Town Manager.

The Town Manager may not remove any items from his/her personnel file without the expressed written consent of the Mayor and Town Council of Sunnyvale.

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify your Supervisor or the HR Department when possible:

1. Legal name
2. Home address
3. Home telephone number
4. Emergency contact
5. Dependents
6. Marital status
7. Beneficiary change
8. Driving record or status of drivers' license, if operating any Town vehicles
9. Military or draft status
10. Exemptions on W4 tax form

Coverage or benefits that you or your family may receive under the Town's benefits package could be negatively affected if the information in your personnel file is incorrect. Appropriate benefits providers (health, dental, retirement, etc.) should be notified when employees have changes in:

1. Name and/or marital status
2. Address and/or telephone number(s)
3. Dependents
4. Beneficiaries

2.10 Political Activity

It is the policy of the Town to encourage employees to fully exercise their constitutional rights as citizens to vote and participate in political activities. Although this policy exists, Town employees are subject to the restrictions contained herein regarding political activity, except as may be otherwise provided by law.

No employee will use working hours or Town property in any way for soliciting or receiving any subscription, contribution or political service on behalf of any candidate for public office.

No employee may seek or hold an appointive or elective Town office or position on any Town board or commission, or any other office where service would constitute a direct conflict of interest with Town employment.

No employee will engage in political activities in violation of law or this policy while on duty, while in uniform or in a vehicle that identifies the employee as a Town employee, while in the offices, buildings, or non-public areas of Town property. Employees may not use their official title or status to engage in political activities.

For the purposes of this section, employees engage in political activity if they do any of the following within the Sunnyvale Town limits on behalf of a candidate during a Town of Sunnyvale election:

- Makes a public political speech supporting or opposing a candidate;
- Distributes a card or other political literature relating to the campaign of a candidate;
- Wears a campaign button;
- Solicits votes for a candidate; and,
- Solicits campaign contributions for a candidate

2.11 Romantic and Sexual Relationships

The purpose of this policy is to establish guidelines regarding workplace relationships to ensure the integrity and effectiveness of the chain of command and to prevent a conflict of interest which can affect supervision, productivity, safety or security when Supervisors, managers, and co-workers engage in romantic and sexual relationships. It is also intended to reduce the risk of sexual harassment allegations, and to protect employees from coercive or hostile relationships that may damage morale and reduce productivity because of bias, favoritism, or harassment.

Relationships shall be prohibited when they could result in unfavorable criticism or disruption of daily activities of the Town, or interfere with the performance of duties. Any such relationship will be considered to have an adverse effect in the workplace if:

A. The employees involved have a direct reporting relationship at work;
B. It unreasonably interferes with or materially and adversely affects either employee's work performance, objectivity, judgment, professionalism, reputation or ability to conduct himself or herself in an appropriate professional manner; or
C. It unreasonably interferes with or materially and adversely affects the work environment of other employees; or
D. It results in sexual harassment or allegations of sexual harassment.
E. Any member of the Town staff in a Supervisory position who becomes engaged in a romantic and/or sexual relationship with an employee over whom they have authority must promptly report the relationship to the Town Manager (by submitting a report to the Town Manager) and to their immediate Supervisor. The Town Manager or his/her representative will be responsible for taking appropriate action in such situations.

2.12 Safety and Occupational Health

Safety must be a primary concern of each and every employee. The policy of the Town of Sunnyvale is to provide every reasonable and practical safeguard, and to minimize hazards. It is expected every employee will observe extreme care, both in personal habits and working habits.

For Workers' Compensation, reference Appendix B.

Employees are never to take unwarranted risks and shall at all times maintain a defensive attitude to prevent mishaps. If potential hazards are observed, Supervisors are to be advised immediately. Disregard of safety precautions and regulations, carelessness, neglect or willful disobedience of instructions will be cause for disciplinary action and, if repeated, discharge for misconduct.

The safety and health of the people that make up the Town of Sunnyvale personnel is of critical importance to our organization. We do not accept accidents, or the injuries and illnesses that result from them, as a cost of doing business. Our strong belief is that *accidents are preventable.*

The Town of Sunnyvale's commitment to the safety and well-being of all its personnel and contractors is expressed through the following key objectives.

- Safety and health hazards are treated through a systematic risk control management process; identify, assess, control, and monitor. This means that procedures and equipment to control hazards will be well conceived technically, implemented with conviction, enforced, and audited for effectiveness. Compliance with governmental laws and standards will be a part of this process.
- Management will devote the necessary personnel resources and adopt practices, which foster employee participation to help meet their responsibility for safety. Excellence in

this discipline requires the planned and actively coordinated involvement of all levels of personnel in an organization.

- Each individual will follow established procedures and be held accountable for the safety responsibilities they are given. Each individual is also responsible for prompt reporting to management of any work practices or conditions that are felt to be unsafe or hazardous. It is the incumbent responsibility of management to act quickly on all such reports.
- We will undertake the education and training of personnel as a means to support and facilitate the desired level of performance. Our intent is to create an environment in which employees will be motivated to conduct their activities with proper concern for themselves and others.
- Our process will incorporate safety and health considerations within the criteria by which product design and manufacturing performance are evaluated.
- Management will provide meaningful and open communication on safety and health matters at all levels in the organization.
- We will be mindful of and participate in the development of responsible laws, regulations, and standards that promote improved safety methods and protective equipment.
- Any hand or power tools will be regularly inspected, properly guarded and have safety guards in place.

Our mindset is that excellence in the safety area requires an organization to manage related programs and activities in the same fashion that it aspires to manage the overall business. No job is so important that we cannot take time to perform our work safely and with proper regard for our surroundings.

2.12.1 Housekeeping

In order to convey an image of efficiency and professionalism, all office and public areas in all Town facilities should be kept neat and orderly.

Employees are encouraged to personalize their workspace as long as pictures, posters, decor, etc. are tasteful, professional and non-offensive to co-workers and others.

Whenever possible, boxes and other storage items should remain out of the sight of the general public and visitors within a facility.

Employees should leave public areas, coffee stations, conference rooms, restrooms, break areas, and kitchen areas in a clean and orderly condition for guests and other employees. This not only leaves our facility clean, but also avoids the spread of infectious diseases, which in turn keeps employees healthy. Good housekeeping procedures include addressing slip-and-fall hazards by mopping up spills and leaks immediately after they happen.

The Town will ensure the following housekeeping and sanitation procedures are in place in accordance with OSHA:

- General neatness

- Regular disposal of trash
- Passageways, driveways, and walkways clear
- Adequate lighting
- Oil and grease removed
- Waste containers provided and used
- Adequate supply of drinking water
- Sanitary facilities adequate and clean
- Adequate ventilation

2.13 Solicitations

The use of Town facilities for the purposes of solicitations to employees is against Town policies unless approved in advance by the Town Manager or the Human Resources Department.

Supervisors and management should ensure that subordinate personnel are not pressured to participate in any solicitation activities regardless of whether or not these functions are approved and/or sponsored by the Town.

Persons not employed by the Town may not solicit the Town employees for any purposes on Town premises unless approved in advance through the Town Manager. All such requests must be routed through the Human Resources Department to ensure the request is forwarded through the appropriate channels and all employees are notified.

2.14 Tobacco Use

The Town of Sunnyvale strives to provide a healthful, safe, and comfortable working environment for all employees and visitors. The use of any tobacco products by employees and visitors is therefore prohibited throughout all facilities and vehicles owned, managed and operated by the Town. Employees and visitors who wish to partake of tobacco products must therefore leave the building and use only designated areas outside which have appropriate smoking waste disposal receptacles. Employees are permitted to leave the building to smoke only during scheduled break times.

2.15 Town Vehicles

Town vehicles will only be operated by employees of the Town who possess a valid Texas Driver's License, plus other licenses or certifications as required by law dependent upon the employee's job responsibilities and licensing requirements as outlined in the employee's job description. Employees are responsible for immediately notifying the Town if they receive any violations or summonses while in possession of, or while operating a Town vehicle, or if their license becomes suspended.

An employee found liable for the violation may be subject to internal disciplinary action as determined by the affected employee's Department Director.

Only Town employees or vendors approved by the Department Director are authorized to operate a Town vehicle. In addition, non-Town employees or other Town employees will not be allowed as passengers in Town vehicles except in cases where they are conducting Town business with Town staff, or when an emergency medical situation arises where it would be unsafe for the employee to operate the vehicle.

2.15.1 Alcohol and Drug Use

Employees are strictly prohibited from operating a Town vehicle or equipment with any detectible alcohol or illegal drugs in their system; and are likewise prohibited from using prescription or over the counter medication that might impair their ability to safely operate a motor vehicle or equipment. Employees, other than a certified peace officer, are also prohibited from carrying a weapon in a Town vehicle. All Town vehicles are subject to searches in the workplace as deemed appropriate by management.

2.15.2 Assignment of Town Vehicles

Town vehicles will be assigned based on the recommendation of the Department Director with Town Manager approval for emergency response purposes. Vehicles may be taken home only by employees that reside within the ten (10) miles of Town Hall, and the vehicle is equipped with tools and/or instrumentation that are essential in an emergency response situation and the employee responds directly to the scene of the emergency and is trained to use the tools and equipment. If response is on a rotation basis, each employee will only take home the vehicle when in “on-call” status. The decision to assign a vehicle to an employee will be based upon efficient and effective service delivery provided by the employee assigned to the vehicle, on overall Town service delivery and driving history with the Town.

Driving history with the Town includes traffic citations incurred or traffic accidents involved in while operating a Town vehicle during the employee’s normal duties on their work time.

Aside from providing Town services and conducting Town business, Town vehicles may not be used for personal business unless approved by the Town Manager, unless the vehicle is assigned to a public safety employee who has authorization for personal use by the Town Manager, or when use of the Town vehicles is for overnight and/or out of town travel as outlined in the Town’s travel policy.

2.15.3 Cell Phones

Employees may not use a wireless communication device to view, send, or compose an electronic message or engage other application software while operating a motor vehicle except while the vehicle is stopped; strictly to engage in a telephone conversation, including dialing or deactivating the call, as a global positioning or navigation system that is affixed to the vehicle, for obtaining emergency assistance to report a traffic accident, medical emergency, or serious traffic hazard. This paragraph does not apply to an operator of an authorized emergency vehicle using a wireless communication device while acting in an official capacity or an operator of a Utility Department vehicle using technology to obtain meter readings.

2.15.4 Preventative Maintenance

Employees assigned a Town vehicle must comply with any preventative maintenance programs that may be required by the Town. Town vehicles or equipment will not be altered in any way without first obtaining permission of the Town Manager. No Town vehicle or equipment will have any stickers, posters, signs or any other similar attachment placed on or affixed to it unless previous written approval has been obtained. All Town vehicles owned, managed and operated by the Town are designated as tobacco free, as such, use of any smokeless tobacco products are strictly prohibited. All Town vehicles and equipment shall be kept free of litter and debris. The physical appearance of the vehicle must create a positive impression, this includes the inside and the outside. Since Town vehicles are often used by multiple drivers, it is the responsibility of the current driver to "tidy up" the vehicle by the end of their work day. Consequences for consistent litter or debris left inside or outside of the Town vehicle will be at the Department Director's discretion.

2.15.5 Traffic Accidents

In case of a traffic accident, the employee driving the vehicle will immediately notify his/her Supervisor, the appropriate Department Director, (the Director will then notify the Town Manager), Risk Management and the nearest Police Department to report the accident and complete a full accident report. Copies of the report should be submitted to the employee's Department Director who will forward it to the Town Manager and Risk Management. Employees involved in a vehicle accident will be required to submit to a for-cause drug and alcohol test within four (4) hours of the accident.

2.15.6 Use of Personal Vehicles for Town Business

Any personal vehicle used to conduct Town business must, at a minimum, have personal automobile insurance coverage, a current registration sticker, and current license plates for the vehicle consistent with Texas Statutes. Employees must also possess a valid State of Texas driver's license appropriate for the vehicle. If an employee uses his/her personal vehicle, the reimbursement rate will be based on the current mileage rate allowable by the IRS multiplied by the number of miles driven or the approved round-trip commercial coach airfare, plus transfers, rental car (if applicable), whichever is the lower amount. All drivers and Town business travelers in an employee's personal vehicle must wear seatbelts and obey traffic laws. Airbags should not be rendered inoperable on vehicles so equipped. Any traffic citations incurred by an employee while driving a personal vehicle will be paid for by the employee responsible for the violation.

2.16 Travel Expenses

These policies involving reimbursable expenses apply to all travel made by Town employees while conducting Town business or attending approved training programs outside of the limits of the Town of Sunnyvale.

Only travel and/or training that has been approved in the annual Town budget will constitute as approved travel and training. The Department Director, or Town Manager must, specifically approve travel that has not been authorized in the annual Town budget.

As a general rule, the Town will reimburse travel expenses, which are reasonable in amount and are ordinary and necessary when considering the purpose of the trip. Employees are expected to show good judgment in claiming travel expenses giving proper regard for economy while conducting Town business.

Employees must exercise caution when choosing their lodging for travel and training outside of the limits of the Town of Sunnyvale. Employees are expected to make sound decisions in choosing their lodging location and proximity to the specific training or education location. If employees feel they are put in any sort of immediate danger or risk directly related to the safety of their lives by lodging at a hotel that is not directly attached to the training or conference location, they may choose to lodge at the training or conference location itself, regardless of the lodging costs and at the Town Manager's discretion. Employees are eligible to be reimbursed for this cost (that may exceed the daily base lodging allowance set by the Town Manager) as long as the cost of the lodging location is necessary and will be at the Town Manager's approval.

2.16.1 Reimbursable Expense Items

The following list of reimbursable expenses is intended as a guide, and is not necessarily all-inclusive. Discretion remains with each Department Director in approving travel expenses to provide for unusual circumstances.

Most training and travel will be conducted within the state of Texas, but some training and travel will be held out of state. In those instances, employees are still expected to keep travel expenses reasonable and ordinary. However, the Town understands the cost of living differences vary by state. In the case that you travel out of state and must incur lodging and meal expenses, differential reimbursements will be decided at the Town Manager's discretion. The Town reminds you not to exceed costs which are reasonable, ordinary and necessary.

The Town has researched and calculated a daily base reimbursement for lodging expenses. Geographical locality will be a factor calculated into the costs only if employees are attending a training outside of the state of Texas, in which case cost of living will be factored in. Employees will be reimbursed at a base of one hundred and twenty dollars ($120) per night per employee. Again, as safety is a top priority in the employee's lodging decision, the Town encourages employees to research the reasonable and necessary option for lodging that is also the safest for their well-being. Town Manager may approve an increase in the per night lodging base reimbursement if the employee explains their reasoning behind the matter.

The employee is expected to select the mode of transportation, which will be most economical to the Town considering cost and time consumed. If the employee can save the Town substantial funds by going earlier or staying an extra day, the additional incurred expenses for hotel and food

may be approved. Town vehicles will be utilized when feasible and approved by the Department Director.

Public transportation will be used in those cases where it is most economical when considering travel time and other factors. When using air transportation, employees will travel in the coach section. Whenever possible, early booking is encouraged, if it will insure a discounted rate. Verification in writing of the savings on the airline tickets must be provided. Analysis should include hotel and food costs.

When an individual uses a personal vehicle, he or she shall be reimbursed at the mileage rate currently allowed by the Internal Revenue Service (https://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates).

Reference Appendix C for Employee Meals Reimbursements.

Employees will be reimbursed according to the rates provided above upon returning from the conference or seminar. If this presents a hardship for any employee, the employee is responsible for informing their Department Director of the hardship. The Department Director shall inform the Finance Department Director of the hardship in writing and the Finance Department will determine the appropriate action.

Expenses will be allowed for adequate lodging appropriate to the purpose of the trip. Receipts for lodging must be provided to obtain reimbursement.

Registration fees are reimbursable. A receipt or some other proof of the fee, such as a copy of the registration form setting forth the rate shall be provided.

Charges for telephone, fax and other forms of telecommunication messages will be allowed within reason.

Charges for car storage, car rental, taxis and other miscellaneous expenses will be allowed for reimbursement if reasonable, ordinary and necessary. All such charges are to be supported by receipt when a receipt is normally made available.

Situations may arise where the employee will feel it is necessary to entertain their guests or hosts. Entertainment costs are not to exceed costs which are reasonable, ordinary and necessary. If there are multiple employees at the entertainment event (i.e. dinner, celebratory occasion, etc.), the most senior employee will pay for and incur the costs. This is at the Department Director's discretion to approve reimbursement for these costs. If the Department Director incurs the entertainment costs, the Town Manager will decide approval.

2.16.2 Travel Expense Report Procedure

All employees must complete and sign a travel expense report and forward it to their Department Director within ten (10) days after returning from any travel. Department Directors will review the report and, if approved, sign and forward the originals to Human Resources. The Town Manager must approve and sign all Department Director travel expenses. Such documents will then be presented to the Accounts Payable department including all necessary receipts, for processing.

2.17 Tuition Reimbursement

Regular full-time employees may receive reimbursement for certain expenses for employment related continuing education. Regular full-time employees are eligible for tuition reimbursement after one year of full-time employment with the Town. Part-time employees are not eligible for tuition reimbursement. The education costs to be reimbursed must be beneficial to the Town.

Reimbursement is limited to tuition and mandatory fees required of all students taking courses at the educational institution. Supplies, books, and other variable expenses such as parking shall not be reimbursed. Employees must receive written authorization from their Department Director prior to taking the class in order to receive payment.

2.17.1 Education Expenses

Costs must be incurred as a result of enrollment in and successful completion of courses taken at accredited colleges, universities, and veteran approved technical schools, or business school.

Costs must be for courses completed within the current fiscal year.

Costs cannot be for courses required by the department. Department related courses should be reimbursed through departmental employee development funds.

Employees must submit proof of tuition payment and successful completion within ninety (90) days of the last official day of classes for the semester to qualify for reimbursement.

2.17.2 Limitations

Undergraduate participants will only be reimbursed for a course grade of “C” or better. Employees taking pass-fail courses will be reimbursed only for courses they pass.

Graduate level participants will only be reimbursed for a course grade of “B” or better.

Employees taking technical certification courses or general job related courses for non-credit must obtain a certificate of successful completion or official documentation showing their successful completion of the course.

Educational expense reimbursements are limited to a maximum of $2,000.00 per employee per fiscal year.

No single reimbursement shall exceed $1,000.00 per semester, regardless of actual costs.

Reimbursements shall be adjusted to take into consideration any payments made to employees as a result of scholarships, veteran's benefits, or any other agency grand funding.

Should, for any reason, the participant's employment with the Town terminate within two years following the participant's most recent reimbursement, the amount reimbursed by the Town for the past two years will be repaid to the Town by the employee, either by cash settlement or payroll deduction from the employee's final pay check.

2.18 Weapons Possession

The Town strictly prohibits any employee, other than a certified peace officer, from carrying a weapon on or about his/her person on Town property or while conducting Town business, regardless of whether or not the employee is duly licensed by the State of Texas to carry a concealed handgun or abiding by the open carry law placed into effect on January 1st, 2016, unless authorized to do so by the Town Manager, and in accordance with all applicable laws and regulations.

The term "weapon" under this policy statement is defined as any instrument or gun that is specifically designed, made or adapted for the purpose of inflicting serious bodily injury or death to another. This includes, but is not limited to clubs, firearms, handguns, illegal knives, explosives, crossbows, bows and arrows, throwing stars and knuckles.

The term Town property under this policy statement includes not only Town buildings and property, but also other assigned work locations, Town vehicles and equipment, and private vehicles while being used for Town business for which the Town pays a car allowance or mileage reimbursement. The term Town Building means any and all buildings or portions of buildings owned, leased, or otherwise controlled by the Town of Sunnyvale.

Should an employee be confirmed to have violated this policy, the employee will be terminated.

An exception to the above will be made for those Town employees who are in the course of conducting Town business and are traveling to and from a special function, training seminars, etc. outside the immediate area of the Town of Sunnyvale and not in a Town vehicle.

2.19 Whistleblower

The Town of Sunnyvale will investigate any possible fraudulent, illegal or dishonest conduct by any employee up to and including the Town Manager. Anyone found to have engaged in fraudulent, illegal or dishonest conduct is subject to disciplinary action by the Town of Sunnyvale up to and including termination and/or civil or criminal prosecution.

All employees are encouraged to report possible fraudulent, illegal or dishonest conduct (i.e. a whistleblower). An employee should report his/her concerns to his/her Supervisor, manager or Department Director. If for any reason an employee finds it difficult to report his/her concern to those individuals, the employee may report it to any member of management, the Town Manager, Human Resources, or the Town Attorney.

2.19.1 Implementation Procedures

An employee should report his/her concerns to his/her Supervisor, manager or Department Director. If for any reason, an employee finds it difficult to report his/her concern to those individuals, the employee may report it to any member of management, the Town Manager, Human Resources Department or to the Town Attorney.

The Town will conduct or direct the investigation of all suspected fraudulent, illegal or dishonest conduct in consultation with such Town officials as may be necessary or appropriate. Cases involving possible violations of criminal law will be investigated in cooperation with the Police Chief or his/her designee.

2.19.2 Protection

The Town will protect whistleblowers as defined below:

- The Town will use best efforts to protect whistleblowers against retaliation, as described below. There is no guarantee of confidentiality and there is no such thing as an "unofficial" or "off the record" report. The Town will keep the whistleblower's identity confidential, unless:
    1. The person agrees to be identified;
    2. Identification is necessary to allow the Town or law enforcement to investigate or respond effectively to the report;
    3. Identification is required by law; or
    4. The person accused of wrongdoing is entitled to the information as a matter of legal right in disciplinary proceedings.
- Employees may not retaliate against a whistleblower with the intent or effect of adversely affecting the terms or conditions of employment (including but not limited to threats of physical harm, loss of job, punitive work assignments, or impact on salary or wages). Whistleblowers who believe that they have been retaliated against may file a written complaint with a Reporting Party. A proven complaint of retaliation shall result in a proper remedy for the person harmed and the initiation of disciplinary action, up to and including termination, against the retaliating person. This protection from retaliation is not intended to prohibit management from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

Whistleblowers must avoid Baseless Allegations. Employees making Baseless Allegations may be subject to disciplinary action up to and including termination and/or legal claims by individual's accused of such conduct, at the Town Manager's discretion.

Additional Resources for Assistance

Employees who have questions regarding this policy may contact their department management team or Human Resources for clarification. Employees who wish to express a concern under the Whistleblower policy may do so to:

- Any Supervisor, manager or Department Director
- Human Resources Department
- The Town Manager
- The Town Attorney

2.20 Workplace Violence

Consistent with this policy, acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Town or which occur on Town property, will not be tolerated. All reports of incidents will be taken seriously and will be dealt with appropriately.

Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions on any Town of Sunnyvale property or site or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Town premises, regardless of the relationship between the Town and the parties involved in the incident.
- All threats or acts of violence occurring off the Town premises involving someone who is acting in the capacity of a representative of the Town.
- All threats or acts of violence occurring off the Town premises involving an employee of the Town if the threats or acts affect the legitimate business interests of the Town.
- Any acts or threats resulting in the conviction of an employee or agent of the Town, or of individual performing services for the Town on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the Town.

Violations of this policy by any individual on Town property, by any individual acting as a representative of the Town while off Town property or by any individual acting off of Town property when his/her actions affect the Town's interests will lead to disciplinary action, up to and including discharge, and/or legal action, as appropriate. No provision of this policy shall alter the at-will nature of the employment relationship.

2.20.1 Reporting Procedures

Any potentially dangerous situations must be reported immediately to a Supervisor or to the Human Resources Department. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a

situation will be counseled and the results of investigations will be discussed with them. The Human Resources Department will conduct all investigations. Individual Department Directors and/or Supervisors may be called upon to assist in the investigation. The Town's Human Resources Department will actively intervene at any indication of a possibly hostile or violent situation.

3 Benefits

The Town of Sunnyvale has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement.

The Town of Sunnyvale reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the Town reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

Given the ever-changing nature of health, dental, vision, life insurance, and other benefit plans, your rights, benefits and obligations can be determined only by referring to the full text of the official plan documents that are provided for each employee upon enrollment in any benefit plan. Copies are also available for your examination in the Human Resources Department. To the extent that any of the information contained in this document is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

3.1 Compensation

3.1.1 Buy Back – Sick and Vacation

Once every quarter (four (4) times a year) employees have the chance to partake in the "Buy Back Program" for the Town. Employees must have a minimum of one hundred and twenty (120) hours of Sick time in their current leave balance, but they can take any excess amount of Sick time over one hundred and twenty (120) hours at their normal wage. They must have a minimum of forty (40) hours of Vacation time in their current leave balance, but they can take any excess amount of Vacation time over forty (40) hours at their normal wage. Buy back is only eligible to employees who were hired prior to this employee handbook adoption. Employees hired prior to adoption of this handbook are "grandfathered" in. The following quarterly dates are subject to change.

- Quarter 1: April 1st
- Quarter 2: July 1st
- Quarter 3: October 1st
- Quarter 4: December 1st

3.1.2 Cell Phone and Car Allowances

Employees whose job duties include the frequent need for a cell phone may receive extra compensation, in the form of a cell phone allowance, to cover business-related costs on their personal cell phone. No further reimbursement for cell phone costs is available to employees who receive such an allowance. The Town shall maintain a limited number of cell phones assigned to a specific department or piece of equipment. These phones are intended to be used only during work hours and personal use of these phones is strictly prohibited.

1. **Eligibility:** Employees eligible for a cell phone allowance generally include Department Directors, Supervisors, and full-time employees whose job duties regularly require emergency call back, irregular work hours or other job related factors that require the employee to routinely utilize a cell phone to enhance their ability to perform their job duties. Department Directors shall recommend which employees within their departments qualify for a cell phone allowance. The Town Manager shall give final approval on all cell phone allowances.
2. **Allowance Amount:** Reference Appendix D for Allowance Amount.
3. **Allowance Payment**: The approved cell phone allowance will be paid monthly or weekly, depending on employee, as part of the employee's direct deposit and will be subject to all applicable payroll taxes. This allowance does **not** constitute an increase to base pay, and will **not** be included in the calculation of percentage increases to base pay due to salary increases, promotions, etc.
4. **Public Information:** Employees should be mindful that any communications sent, whether business related or personal, may be subject to disclosure under the Public Information Act. As such, employees receiving a cell phone allowance are required to retain work related communications in accordance with the Town's Confidential Information policy.

Employee Responsibilities: The employee must retain an active cell phone service as long as a cell phone allowance is in place. The employee must provide their Department Director with their current cell phone number and immediately notify the Department Director if the number changes. Employees receiving a cell phone allowance are expected to carry the cell phone on their person both on and off duty and respond when called for Town business.

Employees may choose the cellular service provider and plan design of their choice. Because the employee owns the cell phone personally, and the allowance provided is taxable income, the employee may use the phone for both business and personal purposes, as needed. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of the cell phone allowance.

If, prior to the end of the cell phone contract, a personal decision by the employee, or employee misconduct, or misuse of the phone, results in the cell phone allowance being discontinued or the need to end or change the cell phone contract, the employee will bear the cost of any fees associated with that change or cancellation. For example, if an employee resigns, and no longer wants to retain the current cell phone contract for personal purposes, any cancellation charges will be the employee's responsibility.

Department Assigned Cell Phones: Town owned cell phones assigned to departments shall be used by multiple employees on an as-needed basis during the work day and are intended solely for Town business use. Personal use of such phones for anything other than a personal emergency shall subject the employee to disciplinary action and require appropriate reimbursement to the Town. Such phones will not be assigned to an individual and shall not be taken home by employees except periodically when an employee is assigned by the department to be "on call" after normal work hours.

Individually Assigned Cell Phones: Town owned cell phones assigned to individuals shall be used by employees on an as-needed basis during and after the work day and are intended solely for Town business use. Personal use of such phones for anything other than a personal emergency shall subject the employee to disciplinary action and require appropriate reimbursement to the Town.

Certain employees are eligible for a car allowance. This allowance will have been discussed prior to your date of hire. Those eligible employees will be reimbursed monthly and the amount will be determined by the Department Director with the Town Manager's approval.

3.1.3 Compensatory Time

The Fair Labor Standards Act (FLSA) permits public sector employers to give exempt and nonexempt employees compensatory time (comp time) off in lieu of monetary overtime compensation. Comp time will be given at the employee's normal hourly rate to exempt employees. Comp time will be accrued at time and one-half hours at their normal hourly rate to nonexempt employees. Under the FLSA, compensatory time will be granted only if it is mutually agreed upon by the Town and the employee.

Per FLSA, nonexempt employees can choose to accrue comp time versus overtime. Comp time hours will be given at a rate of one and one-half hours at the employee's normal hourly rate. Calculations will be done by Payroll. All nonexempt employees will distinguish whether they would like to accrue excess hours worked over forty (40) hours, as comp time or overtime. Comp time will be paid out at time of termination, whether voluntary or involuntary for all nonexempt employees. Exempt employees will not be paid for any accrued compensatory at any time. Nonexempt employees, when they request it, must be compensated for their comp time at any time of employment. Nonexempt employees have a max accrual of twenty-four (24) hours. After max accrual, employees will be paid overtime.

Compensatory time is to be recorded on the timesheet in the "Comp Time Earned" column. Anytime Compensatory time is taken, it must be recorded on the timesheet in the "Comp Time Taken" column.

3.1.4 Evaluation and Performance Management

The work performance of employees is evaluated on a continuous basis. Evaluation Reports are submitted on each employee according to the following schedule.

- Post Probationary Evaluation – At the end of the 6th month of employment
- Mid-term Counseling – Period half way between the Annual Evaluation
- Annual Evaluations – Month of April
- Special Evaluations – As required

The evaluations are devised to gain significant facts concerning the details of the quality and quantity of work performed, the conduct and work habits of the employee, and other factors having bearing on the employee's performance and value to the organization.

Starting wage for an individual will be determined by his/her qualifications, previous experience, and education level in the job he/she is to perform. Periodic evaluations will be made, ***but such evaluations do not mean that an automatic increase will result.*** The results of evaluations, among other factors, will merely help substantiate whether or not an employee is entitled to a merit increase. It will also play a role in any future disciplinary decision making processes and/or lateral transfers. Evaluations shall consider the following key factors:

Job Knowledge **Work Quality**
Initiative **Communication/Listening Skills**
Customer Service **Teamwork**
Organizational Climate/Equal Opportunity
Technical Knowledge – Applicable to Firefighters and Police
Leadership/Supervisory Skills – Applicable to Supervisors and Directors

Reference Appendix E for the Employee Performance Evaluation Process.

3.1.5 Out of Capacity

Employees who are assigned full responsibility for performing the duties of a higher established position may be compensated at a higher pay rate, if the assignment is for more than ten (10) consecutive working days. In no case may an employee receive Out of Capacity Pay which places the employee's salary higher than the incumbent in whose position he or she is serving. Out of Capacity pay will be determined by the Department Director and requires the approval of the Town Manager if the amount is not within the budget.

3.1.6 Overtime

Nonexempt Employees

The FLSA requires those nonexempt employees be paid time and one-half (one and one-half times their rate of pay) for every hour actually worked in excess of forty (40) hours for regular employees or one hundred and sixty-eight (168) hours for Fire shift personnel in their designated work cycle. Hours worked includes all time required or allowed to be worked or to be on duty at the workplace. This includes jury duty or job-related subpoenas, unless otherwise approved by

the Town Manager. Employees must provide a copy of the jury duty summons or subpoena to their Supervisor.

For nonexempt employees, overtime compensation will be at time and one-half and compensatory time will be accrued at the employee's regular hourly rate, but at one and one-half hours.

Depending on the Town's work needs, employees will be required to work overtime when requested to do so. Approval of a Supervisor however, is required for any nonexempt employee to work overtime. Employees working overtime without written approval will be subject to disciplinary action, and will not be eligible to receive overtime pay in that situation.

There are two types of overtime work:

- **Scheduled Overtime -** Scheduled overtime work is announced in advance and generally will involve an entire department or operation. This type of overtime becomes part of the required workweek of the people who are members of the department or operation. If you need to be excused from performing scheduled overtime, please speak to your Supervisor. He or she will consider the situation and the requirements of the department or operation in deciding whether you may be excused from performing the scheduled overtime.
- **Incidental Overtime -** Incidental overtime is not scheduled; it becomes necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. Incidental overtime may become necessary when an illness or emergency keeps co-workers from being at work as anticipated. It may require you to return to the workplace for emergency work. The opportunity to perform incidental overtime will be given first to the employee who normally performs the task. If that employee cannot perform the overtime, the Supervisor will offer the overtime to a suitably qualified person who is available to perform the overtime work.

Employees are responsible for turning in their overtime hours to the timekeeper in their department within the same pay period of the overtime being worked.

Each day, the time the employee works must be recorded on a time record. The employee's Supervisor must approve his/her hours worked at the end of each pay period. Additionally, time records with overtime must be countersigned by the Supervisor and must be in Payroll by 10:00 a.m. Wednesday in order for an employee's pay to be processed for payday. Any overtime that has not been recorded on the time sheet will be paid the following pay period.

Calculating Overtime Pay

Actual hours worked, jury duty, bereavement and job related subpoenas equals the forty (40) hour "workweek". Holidays, compensatory time, bereavement leave, vacation, and/or sick leave are not used in calculating the forty (40) hour workweek or in calculating overtime compensation for hours in excess of forty (40) hours, for the appropriate pay cycle. The exception will be at the

Department Director's discretion. On an approved holiday, incidental overtime will be paid at double time. Double time means that the employee will be paid for their Holiday pay and any additional hours worked that day at regular straight time hourly rate. If the employee works in excess of the forty (40) hours actually worked, they will be compensated for overtime hours at time and one-half. Again, Holidays are not included in the forty (40) hour workweek calculation for overtime purposes.

Employees are expected to comply with requests to work overtime if:

- The Town's business requires overtime work;
- The request to work overtime is reasonable;
- The employee has no compelling reason not to comply with a request to work overtime; and/or
- An emergency situation exists within the service area which supersedes other considerations.

NOTE: Exceptions to the overtime calculation components may be granted at the discretion of the Department Director. No drive time is included unless employees work continuously; one (1) hour minimum.

3.1.7 Payday

All employees are paid fifty two (52) pay periods annually. Salary payment is made weekly, every Wednesday, for base salary due up to the pay date. The work week starts on Thursday through the following Wednesday.

Regular working hours for Town employees, excluding Fire shift employees and uniformed Police Officers, are forty (40) hours per week. Fire shift employees regularly work one hundred and sixty-eight (168) hours in a twenty-one (21) day period.

All personnel changes requiring adjustments to compensation will be made at the beginning of the pay period, including Fiscal Year compensation adjustments. Employee direct deposits will only be given personally to that employee or the designated representative from each department assigned to pick up all direct deposits for their area. All other arrangements must be made with Payroll.

If the regular payday falls on a Town-recognized holiday, direct deposits will be distributed one workday prior to the aforementioned holiday.

Employees may be paid only through direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form from Human Resources may be obtained and completed. You will receive this form on your first day of employment. Due to banking requirements it may take two weeks for activation of the Direct Deposit.

The number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate, affects the amount of Federal withholding. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Human Resources Department. It is the employee's responsibility to complete the W-4 form and all elections thereon, including any and all amendments from time to time.

3.1.8 Time Records

Reference Appendix F for Time Sheet Instructions.

Employees are encouraged to take a one (1) hour lunch.

If authorized by their immediate Supervisor or Department Director, employees may take two (2) 15-minute rest period "breaks" each workday. Such breaks shall be considered a privilege and not a right and will never interfere with proper performance of the work responsibilities or work schedule of each department.

3.2 Insurance

Comprehensive Medical, Dental and Vision benefits are provided for all eligible, regular full-time employees at the Town's expense.

The group policy may cover such items as:

- Hospitalization
- Surgery
- Other hospital expenses
- Physician fees
- Major medical
- Dental and
- Vision expenses.

Refer to your Medical, Dental and Vision Insurance plan summaries for specific details of the available plans and provisions. Comprehensive medical, dental and vision benefits are also available for eligible dependents of employees. Employee contribution is required for dependent insurance coverage.

3.2.1 Dependent Information

For health, dental and vision insurance, children are covered under the plans until the age of twenty-six (26). Insurance companies will automatically drop dependents once they reach the age of twenty-six (26). The employee will need to notify Human Resources when the dependent reaches age twenty-six (26) so that Human Resources can make any necessary adjustments to the premiums that the employee is paying for dependent health insurance.

Comprehensive medical, dental and vision benefits are also available for eligible dependents of employees. Employee contribution is required for dependent insurance coverage and are weekly Payroll deductions.

All full-time regular employees and their dependents are eligible for medical, dental and vision insurance on the first of the month following thirty (30) days of employment. Employees will enroll in a medical, dental and vision insurance plan during their new hire orientation with Human Resources.

If an employee does not elect coverage, no cash payment by the Town will be made in lieu of the employee opting out of coverage.

3.2.2 Enrollment and Changes to Coverage

The Town will have an "open enrollment" period for health insurance once a year in the month of September with an effective date of October 1st. Open enrollment is the only time that an employee may add coverage for himself/herself, change plans, or add or drop dependents without a "qualifying event".

A "qualifying event" is a new hire, marriage, divorce, birth, adoption, death or loss of health insurance coverage. If a "qualifying event" occurs, changes in coverage may be made at any time during the year. Changes under the "qualifying event" rule, by law, must be made within thirty (30) calendar days of the "qualifying event". After thirty (30) days, no changes can be made until the open enrollment period.

Employees must turn in their open enrollment forms to Human Resources by September 30, whether they have made changes or not. If they do not turn in their forms, they risk the consequence of health coverage termination.

3.2.3 Life Insurance and Accidental Death and Dismemberment

Life Insurance is provided at the Town's expense to all eligible full-time employees. The amount of insurance will be equal to two (2) times the employee's annual salary (on October 1st of each year) up to a maximum of one hundred thousand dollars ($100,000).

3.2.4 Marriage Equality

Reference Appendix G on Marriage Equality for insurance purposes.

3.2.5 Termination of Employment and Coverage Continuation Options

If employment is terminated, health coverage will remain intact until the last day of the month. At that time, coverage terminates at midnight on the last day of the month.

Under federal COBRA laws, the Town is required to offer covered employees and their covered dependents the opportunity for a temporary extension of health coverage. This extension is at

group rates and when coverage under the health plan would otherwise end due to certain qualifying events. When this occurs, qualified beneficiaries will have sixty (60) days from the date of notification to elect continuation of coverage. If a qualified beneficiary does not elect continuation of coverage within the sixty (60) day election period, the rights to continue health insurance will end. If a qualified beneficiary elects COBRA or Life and AD&D insurance, he/she will be required to pay the entire cost of the insurance, plus a two percent (2%) administration fee to the Town of Sunnyvale by the first of each month. If payments are not made by the first of each month a thirty (30) day "grace period" will be granted. If payment is not received after the "grace period", coverage will be cancelled and will not be reinstated.

3.3 Leave

After new employees have successfully completed their six (6) month probationary period, they will accrue Leave. They will accrue Sick, Vacation, Personal Days, and/or Compensatory Time during their probationary period. They will not be able to use their Sick, Vacation or Personal Days until they have successfully completed probation. All compensatory, sick, and vacation, when taken, must be a minimum of one hour, and accounted for in 15 minute increments thereafter. Personal days and holidays must be taken in 8 hour increments, or 12 hours for fire personnel.

LEAVE	ELIGIBILITY	EARNED
Compensatory	Regular full-time employees	In excess of normal 40 hours worked/week
Holidays	Regular full-time employees	Town Observed Holidays (see below)
Personal Days	Regular full-time employees ≥6 months of service	1 day, on January 1st (8 or *12 hours) 1 day, on July 1st (8 or *12 hours)
Sick	Regular full-time employees ≥6 months of service	1 day per month (8 or *12 hours)
Vacation	Regular full-time employees ≥6 months of service	Monthly basis, dependent on years of service

**Applicable to full-time Firefighters*

3.3.1 Administrative and Special Leave

The Department Director may grant leave with pay, travel and expense allowances so employees may attend professional conferences, conventions or short school sessions designed to improve efficiency. Employees will properly complete an expense allowance form as prescribed by the Town. Time spent attending conferences, conventions or school will be counted as "actual time worked" for the purposes of calculating overtime.

3.3.2 Attendance

The Town of Sunnyvale expects all employees to report for work each day on time. On those rare occasions when an employee must miss work due to personal illness or medical appointment, the Supervisor may choose to excuse the absence and authorize payment for the time missed. When, at the Supervisor's discretion, the absence is not excused or the amount of time missed becomes excessive (even where the reasons might otherwise be valid) the time missed will not be paid. A Supervisor shall have the authority to require a doctor's written statement for absences related to an illness; and may also require a written doctor's statement recommending an employee to return to work.

Absences of three (3) consecutive days without providing proper notification will be considered as having voluntarily resigned. Absenteeism or tardiness, which is deemed excessive, is unacceptable behavior and, if uncorrected, may lead to corrective action or termination.

Unexcused absences will not be tolerated. The nature of our business sometimes requires tight scheduling to meet deadlines or to mitigate emergencies, and makes it imperative that each individual team member be present if the team is to function properly. If absence is necessary or unavoidable for any reason, you will be expected to notify your Supervisor before 8:00 a.m. on the first morning of your absence, unless permission has been obtained prior to that time. If you are incapable of calling, it is the employee's responsibility and expected that someone will notify your Supervisor for you.

Employees may be required, upon the request of their supervisor to provide a physician's release to return to work regarding the health status and fitness for duty requirements for the following:

- Absences due to illness of three (3) days or more
- For any period involving hospitalization
- Exhibited patterns of excessive misuse (e.g. reoccurring use of sick leave on Mondays and/or Fridays or in conjunction with a holiday or normally scheduled days off)

Tardiness is as disruptive to efficient operations as absence, and likewise will not be tolerated. Offenders will be subject to disciplinary action at their Department Director's discretion. Repeated tardiness will be noted adversely in an employee's personnel record and will be taken into consideration at the time of evaluations.

3.3.3 Bereavement Leave

The Town recognizes that there are situations in employees' lives that require time off for certain family events beyond sickness and vacation. To accommodate these situations without requiring an employee to initially use other accrued time off options, bereavement and emergency leave may be granted.

The Town realizes that a death in an employee's immediate family is a time of sorrow. In order to assure continued earning power during this time the Town provides bereavement leave, without the loss of pay, in the case of a death of an immediate family member. In addition,

emergency leave will be granted to an employee for the purpose of a birth or adoption of an employee's child (children).

General Provisions include:

- Bereavement and Emergency Leave may be granted to non-24-hour shift employees up to a maximum of three (3) consecutive working days per occurrence; and 24-hour shift employees may be granted up to a maximum of thirty six (36) hours per occurrence.
- Compensation is based on the employee's regular rate of pay and normal workdays.
- Compensation is limited to three (3) consecutive working days or thirty six (36) hours for Fire shift personnel. One (1) of these days must be the day of the funeral if using bereavement time.
- Payment of compensation will be made only for the days and hours lost that the employee would have worked and does not include days off or time during an employee's vacation leave.
- Additional requested paid time off would require the use of accrued compensatory or vacation time. If the employee has no additional accrued time available, a Supervisor may approve time off without pay depending on departmental needs.
- Upon returning to work after Bereavement Leave, an employee must record the absence as Bereavement Leave on the official time record. Proof of death and relationship to the deceased may be required. Generally, a death notice or obituary from a newspaper suffices for this record-keeping requirement.

Employees are responsible for personally notifying their Supervisor of their absence in accordance with established departmental guidelines.

3.3.4 Compensatory Time

Compensatory time as awarded under Section 3.1.3 *Compensatory Time* shall be scheduled with Department Directors and Supervisors giving due consideration to the needs of the department and the ability of the remaining employees to perform the required work. Employees shall take comp time at the Department Director's or Supervisor's discretion, as will best serve the interests of the organization. It is requested that employees give their Supervisor or Department Director ample notice, they shall approve or disapprove the leave.

A maximum of 12 hours of compensatory time may be used with a one-week pay period.

3.3.5 Flex-Time

The Town of Sunnyvale offers employees the option of Flex-time Scheduling to:

- Enhance employee morale and the quality of work life at the Town.
- Provide the Town a competitive edge in recruiting and retaining employees.
- Assist employees in balancing their work and personal priorities.
- Provide flexibility in dealing with the increasing traffic and road construction during rush hour.

- Reduce the time employees spend away from work on personal business during work hours.

How the Flex-time Program Works

Flex-time Program allows full-time employees to take advantage of a range of starting and ending times for the workday, while maintaining a forty-hour workweek within seven (7) consecutive days. The Town's core business hours are 8:00 a.m. – 5:00 p.m.

The core hours facilitate the scheduling of meetings and other group activities. There are other possibilities a department could consider to include:

1) Employees work additional hours before or after the core business hours to complete their full workday. Such hours will be established by the appropriate Department Director and approved by the Town Manager.
2) A department may determine specific flex-time schedule options. For example, a work-unit may need to provide three specific schedule options for employees to select from, such as: 7:00 a.m. to 4:00 p.m., 8:00 a.m. to 5:00 p.m. and 9:00 a.m. to 6:00 p.m., and require the elected time to be in place for a specific time period.
3) A Departmental Director may establish a four (4) day work week (ten (10) hour days) to alleviate overtime costs provided such scheduling does not disrupt operations or service delivery. Such scheduling must be approved by the Town Manager.
    a. Employees who work this shift accrue Vacation, Sick, Compensatory Time and Holidays at the same rate as staff employees. Flex-time is a privilege, not a requirement. They will follow the same rules as staff at accruing an equivalent forty (40) hours worked per week.
    b. Personal Days are accrued at eight (8) hours. When this shift employee takes a Personal Day off, they are to take it at eight (8) hours. This means they will be compensated for a thirty-eight (38) hour workweek. It is up to the employee to get with their Supervisor on how to make up the remaining two (2) hours, if they want to make up the hours.
    c. Holidays are accrued at eight (8) hours. When this shift employee receives Holiday pay they will receive eight (8) hours for that Holiday, like all other forty (40) hour workweek staff personnel. Whether it's their normally scheduled day off or their normal work day, they will receive Holiday pay. Holiday pay will not be included in actual hours worked for overtime purposes.

Employees determine the appropriate schedule with their Supervisors. An employee's schedule should remain the same each work day, unless the Supervisor approves an exception for an employee coming in earlier or later. Staffing levels must cover the Town's regular business hours of 8:00 a.m. – 5:00 p.m. Business needs dictate the range of available scheduling options.

The Town of Sunnyvale management will periodically evaluate the effectiveness of Flex-time Scheduling and may modify or terminate the program at any time.

3.3.6 Holidays

The following holidays are declared paid official holidays for the Town of Sunnyvale full-time regular employees:

1. New Year's Day (January 1st)
2. Martin Luther King Day (third Monday of January)
3. Good Friday (Friday before Easter)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4th)
6. Labor Day (excluding Firefighters) (First Monday in September)
7. Patriot Day (Firefighters only) (September 11th)**
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday after Thanksgiving (Fourth Friday in November)
10. Christmas Eve Day (December 24th)
11. Christmas Day (December 25th)
12. Two (2) Personal Holidays (one (1) day per six (6) month period with no carry over)

**In accordance with Texas State law (Texas Government Code Section 142.0013(c)), "Firefighters shall be granted the same number of vacation days and holidays, or days in lieu of vacation days or holidays, granted to other municipal employees, at least one of which shall be designated as September 11th."

Designation of the above holidays as any other dates as holidays is not construed as conferring on any employee the right to observe the holiday or to be absent from his/her assigned duties if required to work on these dates.

A. Personal holidays are accrued only by regular full-time employees, upon completion of six (6) months of service.
B. If a holiday falls on a Saturday the preceding Friday shall be observed, and if the holiday falls on a Sunday, the following Monday shall be observed. If a holiday falls on a Saturday and Sunday (i.e. Christmas Eve and Christmas Day), the preceding Friday and following Monday shall be observed.
C. If it should be necessary for you to work on a holiday listed in numbers 1 through 12 above, you will receive your holiday pay in addition to the hours worked that holiday, with the permission of the Department Director.
D. Full-time employees engaged in Fire-protection shall earn twelve (12) hours per holiday listed above. Full-time employees engaged in Fire-protection activities may accumulate up to one hundred and forty-four (144) hours of holiday pay per year.
E. Employees absent without permission, or without making advance arrangements or on disciplinary suspension on the working day immediately preceding or following a holiday shall lose pay for the holiday, in addition to being subject to disciplinary action, up to and including termination. Absent without permission or without making advanced arrangements will not include calling in sick, so long as

the notification of use of sick leave complies with the requirements of this and other Town policies. Multiple episodes of calling in sick prior to or following a holiday may be considered as an abuse of sick time. In this instance a doctor's note may be requested. Once confirmed, the employee would be eligible to receive pay for the sick day and the holiday. Employees who have voluntarily terminated their employment and their last day of employment is the working day proceeding a holiday will not receive holiday pay.

F. If it is necessary for an employee to work overtime (not scheduled) on a Holiday in numbers 1 through 12 above, and they had already taken leave previously during the same pay period, they can still earn double pay with the permission of the Department Director. Again, this is only if it is absolutely necessary to come into work the Holiday and they have actually worked over forty (40) hours in the workweek.
G. When a Town holiday falls during a scheduled vacation, it is not counted as a vacation day, but as a paid Holiday.
H. The Town of Sunnyvale does not participate in a buy-back program for holidays.
I. For flex-time shift personnel who work four (4) ten (10) hour days per week, Holidays will be paid in eight (8) hours, like all other staff personnel. They will be compensated for that Holiday in addition to their actual hours worked. Holidays are not included as actual hours worked for overtime purposes.

Employees desiring to observe religious holidays that do not coincide with official holidays may be given time off without pay or authorized to use accrued vacation leave, sick leave or compensatory time, with approval of their Supervisor so long as it does not unreasonably interfere with the job. You must notify your manager with advanced notice.

3.3.7 Jury Duty

The Town of Sunnyvale appreciates that jury duty is an obligation of citizenship. An employee will be granted leave of absence when properly called for jury service. So that you will not be penalized, the Town of Sunnyvale will reimburse an employee called to jury duty the difference between the pay he/she received for jury duty and the amount he/she would have received for equivalent normal hours of work. The employee is expected to return to work immediately upon being dismissed from jury duty or shall report to work on any work day on which the jury is not in session or on which he/she is not required to be in attendance.

Employees on jury duty are expected to contact their Supervisor (to see if they should report back to work) in the event that they are excused from jury duty or dismissed early by the Court. Individuals complying with a valid non-job related subpoena will be required to use accrued leave time (vacation or compensatory) if compensation is desired for the time the employee is away from work. Accordingly, use of accrued leave will count against an employee for the purposes of calculating overtime.

The employee may retain any payment for jury duty received by the employee.

Implementation

Employees must notify their Supervisor no fewer than three (3) working days prior to the first day of absence for service. Employees must give the Supervisor a written statement from the appropriate court official indicating the date and time for such service. This is necessary to meet Payroll record keeping requirements. A copy of the jury summons or subpoena will suffice for this purpose.

3.3.8 Leave of Absence without Pay

Should a situation arise that temporarily prevents an employee from working he/she may be eligible for a leave of absence without pay. A leave of absence without pay may be granted upon written request at the discretion of a Department Director to full-time employees for a period not to exceed thirty (30) working days.

Any leave of absence without pay must be submitted in writing as far in advance as possible and will be reviewed on a case-by-case basis by the employee's Department Director and the Human Resources Department. The decision to approve or disapprove is based on:

- The circumstances
- The length of time requested
- The employee's job performance and attendance and punctuality record
- The reason for the leave
- The effect the employee's absence will have on the work in the department
- The expectation that the employee will return to work when the leave expires

A leave of absence without pay will only be considered when an employee has exhausted all other available leave options such as vacation time, comp time, sick time and personal time.

Employees taking a leave of absence without pay will not accrue any benefits or holidays while they are out. They will be placed on an "inactive status" and will be offered the opportunity to continue insurance coverage through COBRA. Employees on a leave of absence without pay will be responsible for all personal and dependent insurance premiums and/or all other Payroll deductions while on leave.

A full-time employee who is unable to perform regular employment duties as specified by a physician due to illness or non-job related injury may be granted a leave of absence for the purpose of continuing medical treatment or recovery. A leave of absence for medical reasons must be certified by a doctor's statement.

Full-time employees may be granted a leave of absence for military, educational, or other legitimate purpose consistent with Town practices, operational requirements, and government regulations.

It is the responsibility of the employee to inform the department of the employee's intention to return to work.

The Department Director, upon evidence that the cause for sick leave is misrepresented or has ceased to exist, may revoke a leave of absence without pay for illness.

The employee remains covered under the Life Insurance Program. Unemployment Insurance benefits cannot be collected while on a leave of absence without pay. Employees are responsible for paying their health and dental insurance premiums and all dependent insurance premiums while out on a leave of absence without pay.

The length of the leave may defer any planned salary increase for an employee returning from an unpaid leave of absence without pay.

The length of the leave will extend the normal performance appraisal date of an employee on an unpaid leave of absence without pay. Evaluation increases may be delayed for time equal to the length of time of the leave of absence.

Due to the nature of our business, the Town of Sunnyvale cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, the Town of Sunnyvale will make reasonable efforts to reinstate the employee to his/her former position or to one with similar responsibilities.

Unauthorized Absence without Pay

Unauthorized absence or failure to return at the expiration of a leave of absence will be considered as job abandonment. The Department Director may rescind this action if the employee shows satisfactory reason for his/her failure to return to work within three (3) days of the date that the action became effective.

3.3.9 Parental Leave

In accordance with the Pregnancy Discrimination Act, Title VII of the Civil Rights Act of 1964 and Title VII and Chapter 21 of the Texas Labor Code, it is unlawful to discriminate on the basis of pregnancy, childbirth or related medical conditions. Women affected by pregnancy or related conditions must be treated in the same manner as other applicants or employees with similar abilities or limitations.

An employee who is pregnant should notify her Supervisor as soon as possible. A pregnant employee may continue to work until such time that her physician deems it inappropriate.

Parental leave does not affect an employee's rate of pay, position, or entitlement to other benefits, nor does it constitute a break in service for the purposes of computing longevity pay.

An employee on a parental leave will continue to accrue vacation and sick leave at the employee's regular rate of pay.

An employee who is on parental leave must be certified by a doctor's statement indicating length of time away from work needed for the leave. In all cases, an employee is allowed eight (8) weeks off for any form of delivery within six months of the child's birth or adoption. If an employee fails to return to work at the time agreed upon, the employee will be considered to be on unauthorized leave and may be subject to disciplinary action. It is the responsibility of the employee to inform their Supervisor of his/her intention to return to work.

3.3.10 Military Leave

The Town of Sunnyvale is committed to fulfilling its obligation under state and federal law and to demonstrating its support of national and regional security efforts by providing Military Leave as specified by this policy. The Town also acknowledges that time spent by employees on Military Leave is often relevant or complimentary to their workplace responsibilities and that the skills, leadership, discipline and teamwork experience that employees acquire during military service can prove valuable on the job. This policy is intended to allow employees to fulfill their military obligations and to help mitigate any undue financial hardship.

Partial Military Pay and Benefits

A regular employee called to active duty in a reserve component of the armed forces will be granted leave and employee benefits in the following manner.

1. **Use of other Paid Leave** - In order to receive military partial pay, an employee will be required to use all leave time that is currently available to that employee. For the purpose of this policy, all leave time includes any accrued vacation, personal or compensatory time. Once an employee uses all available leave, the employee will be eligible for salary continuation for a period of time not to exceed one (1) year of combined use of leave time and military partial pay. The leave must be taken in amounts consistent with the employee's regular work schedule with the Town. For example, if the employee was regularly scheduled to work forty (40) hours per week for the Town, the leave must be used at a rate of forty (40) hours per week. An employee is not compelled or required to utilize any of those accrued leave balances, and those leave balances will remain intact until the employee is released from military duty and is reinstated to Town employment. If the employee elects not to use the accrued leave balances, that employee will not be eligible for partial military pay.
2. **Military Partial Pay** - An employee will receive military partial pay for up to one (1) year of combined use of leave time and military partial pay beginning the first day on active military duty. An employee will be eligible for military partial pay only if the total monthly military salary is less than the total monthly Town salary. If the total monthly military salary is greater than the employee's total monthly Town salary, the employee will not be eligible for military partial pay. The employee must provide the Town with an official documentation that substantiates the amount of military pay the employee will receive.

Additionally, the employee must inform his/her Supervisor of any changes in the employee's military pay while receiving Military Partial Pay from the Town. Texas Municipal Retirement System (TMRS) will be paid at the 2:1 ratio match on the partial pay only. Important: Employees who meet these requirements are eligible for Military Partial Pay benefits up to such time that the Town Council, in its sole discretion, due to budgetary and/or financial constraints, amends or discontinues this benefit.

3. **Insurance Benefits** - The employee will not have coverage through the Town's carrier while deployed to Active Duty status. In this circumstance, the employee and his/her dependents will be eligible for medical and dental coverage through the military or the employee may elect to continue health coverage through COBRA. COBRA coverage may be obtained for a maximum of twenty-four (24) months at a cost to the employee of not more than one hundred and two percent (102%) of the full premium under the Town's plan.

   Upon an employee's return to employment following military service, the Town will provide all of the employee's health insurance coverage immediately, even if a waiting period is normally required for new or returning employees. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.
4. **Other Benefits** - While receiving partial military leave pay; employees will continue to accrue vacation, sick leave and other benefits provided to other employees on paid leave. While on unpaid military leave, benefit leave accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, he/she will be treated as though he/she was continuously employed for purposes of determining benefits based on length of service. The employee will be responsible for stopping all voluntary deductions or make arrangements for those deductions to be paid prior to the employee being placed on military leave of absence.

   Important Information for the Employee - People called to active duty military service are entitled to some types of civil relief, such as the ability to break leases and limits on loan interest, under the Soldiers' and Sailors' Civil Relief Act (SSCRA). This act does not affect employment or reemployment. Members of the Armed Services should seek private or military assistance to determine if they are eligible for civil relief under SSCRA.
5. **Garnishments** - While an employee is on partial paid military leave, the Town will continue to withhold any court ordered garnishments from the employee's direct deposit. If the employee goes out on an unpaid military leave of absence, and Town issued direct deposits cease, it is the employee's responsibility to notify the appropriate court ordered agency of deployment and to make alternative arrangements for payment.

3.3.11 Personal Leave

Regular full-time employees are eligible to receive two (2) days (16 hours), 24 hours for Firefighters, of paid personal leave during each calendar year after the completion of their six (6) month probationary period. One (1) Personal Day is accrued on January 1st and July 1st of every year. The max accrual is eight (8) hours, or one (1) personal day. In other words, if you haven't used your personal day by July 1st, you will not earn an additional personal day, your accrual will

remain at eight (8) hours, or one personal day. Employees may use personal leave in units of no less than eight (8) hours, twelve (12) hours for Firefighters, at any one time.

Personal leave may not be carried or accumulated from year to year nor is unpaid personal leave paid for upon an employee's retirement or termination.

3.3.12 Sick Leave

All employees may use sick leave in intervals of thirty (30) minutes with one thirty (30) minutes being the minimum. Official holidays and regular days off shall not count against sick leave.

The Town of Sunnyvale shall provide sick leave as a benefit to cover the health needs for themselves or their families during the employee's absence from work during the regularly scheduled workweek. Other reasons sick leave may be granted are:

- The birth of a child and/or maternity leave
- The adoption of a child or the placement of a child for foster care
- Caring for a seriously ill spouse, child or parent
- A serious condition that disables the employee
- A medical, dental, or optical examination, office visits, or treatment
- To attend a bona fide counseling session by a qualified counselor

A physician's statement, satisfactory proof of illness, or of the need for caring for a family member can be required by the employee's Supervisor in such instances. An employee who misuses sick leave should be counseled and may be subject to disciplinary action, up to and including termination.

After accumulated sick leave has been exhausted, employees may use authorized vacation time. When absence due to illness exceeds the amount of paid leave earned and authorized, the employee may be eligible for personal leave without pay at the discretion of the Town Manager. In these instances, it is the employee's responsibility to provide a doctor's prognosis and an estimated return date so that the Town can determine whether the position can be left open or filled temporarily. Once an employee has exhausted all leave options, employment will be terminated.

When absence due to illness exceeds the amount of paid leave earned and authorized, the employee may be eligible for personal leave without pay or disability. Employees who become disabled must meet the provisions of the disability insurance guidelines. Consult Human Resources for information regarding disability. Employees who qualify for a leave of absence without pay must comply with all the provisions of the leave of absence without pay policy. In these instances, it is the employee's responsibility to provide a doctor's prognosis and an estimated return date so that the Town can determine whether the position can be left open or filled temporarily based on the following criteria:

- Length of leave requested
- Workload requirements

- Employee's past work record
- Employee's ability to perform in same position upon return

Once an employee has exhausted all leave options, employment may be terminated, and if eligible, the employee may utilize his/her disability benefit(s).

All regular full-time employees will be eligible to accrue sick leave. Part-time, seasonal and temporary employees are not eligible to accrue sick leave.

Regular full-time employees engaged in Fire-protection activities will not accrue sick leave benefits while out on short term disability or unpaid leaves of absences. They will continue to accrue sick leave while out on Workers' Compensation.

Notifications of Sick Leave

To receive paid sick leave, an employee shall notify the Supervisor or authorized representative as established by departmental guidelines. If no departmental guidelines exist, the employee should provide notification before or within thirty (30) minutes after the designated starting time for which the employee commences work. Only if the employee is physically unable to make a phone call will it be acceptable for someone else to place the call to the employee's Supervisor.

It is the employee's responsibilities to contact his/her Supervisor daily if absent for more than one (1) day. Exceptions would be hospitalization, a prolonged or catastrophic illness. In these instances, the employee may be required to make periodic update calls to keep his/her Supervisor informed of the employee's return to work status.

Misuse of Sick Leave

A Supervisor may require satisfactory proof of the proper use of sick leave and may disallow sick leave in the absence of such proof. An employee who misuses sick leave may be counseled and will be subject to disciplinary action, up to and including termination.

An employee may be required to furnish a Supervisor with a physician's statement regarding the health status and fitness for duty requirements if one of the following occurs:

- Absence of three (3) or more consecutive days
- Hospitalization
- Exhibited pattern of excessive misuse (e.g. reoccurring use of sick leave in conjunction with a holiday or regularly scheduled days off)

Employees utilizing sick leave benefits are expected to restrict their activities away from their residence, medical facility or other location directly requiring their presence to only those activities necessary and appropriate to deal with the given situation.

In the event of frequent claiming of sick leave benefits or evidence of malingering or excessive misuse exists, the Town may require the employee to have a fit for duty physical to ensure the employee is able to safely perform the essential job functions as outlined in the job description. All fit for duty physicals requested by the Town under these circumstances will be conducted by the Town's medical services provider and will be at the Town's expense.

Sick Leave Earnings

Sick leave is earned at a rate of one (1) day per month. Regular full-time employees shall accrue one day of sick leave per month for a total of twelve (12) days per year. Regular full-time employees who are not engaged in Fire-protection activities shall consider a "day" of sick leave as eight (8) hours. Regular full-time employees engaged in Fire-protection activities shall accrue one (1) day sick leave per month and shall consider one "day" of sick leave as twelve (12) hours.

A. Sick Leave Termination Pay

Upon termination of employment, regardless of the reason for the termination, the employee shall not be compensated for any time sick.

B. Sick Leave Donation

Reference Appendix H for Sick Leave Donation Forms. The purpose of this policy is to establish guidelines for donation of sick leave from one employee to another employee. An employee, who is unable to work in any capacity due to long-term illness, non-job related injuries, temporary disabilities, and/or illness may use sick leave donations. Sick leave donations may also be used to provide medical care or assistance to eligible family members when the affected employee has insufficient paid leave for the entire period.

All full-time regular employees who have a minimum of one hundred and twenty (120) hours accrued as a sick leave balance are eligible to contribute anything above and beyond one hundred and twenty (120) hours to another employee. All full-time employees who do not have one hundred and twenty (120) hours of sick leave accrual, as well as part-time, seasonal, and/or temporary employees are ineligible to donate to another employee. Firefighters on 24-hour shifts who have a minimum of one hundred and eighty (180) hours accrued as a sick leave balance are eligible to contribute anything above and beyond one hundred and eighty (180) hours to another employee. Firefighters (on 24-hour shift) who do not have one hundred and eighty (180) hours of sick leave accrual are ineligible to contribute to another employee.

Requests for Donation:

All regular full-time employees are eligible to receive donations to their sick leave balances after they have successfully completed their six (6) month probationary period and after they have depleted all available leave of their own.

The employee must first request leave to their Department Director or Supervisor. The employee's Department Director must approve the leave. The Department

Director may request confirmation from the employee or the employee's physician that a serious health condition exists and may verify the length of time that the employee will be off from work. If the employee is incapacitated, approval must be given from spouse or legal guardian.

Employees may request donations in eight (8) hour increments only, not to exceed eighty (80) hours per each request. Firefighters (on 24-hour shift) may request donations in twelve (12) hour increments only not to exceed one hundred and twenty (120) hours per each request.

The Department Director will send the request to the Human Resources Department. Human Resources will determine if the employee requesting time meets all of the criteria and will be responsible for ensuring that donated sick leave is credited to the appropriate employee's account.

Donations of sick leave will not be made when an employee is receiving workers' compensation benefits or is receiving disability. Donated sick leave is available in hours only and has no monetary value. Any excess donated sick leave will remain in the receiving employee's sick leave balance and can be used for other sick leave absences, such as follow-up visits to the doctor; however, in accordance with this policy, employees will not be paid for unused, donated sick leave upon termination.

3.3.13 Vacation

For ease in administration, full-time employees who are not engaged in Fire protection activities shall consider a "day" of vacation as eight (8) hours. Employees engaged in Fire protection activities shall consider a "day" of vacation as twelve (12) hours. Vacation is accrued on a monthly basis; any exception must be approved by the Town Manager annually.

Earned Credits

Years of Service	Annualized Rate Days of Vacation
1-5	10
6	11
7	12
8	13
9	14
10	15
12	16
14	17
16	18
18	19
20+	20

Accrual

- Paid vacation leave is accrued only by regular full-time employees on a monthly basis. Vacation benefits may be taken by employees upon completion of six (6) months of service.
- No employee shall be allowed to accumulate more vacation days than two times (2x) his/her annual rate of accrual. The employees' rate of accrual is based on years of service as listed above. For example, an employee with four (4) years of service may accumulate up to twenty (20) days of vacation. An employee with seven (7) years of service may accumulate up to twenty-four (24) days of vacation.
- Vacation leave begins to accrue on the first day of employment.
- Vacation leave credits are not transferable between employees.
- Cash payment for unused vacation leave will be made upon termination, retirement, or the death of an employee. The employee must have a minimum of six (6) months of service to be eligible to receive termination pay.
- Vacation leave may be taken in one (1) hour increments. Usage of increments of less than one (1) hour shall not be permitted.
- Advance approval by the Department Director or Supervisor is required in order for an employee to use vacation leave, unless an absence from work is the result of an unforeseen emergency. In such case, the employee's Department Director or Supervisor shall determine if vacation leave may be used.
- When a Town holiday falls during a scheduled vacation, it is not counted as a vacation day. Any employee that becomes ill during a scheduled vacation cannot change a vacation day to a sick day. Scheduled vacation days count as vacation even if an employee would ordinarily take a sick day.
- Employees will continue to accrue vacation benefit hours when out on Workers' Compensation.
- Employees will not accrue vacation leave while out on long term disability or during an unpaid leave of absence. Based upon department needs, the Town will attempt to grant an employee the vacation dates he/she requests.
- It is the employee's responsibility to monitor his/her vacation accruals. All accruals are listed on the employee's direct deposit.

Scheduling

Department Directors and Supervisors shall schedule vacation leave giving due consideration to the needs of the department and the ability of the remaining employees to perform the required work. Employees shall take vacation leave or be required to take vacation leave at such time, at the Department Director's or Supervisor's discretion, as will best serve the interests of the organization.

It is requested that employees give their Supervisor or Department Director ample notice, they shall approve or disapprove the leave.

At least once a year, cash-handling employees are required to take five (5) consecutive working days of vacation. This is for internal control purposes.

3.4 Social Security

The Town of Sunnyvale is a member of the Social Security system. Participation in Social Security provides for monthly pension benefits at retirement, and therefore; participation in the system is compulsory for all employees. The plan requires a contribution be made by means of Payroll deduction from each direct deposit.

Due to the complexity of questions relating to the retirement program, only a brief summary of the program is provided. For additional information, go online to http://www.ssa.gov or contact Human Resources.

3.5 Texas Municipal Retirement System (TMRS) Retirement Plan

The Town of Sunnyvale is a member of the Texas Municipal Retirement System (TMRS). Participation in TMRS provides for monthly pension benefits at retirement, and therefore; participation in the system is compulsory for all regular employees who are scheduled to work a minimum of one thousand (1,000) hours annually. The plan requires a contribution be made by means of Payroll deduction from each direct deposit.

The Town matches each employee's contribution at a 2:1 ratio. Contributions are tax deferred and based on employees' gross earnings at a rate of six percent (6%) of employee contributions and twelve percent (12%) contributed by the Town. The Town's portion is determined on an annual basis. Vesting generally occurs five (5) years after the first contribution.

Members become eligible for "service retirement" under TMRS if they have:

- At least five (5) years of creditable service or combined creditable service and have reached age sixty (60), or
- At least twenty (20) years of service regardless of age.

For retirement and further information, consult the TMRS Benefits Guide available online at www.tmrs.com.

4 Appendices

APPENDIX A

HARASSMENT AND DISCRIMINATION – COMPLAINT AND REPORTING PROCEDURES

This policy applies to all employees at all times.

Any observation of harassment of another employee and/or complaint of behavior toward another employee that is perceived as sexual harassment or other discrimination should also be reported to their Department Director. Any complaints against the Town Manager will be brought forth to the Town Secretary in Human Resources who will then contact the Town Attorney and Mayor.

No one should assume that management is aware of incidents of harassment. It is the responsibility of each employee to bring complaints or concerns promptly to the attention of management so that they can be resolved. The Town encourages employees to resolve conflict at the lowest level possible with the person you have conflict with, first (sexual harassment being the exception).

All complaints will be taken seriously and promptly addressed and/or investigated to the extent necessary. In appropriate circumstances, the Town will inform the reporting individual of the manner in which the matter has been addressed or of the results of the investigation. All employees should be aware that the privacy and identity of the complaining party and the person accused of harassment will be kept confidential to the extent possible, except as may be necessary to investigate the complaint and take corrective action. Corrective and/or disciplinary action, including termination, will be taken against offenders where warranted.

Step 1: Reporting an Incident of Harassment, Discrimination or Retaliation

Promptly stopping unwelcome conduct is of utmost importance. If Town employees feel that they have been subjected to inappropriate behavior, they should inform the person that his/her behavior is unwelcome and inappropriate.

If, as relates to the subject of inappropriate behavior, employees feel uncomfortable in personally asking that certain behavior be discontinued, or if their personal efforts to stop any unwelcome behavior were unsuccessful, they are expected to report the conduct and work with the Human Resources Department. In seeking counsel or requesting assistance in starting a solution process, employees should contact the Human Resources Department, their Department Director, or Town Manager; whichever is appropriate for the circumstance. If an employee wishes to file a complaint of harassment or discrimination against an elected or appointed official, the complaint should be directed to the Town Manager.

If an employee making a complaint does not agree with its resolution, the employee may appeal the decision by utilizing the Town's formal grievance process. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, all complaints for harassment or discrimination should be reported within ten (10) working days of the alleged action. The Town strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this complaint procedure does not preclude individuals who believe that they are being subjected to harassing conduct from promptly advising the offender that his/her behavior is unwelcome and requesting that it be discontinued.

Step 2: The Investigation

The Human Resources Department or his/her designee will investigate any reported allegations of harassment, discrimination, retaliation or false accusations promptly. Complaints involving Police personnel will be investigated jointly between the Human Resources Department and the Internal Affairs Officer in the Police Department. The Town Manager will be responsible for investigating any harassment of discrimination complaints made by an employee against an elected or appointed official. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigation process to the extent allowed by law and consistent with adequate investigation and appropriate corrective action.

Step 3: Responsive Action

Misconduct constituting harassment, discrimination, retaliation or false accusations will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, demotion, temporary suspension without pay or termination, as the Town Manager believes appropriate under the circumstances.

Any Town employee who the Town determines has engaged in sexual harassment, whether quid-pro-quo or hostile environment, will be disciplined. Corrective action may range from a discussion up to and including immediate termination of employment, depending on the severity of the conduct, impact on the employee, and the best interests of the Town.

The Town Manager has the final determination; unless the Town Manager is involved then the Council, or their designee, will have to complete the process.

The Town Manager will undertake all necessary corrective action on behalf of Town employees subjected to sexual harassment by contractors, service employees, vendors, customers, volunteers and/or others who enter our workplace. Corrective action will be undertaken within

the bounds of the Town's legal relationship with these entities, but, in any event, all actions will be undertaken for the purpose of protecting the employee from sexual harassment.

APPENDIX B

WORKERS' COMPENSATION – COMPENSATION AND REPORTING PROCEDURES

The Town is covered under statutory state Workers' Compensation laws. In the event that an employee sustains a work-related injury or is exposed to an occupational disease, he/she must notify the appropriate Supervisor, and Human Resources. If the injury requires medical attention Human Resources will advise the employee of his/her rights under the Texas Workers' Compensation system.

Employees injured in the course and scope of their employment with the Town will be eligible for Workers' Compensation benefits pursuant to the state law. This means that during the injury leave, the Town will pay the employee benefits as prescribed by the Workers' Compensation Act. When an employee is unable to perform the essential job functions of his/her job with or without reasonable accommodations for more than ninety (90) days due to an on-the-job injury, the employee may be eligible for long term disability and the employee's position may be reassigned to a vacant position for which he/she is qualified, if such a position is available at that time.

An injured employee is entitled to medical aid and hospital services that are reasonably required at the time of injury and at any time thereafter as may be necessary to recover. The Town will pay all medical expenses incurred as a result of the occupational injury or occupational disease exposure.

Employees must report the disabling occupational injury or disease in accordance with the Town's accident reporting procedures. This requires that the employee have the Supervisor file an injury report as soon as practicable. However, it should be filed no later than twenty-four (24) hours following the accident or the first manifestation of an occupational disease unless the accident occurs on a Friday or weekend; in that case the injury must be reported to an immediate Supervisor no later than the following work date.

Employees who fail to report an on-the-job injury within the required time frame may be subjected to disciplinary action up to and including termination, at the Town Manager's discretion.

The employee agrees in writing to release to the Town, or authorized agents thereof, all medical histories, relative to the immediate occupational injury or disease, its diagnosis, and treatment, and the prognosis, as to the duration and degree of disability, if any.

The employee's physician or the employee must notify the employee's Supervisor of the employee's duty status immediately after being examined by a physician.

When an employee has been told by an examining physician to report for examination or treatment in connection with an on the job injury, the employee will report as directed. Willful failure of the employee to report as directed will result in the employee losing eligibility to use

workers' compensation benefits associated with one hundred percent (100%) wage continuation.

While receiving Workers' Compensation benefits, employees may be eligible for full salary continuation (paid by the Town) or partial reimbursement of lost wages (paid through the Workers' Compensation system) dependent on which treatment option the employee chooses.

The Town will not compensate an injury to an employee off the job; however, the employee may take normal sick leave.

Treatment Options

Under the State of Texas Workers' Compensation laws, employees may receive treatment from a doctor of their choice. However, the Town of Sunnyvale does contract with a medical provider that is capable of providing these services to employees.

NOTE: Seasonal and Temporary employees may use either treatment option but will not be eligible for one hundred percent (100%) salary continuation from the Town.

Wage Continuation Limitations

Wage continuation ceases under, but is not limited to the following conditions:

- When an employee is returned to work (either full or light duty);
- Two (2) years have elapsed from the date of injury;
- The employee retires, resigns, is laid off, is dismissed from employment, or dies;
- The employee is found working at another job not held prior to the injury or performing any physical activity that is not consistent with prescribed treatment or therapy;
- The employee refuses to perform limited duty when available and authorized by the treating physician;
- The employee refuses to accept or perform a different job within the Town that is within his/her physical capacity to perform and for which he/she is qualified or will be trained; or
- The employee refuses or fails to reimburse the Town of any overpayment of wage continuation benefits.

Supervisor Responsibilities

The Supervisor's primary responsibilities in any workers' compensation incident are to:

- Get first aid or medical treatment for the injured employee by administering first aid, taking him/or her to the hospital or other medical provider or by calling an ambulance, if necessary,
- Immediately notify the Budget and Risk Management Coordinator,

- Complete a first report of injury or illness on all work-related injuries and illnesses that are serious enough to:
    a) Need treatment under direct supervision of a medical physician and
    b) Cause the employee to lose a full shift of work;
    c) Maintain contact with the employee during any absence caused by a work-related injury or illness;
    d) Inform employees of their treatment and wage continuation options under this policy;
    e) Make arrangements for the employee to return to work and consider possible changes in work assignments in case of any restrictions imposed by the physician.
    f) Immediately notify the Town Manager, the Budget and Risk Management Coordinator and the Human Resources Manager in cases of an employee's serious bodily injury or death while on the job; and

Require the employee who has been off work due to an on-the-job injury for any length of time related to injury to get a full release or an accommodating-restriction to work before returning to work status. Firefighters must get a full release after two (2) consecutive shifts off.

APPENDIX C

TRAVEL - MEAL REIMBURSEMENT

These amounts are subject to change. Employees will be paid per diem at a rate of $50 per day for meals and incidental expenses. If meals are provided by the conference or seminar, that portion will be deducted from the per diem rate paid accordingly:

- Breakfast $10
- Lunch $15
- Dinner $20
- Incidentals $ 5

Employees will be reimbursed $37.50 per day for travel days going to and from training, conferences or seminars.

APPENDIX D

CELL PHONE REIMBUSEMENT

These amounts are subject to change. The standard monthly cell phone allowance amount shall be $50.00 for designated regular full-time employees, and $60.00 per month for Department Directors. No further reimbursement for cell phone costs is available to employees who receive an allowance.

APPENDIX E

EMPLOYEE PERFORMANCE EVALUATION PROCESS

Employees will be provided a copy of their evaluation report and requested to acknowledge the evaluation report by signing it. Employees will have one (1) week to return the evaluation report back to their Supervisor with their employee comments included. Supervisors will individually review reports with employees, discussing any improvements in performance as necessary or follow-up action at a later date.

All annual evaluation reports will be made a part of the employee's personnel file. The results of evaluations may be a factor in determining whether or not an employee successfully completes his/her probationary period; reference the Probationary Period policy for implementation of a possible extension of their probation.

Any merit increases are based upon demonstrated job performance, disciplinary actions, employee evaluations, an approved budget adopted by the Town Council, Department Director discretion, and are in accordance with the Equal Employment Opportunity policy.

- Annual evaluations will be held during the month of April each year, and are due to Human Resources on April 30th of every year.
- If an employee has received a post-probation evaluation from February 1st through April 30th, their annual evaluation will be held during the following April (next year).
- Mid-term counseling will be more casual. A documented oral counseling will suffice. It is highly suggested to have a mid-term counseling with every employee to discuss their status.
- Periodic evaluations will be made, but such evaluations do not mean that an automatic increase in salary will result. The results of evaluations, among other factors, will merely help substantiate whether or not an employee is entitled to a merit increase. It will also play a role in any future disciplinary decision making processes and/or lateral transfers.

APPENDIX F

TIME SHEET INSTRUCTIONS

Each Department Director is responsible for ensuring that all time is properly reported on the Payroll sheet. The Town encourages all employees to fill out their own time sheets and always sign their name at the bottom under Employee Signature.

Steps in filling out your Time Sheet

1. Fill in your "Employee Name", "Position" and "Department"
2. The "Pay Period" will automatically be entered if you are selected on the correct date (can move through the date list on bottom of excel spreadsheet)
3. Enter your Regular, Overtime, Vacation, Sick, Personal Day, Comp Time Taken, and Comp Time Earned hours in number format. (EX: 1,2,9,2.5,2.25)
4. When filling out your Regular hours, do NOT include: Overtime, Vacation, Sick, Personal Day, or Comp Time Taken hours into the number; if you do so, the total will not calculate correctly. (EX: if you worked 8 Regular hours and 3 Comp Time Earned hours, enter them in their appropriate columns)
5. You MUST fill out the "NOTE & DESCRIPTION OF WORK DONE FOR OVERTIME/COMP TIME" box, if you have entered ANY Overtime or Comp Time Earned hours
6. The "TOTAL HOURS TO BE PAID" column and "TOTAL" row will be automatically calculated (You do NOT have to manually calculate the hours yourself)
7. When you have completed the form, print and sign it. Your Supervisor and Department Director must approve all time sheets.

Rules in filling out your Time Sheet

- Exempt employees do NOT qualify for OVERTIME pay. You will accrue Comp Time Earned hours.
- *Firefighters* follow the same instructions in filling out their time sheets, but different rules apply since they are "shift" personnel. (Get with your immediate Supervisor on the rules that apply to Firefighters when taking Vacation, Sick, Personal Day or Comp Time hours)
- Turn in your Time Sheets by 10:00 a.m. Wednesday morning to Payroll.
- Any errors on Payroll will be corrected during the next Payroll cycle.
- Personal Days are required to be taken as a whole day. It is not allowable to take a portion of Personal Day hours on different days.

Below is an example of a standard blank Time Sheet.

Town of Sunnyvale
Report of Time

Employee Name: _____ Position: _____ Department:
Pay Period Begin Date: _____ Pay Period Ending Date: _____

DAY	DATE	REGULAR HOURS	OVERTIME HOURS	VACATION HOURS	SICK HOURS	PERSONAL DAY	COMP TIME TAKEN	TOTAL HOURS TO BE PAID	COMP TIME EARNED	NOTE & DESCTIPTION OF WORK DONE FOR OVERTIME / COMP TIME
THURSDAY										
FRIDAY										
SATURDAY										
SUNDAY										
MONDAY										
TUESDAY										
WEDNESDAY										
TOTAL										

EMPLOYEE SIGNATURE _____

SUPERVISOR SIGNATURE _____

DIRECTORS SIGNATURE _____

APPENDIX G

MARRIAGE EQUALITY – INSURANCE PURPOSES

The marriage equality ruling by the Supreme Court is considered a qualifying event and the 31-day count began on June 26th, 2015 and the same eligibility requirements apply. Enrollment paperwork and eligibility parameters will follow the same process that is currently in place.

Recently, the Supreme Court ruled in favor of nationwide marriage equality. Intergovernmental Employee Benefits Pool (IEBP) has updated the POOL's plan documents per the below:

Marriage Equality – June 26, 2015

IEBP Pool Benefit Book Language

1. Definition of a Spouse has been updated
2. Marriage Equality Qualifying Event Date(s)
    a. June 26, 2015 is the Qualifying Event Date if already married
    b. The actual Marriage date is the Qualifying Event Date if the marriage occurred after June 26, 2015
3. Eligibility of Dependent Spouse
    a. Marriage or Common Law/Certificate of Common Law
        i. Dependent Children will be eligible with appropriate documentation of eligibility per medical benefit book
4. Benefit Notification may be required for other companies that service the Town's employees, including service(s) for:
    a. Retiree Coverage, Retirement Benefits
    b. COBRA Administrator, Section 125 Administrator
    c. Life/LTD/STD, Employee Assistance Plan
    d. Other Supplemental Benefits: Cancer, Catastrophic Care, Accident

APPENDIX H

SICK LEAVE DONATION FORMS

Sick Leave Donation Form

Instructions: Please complete this form and send it to the Human Resource Department (attn: Human Resources). Thank you for helping a fellow employee.

Employee Name (Donor): _____

Department: _____

Social Security Number: _____

I, _____voluntarily donate _____ hours of my accrued sick leave to

_____who has a serious health condition.

I understand that I am freely donating this leave and give up all rights to the use of this leave in time off.

_____ _____

Employee Signature **Date**

Sick Leave Donation Request

Employee Name: _____

Department: _____

Social Security Number: _____

I verify that I have a serious health condition (as defined in the Sick Leave policy) that requires an absence of more than eight (8) hours. Please explain:

I have exhausted all of my available leave (sick, vacation or comp) balances. I understand that any sick leave donated to me by other employees has no monetary value to me, and I will not be paid for any unused donated sick leave if employment is terminated for any reason. I agree to all other provisions in the Town's Sick Leave Donation policy.

_____
Employee's Printed Name

_____ _____
Employee's Signature **Date**

_____ _____
Approved by: Department Director **Date**

_____ _____
Received by: Human Resources Manager **Date**

Receipt and Acknowledgement of the Town of Sunnyvale Employee Handbook and Personnel Policies

This Employee Handbook is an important document intended to help you become acquainted with the Town of Sunnyvale. This Handbook will serve as a guide; it is not the final word always. Individual circumstances may call for individual attention.

Because the general business atmosphere of Sunnyvale and economic conditions are always changing, the contents of this Handbook may be changed at any time at the discretion of the Town Manager or Town. No changes in any benefit, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you as an employee and on the Town.

Please read the following statements and sign below to indicate your receipt and acknowledgement of The Town of Sunnyvale Employee Handbook and Personnel Policies.

- I have received and read a copy of The Town of Sunnyvale Employee Handbook and Personnel Policies. I understand that the policies, rules and benefits described in it are subject to change at the discretion of the Town Manager or Town at any time. I understand that this Handbook supersedes all other previous Handbooks for the Town. When in conflict, the Department Manuals will supersede this Handbook.
- I further understand that my employment is terminable at-will, either by myself or the Town, despite the length of my employment or the granting of benefits of any kind.
- I understand that no contract of employment other than "at-will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the Town Manager.
- I am aware that during my employment confidential information will be made available to me. I understand that this information is critical to the success of the Town and must not be given out or used outside Sunnyvale's premises or with non-Town employees. In case of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual.
- I understand that, should the content be changed in any way, the Town may require an additional signature from me to indicate that I am aware of and understand any new or updated policies.
- I understand that my signature below indicates that I have read and understand the above statements to the best of my ability and have received a copy of the Town of Sunnyvale Employee Handbook and Personnel Policies.
- I understand this Handbook remains the property of the Town of Sunnyvale and will be returned if I should leave the Town's employment.

_____	_____
Employee's Printed Name	Position
_____	_____
Employee's Signature	Date
_____	_____
Supervisor's Signature	Date

The signed original copy of this agreement should be given to your Supervisor. It will be filed in your personnel file.

5 Glossary of Terms and Definitions

Glossary

Accident - Any on the job accident or near miss incident in which:

- Safety precautions were violated;
- Unsafe instructions or orders were given;
- Any person suffered injury which is reasonably expected to require medical attention;
- Town equipment, property, and/or premises (not including a vehicle) were damaged by the employee;
- Town vehicles were damaged (any accident in a Town vehicle will require substance abuse testing when the damage is five hundred dollars ($500) or more as determined by a Supervisor).

NOTE: This includes accidents in which a Town employee is driving a personal vehicle on Town business.

Within this definition, the following circumstances will be considered an exception to required testing unless there is other evidence to give reasonable suspicion:

Exceptions:

- Vehicle is properly and lawfully parked or stopped and is hit by another vehicle;
- Vehicle is damaged by flying debris, e.g. rocks, etc.

Administrative Leave – With pay.

Affinity - Two people related by marriage or the spouse of one of the people is related by consanguinity to the other person. Termination of a marriage by divorce or the death of a spouse terminates relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is treated as continuing to exist. A spouse is related to each other in the first degree of affinity. For other relationships by affinity, the degree of relationship by affinity is the same as the one by consanguinity. For example, if A and B are related to each other in the second degree by consanguinity, A's spouse is related in the second degree by affinity. Also for the purpose of this policy "affinity" applies to all step and in-law relationships within a family.

Civil Law-Degrees of Affinity	
1st	2nd
Spouse	Sister-in-law/Brother-in-law
Mother-in-law/Father-in-law	Spouse's Grandparent
Daugther-in-law/Son-in-law	Spouse's Grandchild
Stepdaughter/Stepson	Grandchild's Spouse
Stepmother/Stepfather	Spouse of Grandparent

Alcohol - any beverage, mixture or preparation containing ethyl alcohol.

Alcohol testing in accordance with federal regulations means a test done through an Evidential Breath Testing (EBT) device approved by the National Highway Safety Administration. A certified Breath Alcohol Technician will perform the test. Any screening test result, that is less than a 0.02 blood alcohol concentration, will be considered negative. If the blood alcohol content is 0.02 or greater, a second confirmatory test must be conducted. When both tests reflect a blood alcohol content of 0.02 or greater, then the employee's test results are deemed to be positive. If breath testing is not available, then the test consists of blood or urine.

Anniversary Date – the first day you report to work, used to compute various conditions and benefits described herein.

Appeal - the final level in the grievance procedure whereby the grievance is heard by the Town Manager. The decision rendered by the Town Manager is final and not subject to any other action by the Town.

Baseless Allegations - allegations made with reckless disregard for their truth or falsity or not made in good faith. Employees making Baseless Allegations may be subject to disciplinary action up to and including termination.

Bona fide Town business - conducting official Town business only. This does not include personal use or assignment of a take home vehicle as a benefit or as compensation.

CDL - Commercial driver's license as defined by the State of Texas.

Certification of the serious health condition - medical documentation that includes the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable. If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.

Common Law Marriage – a couple living together in a marital status without legal action.

Controlled Substance - a drug or substance listed in the Texas and Federal Controlled Substance Acts, the Dangerous Drugs Act and appropriate chapters of the Texas Health and Safety Code and includes, but is not limited to: marijuana, cocaine, narcotics, opiates, opium derivatives, inhalants, hallucinogens and other substances having either a stimulant or depressant effect on the nervous system, such as amphetamines or barbiturates.

Consanguinity - Two people related by virtue of one being a descendant of the other or if they share a common ancestor. An adopted child is treated as the natural child of the adoptive parent in this regard. The degree of relationship by consanguinity between a person and the person's descendant is determined by the number of generations that separate them. If a person and the person's relative are related by consanguinity, but neither is descended from each other, the degree of relationship is determined by adding the number of generations between the person and the nearest common ancestor of the person and the person's relative; and the number of generations between the relative and the nearest common ancestor.

Civil Law-Degrees of Relationship		
1st	2nd	3rd
Child	Grandchild	Great-grandchild
Parent	Sister/Brother	Niece/Nephew
	Grandparent	Aunt/Uncle
		Great-grandparent

Direct Supervision – The management of an employee that occurs on a frequent and regular basis.

Disability - a physical or mental impairment that substantially limits one or more of an individual's major life activities (i.e., walking, talking, standing, sitting, etc.)

Dismissal - an involuntary termination; being fired.

Emergency Services - Fire and Police operations.

Emergency Service personnel – Police, Fire, water, sewer, streets, parks and dispatchers.

Family Illness or Injury - a medically documented illness or injury that requires a Sick Leave Bank member to provide care or assistance to an eligible family member. An eligible family member is the same as immediate family (spouse, child or parent.)

Fit for Duty - being physically and mentally fit to perform the essential functions of the job with or without reasonable accommodation.

Fit for Duty Physical - a medical examination performed by a qualified medical practitioner to determine whether employees can mentally and physically perform the essential functions and physical requirements of their job.

Fraudulent, Illegal or Dishonest Conduct - A deliberate act or failure to act with the intention of committing a fraudulent or dishonest act, in violation of the Personnel Policies, ordinances or other applicable law, or an illegal act. Examples of such conduct include, but are not limited to:

- Any illegal Act
- Forgery or alteration of documents;
- Unauthorized alteration or manipulation of computer files, policies or other official Town records;
- Fraudulent financial reporting;
- Pursuit of a benefit or advantage in violation of the Town's personnel policies as amended from time to time;
- Misappropriation or misuse of Town resources, such as funds, supplies, or other assets;
- Authorizing or receiving compensation for goods not received or services not performed; and/or,
- Authorizing or receiving compensation for hours not worked.

Full-time regular employee – An employee who is considered full-time who works the standard working hours at the Town each week as defined by their department. Such employees may be "exempt" or "nonexempt" as defined by the Fair Labor Standards Act.

Gift - anything of economic value, regardless of the form, without adequate and lawful consideration.

Grievance - a claim by an employee that a violation, misinterpretation, misapplication, or disparity in the application of a written policy, regulation or procedure adversely affected the employee. It is also a departmental decision considered by the employee to be harmful, unfair, or discriminatory.

Harassment – verbal, graphic or physical conduct of an offensive nature that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. This definition is also extended to an employee's relatives, friends or associates. Harassment: (a.) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (b.) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c.) otherwise adversely affects an individual's employment opportunities.

Immediate family - related in the first or second degree by consanguinity or first degree by affinity, common law marriage, and/or in a cohabitation living arrangement, as further defined in Chapter 573 of the Texas Government Code.

Interest - direct or indirect pecuniary or material benefit accruing to an employee as a result of a contract, transaction, zoning decision or other matter which is or is likely to be the subject of an official act or action by or with the Town, except for such contracts, transactions, zoning decisions, or other matters which by their terms and

by substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated.

Intermittent leave - taking a day periodically when needed over the year or, under certain circumstances, reducing the workweek or workday, resulting in a reduced hour schedule.

Job Abandonment - any employee who "No-calls/No-shows" for three consecutive days will be considered to have voluntarily resigned his/her position with the Town. This resignation will not be considered in "Good Standing."

Maintenance and Trades Employee - Non-uniformed employees whose duties are primarily labor intensive either indoors or outdoors.

Military Active Duty Leave - Full-time duty in the active military service of the United States. This includes members of the Reserve Components serving on active duty or full-time training duty.

Military Training Leave - A tour of active duty which is used for training members of the Reserve Components to provide trained units and qualified persons to fill the needs of the Armed Forces in time of war or national emergency and such other times as the national security requires. The member is under orders that provide for return to non-active status when the period of active duty for training is completed. It includes annual training, special tours of active duty for training, school tours, and the initial duty for training performed by no prior service enlistees.

Nepotism - favoritism shown to a relative by employment on the basis of relationship.

Office, Technical and Professional Employees - Employees whose duties are primarily inside a Town facility or place of business or whose position is considered professional in nature.

Official Time Record - The time sheet that is submitted and approved by the Department Director and is turned into Human Resources for Payroll purposes.

Orders - Permanent instructions, issued in order form, that apply to individual members of a command.

Part-Time regular employee – employees that work fewer than 32 hours a week or less. They are paid a competitive salary and are generally given some benefits that full-time employees have, but at a prorated level. Such employees may be "exempt" or "nonexempt" as by the Fair Labor Standards Act.

Peripheral - A device that is attached to a host computer but not part of it, and is more or less dependent on the host. It expands the host's capabilities, but does not form part of the core computer architecture. Examples include: printers, image scanners, tape drives, microphones, audio speakers, web cams, and digital cameras, and smart phones.

Personal Vehicle - A vehicle that belongs to an employee.

Pre-Employment – The time after a conditional job offer has been made (the offer is withdrawn if the drug test results are positive). It also means prior to finalizing a transfer or promotion to a safety sensitive position that requires a CDL.

Primary Insurance means that the employee's personal automobile insurance will be primarily responsible for payment in the event that an employee is involved in a motor vehicle accident while conducting Town business.

Proof of the qualifying family member's call-up or active military service documentation is defined as a copy of the military orders or other official Armed Forces communication.

Qualifying event – a marriage, divorce, birth, adoption or death or loss of health insurance coverage. Visit TML or the Human Resources Department for further information.

Reasonable Accommodation – Modifying or adjusting a job process or a work environment to better enable a qualified individual or employee with a disability to be considered for a position or perform the essential functions of a job.

Reasonable Suspicion - A conclusion based on personal observation by any reliable and credible person of an employee's conduct (subject to corroboration, and documented in writing that would lead a reasonably prudent person to suspect that an employee is unable to satisfactorily perform his/her job duties due to use of alcohol, controlled substances, or inhalants. This includes information received from and confirmed in writing from a witness, subject to investigation by department management and/or HR.

Inability to perform may include, but is not limited to:

- A significant drop in the employee's performance level;
- Impaired judgment, reasoning, or level of attention;
- Behavioral change that detracts from performance.

Characteristics indicating reasonable suspicion may include, but are not limited to:

- A pattern of abnormal or erratic behavior;
- Physical symptoms such as glassy or bloodshot eyes, slurred speech, unsteady gait, poor coordination or reflexes;
- Odor of alcohol or marijuana;
- Unexcused absenteeism or tardiness to work and/or from breaks;
- On-the-job accidents or injury;
- Repeated instances of violations of conduct (Police/Fire);
- Excessive force complaints (Police);
- Discharge of a firearm-not to include firearms qualifications (Police);
- Direct observation of the use or possession of alcohol, controlled substances or inhalants.

Reporting Party - Any employee reporting fraudulent, illegal or dishonest activities. For the purpose of this policy the following individuals have been identified as in the Reporting Party:

- Any Supervisor, manager or Department Director
- Any member of the Human Resources Staff
- The Town Manager
- The Town Attorney

Retirement – retiring employees who have served the Town for ten or more continuous years in a full or part-time employment capacity.

Return to Work Physical - A medical examination performed by a qualified medical practitioner (after an employee has been absent from work) to determine whether employees can mentally and or physically perform the essential functions and physical requirements of the job.

Safety Sensitive Function (for CDL only) includes driving, being on-call or on stand-by to drive a vehicle which is designed to carry sixteen (16) or more passengers and/or weighs twenty-six thousand one (26,001) pounds or more; also included is the loading, inspecting, and/or working on the vehicle(s) in any way which could affect vehicular performance or safety.

Secondary insurance means that the Town's general liability will pay the remainder of a claim after the employee's personal (primary) insurance pays a claim.

Serious Health Condition - An illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

Sexual Harassment – sexual advances, requests for sexual favors, unwelcome or offensive touching, and other verbal, graphic, or physical conduct of a sexual nature.

Social Media - A web-based tool for information sharing. At this time, it includes such sites as Facebook, Myspace, Twitter, You Tube, Flickr, blogs, etc.

Software Licensing - A legal instrument (by way of contract law) governing the usage or redistribution of software. All software is copyright protected, irrespective of whether it is in the public domain. It is common practice for software vendors to permit customers to 'try before they buy'. Unlicensed software is a major threat to an organization's Information Security because, not only does this jeopardize the legal position, it also threatens the data held on such systems as no support will be provided.

Spouse – a husband or wife, considered in relation to their partner.

Suspension – Without pay.

Temporary and Seasonal employee – Employees engaged to work full-time or part-time on the Town's Payroll with the understanding that their employment will be terminated no later than upon completion of a specific assignment. (Temporary employees may be offered and may accept new temporary assignments with the Town and thus still retain temporary status.)

Tobacco products – A cigarette, cigar, smoking tobacco, including granulated, plug-cut, crimp-cut, ready ribbed, and any form of tobacco suitable for smoking in a pipe or as a cigarette, chewing tobacco, including Cavendish, Twist, plug, scrap, and any kind of tobacco suitable for chewing, snuff or other preparations of pulverized tobacco or any other article or product that is made of tobacco.

Town Building – any and all buildings or portions of buildings owned, leased, or otherwise controlled by the Town of Sunnyvale.

Town Equipment - Tools, apparatus, weapons, radios, etc. that is stored in a Town vehicle.

Town Property – Town buildings and property, other assigned work locations, Town vehicles and equipment, and private vehicles while being used for Town business for which the Town pays a car allowance or mileage reimbursement.

Town Vehicle - Any motorized mode of transportation that the Town provides and requires a State issued license plate and/or a Texas issued driver's license to operate.

Town Vehicle with Equipment - Any mode of transportation that the Town provides, requires a State issued license plate and/or a Texas issued driver's license to operate that carries or stores Town tools, apparatus, weapons, radios, etc.

Under the influence - The condition existing after the voluntary introduction of any amount of alcohol, inhalant, or controlled substance into the employee's body or an alcohol concentration of 0.02 or greater as set by the U.S. Department of transportation in the Omnibus Transportation Employee Testing Act of 1991 as amended.

Uniformed Employees - Employees who wear a uniform on a daily basis, regardless of their worksite or duties.

Volunteers – Volunteers engaged to provide services to the Town without compensation or benefits.

Weapons – any instrument or gun that is specifically designed, made or adapted for the purpose of inflicting serious bodily injury or death to another. This includes, but is not limited to, clubs, firearms, handguns, illegal knives, explosives, crossbows, bows and arrows, throwing stars and knuckles.

Whistleblower - An employee who brings forth an activity or claim, which that person believes, in good faith, to be fraudulent, illegal or dishonest.

Working Day – Monday through Friday. Unless on a department specified flex-shift schedule.

Working Days – Per FLSA, any day of business excluding Saturdays, Sundays or Town observed holidays. This does not include time that the responding individual is away from work on business, vacation, illness, etc. Flex-shift personnel, see Department Director for specifications.

Summary of Changes

Old Employee Handbook vs. New Employee Handbook

1. Sick leave will not be payable at termination, whether voluntary or involuntary.
2. Holiday leave will not be payable at termination, whether voluntary or involuntary, since Holidays will be paid and not accrued.
3. Town observed Holidays will be paid to employees, not accrued. Employees who work a forty (40) hour workweek will receive Holiday pay in an eight (8) hour increment. This includes flex-shift personnel.
4. Fair Labor Standards Act (FLSA) classifies a "workweek" as forty (40) hours worked within seven (7) consecutive days. Overtime will be calculated as hours worked in excess of forty (40) hours of **actual** hours worked. Actual hours worked plus compensatory time taken, excused absences, jury duty, bereavement and job related subpoenas equals the forty (40) hour "workweek". Sick, vacation, and holiday time is **NOT** included in actual hours worked. There are two types of overtime, scheduled and incidental. Incidental overtime will be paid to the employee, no matter the actual hours worked; i.e. on-call. Exceptions to the overtime calculation components may be granted at the discretion of the Department Director. No drive time is included unless employees work continuously; one (1) hour minimum.
5. Compensatory time may be accrued by both exempt and nonexempt employees. Nonexempt employees earn at one and one-half hours and will be paid for accrued time at their regular rate upon termination, whether voluntary or involuntary.
6. Nonexempt employees have the option, prior to work performed, to accrue hours worked in excess of forty (40) hours in a workweek, as overtime or compensatory time. They must select which option they wish to accrue at, prior to work performed (date of hire), and are required to sign off on their decision. They will have the option to change their selection during the open enrollment period; the month of September. Since compensatory time is in lieu of overtime, employees may "cash out" their compensatory time at any time. They may only accrue a maximum of 24 hours of compensatory time ~~per year~~, after that, they will accrue overtime.
7. Department Directors, if resigning from the Town, are encouraged to provide a minimum of one (1) months' notice.
8. Exit interviews, along with a form, will be available to employees at voluntary termination.
9. Gauchos are labeled "inappropriate dress" unless it is part of a coordinated outfit with a blazer or jacket.
10. Cropped pants are labeled "inappropriate dress" unless it is six inches or longer from the ankle with a coordinated blazer or jacket.
11. See through, netted, or crocheted clothing where you can see undergarments are labeled "inappropriate dress".
12. Baseball caps or hats not part of a uniform must be taken off when inside Town Hall or the Library and may only be worn outside when permitted for use outdoors for protection from the elements of weather. Only Town logos or no logos are allowed.
13. Clothing that is faded, frayed, having tears or holes is labeled "inappropriate dress".
14. Future visible (seen outside of uniform) piercings and/or tattoos, for both men and women, must have prior approval.

15. All Town vehicles and equipment shall be kept free of litter and debris. Since Town vehicles are often used by multiple drivers, it is the responsibility of the current driver to "tidy up" the vehicle by the end of their work day. Consequences for consistent litter or debris left inside or outside of the Town vehicle will be at the Department Director's discretion.
16. All Town vehicles are designated as tobacco free, as such, use of any smokeless tobacco products are strictly prohibited.
17. Travel expense reports must be returned within ten (10) days after returning from any travel.
18. Educational expense tuition reimbursements increased from a maximum of $800.00 to $2,000.00 per employee per fiscal year.
19. The single reimbursement for tuition increased from $400.00 to $1,000.00 per semester.
20. The Town strictly prohibits any employee, other than a certified peace officer, from carrying a weapon on or about his/her person on Town property or while conducting Town business, regardless of whether or not the employee is duly licensed by the State of Texas to carry a concealed handgun or abiding by the open carry law placed into effect on January 1st, 2016, unless authorized to do so by the Town Manager, and in accordance with all applicable laws and regulations.
21. Only employees who were hired prior to adoption of the new employee handbook are eligible ("grandfathered" in) to partake in the sick and vacation "Buy Back Program" for the Town.
22. Post probationary, mid-term, annual and special evaluations with an evaluation form are to begin April 2016.
23. Vacation leave may be taken in one (1) hour increments, minimum.
24. Sick leave may be taken in thirty (30) minute increments, minimum.
25. Compensatory time may be taken in fifteen (15) minute increments, minimum.
26. ~~Veteran's Day (November 11th) is a proposed additional Town observed holiday and will be determined at adoption of this handbook.~~
27. An employee who is on a maternity leave is allowed eight (8) week off for any form of delivery, unless specified by a doctor's written notice.
28. Implementing Sick Leave Donation process.
29. At least once a year, employees are required to take five (5) consecutive working days of vacation. This is for internal control purposes. Determining if applicable only to cash handling personnel or all personnel.

Town of Sunnyvale

Prepared By: Sean P. Fox, Town Manager

Summary:
DISCUSS SPONSORSHIP OF SISD STUDENTS ATTENDING THE KENNETH E. BEHRING NATIONAL HISTORY DAY.

Background & Analysis:
On April 30, 2016, four Sunnyvale ISD students participated and won first place in the 2016 Texas History Day contest at the University of Texas, Austin, and the Bullock Texas State History Museum for their interpretative website, "Glenn Miller: The Band Leader Who Marched for Morale." The four students were Naina Davis, Alina Mathew, Radhika Nune, and Sharon Thomas.

As State winners, they are wanting to participate and represent Sunnyvale and the State of Texas in the Kenneth E. Behring National History Day Contest at the University of Maryland, in College Park, Maryland, June 14-16.

As it is an academic competition, SISD has allocated $2,000, but a total of $3,240 is required for the transportation and housing of the four students and their chaperone. They are conducting fundraisers on campus, but are asking for Council's help to defray the costs.

Staff Recommendation:
Financial sponsorship of students/residents within the municipality is allowed, as their participation would bring credit and positive publicity upon themselves and the community.

Attachment:
none

Town of Sunnyvale

Prepared By: Sean P. Fox

Summary

DISCUSS AND CONSIDER SECOND READING OF AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE CODE OF ORDINANCE TO CREATE ARTICLE 8.11 IN CHAPTER 8 OF THE CODE OF ORDINANCES; PROHIBITING A PROPERTY OWNER OR OCCUPANT FROM ALLOWING PROPERTY, RESIDENCES, AND STRUCTURES TO BE USED FOR GATHERINGS WHERE MINORS CONSUME ALCOHOL OR CONTROLLED; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 ; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Background

Town Staff was asked to work with concerned SISD parents and residents and to propose an ordinance to address social hosting and underage drinking within the Town.

Taking language and best practices from neighboring communities, the draft ordinance was presented to Council on March 14, 2016. Council directed changes to the minimum and maximum fine allowed, adding language related to trespassing in the presumption and defenses section, and that the draft ordinance be placed on the Town's website and Facebook page.

An updated draft was presented to Council on April 11th but was tabled until April 25th to allow additional questions and comments. At the meeting, Council posed questions regarding the difference between criminal and civil penalties, the overall applicability of social hosting laws pertaining to minors and the definition of real property.

According to research staff conducted, there are several differences between civil and criminal cases, but key differences pertain to who or whom was harmed, the burden of proof and the protection afforded defendants. Civil cases usually involve private disputes between persons or organizations whereas criminal cases involve an action that is considered to be harmful to society as a whole. Civil cases require a lower standard of proof such as "the preponderance of the evidence," whereas criminal case must generally be proved "beyond a reasonable doubt." And finally, the protections afforded to defendants under criminal law are considerable (such as the protection against illegal searches and seizures under the 4th Amendment), whereas many of these well-known protections are not available to a defendant in a civil case.

Currently, 33 states have social hosting statutes pertaining to minors and according to research conducted by staff, the applicability or acceptance of those laws is overwhelmingly favorable. The two articles mentioned by a resident during the Council meeting expressed concerns of applying social hosting laws and ordinances to adults or minors between the ages of 18 & 21,

citing that “courts and legislatures should refuse to extend the rationale of minor cases to permit a cause of action against a private host who serves alcoholic beverages to an adult guest.”

According to the research conducted by staff, the following examples are provided as to how they have defined personal property:

Connecticut - Having possession of, or exercising dominion and control over, any dwelling unit or private property.
Florida - A person having control of any residence.
Alaska - Physically in possession and exercising dominion and control over a dwelling.
Arizona - "Occupant" means a person who has legal possession or the legal right to exclude others from the unlicensed premises.
Arkansas - A person who is present and in control of the private property at the time the consumption occurs.
Illinois - His or her residence, or any other private property under his or her control.
Kansas - Person's residence or any land, building, structure or room owned, occupied or procured by such person to be used.
Maine - A place under that person's control.
Michigan - Within that premises, residence, or other real property.
New Hampshire - Person owns or has control of the occupied structure, dwelling, or curtilage, where a drug or underage alcohol house party is held.
New Jersey - A person who makes real property owned, leased or managed by him available to, or leaves that property in the care of, another person with the purpose that alcoholic beverages will be made available.
Oklahoma - A person’s residence, any building, structure, or room owned, occupied, leased or otherwise procured by the person or on any land owned, occupied, leased or otherwise procured by the person, to possess or consume any alcoholic beverage.
Oregon - A person who is present and in control of the location at the time the consumption occurs but does not apply to the owner of rental property, or the agent of an owner of rental property, unless the consumption occurs in the individual unit in which the owner or agent resides.
Rhode Island - His or her residence or on his or her real property.
Tennessee - Any owner, occupant or other person having a lawful right to the exclusive use and enjoyment of property to knowingly allow a person to consume alcoholic beverages, wine or beer on the property.
Washington – “Premises" includes real property, houses, buildings, and other structures, and motor vehicles and watercraft.
Wyoming - The residence or premises by any minor and the person knowingly permitted the residence or premises to be used for that purpose.

At the April 24, 2016 Town Council meeting, Staff was directed to work with attorneys Gordon Foote, Councilmember McNeill, and David Goodhart to address remaining concerns.

Staff Recommendation
Town Staff recommends approval.

Attachments
Proposed Ordinance

ORDINANCE NO. 16-07

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE CODE OF ORDINANCE TO CREATE ARTICLE 8.11 IN CHAPTER 8 OF THE CODE OF ORDINANCES; PROHIBITING A PROPERTY OWNER OR OCCUPANT FROM ALLOWING PROPERTY, RESIDENCES, AND STRUCTURES TO BE USED FOR GATHERINGS WHERE MINORS CONSUME ALCOHOL OR CONTROLLED SUBSTANCES; PROVIDING FOR A PENALTY NOT TO BE LESS THAN $1,000.00 NOR EXCEED $2,000.00; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Sunnyvale **("Town")** is a Texas home rule municipal corporation; and

WHEREAS, the Town has an interest in protecting the minors residing in Sunnyvale; and

WHEREAS, the Town has an interest in protecting the public from the dangers of alcohol consumption and the use of controlled substances by minors;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE:

Section 1. That the above recitals are found to be true and correct, constitute findings and determinations by the Town Council acting in its legislative capacity and are incorporated herein for all purposes.

Section 2. Article 8.11 of the Code of ordinances shall be created to read as follows:

ARTICLE 8.11 -MAINTAINING PROPERTY FOR CONSUMPTION OF ALCOHOL OR USE OF DRUGS BY MINORS

8.1101 - Definitions. For the purposes of this article, the following terms, words, phrases and the derivations thereof shall have the meanings given herein.

Alcoholic beverage shall have the meaning ascribed to it by Section 1.04(1), Texas Alcoholic Beverage Code.

Controlled substance shall have the meaning ascribed to it by Section 481.002(5) of the Texas Controlled Substances Act, Ch. 481, Texas Health & Safety Code.

Minor shall mean a person younger than 21 years of age.

Prohibited underage social gathering shall mean a gathering for primarily social, recreational or entertainment purposes at a property at which (1) one or more minors are in attendance, and (2) one or more minors unlawfully possesses, uses or consumes an alcoholic beverage or controlled substance.

Property shall mean any real property, including any improvements located thereon, within the Town of Sunnyvale, whether owned, leased, rented or used with or without compensation.

When shall not be interpreted strictly to mean an exact time, but shall be interpreted more broadly to include a reasonably defined timeframe such as a weekend or a portion thereof.

8.1102 - Offense.

It shall be unlawful for any person who owns, possesses or controls any property to permit a prohibited underage social gathering to take place at such property if such person knew or reasonably should have known when such prohibited underage social gathering would take place at such property. Only one citation under this article may be issued for each prohibited underage social gathering that occurs in violation of this article, notwithstanding that either (1) the property on which such prohibited underage social gathering occurs is jointly owned, possessed or controlled by more than one person, or (2) more than one minor unlawfully possesses, uses or consumes an alcoholic beverage or controlled substance at such prohibited underage social gathering. It shall not be an offense under this article if all of the minors attending a prohibited underage social gathering are trespassing on the property on which such prohibited underage social gathering occurs.

8.1103 - Presumption and defenses.

A. In the prosecution of an offense under this article, it shall be presumed that a person knew or reasonably should have known when a prohibited underage social gathering would occur on property owned, possessed or controlled by such person if, during any portion of the immediately preceding 12-month period when such property was owned, possessed or controlled by such person, at least two prohibited underage social gatherings have already been responded to by law enforcement at such property and either such law enforcement or the Town provides written notice to such person who owns, possesses, or controls such property setting forth the date and time of such gathering and the minors found to have possessed, used or consumed alcohol or a controlled substance; provided, however, that any such prohibited underage social gathering at which all of the minors in attendance were trespassing on such property shall not be counted for purposes of this subparagraph (A).

B. It is a defense to prosecution of an offense under this article if the possession, use or consumption of alcoholic beverages by a minor was in the visible presence of the minor's adult parent, guardian or spouse, or other adult to whom the minor has been committed by a court, or while in the lawful course and scope of the minor's employment by a licensee or permittee of the Texas Alcoholic Beverage Commission.

C. It is a defense to prosecution of an offense under this article if the person did not know and should not reasonably have known when a prohibited underage social gathering would occur on such person's property.

D. It is a defense to prosecution of an offense under this article if the person used reasonable efforts to stop any minors from unlawfully possessing, using or consuming alcoholic beverages or controlled substances at such person's property once such person became aware that such unlawful possession, use or consumption was occurring.

E. In connection with the interpretation and enforcement of this article, it shall be presumed that all of the minors attending a prohibited underage social gathering are trespassing on the property on which such prohibited underage social gathering occurs if none of such minors are related by blood, marriage or adoption to any person who owns, possesses or controls such property.

8.1104- Penalty.

An offense under this article shall be deemed to be a class C misdemeanor and, upon conviction, is punishable by a fine not less than $1,000.00 and not more than $2,000.00 for each offense.

SECTION 3. That all provisions of the Ordinances of the Town of Sunnyvale, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

Introduced and read at the Town Council meeting on _____, 2016.

PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS ____ DAY OF _____, 2016.

APPROVED:

By:_____
Jim Phaup, Mayor

ATTEST:

_____
Leslie Black, Town Secretary