

AGENDA
SILSBEE CITY COUNCIL
SPECIAL CALLED MEETING
MONDAY NOVEMBER 8, 2021, AT 6:00 P.M.
LOCATION: 1220 HWY 327 EAST, SILSBEE, TEXAS
CITY HALL/MEETING ROOM

- I. CALL TO ORDER/ROLL CALL.
- II. PLEDGE AND INVOCATION.
- III. HEARING OF VISITORS.
- IV. CONSENT AGENDA ITEMS.
 1. Discussion and Possible Action on Approving the Certificate of Construction Completion by King Solutions Services, LLC for the 2020 Sanitary Sewer Project. (Trey Gaspard, LJA Engineers)
 2. Discussion and Possible Action on Approving Final Pay Request/Release of Retainage to King Solutions Services, LLC in the amount of \$68,976.10 for the 2020 Sanitary Sewer Rehabilitation Project. (City Manager)
- V. ITEMS TO BE CONSIDERED.
 1. Discussion and Possible Action/Review of rates presented by Piney Woods for the Dump Site located at 14785 FM 418 East, Silsbee, Texas.
 2. Discussion and Possible Action on request from Friends of the Library to allow road closure from Ave. H at 5th Street to the 3rd Street intersection at the Feed Store and then from 4th Street at the Railroad Tracks to Ave. H intersection in front of the Old Pines Theater on Saturday, December 4, 2021 from 7:00 a.m. until 4:00 p.m. for the 26th Annual Christmas in the Big Thicket Festival. (Librarian, Pam Hart)
 3. Discussion and Possible Action on Resolution No. 21-41
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SILSBEE, TEXAS AUTHORIZING THE EXECUTION OF THE 2021-2022 ARTICLES OF AGREEMENT BETWEEN THE CITY OF SILSBEE AND THE SILSBEE POLICE ASSOCIATION AND AUTHORIZING A SIGNATORY FOR SAID AGREEMENT.
(City Manager)
 4. Discussion and Possible Action on location of the Splash Town.
(EEDC Director, Christy Heisner)
 5. Discussion and Possible Action on Resolution No. 21-42
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SILSBEE, TEXAS SETTING A PUBLIC HEARING TO DISCUSS A PROPOSED ORDINANCE CREATING A MUNICIPAL DRAINAGE SYSTEM AND ORDERING THAT NOTICE OF SAID HEARING AND THE FULL TEXT OF THE PROPOSED ORDINANCE BE PUBLISHED IN THE NEWSPAPER OF GENERAL CIRCULATION.
(City Manager)
 6. Discussion and Possible Action on the FINAL Selection of Streets for the FY2021-2022 Capital Street Improvement Project. (City Manager)
 7. Discussion and Possible Action on Resolution No. 21-43
A RESOLUTION OF THE CITY COUNCIL OF SILSBEE TEXAS, APPROVING THE PROPOSAL FOR ENGINEERING SERVICE AND

WORK AUTHORIZATION PRESENTED TO THE CITY OF SILSBEE, TEXAS BY LJA ENGINEERING, INC. FOR ENGINEERING SERVICES ON THE 2022 HMAC STREET IMPROVEMENT PROJECT AND AUTHORIZING THE CITY'S MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF.
(City Manager)

8. Discuss and Possible Action to Approve advertising for bids for the Sanitary Sewer Improvements for the City's TxCDBG Contract #7220431. (City Manager)

9. Discussion and Possible Action on Resolution No. 21-44
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SILSBEE, TEXAS CASTING ITS VOTES AT THE ELECTION FOR THE BOARD OF DIRECTORS FOR THE HARDIN COUNTY APPRAISAL DISTRICT. (City Manager)

VI. DISCUSSION ABOUT ITEMS NOT ON THE AGENDA SPECIFICALLY LIMITED TO PROPOSALS THAT A SUBJECT BE PLACED ON THE AGENDA FOR A SUBSEQUENT MEETING. (City Manager)

VII. EXECUTIVE SESSION.

- a. Pursuant to Texas Gov't Code Sect. 551.074(a)(1) to deliberate the appointment, employment, evaluation, reassignment, duty, discipline, or dismissal of a Public Officer or Employee.
- b. Pursuant to Texas Gov't Code Sect. 551.071(A) to consult with City Attorney on Pending or Contemplated Litigation.
- c. Pursuant to Texas Gov't Code Sect. 551.071(2) to consult with its Attorney on matters which the duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with this Chapter.

VIII. DISCUSSION AND POSSIBLE ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION.

IX. ADJOURN.

Notes to the Agenda.

- a. The Council may vote and/or act upon each of the items listed in this Agenda.
- b. Persons with disabilities who plan to attend this meeting and who may need assistance should contact DeeAnn Zimmerman, City Secretary, at (409) 385-2863, at least the working day prior to the meeting so that appropriate arrangements can be made.

This is to certify that I, DeeAnn Zimmerman, City Secretary, posted this Agenda on the Official Bulletin Board of the City of Silsbee, and in an Outdoor Bulletin Board, which is accessible to the Public 24 hours per day, at 10:00 a.m. on the 3rd day of November 2021.


DeeAnn Zimmerman City Secretary

CERTIFICATE OF CONSTRUCTION COMPLETION

Locality:

This is to certify that the project as described below was completed on the 11th day of October, 2021.

Contract was entered into on the 22nd day of September, 2020 between King Solutions Services, LLC and Silsbee, Texas for the construction of Silsbee, Texas, 2020 Sanitary Sewer Rehabilitation Project.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders and supplemental agreements thereto, with the following exceptions:

2. The sum of \$ 0, deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of 12 months from the date of completion of the project, as provided in the Contract.

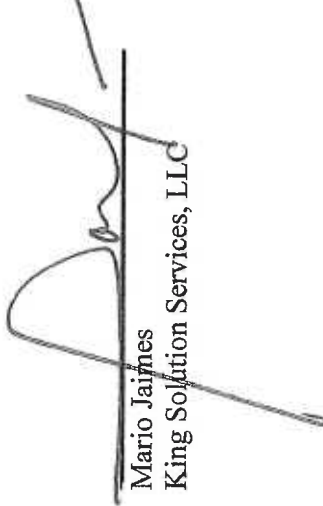
4.	Amount of Original Contract	\$ <u>617,000.00</u>
	Present Amount of Contract	\$ <u>689,761.00</u>
	Less Previous Payments	\$ <u>620,784.90</u>
	Less Deductions (from #2 above)	\$ <u>0.00</u>

FINAL PAYMENT (Balance) \$ 68,976.10 plus all accrued interest

5. The Final Payment in the amount above is now due and payable.

Certified by:


Toby J. Davis, P.E.
Vice President
LJA Engineering, Inc.


Mario Jaimes
King Solution Services, LLC


DeeAnn Zimmerman
City Manager
Silsbee, Texas

CITY OF SILSBEE, TEXAS

2400 SANITARY SEWER REHABILITATION

King Solution Services, LLC

CONTRACTOR:

MONTHLY ESTIMATE No.:

1 (Final)

PERIOD ENDING:

9/30/2021

ORIGINAL CONTRACT AMOUNT:

\$617,000.00

WORKING DAYS (SUBSTANTIAL COMPLETION)

120

REVISED CONTRACT AMOUNT:

\$689,761.00

WORKING DAYS (FINAL COMPLETION)

150

CONTRACT DATE:

September 22, 2020

WORKING DAYS USED THIS PERIOD

0

TIME CHANGES BEGAN:

October 5, 2020

TOTAL CONTRACT DAYS USED

200

WORK COMPLETED

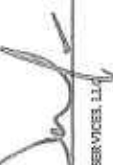
100.00%

CONTRACT TIME USED

133.33%

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL QUANTITY	CURRENT QUANTITY	CURRENT AMOUNT	TOTAL AMOUNT
BASE BID ITEMS								
1	Rehabilitate existing 8" sanitary w/ 8.00" DR17 HDPE (pipebursting)	LF	1	\$10,000.00	1	1	\$0.00	\$10,000.00
2	Rehabilitate existing 8" sanitary w/ 10.750" DR17 HDPE (pipebursting)	LF	800	\$28.00	800	800	\$0.00	\$22,400.00
3	Rehabilitate existing 12" sanitary w/ 14.00" DR17 HDPE (pipebursting)	LF	4,180	\$35.00	4,180	4,180	\$0.00	\$146,300.00
4	Rehabilitate existing 18" sanitary w/ 21.00" DR17 HDPE (pipebursting)	LF	1,120	\$50.00	1,120	1,120	\$0.00	\$56,000.00
5	Rehabilitate existing 18" sanitary w/ 21.00" DR17 HDPE (pipebursting)	LF	2,600	\$80.00	2,600	2,600	\$0.00	\$208,000.00
6	Rehabilitate existing 10.750" DR17 HDPE in 14" and casing	LF	75	\$100.00	75	75	\$0.00	\$7,500.00
7	Remove and Replace existing sanitary sewer mainline with new 48" concrete mainline	EA	12	\$4,100.00	12	12	\$0.00	\$49,200.00
8	Remove and Replace existing sanitary sewer mainline with new 48" fiberglass mainline	EA	12	\$3,900.00	12	12	\$0.00	\$46,800.00
9	Excavate and install 48" diameter fiberglass mainline	EA	1	\$1,900.00	1	1	\$0.00	\$3,900.00
10	Remove existing sanitary sewer mainline and replace with 48" fiberglass mainline	EA	3	\$3,900.00	3	3	\$0.00	\$10,500.00
11	Remove existing sanitary sewer mainline and replace with 48" fiberglass mainline	EA	60	\$600.00	60	60	\$0.00	\$37,200.00
12	Private Trench Safety Plan	LF	1	\$3,900.00	1	1	\$0.00	\$3,900.00
13	Private Trench Safety System	LF	1,000	\$1.00	1,000	1,000	\$0.00	\$1,000.00
14	Special shoring for Trench Safety	SF	1,500	\$0.40	1,500	1,500	\$0.00	\$7,500.00
SUPPLEMENTAL BID ITEMS								
S1	Contractor responsible for all work as needed on site, line to be rehabilitated	EA	5	\$250.00	5	5	\$0.00	\$1,250.00
S2	Provide In-place shoring	EA	10	\$200.00	10	10	\$0.00	\$2,000.00
S3	Land Clearing	ACRE	1	\$6,500.00	1	1	\$0.00	\$6,500.00
CHANGE ORDER NO. 1								
CO1-1	Rehabilitate existing 8" sanitary w/ 10.750" DR17 HDPE (pipebursting)	LF	807	\$35.00	807	807	\$0.00	\$28,245.00
CO1-2	Remove and Replace existing sanitary sewer mainline with new 48" concrete mainline	EA	2	\$4,100.00	2	2	\$0.00	\$8,200.00
CO1-3	Remove and Replace existing sanitary sewer mainline with new 48" fiberglass mainline	EA	5	\$3,900.00	5	5	\$0.00	\$19,500.00
CO1-4	12" Steel Casing in Creek Crossing for 8" Line	LF	40	\$189.00	40	40	\$0.00	\$7,560.00
CO1-5	20' Spot Change in Creek Crossing for 8" Line	EA	70	\$280.00	70	70	\$0.00	\$19,600.00
CO1-6	Remove and Replace existing sanitary sewer mainline	EA	2	\$1,150.00	2	2	\$0.00	\$2,300.00
CO1-7	Remove and Replace existing sanitary sewer mainline with new 48" fiberglass mainline	EA	2	\$3,900.00	2	2	\$0.00	\$7,800.00
CHANGE ORDER NO. 2								
CO2-1	Rehabilitate existing 18" sanitary w/ 21.00" DR17 HDPE (pipebursting)	LF	46	\$42.00	46	46	\$0.00	\$1,932.00
CO2-2	Pre-TV Footage of Bad Street	LF	362	\$6.00	362	362	\$0.00	\$2,172.00
CO2-3	Remove sanitary sewer service line with 6" PVC SCH40 pipe	EA	6	\$650.00	6	6	\$0.00	\$3,900.00
CO2-4	Remove and Replace existing sanitary sewer mainline with new 48" concrete mainline	EA	3	\$4,100.00	3	3	\$0.00	\$12,300.00
CO2-5	Rehabilitate existing 8" sanitary w/ 10.750" DR17 HDPE (pipebursting)	LF	368	\$35.00	368	368	\$0.00	\$12,840.00
CO2-6	Rehabilitate existing 12" sanitary w/ 14.00" DR17 HDPE (pipebursting)	LF	258	\$50.00	258	258	\$0.00	\$12,900.00
CO2-7	Trench Safety System	LF	28	\$1.00	28	28	\$0.00	\$28.00
CO2-8	Contract transparency paid credit as needed on site, line to be rehabilitated	EA	4	\$250.00	4	4	\$0.00	\$1,000.00

APPROVED BY:


MARIO JIMMIS
KING SOLUTION SERVICES, LLC
DATE: 10-22-2021TOTAL AMOUNT OF WORK DONE THIS PERIOD: \$0.00
MATERIALS ON HAND USED THIS PERIOD: \$0.00TOTAL AMOUNT OF WORK DONE
MATERIALS ON HAND
TOTAL VALUE OF WORK DONE
LESS RETAINAGE (0%)
DIFFERENCE
LESS SPECIAL DEDUCTIONS
LESS LIQUIDATED DAMAGES
LESS PREVIOUS PAYMENTS\$689,761.00
\$0.00
\$689,761.00
\$0.00
\$689,761.00
\$0.00
\$0.00
\$689,761.00

TREV ZIMMERMAN, PROJECT COORDINATOR

DATE: 10/22/2021

LJA ENGINEERING, INC.

DATE:

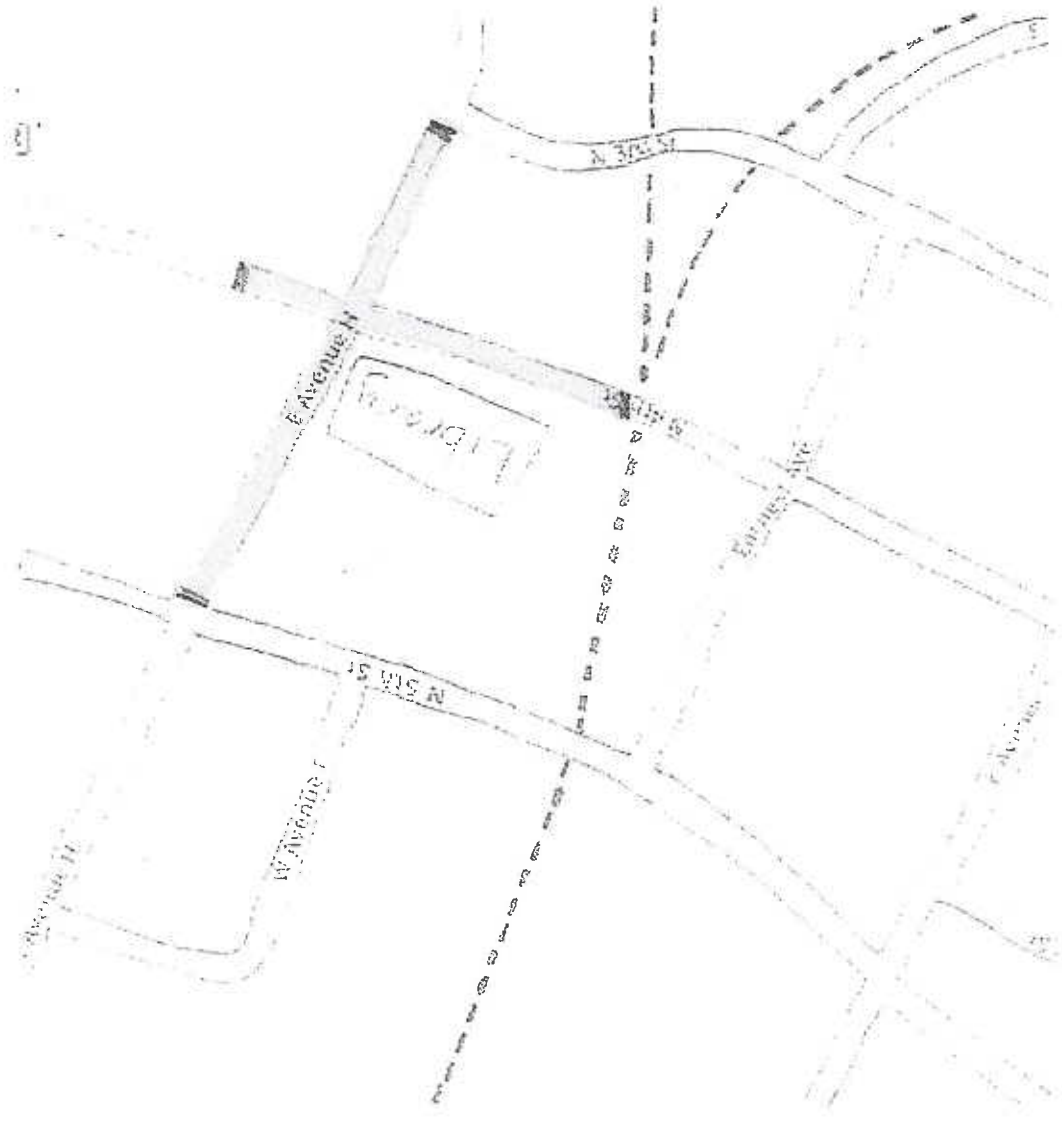
AMOUNT DUE THIS ESTIMATE

\$689,761.00

DEGANN ZIMMERMAN, CITY MANAGER

DATE:

CITY OF SILSBEE, TEXAS



The Friends of the Silsbee Public Library request the City of Silsbee to allow the above pictured road closures on Saturday, December 4th, 2021 from 7:00 am until 4:00 pm for the 26th Annual Christmas in the Big Thicket festival. The businesses downtown on Avenue H, 4th and 3rd Streets have agreed by signing the attached petition to the road closures. The road will need to be closed from Avenue H at 5th Street to the 3rd Street intersection at the feed store and then from 4th Street at the railroad tracks to Avenue H intersection in front of the old Pines Theater.

Friends of the Silsbee Public Library

We, the undersigned business owners, give our consent for the City of Silsbee to close

[illegible]

RESOLUTION NO: 21-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SILSBEE, TEXAS, AUTHORIZING THE EXECUTION OF THE ARTICLES OF AGREEMENT BETWEEN THE CITY OF SILSBEE AND THE SILSBEE POLICE ASSOCIATION 2021 TO 2022 AND AUTHORIZING A SIGNATORY FOR SAID AGREEMENT.

WHEREAS, the City of Silsbee, Texas (the “City”), and the Silsbee Police Association (the “Association”) have negotiated the attached Articles of Agreement Between the City of Silsbee and the Silsbee Police Association 2021 to 2022 (the “Agreement”) in which the parties agree to the following:

- a. All officers of the Silsbee Police Department receive a 4% raise effective October 1, 2021;
- b. All officers of the Silsbee Police Department above Rank VI receive an additional 3% raise effective upon the execution of the Agreement;
- c. Juneteenth is added to the official list of holidays;
- d. The parties agree to investigate increasing the fee for a parade permit in order to better appease the financial and administrative burdens created by allowing a parade;
- e. The parties agree to investigate modifying the Silsbee Police Department’s disaster policy take advantage of FEMA funding to pay officers that work during officially declared local, state, or federal emergencies; and
- f. That language will be included in the contract to reiterate that probationary officers are eligible for the 4% raise granted to the other members of the bargaining unit; and
- g. That any raise given to the Chief of Police or Assistant Chief of Police during the 2021-2022 period shall not be considered a Cost-of-Living Increase for purposes of the agreement and no member of the bargaining unit, nor any other employee of the City of Silsbee shall have any right to demand a similar increase based on the Agreement or for any other reason.

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

1. The above recitals and any attachments are incorporated in this resolution by reference and shall be treated as if reproduced, in full, herein;
2. The Agreement is approved and accepted; and
3. The City’s Mayor is hereby authorized and directed to execute the Agreement on the City’s behalf.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SILSBEE,
TEXAS ON THIS ____ DAY OF ____, 20__.

ATTEST:

Mayor

City Secretary

APPROVED AS TO FORM ONLY:

City Attorney

ARTICLES OF AGREEMENT

between

THE CITY OF SILSBEE, TEXAS

and

THE SILSBEE POLICE ASSOCIATION

2020-2021 to 2021-2022

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ARTICLE 1

Preamble

The following Agreement by and between the City of Silsbee, Texas, hereinafter referred to as the City, and the Silsbee Police Association, hereinafter referred to as the Association, is recorded in accordance with the Fire and Police Employee Relations Act (Texas Local Government Code, Chapter 174).

The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City.

This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes, and with the further objective of fostering effective cooperation between the City and its Police Officers.

Therefore, this agreement is intended to be in all respect in the public interest.

ARTICLE 2

Duration

This agreement shall be in effect as of the October 18, 2021¹⁰ and shall remain in full force and effect through September 30, 2024²⁰²². In the event that a successor agreement does not take effect on October 1, 2024²⁰²², this Agreement shall remain in effect in its entirety through March 31, 2022, or until superseded by a new contract between the parties, whichever occurs first.

ARTICLE 3

Definitions

- A. **“Association”** means the City of Silsbee Police Association.
- B. **“Base Pay”** means the rate of pay specified in the Compensation Article of this contract, exclusive of longevity pay or any other supplemental pay or benefits that may be provided in this Agreement.
- C. **“Board of Directors”** means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-laws of the Association.
- D. **“Chief”** means the Chief of Police of the City of Silsbee, Texas.
- E. **“City”** or **“Employer”** means the City of Silsbee, Texas and the Chief of Police.
- F. **“City Manager”** means the City Manager of Silsbee, Texas.
- G. **“Cost-of-Living Increase In Pay”** means an increase of pay in an amount approximately equal to the rate of inflation for the period between the last increase in pay and the effective date of the current increase in pay that is intended to compensate for the increase in cost of living during said period.
- H. **“Department”** means the Police Department of the City of Silsbee, Texas.
- I. **“Employee”** or **“Officer”** means any sworn Police Officer of the City of Silsbee, Texas with the sole exception of the Chief of Police and Assistant Chief as provided herein.
- J. **“Executive Board”** means those members of the Association who are elected or appointed to fill the offices of President, Vice-President, Secretary, and Treasurer of the Association.
- K. **“Grievance”** means any dispute(s) that are pursued under the terms provided in the Article in this Agreement entitled “Grievance Procedure”.
- L. **“Management”** means any person empowered to act on behalf of the City of Silsbee in the administration of this Agreement.
- M. **“Regular Rate of Pay”** means base pay together with all other compensation supplements, excluding overtime, that may be provided under this Agreement.

ARTICLE 4
Recognition

The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all non-probationary sworn Police Officers, except the Chief and the Assistant Chief after execution of the waiver attached as Exhibit "B". This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the Bargaining Unit over wages, hours, and terms and conditions of employment including any other activities that may be established by this Agreement.

SECTION I

The Association recognizes that the City Council and City Manager have exclusive authority to designate representative(s) as the sole representative(s) of the City for the purpose of collective bargaining. The Association agrees to bargain in good faith with such representative(s), and only with such representative(s) in all matters presented by either party for collective bargaining.

This provision does not intend to diminish whatever rights which the Association may be Constitutionally endowed to engage in political activity under the First Amendment, nor to in any way abridge any Constitutional rights to freedom of speech of any Association Member.

SECTION II

The City and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Departmental Rules and Regulations, and Special Directives and Administrative Orders which may relate to the conduct of members of the Bargaining Unit.

SECTION III

The City shall not encourage or discourage membership in any employee organization, or interface with employees in the exercise of rights provided in this Agreement, nor attempt to dominate, interfere, or assist, in the formation, existence or administration of any employee organization whose purpose includes being certified as an exclusive bargaining representative for bargaining unit employees.

The City further agrees that no employee shall be discriminated against in hiring, tenure, training, or other terms or conditions of employment because he/she has filed any good faith affidavit, petition, grievance, or complaint; or has given any truthful information or testimony alleging violations of this Agreement; or because he/she has informed, joined, or chosen to be represented by the Association.

ARTICLE 5

Association Rights

SECTION I

Any member of the Executive Board shall have the right to visit the premises of the Police Department for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as to not interfere with the functions of the Department. A member of the Executive Board shall provide a written request to the Chief about any visitation of the premises.

The Chief shall not unreasonably deny any request to visit the premises.

SECTION II

During the time that negotiations are taking place, the Chief of Police will attempt to employ a flexible work schedule to enable those Officers who are on the Bargaining Team to have time off for such sessions without loss of pay.

SECTION III

With the prior approval of the Chief, the Association President may, without loss of pay, carry out the duties set forth in this Agreement if the manpower needs of the department do not suffer as a result.

SECTION IV

The Association may maintain one bulletin board in a conspicuous location designated by the Chief in the Police Station. The size of the board shall not exceed two feet by four feet. The board may be used for the following notices: Recreation and social affairs of the Association, Association meetings, Association elections, Reports of Association committees, rulings or policies of the State or National Association, Legislative enactments and judicial decisions affecting public employee labor relations, and/or notices or announcements pertaining to the political activities of the Association.

The Association agrees to hold harmless, and indemnify the City for any and all legal actions arising from or resulting from, materials placed on the Association bulletin board.

No endorsement or non-endorsement of any candidate for public office shall be posted on the bulletin board.

The Chief shall have the right to remove the board in the event that any material other than that specified in this Article is placed on the board.

SECTION V

A member of the executive board shall be permitted to speak at shift roll-call meetings about Association business for a period not to exceed five (5) minutes. The Association representative shall provide the Chief or his designee with at least two (2) hours advance notice, and shall also advise as to the subject matter to be discussed. Unless approved by the Chief or his designee, only one instance per month shall be allowed.

SECTION VI

The City shall provide for payroll deduction of Association dues from the pay of Officers who individually request, in writing, that such deduction be made. The dues that are deducted shall be provided to the Association.

The City shall establish the necessary forms and procedures for the efficient administrative processing of the deductions.

SECTION VII

The Association President and Vice President shall, without loss of pay, be allowed to attend the annual C.L.E.A.T. convention. Any additional expenses, such as lodging, travel, etc..., shall be paid by the employee.

ARTICLE 6

Management Rights

SECTION I

The Association recognizes that the management and direction of the working force is vested exclusively in the City as the Employer. Subject to prevailing statutes and ordinances, the City retains the right to hire, promote, demote, suspend, discharge, retire, lay off, assign, or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the working force; to determine all pre-employment standards and qualifications for new hires; to determine the number and size of the work shifts and the number of persons in each rank; to control the departmental budget; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or any job; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards, and to measure employee adherence to such standards; to determine the quality and quantity of equipment and material to be used; to make technological changes; to separate or reassign employees; to determine duties and production standards; to eliminate work; to require overtime work; and to designate employees for overtime work; to establish, modify and enforce rules, regulations, and operational processes and procedures.

The rights and powers mentioned in this Section are by way of example only, and are not exclusive. The listed rights, together with all other rights, powers and prerogatives of the City, not specially ceded in this Agreement, remain vested exclusively with the City. If this Agreement does not, by its terms, specifically restrict Management, then Management retains all power over the matter(s) in question.

SECTION II

Any claim that the City has condoned or tolerated any practice or any acts of any employees shall not amend or limit the City's right of management. The exercise of management rights shall not nullify guarantees specified in this Agreement nor restrict existing rights unless such rights are changed by the terms of this Agreement.

ARTICLE 7

Maintenance of Standards

SECTION I

Any substantial economic benefit or working condition that is provided to bargaining unit employees prior to the effective date of the execution of this Agreement shall remain unchanged, provided that the subject of any such economic benefit/working condition is not otherwise specifically addressed in this Agreement, and provided that the economic benefit/working condition is external to the acknowledged rights of management in this Agreement. Further, any such benefit or working condition must have been established in written format by proper authority within a twelve (12) month period preceding the effective date of this Agreement, and must have been provided to all members of the bargaining unit.

SECTION II

All standards, wages, conditions and benefits that are provided to City of Silsbee employees that are not a part of the bargaining unit shall not apply to the members of the bargaining unit unless specifically included or referenced in this Agreement.

SECTION III

The City may grant or revoke privileges, consistent with this Agreement, at its option at any time in order to maintain maximum economy and efficiency of operations, and good employee morale. For purposes of this Article, a "Privilege" is defined as the accommodation of a special need of an Officer, by proper authority, that is not integral to the delivery of basic police services.

The granting or revocation of privileges shall not be done in an arbitrary, capricious or discriminatory manner

SECTION IV

The Chief of Police, City Manager and available City Council members shall meet quarterly with representatives of the Association. The purpose of said meetings are to informally discuss matters of concern and/or interest to either party, including but not limited to insurance benefits, change of payday, Police Officer training and all departmental notices or directives. Three (3) Association representatives shall be allowed to attend without loss of pay. If neither party calls for a meeting in a quarter, the requirements of the meeting are deemed to be waived by each party.

ARTICLE 8

No Strike Clause

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whom-ever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City.

The City shall not lock out any employee.

ARTICLE 9

Safety and Equipment

SECTION I

GENERAL. The City shall place a high priority on the maintaining of an adequate quantity of safe and properly functioning vehicles and other essential equipment, such as radios.

SECTION II

UNIFORMS. The City shall issue three long sleeve and three short sleeve uniform shirts, three pairs of uniform pants to each Officer whose assignment requires that a uniform be worn. One uniform shirt and one pair of uniform pants will be provided to all other Officers for emergency situations. Service badges and uniform patches will be provided by the City. Uniforms will be replaced by the City on an as needed basis as determined by the Chief, and the old equipment must be turned in to the City. Uniforms that are lost or damaged due to abuse, misuse or neglect shall be replaced at the expense of the Officer.

SECTION III

UNIFORM GEAR. The City shall issue a windbreaker, reflective traffic vest, winter jacket and slicker to each Officer. All uniform gear in this Section shall be replaced by the City on an as needed basis as determined by the Chief, and old equipment must be turned in to the City. Any uniform gear herein that is lost or damaged due to abuse, misuse or neglect shall be replaced at the expense of the Officer.

SECTION IV

UNIFORM EQUIPMENT PROVIDED BY THE CITY. The City shall issue the following equipment to each uniformed Officer requiring such equipment: A full Sam Brown, including keepers, holsters, clip holder, bullet holder, flashlight holders, stick holder, Tazer and Tazer equipment, handcuff case and portable radio holder. The Chief may authorize alternative equipment to the Sam Brown equipment for each non-uniformed Officer, a duty belt and handcuff case shall be provided.

All equipment in this Section shall be replaced when it has been damaged or excessively worn as determined by the Chief, and the old equipment must be turned in to the City. Any item that is lost, damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the Officer.

SECTION V

EQUIPMENT TO BE PROVIDED BY THE OFFICER. Each Officer shall be required to provide at the expense of the Officer the following equipment while on duty:

1. One service firearm of the caliber and type approved for use by the Chief. The firearm must be well maintained and kept in a safe and proper working condition at all times.
2. A watch in proper working order.
3. One pair of approved handcuffs.
4. For uniformed Officers, footwear of a color and style that is appropriate for Uniform wear.

SECTION VI

RADIOS. The City shall provide each Officer with a portable police radio. These radios will be kept in good working condition, and will be replaced on an as needed basis as determined by the Chief. Any radio that has been lost, damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the Officer.

SECTION VII

BULLET PROOF VESTS. The City shall provide each Officer performing enforcement duties with a bullet proof vest subsequent to the receipt of a written request from the Officer. Vests shall be replaced whenever it sustains damage rendering it to be unsafe for continued use, or at an interval recommended by the manufacturer.

Each uniformed Officer for whom a bullet proof vest is purchased by the City subsequent to the approval of this Agreement by the parties, shall wear his/her vest at all times while on duty. However, the Chief may exempt uniformed or non-uniformed Officers from wearing a vest while on duty if the wearing of a vest would impair the ability of the Officer to properly function in a particular assignment.

A committee consisting of a representative of the Association, the Chief or his appointee, and another individual mutually agreed upon, shall develop recommended specifications of the vests. Such recommendation shall be advisory only, and shall not be binding on the City.

SECTION VIII

DEPARTMENT VEHICLES. The City shall furnish each Patrol Division Vehicle with the following equipment: two-way radio; cage; pump shotgun; flashlight/charger; first aid kit; jumper cables; fire extinguisher; and flares. The City shall provide the following equipment to all other vehicles: Two-way radio; flashlight/charger; and fire extinguisher.

This equipment shall be maintained in good working condition, and shall be replaced on an as needed basis as determined by the Chief. Any item that has been lost or damaged due to abuse, misuse or neglect shall be replaced at the expense of the Officer.

SECTION IX

CLOTHING ALLOWANCE. Officers assigned to non-uniform or “plain clothes” duties shall be paid a lump sum clothing allowance of \$750.00 per year, in advance. Prior to receipt of such allowance, the Officer must sign the City’s Payroll Deduction Authorization providing for the City’s recovery, on a pro-rata basis from the earnings of the Officer, of any monies applicable to the unexpended time period to which the allowance is applicable.

All Officers shall keep their clothing and equipment in good condition that results in a neat and professional appearance and properly working equipment.

SECTION X

AMMUNITION. The City shall provide adequate ammunition for firearms qualifications and for on duty use. The City shall provide 150 rounds of practice ammunition annually for each Officer and such ammunition shall be controlled and distributed by the Department’s firearms instructor. The City shall provide adequate Tazer cartridges and equipment necessary to ensure Officers have functioning use of equipped Tazers. The use of ammunition that does not meet the departmental specifications is prohibited.

SECTION XI

RETURN OF CLOTHING/EQUIPMENT TO CITY. When an Officer leaves the employment of the City for any reason, prior to issuance of the final paycheck, the Officer must return all sets of uniforms and all other equipment that was issued to the Officer.

However, Officers who retire from the City may retain their service badge.

ARTICLE 10

SECTION I

Seniority

Seniority for all present Officers shall be in accordance with Department recognized policy, date of promotion and/or Officer's date of hire. Seniority for new employees shall begin with the date of hire.

SECTION II

Seniority shall be the sole determining factor in the allocation of overtime assignments and outside employment call out.

SECTION III

Layoff and Recall

Seniority shall be the sole factor in layoff and recall, with the least senior being first subject to layoff, and the most senior first subject to recall. In the event that lay off occurs in a rank higher than the entry level, the Officer, or Officers, that are affected in the higher rank shall be demoted into the next lowest rank in lieu of being laid off.

SECTION IV

Shift Assignment

Officers may elect to exchange assigned shifts with other eligible Officers. Requests for shift exchanges must be in the form of letters to the Chief from both Officers (This would be the Officer wanting a day shift and the Officer wanting the night shift) requesting the shift change with dates included.

Officers may elect to work a self-induced semi-permanent shift provided another eligible Officer elects to also work a self-induced semi-permanent shift opposite of that Officer with one Officer working day shift and one Officer working night shift. The Chief shall retain the right to require any Officer on a self-induced semi-permanent shift to return to the opposite shift up to twice a year for a limited period of time not to exceed three weeks, at which time, upon completion, the Officer(s) shall be permitted to return to the original shift agreement (if said agreement is still sought by both Officers). It is not the responsibility of administration to solicit any Officer to fulfill the shift change request. In the event an Officer no longer wants to work a requested shift, the Officer must submit a letter to the Chief stating his/her wishes and the Chief will adjust the schedule accordingly.

Such shift exchanges shall be upon the approval of the Chief or his designee and shall not unduly disrupt the duties, operations, or obligations of the Department. If the Chief does not approve of a shift exchange, the Chief shall notify each affected Officer in writing as to the reason for the denial. No shift exchange shall be unreasonably denied. Any denial of a requested/desired shift exchange must be qualified, by the Chief, with properly documented and substantiated reasons (including but not limited to (1) lack of productivity (2) substantiated/verified complaints on the said Officer that is currently occupying a requested shift and so forth.)

ARTICLE 11

Hours of Work, Overtime & Compensatory Time

SECTION I

HOURS OF WORK. The City retains the right to determine the hours of work and the shift schedules in accordance with applicable laws. The work day for all Officers shall include any shift briefings and required training.

SECTION II

OVERTIME. All properly assigned work performed by an Officer in excess of ~~an~~ 86 hour pay period, shall be deemed overtime, and shall be compensated on the basis of time and one-half the Officer's base rate of pay in salary or in compensatory time, whichever method is selected by the Officer. In the event that the City changes the work shift to an eight (8) hour day and a ~~forty~~ beat/duty-hour week during the life of this Agreement, the City shall compensate the Officers at an overtime rate for any work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week.

Each Officer shall be allowed to be off-duty for a period of one-half hour during his/her work shift for a meal. Such time shall not be considered as work time, except in those cases where the City places restrictions on the Officer during such time to the extent that the time is to be considered as on-duty time under the Fair Labor Standards Act. In the event of an emergency or manpower shortage, the City may require the Officer to be on-duty during meal time.

Excused absences with pay shall not be considered as time worked for the purposes of calculating overtime.

SECTION III

COMPENSATORY TIME. Officers shall be allowed to accrue a maximum of ninety-six (96) hours of compensatory time.

ARTICLE 12

Off-Duty Employment

SECTION I

Off-duty employment that does not constitute a conflict of interest or adverse impact on the Department shall be permitted, consistent with guidelines established by the City and approved by the City Council.

SECTION II

No Officer shall be required to work outside employment, nor shall an Officer be required to work to enable another Officer to work outside employment.

ARTICLE 13

Compensation

SECTION I (BASE PAY)

RANK	October 184, 20202021
I (0-12 Months)	\$46,085.47.928.2465
II (12-24 Months)	\$53,994.1351.917.44
III (24-36 Months)	\$55,792.7958.024.50
IV (36-48 Months)	\$60,059.3657.749.38
V (48-60 Months)	\$62,074.8059.687.34
VI (60+ Months)	\$62,105.2966.527.19
Corporal * (2)	\$63,563.4068.089.11
Sergeant * (4 total)	\$72,793.5767.955.46
Sergeant II (5 yrs.)	\$68,685.5173.575.92
Sergeant III (10 yrs.)	\$69,450.7573.967.16
Sergeant IV (15 yrs.)	\$69,415.7474.358.14
Lieutenant *	\$71,829.3776.943.62

* Must be employed for a minimum of two years to be eligible.

At the Chief's discretion, the two (2) corporal positions will be in patrol or CID.

The City may set the beginning rate of pay for new Officers beyond step one in the scale based upon the potential Officer's prior level of training and experience as a Certified Peace Officer in the State of Texas. However, no new Officer who is hired in at the Patrolman level shall have a starting pay higher than level IV.

For purposes of the 2021-2022 Collective Bargaining Agreement, any increases in pay granted to the Association members shall be granted to probationary officers as well, in accordance with that officer's rank.

Should the employees of the City who are not members of the bargaining unit be granted a Cost-of-Living Increase in Pay during the term of this Agreement, then whatever percentage is granted as a cost-of-living increase shall also be computed and granted to the Officers*. Article 13, Section I (Base Pay) does not apply to employees of the City who are not members of the bargaining unit and receive an increase in pay due to reclassification or pay increase due to performance.

* * The City and the Association agree that if the City gives the Chief or Assistant Chief of Police

an increase of pay during the 2021-2022 fiscal year, said raise shall not be considered for purposes of this clause, and no officer shall have any right to request or demand a similar increase based on this Agreement or for any other reason.

SECTION II

LONGEVITY PAY. In addition to base pay, each Officer shall receive longevity pay often dollars (\$10.00) per month per year of service.

Only Officers who have completed two (2) or more years of service with the City of Silsbee shall be entitled to receive longevity pay, and longevity pay shall be calculated from the date of employment.

SECTION III

CERTIFICATION PAY. In addition to base pay, each Officer who attains a certification from TCOLE shall be entitled to pay for the one highest certificate in accordance with the following schedule:

Intermediate	\$ 175.00 per month
Advanced	\$ 225.00 per month
Masters	\$ 275.00 per month

SECTION IV

SPECIALTY PAY. In addition to base pay, an Officer who is assigned the additional responsibility of Polygraph Operator, Training Instructor, Intoxilyzer Operator, Firearms Instructor, FTO, K-9 Officer or Evidence/Property Officer shall receive \$50.00 per month during such time he/she is assigned such function.

Section V

EDUCATION AND MILITARY PAY. In addition to base pay, each Officer who attains an advanced education degree shall be entitled to pay for the one highest education or military service pay in accordance with the following schedule:

Associates Degree	\$35.00 per month
Bachelor Degree	\$50.00 per month
Military Service	\$40.00 per month

Officers requesting military service pay shall be required to provide a copy of their military form

#DD214 to the City showing service length and discharge status. A dishonorable discharge shall not qualify an Officer for military service pay.

The City and the Association shall form a review committee to determine if an Officer is eligible to receive Military pay, if the Officer served on active duty for a period less than two years.

ARTICLE 14

Call out and Court Pay

SECTION I

CALL OUT PAY. Whenever an Officer is called to report to duty while off-duty, the Officer shall be paid either time and one-half for the time that the Officer was out, or two (2) hours at straight time, whichever is the greater amount.

SECTION II

COURT PAY. Officers shall be paid at a straight time rate for a minimum of two (2) hours while required by official duties to attend court or other hearings, except in those cases where such activity immediately precedes or follows the usual tour of duty, in which case the Officer shall be paid at time and one-half for any time worked in excess of the hours schedules for that shift.

ARTICLE 15

Vacation

SECTION I

The following schedule shall apply for accumulation of vacation:

<u>YEARS OF SERVICE</u>	<u>DAYS OF VACATION</u>
1 to 5	10 Days
6 to 10	15 Days
11 to 19	20 Days
20+	25 Days

The City shall establish reasonable policies for the scheduling of vacation time, and vacations shall be scheduled and approved with due consideration being given both to the needs of the City and to the Officers.

SECTION II

After one year of service, scheduled vacation leave may be split or taken in one day increments. Unscheduled vacation leave may be taken in one or more day increments with the approval of the Chief.

No Officer may be required to take vacation time in excess of that which is requested, except that the City may require that all vacation leave shall be used during the year in which it was earned. In extenuating circumstances where the Officer was unable to use the vacation leave during the year in which it was earned, the City Manager may give approval for the vacation leave to be carried over to the following year, or for the employee to be paid in lieu of the unused vacation time. No Officer may be called back from vacation until the Chief or his designee has made every effort to contact other off-duty personnel to report for duty. Any Officer called back from vacation or compensatory time will be paid time and one-half for the hours worked.

With the approval of the City Manager, unearned vacation leave may be advanced to an Officer in the case of extenuating circumstances. In the event that the Officer separates from the City's employment prior to earning the advanced time, the City shall deduct the amount due to the City from the pay owed to the Officer.

An Officer who separates from the City's employment in good standing may be authorized by the City Manager to receive terminal pay for unused accrued vacation which was earned in both the preceding and current years.

Vacation benefits shall not accrue while an Officer is on leave without pay.

An Officer who has earned the right under pre-existing policies or contracts to accrue a certain amount of vacation leave per year, but who is not so eligible under the terms of this contract, shall retain his or her previously earned accrual.

ARTICLE 16

Holidays

SECTION I

The following ~~thirteen~~ fourteen ~~(13)~~ (14) holidays shall be provided by the City:

- | | |
|---------------------------------|--|
| 1. New Year's Day | 2. Martin Luther King Day |
| 3. Presidents Day | 4. Good Friday |
| 5. Memorial Day | 6. Independence Day |
| 7. Labor Day | 8. <u>June</u> June <u>teenth</u> |
| 9. Columbus Day | |
| 10. Veteran's Day | |
| 11. Thanksgiving Day | |
| 12. Day after Thanksgiving | |
| 12. Christmas Eve | |
| 13. Christmas Day | |

Should the City increase the number of holidays granted to non-bargaining unit employees during the term of this Agreement, employees covered by this Agreement shall receive the same number of additional paid holidays.

SECTION II

“Holiday” shall mean the actual holiday and not the City’s designated day off for non-bargaining unit employees. Officers who work on a holiday may choose to be paid or accrue compensatory time. Officers who work on a holiday and choose to be paid shall be paid for twelve (12) hours straight time in addition to time and one-half the actual hours the Officer works on the holiday. Officers who work on a holiday and choose to accrue compensatory time shall be paid for twelve (12) hours straight time and accrue compensatory time equal to time and one-half the actual hours worked. All compensatory time accrued for holidays must be taken within one (1) year after it is accrued. The ~~96 hour~~ 96-hour maximum compensatory time accrual under Section III of Article 11 shall not be exceeded by this provision.

Officers who do not work on a holiday shall be entitled to twelve (12) hours straight time pay or equivalent compensatory time.

An Officer who is on leave of absence without pay on the holiday, or on the scheduled work day immediately preceding or following the holiday, shall not receive pay for the holiday.

In order to be paid for the holiday, an Officer must work on the scheduled working days immediately preceding and following the holiday, except in the case when the Officer is on vacation, sick leave, is taking compensatory time, or is on any other type of approved paid leave, such as attendance at training or out-of-town city business.

Officers who desire to observe religious holidays other than those specified in this Article may be

given time off without pay or may be authorized to use accrued vacation or compensatory time.

ARTICLE 17

Sick Leave

SECTION I

ACCRUAL. Officers shall commence to accrue sick leave upon the date of employment, but sick leave cannot be used until completion of the six (6) months probationary period.

Officers shall earn sick leave at the rate of twelve (12) days, or one (1) day per month of service, accumulative up to a maximum of 1080 hours. Officers working a 4 day on/4 day off, 12 hour per day shift shall earn time at a rate of 12 hours per month/144 hours per year. Officers working a 4 day on/10 hour per day shift shall earn time at a rate of 10 hours per month/120 hours per year. Officers working any other shift shall earn time at a rate of 8 hours per month/96 hours per year.

SECTION II

USAGE. Sick leave may be taken in increments equivalent to one-quarter day of work due to personal illness, injury or legal quarantine. The Chief may allow an Officer to have time off without loss of pay for routine health care appointments which cannot reasonably be scheduled outside of working hours.

After exhaustion of all accrued full-days of sick leave, an Officer may utilize accrued half-days of sick leave.

Upon the exhaustion of all full-days and half-days of accrued sick leave, the Officer may use any accrued unused vacation. Pay shall be discontinued when all leave is consumed, except that the City Manager may, at his discretion, advance sick leave of short duration to permanent employees. In the event of such advance, the City shall recover any monies owing to the City for such advance from the final pay of the Officer in the event that the Officer separates for the City's employ prior to accruing the advanced time.

Beginning with this present contract year, an Officer who utilizes no more than one (1) day of sick leave in the preceding year shall earn one (1) day paid personal leave, which must be taken during the contract year. This provision shall be liberally applied, but shall not interfere with minimum staffing provisions covered under this agreement

SECTION III

GENERAL PROVISIONS. The City shall establish reasonable procedures for the requesting, verification and reporting of sick leave.

Sick leave credits are not transferable between employees.

An Officer who become ill or injured while on vacation may request that the applicable vacation time be converted to sick leave.

Sick leave benefits shall not accrue while an Officer is on leave without pay.

All sick leave usage shall also be applied to the leave time provided by the Federal Family Leave Act of 1993.

The City may request and obtain verification of the circumstances surrounding any use of sick leave.

An Officer terminating from City service must present certification of illness from a doctor before being eligible to use sick leave in the last two (2) calendar weeks of employment.

Officers that retire from the City with at least twenty (20) years of service shall receive pay at his or her Regular Rate of Pay for fifty percent (50%) of accumulated sick leave, not to exceed 45 days. In the event an Officer is killed in the line of duty, payment shall be made to the Officer's beneficiary for the full amount of accumulated sick leave.

ARTICLE 18

Miscellaneous Leaves

SECTION I

MILITARY LEAVE. Military Leave and leave for annual or weekend military training duty shall be handled in accordance with applicable Federal and State Laws. Officers shall furnish a copy of military orders to the Chief immediately upon receipt of same.

Any Officer who separates from the City's employment for the purpose of entering the military service who desires to return to the City's employment after completion of active military service shall make written application to the City within ninety (90) days after discharge or release, and shall provide the City with a copy of the official military form #DD214.

SECTION II

EMERGENCY LEAVE. At the discretion of the Chief, an Officer may be granted emergency leave with pay for up to three (3) working days per calendar year in the event of a disaster, serious injury, or serious or contagious illness that requires hospitalization or confinement of the Officer's spouse or unmarried child residing in the household, including childbirth of the Officer's spouse.

A written request detailing the exact circumstances must be made for this type leave. Emergency leave shall not be charged against vacation or sick leave, and this leave shall not be unreasonably denied.

SECTION III

BEREAVEMENT LEAVE. At the discretion of the Chief, an Officer may be granted Bereavement Leave with pay not to exceed three (3) working days per occurrence in the event of the death of a spouse, child, parent, sibling, grandparent, grandparent of spouse, or anyone living in the same household with the Officer.

SECTION IV

DISASTER LEAVE. An Officer ordered not to return to work or who is unable to report for work due to inclement weather or disaster may be granted leave with pay by the City Manager.

SECTION V

JURY LEAVE. Officers required to report for jury service shall be granted leave with pay during such service, and shall also retain any fees paid by the courts.

A copy of the jury summons shall be provided to the Chief by the Officer, and whenever the Officer is released from jury service the Officer shall report for work immediately if the time of release is within the Officer's normal tour of duty, and if the Officer was scheduled for work on that date.

SECTION VI

OTHER PAID LEAVE. The Chief may grant paid leave for other purposes such as: training, conferences, civic functions, meeting with other governmental entities in the interest of the City, etc. Leaves of this type exceeding one working day must be approved by the City Manager.

SECTION VII

UNPAID LEAVE. Leave that is inapplicable to any of the other leave categories may be authorized by the City Manager on an unpaid basis, and the City Manager may revoke such leave at any time.

Officers on unpaid leave shall not lose or gain seniority, and shall not accrue sick leave or vacation while they are on this type leave. Officers must also pay the full premiums for the City's group insurance while on unpaid leave.

The City Manager must establish that there are extraordinary circumstances in order for unpaid leave to be authorized.

SECTION VIII

ABSENCE WITHOUT LEAVE. Any Officer failing to report for duty, or failing to continue in his/her duty while at work without being properly relieved, shall be considered absent without leave (AWOL).

Pay shall not be provided for any such lost time. Being AWOL constitutes job abandonment, which may result in dismissal.

This Section is not intended to apply to instances of tardiness, which shall be handled at the discretion of the Chief by administrative regulation.

SECTION IX

INJURY ON THE JOB. An Officer who sustains a job-related injury shall receive Worker's Compensation Benefits as provided by State Law. The Officer shall be allowed to utilize his/her accrued Sick Leave for only the first week of lost time.

The City will continue to pay the Officer's Regular Rate of Pay during the period he or she is receiving worker's compensation benefits. The Officer will surrender to the City any amounts paid as benefits by Worker's Compensation to the City.

Vacation and sick leave shall not accrue during the time the Officer is receiving worker's compensation benefits.

The City shall not be prevented from separating any Officer, pursuant to applicable laws, who sustains injuries that render him/her unable to properly resume the performance of the usual and customary job duties after an appropriate period of time.

Prior to any such separation, the City shall attempt to transfer the Officer to any other vacant job in the City, if such vacancy exists, and if the City's physician determines that the Officer is fully

fit to satisfactorily and consistently perform any such job.

SECTION X

PREGNANCY/MATERNITY LEAVE. This type leave shall be considered as Sick Leave, and shall be handled as any other temporary disability pursuant to the terms under Article #21 (Sick Leave) in this Agreement.

The provisions of the Family Leave Act of 1993, as described in Section X1 of this Article shall also be available to the Officer upon her request to also utilize such provision.

The time of cessation and resumption of work shall be made by the Officer and her physician. Except in emergencies, at least ten (10) working days written notice prior to cessation of work shall be required. The aforementioned statement shall also include the Officer's intentions about resumption of work.

SECTION XI

FAMILY LEAVE ACT. Officers shall be entitled to the benefits described below provided under the Family and Medical Leave Act (FMLA) of 1993.

1. An Officer who has at least twelve (12) months service shall be entitled to unpaid leave during any twelve (12) month period for:
 - (a) The birth of a child.
 - (b) The adoption or undertaking of foster care of a child. In this case, leave must be taken within twelve (12) months of the event.
 - (c) The care of a spouse, son or daughter under eighteen (18) years of age, or a biological parent if such person has a "serious health condition". The term "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves inpatient Care at hospitals or other medical facilities or the continuing treatment by a doctor or other health care provider.
 - (d) A serious health condition of the employee himself/herself that renders the employee unable to perform the functions of the job. The employee shall be required to use any accrued and unused sick leave in this case as a part of the leave.
2. Employees requesting predictable leaves (adoption, birth, scheduled medical treatment) must give at least thirty (30) days advance notice.
3. Documentation of the circumstances necessitating the leave shall be required. The City may request a second opinion from a doctor of the employer's choice at the expense of the City.

4. Employees shall be allowed to return to the same or a comparable job following the leave, provided that the employee is physically able to fully perform the job duties. The City may require a medical certification from the employee or his physician stating that the employee is able to resume the performance of his/her usual and customary job duties.
5. Employees shall not accrue seniority or any other benefits while on this leave.
6. The City shall continue to maintain coverage under the applicable group health plan for the duration of the employee's leave; however, the employee must pay the full premiums applicable to his/her insurance coverage at such time as the employee exhausts all leaves with pay.
7. The employee shall be required to take any accrued vacation or compensatory time as part of the leave.
8. The City may require the employee to report periodically on his/her status and intention to return to work.
9. The aggregate number of weeks shall be limited to twelve (12) when both the husband and wife are employed by the City.

ARTICLE 19

Insurance

Medical and Group Life Coverage The City shall provide a comprehensive major medical and group life insurance program. The selection of the carrier and the determination of the level of benefits provided shall be at the sole discretion of the City. The members of the Association shall have the same benefit levels and premiums, for employee and dependent medical coverage, as well as life coverage, as applies to non-bargaining unit employees of the City of Silsbee. The City shall provide medical insurance to retired employees having a minimum of twenty-five (25) years of continued employment serving the City of Silsbee, excluding dependent coverage, until the employee is sixty-five (65) years of age.

DENTAL/VISION COVERAGE Effective October 1, 2002, the City will provide Dental/ Vision benefits for all members of the Association through the CLEAT Benefit Trust. Employer Plan Services, Inc. or such other service providers the CLEAT Benefit Trust shall designate, will administer the benefits as set forth in the Cleat Benefit Plan Document. Premiums will first be collected in December, 2002 and benefits will begin January 1, 2003. Annually, during open enrollment, Officers may elect to add or delete dependent coverage at their own expense. Dependent premiums will be deducted from payroll and the City will pay all premiums as billed, on a monthly basis. Payment will be as directed by the Trust. It is expressly provided that as a condition of this provision, the City shall provide such benefits on an identical basis to all other City employees, also through the instrumentality of the CLEAT Benefit Trust. The City agrees that such benefits will be provided under an Adoption Agreement to be entered into between such Trust and the Association, and the City agrees that it shall be bound by the terms thereof.

ARTICLE 20

Retirement

Officers shall continue to participate in the Texas Municipal Retirement System in accordance with the statutes of the State of Texas now applicable, or as may be hereafter amended.

The City's matching ratio, the percentage rate, and the amount of the required contribution from the Officer shall be the same as applies to employees in other departments of the City of Silsbee.

The members of the Silsbee Police Officers Association shall receive all retirement benefits afforded any City employees.

ARTICLE 21
Promotions

GENERAL. The City shall solely determine whether any vacant position in any rank will be filled or eliminated. The promotional process described in Sections II-V below shall not be applicable to filling the Assistant Chiefs position. Whenever a promotional opportunity becomes available, the City shall first consider and give preference to qualified Officers of the Department.

As positions become vacant, notice of the job opening will be posted at the Police Station at least thirty (30) days in advance of the date of the examination. The posting notice shall also identify all materials from which the examination is drawn, and the source for all such materials.

SECTION II

TEMPORARY PROMOTIONS. The City Manager may authorize a temporary promotion in the case of a vacant position, and the City Manager shall determine the amount of additional compensation, if any, to be provided while the employee temporarily serves in the position.

Service of a temporary nature shall not enable the circumvention of normal selection procedures, nor shall the employee involved thereby acquire any enhanced status or rights by virtue of such service.

SECTION III

SELECTION DEVICES. The City shall determine the nature of any and all selection devices, such as, but not limited to, written or oral examinations, assessment by a board or panel, as well as the weights and values attached to each element of the process that may be utilized.

Any such selection devices are to be job related, with the goal of objectively measuring the skills, knowledge and abilities that are essential for successful performance of the job to be filled, and for valid comparison of the candidates for the position.

SECTION IV

ORAL INTERVIEW PANEL. Following the written test, the Chief or his designee shall select an Officer from within the department, the Association shall select another Officer from within the department, and a third Officer from the department who is mutually acceptable to the other two, shall conduct an oral interview of the candidates.

For promotions to the rank of Sergeant or higher, the Chief or his designee, a person selected by the Association, and a third person selected by the Chief who is mutually acceptable to the other two persons, shall conduct an oral interview of the candidates. If any costs are incurred due to utilizing persons outside of the department, the costs shall be shared equally by the parties. Any Officers who are utilized in this process must be from a municipal police department with a rank equal to or greater than that of the candidate being evaluated. Persons not currently with a municipal police department but who have had at least five (5) years municipal police experience in a rank equal to or higher than that for which the Officer is being evaluated may also be used.

A structured approach shall be utilized in order that the same issues and questions are applied to each candidate, and all issued are to be job related. The Chief must approve the questions to be utilized and the issues to be covered. Each candidate shall be noted by each rater as acceptable or unacceptable, and shall be placed in rank order if more than one candidate is being considered. Any finding of unacceptable is to be explained in writing by the individual(s) who made such finding.

In the event that the Panel determines that none of the interviewed Officers is qualified to be promoted, the Panel may recommend to the City Manager that someone from outside the Department be employed to fill the vacancy.

The findings of the panel are to be advisory only.

SECTION V

APPEAL. In the event that an Officer who holds a position in the rank immediately below the rank for which a promotional opportunity exists is denied the promotion, he/she shall have the right to appeal such promotional by-pass through the Grievance Procedure in Article #24 of this agreement.

SECTION VI

PROMOTION TO ASSISTANT CHIEF RANK. In order for a candidate to be appointed Assistant Chief of Police, that candidate must execute the appropriate forms to be removed from the bargaining unit and must have a minimum of two (2) years with the Department. The City agrees to enter an indemnity and hold-harmless agreement with the Association in regard to excluding the Assistant Chief from the bargaining unit.

ARTICLE 22

Miscellaneous

SECTION I

REIMBURSEMENT FOR LOST, STOLEN OR DAMAGED ITEMS. An Officer may file a written request with the Chief or his designee for reimbursement for items of a personal nature that are lost, damaged, or stolen as a result of work-related activity. Except in the case of the Officer's incapacity or required travel out of town, the request must be submitted within twenty-four (24) hours after the incident that resulted in the loss/damage, and the request must be accompanied by a clear explanation of the circumstances.

Reimbursement is limited to \$300.00 per occurrence, except for a firearm, in which case the limit is \$500.00.

The City may, at its option, replace the item with an item of comparable worth and quality.

The City shall not reimburse for items lost or damaged due to negligence, or for items that have been prohibited by proper authority for use on the job, or if it cannot be ascertained by the Chief to his satisfaction that the item was legitimately and properly being utilized solely in connection with a job-related activity.

Reasonable proof of value (such as a receipt, cancelled check, seller's statement or catalog information), satisfactory to the Chief, must be provided within thirty (30) days after the occurrence, and no payment shall be authorized without such proof.

SECTION II

REQUESTS FOR TIME OFF. No request for time off by an Officer shall be unreasonably denied.

SECTION III

PHYSICAL FITNESS. It shall be the responsibility of each employee to maintain the standards of physical fitness required for the proper performance of his/her job.

SECTION IV

PERSONAL APPEARANCE. Each Officer is expected to dress appropriately, and to ensure that uniforms are neat, clean and well-tailored, in order that a good general appearance is presented at all times. Uniforms are never to be worn off duty except for outside events or employment that has been approved by the Chief.

SECTION V

DOCUMENT PROVISION. The City shall provide each member of the bargaining unit with a copy of this Agreement, and a copy of all special orders, general orders, training bulletins, and the Departmental Rules and Regulation.

SECTION VI

Upon retirement from the City of Silsbee, each Officer will be given his/her service badge and an identification card indicating he/she is a retired Police Officer.

SECTION VII

OFFICER DUTIES. It is the intent of the City to ensure that Peace Officers are utilized to their full potential in deterring crime in the City of Silsbee. Officers may be required to transport City funds and/or escort other City employees who are tasked in transporting City funds to a financial institution. No Officer involved in the transportation of City funds to a financial institution shall be held responsible for those funds, except in cases of malfeasance in office or willful or wanton neglect of duty.

ARTICLE 23

Probationary Period

SECTION I

APPLICABILITY. Upon being initially hired, or upon being promoted, each employee shall be required to successfully complete a probationary period of six months.

The Chief or supervisor in the Department shall closely observe and evaluate the work and fitness of employees, and shall provide direction and encouragement to assist them in adjusting to their jobs and to the City service. Only those employees who meet acceptable standards during the probationary period shall be retained. In those cases where the future acceptable performance of a probationary employee is a matter of concern to the Chief, the City Manager, at his discretion, may extend the probationary period for a period not to exceed six (6) months upon the Chief's recommendation.

SECTION II

CONDITIONS. An employee shall fail probation when, in the judgment of the Chief, the employee's fitness and/or quality of work are not such as to merit continuation in the job. Failure of probation may occur at any time within the probationary period, and shall not be considered as part of the disciplinary process.

An employee who fails probation may be separated from City employment. If desirable and feasible, the employee may be administratively transferred to a more suitable position in the City workforce, provided that such position is vacant at that time. A newly-promoted employee who fails probation shall be returned to his or her former type of job, and shall retain eligibility for subsequent consideration for advancement.

The Chief shall ensure that all cases of failed probation are thoroughly documented by the detailing of specific commissions/omissions or other inadequacies that resulted in the failure.

SECTION III

NON-APPEALABLE. An employee failing probation shall have no right of appeal except on the grounds of discrimination prohibited by law or this Agreement, in which case the employee may submit a written appeal to the City Manager within five (5) working days following his/her receipt of notice of failure of probation. The decision of the City Manager shall be final.

NO DISCIPLINARY APPEALS. Probationary employees shall not have the right to appeal any disciplinary action except on the grounds of discrimination prohibited by law, in which case the employee may submit a written appeal to the City Manager within five (5) working days following the occurrence of the incident which is being appealed. The decision of the City Manager regarding the appeal shall be final.

ARTICLE 24

Discipline

SECTION I

GENERAL. Employees of the City of Silsbee serve at will, within the provisions of applicable state and federal laws. The City Manager, the Chief of Police, or designee thereof shall retain empowerment to administer discipline for just cause for all employees, at any time, up to and including termination.

FORMAL DISCIPLINARY ACTION. Formal disciplinary action shall include written reprimand, suspension, reduction in pay, demotion and dismissal. Informal disciplinary action shall include oral reprimands, which may be documented. Counseling and warning the employee in an attempt to bring about improvement should precede formal disciplinary action, but nothing herein shall prevent immediate formal action whenever such action is warranted.

SUSPENSION WHILE UNDER INVESTIGATION. Whenever an Officer is under investigation for a crime or official misconduct or is awaiting hearing or trial in a criminal matter, the Officer may be suspended without pay for the duration of the proceedings when such suspension would be in the best interests of the City and the public. If the Officer is cleared by the investigation or proceeding, the Officer shall be eligible for reinstatement under such terms and conditions as are determined by the City Manager. If the investigation or proceeding was related to any action or inaction that involved the Officer's job as an employee with the City of Silsbee, the Officer shall be eligible for back pay.

NON-DISCIPLINARY SEPARATIONS. An Employee, or employees, may be laid off due to reorganization of work or due to lack of funds, or may be terminated because of physical or mental incapacity that renders the Officer unable to appropriately perform the usual and customary job duties. In the case of physical or mental incapacity, such determination shall be made only by competent authority as prescribed by the City Manager, and shall not operate to deny an employee the benefit of any accrued City benefits.

Separation from the City's employment under these circumstances shall not be considered as disciplinary action, and is therefore not appealable, except in the case where a competent physician licensed in the State of Texas that is representing the non-probationary Officer provides a written opinion to the City that disagrees with the opinion obtained by the physician engaged by the City.

INFORMAL RESOLUTION. The first step in the disciplinary appeals procedure is for the Association or the Officer to attempt to resolve the disciplinary appeal by an informal conference with the Chief or his designee within ten (10) working days from the date of the disciplinary action. An appealing Officer may be represented by, or accompanied by, the President of the Association or his/her designee.

If the appealing Officer is not satisfied with the result of the informal conference with the Chief or his designee, he or she may proceed with the appeals process as outlined in Section 12.15 of the City Charter of the City of Silsbee, Texas.

ARTICLE 25

Contract Disputes

The City and the Association agree that the purpose of this procedure is to provide a just and equitable means for resolving disputes between the parties regarding the interpretation, application, or alleged violation of any provision of this Agreement.

All disputes of this nature that arise must be approved by and processed through the Association.

GRIEVANCES FORMAT. All grievances related to disputes between the parties regarding the interpretation, application, or alleged violation of any provision of this Agreement must be in written form, signed by the Association and contain a statement providing all of the facts that are known at the time relating to the grievance, including relevant dates, times, location(s) and the identity of any or all other parties that may be involved in the issue from which the grievance arose. The statement is to also define the remedial action that is being sought by the Association.

APPEAL TIME, LIMITS/STEPS/PROCESS.

STEP 1 SUBMISSION TO CHIEF. The grievance is to be presented to the Chief within ten (10) working days after the occurrence of the incident from which the grievance resulted.

STEP 2 REVIEW BY CHIEF. The Chief, or his designee, shall provide a written decision to the Association within fifteen (15) working days. Upon completion of his investigation, the Chief shall notify the Association, in writing, of his decision.

STEP 3 SUBMISSION TO CITY MANAGER. In the event that the Association is not satisfied with the Chief's decision on the grievance, the Association may appeal to the City Manager within five (5) working days subsequent to receipt of the Chief's decision.

STEP 4 REVIEW BY CITY MANAGER. Upon receipt of the grievance, the City Manager shall investigate the matter, and shall render his decision to the Association, in written form, within thirty (30) days following his receipt of the grievance. With the approval of the parties, the thirty (30) day period may be extended if such additional time would be beneficial to the investigation.

STEP 5 SUBMISSION TO ARBITRATION. If the grievance is not settled at the City Manager's level, the Association may request, within five (5) days following receipt of the City Manager's decision, that the dispute be referred to an arbitration panel, hereinafter referred to as the "panel".

STEP 6 CREATION OF PANEL. The panel shall be comprised of three (3) members, at least two of whom shall be residents of the City of Silsbee, Texas, unless otherwise mutually agreed. The panel shall consist of one member chosen by the City, one

member chosen by the Association, and one member mutually agreed upon by those two. In the event that the two (2) panel members cannot agree on a third member, the City Secretary shall contact the American Arbitration Association and procure a list of seven (7) qualified, neutral arbitrators. The parties shall alternately strike names from the list with the Association striking first to determine the third member. All expenses related to the use of the American Arbitration Association shall be equally borne by the parties.

The panel shall cast votes to elect a chairman, who shall be responsible for the setting of the hearing, and to ensure that the panel properly functions, unless an arbitrator from the American Arbitration Association is used, in which event that arbitrator shall be the chairman.

In the event that a panel member become unable to serve, a substitute may be selected by the party naming the member or by mutual agreement for the third person, or through the process by which the third panel member was selected if mutual agreement is not achieved.

STEP 7

TIME LIMITS. Unless additional time is needed to accommodate the schedule of the neutral arbitrator, within fifteen (15) days following receipt of the grievance, the Panel shall be created and shall hear facts and circumstances surrounding the issue. The time for any such hearing by the Panel shall not exceed eight (8) hours, except that by a majority vote of the Panel, the hearing time may be extended.

STEP 8

FUNCTION OF PANEL. The Association, or a designee, may provide testimony, or other related documentary evidence to the Panel. The Chief, the City Manager, or the designee of either, may also provide testimony or other related documentary evidence to the Panel. The grievant, and any complaining witness, or any witness called by either party, may be examined and cross-examined. The rules of Civil Procedure and Civil Evidence shall not apply but the American Arbitration Association Labor Arbitration Rules will apply with the exception of Rules 7, 8, 9, 12, 13, 14, and 15. The Expedited Labor Arbitration Rules shall not apply. The expenses, if any, under Rule 21, Labor Arbitration Rules, will be paid one-half by each party.

STEP 9

DECISION OF PANEL. Following the hearing, the Panel shall convene in private, and by majority vote (at least 2 of the 3 Panel Members) arrive at a decision as to the contract dispute.

The Panel shall be limited to the precise issue before it; and shall not consider any other issue(s) not properly before it.

The decision of the Panel shall be reduced to writing and shall be simultaneously provided to each party within ten (10) calendar days from the date that the decision is reached. The written decision shall be signed by the Panel; and shall indicate the basis upon which the decision of the Panel was reached.

No Panel member may abstain from voting.

The decision of the Panel shall be final and binding on the City and the Association; except that the non-prevailing party may appeal to District Court on the basis of fraud, collusion or the issue of whether or not the Panel exceeded its jurisdiction.

ARTICLE 26

Use of Polygraph

A polygraph examination may be requested of an Officer by the Chief only in the strictest confidence, and after the complainant and any complaining witness(s) who give a written statement have been examined and found wholly truthful by a licensed examiner except in the event the complainant alleges sexual assault or sexual harassment-harassment.

The Chief may order an Officer to submit to a polygraph examination if the Chief considers the circumstances to be extraordinary and believes that the integrity of the Officer is in question. Prior to issuing any such order under this section, the Chief must submit a written statement to the City Manager providing the reason(s) for the order.

The Officer shall be examined by a licensed polygrapher from outside the Department.

ARTICLE 27

Miscellaneous Agreements

SECTION I

The parties agree that the Department will investigate modifications to the disaster policy in order to take advantage of FEMA funding to pay officers that work during officially declared local, state, or federal disasters.

SECTION II

The parties agree that the City will investigate increasing the fee that the City charges a person or entity to obtain a parade permit in order to apense the monetary and administrative burden that holding a parade puts on the City and the Department.

ARTICLE 287

Closing Statements

SECTION I

SAVINGS CLAUSE. Should any provision of this Agreement be found by a court of competent jurisdiction to be inoperative, void or invalid, all other provisions of this Agreement shall continue to remain in full force and effect for the duration of this Agreement.

The intent of the parties is that no portion of this Agreement or provision contained therein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION II

STABILITY OF AGREEMENT. No agreement, understanding, alteration or variation of the terms or provisions of this Agreement shall bind the parties unless made and executed in writing by the parties hereto. The failure of the City or the Association to insist in any one or more instances upon performance of any of the terms or conditions on this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or the Association to future performance of any such term or condition, and the obligations of the City and the Association as to such future performance shall continue in full force and effect.

SECTION III

FULL AND FINAL SCOPE OF THE AGREEMENT. The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The foregoing Agreement constitutes the full and complete Agreement of the parties and, subject to the Maintenance of Standards Article (Article #7) in this Agreement, there are no other agreements, either oral or written except as herein contained.

Each party for the term of this Agreement specifically waives the right to demand or petition for change herein, regardless as to whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

SECTION IV

APPROVAL. This Agreement was approved by the City Council of the City of Silsbee, Texas at the regular meeting held on 2021, 2021 and has been ratified by the Silsbee Police Association on 2024, 2021.

FOR THE CITY:

Mayor

City Manager

Chief of Police

ATTEST:

Assistant City Secretary

FOR THE ASSOCIATION:

Association President

Association Officer

Association Officer

ATTACHMENT A
Release of Liability Agreement

I, _____, (known herein as _____), in consideration for the joint promises herein made, in which such consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree to the following:

I
I, _____, have accepted the appointment to Assistant Police Chief at the Silsbee Police Department. and recognize such position is an "at will" position within the Management of the City of Silsbee, and that I have no "tenure" in the present position. The position is not represented by the Labor Agreement between the City of Silsbee and the Silsbee Police Association. Therefore, I hereby release the Silsbee Police Association and indemnify them from any and all liability for any claim I might have arising out of the Silsbee Association's alleged breach of its duty of fair representation or arising out of any related affirmative claim for not representing me in collective bargaining negotiations as required by State Law, or for not representing me under the grievances procedures as set forth in the Collective Bargaining Agreement between the City of Silsbee and the Silsbee Police Association.

II
I hereby voluntarily relinquish any and all rights and benefits set forth and granted under the existing Collective Bargaining Agreement between City of Silsbee and the Silsbee Police Association, except as specified in Paragraph In below, and including, but not limited to: inclusion as a member of the collective bargaining unit, coverage under any and all wage plans and any other fringe benefits therein, either of a direct or indirect nature (including but not limited to insurance plans/premium payments, work hours, clothing allowance, leave time, holidays, overtime pay, call back and standby pay, longevity pay and certificate pay); and the right to file any and all grievances pursuant to Article 24 of the Contract alleging a violation of the Collective Bargaining Agreement, for events occurring while I held the position of Assistant Chief.
I, by execution of this Agreement, do not relinquish my right under Article 24, to be terminated from employment for cause only and to appeal termination of my employment pursuant to that Article. Nor do I relinquish my right upon voluntarily or involuntarily relinquishing the position of Assistant Chief to any other position within the Silsbee Police Department. In such event, I will have the full protection of the Silsbee Police Association after the effective date that I assume such position without requirement of payment of any back dues, assessments, charges or other penalties of any type.

Executed this _____ day of _____, 20____,
By: _____

ACCEPTED: _____
President, Silsbee Police Association

ACCEPTED: _____
City Manager, City of Silsbee

RESOLUTION NO. 21-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SILSBEE, TEXAS SETTING A PUBLIC HEARING TO DISCUSS A PROPOSED ORDINANCE CREATING A MUNICIPAL DRAINAGE SYSTEM AND ORDERING THAT NOTICE OF SAID HEARING AND THE FULL TEXT OF THE PROPOSED ORDINANCE BE PUBLISHED IN THE NEWSPAPER OF GENERAL CIRCULATION.

WHEREAS, the City Council of the City of Silsbee, Texas, has found that it may be in the best interest of the citizens of Silsbee, Texas to declare that the drainage system of the municipality a public utility; and

WHEREAS, Texas Local Government Code 552.045 requires that a public hearing be held to consider the ordinance declaring the drainage system of the municipality a public utility; and

WHEREAS, Texas Local Government Code 552.045 requires that no ordinance declaring the municipal drainage a public utility may be adopted by a municipality before publishing the full text said ordinance and notice of the public hearing to consider said ordinance in the newspaper of general circulation in the municipality three times and that the first of those publications must be no fewer than thirty days prior to the date of the public hearing;

NOW THEREFORE, be it hereby Resolved by the City Council of the City of Silsbee, Texas, that:

1. The City Council of the City of Silsbee, Texas does hereby declare that public hearing to discuss the creating of a Municipal Drainage System be held on the ____ day of _____, 20____.
2. The City Council of the City of Silsbee, Texas does hereby instruct the City Manager of the City of Silsbee, Texas to cause notice of the public hearing be published and the proposed ordinance creating a municipal drainage system attached to this Resolution as Exhibit A be published in the newspaper of general circulation in the municipality on three consecutive publications, the first of which being at least thirty days from the date of the public hearing.

PASSED & APPROVED by the City Council on this, the ____ day of _____, 2021.

CITY OF SILSBEE, TEXAS

Attest:

Kevin Garner, Mayor

DeeAnn Zimmerman, City Secretary

Approved as to form only:

Solomon Freimuth, City Attorney

NOTICE OF PUBLIC HEARING

A public hearing to discuss the proposed ordinance published below will be held at _____ p.m. on November _____, 2021 at the Silsbee City Hall, located at 1220 Highway 327 East, Silsbee, Texas 77656. The proposed ordinance will establish a Municipal Drainage Utility and authorizes the Municipal Drainage Utility System to levy drainage charges. The public is invited to attend this hearing to discuss questions and concerns with the proposed ordinance.

The proposed drainage fees that will be levied by the Municipal Drainage Utility are as follows:

Residential Customers: \$5.00/month

Small non-residential (footprint of an acre or less): \$10.00/month

Medium non-residential (footprint of more than an acre and less than seven acres): \$20.00/month

Large non-residential (footprint of more than seven acres): \$30.00/month

ORDINANCE NO. 21 -14

AN ORDINANCE OF THE CITY OF SILSSEE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 38, TO ADD ARTICLE VI MUNICIPAL DRAINAGE UTILITY SYSTEM, TO ESTABLISH A MUNICIPAL DRAINAGE UTILITY SYSTEM; PROVIDING FOR DRAINAGE SERVICE, BILLING, EXEMPTIONS, DRAINAGE CHARGES AND APPEALS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A CRIMINAL PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Silsbee, Texas, has investigated and determined that it would be advantageous and beneficial to the citizens of the City to promote the public health, safety and welfare of the citizens to adopt a Municipal Drainage Utility System; and

WHEREAS, the City Council further investigated and determined that it would be in the best interest of the citizens to adopt the Municipal Drainage Utility Systems Act as set forth in Chapter 552, Subchapter C, Texas Local Government Code, as amended ("Act"); and WHEREAS, the City Council hereby adopts the Act and incorporates it herein in its entirety for all purposes; and

WHEREAS, the City Council finds that the drainage of the City is a public utility within the meaning of the Act; and

WHEREAS, the City Council further finds that the City will establish a schedule of drainage charges against all real property in the proposed service area(s) which included the entire City subject to charges under this Ordinance; and

WHEREAS, the City Council further finds that the City will provide drainage for all real property in the proposed service area(s) on payment of drainage charges, except real property exempted under the Act or pursuant to this Ordinance; and

WHEREAS, the City Council further finds that the City will offer drainage service on nondiscriminatory, reasonable and equitable terms; **NOW THEREFORE**,

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

SECTION 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. That Chapter 38 of the Code of Ordinances of the City of Silsbee, Texas, is amended by adding Article VI, Municipal Drainage Utility System, to read as follows:

"ARTICLE VI, Municipal Drainage Utility System

Sec. 38-176. Municipal Drainage Utility System Established:

The Municipal Drainage Utility Systems Act, Chapter 552, Subchapter C, Texas Local Government Code, as amended (the "Act"), is hereby adopted and shall be fully implemented as provided by the Act and by the City Council; and the drainage of the City is hereby found to be a public utility within the meaning of the Act.

Sec. 38-177. Drainage Service Provided:

The City will provide storm water drainage for all real property within its boundaries upon payment of the determined drainage charges, as defined in the Act, and excluding property exempt under the Act and certain exempted real property by the City, and that the fees, assessments, and charges will be based on nondiscriminatory, reasonable and equitable terms. The drainage charges

established herein shall be for all non-exempt benefitted property as defined in the Act within the City drainage system

Sec. 38-178. Billing for Drainage Service:

The City is hereby authorized to bill the drainage charges incurred as a result of the adoption of the Act and through the establishment of the municipal drainage utility system. The drainage charge shall be separately identified from other public utility billings. Revenues generated through the drainage charges authorized herein shall be classified as committed resources according to the City Financial Policies, as amended. Drainage charges may only be expended for the costs of service as defined by the Act.

Sec. 38-179. Authority to Levy Drainage Charges:

The City may levy a schedule of drainage charges upon satisfaction of the procedural requirements provided in the Act and this Article. Prior to the levy of any drainage charges, the City Council shall conduct a public hearing on the drainage charges pursuant to the Act. Prior to adoption of this Article the City Council found and determined: that the City will establish a schedule of drainage charges against all real property in the proposed area which includes the entire City subject to the charges under the Act; the City will provide drainage for all real property in the proposed service area on payment of the drainage charges, except real property exempt under the Act; and the City will offer drainage service on nondiscriminatory, reasonable, and equitable terms.

Sec. 38-180. Exemptions Authorized:

The City is authorized to exempt certain property, entities or persons from all ordinances, resolutions, and rules which the City may adopt from time to time in connection with the adoption of the Act and the establishment of its municipal drainage utility system. Any exemptions to the drainage charges established herein other than the exemptions required by the Act shall be set forth in the drainage charge schedule.

Sec. 38-181. Charges:

(a) The City Council shall, following the adoption of this Article, establish a drainage charge schedule, by resolution of the City Council, from time to time, for charges which shall be collected through the City's bill for public utilities pursuant to the Act and other applicable law. There shall be a drainage charge on each monthly public utility statement for the City drainage system as set forth in the drainage charge schedule. The City Manager, or designee, is authorized to collect such charges in a manner consistent with the City Charter, the Act and this Article. The drainage charges shall be a separate line item on the public utility statement, and shall be clearly identified as a separate charge. Except, as otherwise provided herein, the billing, charges and collection procedures shall be consistent with City collection procedures for the water and sewer services.

(b) The drainage charges established pursuant to this Article will apply to the accounts maintained by the City for public utility services.

(c) All billing, credits, exemptions and other procedures relating to drainage charges established pursuant to this Article shall be subject to the provisions of the Act and other applicable law.

(d) A deposit for the drainage services as a precondition to accepting surface flow from benefitted property into the City drainage utility system shall not be required. All real property of the City will be provided with drainage utility system service on timely payment of drainage charges established herein.

Sec. 38-182. Appeals.

(a) Billing and payment disputes for administrative issues relating to the drainage charges shall be subject to appeals procedures used by the City for other public utility billing disputes. A person or entity that owns or occupies a benefitted property may appeal the drainage charges established herein pursuant to this procedure set forth in this section.

(b) Appeals for the following reasons shall be directed to the Director of Finance for evaluation and determination. An appeal shall be in writing and submitted to the Director of Finance within thirty (30) days after the public utility billing statement containing the matter to be disputed.

During all periods of appeal the person or entity that owns or occupies the benefitted property and/or the account holder shall be responsible for payment of the charges in full:

- (1) Exempt property has been assessed a drainage charge;
- (2) Drainage charge for an individual property is assessed on more than one public utility account; or
- (3) Drainage charge is assessed to individual property outside the City's jurisdictional area.

(c) The Director of Finance shall render a written decision on such appeals within thirty (30) days after receiving a timely written notice of appeal from the person or entity who owns or occupies the benefitted property and/or the account holder. The Director of Finance shall deliver a copy of the appeal decision to the person or entity who owns or occupies the benefitted property and/or the account holder by US mail to the address of the landowner/account holder according to the most recent records in the possession of the City.

(d) Appeals for claims that the drainage charge for an individual property is based on an incorrect determination of the property's contribution to the drainage utility system, as established in the City drainage charge schedule shall be directed to the Director of Public Works for evaluation and determination. An appeal pursuant to this section shall be in writing and submitted to the Director of Public Works within thirty (30) days after the public utility billing statement containing the matter to be disputed. During all periods of appeal the person or entity who owns or occupies the benefitted property and/or the account holder shall be responsible for payment of the charges in full.

(e) Any person or entity who owns or occupies the benefitted property and/or the account holder who disagrees with the decision of the Director of Finance or the Director of Public Works, as the case may be, may appeal such decision to the City Manager in writing within ten (10) days after receipt of the decision of the Director of Finance or the Director of Public Works, as the case may be. The decision of the City Manager shall render a written decision within thirty (30) days after receipt of a timely appeal. The decision of the City Manager shall be final.

Sec. 38-183. Credits.

(a) A property owner may petition to the City to reduce the drainage charge fee for an individual property to account for on-site storm water management controls that reduce the property's impact to the drainage utility system.

(b) The petition will be evaluated and the fee adjustment decision determined by the Director of Public Works. The Director of Public Works' evaluation and determination shall be based on nondiscriminatory, reasonable, and equitable terms and shall be based solely on storm water-related factors.

Sec. 38-184. Penalties; Enforcement.

Failure to pay the drainage charges promptly when due shall subject such user to discontinuance of any public utility services provided by the City, in accordance with the procedures adopted by the city for discontinuance of any City public utility service including water and/or sewer service and other applicable laws."

SECTION 3. That all provisions of the ordinances of the City of Silsbee 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 Silsbee 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 invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Silsbee as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

PASSED AND APPROVED on the first reading by the City Council of the City of Silsbee, Texas, on _____, 20____.

PASSED AND APPROVED on the second reading by the City Council of the City of Silsbee, Texas, on _____, 20____.

Mayor

Attest:

City Manager

Approved as to form only:

City Attorney

RESOLUTION NO. 21-43

A RESOLUTION OF THE CITY COUNCIL OF SILSBEE, TEXAS, APPROVING THE PROPOSAL FOR ENGINEERING SERVICE AND WORK AUTHORIZATION PRESENTED TO THE CITY OF SILSBEE, TEXAS BY LJA ENGINEERING, INC. FOR ENGINEERING SERVICES ON THE 2022 HMAC STREET IMPROVEMENT PROJECT AND AUTHORIZING THE CITY'S MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF.

WHEREAS, on July 1, 2021, the City of Silsbee, Texas (the "City") and LJA Engineering, Inc. ("LJA") executed a professional services agreement for engineering services related to the 2022 HMAC STREET IMPROVEMENT PROJECT; and

WHEREAS, LJA has provided the City with a proposal for engineering services and work authorization to assist the City with its 2022 HMAC STREET IMPROVEMENT PROJECT pursuant to that professional services agreement; and

WHEREAS, the City has determined that the terms and conditions set forth in the proposal are acceptable to the City and in the best interest of its citizens; and

WHEREAS, the City would like LJA to commence engineering HMAC STREET IMPROVEMENT PROJECT as soon as possible;

Now, therefore, BE IT RESOLVED by the City Council of the City of Silsbee, Texas that:

1. The City approves the execution of the attached proposal for engineering services and work authorization; and
2. The City's Mayor is authorized to execute said proposal for engineering services and work authorization on the City's behalf.

Passed and approved by vote of ____ votes for and ____ votes against on _____, 2021 by the City Council of the City of Silsbee, Texas.

City of Silsbee, Texas

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM ONLY:

City Attorney

RESOLUTION NO. 21- 43

A RESOLUTION OF THE CITY COUNCIL OF SILSSEE, TEXAS, APPROVING THE PROPOSAL FOR ENGINEERING SERVICE AND WORK AUTHORIZATION PRESENTED TO THE CITY OF SILSSEE, TEXAS BY LJA ENGINEERING, INC. FOR ENGINEERING SERVICES ON THE 2022 HMAc STREET IMPROVEMENT PROJECT AND AUTHORIZING THE CITY'S MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF.

WHEREAS, on July 1, 2021, the City of Silsbee, Texas (the "City") and LJA Engineering, Inc. ("LJA") executed a professional services agreement for engineering services related to the 2022 HMAc STREET IMPROVEMENT PROJECT; and

WHEREAS, LJA has provided the City with a proposal for engineering services and work authorization to assist the City with its 2022 HMAc STREET IMPROVEMENT PROJECT pursuant to that professional services agreement; and

WHEREAS, the City has determined that the terms and conditions set forth in the proposal are acceptable to the City and in the best interest of its citizens; and

WHEREAS, the City would like LJA to commence engineering HMAc STREET IMPROVEMENT PROJECT as soon as possible;

Now, therefore, BE IT RESOLVED by the City Council of the City of Silsbee, Texas that:

1. The City approves the execution of the attached proposal for engineering services and work authorization; and
2. The City's Mayor is authorized to execute said proposal for engineering services and work authorization on the City's behalf.

Passed and approved by vote of ____ votes for and ____ votes against on _____, 2021 by the City Council of the City of Silsbee, Texas.

City of Silsbee, Texas

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM ONLY:

City Attorney

LJA Engineering, Inc.

2615 Calder Ave., #500 Phone 409.833.3363
Beaumont, Texas 77702 Fax 409.833.0317
www.lja.com TBPE No F-1386



October 22, 2021

Ms. DeeAnn Zimmerman
City Manager
City of Silsbee, Texas
1220 Highway 327 East
Silsbee, Texas 77656

Re: Proposal for Engineering Services
City of Silsbee, Texas
2021 HMAC Street Improvements Project
Project No. B837-1018
Work Authorization No. WA-102

Dear Ms. Zimmerman:

LJA Engineering, Inc. (LJA) is pleased to provide this proposal for engineering services to assist the City of Silsbee, Texas with its 2022 HMAC Street Improvements Project. A more detailed project scope, engineering scope of services, and engineering costs are included as Exhibits A and B to the enclosed and proposed Work Authorization WA-102 (Attachment C).

This proposal is made pursuant to the terms and conditions of the Professional Services Agreement (PSA) entered into on July 1, 2021, by and between LJA and the City of Silsbee.

Monthly invoicing for the project will be based on percent complete. Payment for the services should be made by the Client on a monthly basis in accordance with the agreement. If you approve of this proposal, please sign and return a copy to our office.

We appreciate the opportunity to provide this proposal and look forward to working with you. If you have any questions, please feel free to call me or Trey Gaspard at 409.833.3363 or email me at tgaspard@lja.com.

Sincerely,

LJA Engineering, Inc.

A handwritten signature in dark ink, appearing to read "Toby J. Davis", is written over a horizontal line.

Toby J. Davis, P.E.
Vice President

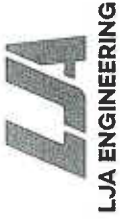
Approved:
City of Silsbee, Texas

By: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT C
WORK AUTHORIZATION

LJA Job No. **B837-1018**
LJA WA No. **102**

This Work Authorization (the "Authorization") is made pursuant to the terms and conditions of the Professional Services Agreement ("PSA") entered into on July 1, 2021 by and between LJA Engineering, Inc. ("LJA") and City of Silsbee, Texas ("Client").

- A. Services. LJA will perform the engineering services as outlined in Exhibit A attached hereto.
- B. Compensation. Client shall pay LJA for Services as follows:
Hourly Rates with An Estimated Fee of \$Insert Dollar Amount] (See Attachment B: Rate Schedule)
 Percentage of Construction Cost \$Insert Dollar Amount
 X Lump Sum \$ **74,000.00**
 Other: [Insert Comment or DELETE]
- C. Payment. Payment to LJA for the services established under this Work Authorization shall be made in accordance with the PSA.
- D. Supplemental Terms and Conditions.

- E. Severability. This Authorization supplements the PSA and does not waive the parties' responsibilities and obligations provided thereunder. Where the terms or conditions of this Authorization conflict with those of the PSA, this authorization shall control for the Services performed under this Authorization only. This Authorization's terms shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the PSA.

Each of the undersigned Parties has caused this Authorization to be duly executed:

APPROVED FOR "CLIENT"
CITY OF SILSBEE, Texas

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____	By: <u></u>
Printed Name: <u>Deeann Zimmerman</u>	Printed Name: <u>Toby J. Davis</u>
Title: <u>City Manager</u>	Title: _____
Date: _____	Date: <u>10/22/2021</u>

EXHIBIT A

CITY OF SILSBEE, TEXAS 2022 ROAD REHABILITATION PROJECT

Scope of the Project

This project will consist of LJA Engineering providing engineering design services for the City of Silsbee 2022 Road Rehabilitation Project. Services shall include the production of plans and specifications, bidding phase services, construction contract administration, and construction inspection.

The general scope of the construction project will be to rehabilitate existing pavement roads by the construction method of full asphalt replacement or chip seal for preservation of existing asphalt surfaces. Those improvements as well as the related engineering scope of services are as generally described in the following table.

Scope of Engineering Services

Basic Services

1. Attend preliminary conferences with the Owner regarding the project
2. Perform preliminary design activities to establish appropriate design criteria.
3. Design and preparation of construction plans and specifications.
4. Assist the Owner in the construction bidding or negotiation process including tabulation of the bids and assessment of Contractor qualifications.
5. Assist in the preparation of the formal contract documents.
6. Hold a pre-construction conference, if necessary, and prepare and distribute meeting notices.
7. Review Contractor submittals on materials to be incorporated into the project.
8. Make periodic visits to the site to observe the progress of and verify the general quality of the work.
9. Prepare periodic progress reports for submission to the Owner.
10. Issue any required change orders.
11. Process monthly payment requests from the Contractor to the Owner.
12. Make a final inspection of the project and prepare a Certificate of Completion.

Additional Services (Not Included in Scope of Services for Engineering Services Cost Estimate)

This contract scope of work does not anticipate the need for and does not include the following services:

1. Full time services of a Resident Project Representative
2. Preparation of environmental statements or reports required by government agencies including, but not limited to, those related to wetlands, endangered species, or archaeological sensitive areas.
3. Special investigations involving any soil testing for contamination of any kind.
4. Any revision of previously approved work.
5. Additional services due to significant changes in the scope of the project or its design including but not limited to changes in sizes, complexity, or character of construction as agreed to by both parties.
6. Boundary surveys or preparation of property or easement descriptions.

EXHIBIT B
ENGINEERING SERVICES
CITY OF SILSBEE, TEXAS
2022 ROAD REHABILITATION PROJECT

BASIC SERVICES

Preliminary Planning	\$3,000
Miscellaneous Data Collection	\$6,000
Design Phase	\$30,000
Bidding Phase	\$5,000
Construction Engineering	\$10,000
Construction Inspection	\$20,000
TOTAL	\$74,000



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on May 27, 2021 is by and between City of Silsbee, Texas with address at 1220 Hwy 327 East, Silsbee, Texas 77656 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule -- Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
CITY OF SILSSEE, TX

By: 
Printed Name: Kevin Garner
Title: Mayor
Effective Date: 7/1/2021

Attachments:
A - Standard Terms and Conditions
B - Standard Rate Schedule

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: 
Printed Name: Toby J. Davis
Title: Vice President

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. **CHANGE OF SCOPE.** The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. **SAFETY.** LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. **DELAYS.** The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services.

Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. **RELATIONSHIP WITH CONTRACTORS / REVIEW.** LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

7. **INSURANCE.** LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction,

Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

8. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

9. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

10. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

11. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III

of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

12. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to reuse of modified plans. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

14. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine,

or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

15. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

16. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

18. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

19. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2271, Government Code, LJA hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

20. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If

any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

21. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

22. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA's address and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.21JUL2020



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPEF-1386 TBPLS 10105600

ATTACHMENT B

LJA ENGINEERING
BEAUMONT PUBLIC INFRASTRUCTURE
2019 STANDARD RATE SCHEDULE

Principal-Registered Professional Engineer	\$220.00 per hour
Senior Project Engineer	\$197.00 per hour
Project Engineer and Registered Professional Land Surveyor	\$171.00 per hour
Engineer In Training (EIT)	
Level 2	\$138.00 per hour
Level 1	\$127.00 per hour
Graduate Engineer	\$121.00 per hour
Project Manager 2	\$170.00 per hour
Project Manager 1	\$163.00 per hour
Technician VI (Project Manager, Sr. Designer, Real Property Spec.)	\$160.00 per hour
Technician V (Designer, Survey Coordinator)	\$130.00 per hour
Technician IV (Autographics Operator, Office Survey Technician)	\$110.00 per hour
Technician III (Jr. Autographics Operator, Field Survey Party Chief)	\$ 94.00 per hour
Technician II (Data Entry/Field Survey Technician)	\$ 79.00 per hour
Resident Project Representative	\$113.00 per hour
Secretary/Typist	\$ 69.00 per hour

Reimbursable expenses such as outside reproduction services, courier service, photo processing, and sub-consultant services will be invoiced at cost.

Rates are adjusted as necessary at the beginning of each calendar year to reflect increases in cost of operation, inflation, etc.

Invoices based on these rates or on any other contractual arrangements with LJA Engineering are **NET 30 DAYS** unless specific arrangements/agreements are made. If payment is not received within 30 days, project work will proceed at our discretion.

RESOLUTION NO. 21-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SILSBEE, TEXAS CASTING ITS VOTES AT THE ELECTION FOR THE BOARD OF DIRECTORS FOR THE HARDIN COUNTY APPRAISAL DISTRICT.

The City Council finds it to be in the best interest of the citizens of the city of Silsbee to cast all of its available votes for the Board of Directors of the Hardin County Appraisal District for Richard Worley.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Texas Property Tax Code 6.03, the City of Silsbee hereby casts our votes for Board of Directors candidates as tabulated below:

Kenny Burkhalter	_____
Shirley Guillot	_____
Sam Edd Harrell	_____
John Landis	_____
Eileen Lewis	_____
Mark Muckelroy	_____

PASSED AND APPROVED by the City Council this the _____ day of _____, 20____.

THE CITY OF SILSBEE, TEXAS

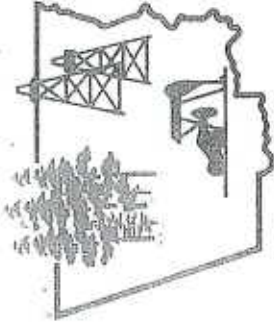
By: _____
KEVIN GARNER, Mayor

ATTEST:

DEE ANN ZIMMERMAN, City Secretary

APPROVED AS TO FORM:

SOLOMON FREIMUTH, City Attorney



Hardin County Appraisal District

BALLOT OF NOMINEES

HARDIN COUNTY APPRAISAL DISTRICT

BOARD OF DIRECTORS

2022-2023

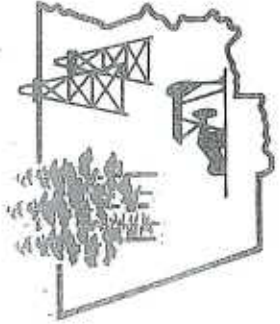
<u>Listed as follows:</u>	<u>Nominated By</u>	<u># of Votes</u>
Kenny Burkhalter	County	_____
Shirley Guillott	County, West Hardin CCISD	_____
Sam Edd Harrell	Silsbee ISD	_____
John Landis	Kountze ISD, County	_____
Eileen Lewis	Hardin Jefferson ISD, County	_____
Mark Muckleroy	City of Silsbee	_____

Please sign and return ballots by December 15, 2021.

Signature _____

Entity _____

Title _____



Hardin County Appraisal District

October 18, 2021

Dear Voting Entities,

Enclosed is the ballot for the Hardin County Appraisal District Board of Directors election. The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15. This action will need to be an agenda item for each voting entity. Please return your resolution along with the completed ballot before December 15, 2021. Your allocated votes may be either be cast for one candidate only or distributed among the candidates.

If you have any question, please contact our office.

Thank you,

Crystal Smith

Crystal Smith
Chief Appraiser