

OLD BUSINESS

ITEM #1

OLD BUSINESS:

Approval of Special Use Permit to allow for a Food Court, located at John Taylor Addition Block 2, Lot 1, property located in R5 (Owner: Andrew Forsberg & Clint West, Shrimpies, Inc)

City Administrator said that a special use permit is required for food trucks operating longer than 10 days. There is a temporary permit issued at this time. Gary Unterbrink spoke on behalf of the owners and presented an updated site plan to the Commission showing handicapped parking, shielded dumpster and port-a-potties set back in the corner off the street, picnic tables and layout of the food trucks on site. Owners have applied for food license, and TXDOT driveway. Last presentation to the Commission, the owners said the food trucks would not be sublet and owner would own each of them, however during this meeting the speaker confirmed the food trucks would be sublet. City Administrator confirmed every 2 years the owner would have to re-license use of the food trucks on this site, therefore if the site is not being used appropriately the licenses could cease. Commissioner Carlson said this would be a good addition to the city. Commissioner Roesch said it would be walkable from the square to offer more choices. Commissioner Roesch made a motion to approve the food court based on the site plan that was distributed. Commissioner Perkins 2nd the motion. Passed Unanimously.

ADJOURN:

Commissioner Roesch made a motion to adjourn and Commissioner Perkins 2nd the motion.
Adjourned at 6:48 PM

Submitted by Lynn DeVincenzo
Secretary, Planning and Zoning Commission



RECEIVED
NOV 08 2022

Shrimpies, Inc Special Use Permit item numbers:

Section 4.15 Mobile Food Vendors (h) i Permanent food Court

Permanent food courts authorized by special use permit. A SUP is required to establish a permanent food court

Section 4.15 Mobile Food Vendors (g) provisions iii

If any mobile food vendor remains on the same location for longer than 10 days, a special use permit is required.

Packet Includes:

Special Use Permit Application

Blanco County Appraisal District Property ID Card

Map of subject property with 200' radius

Compact Site plan (Larger formats available)

Other items per UDC

Sales Tax Application

Sales Tax Report Form(This form does not exists, has been replaced with:

Texas Sales and Use Tax Rates

Local Sales Tax History

Food Protection Manager Certification

City of Blanco

Application for Variance Request/Special Use permit

1. Owner Information (the holder (s) of a legal or equitable interest in the Subject Property as shown by the deed records of Blanco County.

Property owner's full legal name: FORSBERG ANDREW & CLINT WEST
Property owner's mailing Address: 212 PRIM ROSE
City: BLANCO State: TX Zip Code: 78606
Home Phone: 830-385-0348 Work Phone: Cell:
Email Address:

2. Applicant Information (a person Seeking approval of an application ; can be the Owner or Designated Representative of the Owner)

Same as Owner (if checked, skip to Section 3)
Applicant's full legal name: Shrimpies, Inc
Applicant's mailing address: 523 John Price
City: Blanco State: TX Zip Code: 78606
Home Phone: 361-228-0445 Work Phone: Cell Phone: 361-228-0445
Email Address: glunterbrink@gmail.com

3. Designated Contact (the individual who the Owner or Applicant has Chosen to receive all communications on his/her behalf related to the Application):

Same as Owner (skip to section 4) x Same as applicant (skip to Section 4)
Contact name:
Contact mailing address:
City: State: Zip Code:
Home Phone: Work Phone: Cell Phone:

4. Additional Information Required Of Business Entities Only:

Is The Owner a Corporation or Partnership? Yes (complete this section) No (skip and go to section 5)
[] Attach a letter on company stationery, signed by an authorized individual, authorizing the Applicant to file an Application on behalf of the company.
[X] Not Applicable. The Company is serving as the Applicant.

5. Owner's / Applicant's Certification

I hereby certify that the information provided herein is true and correct to the best of my knowledge.

Signature: [Handwritten Signature]
Date: 09/14/2022
Printed Name: Gary L Unterbrink

Property Information

1. Owner Information:
Property Owner's Full Legal Name: FORSBERG ANDREW & CLINT WEST

2. Property Information (the property or tract for which this application has been submitted.)				
911 street address of property (if established)				
Legal Description: JOHN TAYLOR ADDITION , BLK 2 , LOT 1				
Lot: 1	Block: 2	Subdivision: John Taylor Addition	Sec:	Phase:
If not located in Subdivision: Survey:				
Abstract:			Recorded (Vol/Page)	

3. Type of Variance being requested
--

1. Sign
2. Building setback
3. Administrative
4. Special Use
5. Other (please Explain) _____

All Applicants Complete the Following:

Ordinance and section being appealed	Requirements of Regulation	Variance Sought from requirements
Section 4.15 Mobile Food Vendors (g) Provisions iii	If any mobile food vendor remains at the same location for longer than 10 days, a special use permit is required.	Asking for use year round, for a longer duration than 10 days.
Section 4.15 Mobile Food Vendors (h) i. Permanent food Court	Permanent food courts authorized by special use permit. A SUP is required to establish a permanent food court	Asking for the establishment of a permanent food court

Hardship Findings (attach additional sheets if necessary):
Describe the actual situation of the subject property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the ordinance: If Shrimpies, Inc is required to move off location every 10 days, that would create a burden on days

when the food trailer could be in operation and generating revenue. Shrimpies, Inc is seeking a permit for year round operation at this location.

Describe how strict enforcement of the provisions of the ordinance that are sought to be varied will (A) deny the applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in the City of Blanco with similarly timed development and (B) deprive the Applicant the reasonable use of his/her land, and that failure to grant this variance would result in undue hardship to the Applicant :

There are other food trailers in the Blanco City Limits that maintain their location year round. Shrimpies, Inc is seeking the same privileges

Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the enjoyment/use of adjacent property owners:

By allowing Shrimpies, Inc to maintain its location year round, the public will have more enjoyment/use knowing where this establishment will be at all times.

Describe how the hardship sought to be avoided is NOT the result of (A) the applicant's own actions (self imposed or self created) and /or (economic or financial hardship)

N/A

Describe how the variance will improve the functionality of the property:

Having Shrimpies, Inc available to the public in a known location will benefit its patrons as they will know the location of the food trailer at all times.

Attach any requested building plans, site plans, plats, surveys, or any other pertinent documents having any importance to this request behind this sheet and list documents and descriptions below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Owner's/ Applicant's Certification:

I hereby certify and agree to the following:

1. I have carefully read the complete Application and know all statements herein and in the attachments hereto are true and correct to the best of my knowledge.
2. The Owner of the Subject Property, if different from the Applicant, has authorized the submittal of this application.
3. No work in relation to the requested variance may start until such variance is approved by the City Council of the City of Blanco.
4. Variance approval may be revoked if any false statements are made herein.
5. As the Owner of the above property or Duly Authorized Applicant, I hereby grant permission to the City of Blanco, its employees, officers and duly appointed board and commission members to enter the premises to make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Signature: 

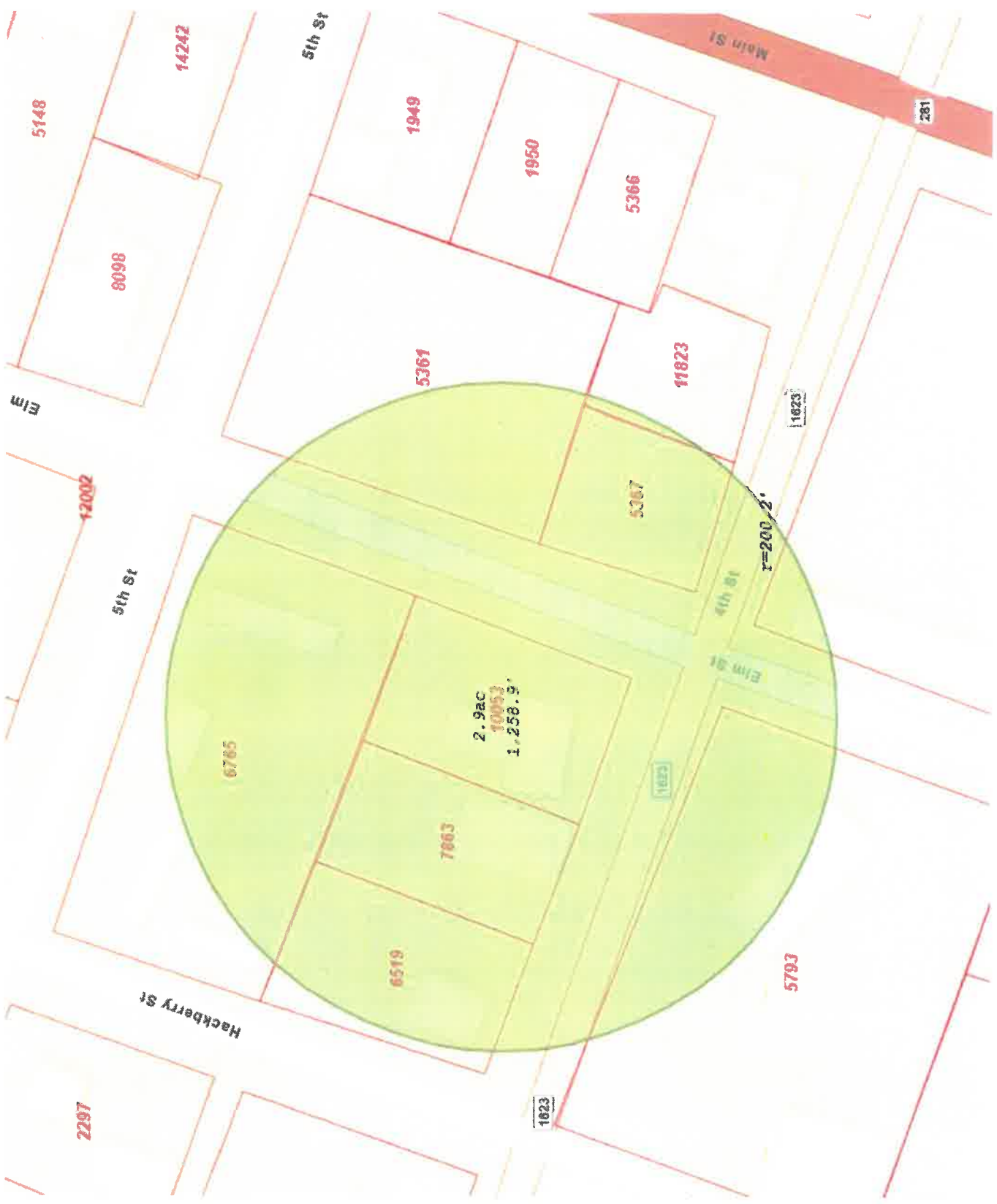
Print Name: Gary L. Unterbrink

Date 09/14/2022

Required Documents for Variance Submittal

1. Legal description and plat of subject site.
Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper, not letterhead, or the subdivision name with lot and block number).
2. Map, clearly showing the site in relation to the adjacent streets and distance to the nearest thoroughfare.
3. Names and Addresses of legal property owners within 200 feet of the block or parcel (this can be obtained at the Blanco County Appraisal District located at 615 Nugent Ave. Johnson City, TX 78636. (830) 838-4013.)
4. A completed application.
5. A filing fee of \$750.00 plus \$7.58 per property owner within 200 feet.

ALL APPLICATIONS MUST BE SUBMITTED TO CITY HALL 20 DAYS PRIOR TO THE FIRST MONDAY OF THE MONTH. LATE SUBMITTALS WILL BE SCHEDULED FOR THE FOLLOWING MONTHS PLANNING ND ZONING COMMISSION MEETING DUE TO NOTICE REQUIREMENTS.



5148

14242

8098

1949

1950

5366

5361

11823

5367

6765

7663

6519

2.9ac
10053
1,258.9'

2297

1623

5793

11823

281

5th St

5th St

4th St

Elm St

Hackberry St

Main St

r=200.2'

Other Items required Per UDC:

Zoning District – 5

Map of Location and diagram – See Site Plan

Proposed Signage – 1 sign redirecting parking to Elm st off of 4th and Sign on Food Trailer.

Parking Plan – See Above

Access to Roads/Driveways – See Site Plan

No other variances required

Utility locations – See Site Plan

Bathroom Access – See Site Plan

Proposed Hours of operation – Friday – Monday 11am - 6pm

Solid Waste Disposal – See Site Plan

Name of mobile Food Vendor - Shrimpies, Inc

Additional information as required – See comments regarding TXDOT, Parking Site Plan electronically drawn to scale, Food manager Certification Examination

Sales Tax Cert – See Tax Registration Summary

Sales Tax Report form by the City

OLD BUSINESS

ITEM #2

OLD BUSINESS

ITEM #3



Consideration, Discussion and Take Action on Approval of Contract between the City of Blanco and TextMyGov in the Amount of \$4,800.00

LAURIE CASSIDY, CITY SECRETARY

NOVEMBER 8, 2022

BLANCO CITY COUNCIL MEETING

1

TextMyGov

Take Your Communication Service To The Next Level!

TextMyGov helps municipalities meet high-volume demands, and save time while improving citizen communication.



Simplify Communication

Provide fast assistance through one-word messages

TextMyGov uses smart texting technology to communicate with citizens 24/7. Local government agencies can answer questions, send things to their website, and provide details on garbage pickup, utility payment, city news, events, office hours, department locations and more.

Increase Engagement

Enable on-the-go reporting text flows.

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report code violations, public works issues like potholes, sign down, drainage problems, and reporting street work, and more. Agencies can engage citizens, alert a jurisdiction, and ask specific questions regarding location, address, street name and more.

Boost Website Traffic

Direct users to web pages via text.



2

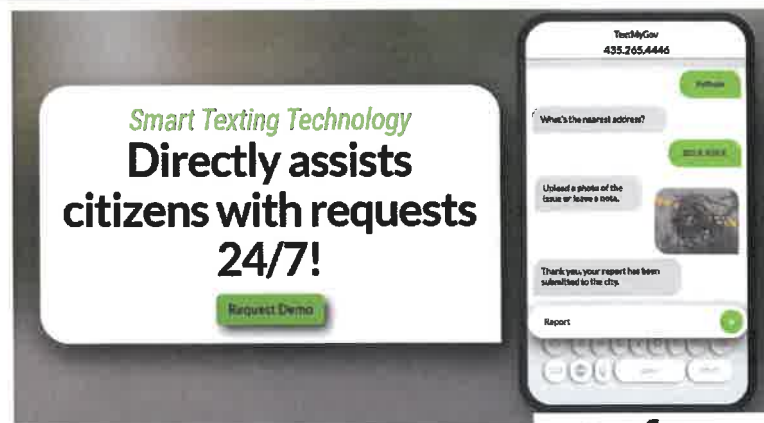
Introduction

- TextMyGov was developed to open lines of communication with local government agencies and citizens.
- The system works 24 hours a day and easily connects the City website to customer's smartphone and/or other communication methods.
- Citizens can easily report issues to any department, such as potholes, water leak, tall grass, junk cars. The issues reporting function can be customized for each department and their most commonly reported items.



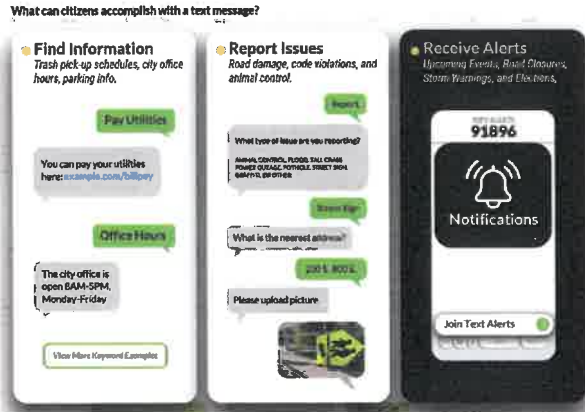
3

Example #1



4

Example #2



5

Example #3



6

Recommendation & Fiscal Impact

Fiscal Impact: \$4,800 First Year (this includes a \$1,600 implementation/setup fee) one time charge. \$3,200 annually. This is a two-year contract.

Recommendation: Recommend Council consider the proposal as this service would be very beneficial to assisting with better communications and customer service between the City and all Blanco residents and customers.



7



Consideration, Discussion and Take Action on Approval of Contract between the City of Blanco and TextMyGov in the Amount of \$4,800.00

LAURIE CASSIDY, CITY SECRETARY

NOVEMBER 8, 2022

BLANCO CITY COUNCIL MEETING

8

TextMyGov

The Simplest Way To Communicate With Citizens

Make it easy for citizens to:

Find Information

Citizens can easily find information and get their questions answered by texting in keywords.

Smart texting answers questions instantly with an automatic response 24/7.

Q/A Keyword Texting Examples:

Office Hours, Contact, Park Reservations, Pay Utilities

Report Issues

Citizens can text in keywords to report issues on the go.

Smart texting guides the user through the process, gaining intel on type of issue, address, detail, and even allows citizens to upload a picture of it. Once the issue is reported, it is sent to the correct department for review.

Reporting Keyword Texting Examples:

Safety Issue, Pothole, Animal Control

Receive Alerts

Citizens can opt-in to receive alerts, news, and events directly to their phone.

Mass Texting Examples:

Road Closures, Community Celebrations, Council Updates



Try It Out

Text **Hi** to 435.265.4446

Contact Us

Call 435.787.7222 , or Text **Demo** to 435.265.4446

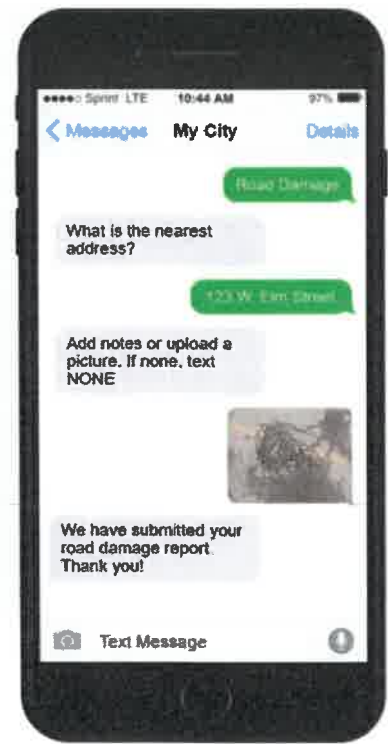
Visit the website

textmygov.com

View terms and privacy policy info at: textmygov.com/opt-in-terms-conditions.
Msg & Data rates apply. Msg frequency varies. Text STOP at any time to opt-out. Text HELP for contact info



TextMyGov
 P.O. Box 3784
 Logan, Utah 84323
 435-787-7222



Partnership Proposal

Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency’s website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted* by users.

TextMyGov Solutions: Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an initial TERM of two years. The agreement is set to automatically renew after the initial TERM. Support and services fees may increase in subsequent years, but will increase no more than 5% per year. See below for the package price and other details:

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:
 City of Blanco
 300 Pecan Street
 Blanco, TX 78606

Prepared by:
 TextMyGov
 P.O. Box 3784
 Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: <ul style="list-style-type: none"> • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 10 GB Managed online data storage • 25,000 Text Messages per year 	\$ 3,200	Annual
Implementation/Setup Fee	\$1,600	One Time
Total (First Year):	\$4,800	First Year
Total (Ongoing):	\$3,200	Annual

Notes:

1. This is a two-year contract. After the initial two years, the contract can be canceled by providing 60-day written notice.
2. After the initial two-year contract, the agreement will revert to a year to year.
3. Customer is required to put Text My Gov widget on the Agencies Web Home page.
4. This agreement and pricing were provided at the customer's request and are good for 30 days.
5. Customer is required to provide copy of W-9

Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- https://textmygov.com/enhanced-media-care/	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual

Agreement Confirmation

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Widget Contact

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

(This person is responsible for placing the TextMyGov widget (see options - [Widget](#) | [TextMyGov Support](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time).

Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9 or Tax Exemption form.)

Agreement Signature

Name:

Title:

Date:

Signature:

Twilio Contact Authorization

Twilio Authorized Contacts

Employee Name (1):

Email:

Business Title:

Job Position:

Phone Number:

Employee Name (2):

Email:

Business Title:

Job Position:

Phone Number:

I confirm that my nominated authorized representatives agree to be contacted by Twilio.

NEW BUSINESS

ITEM #1

New Business, Item #1

With a single vacancy, council has three options:

1. Council may promptly appoint a replacement by majority vote of remaining council members present at a meeting where such action occurs. Please note the appointed post is then subject to election at next regular city election (not the full remaining term). The mayor does not vote in the appointment unless there is a tie;
2. Council may order a special election; or
3. Council may allow Council Member Divine to remain in office as a holdover (even if she continues to be absent at future meetings), until either: a) the next regular election for the relevant council post by expiration of her term; or b) council appoints a replacement per item 1) above at a later date (again, the appointee serves until the next regular city election).

NEW BUSINESS

ITEM #2

CITY OF BLANCO

**ORDINANCE NO: 2022-O-012
ADOPTED DECEMBER 13, 2022
AMENDMENT TO UDC CHAPTERS 1-8**

AN ORDINANCE AMENDING UDC CHAPTERS 1-8: GENERAL PROVISIONS; REVIEW AUTHORITY; APPLICATIONS AND PROCEDURES; ZONING DISTRICTS AND USE REGULATIONS; SUBDIVISION AND LAND DEVELOPMENT; INFRASTRUCTURE AND PUBLIC IMPROVEMENTS; TRANSPORTATION INFRASTRUCTURE; COMPLIANCE AND ENFORCEMENT; AND PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS,** the City of Blanco (“City”), Texas, is a Type A general-law municipality located in Blanco County, Texas, was created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and
- WHEREAS,** the City Council desires to update its Unified Code of Ordinances (“UDC”) to meet the changing conditions in the City and to more accurately and efficiently serve its citizens; and
- WHEREAS,** the City Council has conducted one (1) public hearing, at which the City Council received public briefings from City staff (where necessary), heard reports from City consultants when required, and was provided feedback from interested citizens; and
- WHEREAS,** upon consideration of all of the information presented, the City Council finds that this Ordinance is necessary in order to promote a safe, organized, and efficient government for the citizens the City of Blanco; and
- WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS,** the City having received the recommendation of the Planning and Zoning Commission, now desires to amend the UDC.

NOW, THEREFORE, BE IT AND IT HEREBY IS ORDAINED by the City of Blanco, Texas that this Ordinance be and hereby is adopted:

1. Findings of Fact

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. Amendment

The City of Blanco Code of Ordinances is hereby amended to read as Attachment “A” of this Ordinance.

3. Repealer

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters provided, herein.

4. Severability

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. Codification

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. Effective Date

This ordinance shall be effective immediately upon passage and publication.

7. Proper Notice & Meeting

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the _____ day of December 2022, by a vote of _____ ayes, _____nays, _____ abstentions of the City Council of the City of Blanco, Texas.

Rachel Lumpee, Mayor

Attest:

Laurie Cassidy, City Secretary



Laurie Cassidy <citysec@cityofblancotx.gov>

UDC items needed for review

Brandon Carlson <brandon.wayne.carlson@gmail.com>

Sat, Nov 26, 2022 at 10:15 AM

To: Warren Escovy <cityadmin@cityofblancotx.gov>

Cc: lynn.devincenzo@hancockwhitney.com, Tim Tuggey <tnt@timtuggeylaw.com>, Laurie Cassidy <citysec@cityofblancotx.gov>

Good morning,

Here are the updates we are requesting to be on the agenda to vote on.

Music Chapter 4.6 (10) Food and Drink change to "Outdoor live music is allowed in accordance to state law at 85 decimials, between the hours of 11 AM and 10 PM"

Plats – section 1.13 definitions add "all plats submitted for review and approval must include a Title Report to include: ownership, liens, restrictions, easements, and effective date.

Parkland Dedication – change to 1.6 acres per 100 homes and to \$1,000 fee in lieu.

Definitions: add definition for Code/Community officer and City Administration to define.

Shipping Containers: fix current UDC to clarify shipping containers are not in other zones, or uses but remain allowed industrial zones only, until further discussions/approvals are considered. City Administration to define.

Thank you,

Brandon Carlson
General Manager | Redbud Cafe

M: 512-636-1693

E: brandon@redbudcafetx.com

410 4th St.

Blanco, Tx 78606

[Quoted text hidden]

NEW BUSINESS

ITEM #3

ORDINANCE 2022-O-13

ORDINANCE AMENDING UNIFIED DEVELOPMENT CODE

AN ORDINANCE AMENDING SECTION 3.6 (SUBDIVISIONS. RELATED APPLICATIONS) AND SECTION 6.4 (PARKLAND AND OPEN SPACE) OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BLANCO; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

WHEREAS the City Council of the City of Blanco (the "City") wishes to provide for the public welfare and orderly and consistent development standards within the City;

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

SECTION 1. FINDINGS OF FACT.

That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. AMENDMENTS TO SECTION 3.6 (SUBDIVISIONS. RELATED APPLICATIONS) AND SECTION 6.4 (PARKLAND AND OPEN SPACE) OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BLANCO CODE OF ORDINANCES, CHAPTER 9A.

Chapter 9A, Section 3.6. Subdivisions. Related Applications, at (1)(a), is amended to add the following provision:

"iv. All plats submitted for review and approval shall include a title report, which shall include, at minimum, a description of current ownership; existing liens, restrictions and easements; and the effective date of such report."; and

Chapter 9A, Section 6.4. Parkland and Open Space, is amended:

- 1) at (3)(b), delete the following language: "in an amount equal to one-half (1/2) of an acre for every fifty (50) new single-family dwelling units"; and replace such language with the following: "in an amount equal to one and six-tenths (1.6) acres for every one hundred (100) new single-family dwelling units."; and
- 2) at (3)(c)iv, delete the following language:
"such fee shall be equal to the fair market value of the lands that the City would require to be set aside and dedicated to a park or open space"; and replace such language with the following: "such fee shall be equal to \$1,000 per single-family or multifamily dwelling unit within the subdivision, in excess of ten (10) such units."

SECTION 3. EFFECTIVE DATE

This ordinance is effective immediately. The City Administrator shall, within 10 days after such effective date, cause the publication of notice of adoption on the City's website, the local newspaper of general circulation, and by such other and further means necessary to provide notice to the public.

SECTION 4. SEVERABILITY

If any provision of this ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or in part, except if the part held or adjudged invalid or unconstitutional.

SECTION 5. REPEALER

Upon adoption, the provisions of this ordinance repeal any inconsistent existing provisions of other City ordinances.

APPROVED AND ADOPTED BY CITY COUNCIL, CITY OF BLANCO, ON THE ___ DAY OF _____ 2022.

CITY OF BLANCO

Mayor

ATTEST:

City Secretary

NEW BUSINESS

ITEM #4

Council.

3. Any person who witnesses, or who a report is made of discrimination or harassment shall take immediate steps to stop the action. Failure to take immediate action to stop and report the incident may lead to discipline for the witness and/or supervisor, up to and including termination.
 4. Confidentiality of the report will be maintained as much as possible. However, absolute confidentiality cannot be promised as the report may be disclosed to people who need the information to investigate, or to take corrective actions, or both, and as required by law.
 5. After an incident described by this section has been reported, the Human Resource Director, or a third party appointed by the Mayor and City Council if involving the City Administrator, will conduct an investigation. If it is determined that allegation of discrimination or harassment prohibited is substantiated, the City will take prompt corrective action to END the harassment or discrimination and discipline the harasser.
 6. An Employee who is found to have engaged in conduct in violation of this section is subject to appropriate disciplinary action, including termination.
- I. Retaliation Prohibited: A report of a violation of this section that is made in good faith will in no way be held against an Employee. The City will not tolerate retaliation of any kind and in any manner. This protection extends not only to the person reporting a violation of this section, but also to those who serve as witnesses in investigations conducted under this section or participate in a report or investigation.

1.17 Smoking

- New*
- A. Smoking, using any tobacco product, and vaping is expressly prohibited within City facilities. Smoking, using any tobacco product, and vaping are only permitted in designated exterior areas of City facilities. The City of Blanco does not permit the use of any tobacco products or vaping inside City vehicles or inside City facilities. No City Employee will be allowed to smoke/vape in view of the public.
 - B. All Department Directors shall designate authorized smoking areas away from the view of the public and outside of a City facility. If an employee is caught smoking or using any tobacco product, marijuana, or other plant product or any lighted or burning pipe, cigar, cigarette of any kind or smoking equipment or device, in a prohibited building, structure or vehicle, or in the view of the public while on-duty, they will be subject to disciplinary action, up to and including termination.

1.18 Searches

The City reserves the right to make general or random searches of all City property such as desks, closets, computers, tablets, phones, City social media accounts and City vehicles without consent of the Employee. The use of privately owned padlocks or other locking mechanisms for City property is prohibited and such locking mechanisms will be removed.

1. Any Employee that is subject to, is a witness to, or becomes aware of any conduct that might be considered a violation of the protections of this Section must report the conduct immediately to the Employee's Department Director or Supervisor, who shall immediately report the incident to the Human Resource Director and City Administrator. Failure to do so will result in disciplinary action.
 2. If the Department Director or Supervisor is involved in the alleged conduct, the Employee should report the conduct to the Human Resource Director. If the alleged conduct involves both the City Administrator and the Department Director, the Employee should file a written report to the Mayor, to be then submitted to the City Council.
 3. Any person who witnesses, or who a report is made of discrimination or harassment shall take immediate steps to stop the action. Failure to take immediate action to stop and report the incident may lead to discipline for the witness and/or supervisor, up to and including termination.
 4. Confidentiality of the report will be maintained as much as possible. However, absolute confidentiality cannot be promised as the report may be disclosed to persons who need the information to investigate, or to take corrective actions, or both, and as required by law.
 5. After an incident described by this section has been reported, the Human Resource Director, or a third party appointed by the Mayor and City Council if involving the City Administrator, will conduct an investigation. If it is determined that allegation of discrimination or harassment prohibited is substantiated, the City will take prompt corrective action to END the harassment or discrimination and discipline the harasser.
 6. An Employee who is found to have engaged in conduct in violation of this section is subject to appropriate disciplinary action, including termination.
- I. Retaliation Prohibited: A report of a violation of this section that is made in good faith will in no way be held against an Employee. The City will not tolerate retaliation of any kind and in any manner. This protection extends not only to the person reporting a violation of this section, but also to those who serve as witnesses in investigations conducted under this section or participate in a report or investigation.

1.17 Smoking

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 - B. All Department Directors shall designate authorized smoking areas away from the view of the public and outside of a City facility. If an employee is caught smoking or

posted in common areas.

2. **Internal Only-** Applications will be accepted only from internal candidates. Job postings are emailed to all City Employees and posted in common areas.

E. Job Postings

1. The Human Resource Director will work with the Department Director to develop job postings to describe the particular requirements for vacant positions. The job posting will reference the minimum requirements and essential job functions for the position, as this will provide the basis on which applicant qualifications will be evaluated.
2. The Human Resource Director shall post notice of the job opening internally and/or externally for a period of fourteen (14) days. At the City Administrator's discretion, and for good cause, the City Administrator may waive this time period, but in no instance shall it be posted internally for a period of less than five (5) days.
3. If the City Administrator and/or the Department Director are not satisfied that there is a sufficient quantity or quality of qualified people from the application pool, he/she may reopen the position.

- F. The Human Resource Director and/or Department Director shall review the applications and schedule interviews for those candidates selected for further consideration. Consideration must be given to all applications received, however, interviews need not to be provided to all applicants.

G. Reference Checks

All efforts shall be made to determine the applicant's past work history. The best reference is someone who is in a position to evaluate the applicant's work performance. Personal references should be avoided unless they are the only references available.

The Human Resource Director shall conduct reference checks prior to communicating a conditional offer of employment to a candidate. If an internal candidate is being considered, reference checks must include at least one person from the current chain of command.

New

1. All new Hires will be required to take a drug test/physical pertaining to the position they are being considered for.

H. Selection

1. The first step in the selection process is the submission of an application. The application will determine if the prospective employee fulfills minimum requirements of education, training, certifications, and experience for the posted vacancy. Minimum requirements are those listed in the job description at the time of the vacancy announcement and cannot be waived. If the City Administrator determines that there are an inadequate number of candidates to assure that the best interests of the citizens are served, he/she may waive this requirement.

Personal reference should be avoided unless they are the only references available.

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The Human Resource Director shall conduct reference checks prior to communicating a conditional offer of employment to a candidate. If an internal candidate is being considered, reference checks must include at least one person from the current chain of command.

H. Selection

1. The first step in the selection process is the submission of an application. The application will determine if the prospective employee fulfills minimum requirements of education, training, certifications and experience for the posted vacancy. Minimum requirements are those listed in the job description at the time of the vacancy announcement and cannot be waived. If the City Administrator determines that there are an inadequate number of candidates to assure that the best interests of the citizens are served, he/she may waive this requirement.
2. Police Officers will follow Police Policy 201 regarding Selection.
3. Applications will be received and reviewed by the Human Resource Director for completeness. Each application will be evaluated by the applicable Department Director to determine the most qualified applicants.
4. A minimum of three (3) of the most qualified applicants will be chosen by the Department Director for further screening.
5. If a job opening occurs within six months of the job initially being filled, the Department Director, with concurrence from the City Administrator has the option to review and select applications received from the initially advertised opening.
6. For the purposes of this section, a volunteer employee will be eligible for consideration of employment during the internal City posting period.
7. The Department Director will be responsible for selecting from among the referred candidates to fill vacancies. Selection(s) must be defensible and documented to the City Administrator for final approval.
8. The Human Resource Director is responsible for sending letters or emails to applicants, regardless of whether or not they were interviewed, notifying unsuccessful applicants that another candidate was selected.

I. Examinations

1. All examinations for employment used by the City shall be valid. In most cases an independent third party will be used for appropriate job recruitment examinations and be reliable as determined by the City Administrator, in accordance with federal, state, and local statutes.

investigation is completed on each police applicant as required by State law. Background investigations are completed internally by a City approved background investigator and maintained in accordance with department protocol and state law.

2. Applicants that are considered for a position that requires the operation of a City vehicle must possess a valid Texas Driver's License. The applicant will have a Driver's License Verification and History Check before a final offer for employment will be made.
3. Once all pre-employment activities are successfully completed, the Department Director will contact the City Administrator for approval to proceed with the applicant. The Department Director will confirm the job offer with the applicant.

M. Probationary Periods

The probationary period is the final employment examination. The following policies will be in effect for new hires and regular employees on probationary status:

1. New Hires

- a. All newly hired employees will be on a six (6) month probationary period. If an employee's employment with the City is terminated for whatever reason prior to the completion of their probationary period, they will not be entitled to be compensated for accrued personal leave.
- b. To successfully complete a probationary period, an employee must perform the functions outlined in their assigned job description to standard. The new employee may be dismissed without appeal, except on grounds of discrimination, while on probationary status.
- c. Employees on probation will be evaluated at three (3) months of employment for job retention. At the end of the three (3) month period, the employee will receive an evaluation, which shall include any issues, or concerns that might keep the employee from completing probation. This evaluation shall be in writing and shall be signed by the employee and Department Director. After six (6) of satisfactory performance, the employee will convert to regular status unless the Department Director or City Administrator extends their probation. For Police Officers please see police policy.
- d. At any time during the probationary period an Employee may be dismissed without further recourse by the City Administrator. Even after completing the probationary period, an Employee's employment with the City remains at-will in nature.

2. Employees on Probationary Status

- a. All regular employees on probationary status in a new position will be on six (6) months' probation for that new position.

New

the same pool of applicants or reopen the position for recruitment.

4. Drug testing will only be administered as allowed by Federal and State law.

L. Background Investigations

1. Background investigations will be done in accordance with the requirements for filling the vacant position.
 - a. **Background Check- Non-public Safety:** The Human Resource Director shall conduct a background check on each applicant for employment based on the essential functions of the job. An applicant may not be disqualified from hire merely by having a criminal conviction. The nature of the offense, how much time has passed, and the job the applicant has applied for will be taken into consideration. Background information shall remain confidential as required by law.
 - b. **Background Check- Public Safety:** A thorough and comprehensive background investigation is completed on each police applicant as required by State law. Background investigations are completed internally by a City approved background investigator and maintained in accordance with department protocol and state law.
2. Applicants that are considered for a position that requires the operation of a City vehicle must possess a valid Texas Driver's License. The applicant will have a Driver's License Verification and History Check before a final offer for employment will be made.
3. Once all pre-employment activities are successfully completed, the Department Director will contact the City Administrator for approval to proceed with the applicant. The Department Director will confirm the job offer with the applicant.

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The probationary period is the final employment examination. The following policies will be in effect for new hires and regular employees on probationary status:

1. New Hires

- a. All newly hired employees will be on a twelve (12) month probationary period. If an employee's employment with the City is terminated for whatever reason prior to the completion of their probationary period, they will not be entitled to be compensated for accrued personal leave.
- b. To successfully complete a probationary period, an employee must perform the functions outlined in their assigned job description to standard. The new employee may be dismissed without appeal, except on grounds of discrimination, while on probationary status.

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- c. Employees on probation will be evaluated at six (6) and twelve (12) months of employment for job retention. At the end of the six (6) month period, the employee will receive an evaluation, which shall include any issues, or concerns that might keep the employee from completing probation. This evaluation shall be in writing and shall be signed by the employee and Department Director. After twelve (12) months of satisfactory performance, the employee will convert to regular status unless the Department Director or City Administrator extends their probation.
- d. At any time during the probationary period an Employee may be dismissed without further recourse by the City Administrator. Even after completing the probationary period, an Employee's employment with the City remains at-will in nature.

2. Employees on Probationary Status

- a. All regular employees on probationary status in a new position will be on twelve (12) months' probation for that new position.
- b. All regular employees will be evaluated in the same manner as new hires: at six (6) and twelve (12) months of work at the new position for retention. To successfully complete the probationary period, the regular employee must perform the functions outlined in their job description to standard.
- c. At the discretion of the City Manager, the employee may be returned to the same or a similar position previously held with the City if they do not satisfactorily complete the probationary period, but only if a similar position is still available. If a similar position is not available, the employee may be terminated.
- d. A regular employee on probation for a new position may also have their probation extended by the Department Director or City Administrator.
- e. Regular employees placed on probation for disciplinary or job performance purposes will not be allowed to use benefits, personal leave, sick leave, annual leave, etc.) within the first 30-days. This is a time for corrective and improvement purposes and the employee needs to be present in order for these corrective actions to take place. Use of leave during this time period will result in an extension of the probation for a like amount of time.

2.03 Minimum Age Requirements

Age limits are imposed for certain positions based on a bona fide occupation qualification or statutory requirement. The City will comply with all specific State laws or any federally imposed age requirements. No person under the age of eighteen (18) will be employed in any position in the City.

2.04 Nepotism (Employment of Relatives)

A. Family Member

communication systems for use by City employees in the performance of their job duties. These communications devices are referred to collectively in the policy as “electronic communication systems” or “systems.” These electronic communication systems are designed to support and enhance the communication, research and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City’s electronic communication systems. This policy applies to all City employees, volunteers and other affiliates who use the City’s electronic communication systems. The City’s electronic communication systems access must be used in a professional, responsible, efficient, ethical, and legal manner.

- C. Acceptable uses of the City’s electronic communication system are limited to those activities that support reference, research, internal/external communication and conducting City business in line with the user’s job responsibilities. Network users are encouraged to develop uses which meet their individual needs, and which take advantage of the City internal network function. The City prohibits connection to sites or forwarding of information that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material. Users must understand that use of any City-provided, publicly accessible computer network such as the internet, instant messaging and email is a privilege which can be revoked at any time for violations of this policy.
- D. No Employee or volunteer should have any expectation of privacy or confidentiality when using any City resource, including the City's public and private networks. The City reserves the right to access, intercept, monitor, and review all information accessed, posted, sent, stored, printed, or received through the City's communications systems or equipment at any time.
- E. All City Employees are required to use their city-issued email accounts to conduct City business. Employees are prohibited from using their personal email accounts to conduct City business. When corresponding about City business via email, all City personnel must include the City's standardized email stationery, City Logo, and signature within the emailed message. If an Employee receives a city email at a private email address, the Employee should immediately forward the email to the Employee's City email address for storage.
- F. Personal passwords are not an assurance of confidentiality. To ensure proper use of its electronic communication systems, the City will monitor their use. Management staff has the ability and will with or without advance notice, monitor and view usage. This includes but is not limited to employee email, voice mail, instant messages, text messages, information and material transmitted received or stored using City systems and user internet access and usage pattern. This is to ensure that the City’s Internet resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy.
- G. The person in whose name the City provided Internet, email, or other electronic communication system accounts are issued is responsible at all times for its proper use, regardless of the user’s location. Exchanges that occur in the course of conducting City

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revoked at any time for violations of this policy.

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- D. No Employee or volunteer should have any expectation of privacy or confidentiality when using any City resource, including the City's public and private networks. The City reserves the right to access, intercept, monitor, and review all information accessed, posted, sent, stored, printed, or received through the City's communications systems or equipment at any time.
 - E. All City Employees are required to use their city-issued email accounts to conduct City business. Employees are prohibited from using their personal email accounts to conduct City business. When corresponding about City business via email, all City personnel must include the City's standardized email stationery and signature within the emailed message. If an Employee receives a city email at a private email address, the Employee should immediately forward the email to the Employee's City email address for storage.
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 - G. The person in whose name the City provided Internet, email, or other electronic communication system accounts are issued is responsible at all times for its proper use, regardless of the user's location. Exchanges that occur in the course of conducting City business on the City's electronic communications systems will be considered communications of the City and held to the same standards as formal letters.
 - H. Any software or other material, including music, downloaded into a city computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material.
 - I. -City Official-or Employee may:
 - 1. Download any software or program onto City computers without the express written authorization of the City Administrator.
 - 2. Use City computers or City-funded internet/email accounts:
 - a. In a manner that neglects the City Official or Employee's assigned duties or interferes in City operations;
 - b. To participate in on-line chat rooms, unless those chat rooms are sponsored by legitimate professional organizations relevant to municipal government, and such participation is approved in advance by the City Administrator;

business on the City's electronic communications systems will be considered communications of the City and held to the same standards as formal letters.

H. Any software or other material, including music, downloaded into a city computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material.

I. No City Official-or Employee may:

1. Download any software or program onto City computers without the express written authorization of the City Administrator.
2. Use City computers or City-funded internet/email accounts:
 - a. In a manner that neglects the City Official or Employee's assigned duties or interferes in City operations;
 - b. To participate in on-line chat rooms, unless those chat rooms are sponsored by legitimate professional organizations relevant to municipal government, and such participation is approved in advance by the City Administrator;
 - c. To invite an Employee on a date or make sexual propositions of Employees; to harass or otherwise interfere with a City Employee. This prohibition includes but is not limited to harassment stemming from an Employee's race, ethnicity, color, gender, age, or marital status;
 - d. To send or distribute off-color jokes, articles or stories that are lewd, and a reasonable person would find them to be offensive;
 - e. To send or distribute worms or viruses;
 - f. To send threatening messages to any other person or institution;
 - g. Use City computers or City-funded internet/email accounts to view, download, or distribute pornographic material, including obscene images or text;
 - h. To disclose, release or otherwise transmit confidential or privileged information belonging to the City without the express permission of the City Administrator and/or the Mayor;
 - i. To store personal information (i.e., that information not directly related to City business). City Officials and Employees shall regularly remove any personal data (i.e., that which is not prepared for or by the City for conducting City business) from City computers and internet/email accounts;
 - j. To delete or remove programs installed by the City or delete data prepared by or for the City that is related to City business;
 - k. To operate a private business, do work for another employer, or conduct political

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- c. To invite an Employee on a date or make sexual propositions of Employees; to harass or otherwise interfere with a City Employee. This prohibition includes but is not limited to harassment stemming from an Employee's race, ethnicity, color, gender, age, or marital status;
- d. To send or distribute off-color jokes, articles or stories that are lewd, and a reasonable person would find them to be offensive;
- e. To send or distribute worms or viruses;
- f. To send threatening messages to any other person or institution;
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- h. To disclose, release or otherwise transmit confidential or privileged information belonging to the City without the express permission of the City Administrator;
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- j. To delete or remove programs installed by the City or delete data prepared by or for the City that is related to City business;
- k. To operate a private business, do work for another employer, or conduct political campaigns. This prohibition does not apply to the preparation and generation of election notices and related documents required by law; and
- l. To violate another person's privacy, perform an illicit act, or commit a crime.

3.07 Social Media Policy

- A. This Policy addresses the responsibility of **all** Employees with regard to their personal use of social media. This policy also outlines the protocol and procedure for Employee and volunteer use of social media to disseminate public information and/or promote special events, programs, and services on the behalf of the City of Blanco.
- B. An employee's use of social media, both on and off duty, must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees and citizens through electronic media, including, but not limited to online forums, instant messaging,

his/her discretion the double fill is necessary to meet the obligations of the Department.

- D. Salaries, which are outside of the salary range, will require approval of the City Administrator and City Council confirmation.
- E. Job descriptions for regular positions are created by the Department Directors through the Human Resource Director and are statements of general duties, responsibilities, and job requirements of the various positions within the City.
- F. Job descriptions will be updated by the Department Director on a regular or on an as needed basis. Updated descriptions will be submitted to the City Administrator for final approval.

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4.02 Salary Administration

All Employees serve an initial six (6) month probationary period, which at the City's discretion, may be extended for a period not to exceed (12) months. Termination of employment during this probationary period is final with no appeal.

A. Probationary Employment

1. Each new Employee is placed into a probationary status until the Employee completes the probationary period. The probationary period allows the Supervisor or Department Director an opportunity to evaluate, train, coach, and observe the Employee's ability to perform assigned duties.
2. Throughout the probationary period, the Supervisor shall communicate and document the provisional Employee's progress in his/her performance. If the Employee's performance meets expected levels, they complete their probation after twelve (12) months, subject to review and approval of the City Administrator.
3. If the Employee's performance during the probationary period is less than satisfactory, the probationary period may, at the discretion of the City Administrator on recommendation of the Supervisor and the Department Director, be extended up to six (6) additional months.
4. At any time during the probationary period an Employee may be dismissed without further recourse by the City Administrator. Even after completing the probationary period, an Employee's employment with the City remains at-will in nature.

B. Full-Time Employee

A full-time Employee is defined as an Employee who works an average of forty (40) hours a week or two thousand-eighty (2,080) hours annually. Such Employees are eligible for all City benefits. Full-time Employees are further classified in one of the following categories:

1. Exempt Employees: Certain Employees, due to their position, title and

unit, which would conflict with the proper performance of the Employee's duties or responsibilities.

- G. City employees and their families are prohibited from accepting gifts, gratuities, favors, entertainment, loans, or anything else of monetary value arising out of their duties as City employees, from any person who has or will obtain contractual or other business with the City, as well as those who conduct operations that are regulated by the City.
- H. Exceptions to this policy are awards presented for meritorious public contributions or achievements given through charitable, religious, professional, or non-profit social or recreational organizations.
- I. A token gift exceeding the amount of \$50 in value presented as a sincere thank you for services rendered will become the property of the Department or City as a whole. Department Directors will be held accountable to the City Administrator to ensure that this policy is strictly enforced.

SECTION 4: SALARY ADMINISTRATION

The City of Blanco's compensation policies have been designed to provide guidelines for ensuring fair and equitable practices and to maintain compliance with the Fair Labor Standards Act (FLSA). The City Administrator, with the approval of City Council, will establish a Personnel Pay Plan that outlines compensation by salary ranges. The pay plan will be established in accordance with budgeted funds and established annually by the City Council through the annual budget adoption process.

4.01 Pay System & Job Classifications

- A. Regular full-time and part-time City positions are classified according to the duties, responsibilities and requirements of the job. Each job is assigned a salary schedule designation.
- B. The City Administrator may appoint a person to a non-budgeted position on a temporary basis not to exceed ninety (90) days pending approval of a budgeted position by the City Council.
- C. The City Administrator may also appoint a person to double fill a budgeted position if at his/her discretion the double fill is necessary to meet the obligations of the Department.
- D. Salaries, which are outside of the salary range, will require approval of the City Administrator and City Council confirmation.
- E. Job descriptions for regular positions are created by the Department Directors through the City Administrator and are statements of general duties, responsibilities and job requirements of the various positions within the City.
- F. Job descriptions will be updated by the Department Director on a regular or on an as

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needed basis. Updated descriptions will be submitted to the City Administrator for final approval.

4.02 Salary Administration

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All Employees serve an initial twelve (12) month probationary period, which at the City's discretion, may be extended for a period not to exceed eighteen (18) months. Termination of employment during this probationary period is final with no appeal.

A. Probationary Employment

1. Each new Employee is placed into a probationary status until the Employee completes the probationary period. The probationary period allows the Supervisor or Department Director an opportunity to evaluate, train, coach, and observe the Employee's ability to perform assigned duties.
2. Throughout the probationary period, the Supervisor shall communicate and document the provisional Employee's progress in his/her performance. If the Employee's performance meets expected levels, they complete their probation after twelve (12) months, subject to review and approval of the City Administrator.
3. If the Employee's performance during the probationary period is less than satisfactory, the probationary period may, at the discretion of the City Administrator on recommendation of the Supervisor and the Department Director, be extended up to six (6) additional months.
4. At any time during the probationary period an Employee may be dismissed without further recourse by the City Administrator. Even after completing the probationary period, an Employee's employment with the City remains at-will in nature.

B. Full-Time Employee

A full-time Employee is defined as an Employee who works an average of forty (40) hours a week or two thousand-eighty (2,080) hours annually. Such Employees are eligible for all City benefits. Full-time Employees are further classified in one of the following categories:

1. **Exempt Employees:** Certain Employees, due to their position title and responsibilities, are exempt from the minimum wage and overtime provisions of the FLSA. Exempt Employees primarily include those individuals occupying a bona fide executive, administrative, and/or professional position under the FLSA. All positions are evaluated to ensure accurate classifications and may be re-evaluated as necessary to ensure the position is classified appropriately.

in overtime pay being accrued.

4.07 Step-Up Pay, Certification and License Pays

A. Step-Up Pay

1. When an Employee is temporarily (more than two (2) weeks) assigned their duties and responsibilities of a higher classification, that Employee may receive additional compensation if the assignment exceeds fourteen (14) working days.
2. The rate of pay will be determined by the City Administrator and shall not exceed the range or position the Employee is assuming.

B. Certification and License Pay

1. It is the policy of the City of Blanco to encourage its Employees to participate in advanced training. Levels of training and certification for that training should be recognized. To properly compensate those Employees who achieve required levels of certification and/or licenses, an employee may request certification or license pay from their supervisor who will present the issue to the City Administrator for review.
2. It is the Employee's responsibility to notify their supervisor and provide documentation when they obtain a higher certification or education level, or if the certification or assignment pay no longer applies to their position. The Supervisor will then notify the City Administrator.
3. *New* Employees will receive an Education increase upon reaching their educational goal.

4.08 Travel Time

- A. Commute Time:** Travel time at the beginning or end of the workday is not compensable. Generally, an Employee is not at work until they reach the work site. This includes travel to offsite locations where the Employee may have a temporary assigned workplace. However, if a non-exempt Employee is required to report to work to pick up materials, equipment, or other Employees, or to receive instructions prior to traveling to the worksite, then the time from the worksite to the final destination is compensable.
- B. Overnight Travel:** When overnight travel is required by the City, time for the travel shall be reimbursed as required by the Fair Labor Standards Act. Travel time during the regular workday necessitated by job duties shall be compensated. If an Employee has a question regarding how travel time will be compensated, the Employee should consult the City Administrator before travel.
- C. Per Diem, Expenses for Travel:** An Employee who is required to travel outside the City limits on City business in the Employee's own vehicle shall be reimbursed for mileage at the IRS reimbursement rate. Lodging or air travel, if needed, shall be approved by the City Administrator in advance of the trip. Costs for meal expenses and incidentals shall be paid based on receipts submitted but should in no case exceed the IRS per diem rate for United

2. When a call out runs into the normal workday, a non-exempt Employee's pay would change to straight time. "Call-Out" hours are considered hours worked and can result in overtime pay being accrued.

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1. When an Employee is temporarily (more than two (2) weeks) assigned their duties and responsibilities of a higher classification, that Employee may receive additional compensation if the assignment exceeds fourteen (14) working days.
2. The rate of pay will be determined by the City Administrator and shall not exceed the range or position the Employee is assuming.

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1. It is the policy of the City of Blanco to encourage its Employees to participate in advanced training. Levels of training and certification for that training should be recognized. To properly compensate those Employees who achieve required levels of certification and/or licenses, an employee may request certification or license pay from their supervisor who will present the issue to the City Administrator for review.
2. It is the Employee's responsibility to notify their supervisor and provide documentation when they obtain a higher certification or education level, or if the certification or assignment pay no longer applies to their position. The Supervisor will then notify the City Administrator.

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- A. **Commute Time:** Travel time at the beginning or end of the workday is not compensable. Generally, an Employee is not at work until they reach the work site. This includes travel to offsite locations where the Employee may have a temporary assigned workplace. However, if a non-exempt Employee is required to report to work to pick up materials, equipment, or other Employees, or to receive instructions prior to traveling to the worksite, then the time from the worksite to the final destination is compensable.
- B. **Overnight Travel:** When overnight travel is required by the City, time for the travel shall be reimbursed as required by the Fair Labor Standards Act. Travel time during the regular workday necessitated by job duties shall be compensated. If an Employee has a question regarding how travel time will be compensated, the Employee should consult the City Administrator before travel.

States travel unless written approval is sought and received from the City Administrator. All mileage numbers and receipts shall be submitted to the Finance Director within five (5) business days of the return of the Employee from travel. No expenses shall be reimbursed without a valid receipt. The use of airline miles shall not be reimbursed.

4.09 Employee Performance and Development System

- A. The performance evaluation is a measurement of an employee's work performance over a period of time. The performance evaluation is also a developmental tool that is used as a means for the Supervisor to communicate to the Employee essential job factors, skills, expectations, and at what level the Employee should be performing.
- B. *New* The City will evaluate Employees at least annually. Annual evaluations will be done between June – July of every year. This evaluation will include a discussion between the Employee and the Employee's immediate Supervisor to determine goals and evaluate progress toward better performance and personal development.
- C. Performance evaluation results are used in determining merit increases and promotions. An Employee's immediate Supervisor will complete written performance evaluations with final written approval by the City Administrator. Employees will sign and be given a copy of the evaluation prepared by their supervisor.
- D. Salary increases may be given to reward individual performance are subject to budgetary guidelines established by the City Council.
- E. All full-time and part-time Employees shall be evaluated based upon a performance plan, to include the City's guiding values, mandatory job factors, and/or leadership and other criteria developed by the Supervisor and the Employee. Employees hired during the last quarter of the fiscal year will not be eligible for a merit increase until the annual review the following year or completion of the probationary period, if appropriate.
- F. An Employee receiving a "Marginal" rating on their annual evaluation will not receive an adjustment to pay and will be placed on a Performance Improvement Plan and given ninety (90) days to improve.
- G. If at the end of the ninety (90) day period, the Employee's performance improves to "Proficient", the Employee will continue employment with the City and may be eligible to receive an adjustment from the date of the "Proficient" rating.
 - 1. The Employee's next evaluation will be on the next common review date and may be eligible for an adjustment based on performance for the entire previous twelve (12) months.
 - 2. Upon the re-evaluation, if performance is still rated as "Marginal" the Employee is subject to disciplinary action, up to and including termination, in accordance with direction provided by this policy and the City Administrator.
- H. Performance Improvement Plan: Employees may be disciplined for conduct or

- C. **Per Diem, Expenses for Travel:** An Employee who is required to travel outside the City limits on City business in the Employee's own vehicle shall be reimbursed for mileage at the IRS reimbursement rate. Lodging or air travel, if needed, shall be approved by the City Administrator in advance of the trip. Costs for meal expenses and incidentals shall be paid based on receipts submitted but should in no case exceed the IRS per diem rate for United States travel unless written approval is sought and received from the City Administrator. All mileage numbers and receipts shall be submitted to the Finance Director within five (5) business days of the return of the Employee from travel. No expenses shall be reimbursed without a valid receipt. The use of airline miles shall not be reimbursed.

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- F. An Employee receiving a "Marginal" rating on their annual evaluation will not receive an adjustment to pay and will be placed on a Performance Improvement Plan and given ninety (90) days to improve.
- G. If at the end of the ninety (90) day period, the Employee's performance improves to "Proficient", the Employee will continue employment with the City and may be eligible to receive an adjustment from the date of the "Proficient" rating.
1. The Employee's next evaluation will be on the next common review date and

- E. Promotions shall follow the same probationary period requirements in Section 4.02. If the Employee fails to meet the established performance standards, the employee may return to the Employee's previous position or a similar position, if a position is available, at the pay the Employee was receiving immediately preceding the promotion.
- F. Part-time Employees promoting into a regular full-time position will use the new start date in their full-time position as their accrual date for benefits.

4.12 Lateral Transfers

A lateral transfer is movement from one position to another position within the same pay range. In the event an incumbent is transferred, whether voluntary or involuntary, to a position with the same pay range, the incumbent shall remain at the same salary. A lateral transfer will follow the same probationary period requirements in Section 4.02.

4.13 Demotions

A demotion occurs when an Employee moves from one job position to a position of a lower salary range and therefore, may result in a lower salary based on the minimum and maximum of the salary range for the new position.

4.14 Reorganization

An Employee may be transferred, have a job title change, or have a salary increase or decrease due to a department or City-wide reorganization.

4.15 Reduction-In-Force

From time- to- time economic conditions or the changing staffing needs of the City create situations which may require a reduction in force or layoff from specific positions.

4.16 Compensatory Time

NEW
In accordance with the Fair Labor Standards Act, the city may grant non-exempt employees compensatory time off (comp-time) in lieu of compensation for hours worked in excess of 40 hours per week, or other permissible work scheduled for law enforcement, administration, and other employees.

Employees may accrue compensatory time off at one and one-half times the number of overtime hours worked up to a maximum number of hours. All employees are subject to a cap of 40 hours representing 40 overtime hours worked, without the expressed written consent of the City Administrator. Overtime hours worked beyond cap must be paid. Comp Time accruals are to be monitored by Department head. An employee who has accrued comp time and requests use of such time must be permitted to use the time off within a "reasonable period" after making request if it does not "unduly disrupt" the work of the department, which is approved by Department Head. If use of requested comp time would be disruptive, the Department head may elect to pay employee in lieu of approving.

Any accumulated but used comp time in an employee's account at the time of separation from the city will be paid in the employee's final paycheck. All comp time paid out will be paid at the employee's regular rate.

SECTION 5: EMPLOYEE BENEFITS AND SERVICES

The City of Blanco provides a benefits program for its full-time Employees. The actual terms of coverage are as described in the individual summary plan documents, and the summary provided below is only to inform Employees of the general benefits and procedures in a more concise manner. The terms of coverage are subject to periodic revision. All benefit guides and plan summaries can be obtained through the City Secretary.

5.01 Enrollment and Plan Year

Full time Employees are eligible for health and dental benefits and will be advised of group medical plans, dependent coverage availability, as well as current premium costs, during orientation. Employees and their eligible dependents will be covered on the first of the month following sixty (60) days of employment (per the Affordable Care Act). Group health plans are reviewed yearly, Employees will be notified when any changes are made. Premiums for group and voluntary plans are deducted bi-weekly from the Employee's paycheck.

5.02 Texas Municipal Retirement System (TMRS), Social Security and Medicare

The City of Blanco participates in the Texas Municipal Retirement System (TMRS), Social Security and Medicare. All costs for these programs will be deducted from the Employees paycheck each payday throughout the year.

5.03 Workers Compensation

- A. The City provides workers compensation coverage to all Employees for job related injuries or occupational illnesses suffered by the Employee while acting in the course and scope of their position.
- B. If an Employee sustains a job-related injury, the injury is to be reported immediately to the Employee's Supervisor or Department Director by the injured Employee and any Employee that aids the injured Employee.
- C. A first report of Injury Form is also to be immediately completed. To the extent provided by State law, worker's compensation insurance will cover medical expenses for treatment of such job-related injuries. For the medical expenses to be paid, the Employee must follow the appropriate guidelines issues by the worker's compensation carrier.
- D. EMPLOYEES SHOULD NEVER PAY FOR TREATMENT OR PRESCRIPTIONS ASSOCIATED WITH THE INJURY.**
- E. EMPLOYEES SHOULD NEVER USE THEIR PERSONAL**

for vacant positions, in which the Employee is interested in and for which he/she is qualified.

- C. When a non-exempt Employee is promoted to an exempt employment status, the Employee shall have the compensatory time balance cashed out prior to the effective date of the promotion. Payment shall be made at the Employee's rate of pay on the effective date of the cash out.
- D. If any Employee is promoted, the resulting salary increase shall be at least an amount sufficient to reach the minimum salary range for the new job. If the current rate of pay is more than the maximum rate of pay for the new classification, then the pay shall remain the same.
- E. Promotions shall follow the same probationary period requirements in Section 4.02. If the Employee fails to meet the established performance standards, the employee may return to the Employee's previous position or a similar position, if a position is available, at the pay the Employee was receiving immediately preceding the promotion.
- F. Part-time Employees promoting into a regular full-time position will use the new start date in their full-time position as their accrual date for benefits.

4.12 Lateral Transfers

A lateral transfer is movement from one position to another position within the same pay range. In the event an incumbent is transferred, whether voluntary or involuntary, to a position with the same pay range, the incumbent shall remain at the same salary. A lateral transfer will follow the same probationary period requirements in Section 4.02.

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A demotion occurs when an Employee moves from one job position to a position of a lower salary range and therefore, may result in a lower salary based on the minimum and maximum of the salary range for the new position.

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From time- to- time economic conditions or the changing staffing needs of the City create situations, which may require a reduction in force or layoff from specific positions.

Old

SECTION 5: EMPLOYEE BENEFITS AND SERVICES

The City of Blanco provides a benefits program for its full-time Employees. The actual terms of

INSURANCE CARD FOR A WORK-RELATED INJURY.

- F. Administrative leave will be provided for the first seven (7) days for a worker injured in the course and scope of employment.
1. Once the Employee misses seven (7) calendar days, the injured Employee becomes eligible for temporary income benefits as required but the Texas Worker's Compensation Act.
 2. Temporary income benefits are approximately seventy percent (70%) of an Employee's average wage during the previous thirteen (13) weeks.
 3. If absence is due to a serious health condition, the worker's compensation leave will run concurrently with Family and Medical Leave. After seven (7) calendar days of missed work the Employee may be eligible for wage continuation payments.
 4. If an Employee is absent due to an on- the- job injury or illness, the injured or ill Employee will continue to accrue sick and vacation leave benefits for the first three (3) months of the injury or illness. Accruals will cease after three (3) months and until the Employee returns to work.

5.04 Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) became effective on April 7, 1986. Through COBRA, the City of Blanco Employees, and their dependents, which are currently enrolled in qualified group benefits, are afforded an opportunity to extend those benefits at one- hundred percent (100%) of the established monthly premium (subject to change from time to time) in situations by which the benefits coverage would otherwise end. The length of COBRA varies depending on the nature of the qualifying event but could range between eighteen (18) to thirty-six (36) months.

5.05 Tuition Reimbursement Program

- A. The Tuition Reimbursement Program is provided for eligible full-time Employees to supplement the cost of obtaining degrees that will help them in their current job or in future jobs with the City. The Human Resources Department will administer the program and review all reimbursement applications.
- New* B. Full-time Employees in good standing, who have completed (1) year of employments with the City, are eligible to apply for tuition reimbursement.
- C. This policy shall apply to degree related programs only from an accredited college, university, or technical school and will cover associate degrees, undergraduate bachelor's degrees, and master's degrees. Employees will be limited to one (1) degree per level (i.e., bachelors, masters).

New Remove ~~D. The courses and/or degree programs must relate to the Employee's current positions, or to career paths with the City that they may be reasonably following in the near future.~~

Worker's Compensation Act.

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- old B. Full-time Employees in good standing, who have completed two (2) years of employments with the City, are eligible to apply for tuition reimbursement.
- C. This policy shall apply to degree related programs only from an accredited college, university, or technical school and will cover associate degrees, undergraduate bachelor's degrees and master's degrees. Employees will be limited to one (1) degree per level (i.e. bachelors, masters).
- old D. The courses and/or degree programs must relate to the Employee's current positions, or to career paths with the City that they may be reasonably following in the near future.
- E. Employees are responsible for scheduling classes that will not conflict with their work schedule. The Department Director has the option of altering the Employee's work schedule if special circumstances are warranted.

1. To be considered for reimbursement, the course must be on the approved degree plan.
2. Upon completion of a class, the Employee must attach a copy of the tuition receipt and a grade report, obtain the necessary signatures and forward the documents to Human Resources within forty-five (45) days of the completion of class. After reviewing the documents, they will be forwarded to the Finance Department for processing.
3. The Employee must sign a tuition repayment agreement before the check is released. Requests for reimbursement received more than forty-five (45) days after the last day of class, and those without an application on file will not be honored.
4. **REMINDER:** It is the Employee's responsibility to complete all steps of the process within the specified deadlines. This includes Department Director approval and the time constraints placed on the initial application and on the deadline for submissions of an official grade report. The Human Resource Department will not be responsible for notifying the Employee of the deadline dates. Any required documentation or forms not submitted within the stipulated time frame will not be reimbursed.

5.06 Training Schools

- New Remove*
- ~~A. The City will pay appropriate costs for mandatory training (including books and related fees) for certification purposes, or to maintain such certification. An Employee who is approved for any training whose cost, with expenses, costs more than two hundred fifty dollars (\$250.00) shall agree to reimburse the City if the Employee leaves City employment within one (1) year of completing the course. If the course is multiple days, the one (1) year requirement commences on the last day of the training.~~
 - ~~B. Requirements for continued service with the City after course completion are an assurance that the City will benefit from Employee participation in the training. If an Employee leaves City employment for any reason before a service requirement is completed, the Employee must repay the City full amount of the training and expenses paid by the City.~~
 - ~~C. A separate one (1) year service requirement must be completed for each reimbursement made to the Employee.~~
 - ~~D. A service requirement is not an assurance of continued employment by the City.~~
 - ~~E. If a termination of employment occurs (voluntary or involuntary) and the Employee owes a repayment amount, and the Employee does not otherwise repay the amount, the Employee agrees to have the repayment amount deducted from the Employee's paychecks that are issued after the termination decision occurs, as allowed by law.~~

5.07 Longevity Pay

The policy applies to City Employees employed full-time. Employees receive five dollars (5.00) per month for each year of continuous service. Longevity pay shall be in addition to an

plan.

2. Upon completion of a class, the Employee must attach a copy of the tuition receipt and a grade report, obtain the necessary signatures and forward the documents to Human Resources within forty-five (45) days of the completion of class. After reviewing the documents, they will be forwarded to the Finance Department for processing.
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5.07 Longevity Pay

- B. Everyone involved in the chain of command should listen and consider the grievance, but this is not intended to mean, nor shall it have effect of requiring, that any written notice, any charges, any witnesses, or any response or written reasons for decisions be presented during or after the grievance process by the City.
- C. An Employee or recently separated Employee having a grievance relating to employment shall first present the grievance to the Employee's Supervisor or Department Director in writing. The grievance should be presented within three (3) working dates of the date of occurrence which led to the grievance, or within three (3) working days from the date the Employee first had knowledge of the alleged conduct.
- D. The Department Director receiving a grievance has a duty to be attentive to the Employee's concerns, to arrive at a full understanding of Employee's point of view and to give the Employee a clear and specific answer. If the Department Director believes the grievance to be of substantial nature and not to have been settled to the full satisfaction of the Employee, the Department Director shall make an immediate record in writing of the facts and report the grievance to the City Administrator.
- E. An Employee, or recently separated Employee, who after discussing a grievance with the Employee's Department Director or Supervisor is not satisfied with the answer, may appeal the grievance to the City Administrator within five (5) working days of the meeting with the Department Director. Any appeal to the latter shall be in writing. The decision by the City Administrator will be final.

6.04 What Is Not Discipline

Layoffs, reductions-in-force, expiration of temporary appointments, separations allowed by other sections of this handbook, pay reductions or other measures resulting from economy campaigns, reorganizations or other similar policies are not considered discipline and cannot be appealed under the City's policies and procedures.

SECTION 7: ACCRUALS AND LEAVE

7.01 Vacation

New

- A. Upon hire, full-time, permanent Employees shall commence to accrue paid vacation as follows:
 - 8 hours per month for the first 2 years of service (12 days)
 - 10 hours per month for 3-5 years of service (15 days)
 - 13.33 hours per month for 6-10 years of service (20 days)
 - 16.67 hours per month for 11-15 years of service (25 days)
 - 20.00 hours per month for 16-20+ years of service (30 days)
- B. Each regular Employee will be eligible to use accrued vacation hours after successfully completing a ninety (90) day introductory period.
- C. Vacation leave shall accrue on a prorated basis each year of employment. All requests for vacation leave are subject to the City's staffing needs and must be approved in

- B. Everyone involved in the chain of command should listen and consider the grievance, but this is not intended to mean, nor shall it have effect of requiring, that any written notice, any charges, any witnesses, or any response or written reasons for decisions be presented during or after the grievance process by the City.
- C. An Employee or recently separated Employee having a grievance relating to employment shall first present the grievance to the Employee's Supervisor or Department Director in writing. The grievance should be presented within three (3) working dates of the date of occurrence which led to the grievance, or within three (3) working days from the date the Employee first had knowledge of the alleged conduct.
- D. The Department Director receiving a grievance has a duty to be attentive to the Employee's concerns, to arrive at a full understanding of Employee's point of view and to give the Employee a clear and specific answer. If the Department Director believes the grievance to be of substantial nature and not to have been settled to the full satisfaction of the Employee, the Department Director shall make an immediate record in writing of the facts and report the grievance to the ~~Mayor~~ City Administrator.
- E. An Employee, or recently separated Employee, who after discussing a grievance with the Employee's Department Director or Supervisor is not satisfied with the answer, may appeal the grievance to the City Administrator within five (5) working days of the meeting with the Department Director. Any appeal to the latter shall be in writing. The decision by the City Administrator will be final.

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SECTION 7: ACCRUALS AND LEAVE

7.01 Vacation

- A. Upon hire, full-time, permanent Employees shall commence to accrue paid vacation as follows: 6.67 hours each month if employed less than four (4) years, and ten (10) hours per month if employed more than four (4) years. Each regular Employee will be eligible to use accrued vacation hours after successfully completing a ninety (90) day introductory period.
- B. Vacation leave shall accrue on a prorated basis each year of employment. All requests for vacation leave are subject to the City's staffing needs and must be approved in advance by the Department Director or Supervisor. Vacation leave may not be taken in less than hourly increments.

advance by the Department Director or Supervisor. Vacation leave may not be taken in less than hourly increments. Any employee requesting off more than 1 week consecutively will be to be approved by the Department and City Administrator.

- D. By January 1st of each year accrued vacation time will be reviewed for each employee and any accrued vacation hours over double accrual amount* shall expire. Up to double accrual amount* vacation leave hours that have not expired will be paid out when an employee leaves service with the City. * Reference Vacation accrual on section 7.01 A.

7.02 Sick Leave

- A. Full-time permanent Employees shall commence to accrue paid sick leave at the rate of 6.67 hours per month upon full-time employment with the City. Sick leave may be taken when an Employee is ill, to attend doctor/dentist appointments, or to care for an ill friend or relative.
- B. Employees unable to work because of unexpected illnesses shall notify their immediate Supervisor as soon as reasonably possible. The City may require a physician's verifying statement for any illness that exceeds three (3) working days, or in the event of excessive absences or absences of extraordinary duration.
- C. Sick leave may be carried over to subsequent fiscal years. Accrued sick leave will not be paid out when an employee leaves service with the City.
- D. Any Employee who exhausts sick leave due to illness may substitute vacation leave during the time of the illness.

7.03 Civic Leave

- A. After successfully completing the ninety (90) day introductory period, full-time, exempt, and non-exempt, regular Employees shall commence to accrue eight (8) hours of paid leave each fiscal year toward satisfying civic activities, such as voting and to report to calls for jury service. Employees granted civic leave for jury service shall retain all juror fees.
- B. Employees excused or released from jury service during working hours shall report to their workstations, unless otherwise instructed. Civic leave may not be carried over to subsequent fiscal years.

7.04 Bereavement Leave

New After successfully completing the ninety (90) day introductory period, full-time, regular Employees are eligible to receive 3 days of bereavement leave per occurrence per immediate family member to attend funeral services or memorials of family members. You will receive 1-3 day bereave leave for family members second degree affinity and third of consanguinity per department head approval. Bereavement leave may not be carried over to subsequent fiscal years.

7.05 Family and Medical Leave

- C. On January 1st of each year accrued vacation time will be reviewed for each Employee and any accrued vacation hours over one-hundred twenty (120) hours shall expire. Up to one hundred and twenty (120) accrued vacation leave hours that has not expired will be paid out when an employee leaves service with the City.

7.02 Sick Leave

- A. Full-time permanent Employees shall commence to accrue paid sick leave at the rate of 6.67 hours per month upon full-time employment with the City. Sick leave may be taken when an Employee is ill, to attend doctor/dentist appointments, or to care for an ill friend or relative.
- B. Employees unable to work because of unexpected illnesses shall notify their immediate Supervisor as soon as reasonably possible. The City may require a physician's verifying statement for any illness that exceeds three (3) working days, or in the event of excessive absences or absences of extraordinary duration.
- C. Sick leave may be carried over to subsequent fiscal years. Accrued sick leave will not be paid out when an employee leaves service with the City.
- D. Any Employee who exhausts sick leave due to illness may substitute vacation leave during the time of the illness.

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- A. After successfully completing the ninety (90) day introductory period, full-time, exempt and non-exempt, regular Employees shall commence to accrue eight (8) hours of paid leave each fiscal year toward satisfying civic activities, such as voting and to report to calls for jury service. Employees granted civic leave for jury service shall retain all juror fees.
- B. Employees excused or released from jury service during working hours shall report to their workstations, unless otherwise instructed. Civic leave may not be carried over to subsequent fiscal years.

7.04 Bereavement Leave

old After successfully completing the ninety (90) day introductory period, full-time, regular Employees shall commence to accrue twenty-four (24) hours each calendar year for attending funeral services or memorials of family members within second degree affinity and third of consanguinity. Bereavement leave may not be carried over to subsequent fiscal years.

7.05 Family and Medical Leave

- A. Benefits under the Family & Medical Leave Act will not accrue to any City Employee until required by law (when the City reaches fifty (50) Employees). When the City has fifty (50) or more Employees, each full-time, regular Employee shall be

NEW BUSINESS

ITEM #5

Budget Adjustment Register
City of Blanco

Post Date	GL Account Number	GL Account Name	Line Item Description	Previous	Adjustment	Current
12/1/2022	300-4007	Current M&O	December 2022 - M&O Budget Adj	535,001.87	(535,001.87)	0.00
	100-4007	Current M&O	December 2022 - M&O Budget Adj	0.00	535,001.87	535,001.87
	300-4008	Current Interest (M&O)	December 2022 - M&O Budget Adj	750.00	(750.00)	0.00
	100-4008	Current Interest (M&O)	December 2022 - M&O Budget Adj	0.00	750.00	750.00
	300-4009	Current Penalty (M&O)	December 2022 - M&O Budget Adj	1,850.00	(1,850.00)	0.00
	100-4009	Current Penalty (M&O)	December 2022 - M&O Budget Adj	0.00	1,850.00	1,850.00
	300-4010	Delinquent Interest (M&O)	December 2022 - M&O Budget Adj	750.00	(750.00)	0.00
	100-4010	Delinquent Interest (M&O)	December 2022 - M&O Budget Adj	0.00	750.00	750.00
	300-4011	Delinquent Penalty (M&O)	December 2022 - M&O Budget Adj	500.00	(500.00)	0.00
	100-4011	Delinquent Penalty (M&O)	December 2022 - M&O Budget Adj	0.00	500.00	500.00
	300-4012	Delinquent M&O	December 2022 - M&O Budget Adj	3,500.00	(3,500.00)	0.00
	100-4012	Delinquent M&O	December 2022 - M&O Budget Adj	0.00	3,500.00	3,500.00

NEW BUSINESS

ITEM #6



City Council Agenda Policy

Agendas; Procedures

A member of the City Council may place an item on an agenda with the concurrence of one additional member of the City Council. The member of City Council requesting an item be placed on an agenda and the concurring member shall submit in writing, which may be by electronic mail, the request to place the item on an agenda and the concurrence to the City Secretary, and courtesy copied to the City Administrator. The item shall be placed on the next agenda of the City Council meeting occurring on or after the eighth (8th) calendar day after receipt by the City Secretary and City Administrator of the latter of either the request or the concurrence.

At a meeting of the City Council, a member of City Council may place an item on an agenda by making a motion to place the item on a future agenda and receiving a second. No discussion shall occur at the meeting regarding the placement of the item on a future agenda.

The Mayor, the City Attorney or the City Administrator may place any item on any City Council agenda. When possible, the request to put an item on the agenda shall be at least eight days before the City Council meeting.

The City Council Agenda for an upcoming meeting will be posted no later than 5:00 pm on the Friday before the City Council meeting and may be amended up to 72 hours before the start of the City Council Meeting.

The City Administrator shall review the agenda and ensure the requisite City Department Director is aware of each agenda item and is prepared to discuss it at the City Council meeting. The City Administrator should work with the City Councilor, Mayor and/or City Attorney on each agenda item to ensure the staff is prepared for the discussion prior to the City Council meeting.

Council members should not go directly with to City staff or City Attorney on any agenda item. Instead, the City Councilor wishing to put an item on the agenda, or discuss an item placed on the agenda by another should contact the City Administrator for any questions to staff or the Attorney. The City Administrator shall get back to the City Councilor requesting information within 48-hours when possible.



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

Request to be placed on City Council Agenda:

I, _____ request to be placed on the Agenda of the City Council Regular Meeting of _____ (insert date of meeting).

Agenda Topic/Concern:

Introduction/Background:

Policy Analysis/Benefit(s) To Citizens:

Long Term Financial & Budget Impact:

Recommendation/Proposed Motion:

I agree that the information must be submitted to the City Secretary no later than 5:00 pm Tuesday before the meeting date.

NEW BUSINESS

ITEM #7



City of Blanco

P.O. Box 750 Blanco, Texas 78606

Office 830-833-4525 Fax 830-833-4121

STAFF REPORT: 12/13/22

DESCRIPTION: Modify Stage 2 drought water restrictions to allow washing or power washing of office buildings, homes, and patios by a professional service or contractor.

ANALYSIS: The prolonged drought has negatively affected some businesses that utilize water for some of their services. This specific exception will allow certain businesses or contractors to provide services while using water efficiently.

FISCAL IMPACT: Will allow for specific business uses of water while in Stage 2 drought Restrictions

RECOMMENDATION: Approve modification to Stage 2 drought water restrictions to allow washing or power washing of office buildings, homes, and patios by a professional service or contractor.



City of Blanco

P.O. Box 750 Blanco, Texas 78606

Office 830-833-4525 Fax 830-833-4121

Notice of Stage 2 – Mandatory Water Conservation

As of June 22, 2022, the City of Blanco has implemented Stage 2 water restriction for all customers of the City of Blanco.

The restrictions are as follows:

- No further sales of bulk water by the City.
- Irrigation of outside lawns, shrubbery, and plants shall be done with a hand-held bucket, or a hand-held hose equipped with a positive shut-off nozzle for short duration watering. This limitation does not apply to vegetable gardens, greenhouse, or nursery stocks and newly established lawns or sod less than five weeks old, which may be watered in the minimum requirement to preserve plant life. Watering period will be restricted to 8:00 pm through 8:00 am.
- No filling of fountains or swimming pools will be permitted.
- Vehicle washing will be permitted only at a carwash. (Restrictions shall not apply to vehicles and equipment such as garbage trucks and vehicles used for food and perishable transport-when said washing is necessary on a more frequent basis to protect the health, safety, and welfare of the public).
- No washing of streets, driveways, parking lots, service station aprons, ~~office buildings, exteriors of homes or apartments, patios, or other outdoor surfaces except to alleviate immediate health or fire hazards.~~ Washing or power washing of office buildings, homes, or patios will be allowed to be power washed or washed by a professional service.
- Water will not be served in restaurants except upon request.
- Restrictions may be imposed on new water taps.

Those who continue to ignore water usage rules will be first warned, then fined. In the event a violation of this plan occurs as a result of an accidental breaking of any hose, water pipe, irrigation devise, or any of the component of a water delivery system, personal notice of the violation shall be given by the City Administrator or his designee to the person or a representative of the person having care or responsibility for the property. The notice shall direct that the situation or condition causing the violation of this plan be corrected within 24 hours from the time of receipt of said notice. If any violation has not been corrected within said time, it shall constitute an unlawful condition and shall be punishable as provided under this plan.

NEW BUSINESS

ITEM #8



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

STAFF REPORT: 12/13/22

DESCRIPTION: Consider/discuss authorization to issue requests for proposals (RFP) for application preparation and administrative services and requests for qualifications (RFQs) for engineering services related to the Hazard Mitigation Assistance (HMA) grant programs.

ANALYSIS: Council needs to authorize City Administration to go out for RFPs for both Administrative Services and RFQs for engineering services related to the Hazard Mitigation Assistance (HMA) grants that are available

FISCAL IMPACT: There is no cost to go out for RFP and RFQs except for notification in the newspaper. If the grant is awarded the fiscal impact could be significant

RECOMMENDATION: Authorize Staff to go out for RFP and RFQ for Administration of the grant and Engineering respectively.

NEW BUSINESS

ITEM #9

ELECTION SERVICES CONTRACT
BETWEEN
BLANCO COUNTY ELECTIONS OFFICER
AND
CITY OF BLANCO, TEXAS

UNIFORM ELECTION & SPECIAL ELECTION

MAY 6, 2023

**ELECTION SERVICES CONTRACT
BETWEEN THE
BLANCO COUNTY ELECTIONS OFFICER AND
CITY OF BLANCO, TEXAS**

THIS CONTRACT (“Election Services Contract” or “Contract”) is made and entered into on this _____ day, _____ 2022, by and between the City of Blanco, Texas ("Entity"), and Kristen Spies, County Elections Officer for Blanco County, Texas, ("Elections Officer"), under the authority of the Texas Election Code Chapters 31 and 271, and upon approval of the Blanco County Commissioners Court and the City Council of the City, (collectively “Participating Parties”) for the services to be performed by the Participating Parties in the **MAY 6, 2023 UNIFORM ELECTION** and the **SPECIAL ELECTION** (collectively, “Election”) as outlined herein.

NOW THEREFORE THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Participating Parties understand the tasks each is to perform in connection with the Election as follows:

SECTION 1. DUTIES AND SERVICES OF ELECTIONS OFFICER

The Elections Officer shall be responsible for performing the following duties and shall furnish the following services and equipment in connection with the Election:

- (a) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
- (b) Contact the owner or custodian of some other public place (or if unavailable, private building) in the election precinct and arrange for its use as a polling place if the county designated polling place in the precinct is unavailable for use in the Election.
- (c) Procure, prepare, and distribute all necessary election supplies, including:
 - (1) ballots and ballot cards;
 - (2) qualification field systems - "Knowlnk Poll-Pads";
 - (3) election kits;
 - (4) voting booths, privacy dividers, ballot boxes; and
 - (5) all necessary ADA compliant voting equipment.
- (d) Notify election judges of the date, time, and place of any Election.
- (e) Arrange for the use of a central counting station and for the personnel and equipment needed at the counting station and assist in the preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (f) Publish the legal notices of the date, time, and place of the test of the electronic tabulating equipment and conduct such test;
- (g) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers who are responsible for holding the Election;

- (h) Prepare submission(s) of voting changes to the U.S. Department of Justice, if necessary, under the federal Voting Rights Act of 1965, as amended; and
- (i) Perform all election duties in accordance with the Texas Election Code.

SECTION 2. DUTIES AND SERVICES OF THE ENTITY

The Entity shall be responsible for performing the following duties in connection with the Election:

- (a) The Participating Parties are responsible for the appointment of the presiding election judges and alternate election judges listed in "Exhibit B" for each Vote Center/polling place listed in "Exhibit B" subject to the eligibility requirement found in the Texas Election Code Chapters 32 and 83. The Participating Parties acknowledge that approval of this Election Services Contract by the Entity shall constitute approval and appointment of the Judges and Alternate Judges listed in "Exhibit B" by the Entity. The Elections Officer will be responsible for the administration of the election judges.
- (b) As soon as possible after the candidate filing deadline, the Entity shall certify in writing to the Elections Officer the candidates' names (as each is to appear on the ballot) and offices sufficiently in advance to allow time to prepare the ballot and to conduct any necessary logic and accuracy testing.

SECTION 3. GENERAL PROVISIONS

- (a) Nothing contained in this Contract shall authorize or permit a change in the officer, the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Texas Election Code Section 31.096.
- (b) The Elections Officer is the agent of the Entity for the purposes of contacting the third parties with respect to the election expenses within the scope of the Elections Officer's duties, and the Elections Officer is not liable for the Entities' failure to pay a claim.
- (c) The Elections Officer shall file copies of this Contract with the County Treasurer and the County Auditor of Blanco County, Texas.
- (d) This Contract is subject to the written approval of the political subdivision involved in the election and shall not be binding on the Entity until such written approval is obtained.
- (e) It is agreed that it is in the public interest of the Participating Parties, that Kristen Spies, Elections Officer, serve as the Early Voting Clerk for both entities participating in this election.

SECTION 4. COST OF SERVICES

Costs. Entity agrees to pay a pro rata share of the actual costs incurred. The actual costs shall be prorated for all Participating Parties.

Example:

Registered Voters in County -	10,157	$10157/13855 =$	73.31% of total cost
Registered Voters in Joint Entity A-	1,224	$1224/13855=$	8.83% of total cost
Registered Voters in Joint Entity B -	2,474	$2474/13855=$	17.86% of total cost
Aggregate Registered Voters -	13,855		

Administrative Fee. The Elections Officer shall also charge an administrative fee equal to 10% of the Entity's share of the cost of the Election or a minimum of \$75.00.

SECTION 5. ACKNOWLEDGMENT OF SHARED ELECTION

The Entity acknowledges that the Election is a Joint Election under Texas Election Code Chapter 271, and that the Elections Officer, in accordance with Texas Election Code Sections 31.092 and 31.093, may enter into a similar Joint Election Services Contract with other political subdivision(s) in the county (collectively, the "Participating Parties") listed in Exhibit C of this Election Services Contract. In such event, the Entity understands and agrees that the costs of common polling places, ballots and programming, voting equipment, and the common set of election workers will be shared with the other Participating Parties.

SECTION 6. MISCELLANEOUS PROVISIONS

- (a) This Contract shall be construed under and in accordance with applicable Federal and State laws, and all obligations of the parties created hereunder are performable in Blanco County, Texas.
- (b) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (c) In the case of an election contest solely challenging this Entity's election results, the cost of such contest, challenge, or litigation will be borne by the Entity.
- (d) In the case of a runoff election due to undecided races on the election, the cost of such runoff election will be borne by the entity and will be contracted for at such time.
- (e) In a joint election all participating parties share in the cost of such election. Therefore, if one or more parties withdraws, has unopposed candidates, or has circumstances which change the precincts or districts involved in the election, the cost to the other parties will inevitably be affected and will be adjusted and itemized in the final Actual Cost Report.
- (f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreement between the parties respecting the written subject matter. By affixing his/her signature to this Contract, the party acknowledges, accepts

and approves all resolutions, documents and attachments/exhibits included as part of this Contract.

(g) No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, and duly executed by the parties.

SECTION 7. CANCELLATION OF ELECTION

The Entity may cancel this Contract at any time. In the event that Entity cancels this Contract, Entity shall only be responsible for its share of expenses actually incurred prior to cancellation.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract on the dates indicated below, and the Contract is effective on the date the last Party signs:

CITY OF BLANCO, TEXAS

By: _____ Date: _____
Rachel Lumpee
Mayor City of Blanco

Attest:

By: _____ Date: _____

WITNESS: _____

BLANCO COUNTY ELECTIONS OFFICER

By: _____ Date: _____
Kristen Spies
Blanco County Elections Officer
Blanco County, TX

EXHIBIT A
ESTIMATE OF COSTS

EXHIBIT B
ELECTION JUDGES

EXHIBIT C

PARTICIPATING POLITICAL SUBDIVISIONS (PARTIES)