



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, AUGUST 31, 2021 7:00 PM
SPECIAL CALLED CITY COUNCIL MEETING**

Notice is hereby given that the City of Glenn Heights City Council will hold a Special Called City Council Meeting on Tuesday, August 31, 2021, beginning at 7:00 P.M. in the City Hall, City Council Chambers, located at 1938 South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/129/Agendas-Minutes>.

This City Council Meeting will be live streamed at <https://www.glennheightstx.gov/229/City-Council-Meeting-Videos>.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CONSENT AGENDA

1. Discuss and take action to approve rescheduling the September 21, 2021, Regular City Council Meeting, to September 14, 2021, due to the adoption of the Fiscal Year 2021-2022 Budget, levying of the Ad Valorem Taxes for the year 2021 (Fiscal Year 2021-2022), and the adoption of the Amended Fiscal Year 2020-2021 Budget. (Brandi Brown, City Secretary)

AGENDA

1. Discuss and take action authorizing the City Manager to expend an amount not to exceed \$700,000 as a change order for the City Center Project for the purpose of upgrading site development for the construction of an All-Abilities Park. (David Hall, City Manager)
2. Discuss and take action on Resolution R-32-21, a Resolution of the City Council of the City of Glenn Heights, Texas, amending Resolution R-14-13, as amended, to amend the City's Job Classification Table by adding the positions of Full-Time Recreation Aide and Part-Time Recreation Aide for Parks and

Recreation to Grade 13 and by moving the positions of Utility Worker 1 and Customer Service Clerk 1 from Grade 12 to Grade 13; providing a repealing clause; and providing for an effective date. (David Hall, City Manager)

3. Discuss and take action on Resolution R-35-21, a Resolution of the City Council of the City of Glenn Heights, Texas, approving a Roadway Reconstruction Services Agreement with Level One Paving, Inc. for the Dynasty Subdivision Street Reconstruction Project in an amount not to exceed Three Hundred, Ninety-eight Thousand, Fifty -three and 30/100 Dollars (\$398,053.30) and Authorizing the City Manager to execute the agreement and any related documents necessary for the Project. (Michael Rogers, Deputy City Manager)
4. Update on the City of Glenn Heights Proposed Fiscal Year 2021-2022 Budget. (David Hall, City Manager)
5. Discuss and first reading of Ordinance O-09-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Personnel Policies, Guidelines & Procedures adopted June 7, 2010, by Ordinance O-06-10, as thereafter amended, by amending Section 6.5, "Holiday Observance and Pay" by adding Juneteenth and Veterans Day as City Observed Holidays; providing a repealing clause; providing a savings clause; and providing an effective date. (David Hall, City Manager)

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Texas Government Code 551.071 to seek the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, to wit: Police Department Oversight and Supervision
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Texas Government Code 551.071 to seek the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, to wit: Police Department Oversight and Supervision

ADJOURNMENT

In accordance with the Americans with Disabilities Act, If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938 South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, August 27, 2021.

Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary



AGENDA SUMMARY SHEET

August 31, 2021

CONSENT AGENDA, ITEM 1

Discuss and take action to approve rescheduling the September 21, 2021, Regular City Council Meeting, to September 14, 2021, due to the adoption of the Fiscal Year 2021-2022 Budget, levying of the Ad Valorem Taxes for the year 2021 (Fiscal Year 2021-2022), and the adoption of the Amended Fiscal Year 2020-2021 Budget. (Brandi Brown, City Secretary)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 31, 2021

SUBJECT

This item will allow Council to reschedule the September 21, 2021, Regular City Council Meeting, to September 14, 2021, due to the adoption of the Fiscal Year 2021-2022 Budget, levying of the Ad Valorem Taxes for the year 2021 (Fiscal Year 2021-2022), and the adoption of the Amended Fiscal Year 2020-2021 Budget.

DISCUSSION / BACKGROUND

Per the Director of Dallas County's Tax/Accounting Office, the tax rate must be adopted by September 22, 2021, and the County must have a copy of the signed Ordinance by Noon on Friday, September 24, 2021. If the tax rate were to be adopted at the regularly scheduled meeting on September 21, 2021, staff would not have sufficient time for document processing and mailing.

Historically, the adoption of the Proposed Budget and Amended Budget were considered at the same meeting as the adoption of the tax rate; the adoption of the Fiscal Year 2021-2022 Budget and the Amended Fiscal Year 2020-2021 Budget were placed on this Agenda as well.

PRIOR COUNCIL OR BOARD ACTION

On August 5, 2021, the following information was placed on the Agenda and announced by Nery Pena, Financial Analyst:

Proposed Fiscal Year 2021-2022 Budget:

Public Hearing Date: September 7, 2021

Anticipated Adoption Date: September 14, 2021

Proposed 2021 Property Tax Rate:

Public Hearing Date: September 7, 2021

Anticipated Adoption Date: September 14, 2021

Amended Fiscal Year 2020-2021 Budget:

Public Hearing Date: September 7, 2021

Anticipated Adoption Date: September 14, 2021

PUBLIC CONTACT

Public Notices related to the rescheduled meeting will be posted on the City Council's official bulletin board and on the City of Glenn Heights' website.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends that Council reschedule the September 21, 2021, Regular City Council Meeting, to September 14, 2021.

ATTACHMENTS

PREPARED BY

Brandi Brown, City Secretary

REVIEWED BY

Phill Conner, Finance Director



AGENDA SUMMARY SHEET

August 31, 2021

AGENDA, ITEM 1

Discuss and take action authorizing the City Manager to expend an amount not to exceed \$700,000 as a change order for the City Center Project for the purpose of upgrading site development for the construction of an All-Abilities Park. (David Hall, City Manager)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



AGENDA SUMMARY SHEET

August 31, 2021

AGENDA, ITEM 2

Discuss and take action on Resolution R-32-21, a Resolution of the City Council of the City of Glenn Heights, Texas, amending Resolution R-14-13, as amended, to amend the City's Job Classification Table by adding the positions of Full-Time Recreation Aide and Part-Time Recreation Aide for Parks and Recreation to Grade 13 and by moving the positions of Utility Worker 1 and Customer Service Clerk 1 from Grade 12 to Grade 13; providing a repealing clause; and providing for an effective date. (David Hall, City Manager)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 31, 2021

SUBJECT

Take action on Resolution R-32-21, a Resolution of the City Council of the City of Glenn Heights, Texas, to amend the City's Job Classification Table by adding the Grade 13 position of Recreation Aide (FT) and the Grade 13 position of Recreation Aide (PT) in the Parks & Recreation Department. The full-time and part-time Recreation Aides will support the Senior Center and the new Community Center's extended hours of operation/activities and programming for each facility.

DISCUSSION / BACKGROUND

Resolution No. R-31-20, will amend Resolution No. R-14-13, as amended, to amend the City's Job Classification Table (Attached – Exhibit A) by adding the Grade 13 position of Recreation Aide (PT) and the Grade 13 position of Recreation Aide (FT).

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

SALARY GRADE 13, 2 - RECREATION AIDES (FT) AT \$18.97 PER HOUR:

POSITION	HOURLY RATE	BI-WEEKLY SALARY	ANNUAL SALARY
Recreation Aide (FT)	\$18.97	\$1,517.83	\$39,463.60
Recreation Aide (FT)	\$18.97	\$1,517.83	\$39,463.60

BASE Annual Salary	\$78,927.20
Group Insurance	\$7,885.50
TMRS	\$2,912.41
FICA Tax	\$6,037.93
Total Salary	\$95,763.04

SALARY GRADE 13, 3 – RECREATION AIDES (PT) AT \$17.45 PER HOUR:

POSITION	HOURLY RATE	BI-WEEKLY SALARY @ 16 HOURS PER WEEK	ANNUAL SALARY @ TOTAL ANNUAL HOURS OF 832
Recreation Aide (PT)	\$17.45	\$558.40	\$14,518.40
Recreation Aide (PT)	\$17.45	\$558.40	\$14,518.40
Recreation Aide (PT)	\$17.45	\$558.40	\$14,518.40

BASE Annual Salary	\$43,555.20
FICA Tax	\$3,331.97
Total Salary	\$46,887.17

The Annual Salary for the two full-time Recreation Aides is \$95,763.04 and \$46, 887.17 for the three part-time Recreation Aides, reflecting a total increase of \$142,650.21 for Non-Exempt Hourly Salaries in Parks and Recreation.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of Resolution R-32-21, a Resolution of the City Council of the City of Glenn Heights, Texas, to amend the City's Job Classification Table by adding the Grade 13 position of Recreation Aide (PT) and Grade 13 position of Recreation Aide (FT).

ATTACHMENTS

1. Resolution R-32-21

PREPARED BY

Jaynice Porter-Brathwaite, Human Resources Director

REVIEWED BY

Brandi Brown, City Secretary

RESOLUTION NO. R-32-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING RESOLUTION R-14-13, AS AMENDED, TO AMEND THE CITY'S JOB CLASSIFICATION TABLE BY ADDING THE POSITIONS OF FULL-TIME RECREATION AIDE AND PART-TIME RECREATION AIDE FOR PARKS AND RECREATION TO GRADE 13 AND BY MOVING THE POSITIONS OF UTILITY WORKER 1 AND CUSTOMER SERVICE CLERK 1 FROM GRADE 12 TO GRADE 13; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights, Texas desires to provide for the employment and retention of qualified personnel through clear and concise directives related to employee classification and compensation; and

WHEREAS, the City Council previously adopted an Employee Compensation Plan and Job Classification Table through Resolution R-14-13; and

WHEREAS, the City Council has declared that any modifications to employee positions, compensation, or benefits requested outside of the budget deliberation process must be approved by the City Council; and

WHEREAS, said Job Classification Table was previously revised by Resolutions R-12-15, R-13-15, R-21-18, R-09-19, R-15-19; and R-31-20.

WHEREAS, the City Manager has recommended amendment of the City's Job Classification Table by adding to Grade 13 the positions of Full-Time Recreation Aide and Part-Time Recreation Aide for the Parks and Recreation Department and further by moving the positions of Utility Worker 1 and Customer Service Clerk 1 from grade 12 to grade 13, the amendment being reflected on the amended Job Classification Table attached hereto as Exhibit "A."

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

SECTION 1. The above recitals are hereby found to be true and correct and incorporated herein for all purposes.

SECTION 2. The City Council for the City of Glenn Heights hereby approves and adopts the amended Job Classification Table, attached hereto and incorporated herein as Exhibit "A" to this Resolution, providing for the addition of the positions of Full-Time Recreation Aide and Part-Time Recreation Aide for the Parks and Recreation Department under Grade 13 and for moving the positions of Utility Worker 1 and Customer Service Clerk 1 from Grade 12 to Grade 13.

SECTION 3. The Employee Compensation Plan adopted in Resolution R-14-13, as amended, shall continue in full force and effect until such time as the City Council amends or repeals the same.

SECTION 4. All resolutions heretofore passed and adopted by the City Council of the City of Glenn Heights, Texas, are hereby repealed solely to the extent that said resolutions, or parts thereof, are in conflict herewith.

SECTION 5. This Resolution shall become effective immediately after its passage.

READ, CONSIDERED, PASSED AND ADOPTED by the City Council for the City of Glenn Heights at a meeting on the 7th day of September 2021, at which a quorum was present, and for which due notice was given.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(082321vwtTM124356)

EXHIBIT “A”

AMENDED JOB CLASSIFICATION TABLE

Job Title	Grade	1	2	3	4	5	6	7	8	9	10	11	12	Max
Clerk, Record & Property	13	\$34,242.75	\$36,297.32	\$37,749.21	\$39,259.18	\$40,829.54	\$42,054.43	\$43,316.06	\$44,615.54	\$45,954.01	\$47,332.63	\$48,752.61	\$50,215.19	\$51,721.64
Clerk, Accounting		\$1,317.03	\$1,396.05	\$1,451.89	\$1,509.97	\$1,570.37	\$1,617.48	\$1,666.00	\$1,715.98	\$1,767.46	\$1,820.49	\$1,875.10	\$1,931.35	\$1,989.29
Clerk, Records Management		\$16.46	\$17.45	\$18.15	\$18.87	\$19.63	\$20.22	\$20.83	\$21.45	\$22.09	\$22.76	\$23.44	\$24.14	\$24.87
Utility Worker I														
Recreation Aide (FT)														
Recreation Aide (PT)														
Clerk, Customer Service														
Communications Officer														
Code Compliance Officer	14	\$35,797.90	\$37,945.77	\$39,463.60	\$41,042.15	\$42,683.84	\$43,964.35	\$45,283.28	\$46,641.78	\$48,041.03	\$49,482.26	\$50,966.73	\$52,495.73	\$54,070.61
Clerk, Constituent Services		\$1,376.84	\$1,459.45	\$1,517.83	\$1,578.54	\$1,641.69	\$1,690.94	\$1,741.66	\$1,793.91	\$1,847.73	\$1,903.16	\$1,960.26	\$2,019.07	\$2,079.64
Utility Worker II		\$17.21	\$18.24	\$18.97	\$19.73	\$20.52	\$21.14	\$21.77	\$22.42	\$23.10	\$23.79	\$24.50	\$25.24	\$26.00
Coordinator, Records & Property														
Animal Control Officer														
Field Supervisor	15	\$37,745.40	\$40,010.12	\$41,610.53	\$43,274.95	\$45,005.95	\$46,356.13	\$47,746.81	\$49,179.21	\$50,654.59	\$52,174.23	\$53,739.46	\$55,351.64	\$57,012.19
Coordinator, Accounting/Finance														
Utility Worker III		\$1,451.75	\$1,538.85	\$1,600.40	\$1,664.42	\$1,731.00	\$1,782.93	\$1,836.42	\$1,891.51	\$1,948.25	\$2,006.70	\$2,066.90	\$2,128.91	\$2,192.78
Administrative Support Technician		\$18.15	\$19.24	\$20.01	\$20.81	\$21.64	\$22.29	\$22.96	\$23.64	\$24.35	\$25.08	\$25.84	\$26.61	\$27.41
Coordinator, Meter Service														
Coordinator, Social Service														
Coordinator, Community Engagement														
Backflow Operator														
Permits Coordinator														
Human Resources Generalist	16	\$43,863.40	\$46,495.20	\$48,355.01	\$50,289.21	\$52,300.78	\$53,869.80	\$55,485.90	\$57,150.48	\$58,864.99	\$60,630.94	\$62,449.87	\$64,323.36	\$66,253.06
Utilities Supervisor		\$1,687.05	\$1,788.28	\$1,859.81	\$1,934.20	\$2,011.57	\$2,071.92	\$2,134.07	\$2,198.10	\$2,264.04	\$2,331.96	\$2,401.92	\$2,473.98	\$2,548.19
Supervisor, Utility Billing		\$21.09	\$22.35	\$23.25	\$24.18	\$25.14	\$25.90	\$26.68	\$27.48	\$28.30	\$29.15	\$30.02	\$30.92	\$31.85
Dispatch Supervisor														
Executive Assistant														
Inspector														
Building Official	17	\$49,194.00	\$52,145.64	\$54,231.47	\$56,400.72	\$58,656.75	\$60,416.46	\$62,228.95	\$64,095.82	\$66,018.69	\$67,999.25	\$70,039.23	\$72,140.41	\$74,304.62
Information Technology Specialist		\$1,892.08	\$2,005.60	\$2,085.83	\$2,169.26	\$2,256.03	\$2,323.71	\$2,393.42	\$2,465.22	\$2,539.18	\$2,615.36	\$2,693.82	\$2,774.63	\$2,857.87
Analyst, Finance		\$23.65	\$25.07	\$26.07	\$27.12	\$28.20	\$29.05	\$29.92	\$30.82	\$31.74	\$32.69	\$33.67	\$34.68	\$35.72
Planner														
Public Information Officer														
Supervisor, Utilities														
Job Title	Grade	1	2	3	4	5	6	7	8	9	10	11	12	Max
Utilities Superintendent		\$62,841.22	\$66,611.69	\$69,276.16	\$72,047.21	\$74,929.10	\$77,176.97	\$79,492.28	\$81,877.05	\$84,333.36	\$86,863.36	\$89,469.26	\$92,153.34	\$94,917.94

Superintendent Parks & Recreation	18	\$2,416.97	\$2,561.99	\$2,664.47	\$2,771.05	\$2,881.89	\$2,968.34	\$3,057.40	\$3,149.12	\$3,243.59	\$3,340.90	\$3,441.13	\$3,544.36	\$3,650.69
Court Administrator		\$30.21	\$32.02	\$33.31	\$34.64	\$36.02	\$37.10	\$38.22	\$39.36	\$40.54	\$41.76	\$43.01	\$44.30	\$45.63
Information Technology Administrator														



AGENDA SUMMARY SHEET

August 31, 2021

AGENDA, ITEM 3

Discuss and take action on Resolution R-35-21, a Resolution of the City Council of the City of Glenn Heights, Texas, approving a Roadway Reconstruction Services Agreement with Level One Paving, Inc. for the Dynasty Subdivision Street Reconstruction Project in an amount not to exceed Three Hundred, Ninety-eight Thousand, Fifty -three and 30/100 Dollars (\$398,053.30) and Authorizing the City Manager to execute the agreement and any related documents necessary for the Project. (Michael Rogers, Deputy City Manager)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	

THE CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-35-21

A RESOLUTION OF THE CITY OF GLENN HEIGHTS AUTHORIZING A STREET RECONSTRUCTION SERVICES AGREEMENT WITH LEVEL ONE PAVING, INC., A TEXAS FOR-PROFIT CORPORATION, FOR RECONSTRUCTION OF STREETS IN THE DYNASTY SUBDIVISION WITHIN THE CITY IN AN AMOUNT NOT TO EXCEED THREE HUNDRED, NINETY-EIGHT THOUSAND, FIFTY-THREE AND 30/100 (\$398,053.30) DOLLARS; AUTHORIZING THE CITY MANAGER'S EXECUTION OF SAID AGREEMENT AND ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City desires to enter into an agreement for street reconstruction for all streets in Dynasty Subdivision within the City with Level One Paving, Inc. in accordance with the terms and conditions set forth in the Street Reconstruction Services Agreement attached hereto as Exhibit "A"; and

WHEREAS, through the Interlocal Cooperation Contract Between City of Sanger and City of Glenn Heights (the "Cooperative Purchasing Agreement"), this item has been bid in accordance with all applicable bidding statutes and policies;

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

Section 1. The City Council hereby approves and authorizes the Street Reconstruction Agreement, in substantially the form of that attached hereto and incorporated herein as Exhibit "A", for the reconstruction of streets in the Dynasty Subdivision located within the City, with Level One Paving, Inc., a Texas for-profit corporation, in an amount not to exceed three hundred, ninety-eight thousand, fifty-three and 30/100 (\$398,053.30) dollars.

Section 2. The City Manager is hereby authorized to execute an agreement with Level One Paving, Inc. in substantially the form of that attached hereto as Exhibit "A", as well as any and all related documents necessary to complete the Dynasty Subdivision Street Reconstruction Project.

Section 3. All resolutions of the City of Glenn Heights heretofore adopted which are in conflict with the provisions of the resolution be, and the same are hereby repealed, and all resolutions of the City of Glenn Heights not in conflict with the provisions hereof shall remain in full force and effect.

Section 4. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

Section 5. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Glenn Heights, Texas this 31st day of August, 2021.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(082721vwtTM124473)

EXHIBIT A

[Agreement with Level One Paving, Inc.]

STATE OF TEXAS §
 §
COUNTY OF DALLAS § **STREET RECONSTRUCTION
SERVICES AGREEMENT**

This Street Reconstruction Agreement (“Agreement”) is made by and between the City of Glenn Heights, Texas (“City”) and Level One Paving, Inc., a Texas for-profit corporation (“Contractor” or “Company”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement to provide street reconstruction services for streets in the Dynasty Subdivision in the City; and

WHEREAS, Contractor desires to render services for the street reconstruction work in Dynasty Subdivision within the City;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Contractor completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

**Article II
Scope of Services**

2.1 **The Streets.** Contractor shall provide all labor, services, materials, and equipment required for reconstruction, as set forth in the Scope of Work, Exhibit “A” attached hereto and incorporated herein by this reference, for all streets located within Dynasty Subdivision (full length and width, including intersections). The street reconstruction work described in this Scope of Services, Exhibit “A”, hereto, may be referred to as the “Dynasty S/D Street Reconstruction Project” or the “Project”

2.2 **The Reconstruction Work.** For each of the Streets, Contractor shall furnish all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in and in accordance with the terms, conditions and provisions of the proposal attached hereto as Exhibit “A”(the “Work”). The City may, at any time, stop any

services by the Contractor upon giving Contractor written notice. Contractor shall be bound to the City for Contractor's services by the terms, conditions and responsibilities set forth in this Agreement.

2.3 No Waiver of Rights. Neither the City's review, approval or acceptance of any of the Work required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's negligent performance of any of the services furnished pursuant to this Agreement.

2.4 Permits and Notices. Contractor will comply with all laws and regulations of any public authority having jurisdiction over the Work. The Contractor will also obtain all permits, certificates, and licenses required by the City.

2.5 Removal of Material and Site Cleaning. Contractor shall entirely remove all discarded material, rubbish and waste resulting from the Work and services performed under this Agreement. The Contractor is solely responsible for the proper removal and disposal of all hazardous materials, including but not limited to lead-based materials and asbestos. All debris, material, rubbish and waste created or caused by the Work shall become the property and responsibility of the Contractor. Contractor is further responsible for cleaning the location of the Work upon completion and shall leave the work site each working day in a clean, orderly and safe condition. During the off days, Contractor shall leave the work site clear of all equipment, material, and rubbish and/or waste, unless otherwise agreed to by the Parties.

Article III Schedule of Work

3.1 Work Schedule Established. Contractor agrees to commence the Work upon written direction from City and to complete the same in accordance with the schedule mutually agreed upon by the City and Contractor (the "Work Schedule").

3.2 Time is of the Essence. Contractor acknowledges that time is of the essence and agrees to commence services immediately upon Notice to Proceed and to complete Work as expeditiously as possible and in no event later than eighty (80) days from the date of commencement of the Work, subject to the events of Force Majeure. Both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the services through completion of the Work.

3.3 Liquidated Damages. Failure of the Contractor to complete the Work as set forth in paragraph 3.2 hereof shall result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Contractor will pay the City Two Hundred Dollars (\$200.00) for each day of delay in finishing the Work in excess of time specified for completion, plus any authorized time extensions. Execution of the Agreement under these terms shall constitute agreement by the Contractor and the City that Three Hundred Dollars (\$300.00) for each day of unexcused delay, deducted from the Contractor's

compensation as stated in Article IV, is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages resulting from additional bidding, engineering, inspection and/or other additional work caused by such delay.

Article IV Compensation

4.1 Payment Terms.

- A. City shall compensate Contractor for Work satisfactorily performed under this Agreement in a total amount not to exceed Three Hundred, Ninety-eight Thousand, Fifty-three and 30/100 Dollars (\$398,053.30). All fees paid to Contractor by City shall be based on invoices submitted by Contractor for work performed monthly, less any previous payments, and shall be paid within thirty (30) days of receipt of invoice by City.
- B. City reserves the right to delay, without penalty, any payment or partial payment when, in the opinion of the City, Contractor has not made satisfactory progress on the Work.
- C. City may deduce from any amounts due or to become due to Contractor any sum(s) owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement or in the event of assertion by other parties of any claim or lien against City, or the City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage, or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.
- D. City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed or reasonable evidence indicating possible filing of claim(s);
 - (3) Failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent of Contractor; or
 - (4) Damages to another contractor or subcontractor.

When the above grounds are removed or Contractor provides a surety bond satisfactory to City which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

4.2 Additional Expenses Included. Contractor shall be responsible for all expenses related to the Work provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

4.3 Certified Payroll. Contractor agrees to prepare, maintain, and submit to City with all invoices a certified payroll record providing an accounting of all amounts paid by Contractor for the Work performed under this Agreement, to include:

- Each employee's job classification (e.g. carpenter, electrician, etc.).
- The number of hours each employee worked, including overtime.
- Every employee's rate of pay based on the prevailing wage, including fringe benefits (or cash paid in lieu of fringe benefits).
- Every employee's gross amount earned.
- The name and ID number of every employee who performs any of the Work
- deductions or withholdings.
- Every employee's net wages paid

Article V

Contractor Obligations

5.1 Except where this Agreement provides otherwise, in which case this Agreement shall control, all Work to be performed by Contractor shall be in accordance with the standard specifications set forth in *Public Works Construction Standards – Fifth Edition* published by the North Central Texas Council of Governments. Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

5.3 Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

5.4 Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of this Agreement.

5.5 All minor details of the work not specifically mentioned in Exhibit A hereto but obviously necessary for the proper completion of the Work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as described herein and shown on Project drawings. Contractor shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. Payment for extra work shall be as agreed in the work order.

5.6 Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

5.7 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state, and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Owner during the progress of the work.

5.8 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Owner to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Contractor shall insure the placement, maintenance, and operation of any and all such warning devices as may be required by the City at or near streets, alleys, sidewalks, or other rights-of-way and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the Uniform System of Traffic Control Devices adopted by the Texas Department of Transportation.

5.9 Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exist at, above, or beneath the location where any work is to be performed. In the event that any utility or utility services are disturbed or damaged during the progress of the work, Contractor shall forthwith repair, remedy, or restore the utility at Contractor's sole expense.

5.10 Neither City's review, approval or acceptance of, nor payment for any of the services or Work required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

5.11 The rights and remedies of City under this Agreement are as provided by law.

Article VI

Time for Performance; Suspension of Work

6.1 In the event Contractor's performance of this Agreement is delayed or interfered with by acts of the City or others, Contractor may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

6.2 No allowance of any extension of time, for any cause whatever, shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

6.3 The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VII

Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of Work delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article VIII

Insurance

8.1 Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of the Work pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons

(including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of Work under this Agreement with policy limit of not less than \$500,000.00.

8.2 All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for written notice to the City for cancellation or non-renewal of the insurance in accordance with the policies; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide thirty (30) days written notice to the City of any material change of or to the insurance required herein.

8.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

8.4 A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work.

Article IX Termination

9.1 City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

9.2 If City requires a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

9.3 In the event Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event, of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

B. Without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Contractor.

Article X Indemnification

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF WORK UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY REQUESTS, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN DESIGNATED HAVE BEEN PAID, DISCHARGED, OR WAIVED.

Article XI Surety Bonds

11.1 Performance and Payment Bonds. Contractor shall furnish separate performance and payment bonds to the City, in the form set forth in Exhibit “B” attached hereto, to guaranty full and faithful performance of the Agreement under the Contract Documents and full and final payment of all persons supplying labor or materials to the Project. Each bond required shall set forth a penal sum in an amount not less than the Contract Price. In the event the Contract Price is adjusted, the penal sum of both the performance bond and the payment bond shall be increased by like amount. The performance and payment bonds shall be executed by a surety or sureties authorized to do business in the State of Texas by the State Board of Insurance.

11.2 Maintenance Bond. Upon execution of this Agreement and prior to commencement of the Work, Contractor shall furnish to City a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, in the form set forth in Exhibit “B” attached hereto, written by an approved surety authorized and duly licensed to conduct business in the State of Texas.

Article XII Miscellaneous

12.1 Entire Agreement. This Agreement, including the attached Exhibits “A” and “B”, constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

12.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

12.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City Manager
City of Glenn Heights, Texas
1938 S. Hampton Rd.
Glenn Heights, Texas 75154

With Copy to:

Victoria W. Thomas, City Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard St., Suite 1800
Dallas, Texas 75201

If intended for Contractor:

Level One Paving, Inc.

12.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

12.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

12.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.13 Exculpatory. Contractor shall make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, and that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

12.14 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.15 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.16 Sales and Use Taxes. Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

12.17 Prohibition of Boycott of Israel. Contractor verifies that it does not boycott Israel and agrees that during the term of this Agreement it will not boycott Israel as that term is defined in Texas Government Code section 808.001, as amended.

12.18 Prohibition of Boycott of Energy Companies. Contractor verifies that it does not Boycott energy companies and agrees that during the term of this Agreement it will not boycott energy companies as these terms are defined in Texas Government Code Section 809.001, as amended. This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees

and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement

12.19 Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations. Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

EXECUTED this _____ day of _____, 2021.

City of Glenn Heights, Texas

By: _____
David A. Hall, City Manager

Approved as to form:

By: _____
Victoria W. Thomas, City Attorney
(082721vwtTM124467)

EXECUTED this _____ day of _____, 2021.

Level One Paving, Inc.

By: _____
Name: _____
Title: _____

**EXHIBIT “A”
(Scope of Work)**

SECTION NO. 2
PROPOSAL

Proposal of
LEVEL ONE PAVING, INC.
Address
8002 RECTOR ROAD
SANGER TEXAS 76266
City State

TO THE CITY OF GLENN HEIGHTS, TEXAS :

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the **DYNASTY SUBDIVISION STREET RECONSTRUCTION** in the City of Glenn Heights, Texas, for the following prices, which it is clearly and definitely understood, shall include all construction materials and same as required by the detailed specifications

PROPOSAL SCHEDULE

NO.	QUANTITY AND UNIT	DESCRIPTION AND PRICE IN WORDS	PRICE IN FIGURES	
			UNIT PRICE	TOTAL
1	145,003 S.F.	Pulvermix existing roadway material (8-inch depth) including 40 lbs. per square yard of Type I Portland Cement, processing, compacting and finishing with prime coat, complete and in place for the sum of <u>ONE</u> Dollar and <u>TEN</u> Cents per square foot.	\$1.10	\$159,503.30
2	1,835 Tons	Furnish and install 2-inch Type D fine graded binder surface course asphalt pavement, complete and in place for the sum of <u>THREE</u> <u>HUNDRED</u> Dollars and <u>NO</u> Cents per ton.	\$300.00	\$550,500.00
TOTAL AMOUNT				\$710,003.30
ADJUSTMENT FACTOR (From Page 2) Discount \$170 per ton				\$311,950.00
TOTAL AMOUNT				\$398,053.30

SECTION 2

1

1WTRE.07-4066

The unit pricing shown in the Proposal is based on the Interlocal Agreement between the City of Sanger and the City of Glenn Heights for Cooperative Purchasing along with any other related and necessary documents to provide effect to the Agreement.

Interlocal Agreement resolved and adopted on the 3rd Day of August 2021.

CONTRACTOR ADJUSTMENT FACTOR FOR LARGE QUANTITY
EXCEEDING 1,000 TONS (BID ITEM 2)
To be multiplied to the Unit Price Amount of Bid Item 2

\$170 per ton discount

11065.21

SECTION 2
2

It is definitely understood that in case of a conflict among the prices quoted for any item in the Proposal Schedule on the foregoing pages, the unit price or lump sum price shall govern.

The undersigned bidder agrees to begin work within ten (10) days after date of written notice to do so, and substantially to complete the work within 60 working days and final complete within 80 working days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

* Total represents total determined by multiplying quantity by total unit price. Unit Labor and Unit Material prices should add to give total unit price set forth in "Description and Price in Words" column.

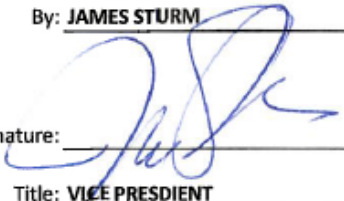
The undersigned acknowledges receipt of the following addendum:

PROPOSER:

LEVEL ONE PAVING, INC.

Company

By: JAMES STURM

Signature: 

Title: VICE PRESIDENT

8002 RECTOR ROAD

Address

SANGER

City

TEXAS 76226

State

(Seal if Corporation)

SECTION 2

3

11065.21

**Exhibit “B”
(Performance, Payment and Maintenance Bond Forms)**

PERFORMANCE BOND

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Level One Paving, Inc., as Principal (“Contractor”) and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Glenn Heights, Texas (“City”), in the sum of **Three Hundred, Ninety-Eight Thousand, Fifty-three and 30/100 Dollars (\$398,053.30)**. Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain Agreement for Street Reconstruction (“Contract”) for the reconstruction of streets within the Dynasty Subdivision (“Project”) with the City of Glenn Heights, Texas, dated the ____ day of _____, 2021; said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform its work pursuant to the Contract’s terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered Contractor’s competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of the Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that City shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for City’s benefit, and City shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

done thereunder, as provided in the Contract and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless City from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that City shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to City the actual amounts of attorneys' fees incurred by City in connection with such suit.

This bond and all obligations created hereunder shall be performable in Dallas County, Texas.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2021.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

PAYMENT BOND

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Level One Paving, Inc., as Contractor, hereinafter called “Principal” and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called “Surety”, do hereby acknowledge ourselves to be held and firmly bound to the City of Glenn Heights, Texas, a Texas home-rule municipality, in the sum of **Three Hundred, Ninety-Eight Thousand, Fifty-three and 30/100 Dollars (\$398,053.30)** for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain Agreement for Street Reconstruction (“Contract”) for the reconstruction of streets within the Dynasty Subdivision (“Project”) with the City of Glenn Heights, Texas, dated the ____ day of _____, 2021; said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that the Bond guarantees the prompt payment and satisfaction of all bills, invoices and statements, including those for usual extras, together with protection of all claims of claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant. Should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform, all and singular the covenants, conditions, and agreements in and by said Contract agreed to by the Principal and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect

This Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contracts, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be subject to and in accordance with the provisions of said statutes to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does

hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this___day of _____, 2021.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

MAINTENANCE BOND

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT Level One Paving, Inc., whose address is _____, as Principal, and _____ whose address is _____, a corporation organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto City of Glenn Heights, Texas, hereinafter called City, the sum of **Three Hundred, Ninety-Eight Thousand, Fifty-three and 30/100 Dollars (\$398,053.30)** which is one hundred per cent (100%) of the Contract Price of the Contract defined herein, in lawful money of the United States, for the payment of which sum will and truly to be made unto said City of Glenn Heights, and its successors, said Principal and Sureties do hereby bind ourselves, our heirs, executors, administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract Price decrease the sum of this Bond.

WHEREAS, Principal has entered into a certain Agreement for Street Reconstruction (“Contract”) for the reconstruction of streets within the Dynasty Subdivision (“Project”) with the City of Glenn Heights, Texas, dated the _____ day of _____, 2021; said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, said Contract was entered into pursuant to the requirements of the City; and

WHEREAS, in said Contract, Principal, as Contractor, binds itself to use of materials and methods of construction such that all improvements including but not limited to the completed Project will be initially completed free of perceptible defects and will remain in good repair and condition and free of perceptible defects for and during the period of two (2) years after the date of acceptance of the completed work and/or improvements by the City; and

WHEREAS, said Principal binds itself to construct said improvements in such a manner and obtain inspection approvals in proper sequence as are required to obtain acceptance by the City and to repair or reconstruct the said improvements in whole or in part at any time within said two (2) years period to such an extent as the City deems necessary to properly correct all defects except those which have been caused by circumstances and conditions occurring after the time of construction over which the Principal had no control and which are other than those arising from defect of construction by the Principal; and

WHEREAS, after the acceptance of the improvements by the City, said Principal binds itself, upon receiving notice from the City of the need thereof to repair or reconstruct said improvements and if the Principal fails to make the necessary corrections, within ten (10) days after being notified, the City may do or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred; and

WHEREAS, under the Contract Documents it is provided that the Contractor (i.e. the Principal named herein) will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said Contractor; and in case the said Contractor shall fail to do so, within ten (10) days after being notified, it is agreed that the City may do said work and supply such materials, and charge to same against the said Contractor, and Sureties, on this obligation, and said Contractor and Sureties hereon shall be subject to the liquidated damages mentioned in said contract.

NOW THEREFORE, if the said Contractor, shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said Contractor in the performance of his Contract to so maintain and repair said work, then these presents shall have full force and effect, and said City shall have and recover from said Contractor and Sureties damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Sureties hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner - affected from any cause during said time.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Dallas County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, HOWEVER, that Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this Bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this Bond may be subject to. If the Surety's obligation under this Bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this Bond furnish written certification to City that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who

are duly authorized, accredited or trusted to do business in the State of Texas. In addition to the foregoing, If this Bond is in an amount in excess of \$100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the City immediately upon the effective date of this Bond a list of companies which includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury. This Bond complies with the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by them; and the said _____ has caused these presents to be executed by its ATTORNEY-IN-FACT and the said ATTORNEY-IN-FACT has hereunto set his hand this the _____ day of _____, 2021.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 2021.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:



AGENDA SUMMARY SHEET

August 31, 2021

AGENDA, ITEM 4

Update on the City of Glenn Heights Proposed Fiscal Year 2021-2022 Budget. (David Hall, City Manager)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



AGENDA SUMMARY SHEET

August 31, 2021

AGENDA, ITEM 5

Discuss and first reading of Ordinance O-09-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Personnel Policies, Guidelines & Procedures adopted June 7, 2010, by Ordinance O-06-10, as thereafter amended, by amending Section 6.5, "Holiday Observance and Pay" by adding Juneteenth and Veterans Day as City Observed Holidays; providing a repealing clause; providing a savings clause; and providing an effective date. (David Hall, City Manager)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 31, 2021

SUBJECT

Take action on Ordinance O-09-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, to amend the City's Personnel Policies, Guidelines and Procedures. Staff is proposing consideration of the addition of two additional dates for Holiday Observance and Pay.

DISCUSSION / BACKGROUND

Staff is proposing the following days for inclusion in the City's list of paid, observed holidays found in Section 6.5 of the City's Personnel Policies and Guidelines:

- Veteran's Day, November 11
- Juneteenth, June 19th

The addition of those two dates would change the total number of paid, observed holidays from 9 to 11.

A recent Texas Human Resources survey indicated that many respondents across the state either observe or are considering observing both holidays. Additionally, an additional survey from the same group found that more than 92% (110 responses) of respondent cities observe more than 9 holidays.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

The addition of two paid, observed holidays will increase the proposed budget by approximately \$16, 775 in salaries for the Police and Fire Departments for both days.

Police - \$9,546.33

Fire - \$7,228.48

Est. Tot. \$16,774.81

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of Ordinance O-09-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, to amend the City's Personnel Policies, Guidelines and Procedures, amending Sec. 6.5 Holiday Observance and Pay, to add:

- Veteran's Day, November 11
- Juneteenth, June 19th

ATTACHMENTS

1. Ordinance O-09-21
2. Texas Human Resources Survey Response Table
3. Texas Human Resources Survey Response Graphs and Charts

PREPARED BY

David Hall, JD, City Manager

REVIEWED BY

Brandi Brown, City Secretary

**CITY OF GLENN HEIGHTS, TEXAS
ORDINANCE NO. O-09-21**

**AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS,
AMENDING THE PERSONNEL POLICIES, GUIDELINES &
PROCEDURES ADOPTED JUNE 7, 2010, BY ORDINANCE O-06-
10, AS THEREAFTER AMENDED, BY AMENDING SECTION 6.5,
“HOLIDAY OBSERVANCE AND PAY” BY ADDING JUNETEENTH
AND VETERANS DAY AS CITY OBSERVED HOLIDAYS;
PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Glenn Heights, Texas, desires to amend the Personnel Policies, Guidelines & Procedures, adopted June 7, 2010, by Ordinance O-06-10, as thereafter amended, by amending Section 6.5 regarding “Holiday Observance and Pay” by adding June 19th, “Juneteenth” and November 11th, “Veteran’s Day”, to the list of City Observed Holidays set forth therein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS THAT:

SECTION 1. The Personnel Policies, Guidelines & Procedures, adopted June 7, 2010, by Ordinance O-06-10, as thereafter amended from time to time, shall be and hereby is amended by amending Section 6.5 titled “Holiday Observance and Pay” to read as follows (amendments shown in red):

6.5 Holiday Observance and Pay

All regular full-time employees,

. . .

Employees who are schedules for approved vacation or time off on a City observed holiday and are called back for mandatory service will receive their regular rate of pay times 1.5 (Time and one-half) for any hours worked on that holiday.

City Observed Holidays	
New Year’s Day	January 1 st
Martin Luther King Jr.	3 rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in

Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in
Day After Thanksgiving	4th Friday in
Christmas Eve	December 24th
Christmas Day	December 25th
9/11 Memorial Day	*May be substituted for one personal day for Fire

SECTION 2. All provisions of the ordinances of the City of Glenn Heights in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and all other provisions of the ordinances of the City of Glenn Heights not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. 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 thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. This Ordinance shall take effect immediately from and after its passage.

DULY PASSED by the City Council of the City of Glenn Heights, Texas, on this the _____ day of _____ 2021.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas City Attorney
(082421vwtTM124385)

		How many holidays, including a personal/floating (or similar) holiday, does your city offer?	Which of the following does your city recognize as a holiday? (check all that apply)			
My City:	My city is generally in the following					
Open-Ended Response	Response	Response	Floating/Personal Holiday (varies	Juneteenth (June)	Veteran's Day (Nov	Other (please specify):
Abilene	West Texas	11	Do Not Observe	Considering to observe	Currently observe	
Alamo Heights	South Texas	14	Currently observe	May remove/replace with another	Currently observe	Battle of Flowers Parade
Amarillo	Panhandle	12	Currently observe		Currently observe	
Anna	North Texas	12		Considering to observe	Currently observe	
Aransas Pass	South Texas	13	Currently observe	Considering to observe	Do Not Observe	
Argyle	North Texas	13	Currently observe		Currently observe	
Arlington	North Texas	11	Do Not Observe	Considering to observe	Do Not Observe	
ATHENS	East Texas	12	Currently observe	Do Not Observe	Currently observe	
Azle	North Texas	11	Currently observe	Do Not Observe		Floating Holiday for Fire is designated as 9/11 Patriot Day so I gave best answer based on options
Bandera	South Texas	10			Currently observe	
Bedford	North Texas	12	Currently observe			1 Floating Holiday, 2 Personal Days
Bellaire	South Texas	12	Currently observe		Currently observe	
Bellmead	Central Texas	13			Currently observe	
Boerne	South Texas	13	Do Not Observe	Considering to observe	Currently observe	
Brenham	Central Texas	13	Currently observe	Considering to observe	Currently observe	County Fair Day
Bryan	Central Texas	12	Currently observe	Do Not Observe	Do Not Observe	We get a total of 12 (2 of which are Floating Holidays)
Buda	Central Texas	14	Currently observe	Considering to observe	Currently observe	Columbus Day (October 11)
Burnet	Central Texas	13	Do Not Observe		Currently observe	Columbus Day
Cedar Hill	North Texas	11	Currently observe			Firefighters shall receive a holiday designated as September 11 in lieu of Labor Day.
Cedar Park	Central Texas	12	Currently observe	Do Not Observe	Currently observe	
Cibolo	Central Texas	14	Do Not Observe	Considering to observe	Currently observe	Columbus Day, NYE
Cleburne	North Texas	11		Do Not Observe	Do Not Observe	Floating day is Birthday/911 day for firefighters
College Station	Central Texas	11	Currently observe	Considering to observe	Do Not Observe	*We count Patriot Day as floating holiday option under the requiremnts for firefighter holiday count
Conroe	East Texas	12			Currently observe	Patriot Day is a floating holiday
Coppell	North Texas	12	Currently observe	Considering to observe	Do Not Observe	We do a half day the Wed before Thanksgiving
Copperas Cove	Central Texas	13			Currently observe	Columbus Day October 11
Crandall	East Texas	14	Currently observe	Currently observe	Currently observe	
Decatur	North Texas	11	Currently observe		Currently observe	
Denton	North Texas	9	Do Not Observe	Do Not Observe	Do Not Observe	
DeSoto	North Texas	11	Currently observe			
Duncanville	North Texas	11		Do Not Observe	Do Not Observe	Birthday Holiday

Edinburg	South Texas	11	Currently observe		Currently observe	
El Campo	South Texas	11	Do Not Observe	Considering to observe	Currently observe	
El Paso	West Texas	11	Do Not Observe	Currently observe	Currently observe	Birthday Holiday
Elgin	Central Texas	15+	Do Not Observe	Currently observe	Currently observe	Columbus Day - October
Ennis	North Texas	12	Do Not Observe		Currently observe	
Fair Oaks Ranch	Central Texas	13	Currently observe	Considering to observe	Currently observe	Columbus Day
Farmers Branch	North Texas	9	Do Not Observe	Do Not Observe	Do Not Observe	
Flower Mound	North Texas	11	Currently observe	Considering to observe	Do Not Observe	Firefighters receive Patriot Day instead of a floating holiday
Forest Hill	North Texas	12		Considering to observe	Do Not Observe	Employee's Birthday (after 1 year of service)
Fort Worth	North Texas	10	Currently observe	Considering to observe	Do Not Observe	
Fredericksburg	Central Texas	12	Do Not Observe	Do Not Observe	Currently observe	County Fair Day (Oldest running county fair in Texas)
Garland	North Texas	12	Currently observe	Do Not Observe	Do Not Observe	
Georgetown	Central Texas	13	Currently observe	Considering to observe	Do Not Observe	
Grand Prairie	North Texas	10	Currently observe	Considering to observe		
Grapevine	North Texas	9		Do Not Observe	Do Not Observe	One personal holiday
Haltom City	North Texas	11	Do Not Observe			
Harker Heights	Central Texas	13	Currently observe	Considering to observe	Currently observe	Half a day for Christmas Eve and New Years Eve
Harlingen Waterworks System	South Texas	9	Do Not Observe	Do Not Observe	Do Not Observe	
Heath	North Texas	12	Do Not Observe	Do Not Observe	Currently observe	We have not discussed observing Juneteenth at this time, however, if other Cities plan to observe it might be discussed at a later time.
Hewitt	Central Texas	12	Currently observe	Considering to observe	Currently observe	
Highland village	North Texas	12	Currently observe			Includes 2 personal days & birthday
Horseshoe Bay	Central Texas	11	Currently observe	Considering to observe	Do Not Observe	
Huntsville	East Texas	14	Currently observe	Currently observe		
Ingleside	South Texas	11	Currently observe	Considering to observe	Currently observe	
Irving	North Texas	9	Currently observe	Do Not Observe	Do Not Observe	Unscheduled holiday
Keene	North Texas	10				
Killeen	Central Texas	13			Currently observe	Columbus Day
Krum	North Texas	9				
Kyle	Central Texas	14	Currently observe	Considering to observe	Currently observe	
Lake Worth	North Texas	11	Currently observe	Considering to observe	Do Not Observe	
Lakeway	Central Texas	12	Currently observe	Considering to observe	Do Not Observe	I advised my city manager that we may want to take to council for consideration, but it would be next year to first observe if approved.
Leander	Central Texas	12			Currently observe	Patriot Day - only Fire/PD
Lewisville	North Texas	9				
Longview	East Texas	10	Currently observe	Considering to observe	Do Not Observe	the floating holiday is observed at Christmas

Lubbock	Panhandle	11	Currently observe		Currently observe	
Lucas	North Texas	11	Currently observe	Considering to observe	Do Not Observe	Birthday Holiday
Manor	Central Texas	15+	Currently observe	Currently observe	Currently observe	
Marble Falls	Central Texas	14	Currently observe		Currently observe	
McKinney	North Texas	10	Currently observe	Do Not Observe		
Mesquite	North Texas	10	Currently observe	Do Not Observe	Do Not Observe	
Midlothian	North Texas	11	Currently observe		Do Not Observe	
Mission	South Texas	14	Currently observe	Considering to observe	Currently observe	New Year's Eve - 4 hours (9/11 for Public Safety only)
Mont Belvieu	South Texas	10	Currently observe	Do Not Observe	Currently observe	Christmas Eve is currently observed as our Floating Holiday and we are proposing to make it part of the regularly observed Holiday schedule. We have not yet discussed Juneteenth.
Murphy	North Texas	10	Do Not Observe			Note: Fire takes Patriot Day in place of Labor Day
New Braunfels	Central Texas	13	Currently observe			
North Richland Hills	North Texas	10	Currently observe			NRH has total of 10 holidays 1 personal holiday and 1 birthday holiday
Palestine	East Texas	11		Considering to observe	Currently observe	
Pflugerville	Central Texas	13	Currently observe	Currently observe		
Portland	South Texas	10				
Prosper, TX	North Texas	10				Public Safety can take 911 in lieu of Labor Day.
Red Oak	North Texas	12			Currently observe	Columbus Day
Richardson	North Texas	9	Currently observe			
Roanoke	North Texas	12	Do Not Observe	Do Not Observe	Currently observe	FFs receive 13 total with Patriot Day. All other EEs receive 12.
Robstown	South Texas	12	Currently observe	May remove/replace with another	Currently observe	
ROCKWALL	North Texas	11	Do Not Observe	Do Not Observe	Do Not Observe	
Rosenberg	South Texas	14	Currently observe	Do Not Observe	Currently observe	Fort Bend County Fair Day (last Friday in September)
Round Rock	Central Texas	11			Currently observe	
Rowlett	North Texas	10	Currently observe			
Royse City	North Texas	12	Currently observe	Considering to observe		
San Angelo	Central Texas	11	Do Not Observe	Considering to observe	Currently observe	The Fire Department observes Patriot Day in place of Good Friday
San Marcos	Central Texas	12	Currently observe	Considering to observe	Currently observe	
Sanger	North Texas	12	Currently observe	Considering to observe	Currently observe	
Sherman	North Texas	12	Currently observe	Considering to observe	Do Not Observe	
Snyder	West Texas	15+	Currently observe		Currently observe	Columbus Day
Southlake	North Texas	11	Currently observe	Do Not Observe	Do Not Observe	Patriot Day is observed on Labor Day, it's a dual holiday.
Taylor	Central Texas	14	Currently observe	Considering to observe	Currently observe	
Texarkana	East Texas	12	Do Not Observe	Considering to observe	Currently observe	Day after Christmas
The Colony	North Texas	14	Currently observe	Considering to observe	Currently observe	We will begin observing Juneteenth in 2022

Travis County WCID#17	Central Texas	13	Currently observe			2 Personal 3 Floating
University Park	North Texas	10	Currently observe	Currently observe	Do Not Observe	
Uvalde	South Texas	13	Do Not Observe		Currently observe	1 more additional personal floating Holiday for all employees but the Fire Dept. who receive Patriot Day
Venus	Central Texas	10	Do Not Observe	Do Not Observe	Do Not Observe	
VICTORIA	South Texas	14	Currently observe	Considering to observe	Currently observe	Columbus Day
Waco	Central Texas	12	Considering to observe	Do Not Observe	Currently observe	
Watauga	North Texas	11	Currently observe	Do Not Observe	Do Not Observe	Personal Day may be used to observe 9/11
Waxahachie	Central Texas	13	Currently observe		Currently observe	
West University Place	South Texas	10	Do Not Observe			
Wichita Falls	North Texas	11	Currently observe			
Wylie	North Texas	10	Currently observe	Considering to observe	Do Not Observe	

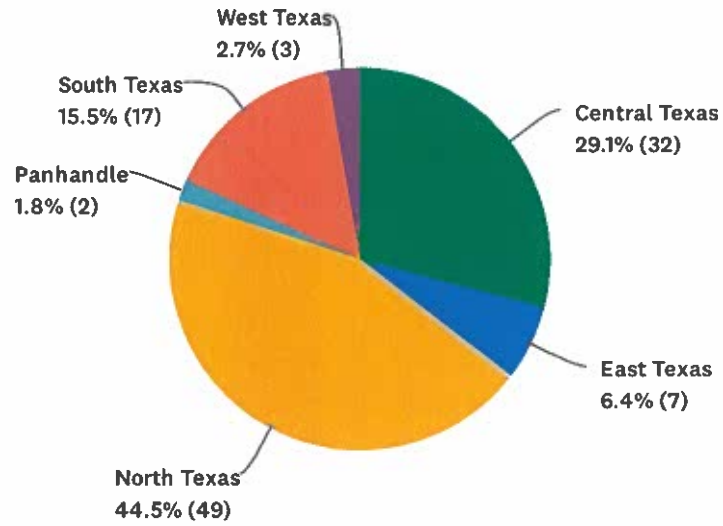
City Holidays Recognized

Q1 My City:

Answered: 110 Skipped: 0

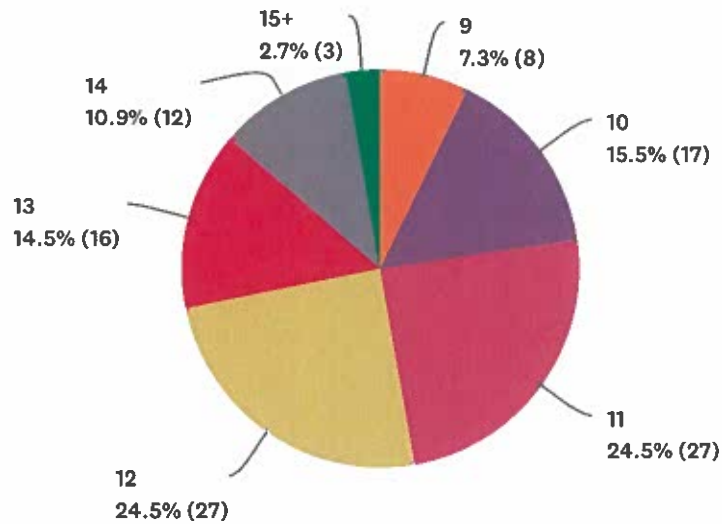
Q2 My city is generally in the following region:

Answered: 110 Skipped: 0



Q3 How many holidays, including a personal/floating (or similar) holiday, does your city offer?

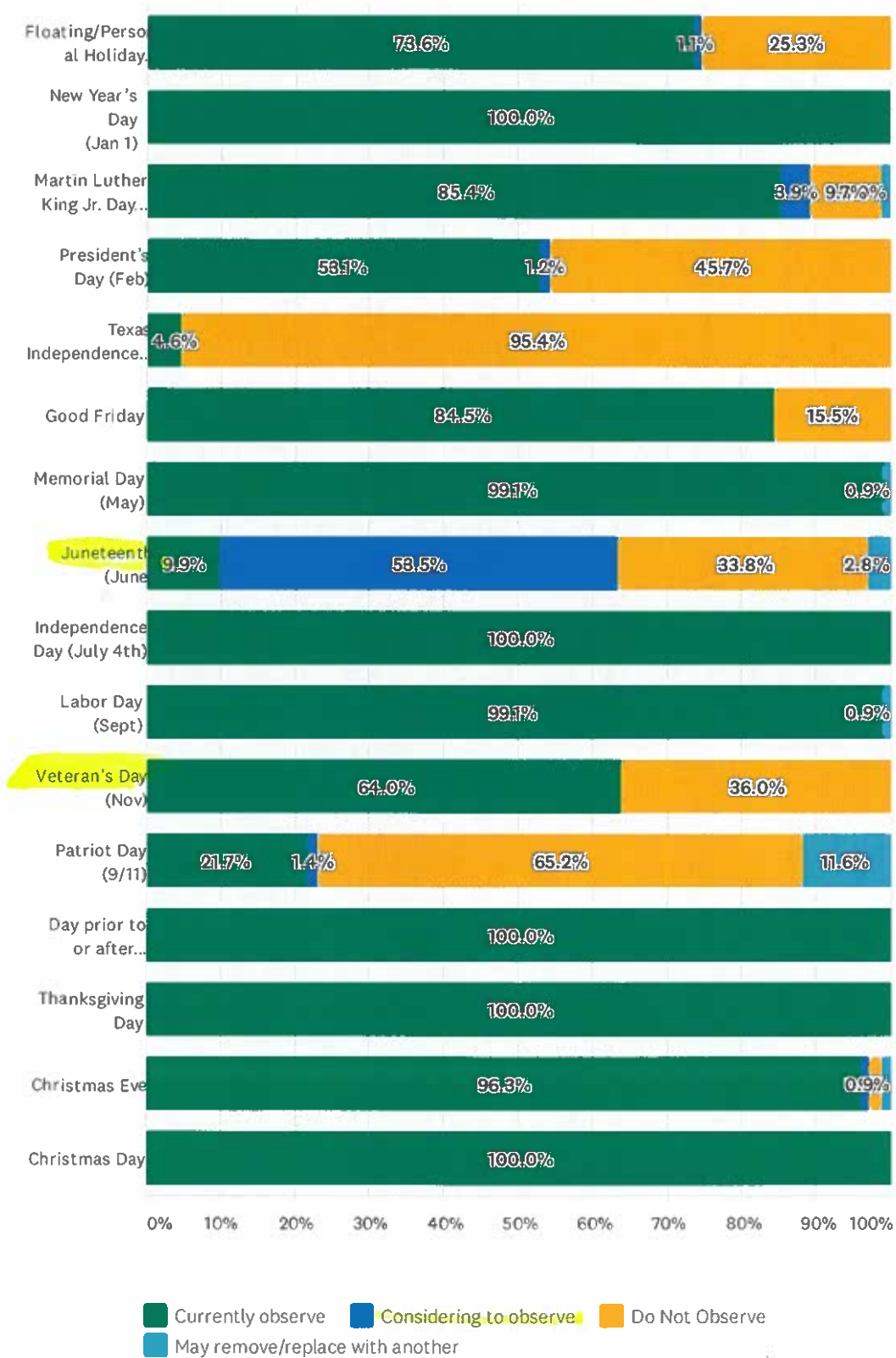
Answered: 110 Skipped: 0



Q4 Which of the following does your city recognize as a holiday? (check all that apply)

Answered: 110 Skipped: 0

City Holidays Recognized





AGENDA SUMMARY SHEET

August 31, 2021

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Texas Government Code 551.071 to seek the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, to wit: Police Department Oversight and Supervision
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Texas Government Code 551.071 to seek the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, to wit: Police Department Oversight and Supervision

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	
