



CITY OF HOLLAND, TEXAS

Regular Meeting of the City Council

Monday, June 23rd, 2025, at 6:00p.m.
Holland Community Center
107 W. Travis St., Holland, Texas 76534
www.cityofholland.org

Notice is hereby given that the Regular City Council Meeting will be held on Monday, June 23rd, 2025, at 6:00 p.m. in the Holland Community Center @ 107 W. Travis St., Holland, Texas 76534, and this notice was posted by Friday, June 20, 2025, by 5:00 p.m. at City Hall.

1. **Call to Order**

- a) Roll Call: Determination of Quorum
- b) Pledge of Allegiance
- c) Invocation

2. **Citizen Public Comments**

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

3. **Consent Agenda**

All matters listed under the Consent Agenda will be considered routine by the City Council and will be enacted by one motion. There will be no separate discussion on these items unless the City Council members remove specific items from the Consent Agenda to the Regular Agenda prior to voting on adoption of the Consent Agenda. Removed items will be considered and acted on after a vote on the Consent Agenda.

a) **Approval of Minutes for May 12, 2025, Public Hearing & Regular City Council Meeting**

b) **Departmental/Staff Reports:**

- i. Financial Reports
- ii. Police Reports
- iii. Utility Reports
- iv. Discussion Building Permits – New Businesses
- v. Engineer Report
- vi. Approval to Pay Bills for June 2025

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

Discussion/Possible Action Items:

- a) Discuss and consider possible action, waive a late fee on a water bill (Zita Turner Bett)
 - b) Discuss and consider possible action, Ordinance No 2025-06-A Backyard chicken ordinance.
 - c) Discuss and consider possible action, Ordinance No 2025-06-B Water and Sewer Policy and Procedures.
 - d) Discuss and consider possible action, Ordinance No. 02-24-25 Amended Fee Schedule
 - e) Discuss and consider possible action, Article No. 8.02.001 Noise, amend the time frame for noise.
 - f) Discuss and consider possible action, Agreement with Bureau Veritas for Fire Marshall Service.
 - g) Discuss and consider possible action, to approve the Holland Reborn Building/ Business Incentive Grant Program from the MDD.
 - h) Discuss and consider possible action, approve The New Employee Handbook.
4. **Executive Session Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the Board of Commissioners may convene in Executive Session regarding the following matters:**
5. **Announcements of future Regular City Council Meeting date –Monday July 28th, 2025.**
- See attached Budget meeting Schedule**
6. **Adjourn**

Executive Session: *The Council may vote and/or act upon each of the items listed on the agenda. The Council reserves the right to retire from an executive session concerning any of the items on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including Section 551.071 (Consult with Attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development).*

Notice of Requested Agenda Item: *Anyone wanting to place an item on the agenda for the following meeting should submit their written agenda item to the City Secretary no later than the Monday a week prior to the Meeting. The mayor will review all items and decide placement on the agenda for action. The agenda will be posted on the Friday prior to the meeting. Only emergency items will be posted after that date on a separate Agenda. All Employee Reports need to be given to the City Secretary by the Monday a week prior to the Regular Council Meeting.*

Notice of Assistance at Public Meetings: *In compliance with the ADA the Holland Community Center is wheelchair accessible. Reasonable accommodation will be provided for people attending*

city council meetings in need of special assistance. Please contact Sandra Dickey, City Secretary, at (254) 657-2460 at least 48 business hours prior to the meeting for special assistance.

Certification: I, the undersigned authority do hereby certify that the Notice of Meeting was posted pursuant to Sections 551.041 - 552.043 at City Hall, 102 W. Travis St., Holland, Texas 76534 (outside bulletin board convenient and readily accessible to the general public at all times, **at or before 5:00o'clock p.m. on 06/20/2025** and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Posted By: Sandra Dickey

Date: 06/20/2025

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person under Subchapter H, Chapter 411, Government code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

City Secretary

Mayor

City of Holland

Budget Calendar FY 2026



Months of June and July	Meetings with City Administrator and Department Directors to review budget recommendations and service delivery plans utilizing identified City Council Goals and Service Delivery priorities (meeting dates and times to be scheduled).
June 23	Regular City Council Meeting
June 30	Budget Workshop #1
July 14	Budget Workshop #2
July 28	Regular City Council Meeting - Submit Tax Rates to City Council / consider the FY 2026 Proposed Ad Valorem Tax Rate
August 11	Budget Workshop #3 (only if necessary)
August 18	Regular City Council Meeting: City Administrator presents FY 2026 Proposed Operating and Capital Budget to City Council (30 days before the tax is adopted)
August 25	Posting in the Newspaper for the Public Hearings (min 10days before the hearing no more than 30 days)
September 22	FY 2026 Ad Valorem Tax Rate Public Hearing
September 22	Public Hearing on the FY 2026 Proposed Budget-Immediately after
September 22	Regular City Council Meeting: City Council considers FY 2026 Ad Valorem Tax Rate and FY 2026 Annual Operating and Capital Budget Ordinances Revenue Adjustments Adoption
October 27	Regular City Council Meeting
November 17	Regular City Council Meeting
December 15	Regular City Council Meeting

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06/18/25

Accrual Basis

City of Holland
Profit & Loss Budget vs. Actual
October 2024 through May 2025

	Oct '24 - May 25	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Court Revenues	301,101.67	298,571.00	2,530.67
Franchise Fees			
10-4201 · Utilities	54,759.76	75,500.00	-20,740.24
Total Franchise Fees	54,759.76	75,500.00	-20,740.24
Other Revenues			
10-4805 · Miscellaneous Income	11,016.63	3,000.00	8,016.63
10-4820 · Holland Community Center	7,595.00	15,000.00	-7,405.00
420 · Police Funds	2,208.25	0.00	2,208.25
Total Other Revenues	20,819.88	18,000.00	2,819.88
Permits & Inspections			
10-4315 · Inspection Fees	501.52	0.00	501.52
10-4316 · Permits Fees	66,240.86	34,500.00	31,740.86
Total Permits & Inspections	66,742.38	34,500.00	32,242.38
Property Tax			
10-4000 · Maint & Operation Tax	273,656.48	260,000.00	13,656.48
10-4005 · Interest & Sinking	23,122.15	0.00	23,122.15
Total Property Tax	296,778.63	260,000.00	36,778.63
Sales Tax			
10-4100 · General	113,532.53	280,000.00	-166,467.47
10-4110 · Municipal Development Distric	25,135.70	48,817.00	-23,681.30
Sales Tax - Other	287.68		
Total Sales Tax	138,955.91	328,817.00	-189,861.09
410 · Interest Income	1,620.72	505.00	1,115.72
Total Income	880,778.95	1,015,893.00	-135,114.05
Gross Profit	880,778.95	1,015,893.00	-135,114.05
Expense			
Administration Expenses			
10-5001 · Salaries	78,138.79	116,500.00	-38,361.21
10-5002 · Inspection Fees	25,103.00	0.00	25,103.00
10-5003 · Engineering Fees	15,595.00		
10-5010 · Payroll Taxes	16,772.26	22,857.00	-6,084.74
10-5011 · Taxes			
10-5012 · Sales Tax	1,118.47	0.00	1,118.47
10-5013 · Texas Unemployment	988.36	2,500.00	-1,511.64
10-5011 · Taxes - Other	1,959.25	0.00	1,959.25
Total 10-5011 · Taxes	4,066.08	2,500.00	1,566.08
10-5020 · Retirement	8,085.05	3,406.00	4,679.05
10-5030 · Health Insurance	17,145.44	31,200.00	-14,054.56
10-6105 · Advertising	3,008.75	1,175.00	1,833.75
10-6110 · Office Expense	7,424.03	4,700.00	2,724.03
10-6115 · Mileage & Meals	1,071.11	2,500.00	-1,428.89
10-6120 · Bank Charges	176.26	0.00	176.26
10-6125 · Dues & Subscriptions	34,863.14	48,000.00	-13,136.86
10-6126 · Donations	-2,333.49	3,500.00	-5,833.49
10-6130 · Legal	21,186.00	35,000.00	-13,814.00
10-6135 · Accounting	91,840.00	7,000.00	84,840.00
10-6140 · Repair & Maintenance	20,941.59	23,000.00	-2,058.41
10-6145 · Utilities	21,860.91	30,000.00	-8,339.09
10-6150 · Phone	2,940.43	2,600.00	340.43
10-6155 · Training	2,036.06	780.00	1,256.06
10-6160 · Postage & Printing	2,481.67	1,500.00	981.67
10-6166 · Community Christmas	1,770.48	10,000.00	-8,229.52
10-6240 · Insurance - TML	20,554.00	90,000.00	-69,446.00
10-6305 · Elections	2,888.82	2,000.00	888.82
10-6310 · Holland Community Center			
10-6311 · Utilities	2,689.50	11,500.00	-8,810.50
10-6310 · Holland Community Center - Other	55,053.99	51,700.00	3,353.99
Total 10-6310 · Holland Community Center	57,743.49	63,200.00	-5,456.51
10-6321 · Reconciliation Discrepancies	-2.68		
10-6322 · Equipment Lease	0.00	30,000.00	-30,000.00
Administration Expenses - Other	-735.84		
Total Administration Expenses	454,420.35	531,418.00	-76,997.65
Courts			
40-5001 · Salaries	1,538.46	0.00	1,538.46
40-5031 · FTA-Omni Fee	1,473.09	0.00	1,473.09
40-5032 · Security	600.00	0.00	600.00
40-5034 · Attorney & Judge Fees	18,332.00	0.00	18,332.00
40-5035 · Court Costs	105,107.48	0.00	105,107.48

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06/18/25

Accrual Basis

City of Holland
Profit & Loss Budget vs. Actual
October 2024 through May 2025

	Oct '24 - May 25	Budget	\$ Over Budget
40-5036 · Collections / GHS	19,428.41		
Total Courts	146,479.44	0.00	146,479.44
General Gov (Admin)	273.58		
Public Safety			
20-5001 · Salaries			
63-3150 · Police Dept Salary	51,002.89	78,005.00	-27,002.11
63-3155 · Police Dept Overtime	1,724.63	7,500.00	-5,775.37
63-3160 · Police Dept Hourly Officers	76,726.39	131,040.00	-54,313.61
63-3165 · Police Dept Certification Pay	4,938.35	11,700.00	-6,761.65
20-5001 · Salaries - Other	1,008.00	0.00	1,008.00
Total 20-5001 · Salaries	135,400.26	228,245.00	-92,844.74
20-5010 · Payroll Taxes	0.00	15,600.00	-15,600.00
20-5020 · Retirement	10,682.05	18,000.00	-7,317.95
20-5030 · Health Insurance	26,633.40	46,800.00	-20,166.60
20-6110 · Office Expense	1,711.21	7,500.00	-5,788.79
20-6111 · Training	-1,294.14	5,000.00	-6,294.14
20-6112 · Telephone	2,733.83	4,500.00	-1,766.17
20-6125 · Dues & Subscriptions	14,488.04	16,672.00	-2,183.96
20-6142 · Community Events	835.24	1,610.00	-774.76
20-6145 · Utilities	1,510.16	5,500.00	-3,989.84
20-6170 · Uniforms	1,843.09	6,000.00	-4,156.91
20-6171 · Repair & Maintenance	45,587.00		
20-6264 · Auto Expense			
20-6225 · Repair & Maintenance	4,138.69	11,000.00	-6,861.31
20-6265 · Fuel	12,580.31	31,000.00	-18,419.69
20-6264 · Auto Expense - Other	885.88	0.00	885.88
Total 20-6264 · Auto Expense	17,604.88	42,000.00	-24,395.12
20-6325 · Animal Control	53.00	2,500.00	-2,447.00
20-6330 · Equipment Rental	516.22	37,000.00	-36,483.78
20-6335 · Police Equipment	128,318.70	30,000.00	98,318.70
Total Public Safety	386,622.94	466,927.00	-80,304.06
10-9000 · Other Financing Uses - Debt Ser	20,287.99		
62-2123 · Road Repairs	75,781.46	50,000.00	25,781.46
6560 · Payroll Expenses	12,065.59		
Total Expense	1,095,931.35	1,048,345.00	47,586.35
Net Ordinary Income	-215,152.40	-32,452.00	-182,700.40
Other Income/Expense			
Other Income			
43-303 · Transfers	-70,000.00	0.00	-70,000.00
4502 · Proceeds From Assets Sold	7,000.00	0.00	7,000.00
Total Other Income	-63,000.00	0.00	-63,000.00
Other Expense			
Ask My Accountant	-50,905.68		
10-9001 · Interest Expense- Debt Service	4,173.69		
Total Other Expense	-46,731.99		
Net Other Income	-16,268.01	0.00	-16,268.01
Net Income	-231,420.41	-32,452.00	-198,968.41

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Accrual Basis

City of Holland
Expenses by Vendor Detail
May 2025

Type	Date	Num	Memo	Account	Debit	Credit	Balance
5M ASSOCIATES							
Bill	05/06/2025	1163		10-5003 Engineering Fees	900.00		900.00
Total 5M ASSOCIATES					900.00	0.00	900.00
Adobe							
Check	05/06/2025	DEBIT		20-6125 Dues & Subscriptions	25.61		25.61
Check	05/06/2025	DEBIT		10-6125 Dues & Subscriptions	78.83		102.44
Total Adobe					102.44	0.00	102.44
Amazon							
Bill	05/01/2025	1T4R-9LNF-P6K7	ADA cone covers, rolling cart, A-Fra...	10-6305 Elections	95.89		95.89
Bill	05/01/2025	11CQ-99R6-NG6M	I Voted Stickers	10-6305 Elections	7.98		103.87
Bill	05/05/2025	1VDT-CFGR-XDN1	Rugby Headgear x3	20-6170 Uniforms	98.37		202.24
Bill	05/05/2025	1VDL-L6TF-6HFK	cleaning supplies for Police Dept	20-6110 Office Expense	251.09		453.33
Deposit	05/27/2025	REFUND	credit memo 1XXG-LNVL-T9KY	20-6325 Animal Control		37.99	415.34
Total Amazon					453.33	37.99	415.34
ATMOS Energy							
Bill	05/05/2025		May 2025	10-6311 Utilities	92.62		92.62
Bill	05/06/2025			10-6145 Utilities	85.76		178.38
Total ATMOS Energy					178.38	0.00	178.38
Beam Benefits							
Check	05/05/2025	ACH	Dental - Vision - Basic Life	10-5030 Health Insurance	122.64		122.64
Check	05/05/2025	ACH	Dental - Vision - Basic Life	20-5030 Health Insurance	183.96		306.60
Check	05/05/2025	ACH	Utility Dept - Dental - Vision - Basic L...	10-5030 Health Insurance	245.28		551.88
Check	05/05/2025	ACH	Dependent -Dental - Vision - Basic Life	20-5030 Health Insurance	95.85		647.73
Total Beam Benefits					647.73	0.00	647.73
Bell County Election Department							
Bill	05/25/2025	CoH 050325	General Election May 3, 2025	10-6305 Elections	1,683.96		1,683.96
Total Bell County Election Department					1,683.96	0.00	1,683.96
CTWP							
Bill	05/30/2025	39338312	agreement 019-1842852-000: Konica...	10-6125 Dues & Subscriptions	229.32		229.32
Total CTWP					229.32	0.00	229.32
EXTRACO TECHNOLOGY							
Bill	05/06/2025	528295		10-6125 Dues & Subscriptions	608.35		608.35
Bill	05/06/2025	528295		20-6125 Dues & Subscriptions	532.75		1,141.10
Total EXTRACO TECHNOLOGY					1,141.10	0.00	1,141.10
ExxonMobile Fleet/GECC							
Bill	05/06/2025	104661255		20-6265 Fuel	1,604.52		1,604.52
Total ExxonMobile Fleet/GECC					1,604.52	0.00	1,604.52

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Accrual Basis

City of Holland
Expenses by Vendor Detail

May 2025

Type	Date	Num	Memo	Account	Debit	Credit	Balance
Go To Communications, Inc							
Bill	05/01/2025	IN7103813727	CN-5015934-2403	10-6150 · Phone	105.40		105.40
Bill	05/01/2025	IN7103813727	CN-5015934-2403	20-6112 · Telephone	51.45		156.85
Total Go To Communications, Inc					156.85	0.00	156.85
GRAVES, HUMPHRIES, STAHL LTD							
Bill	05/01/2025	April 2025		40-5036 · Collections / GHS	1,734.41		1,734.41
Total GRAVES, HUMPHRIES, STAHL LTD					1,734.41	0.00	1,734.41
GUEVARA LAW PC							
Bill	05/02/2025	818		10-6130 · Legal	1,483.50		1,483.50
Bill	05/02/2025	818		40-5034 · Attorney & Judge Fees	1,911.00		3,394.50
Bill	05/30/2025	840		10-6130 · Legal	5,256.00		8,650.50
Bill	05/30/2025	840		40-5034 · Attorney & Judge Fees	1,092.00		9,742.50
Total GUEVARA LAW PC					9,742.50	0.00	9,742.50
Havard Roofing							
Check	05/27/2025	9948	1/2 Down Payment for Community C...	10-6310 · Holland Community Center	26,175.84		26,175.84
Check	05/30/2025	9950	1/2 down payment Roof Replacement...	20-6171 · Repair & Maintenance	22,433.50		48,609.34
Check	05/30/2025	9951	1/2 (Final Payment) Roof Replacement...	20-6171 · Repair & Maintenance	22,433.50		71,042.84
Total Havard Roofing					71,042.84	0.00	71,042.84
Intuit							
Check	05/12/2025	DEBIT	QB monthly payroll per employee	10-6125 · Dues & Subscriptions	70.00		70.00
Total Intuit					70.00	0.00	70.00
KABLER AUTOMOTIVE							
Bill	05/22/2025	27101	2022 Chevy Tahoe - new battery	20-6225 · Repair & Maintenance	203.50		203.50
Total KABLER AUTOMOTIVE					203.50	0.00	203.50
Rinehart Real Estate Inspection Ser Inc							
Bill	05/07/2025	47736	409 Tabitha - Temp Elec pole	10-5002 · Inspection Fees	40.00		40.00
Bill	05/07/2025	47735	405 Tabitha - Temp Elec Pole	10-5002 · Inspection Fees	40.00		80.00
Bill	05/07/2025	47734	401 Tabitha - Temp Elec Pole	10-5002 · Inspection Fees	40.00		120.00
Bill	05/07/2025	47734	Travel Charge	10-5002 · Inspection Fees	26.00		146.00
Bill	05/09/2025	47753	Final - 425 Tabitha	10-5002 · Inspection Fees	100.00		246.00
Bill	05/09/2025	47753	Travel Charge	10-5002 · Inspection Fees	26.00		272.00
Bill	05/09/2025	47754	FEMP - 429 Tabitha	10-5002 · Inspection Fees	85.00		357.00
Bill	05/09/2025	47755	Final - 500 Tabitha	10-5002 · Inspection Fees	0.00		357.00
Bill	05/09/2025	47755	Final - 504 Tabitha	10-5002 · Inspection Fees	100.00		457.00
Bill	05/09/2025	47756	Final - 504 Tabitha	10-5002 · Inspection Fees	0.00		457.00
Bill	05/09/2025	47757	FEMP - 508 Tabitha	10-5002 · Inspection Fees	100.00		557.00
Bill	05/09/2025	47757	FEMP - 512 Tabitha	10-5002 · Inspection Fees	85.00		642.00
Bill	05/09/2025	47758	402 Josephine - Gas Yard Line	10-5002 · Inspection Fees	85.00		727.00
Bill	05/12/2025	47780	Travel Charge	10-5002 · Inspection Fees	0.00		727.00
Bill	05/12/2025	47780	508 Tabitha - Insulation	10-5002 · Inspection Fees	40.00		767.00
Bill	05/13/2025	47801	512 Tabitha - Insulation	10-5002 · Inspection Fees	26.00		793.00
Bill	05/13/2025	47802	305 Romberg - Electric	10-5002 · Inspection Fees	65.00		858.00
Bill	05/13/2025	47798		10-5002 · Inspection Fees	65.00		923.00
							988.00

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Accrual Basis

City of Holland
Expenses by Vendor Detail
May 2025

Type	Date	Num	Memo	Account	Debit	Credit	Balance
Bill	05/13/2025	47798	Travel Charge	10-5002 · Inspection Fees	26.00		1,014.00
Bill	05/13/2025	47799	307 Romberg - Electric	10-5002 · Inspection Fees	65.00		1,079.00
Bill	05/13/2025	47800	429 Tabitha - Insulation	10-5002 · Inspection Fees	65.00		1,144.00
Bill	05/14/2025	47818	616 Sumnera - Insulation	10-5002 · Inspection Fees	65.00		1,209.00
Bill	05/14/2025	47817	616 Sumnera - FEMP (reinspection)	10-5002 · Inspection Fees	43.00		1,252.00
Bill	05/14/2025	47817	travel charge	10-5002 · Inspection Fees	26.00		1,278.00
Bill	05/15/2025	47828	500 W Travis - Electric	10-5002 · Inspection Fees	65.00		1,343.00
Bill	05/15/2025	47828	Travel Charge	10-5002 · Inspection Fees	26.00		1,369.00
Bill	05/15/2025	47827	19070 FM 1123 - Foundation	10-5002 · Inspection Fees	65.00		1,434.00
Bill	05/15/2025	47827	Travel Charge	10-5002 · Inspection Fees	26.00		1,460.00
Bill	05/16/2025	47848	413 Tabitha - Final	10-5003 · Engineering Fees	100.00		1,560.00
Bill	05/16/2025	47848	413 Tabitha - Irrigation	10-5003 · Engineering Fees	65.00		1,625.00
Bill	05/16/2025	47848	405 Tabitha - Plumbing Rough	10-5002 · Inspection Fees	65.00		1,690.00
Bill	05/16/2025	47846	421 Tabitha - Final	10-5002 · Inspection Fees	100.00		1,790.00
Bill	05/16/2025	47850	421 Tabitha - Irrigation	10-5002 · Inspection Fees	65.00		1,855.00
Bill	05/16/2025	47847	409 Tabitha - Plumbing Rough	10-5002 · Inspection Fees	65.00		1,920.00
Bill	05/16/2025	47845	401 Tabitha - Plumbing Rough	10-5002 · Inspection Fees	65.00		1,985.00
Bill	05/16/2025	47845	Travel Charge	10-5002 · Inspection Fees	26.00		2,011.00
Bill	05/16/2025	47849	417 Tabitha - Final	10-5002 · Inspection Fees	100.00		2,111.00
Bill	05/16/2025	47849	417 Tabitha - Irrigation	10-5002 · Inspection Fees	65.00		2,176.00
Bill	05/21/2025	47860	Manufactured Housing - 235 Old Vilas	10-5002 · Inspection Fees	65.00		2,241.00
Bill	05/21/2025	47860	Travel Charge	10-5002 · Inspection Fees	26.00		2,267.00
Bill	05/22/2025	47881	Foundation - 405 Tabitha	10-5002 · Inspection Fees	65.00		2,332.00
Bill	05/22/2025	47881	Foundation - 401 Tabitha	10-5002 · Inspection Fees	0.00		2,332.00
Bill	05/22/2025	47880	Foundation - 409 Tabitha	10-5002 · Inspection Fees	65.00		2,397.00
Bill	05/22/2025	47882	Foundation - 409 Tabitha	10-5002 · Inspection Fees	26.00		2,423.00
Bill	05/22/2025	47882	Water/Sewer Yardlines - 409 Tabitha	10-5002 · Inspection Fees	0.00		2,488.00
Bill	05/22/2025	47885	Water / Sewer Lines - 405 Tabitha	10-5002 · Inspection Fees	80.00		2,568.00
Bill	05/22/2025	47884	Water / Sewer Lines - 401 Tabitha	10-5002 · Inspection Fees	0.00		2,568.00
Bill	05/22/2025	47884	Water/Sewer Lines - 401 Tabitha	10-5002 · Inspection Fees	80.00		2,648.00
Bill	05/22/2025	47883	FEMP - 19027 FM 1123 (Reinspection)	10-5002 · Inspection Fees	0.00		2,728.00
Bill	05/22/2025	47883	Travel Charge	10-5002 · Inspection Fees	85.00		2,728.00
Bill	05/28/2025	47927	Travel Charge	10-5002 · Inspection Fees	26.00		2,813.00
Total Rinehart Real Estate Inspection Ser Inc					2,839.00	0.00	2,839.00
Shred America Texas LLC							
Bill	05/02/2025	TX36476		10-6110 · Office Expense	35.00		35.00
Total Shred America Texas LLC					35.00	0.00	35.00
SIMPLISAFE							
Check	05/10/2025	DEBIT	monthly core monitoring	10-6125 · Dues & Subscriptions	34.55		34.55
Total SIMPLISAFE					34.55	0.00	34.55
SPECTRUM ENTERPRISE							
Bill	05/21/2025	184256601		20-6145 · Utilities	170.67		170.67
Total SPECTRUM ENTERPRISE					170.67	0.00	170.67

8:43 AM

06/18/25

Accrual Basis

City of Holland
Expenses by Vendor Detail

May 2025

Type	Date	Num	Memo	Account	Debit	Credit	Balance
Tax Appraisal District Bill	05/28/2025	Q4 2025	2025 Tax Unit Fee Q4	10-5011 · Taxes	653.09		653.09
Total Tax Appraisal District					653.09	0.00	653.09
Texas Workforce Commission Check	05/08/2025	ACH		10-5013 · Texas Unemployment	378.29		378.29
Total Texas Workforce Commission					378.29	0.00	378.29
THOMAS REUTERS Bill	05/01/2025	851857576		20-6125 · Dues & Subscriptions	181.91		181.91
Total THOMAS REUTERS					181.91	0.00	181.91
TXU Energy Bill	05/16/2025	055778417236		10-6311 · Utilities	313.45		313.45
Bill	05/24/2025	054007815961	General	10-6145 · Utilities	1,909.09		2,222.54
Bill	05/24/2025	054007815961	Fire Dept	10-6145 · Utilities	291.91		2,514.45
Bill	05/24/2025	052003778909 (1)	Missed on bill	10-6145 · Utilities	768.86		3,283.31
Total TXU Energy					3,283.31	0.00	3,283.31
Verizon Wireless Bill	05/28/2025	6114547543		20-6112 · Telephone	287.67		287.67
Bill	05/28/2025	6114547543		10-6150 · Phone	1,474.49		1,762.16
Total Verizon Wireless					1,762.16	0.00	1,762.16
Woody RV Rentals LLC Check	05/28/2025	DEBIT	deposit for RV Rental during Corn Fe...	20-6142 · Community Events	150.00		150.00
Total Woody RV Rentals LLC					150.00	0.00	150.00
TOTAL					99,378.86	37.99	99,340.87

8:32 AM

06/18/25

Accrual Basis

City of Holland Water & Sewer
Profit & Loss Budget vs. Actual
 October 2024 through May 2025

	Oct '24 - May 25	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
20-4000 · Water Sales	273,662.44	707,500.00	-433,837.56
20-4100 · Sewer Charges	120,840.00	176,300.00	-55,460.00
20-4200 · Garbage	126,707.00	184,100.00	-57,393.00
20-4300 · Water & Sewer Tap Fees	166,000.00	30,000.00	136,000.00
20-4305 · Late & Reconnect Fees	16,768.26	22,000.00	-5,231.74
20-4315 · Miscellaneous Revenue	16,422.69	900.00	15,522.69
Total Income	720,400.39	1,120,800.00	-400,399.61
Gross Profit	720,400.39	1,120,800.00	-400,399.61
Expense			
Adminstration			
50-6105 · Advertising	857.81	500.00	357.81
50-6110 · Office Supplies	2,343.69	3,800.00	-1,456.31
50-6120 · Bank Charges	194.73	850.00	-655.27
50-6125 · Dues & Subscriptions	3,558.15	2,500.00	1,058.15
50-6150 · Phone	1,811.91	2,500.00	-688.09
50-6155 · Training	1,457.50	1,200.00	257.50
50-6160 · Postage & Printing	1,254.50	3,000.00	-1,745.50
50-6170 · Uniforms			
Boot Reimbursement Program	129.11	300.00	-170.89
50-6170 · Uniforms - Other	2,866.47	6,500.00	-3,633.53
Total 50-6170 · Uniforms	2,995.58	6,800.00	-3,804.42
50-6175 · Shop Expense	5,632.52	35,000.00	-29,367.48
50-6182 · Utilities	20,849.11	32,700.00	-11,850.89
Total Adminstration	40,955.50	88,850.00	-47,894.50
Insurance			
50-6245 · Insurance - Unemployment	1,400.04	2,200.00	-799.96
Total Insurance	1,400.04	2,200.00	-799.96
Materials & Supplies			
50-6205 · Water Supplies	60,128.68	12,679.00	47,449.68
50-6210 · Sewer Supplies	23,525.77	11,664.00	11,861.77
Total Materials & Supplies	83,654.45	24,343.00	59,311.45
Personnel Services			
50-5001 · Salaries	124,638.72	160,702.00	-36,063.28
50-5010 · Payroll Taxes	9,866.46	19,350.00	-9,483.54
50-5020 · Retirement	10,839.81	13,059.00	-2,219.19
50-5030 · Health Insurance	29,433.14	42,130.00	-12,696.86
65-0560 · Payroll Expenses	4,400.00	0.00	4,400.00
Total Personnel Services	179,178.13	235,241.00	-56,062.87
Repairs & Maintenance			
50-6220 · Equipment	17,311.57	25,000.00	-7,688.43
50-6225 · Vehicle	14,702.37	25,000.00	-10,297.63
50-6230 · Water	13,565.80	15,000.00	-1,434.20
50-6235 · Sewer	6,185.25	15,000.00	-8,814.75
50-6236 · Road Repairs	445.72	0.00	445.72
Repairs & Maintenance - Other	0.00	35,000.00	-35,000.00
Total Repairs & Maintenance	52,210.71	115,000.00	-62,789.29
50-6206 · Trash Collections	83,900.06	145,000.00	-61,099.94
50-6255 · Water Purchases	122,180.98	180,000.00	-57,819.02
50-6260 · Sewer Permits	5,321.79	7,500.00	-2,178.21
50-7200 · Grant Expense	87,617.77	0.00	87,617.77
62-0231 · Office Expense	369.99		
Total Expense	656,789.42	798,134.00	-141,344.58
Net Ordinary Income	63,610.97	322,666.00	-259,055.03

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06/18/25

Accrual Basis

City of Holland Water & Sewer Profit & Loss Budget vs. Actual

October 2024 through May 2025

	Oct '24 - May 25	Budget	\$ Over Budget
Other Income/Expense			
Other Income			
20-4310 · Interest Income	369.80	1,200.00	-830.20
20-4316 · Adjustments	-4,957.18		
Total Other Income	-4,587.38	1,200.00	-5,787.38
Other Expense			
62-0241 · Transfers	-70,000.00		
62-0412 · Tractor/Shredder - Note	-746.77	11,300.00	-12,046.77
62-7000 · Interest Expense - Debt	3,148.07		
6950 · Sewer Plant Improvement			
6950-20 · Interest	7,484.70	0.00	7,484.70
Total 6950 · Sewer Plant Improvement	7,484.70	0.00	7,484.70
Total Other Expense	-60,114.00	11,300.00	-71,414.00
Net Other Income	55,526.62	-10,100.00	65,626.62
Net Income	119,137.59	312,566.00	-193,428.41

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06/18/25

Accrual Basis

City of Holland Water & Sewer Expenses by Vendor Detail

May 2025

Type	Date	Num	Memo	Account	Debit	Credit	Balance
ACT Pipe and Supply							
Bill	05/31/2025			50-6205 · Water Supplies	52.53		52.53
Total ACT Pipe and Supply					52.53	0.00	52.53
Al Clawson Disposal, Inc							
Bill	05/01/2025	748359	customer# 10-47094 7	50-6206 · Trash Collections	10,444.16		10,444.16
Total Al Clawson Disposal, Inc					10,444.16	0.00	10,444.16
ALLSTATE BENEFITS							
Check	05/23/2025	ACH	Period 06/2025	50-5030 · Health Insurance	2,570.76		2,570.76
Total ALLSTATE BENEFITS					2,570.76	0.00	2,570.76
AQUA-TECH LABORATORIES							
Bill	05/29/2025	77417	April 2025 Anaiysis- sewer ...	50-6235 · Sewer	619.50		619.50
General Journal	05/30/2025	BGFN AS 1		50-6210 · Sewer Supplies		477.50	142.00
Total AQUA-TECH LABORATORIES					619.50	477.50	142.00
Central Texas Water Supply							
Bill	05/30/2025	May2025	2,179,316 total gallons taken	50-6255 · Water Purchases	12,862.08		12,862.08
Total Central Texas Water Supply					12,862.08	0.00	12,862.08
City of Round Rock Environmental							
Bill	05/08/2025	6-0425		50-6205 · Water Supplies	50.00		50.00
Total City of Round Rock Environmental					50.00	0.00	50.00
Core & Main							
Bill	05/16/2025	W868988		50-6205 · Water Supplies	530.32		530.32
Credit	05/26/2025	W422536	returned material - ref invoic...	50-6205 · Water Supplies		412.57	117.75
Bill	05/29/2025	W886812		50-6205 · Water Supplies	990.50		1,108.25
Total Core & Main					1,520.82	412.57	1,108.25
DSHS Central Lab MC2004							
Bill	05/05/2025			50-6205 · Water Supplies	439.00		439.00
Total DSHS Central Lab MC2004					439.00	0.00	439.00
EXXON MOBIL							
Bill	05/06/2025	104661255	Fuel	50-6225 · Vehicle	729.45		729.45
Total EXXON MOBIL					729.45	0.00	729.45
First Financial Bank, N.A.							
Check	05/16/2025	ACH	conf# 30PVLH4SA01 (accl...	62-2412 · Water Meter Loan Paid Out	19,907.59		19,907.59
Total First Financial Bank, N.A.					19,907.59	0.00	19,907.59
Hamer Enterprise Corp							
Deposit	05/02/2025	13323	412, 416, 420 Tabitha - wa...	20-4300 · Water & Sewer Tap Fees		12,000.00	-12,000.00
Deposit	05/02/2025	13322	412 416 420 Tabitha - Sew...	20-4300 · Water & Sewer Tap Fees		12,000.00	-24,000.00
Total Hamer Enterprise Corp					0.00	24,000.00	-24,000.00
Horizon Bank							
Check	05/15/2025	ACH	MAY 2025 Interest: \$	62-0412 · Tractor/Shredder - Note	194.18		194.18
Total Horizon Bank					194.18	0.00	194.18
Keith's Ace Hardware							
Bill	05/21/2025	082251	Ball Mount Hitch	50-6225 · Vehicle	71.96		71.96
Total Keith's Ace Hardware					71.96	0.00	71.96
L&C Repair							
Bill	05/20/2025	1526-17	oil changed and patched tire	50-6225 · Vehicle	140.00		140.00
Bill	05/27/2025	1526-24	Backhoe - 2 new front tires	50-6225 · Vehicle	975.00		1,115.00
Total L&C Repair					1,115.00	0.00	1,115.00
MARC							
Bill	05/14/2025	0848859-IN		50-6210 · Sewer Supplies	1,335.17		1,335.17
Bill	05/16/2025	0849359-IN	Nitrile Grip-Orange Gloves ...	50-6210 · Sewer Supplies	80.93		1,416.10
Total MARC					1,416.10	0.00	1,416.10
nexbillpay							
General Journal	05/30/2025	BGFN AS 1		50-6125 · Dues & Subscriptions		1.40	-1.40
Total nexbillpay					0.00	1.40	-1.40
Pitney Bowes Purchase Power							
Bill	05/01/2025			50-6160 · Postage & Printing	250.00		250.00
Total Pitney Bowes Purchase Power					250.00	0.00	250.00
Sam's							
Check	05/27/2025	DEBIT	Liquid IV Hydration & Gator...	50-6110 · Office Supplies	173.32		173.32
Total Sam's					173.32	0.00	173.32

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06/18/25

Accrual Basis

City of Holland Water & Sewer Expenses by Vendor Detail

May 2025

Type	Date	Num	Memo	Account	Debit	Credit	Balance
Texas Workforce Commission							
Check	05/08/2025	ACH		50-6245 · Insurance - Unemployment	248.04		248.04
Total Texas Workforce Commission					248.04	0.00	248.04
TXU Energy							
Bill	05/24/2025	05400785961		50-6182 · Utilities	2,269.90		2,269.90
Total TXU Energy					2,269.90	0.00	2,269.90
UNIFIRST							
Bill	05/05/2025	2940115273		50-6170 · Uniforms	35.62		35.62
Bill	05/12/2025	2940116002		50-6170 · Uniforms	43.42		79.04
Bill	05/19/2025	2940116900		50-6170 · Uniforms	33.92		112.96
Bill	05/26/2025	2940117720		50-6170 · Uniforms	31.60		144.56
Total UNIFIRST					144.56	0.00	144.56
Utility Service Co. Inc							
Bill	05/01/2025	624747		50-6230 · Water	1,172.37		1,172.37
Total Utility Service Co. Inc					1,172.37	0.00	1,172.37
Verizon							
Bill	05/26/2025	6114547543		50-6150 · Phone	157.88		157.88
Total Verizon					157.88	0.00	157.88
TOTAL					56,409.20	24,891.47	31,517.73

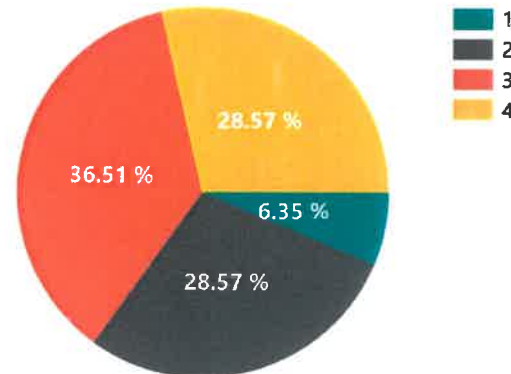
Monthly Report - HPD

Previous Month



Event Priority	Event Count
1	4
2	18
3	23
4	18
Total	63

Event Priority



Event Priority	Response Time	Start To Add Time	Add To Disp Time	Disp To En Rte Time	En Rte To Arv Time	Arv To Close Time
1	1395	12	102	0	1395	2014
2	113	40	309	87	168	3373
3	421	77	723	90	248	2111
4	0	0	0			1634

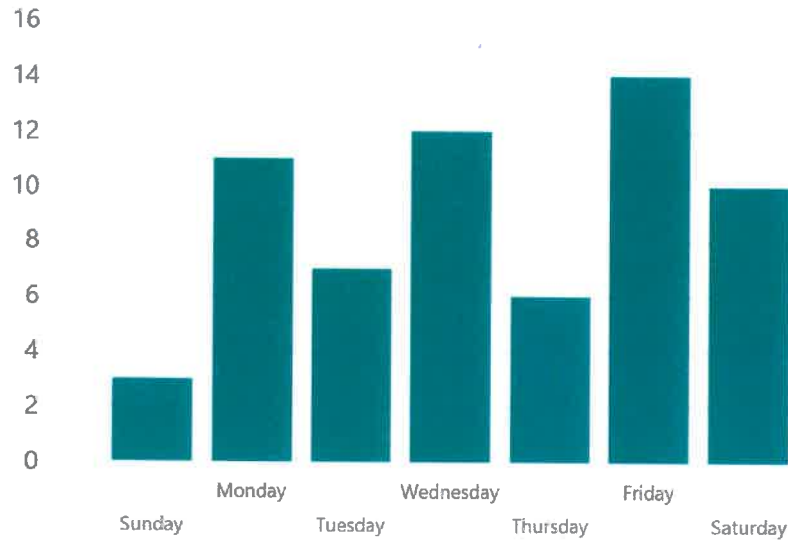
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Monthly Report - HPD

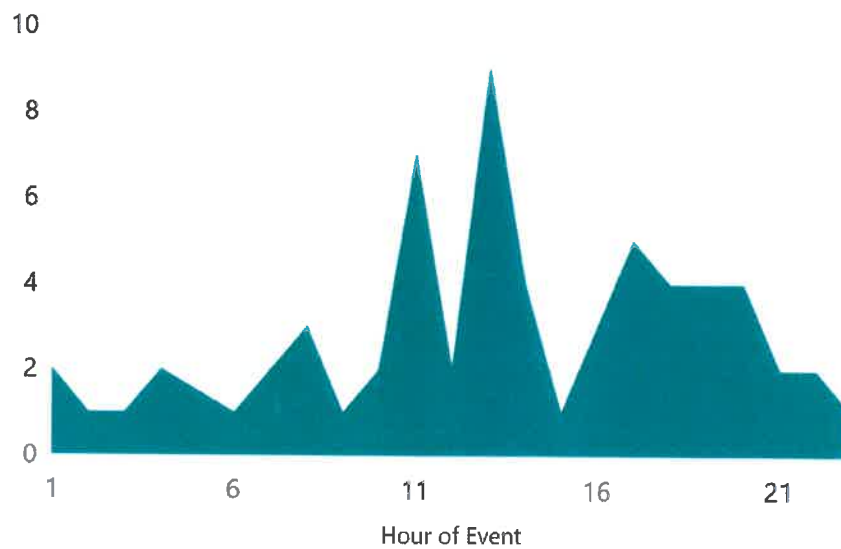
Previous Month



Event Counts by Day of Week



Event Counts by Hour of Day (24 hour)



Monthly Report - HPD

Previous Month



Event Counts by Type

Event Type	Event Count
TRAFFIC STOP	11
CITIZEN CONTACT	7
ASSAULT/SEXUAL ASSAULT/DOMESTIC	7
SUSPICIOUS	5
911	5
ANIMAL	4
SICK PERSON	3
TRANSFORMER ARCING	2
STROKE	2
HARASSMENT-PHONE/WRITING	2
UNCONSCIOUS/FAINTING (NEAR)	2
PSYCHIATRIC/ABNORMAL BEHAVIOR/SUICIDE ATTEMPT	1
BURG BLDG COMMERCIAL/RESIDENTIAL	1
AGENCY ASSIST	1
BURGLARY OF A VEHICLE OR OTHER	1
TRAFFIC/TRANSPORTATION ACCIDENTS	1
SHOTS FIRED	1
WARRANT SERVICE	1
RECKLESS DRIVER	1
CHEST PAIN (NON-TRAUMATIC)	1
FALLS	1
DISTURBANCE	1
ABDOMINAL PAIN/PROBLEMS	1
VIOLATION CITY/CNTY ORDNANCE	1
Total	63

Monthly Report - HPD

Previous Month



Top 25 Event Locations

Event Location	Event Count
505 N LEXINGTON ST HLND	4
305 S LEXINGTON ST HLND	3
N FRANKLIN ST/LIVE OAK ST HLND	2
616 JOSEPHINE ST HLND: @HOLLAND HOUSE APARTMENTS	2
LL(30:52:51.9528,-97:24:25.6466)::WPH2: EST 405 JOSEPHINE ST HLND	2
214 LATHAM CIR HLND	2
616 JOSEPHINE ST HLND,313: @HOLLAND HOUSE APARTMENTS	2
ROMBERG LN/S HOGAN ST HLND	2
N FRANKLIN ST/HILL ST HLND: alias STATE HIGHWAY 95/HILL	2
404 PEGRAM ST HLND	1
525 HARPER ST HLND	1
EL PASO ST/S FRONT ST HLND	1
205 N FRANKLIN ST HLND: @EXXON	1
21625 STATE HIGHWAY 95 BELL: alias 21625 SH 95 BELL	1
604 JOSEPHINE ST HLND	1
104 S MAIN ST BLTN: @BCSO	1
204 S HACKBERRY ST HLND: @HOLLAND ISD	1
1030 NORWOOD PARK BLVD:@WALMART	1
616 JOSEPHINE ST HLND,212: @HOLLAND HOUSE APARTMENTS	1
JOSEPHINE ST/SUMBERA ST HLND	1
400 N FRANKLIN ST HLND	1
322 S AUSTIN ST HLND	1
FANNIN ST/S FRANKLIN ST HLND	1
102 W TRAVIS ST HLND	1

Monthly Report - HPD

Previous Month



521 SUMBERA ST HLND	1
S HOGAN ST/ROMBERG LN HLND	1
514 SUMBERA ST HLND	1
103 KELLEY ST HLND	1
200 SMITH DR HLND	1
LL(30:53:00.4883,-97:24:37.9260): EST 209 DIXIE DR HLND	1
LL(30:52:54.6563,-97:24:19.9297): EST 306 PEGRAM ST HLND	1
501 TABITHA LN HLND:WPH2	1
LL(30:52:39.8639,-97:24:07.2613): EST 103 S FRANKLIN ST HLND	1
419 N FRANKLIN ST HLND: @HOLLAND SCRAP AND METAL	1
STATE HIGHWAY 95/FM 2268 BELL: alias SH 95/FM 2268 BELL	1
108 SMITH DR HLND	1
602 W TRAVIS ST HLND	1
616 JOSEPHINE ST HLND,115: @HOLLAND HOUSE APARTMENTS	1
CR 387/STATE HIGHWAY 95 WLMN	1
616 JOSEPHINE ST HLND,213: @HOLLAND HOUSE APARTMENTS	1
LL(30:53:09.0059,-97:24:40.4341): 2268/HAWTHORNE	1
205 N FRANKLIN ST HLND: @DOUBLE K DRIVE IN	1
LL(30:52:45.1955,-97:24:13.9788): EST 108 W TRAVIS ST HLND	1
308 N FRONT ST HLND	1
300 JOSEPHINE ST HLND	1
301 N LEXINGTON ST HLND	1
LL(30:52:35.3820,-97:24:31.9033): EST 406 SHERYL ST HLND	1
109 S AUSTIN ST HLND	1
200 S FRANKLIN ST HLND: @CHIEFS LIQUOR	1
ELLIS PASS/TABITHA LN HLND	1
101 S FRANKLIN ST HLND: @GUYS	1
Total	63

Monthly Report - HPD

Previous Month



City of Holland Monthly Report Out

MAY 2025

Police Activity:

- Traffic Contacts: 353
- Traffic Citations: 178

Arrests: 3

- Burglary of Vehicle
- Warrant
- Deadly Conduct (Dog was killed unlawfully)

Reports: 3

- 2 Evading Arrest on Motorcycles (Flock Cameras identified drivers)
- Domestic Disturbance
- Criminal Mischief
- Recovered Stolen Motorcycle

H.P.D

Honesty

Professionalism

Dedication

City of Holland Monthly Report Out

MAY 2025

Monthly Chief Overview:

- Monthly NIBRS crime statistics reported to DPS per regulatory requirements.
- Moved all evidence from lockers to a secured and monitored evidence room to appropriately keep count of all evidence.
- Continued meetings regarding grants obtained through MVCPA
- Submitted FY26 MVCPA Grant

H.P.D

Honesty

Professionalism

Dedication

6/2/2025

10:05:22AM

Reprinted for:

5/31/2025

System Totals Report

City of Holland

Water Pumped This Month

2,179,316 Gallons

Water Sold This Month

3,357,680 Gallons

Water Used for Fire and Flushing Line

28,100 Gallons

Water Loss

-1,206,464 Gallons

Water Loss (%)

-55.36 %

	Amount (\$)	# Of Accounts
Total Water	35,750.93	484
Total Sewage	15,569.51	451
Total Garbage	15,800.72	425
Total Late Fee	2,025.00	81
Total Reconnect Fee	306.18	9
Total Adjustments	445.18	3
Total Voluntary Fire	452.00	452
Total Sales Tax	1,141.25	415
Total Current Charges	71,490.77	492

Amount Past Due 1-30 Days	402.31	4
Amount Past Due 31-60 Days	100.56	2
Amount Past Due Over 60 Days	102.56	2
Amount Of Overpayments/Prepayments	(4,338.12)	94
Total Receivables	67,758.08	487

Total Receipts On Account	72,734.08	484
Net Change in Deposits	319.22	13
Amount of All Deposits	67,546.65	409

Turned Off Accounts (Amount Owed)	0.00	19
Collection Accounts (Amount Owed)	491.23	466
Number Of Unread (Turned On) Meters		

Average Usage For Active Meters	6,811	493
Average Water Charge For Active Meters	73.87	484

Usage Groups	Gallons	# Of Accounts	Usage	Gallons	% Of Usage	% Of Sales
Over 50,000		6	1,296,870		38.62	14.20
40,001-50,000		1	47,390		1.41	1.08
30,001-40,000		5	169,940		5.06	3.97
20,001-30,000		5	129,950		3.87	3.13
10,001-20,000		21	288,520		8.59	7.71
8,001-10,000		17	152,940		4.56	4.54
6,001-8,000		36	242,450		7.22	7.91
4,001-6,000		106	512,320		15.26	19.00
2,001-4,000		128	388,130		11.56	18.46
1-2,000		139	129,170		3.85	17.36
Zero Usage		29	0		0.00	2.51
Total Meters		493	3,357,680		100.00	99.87

6/2/2025

10:05:22AM

Reprinted for: 5/31/2025

System Totals Report

City of Holland

Monthly Reconciliation

Ending Receivables (Last Month)		69,001.39
Sales this Month	+	71,045.59
Adjustments this Month		445.18
Less Payments this Month	-	<u>72,734.08</u>
	=	67,758.08
Total Receivables		67,758.08
Ending Deposits (Last Month)		67,227.43
Changes this Month		<u>319.22</u>
	=	67,546.65
Total Deposits		67,546.65

City of Holland
Public Works Report
Council Meeting 6-23-2025

It has been quite busy for us this past month. We have seen above normal rainfall these past couple months and this has been problematic for the Drainage and Sewer Systems.

Our drainage has been overwhelmed on 2 different occasions. This caused areas to flood, particularly on W Travis from Rose Streets to Front Street. The Hackberry Ditch has been taking on more water than usual. When this happens, it causes backups at W Travis and Hackberry all the way to Joesphine to Around Apts. Upon further investigation it seems that more water is coming from the Holland Estates area and the Farmlands that our North and Northwest of the City. New areas of Flooding were noticed in Areas north of town because of this as well. Thankfully, I have not received reports of water going into homes.

This excessive rainfall has played havoc on our Lift Station on Old Vilas. We had 2 overflow situations. The last one causes damage to the pumps. Not only did we lose a pump, but we also had electrical issues in the control panel for the lift station. Thankfully we had a new pump on standby to replace the bad pump. Once that was completed, the lift station returned to normal operations. The bad pump is with Jerugersons Pump, and they are currently looking into what it will take to make the pump good again and go on to stand by service.

There were no new leaks to report for the past month.

The water system is running as usual.

The wastewater system, particularly the treatment plant (ponds), has been a little tough as well. The warmer weather has caused warmer water temps which in return changes the state of the wastewater. Been fighting higher than usual ph. and low Dissolved Oxygen. The ph is a little easier to fix by dosing the water coming out with sulfuric acid. The DO is a bit tougher to get back up. Currently looking into cost efficient options to remedy this.

Couple things to notated

- I went to another CTWSC meeting on the proposed raw water expansions project. The initial phase of their proposed project looks like it will cost the city roughly \$4,800 per year to assist in paying back the loan they take for the project. In return, the city, which currently has 2% of the raw water in Stillhouse Lake will gain an additional 3.2% which will increase the secured raw water to 5.2% total. This will need approval from council to proceed forward. My opinion is that we wait to approve until the new physical year starts 10-1-2025. This allows us to make sure the funds are budgeted. Dont need approval until November 2025.

City of Holland
Public Works Report
Council Meeting 6-23-2025

- June 26th I will be attending the Brazos River Authority water rate increase meeting in Waco. There are more water rate increases coming for FY 25-26. These increases will be effective for the next budget year as well; I will have more information to provide at the next meeting.
- CCR's (Consumer Confidence Report) for 2024 has been completed and distributed. If you have any questions regarding it, I would be more than happy to answer them.
- Blaine Dickey started work on June 9th, 2025. So far everything has been good.

Work Orders

6/16/2025

Ftr ID	WO#	Status	Title	Description	Data	Type	Date Created	Date Started	Date Completed	Date Planned	Asset	Recurring
1	W1001	Completed	Basic Work Order	Mow The Ditch	mowed	Basic Work Order	2025-06-03 09:38:53	2025-06-03 10:45:29	2025-06-03 10:45:29	2025-06-03		
2	W1002	Completed	mow ditch on Hackberry	Mow the ditch	ditch mowed and sprayed	Basic Work Order	2025-06-03 10:03:04	2025-06-05 14:49:31	2025-06-05 14:49:31	2025-06-03	561018:1	
5	W1005	Planned	311 Hackberry Sewer Line Replacement	Sewer Line Replacement		Basic Work Order	2025-06-04 08:43:30			2025-06-10	561012:792	
4	W1004	Completed	Meter Read	I need a meter read for this account so I can finalize Lennar Homes and put it in the new owners name.		Basic Work Order	2025-06-04 08:40:13	2025-06-04 09:36:45	2025-06-04 09:36:45	2025-06-04	561012:320	
6	W1006	Completed	616 Sumbera - Water & Sewer Taps	install water and sewer taps		Basic Work Order	2025-06-04 08:54:42	2025-06-04 14:23:56	2025-06-05 13:40:56	2025-06-03		
7	W1007	Planned	400 Tabitha install Water & Sewer Taps	install Water & Sewer Taps LOT# 48		Basic Work Order	2025-06-04 08:58:19	2025-06-16		2025-06-04		

9	W1009	Completed	Lift Station Outage	Lift Station Repair needed/Power loss	Pumps checked/ electric resolved/ pump #1 out of service Pump 1 & 2 back in service. Lift Station return to normal	Basic Work Order	2025- 06-04 09:30:50	2025- 06-03 13:43:24	2025-06- 06 14:08:25	2025- 06-03	561026:1	
11	W1011	Completed	Basic Work Order	525 Harper Water turn on with meter read meter Id 1549101714		Basic Work Order	2025- 06-04 12:04:52	2025- 06-05 13:43:24	2025-06- 05 13:43:24	2025- 06-04	561021:411	
12	W1012	Completed	Basic Work Order	519 Harper meter read and turn on 1549090756		Basic Work Order	2025- 06-04 13:36:21	2025- 06-04 14:27:34	2025-06- 04 14:27:34	2025- 06-04		
14	W1014	Completed	Basic Work Order	202 N Lexington Final meter read and lock	Meter Locked - Reading 236959.39	Basic Work Order	2025- 06-05 08:33:29	2025- 06-05 14:48:01	2025-06- 05 14:48:01	2025- 06-05		
15	W1015	Planned	Basic Work Order	Need to replace fire hydrant		Basic Work Order	2025- 06-05 14:51:21			2025- 06-05	796132:5	
16	W1016	Completed	Basic Work Order	Turn water off and lock Need to finalize account Meter # 1549121818 513 Harper		Basic Work Order	2025- 06-06 08:32:51	2025- 06-06 09:04:46	2025-06- 06 09:04:46	2025- 06-06		
17	W1017	Completed	Basic Work Order	202 n Lexington Turn water on. I have the		Basic Work Order	2025- 06-06 10:17:58	2025- 06-06 14:40:15	2025-06- 06 14:40:15	2025- 06-06		

18	W1018	Planned	Basic Work Order	Holland Cornfest Water turn on with a read please	reading already		Basic Work Order	2025-06-06 11:09:27				2025-06-06			
20	W1020	Completed	Dirt work - clean up	Resident is needing to know when the restoration will be done. After the water and sewer taps were installed 6/5/25 piles of dirt left behind	Cleaned up and locked		Basic Work Order	2025-06-06 12:46:01	2025-06-06 15:45:54	2025-06-06 15:45:54		2025-06-06			
21	W1021	Planned	Water Line Exposed in TxDOT ROW	Need to relocate exposed water line that is in TxDOT ROW ditch			Basic Work Order	2025-06-06 13:03:39				2025-06-06			
22	W1022	Started	Water line exposed in main drainage ditch	Water line exposed in ditch -	Water line belongs to 515 Sumbera Service from meter to home. Refer over to engineer for recommendations.		Basic Work Order	2025-06-06 13:08:47	2025-06-11 08:52:14			2025-06-06			
23	W1023	Completed	610 Harper Meter info	610 Harper. I need a meter read and	Meter ID - 1549171162.		Basic Work Order	2025-06-10 14:36:44	2025-06-11 08:46:44	2025-06-11 08:46:44		2025-06-12			

[illegible]

27	W1027	Planned	Basic Work Order	Stop sign need to be repaired or replaced.		Basic Work Order	2025-06-11 09:42:12			2025-06-11		
28	W1028	Completed	19055 FM 1123	Water meter installed		Basic Work Order	2025-06-12 14:47:49	2025-06-13 09:14:10	2025-06-13 09:14:10	2025-06-12		
29	W1029	Completed	Meter Turn on	Turn meter back on	Meter unlocked	Basic Work Order	2025-06-13 12:21:55	2025-06-13 16:37:51	2025-06-13 16:37:51	2025-06-13		
Count: 24												

May 2025

Permit Address	What Permit is for	Cost	Date
WM Roofing	Soliciting	\$50	5/1/2025
Innovate Roofing	Soliciting	\$25	5/1/2025
Xavier Roofing	Soliciting	\$25	5/1/2025
19070 FM 1123	Pergola and Storage Building	\$288	5/2/2025
407 Pegram	Fencing	\$50	5/2/2025
420 Tabitha	New Build	\$9,911	5/2/2025
416 Tabitha	New Build	\$9,911	5/2/2025
412 Tabitha	New Build	\$9,911	5/2/2025
402 Josephine	gas yard line	\$63	5/7/2025
613 Sumbera	New Roof	\$50	5/9/2025
305 Romberg	Electric	\$94	5/12/2025
307 Romberg	Electric	\$94	5/12/2025
Power House	Soliciting	\$25	5/19/2025
301 N lexington	Leveling Foundation	\$50	5/19/2025
420 Rueben	Solar	\$169	5/20/2025
429 Tabitha	Irrigation	\$188	5/28/2025
235 Old Vilas Rd	Mobile Home	\$326	4/15/2025
225 Old Vilas Rd	Mobile Home	\$326	5/29/2025

Total \$31,555



REQUEST TO PLACE AN ITEM ON

CITY COUNCIL AGENDA

The Holland City Council meets on the fourth Monday of each month at 6:00 p.m. in the Holland Community Center. Chapter 551 of the Texas Government Code (Texas Open Meetings Act) requires that a written notice of the date, hour, and location of every Council meeting, together with an agenda specifically describing all items to be considered, be posted seventy-two (72) hours in advance of such meeting on a bulletin board in City Hall accessible to the public day and night.

Prior to completing an agenda request, Council respectfully requests that every attempt has been made to resolve the problem through administrative channels.

A request to be on the Council agenda must be submitted to the City Secretary ***no later than 4:30 p.m. on the Monday, one (1) week before the scheduled City Council meeting date.*** The speaker or speakers for each request will be given a ***maximum of five (5) minutes*** at the meeting to present his or her subject matter to the City Council.

If you have any handouts for the City Council, please submit them along with this form so they can be distributed to the Council in advance.

Name of Speaker(s):

Zita Turner Bett

Organization (if any):

-None-

Mailing address:

603 Sumnera St

City, State, and Zip Code:

Holland, Texas 76534

Phone number where you can be reached during regular business hours:

254-654-1570

Subject matter to be included on the agenda (state law requires that the posted notice be specific)

If it is not listed, it cannot be discussed:

Discuss Late Fee waiver; No history of Late Payment on record; Circumstances at play to cause delay. Request one-time Fee waiver. The delay was only 2 days.

Thank you for your time.

Certification: I understand that the City Council retains the right to set the items for discussion at its meetings and further understand that my request will not be automatically placed on an agenda or may even be denied. I also understand that I may be requested to present additional information on my item, asked to consult with the appropriate City department, or take other action before my request is considered. I agree to attend the meeting at which my item may appear and make a presentation and/or answer questions.

Signature:

Zita Turner Bett

Date:

6/12/25

The **City of Holland, Texas Ordinance No. 2025-06** establishes new rules for keeping backyard chickens. Here are the key points:

Definitions Added

- **Backyard Chicken:** A hen kept for personal egg consumption.
- **Chicken Coop:** A weather-protected enclosure with a roof, floor, door, and connection to an exercise yard.
- **Exercise Yard:** A secure, enclosed area with at least 10 sq ft per chicken, not exceeding 120 sq ft total.

General Requirements

- Backyard chickens (hens only; **no roosters**) are allowed in **residential (R1) zones**.
- Residents can keep **3 to 6 hens**.
- Chickens must be confined in a **coop with an attached exercise yard**, located in the rear yard, and at least 75 feet from any neighboring residence.

Setback Exception

- A request to reduce the standard **200-foot setback** for other animals can be submitted to the **City Administrator**, but the **minimum allowed is 75 feet**.

Construction & Maintenance

- Permanent coops/yards require permits and inspections.
- Coops must be **kept sanitary**, and **chicken waste accumulation is prohibited**.
- **Nuisance odors and noise** are not allowed to affect neighbors.
- Chickens must be given **adequate food, water, and medical care**.

Roaming & Nuisances

- Chickens may roam freely **only under adult supervision and must remain on the owner's property**.
- It's an **offense** for chickens to cross onto neighboring property **without written permission**.

Let me know if you need a summary flyer, presentation slide, or specific language for a public notice or homeowner's guide based on this ordinance.



ORDINANCE NO. 2025-06-A

AN ORDINANCE OF THE CITY OF HOLLAND, TEXAS, AMENDING SECTION 90.01 - DEFINITIONS TO THE CODE OF ORDINANCES TO ADD DEFINITIONS OF "BACKYARD CHICKEN," "CHICKEN COOP," AND "EXERCISE YARD;" AMENDING SECTION 90.39 TO AUTHORIZE THE KEEPING OF BACKYARD CHICKENS; PROVIDING REGULATIONS REGARDING THE LOCATION AND MAINTENANCE OF BACKYARD CHICKENS; AND PROHIBITING BACKYARDS CHICKENS FROM WALKING OR FLYING ONTO ADJACENT PROPERTY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLAND, TEXAS AS FOLLOWS:

Section 1. Section 90.01 of the Code of Ordinances is amended to add the following definitions:

BACKYARD CHICKEN means a female chicken (hen) which is possessed or harbored to provide eggs and egg production for personal consumption by persons residing on the lot or tract where the Backyard Chicken is kept.

CHICKEN COOP means an enclosed structure constructed with three or more sides, with a roof or other cover capable of allowing chickens kept inside the coop to remain dry and protected from the elements and which provides direct access by an enclosed passage between the roosting area and any adjacent Exercise Yard. A Chicken Coop must have a floor and a door that allows the chickens to move back and forth between the Chicken Coop and the adjacent Exercise Yard.

EXERCISE YARD means an enclosed pen outside of the Chicken Coop in which chickens can move about in a confined space. The Exercise Yard must be covered with wire or solid material to ensure that chickens remain confined and are unable to escape. An Exercise Yard must have more than ten(10) square feet of surface area for each Backyard Chicken that is kept within the Exercise Yard and shall not exceed a total of one hundred twenty (120) square feet in area.

Section 2. Keeping Animals, Fowl and Bees Other Than Swine or Hares of the Code of Ordinances is amended to read as follows:

A. It shall be unlawful for any person to introduce, keep, or maintain any guinea fowl, horses, mules, donkeys,

cattle, goats, sheep, chickens, turkeys, geese, ducks, or pigeons, bees, or the feed or feed area for such in any pen, barn, building, or structure, excluding property perimeter fences within the City limits, within two hundred feet (200') of the residence of any person other than the owner. In the event the property owner can establish that the literal application of this section to the particular circumstances of his property present an unreasonable burden, said property owner may request a permit by letter to the City Administrator. The City Administrator will review such request and may approve an exception to the two hundred foot (200') distance required above; however, the minimum distance shall not be less than seventy-five feet (75'). In reviewing such request, the City Administrator will consider the health and safety of all adjacent property owners, as well as issues relating to noise, sanitation and privacy. Such permits shall be revocable at will upon ninety (90) days notice or upon lesser notice if the City Administrator deems such revocation to be necessary to protect the public health or safety or public property.

B. The following provisions shall apply to the keeping of Backyard Chickens:

1. A property owner, or the occupant of property that has obtained written permission from the property owner, may possess not less than three (3) nor more than six (6) Backyard Chickens on residential property located in areas zoned R1 provided that the Backyard Chickens are confined in an enclosed Chicken Coop with Exercise Yard attached which is located no less than seventy-five feet (75') from any building or dwelling occupied by a person other than the owner of the Backyard Chickens.

2. A person keeping Backyard Chickens shall comply with the following regulations:

(a) No more than one (1) Chicken Coop and Exercise Yard is permitted on a residential tract and the Chicken Coop and Exercise Yard must be located in the rear yard of the residential tract not less than seventy-five feet (75') from any building or dwelling occupied by a person other than the owner of the Backyard Chickens.

(b) The Chicken Coop and Exercise Yard must be maintained in a sanitary condition and the accumulation of chicken waste on the property is prohibited.

(c) Any person building a permanent non-moveable Chicken Coop and/or Exercise Yard must obtain any necessary permits and inspections through the City as required prior to construction.

(d) Nuisance odors and excessive noise shall not be allowed to travel beyond the property line and disturb neighbors of ordinary sensibilities.

(e) Adequate food, water and medical treatment shall be provided to any Backyard Chickens maintained within the City limits of the City of Holland.

(f) No roosters (male chickens) can be kept or maintained within the City limits of the City of Holland. It shall be a defense to the prosecution of a violation of this section if on the date of the offense the rooster was sixty (60) days old or younger.

(g) When a person eighteen (18) years of age or older is physically present to supervise the Backyard Chickens, such Backyard Chickens may be allowed to roam outside of the confines of the Chicken Coop and Exercise Yard for so long as the Backyard Chickens do not leave the tract of property upon which the Backyard Chickens are kept or cross any property line onto a tract of property other than that upon which the Backyard Chickens are kept.

3. It is an offense to allow any Backyard Chickens to walk or fly onto any tract of property adjacent to the property upon which the Backyard Chickens are kept unless the adjacent property is owned by the owner of the Backyard Chickens or the owner of the Backyard Chickens has written consent authorizing the Backyard Chickens to cross onto an adjacent tract of property.

PASSED on this the _____ day of _____, 2025.

CITY OF HOLLAND, TEXAS

Johnny Kallus, Mayor

Sandra Dickey, City Secretary

ORDINANCE 2025-06-B

CITY OF HOLLAND

Water and Sewer

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOLLAND, TEXAS, CREATING POLICY AND PROCEDURES FOR UTILITIES UNDER AMENDING ORDINANCE NO. 08*23*21-A. WATER AND SEWER RATES AND COLLECTION; RESCINDING ORDINANCES, RULES, AND POLICIES IN CONFLICT; ADOPTING UTILITY SERVICE REGULATIONS FOR UTILITY SERVICES PROVIDED BY THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, this ordinance incorporates statutory requirements and current procedures.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLAND:

Chapter 22 UTILITIES

ARTICLE I. IN GENERAL

Sec. 22-1. Policy on methods of sewage disposal.

- (a) It shall be unlawful to dispose of any human excreta within the city except in a sanitary water flush closet connected to the city sanitary sewer system or to a septic tank meeting the Bell County Health District requirements or a chemical toilet or concrete vault toilet according to the specifications of the state department of health.
- (b) The minimum lot size for septic tank or similar sewage disposal facility shall be one (1) acre provided the septic tank and lateral lines must be placed a minimum of one hundred (100) feet horizontal distance and two (2) feet vertical distance from any one-hundred-year flood plain as defined by the most current FEMA Study indicating One-Hundred-year Flood Plains for Bell County.
- (c) This shall be effective within the extraterritorial jurisdiction of the city.

Sec. 22-2. Connections.

- (a) All primary use structures shall be connected to city water and sewer utilities, except:
 - (l) Where sanitary sewer is not within five hundred (500) feet of an existing structure or an existing lot of record or building lot, but water mains are in place, and where an alternative wastewater disposal system is permitted by the Bell County Health Department the requirement for connection to sewer will be waived. In the event a sanitary sewer main is constructed to within two hundred (200) feet of said property, the city reserves the right to require connection to the main. This exception shall not apply to new subdivisions or existing plated subdivisions where the usual utility and street facilities have not been constructed.
- (b) Connections will not be made outside the city's incorporated boundaries.

Sec. 22-3. Connection to public sewer when available.

Every building intended for human habitation or occupancy abutting on a street or alley in which there is a public sewer or which is within two hundred (200) feet of a public sewer shall be connected to the sewer by the owner of the premises in the most direct manner possible and with a separate connection for each house or building.

Sec. 22-4. Application for service.

Persons desiring connection to the city water or sewer system shall:

- (1) Make application to the city for service;
- (2) Provide information as may be required by the city;
- (3) Pay to the city a tapping fee, if one is required; and,
- (4) Make the required deposit.
- (5) Reside within the city.

Sec. 22-5. Connection to service.

Only city employees and their agents, persons, or firms under contract with the city and persons or firms who have written permission from the city water and sewer department shall be allowed to make connections to city water and/or sewer services.

Sec. 22-6. Suspension of service by city.

When a hazardous or unwarranted breach of service occurs on the customer side of the point of delivery, and such event serves to jeopardize service to other customers in the system, the City reserves the right to suspend customer service without notice, until such situation is corrected. The city shall not be liable for any damage caused by the interruption of service pursuant to this section.

Sec. 22-7. Discontinuance of service by city.

Utility service may be disconnected for all a customer's accounts for any of the following reasons:

- (a) Failure to pay one or more utility bills
- (b) Returned checks, credit card payments, money orders, etc.
- (c) Violation of city utility regulations or ordinances
- (d) Violation of TCEQ guidelines
- (e) Theft of service
- (f) Failure to discontinue or correct a known dangerous or unwarranted condition
- (g) Failure or refusal to provide reasonable access to utility meters

Sec. 22-71. Temporary discontinuance of service by city.

The city reserves the right to temporarily discontinue water service without notice for the purpose of making repairs, system modifications and doing maintenance and in case of an emergency. The city shall not be liable for any damage caused by the interruption of service pursuant to this section.

Sec. 22-72. Discontinuance of service at request of customer.

Persons wishing to have city water or sewer services discontinued shall give notice to the city. Until such notice is received, such persons shall be liable and responsible for the charges related to such services.

Sec. 22-8. Separate meters required.

- (a) Separate water meters for each separate residence not divided into multi-family dwelling units are required.
- (b) Separate water meters shall also be required in each multi-family dwelling unit unless the owner of such unit makes a deposit for and assumes all liability for water and sewer services furnished to such multi-family units. The minimum monthly charge for multi-family dwelling units shall never be less than the minimum residential charge times the number of units.
- (c) Separate water meters for each commercial or industrial establishment.
- (d) Preexisting multiple occupant commercial buildings may be master metered if the building owner assumes all liability for water and sewer services furnished to each unit. The minimum monthly charge for the multi-occupant building shall never be less than the minimum commercial charge times the number of units.

Sec. 22-9. Fire prevention service lines

Any person desiring a fire protection line shall cause a separate water line to be installed on premises. The fire line shall be sized as required by the standards of NFPA 25 and the City's ordinances. The fire Inspector for the city must inspect and approve all fire lines. Any person wishing to connect a fire line to the City's water system shall cause an appropriate fire line tap to be installed. In addition to any tapping charges for the fire line, the city shall also apply a fire line demand charge.

Sec. 22-10. Extension of lines.

- (a) New water or sewer lines that need to be constructed will be constructed by the city and shall be built at the customer's expense.
- (b) Any water or sewer line extended shall be sufficiently sized to provide adequate service to the customer, but in no case shall be less than six (6) inches inside diameter. If it should be the decision of the city to oversize a water or sewer line, it shall be the responsibility of the city to pay the difference between the size necessary, and the size required.

Sec. 22-11. Sewer cleanouts required.

A sewer "cleanout" shall henceforth be required in the following instances:

- (1) In new subdivisions, or in any extensions of existing subdivisions, the developer shall construct a sewer cleanout as a part of the laid in place tap;
- (2) In existing subdivisions where laid in place taps have already been constructed, new customers shall construct a cleanout at the tap at the time of connection to the tap;

- (3) Any case in which a sewer tap is constructed at the direction of the city, a cleanout shall be added as a part of the tap, at the tap;
- (4) Any case in which an existing customer service line is replaced, a cleanout shall be constructed between the city sewer line and the customer property line.

Sec. 22-12. Miscellaneous standards.

- (a) The director of public works shall determine the length, type, size and location of all water and sewer lines, and shall be responsible for the enforcement of the provisions of this chapter.
- (b) All water and sewer lines shall become the property of the city upon acceptance by the city.
- (c) Location of water meters shall be on public property or public right-of-way adjacent to the street or alley nearest to the water main being served from, as directed by the director of public works. This provision may be waived by the director of public works if the best interests of the city will be served.

Sec. 22-13. Unlawful acts.

Unless specifically permitted by virtue of this chapter, or unless written permission is granted by an appropriate city official, it shall hereafter be unlawful for any person to do any of the following acts:

- (1) Make connection to the city water and/or sewer system in any manner;
- (2) Open any fire hydrant or stopcock connected to the city water system, or receive water from the same, except in case of fire or emergency;
- (3) Place any obstruction within fifteen (15) feet in either direction of a fire hydrant;
- (4) Secure or receive the benefit of city water or sewer service in any manner contrary to city regulations;
- (5) Sell or supply water to other persons;
- (6) Trespass upon any portion of a city water storage tank or disposal plant, or the city owned area on which the same are located;
- (7) Interfere with, tamper with, remove or vandalize in any manner, any device, fixture, or apparatus pertaining or related to, directly or indirectly, the city water or sewer system, including but not limited to any reservoir, tank, fountain, stopcock, valve, hydrant, meter, pipe, manhole or lift station. In the event any such device, fixture or apparatus is found to have been interfered with, tampered with, removed or vandalized tending to show or evidencing that any such act or acts have been committed or performed in violation of any portion or provision of this chapter, the same shall be and constitute prima facie evidence and rebuttable evidentiary presumption of knowledge on the part of the person having subscribed for sewer or water service through any such device, fixture or apparatus, or the person having the custody, control, or management of the place for which such subscription is made, of the performance or commission of any such act or acts prohibited under the terms and provisions of this subsection, that such subscriber or other person performed or committed such act or acts or caused or

occasioned the performance or commission of the same, and shall bring such subscriber or other person prima facie with the scope, meaning and penalties hereof.

ARTICLE II. MUNICIPAL WATER SYSTEM

DIVISION I. GENERALLY

Sec. 22-27. Acquisition of water control district; adoption of statute.

The provisions of V.T.C.A., Local Government Code § 43.075, as amended, are hereby made applicable to the city, and the provisions thereof shall be applicable to the city and to Bell County Water Control and Improvement District No. 3.

ARTICLE V. WATER AND SEWER RATES AND COLLECTION

DIVISION I. GENERALLY

Sec. 22-157. Deposits required.

- (a) Each application for city-provided utility services shall be accompanied by a deposit to secure prompt and full payment for city utility services. Deposits will be required for all customers in the appropriate amounts which are set out in The City of Holland - Fee Schedule.
- (d) If an existing account which has no deposit or a deposit less than the prevailing amount which is on file with is set out in The City of Holland - Fee Schedule, is subject to disconnection for failure to pay an outstanding city utility bill, the user shall be required to make/increase a deposit to the amount which is set out in The City of Holland - Fee Schedule before service is reestablished.
- (c) Transfers of service will not be construed as new applications for service, and therefore will not affect the deposit for an account.

Sec. 22-158. Tapping fees.

- (a) There shall be a tapping fee for each water tap made into the city water system, the amount of which will be dependent upon the size, location, and type of tap made. The fee schedule for water taps is set out in The City of Holland - Fee Schedule.
- (b) There shall be an inspection fee and/or tapping fee for each sewer tap made into the city sewer system, the amount of which will be dependent upon the size, location and type of tap made. The fee schedule for sewer taps and inspections is set out in The City of Holland - Fee Schedule.

- (c) For water taps larger than four (4) inches and for sewer taps larger than six (6) inches, the prospective customer may, with the approval of the director of public works, use a private contractor for these connections.
- (d) Laid in place tap is defined as a customer's service connection to a utility main constructed at the time the utilities and public facilities were constructed in the development by the developer and is clearly located on as-built plans and on the ground.

Sec. 22-159. Meter rereads.

A customer may have a meter reread upon written request to the city water and sewer department.

Sec. 22-160. Reconnect charges.

If a meter is disconnected for any reason other than repair or maintenance by the city, a reconnect charge which is set out in The City of Holland - Fee Schedule shall be added to the customer's account.

Sec. 22-161. New service fee.

When applying for an initial new service, a new service fee, which is set out in The City of Holland - Fee Schedule, will be charged.

DIVISION 2. WATER RATES

Sec. 22-172. Water rates within the city.

The water rates for customers within the city are set out in The City of Holland - Fee Schedule.

Sec. 22-173. Water and sewer rates outside the city.

New water and sewer connections outside city limits are not allowable; however, where service is already provided it shall be at the rate set out in The City of Holland - Fee Schedule .

Sec. 22-174. Meter malfunction.

If a water meter malfunctions or fails to register, the customer shall be charged a rate for that month equal to their average monthly bill over the past six (6) months.

DIVISION 3. SEWER CHARGES

Sec. 22-194. Sewer rates.

The sewer rates for customers within the city are set out in The City of Holland - Fee Schedule

DIVISION 4. COLLECTION AND ENFORCEMENT

Sec. 22-207. Payment due date and collection of delinquent accounts.

- (a) *Billing.* All charges for city-provided utility services shall be due and payable on the fifteen day of the month, or on the next succeeding working day if the first falls on a non- city workday. All charges not paid by the due date shall be considered delinquent.
- (b) *Penalty for late payment.* All charges not paid by the due date of the bill shall be considered delinquent and a late charge, which is set out in The City of Holland - Fee Schedule shall be added to the customer's account.
- (c) *Bills not received.* Failure to receive a statement of charges by postal mail or otherwise shall not excuse late payment.

Sec. 22-208. Returned payments.

A penalty in the amount which is set out in The City of Holland - Fee Schedule shall be charged and added to each bill for payment of which a check, credit card, money order, etc. is given and the drawee bank returns the item unpaid.

Sec. 22-209. Responsibility for payment when no deposit made.

If a customer obtains city-provided utility services without making application for such services or remains in a place where service is provided after the person who made the deposit for such service has vacated, the customer shall be liable for such services from the date of last reading prior to his occupying the premises or prior to the person who made the deposit vacating the premises, as the case may be.

Sec. 22-210. Disconnection for nonpayment.

- (a) If a customer fails to pay any bill for city-provided utility services including, but not limited to, water, sewer, drainage, or garbage bill or any portion thereof together with any unpaid or delinquent charges and fees due, the city water and sewer department is hereby authorized and directed to terminate utility services to such customer.
- (b) The following procedures shall be followed prior to any disconnection:
 - (1) Service shall not be terminated unless and until a customer is given at least seven (7) days' notice of the termination and of his right to a hearing to protest the termination of the service or any portion of the statement. The customer shall also be advised of the hearing process in the notice.
 - (2) Any customer desiring to protest the termination of service or any portion of the statement may informally appeal to the director of finance or his designee either in person or by phone before the service is terminated. If the problem is not resolved informally, the customer has a right to a formal hearing before a hearing board composed of the director of finance, director of public works and the city manager, or their designees.
 - (3) The customer may request a formal hearing by filing a written request with the city clerk's office within forty-eight (48) hours of the informal decision. No formal hearing may be had where the sole complaint is that the customer is financially unable to pay the bill and there is no dispute as to the accuracy of the statement or the customer's liability thereof. A payment equal to the customer's average monthly usage at current rates must be received by the city, prior to the date of proposed termination of the service, to prevent discontinuance of service.
 - (4) The formal hearing shall be held within five (5) working days from the date of the request. The board's decision is final. If any formal hearing request is deemed frivolous or not bona fide by the board, the board may assess the cost of the formal hearing process on the customer who initiated such formal hearing. Hearing costs shall be determined by the board but shall not exceed thirty dollars (\$ 100.00). A majority vote of the board members shall be required for any decision. If a board member is disqualified for any reason to sit in a hearing request, the remaining members shall appoint a qualified representative.

Sec. 22-212. Service discontinued until delinquencies paid.

If a customer is delinquent at one (1) location, he shall not be furnished service at a subsequent location until all delinquencies and past due charges are paid in full.

Sec. 22-213. Lien against real property of all customers purchasing utility service from city.

- (a) Pursuant to V.T.C.A. Local Government Code, § 552.0025, the City of shall perfect a lien on the real property of any real property owner that fails to pay for city provided utility services, including but not limited to water, waste water treatment, and solid waste collection, after receiving thirty (30) days written notice of the city's intent to perfect said lien unless the customer pays for said services.
- (b) Said lien for delinquent utility bills, shall not apply to any category of real property owner specifically exempted from such a lien pursuant to the provisions of **V.T.C.A.** Local Government Code, § 552.0025, including:
 - (1) Homestead property;
 - (2) Property on which service was connected in a tenant's name after notice by the property owner to the City of Holland that the property is rental property;
 - (3) Property on which service was connected in a tenant's name prior to the effective date of the ordinance from which this section is derived.
- (c) The City of Holland's lien for delinquent utility bills shall be perfected by filing in the real property records of Bell County, Texas a notice of lien containing the legal description of the property and the account number for the delinquent charges. Said lien may include penalties, interest, and collection costs, and will be released when said lien is satisfied and paid in full. Interest shall accrue on the lien at the rate of ten (10) percent per annum, beginning on the date that the lien is perfected.

SECTION 2

That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3

That should any section or part of any section, paragraph, or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force, or effect of any section or sections or part of a section or paragraph of this ordinance.

SECTION 4

That the Code of Ordinances of the City of Holland, Texas as amended shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5

The above changes will become effective upon final reading and approval.

THE CITY OF HOLLAND, TEXAS

Sandra Dickey, City Secretary

Johnny Kallus, Mayor



One Meter per Residence Requirements

It is important for water customers to receive a continuous and adequate supply of water. It is equally important for retail public utilities to have adequate measures in place to help ensure that each water customer receives an adequate supply of water that is protected from contamination from external sources. To help achieve this, rules have been written for the protection of both the customer and the utilities that call for one meter per residence or per commercial connection. The following are excerpts from TCEQ rules. The numbers and letters in brackets indicate where these rules can be found in the Texas Administrative Code (30 TAC).

These rules apply to public water utilities:

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The executive director may grant an exception to the individual meter requirement if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of

the customary use of the property.
[291.89(a)(4)]

Use of meter. All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [291.89(a)(1)]

These rules apply to retail public utilities and public water systems:

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data.
[290.44(d)(4)]

Connection - A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [290.38]

Questions? Contact the Consumer

Assistance group, Water Supply Division, at 512-239-4691 (*fax*, 512-239-6145) or by mail at this address:

Consumer Assistance MC 153 TCEQ
PO Box 13087
Austin TX 78711-3087

ORDINANCE NO. 02-24-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOLLAND, TEXAS, ADOPTING A FEE SCHEDULE FOR THE CITY OF HOLLAND AND REPLACING ALL OTHER FEE SCHEDULES AND FEES APPROVED UNDER OTHER CITY.ORDINANCES OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE.

WHEREAS, the City Council of the City of Holland desires to provide a single and convenient location for a list of all fees charged by the City of Holland; and

WHEREAS, such list is intended to repeal and replace all existing fees in conflict with the fee schedule listed on "Exhibit A" attached and incorporated as part of this Ordinance, save and except International Code related fees listed in the respective International Code Ordinance(s), as latest adopted, including any listed fees in said Codes' appendices included by reference such respective Ordinances, which are wholly contained in separate Ordinances.

NOW, THEREFORE, BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLAND, TEXAS:

Part 1. Enacted

The City of Holland Master Fee Schedule attached as Exhibit A to this Ordinance is adopted as the current fee schedule for the City of Holland.

Part 2. Findings of Fact

The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life in the City.

Part. 3 Repeal and Replacement of Existing Fees

The City Council hereby repeals and replaces all fees levied by the City of Holland in conflict with the fee schedule attached and incorporated herein as "Exhibit A", save and except International Code related fees listed in the respective International Code Ordinance(s), latest adopted, including any listed fees in said Codes' appendices included by reference under such respective Ordinances, which are wholly contained in separate Ordinances. Said repeal and replacement shall be effective as of the Effective Date under Part 7. of this Ordinance.

Part. 4 Future Amendments to the Adopted Fee Schedule

The City Council hereby authorizes amendments to the fee schedule listed in "Exhibit A" by minute order of the City Council.

Part 5. Resolution of Conflicting Ordinances

In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, save and except the provisions of the respective International Code Ordinances not specifically incorporated herein. Nothing adopted herein is intended to, in any way, nor shall any such provision be deemed to supersede or control over the provisions of the respective International Code Ordinances not modified by this Ordinance.

Part 6. Savings Clause

All rights and remedies of the City of Holland are expressly saved as to any and all provisions of any ordinance affecting fees of the City and to any and all violations of the provisions of any prior ordinance and regulations within the City which have accrued as of the effective date of this ordinance; and as to such accrued fees, collection activity, violations and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this Ordinance but may be prosecuted and pursued until final disposition by the courts.

Part 7. Effective Date

This Ordinance shall take effect on October 1, 2021.

Part 8. Severability

It is the express intent of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, sentence, paragraph or section should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance as the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision, and to this end the provisions of this ordinance are hereby declared to be severable.

Part 9. Open Meetings

The City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was duly given as required by the Texas Open Meetings Act.

**PASSED AND APPROVED BY A VOTE OF ____ A.YES, __ NAYS AND ____
ABSTENTIONS ON TIDS THE 27th DAY OF SEPTEMBER 2021.**

Johnny Kallus, Mayor Pro-Tern
City of Holland, Texas

ATTEST:

Sandra Dickey, City Secretary

"EXHIBIT A"

City of Holland Master Fee Schedule

GENERAL FEES	
Copy Fees - Standard	
(8 ½" x 11") - Black & White	\$0.25 per page
(8 ½" x 11") - Color	\$0.35 per page
Copy Fees - Non-Standard	
(8 ½" x 14") - Black & White	\$0.25 per page
(8 ½" x 14") - Color	\$0.75 per page
(11" x 17") - Black & White	\$0.75 per page
(11" x 17") - Color	\$1.00 per page
Specialty Paper (mylar, blueprint, blue line, photographic)	Actual cost
Other non-standard size pages or documents (i.e., maps, books)	Actual cost
Electronic Media Fees	
CDROM	\$1.00 each
DVD (Digital Video Disc)	\$3.00 each
Audio Cassette	\$1.00 each
Fax Fees	
Local	\$0.10 per page
Long Distance (Area Code 512)	\$0.10 per page
Miscellaneous Fees	
Notary Service Fee	\$6.00 initial signature \$1.00 each additional signature
Credit Card Processing Fee - City, Utilities, Other	\$3.00 or 3% per transaction
Credit Card Processing Fee Municipal Court	5% per transaction
PUBLIC INFORMATION REQUEST	
All Public Information Requests (in accordance with current guidelines adopted by the Texas Attorney General's Office or pursuant to Chapter 552 of the Texas Government Code.	
ANIMAL CONTROL	
Impoundment Fee	Actual cost per third-party contractor, as approved by City Council
Disposition of Dogs or Cats	Actual cost of veterinarian clinic performing procedure
Registration/Possession of Registered Dangerous Dog	Cost per State law
MUNICIPAL COURT FEES	
Time Payment Fee	\$15 assessed following the 31 st day after final judgment
2 Week Extension to Pay in Full	\$0.00; \$25 additional time-payment fee for failure to comply plan

MUNICIPAL COURT FEES- CONT'D	
Limited Time Payment Plan-paid within 120-days from payment plan initiation	\$25 for each pending case. \$25 additional time-payment fee for failure to comply with plan
Indigency Hearing	\$0.00; \$15 additional time-payment fee for failure to comply plan
Expired License Plate (Registration) - Compliance Dismissal	\$20
Expired Inspection Certificate - Compliance Dismissal	\$20
Expired Driver's License- Compliance Dismissal	\$20
Fail to Change Address/Name on Driver's License- Compliance Dismissal	\$20
Violation of Driver's License Restriction- Compliance Dismissal	\$10.00
Appeal Fee-All Other, except Dangerous Dog	\$100 bond or double amount of fine+ court costs adjudged + \$25 clerk's record preparation
Appeal Fee - Dangerous Dog	\$10,000 bond
Arrest Fee	\$5
Failure to Appear Fee	\$25 + \$30 additional administrative fee under contract with the Texas Department of Public Safety, if applicable
State Traffic Fee	\$50.00
Local Traffic Fee	\$3.00
Warrant Fee	\$50
Child Safety Fund	\$25
Local Truancy and Prevention Fee	\$5
Building Security Fee	\$4.90
Technology Fund	\$4
Municipal Jury Fund	\$0.10
State Consolidated Fee	\$62
Dishonored Check Fee	\$30
NEW CONSTRUCTION PERMIT FEES (Residential)	
Building Permit	\$50 (would like to change to 1.5% of total cost with a minimum of \$25)
Temporary Electric (service) Pole Permit	\$63
Plumbing Rough-In Permit	\$94
Foundation Permit	\$94
Framing: Electric, Plumbing Energy 1 unit	\$119
Framing Electric, Plumbing Energy 2 units	\$132
Framing, Electric, Plumbing, Energy 3-4 Units	\$150
Framing, Electric, Plumbing, E&G Gas Rough in	\$138
Insulation, Energy Compliance 1 Unit	\$94

Insulation, Energy Compliance 2 Units	\$134
Insulation, Energy Compliance 2-4 Units	\$131
Gypsum Nailing	\$94
Gas Rough In (1-4)	\$94
Sewer Drain (Yard line)	\$63
Water Line (Yard Line)	\$63
Gas Line (Yard Line)	\$63
Gas Test	\$75
Temporary Final Electric 1 Unit	\$63
Temporary Final Electric 2 Units	\$94
Temporary Final Electric 3-4 Units	\$106
Certificate of Occupancy 1 Unit	\$138
Certificate of Occupancy 2 Units	\$169
Certificate of Occupancy 3-4 Units	\$188
Misc. single inspection (electrical, plumbing etc.) wind bracing, partial framing	\$94
CSI/Backflow Preventer	\$94
PV (Solar) Final	\$119
Roof Covering (1-4)	\$63
Re-Inspection depending on the Quantity of items)	1/2 original fee/ min of \$40
<i>Commercial</i>	
Temporary Service Pole	\$63
Foundation	\$138
FEMP&E (Energy)	\$138
FEMP&E (Per Apartment)	\$44
FEMP&E&G (GAS ROUGH)	\$138
Insulation (ECC)	\$138
Insulation (Per Apartment)	\$44
Gypsum nailing	\$138
Gas Rough (FEMP Stage)	\$138
Sewer Drain (Yard Line)	\$106
Water Line (Yard Line)	\$106
Gas Test (After T Final, prior to final C/O)	\$106
Temp Final Service (Set Electrical Meter)	\$138

Temp Final Service (per Apartment)	\$44 per unit
Final	\$294
Final (per Apartment)	\$44 each unit
Sprinkler/ Irrigation Rough	\$94
Sprinkler/ Irrigation Final	\$94
Misc. single inspection (Elec., Plumbing, etc.) wind bracing, partial framing	\$138
CSI/ Backflow Preventer	\$94
PV (Solar0 Final	\$119
Roof Covering 1-4	\$63
Re- inspection (Varies based on Quantity)	½ original fee \$40 min.

REMODEL PERMIT FEES	
Remodel Permit	\$50
Foundation	\$94
Electrical	\$94
Plumbing	\$94
Framing	\$94
Mechanical	\$94
FEP (Framing/Electrical/Plumbing	\$119
FEP&E	\$119
FEMP&E	\$119
FEMP&E&G	\$119
Gas Rough (FEMP Stage)	\$94
Gas Test(after T Final, prior to final C/O)	\$75
Final	\$138
Unsafe Structure/Condemn Property	\$200
Roofing (Includes Decking)	\$50
Manufactured Home	
Electric, Sewer, Water, Gas (As Required)	\$94
Permanent Electric Pole	\$94
Certificate of Occupancy 1 Unit	\$138
MOVING PERMIT FEES	
Building (Any Kind) Moving	As approved by City Council + additional costs incurred by the Police Dept. and Utility/Public Works Dept.
SWIMMING POOL PERMIT FEES	
Swimming Pool Permit	\$50
In Ground Pool Prior to Concrete	\$94
Pool Final	\$94
NEW & EXISTING RESIDENTIAL CONSTRUCTION INSPECTION FEES	
Temporary Electric (service) Pole Inspection	\$63
Plumbing Rough-In Inspection	\$94
Foundation (slab or piers) Inspection	\$94
Framing, Electric, Mechanical, Plumbing & Energy (FEMP & E) Inspection	\$119
Gypsum Nailing Inspection	\$94
Insulation Inspection	\$94
Sewer Drain (Yard Line) Inspection	\$63

Water Line (Yard Line) Inspection	\$63
Gas Rough (Framing Stage) Inspection	\$94
Gas Yard Line (Outside) Inspection	\$63
Gas Test (After the Final, prior to Final C / O) Inspection	\$75

NEW & EXISTING RESIDENTIAL CONSTRUCTION Inspection's FEES- COND'T	
Temporary Final Services (Set Electrical Meter) Inspection	\$63
Temporary Final Services Duplex (Set Electrical Meter) Inspection	\$94
Final Certificate of Occupancy (C / O) Inspection	\$138
Final Certificate of Occupancy (C / O) Duplex Inspection	\$169
Pool Bonding (Prior to Concrete) Inspection	\$94
Pool - Final Inspection	\$94
Sprinkler/ Irrigation System (Rough) Inspection	\$94
Sprinkler/ Irrigation System (Final) Inspection	\$94
Misc. Single Inspection (Elect., Plumbing, etc.)	\$138
CSI Backflow Preventer Re-Inspection	\$94 1/2 of original fee w/a minimum cost of \$30
MANUFACTURED HOUSING PLACEMENT INSPECTION FEES	
Electrical / Sewer / Water/ Gas (if applicable) Inspection	\$94
Permanent Electrical Pole Inspection	\$94
RE-MODEL OF EXISTING DWELLING INSPECTION FEES	
Foundation Inspection	\$94
Electrical Inspection	\$94
Plumbing Inspection	\$94
Framing Inspection	\$94
Framing / Electrical / Plumbing (FEP) Inspection	\$119
Framing / Electrical / Mechanical / Plumbing (FEMP) Inspection	\$119
Mechanical Inspection	\$94
Gas Rough Inspection	\$94
Gas Test Inspection	\$75
Final Inspection	\$138
MODULAR HOME/ MOBILE HOME INSPECTION FEES (CONVEYANCE)	
Mobile Home Inspection (Prior to Sale of Property)	\$125, required prior to sale of property
MISC. INSPECTION FEES	
Unsafe Structure/ Property Condemnation	\$200

COMMERCIAL INSPECTION FEES	
Plan Review (Dependent on Size of Project)	\$ Varies, amount to be approved by City Council prior to commencement of services
Individual Inspections (Dependent on Size of Project)	\$ Varies, amount to be approved by City Council prior to commencement of services
Re-Inspections	\$ Varies, amount to be approved by City Council prior to commencement of services
Holidays and Weekend Inspections	\$40 added to costs of commercial inspections, of any type (i.e., Plan Review, Individual)
CONDITIONAL USE/ SPECIAL USE PERMIT FEES	
Conditional Use Permit (Zoning Commission Rec)	\$25
Special Use Permit (Issued by City Council)	\$25
SEXUALLY ORIENTED BUSINESS LICENSE APPLICATION & PERMIT FEES	
Application Fee (Initial License), Owning; Ownership Interest or Control of Property of Business Location	\$2,500
Permit Request Fee (Conditional Use to Operate), Business Individually Owned ("Applicant")	Initial License Fee + \$2,500 (non-refundable), initial, renewal or transfer + \$750 (non-refundable), initial application only for City conducted land survey + \$25 (adder fee) for each applicant identified after permit issuance
Initial Permit Request Fee, Other than Individually Owned (Business ("Operator"))	Initial License Fee + \$2,500 (non-refundable), initial, renewal or transfer, per owner having greater than a 10% ownership interest in the business + \$750 (non-refundable), initial application only for City conducted land survey + \$25 (adder fee) for each applicant identified after permit issuance
DRIVEWAY PERMIT FEE	
Driveway Construction	As set by City Council.
STREET & RIGHT-OF-WAY PERMIT FEES	
Construction (construction activities, other than excavations in right-of-way or streets)	\$250 + Other Permit Fees + Engineering Fees + Other Professional Fees + \$50 if issued; paid per month during permit duration, in advance prior to issuance for purposes of inspecting the site during the construction process

STREET & RIGHT-OF-WAY PERMIT FEES - CONT'D	
Excavation (drilling, boring, cutting or otherwise any excavation of any portion of right-of-way or streets)	\$250 + Other Permit Fees + Engineering Fees + Other Professional Fees + \$50 if issued; paid per month during permit duration, in advance prior to issuance for purposes of inspecting the site during the excavation process
Professional Services	Reimbursed, all reasonable costs for inspection, plan review or any other reasonable overview or action by engineer or other professional
Electrical	Estimated time for inspection multiplied by 1.2 times the cost per hour of electrical inspector, paid prior to permit issuance
Certificate of Occupancy (permanent structure to occupy any right-of-way or streets)	\$1 per year, per linear foot of right-of-way or street occupied, paid in advance annually from original date of issuance of certificate of occupation
Temporary Obstruction of the Right-of-Way	\$100 per day of obstruction
SIGN LICENSE FEE	
Install, Erect and Maintain	\$100 per year, payable by the 1 st of January, each year
SIGN PERMITS	
40 sq. ft. and less	\$25
41 sq. ft. to 60 sq. ft.	\$50
61 sq. ft. and larger	\$1 per sq. ft.
ZONING CHANGES	
Zoning of annexed property	\$250 + Engineer Review Cost + Attorney Review Cost + Current USPS Costs
Rezoning of property	\$250 + Engineer Review Cost + Attorney Review Cost + Current USPS Costs
SUBDIVISION PLAN REVIEW	
New Construction-Residential	\$0.13 per sq. ft. + Plan Review & Inspection Fee Remodel Residential: 0-1,000 sq. ft.: \$85; Each Additional: 1,000 sq. ft.: \$25

SUBDIVISION PLAN REVIEW - CONT'D	
New Commercial	\$0.50 per sq. ft. + Plan Review & Inspection Fee Fire Code Plan Review: \$500; Remodel Commercial: 0-1,000 sq. ft.: \$250 Additional: 1,000 sq. ft.: \$100
Miscellaneous	Irrigation: \$45 Fence: \$45 Roof: \$45 Curb Cut: \$45 Demo: \$75 Accessory Building: \$7
Miscellaneous - Plumbing	\$35, basic fee + Itemized list (each fixture): \$10 + Water heater, gas test: \$10 + Water/Sewer yard line: \$10
Miscellaneous - Mechanical	\$35, basic fee + Heating Unit, A.C.: \$10 + Commercial Refrigeration, vent-a-hood: \$15
Miscellaneous - Electrical	\$35, basic fee + Service 200 amps or less: \$10 + Each Additional 110 or 22 circuit: \$5@ + Manufactured Home Service: \$20 + Solar Panels: \$20
Residential Platting Fee Filing	\$200, preliminary plat \$200, final plat
Commercial Platting Fee Filing	\$200, preliminary plat \$200, final plat
City Engineer Review based on current rate.	\$150 per hour
City Attorney Review based on current rate.	\$225 per hour
USPS Costs are based on current First-Class Certified Mail rate.	
ABANDONED & JUNK VEIDCLE FEES	
Abandoned & Junk Vehicle Storage Fees	As approved by City Council or in the absence thereof, fees set by the Holland Police Dept. + \$5 fee for abandoned vehicle report by gatekeeper, if applicable
PEDDLER AND SOLICITOR PERMIT FEES	
Peddler or Solicitor Permit	\$25 per day \$75 per week \$100 per month \$200 per every three months \$ 300 every six months \$400 per year or every 12 months

UTILITY FEES	
Water and Wastewater (Sewer) Utility Service Security Deposit	
Water Utility Service Security Deposit	\$250 per residential or commercial service customer accounts
Sewer Utility Service Security Deposit	\$250 per residential or commercial service customer accounts
Unclaimed Security Deposit	\$25 annually, not to exceed balance of unclaimed utility deposit
Tap Fees- Water and Wastewater (Sewer)	
Water Tap: Standard "Residential" Connection	\$4,000
Water Tap: Non-Standard Residential, Commercial and All Other Connections	\$4,000
Wastewater (Sewer) Tap: Residential Connection	\$4,000
Sewer Tap: Non-Residential; Commercial Connection	\$4,000
Line Extension and Street Cutting Fees	Applicable to connections to property both inside and outside the corporate City limits.
Standard Connection Location - Water & Wastewater (Sewer)	Cost per tap fees for water and wastewater (sewer)
Non-Standard Connection Location - Water & Wastewater (Sewer)	<p>a) Paid directly by owner/developer of a subdivision to contracted contractor for installation, construction & extension of any water or sewer line to make a non-standard connection a "standard connection" and obtain receipt and release from contractor in favor of City. + Applicable Engineering Fees + Applicable Inspection Fees</p> <p>b) If not paid for by the owner/developer of a subdivision directly, reasonable cost and expenses for installation, construction or extension to provide tap at a non-standard location or to extend such lines to a standard location, shall be:</p> <p>i) Equal to the difference between the cost of making the tap at a standard location and the cost of making the tap at the non-standard location; or</p> <p>ii) Difference between the cost of making the tap at a standard location and the costs incurred for the work and construction to extend lines to a point or location that is a standard location for the tap.</p>
Private Water Well Permit Fees	
Private Water Well Permit	\$100
Re-Working Private Water Well Permit	\$100

UTILITY FEES - CONT'D	
Capital Recovery Fees	
Water	\$500
Wastewater (Sewer)	\$500
City Street Maintenance and Repair Utility Fee	\$1 per month charged to residential and commercial utility bill
Rates for Water Service	
Residential Rate	\$44.82 minimum monthly charge - 0 to 2,000 gallons + \$6.54 per thousand - 2,000 to 4,000 gallons + \$7.54 per thousand- 5,000 and above gallons
Commercial Rate (Single & Master Meter)	Same as "Residential Rate" for single commercial unit, business establishment, customer or entity receiving services from a meter
School Irrigation Rate	\$33.10 minimum monthly charge - first 3,000 gallons + \$0.80 for each 1,000 gallons of water metered over 3,000 gallons & proportionate shares thereof + Cost charged to City by Central Texas Water Supply Corporation for one monthly billing cycle
Rates for Wastewater (Sewer) Service	
Residential Tap User	\$32.50 minimum monthly charge + \$0.40 per 1,000 gallons of water used ("Water Usage Fee"), calculated based on the average water usage of the previous December, January & February; Also applicable to residential tap users who did not have previous years' service. The Water Usage Fee is recalculated each year, with effective changes made each March.
Commercial Tap User	\$32.50 minimum monthly charge + \$0.40 per 1,000 gallons of water used ("Water Usage Fee"), calculated based on the average water usage of the previous December, January & February; Water Usage Fee is recalculated each year, with effective changes made each March.
Meter Test Fee	\$15 for testing services, if a customer requested meter test is found to be registering less than 101% ("non-fast")
Rates for Solid Waste (Trash) Services	
Residential Services	\$25 minimum monthly charge per residential unit +20% + Applicable tax

UTILITY FEES - CONT'D	
Commercial and Industrial Services	\$25 minimum monthly charge per container, volume and frequency of service +20% + Applicable tax
Waterworks System Damage Fees	
Damage or Injury to Waterworks System	Actual repair charges + \$500 damage Fee
Repair of Damage to Meter or Lock Box	Actual repair charges + \$500 damage fee
Repair of Damage to Line, Pipe or Appurtenance - Private Property Owner	Actual repair charges to customers who owns, rents or controls such private property
Drought Contingency Fees	
Stage 6 Response- Water Allocation Surcharge Fees: Single-Family Residential Customers	\$5 for the first 1,000 gallons over allocation \$10 for the second 1,000 gallons over allocation \$20 for the third 1,000 gallons over allocation \$20 for each additional 1,000 gallons over allocation
Stage 6 Response- Water Allocation Surcharge Fees: Master-Metered Multi-Family Residential Customers	\$5 for the first 1,000 gallons over allocation up through 1,000 gallons for each dwelling \$10 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling \$20 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling \$20 for each additional 1,000 gallons over allocation
Stage 6 Response - Water Allocation Surcharge Fees: Commercial Customers w/allocation between 12,000 and 18,000 gallons per month	\$5 for the first 1,000 gallons over allocation \$10 for the second 1,000 gallons over allocation \$20 for the third 1,000 gallons over allocation \$20 for each additional 1,000 gallons over allocation
Stage 6 Response - Water Allocation Surcharge Fees: Commercial Customers w/allocation is 18,001 gallons per month or more	.10 times the block rate for each 1,000 gallons in excess of the allocation up through 5% above allocation .25 times the block rate for each 1,000 gallons from 5% through 10% above allocation .50 times the block rate for each 1,000 gallons from 10% through 15% above allocation .75 times the block rate for each 1,000 gallons more than 15% above allocation
Utility Account Late Charge Fee	\$25

UTILITY FEES - CONT'D	
Utility Account Termination of Services and Charges for Disconnection and Reconnection	
Disconnection Charge-Administrative Fee	\$50 per occurrence of City personnel to disconnect or attempt to disconnect water service
Termination at Owners Request	\$50 reconnect fee payable at the time of continuation of services
Utility Payment Returned Check Fee	\$40 for each check returned to the city without payment
PARKS & RECREATION	
Holland Community Center Fees	
Daily Facility Rental Non – Residents Rate	\$ 600 per day (12:00 a.m. - 11:59 p.m.) + \$60 per hour (4 hour minimum) for Holland Police Dept. + \$250 Cleaning & Damage Deposit (refundable pursuant to rental agreement terms) + \$100 late fee for every 15 minutes over contracted rental time
Daily Facility Rate Resident	\$500 per day (12 a.m. – 11:59 p.m.) + \$60 per hour (4 hour minimum) for Holland Police Dept. + \$250 Cleaning & Damage Deposit (refundable pursuant to rental agreement) +\$100 late fee for every 15 minutes over contracted rental time.
Daily Facility Rate Non- Profit Rate	\$150 per day (12 a.m. – 11:59 p.m.) + \$60 per hour (4 hour minimum) for Holland Police Dept. + \$250 Cleaning & Damage Deposit (refundable pursuant to rental agreement) +\$100 late fee for every 15 minutes over contracted rental time.
Hourly Facility Rental Non- Resident	\$450(5-hour base rental) + \$60 per hour (4 hours minimum) for Holland Police Dept. + \$250 Cleaning & Damage Deposit (refundable pursuant to rental agreement terms) + \$100 late fee for every 15 minutes over contracted rental time
Hourly Facility Rental City of Holland Resident	\$350(5-hour base rental) + \$60 per hour (4 hours minimum) for Holland Police Dept. + \$250 Cleaning & Damage Deposit (refundable pursuant to rental agreement terms) + \$100 late fee for every 15 minutes over contracted rental time

Holland Non- Profit Rate	\$75(5-hour base rental) + \$60 per hour (4 hours minimum) for Holland Police Dept. + \$250 Cleaning & Damage Deposit (refundable pursuant to rental agreement terms) + \$100 late fee for every 15 minutes over contracted rental time
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**ARTICLE 8.01
GENERAL PROVISIONS**

§ 8.01.001. Disturbances of the peace and affrays.

- (a) If any two or more persons shall fight together in a public place in the town they shall each be punished by a fine not exceeding one hundred dollars (\$100.00).
- (b) If any person shall go into or near any private house, or into or near any public place, in the town and shall use loud and vociferous language, or vulgar, obscene or indecent language, or swear or curse or yell or shriek, or expose his person, or rudely display a pistol or other deadly weapon in a manner calculated to disturb the inhabitants of such private house or public place, he shall be fined in any sum not exceeding one hundred dollars (\$100.00).
- (c) A public place within the meaning of the two preceding subsections is any public square or park, any public road, street or alley or any other public place within the town or any inn, tavern, store, grocery, workshop or place at which people are assembled or to which people commonly resort for purposes of business, amusement, recreation, pleasure or other lawful purposes. The term "public place" does not mean a place solely devoted to the public but it means which is commonly in point of fact public as distinguished from private.
- (d) If any person shall discharge any gun, pistol or firearm of any description on, near or across any public square, street or alley or in any other public place in town he shall be fined in any sum not to exceed one hundred dollars (\$100.00).

(Ordinance 17-TRA-Y adopted 12/19/1920)

**ARTICLE 8.02
NOISE**

§ 8.02.001. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meaning ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Daytime hours means the hours from 7:00 a.m. on one day to 7:00 p.m. the same day.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss that demands immediate action.

Emergency work means any work performed for the purpose of:

- (1) Preventing or alleviating the physical trauma or property damage threatened or caused by an emergency;
- (2) Restoring property to a safe condition following a fire, accident, or natural disaster;
- (3) Protecting persons or property from exposure to danger; or

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§ 8.02.003

(4) Restoring public utilities.

Nighttime hours means the hours between 7:01 p.m. on one day and 6:59 a.m. the following day.

Plainly audible means any sound that can be detected by a person using his or her unaided hearing faculties. For example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the police officer need not determine the name of the song, specific words or the artist performing it. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.

Property line means, with respect to single-occupancy properties, the line along the ground surface and its vertical extension that separates the real property owned, leased, or occupied by one person from that owned, leased, or occupied by another person. With respect to shared occupancy properties the term shall mean the imaginary line that represents the legal limits of occupancy of any person who owns, leases, or otherwise occupies an apartment, condominium, hotel or motel room, office or any other type of occupancy from that of other occupants.

(Ordinance 1-20-2020, sec. 1.01, adopted 1/-/2020)

§ 8.02.002. Penalty; additional remedies.

- (a) Any person who violates any provision of this article is guilty of an offense and, upon conviction thereof, shall be punished by a fine of not less than \$1.00 nor more than \$500.00. For continuous noise, each hour or portion thereof in which any violation shall occur shall constitute a separate offense. For a noise that lasts less than one minute, each violation shall constitute a separate offense.
- (b) Enforcement hereunder shall not require the pleading or proving of any culpable mental state.
- (c) A violation of this article is a nuisance. The prosecution of an offense under this article does not limit the city's right to abate the nuisance, including the use of injunctive or other civil relief.

(Ordinance 1-20-2020, sec. 1.02, adopted 1/-/2020)

§ 8.02.003. Defenses.

The following defenses shall apply to any offense established in this article, and the same must be specifically pled by anyone charged with a violation:

- (1) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger, or attempted crime, or was produced pursuant to any safety rule or regulation of any governmental entity or agency.
- (2) The sound was produced by an authorized emergency vehicle.
- (3) The sound was produced by emergency work.
- (4) The sound was generated:

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- (A) Made by a musical instrument at a lawfully scheduled stadium event. A horn from which sound is not produced by the breath of the individual playing such musical instrument is not considered a musical instrument for the purpose of this defense;
 - (B) By a parade and spectators and participants on the parade route during a lawful parade authorized by the city;
 - (C) By spectators and participants at lawfully scheduled amphitheater event;
 - (D) By patrons and participants using cannons and gunfire during a historical battle re-enactment for which a pyrotechnic permit was obtained and the explosives were inspected by the fire marshal;
 - (E) By a pyrotechnic display that was approved by the city; and
 - (F) By spectators and participants of any outdoor event, fun run, race, festival, fiesta, or concert that was sponsored or co-sponsored by the city.
- (5) The sound was produced by the erection, excavation, construction, or demolition of any building or structure, including the use of any necessary tools or equipment.
 - (6) The sound was produced by aircraft, in flight or in operation at any airport, or railroad equipment in operation on railroad right-of-way.
 - (7) The sound was produced by operating or permitting the operation of any mechanically powered tools, lawn or garden tools, lawnmower, or any other similar device used between the hours of 7:00 a.m. and 9:00 p.m., when the sound is being produced for the maintenance or upkeep of the property on which it was operated.
 - (8) The sound was generated as authorized under the terms of a permit.
 - (9) The sound was produced by church bells or church chimes when used as part of a religious observance or service during daytime hours.
 - (10) The sound was produced during daytime hours by activities conducted on public parks, public playgrounds, and public or private school grounds, including but not limited to Holland Independent School District athletic, band and school entertainment practice or events.

(Ordinance 1-20-2020, sec. 1.03, adopted 1/-/2020)

§ 8.02.004. General prohibitions.

- (a) It shall be unlawful for any person to make or operate or cause to be made any loud, unnecessary or disturbing noise that annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of neighboring person(s) of ordinary sensibilities. In determining whether a noise is loud, unnecessary, or disturbing, the following factors shall be considered: time of day; proximity to residential properties or areas as defined above; whether the noise is recurrent, intermittent, or constant; the volume and intensity; whether the noise has been enhanced in volume or range by any type of electronic or mechanical means; and whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof.

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§ 8.02.006

- (b) It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued, or permit the continuance of any sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of person(s) of ordinary sensibilities.
 - (c) It shall be unlawful for any person, between the hours of 10:00 p.m. and 7:00 a.m. the following morning, in either a public or private place or house in the city, to create, make or cause to be made upon musical instruments, horns or bugles, or by any other means, any loud noise which unreasonably disturbs others in the vicinity of any such public or private place or house.
 - (d) It shall be unlawful for any person to pour a slab, demolish a building, or utilize any commercial or industrial power tools before 7:00 a.m. or after 8:00 p.m. on any day without having notified all persons who would be entitled to notice of a zoning change under the city zoning ordinance as may be amended from time to time in relationship to the property upon which the pouring, demolition or use of tools is to take place at least ten (10) days prior to such activity. Such notice shall be sent in the same manner as set out in the zoning ordinance. No building permit shall be issued in the absence of such notice. This prohibition shall not apply to emergency work or city public works or utility crews.
 - (e) It shall be unlawful for any person to operate any gravel pit, rock crusher or other machinery for the separation, gathering, grading, loading or unloading of sand, rock or gravel within 600 feet of any private residence, church or hospital in the city during nighttime hours if the operation of such plant or machinery is attended with loud noise or noises reasonably disturbing to neighboring person(s) of ordinary sensibilities.
 - (f) The acts enumerated in the following sections of this article, among others, are declared to be loud, disturbing and unnecessary noises in violation of this article, but such enumeration shall not be deemed to be exclusive.
 - (g) This article shall not apply to any public utility or public works.
- (Ordinance 1-20-2020, sec. 1.04, adopted 1/-/2020)

§ 8.02.005. Noisy vehicles; idling vehicles.

The use of any motor vehicle so out of repair or so extra loaded that it creates any loud and unreasonable or unusual (that is, not standard equipment for the type vehicle, or which violates state regulations for equipment or emissions), grating, grinding, rattling, or any other loud and unreasonable sound is hereby prohibited and declared to be unlawful.

(Ordinance 1-20-2020, sec. 1.05, adopted 1/-/2020)

§ 8.02.006. Amplified sound.

- (a) Restrictions.
 - (1) It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued, or permit the continuance of any sound using any sound amplifier that is part of or connected to any speaker system, radio, stereo

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receiver, compact disc player, cassette tape player, microphone, or any other sound source, when operated:

- (A) In such a manner as to disturb the peace, quiet, and comfort of the neighboring inhabitants; or
- (B) At any time with louder volume than is necessary for convenient hearing for persons who are in the vehicle or within the property or premises in which such sound amplifier is operated and who are voluntary listeners thereto.

- (2) The operation of any such sound amplifier in such a manner as to be plainly audible at a distance of 50 feet or more from a vehicle shall be presumed to be in violation of this section. The operation of any such sound amplifier in such a manner that bass sounds are plainly audible at a distance of 50 feet or more from the property line of a property or premises in which the amplification is located shall be presumed to be in violation of this section.

- (b) Defenses. It is an affirmative defense to prosecution under this section that the sound source is a motor vehicle and that:

- (1) The motor vehicle is a mobile sound stage or studio that is being used on a stationary basis at a location not situated upon any street for the purpose of providing sound, during daytime hours, for an event or function; and
- (2) The use is in compliance with all other provisions of this article and any other regulations of the city.

(Ordinance 1-20-2020, sec. 1.06, adopted 1/-/2020)

**ARTICLE 8.03
NUISANCES**

**Division 1
Generally**

§ 8.03.001. Authority.

This article is adopted pursuant to the police powers and authority given general law cities by the constitution, codes and general laws of the State of Texas, including but not limited to chapter 51, Texas Local Government Code, and the Texas Health and Safety Code.

(Ordinance 11-17-03 (ord. 1), art. I, sec. 1, adopted 11/17/2003)

§ 8.03.002. Purpose.

The purpose of this article is to provide for public health and general welfare, the efficient and effective provision of city services and the protection of the environment and natural resources of the community. From and after the passage of this article all occupancies and uses within the city shall conform to the following rules and regulations.

(Ordinance 11-17-03 (ord. 1), art. I, sec. 2, adopted 11/17/2003)



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between Bureau Veritas North America, Inc., ("BVNA"), and the City of Holland, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, **BVNA** shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as “BVNA”) for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except

those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold

harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A SCOPE OF SERVICES

FIRE SERVICES

Fire Services Plan Review

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a properly licensed contractor.

Fire Services Inspections

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority. The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a properly licensed contractor.

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

**ATTACHMENT B
FEE SCHEDULE**

FIRE SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

**Fire Code Plan Review Services - Commercial and Multi-Family construction
(Fire Alarm System & Fire Sprinkler System)**

Construction Valuation of Project *	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.10 for each additional \$1,000.00

**Fire Code Inspection Services - Commercial and Multi-Family construction
(Fire Alarm System & Fire Sprinkler System)**

Construction Valuation of Project *	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00
\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.20 for each additional \$1,000.00

* Valuation is based on construction valuation for project

Underground Fire Sprinkler Supply Line

Fire Code Plan Review	\$150.00
Fire Code Inspection (Sprinkler supply and FDC lines only)	\$350.00
Fire Code Inspection (Private Fire Main)	\$450.00

Alternative Fire Suppression System

Fire Code Plan Review	\$150.00
Fire Code Inspection	\$200.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections	\$150.00
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Annual Fire Safety Inspections	
Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00
Underground / Aboveground Fuel Storage Tanks	
Fire Code Plan Review	\$150.00
Fire Code Inspection (Tank Only)	\$250.00
Fire Code Inspection (Piping and Dispensers)	\$450.00
Site Plan	
Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,200,000.

Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.

The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

HOLLAND REBORN BUILDING/BUSINESS INCENTIVE GRANT PROGRAM

**Façade Improvements
Building Improvements
Property Redevelopment/Remediation**

Administered by:

**Holland Municipal Development
District**

March 2025

Holland Reborn

CURRENT CONDITIONS

A cumulative effect of a loss of businesses in town has created a deteriorated local tax base, and lack of maintenance and improvements in commercial areas such as downtown. The deteriorated physical appearance of Holland perpetuates a negative impression of the community which creates a negative feedback loop for residents and visitors.

For example, the downtown vacancy rate is 52%; taxable downtown properties make up 2.4% of the City's total tax base; downtown businesses contribute 0.6% to the City's sales tax revenue.

The purpose of this policy document is to try to correct these conditions.

VISION AND GOAL

The City of Holland seeks to have a strong, locally grown economy that is kid and dog friendly.

This policy will address the business aspects of this vision statement by providing targeted incentives to attract entrepreneurs and businesses to invest in Holland.

PROGRAM OBJECTIVES

The City of Holland and the Holland Municipal Development District seek to create a vibrant community where:

- Downtown is attractive so that a positive impression of the community is created.
- Investment in commercial buildings is stimulated so that local jobs are created and tax revenue generated.
- Investment risk in blighted and distressed properties is reduced.

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PROGRAM COMPONENTS

The Building/Business Incentive Grant Program has three components which may or may not be used in combination with each other

1. Façade Improvements – a 50% matching grant program to improve the exterior appearance of commercial buildings
2. Building Improvements – a matching grant program to reactivate blighted and distressed buildings through improvements in the plumbing, electrical, and structure.
3. Property Redevelopment/Remediation – a matching grant program meant to reduce investment risk in blighted commercial properties in Holland.

ELIGIBLE APPLICANTS

To be eligible to receive assistance in any one of the three program components, all applicants must:

1. Be either a property owners or tenant/business owners of properties located in a business-zoned property (zoning classification commercial or industrial) within the City of Holland and its ETJ area.
2. Business owners/tenants must have been at the location for at least six months. New businesses must submit a written Business Plan. Business tenants (non-property-owners) must have the property owner's express consent for the proposed improvements.
3. To participate in the Program, Applicants must complete and submit the Program application form provided by the MDD along with the required attachments.
4. Property taxes must be current, and participants must represent that to the best of their knowledge they have no debts in arrears to the City when a commitment letter is issued.
5. Further, the Applicant must certify that there are no current code enforcement actions pending against the property that would not be mitigated by the project. The applicant must describe measures to remedy active code enforcement actions on the property, if any exist

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GENERAL PROGRAM POLICIES

Ineligible Costs

In-kind, donated, “sweat equity” or similar no cost to the Applicant improvements, services, or materials will not be matched and are ineligible costs under the Program.

Design Requirements

Applicants are encouraged to promote historic preservation, energy efficiency, and accessibility standards in designing improvements, to the extent that they are financially feasible or required by law. All improvements must conform to applicable city building codes, zoning ordinances, local and state laws.

Reimbursement

Any reimbursement to an applicant will only be made once project work is completed and under certain conditions of the program components.

Projects That Commence Prior to MDD Board Approval

The MDD recognizes that the speed of business and investment does not always match the speed of government. Applicants are encouraged not to begin a construction project until the MDD Board approves their application if they expect to be fully reimbursed. The Board may, at its own discretion, approve a grant application after work has commenced.

Project Start-Completion Schedule

Projects must begin within 45 consecutive business days from the date of the MDD Board approval. Projects must be complete 180 business days from the date of Board approval. The MDD Board reserves the right to grant extensions on a case-by-case basis. However, applicants must make a formal written request for an extension.

Project Change Orders

The MDD must approve in writing any change orders for the proposed work. MDD staff is allowed to approve minor changes; the MDD Board shall approve changes of substance to the project.

Withdrawal

The MDD Board of Directors reserves the right to withdraw grant approval and funding under any circumstances.

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Process of Appeal

There will be no procedure for the appeal of a decision made by the MDD Board of Directors.

Funding Availability

Funding is limited and incentive awards will be subject to funding availability; Project Applicants will be prioritized on a first-come, first-serve basis. The MDD Board reserves the right to propose a Budget Amendment or Adjustment, per established financial policies, to alter program funding for a particular fiscal year.

Repeat Applicants

Applicants are allowed to reapply for further property improvements 2 years after the reimbursement check has been issued to them.

First time applicants will receive priority over repeat applicants

Maintenance Requirements

By accepting Incentive funds, the Applicant commits to properly maintain all improvements, clean and free of graffiti for a minimum of 2 years at the Applicant's own cost and expense. Any damage to the property is to be repaired immediately by the Applicant so that the property remains in good condition and positively contributes to the City of Holland and its ETJ. Applicants will be strongly encouraged to touch up painted areas and perform any other repairs needed on an ongoing basis.

Promotional Rights

By accepting Program funds, Applicant authorizes the MDD to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and descriptions of the project and property in the MDD's printed promotional materials, press releases, social media, and websites.

Application Evaluation

The MDD Staff and Board will evaluate applications based on how well the proposed project advances the program's policy goals.

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PROGRAM COMPONENT DESCRIPTION

The Building/Business Incentive Grant Program will reimburse grantees for expenses under certain conditions described below.

Façade Improvements

The program provides matching funds for 50% of total façade improvements up to \$10,000 that restore, rehabilitate, enhance, or beautify a structure.

Eligible improvements include:

- Signs (new, repairs, replacement, removal)
- Grate and grate box removal or conversion of solid grates to an open mesh style
- Awnings
- Lighting
- Paint
- Removal/replacement of inappropriate or incompatible exterior finishes or materials
- Recessing/reconfiguring entrances
- Removal of extraneous elements
- Door/window replacement or repair
- Exterior cleaning
- Historical architectural elements
- Labor, design, and material costs
- Permit fees
- Architectural design and engineering

Reimbursement will be granted once work is complete and the applicant can provide proof of payment to contractors.

Building Improvements

The program provides matching funds for 15% of building improvements based on the following guidelines with a maximum award of \$15,000:

Eligible improvements include:

- Labor, design, and material costs
- Permit fees
- Architectural design and engineering
- Improvements to bring the building into code compliance, e.g., plumbing, electrical, structural.
- Other structural deficiencies which would prevent the building from being utilized for an active business.

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Reimbursement will be granted when the following three conditions are met:

1. Once work is complete,
2. The applicant can provide proof of payment to contractors, and
3. The City has issued a Certificate of Occupancy to the applicant.

Property Redevelopment/Remediation

This program component is meant to incentivize and reduce the risks involved with redeveloping a blighted structure or property. The goal is to use existing commercial properties as locations to construct new buildings once substandard or blighted properties are remediated.

Eligible activities include, but are not limited to

- Structure demolition
- Environmental remediation
- Legal fees necessary for curing deficient property titles

Reimbursement will be granted when the following three conditions are met:

1. Once work is complete, up to an including the construction of a new building,
2. The applicant can provide proof of payment to contractors, and
3. The City has issued a Certificate of Occupancy to the applicant.

Given the wide variety and costs associated with property redevelopment, the following guidelines are implemented. However, the MDD Board reserves the right to customize a grant application to meet a project's particular needs.

Demolition - Single family home or individual structure – the MDD will reimburse the applicant up to 50% of the cost for the demolition and removal of a single family home or individual structure up to \$5,000 upon the completion of a new structure on the property.

Demolition - Large building – the MDD will reimburse the applicant up to 50% of the cost for the demolition and removal of a large building up to \$15,000 upon the completion of a new structure on the property.

Environmental remediation – The MDD will reimburse the applicant up to 50% of the cost for any necessary environmental remediation up to \$25,000 upon the completion of a new structure on the property. Examples of environmental remediation include but are not limited to: tires; oil, gas and chemical tanks; asbestos; other hazardous materials and waste.

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Legal fees – The MDD will reimburse the applicant up to 50% of the cost up to \$5,000 for any necessary legal fees which may be required to cure a property title so that the property can be developed.

APPLICATION PROCESS

1. An application, attached to this policy document, will need to be completed with all required information.
2. MDD staff will review the application and supporting materials for completeness. If required, staff will contact the applicant to resolve any deficiencies.
3. MDD staff will make a funding recommendation to the MDD Board based on the following criteria and preferences:
 - Appropriateness of Project
 - Creativity
 - Timeliness
 - Community Impact
 - Permanent, Tangible Improvements
 - Economic Impact
 - Preservation
 - Rehabilitation
 - Location and Visibility

Applicants may be invited to present their applications before the MDD Board.

4. The MDD Board will review and discuss the application at their regular Board meeting and will make the final decision on approving a grant application and funding amount.
5. MDD staff will notify the applicant in writing via email on their application status and provide a notice to proceed.

REIMBURSEMENT PROCESS AND POLICY

Requests for reimbursement will only be processed after the rehabilitation/improvement work is completed and approved following a final field inspection by Holland MDD staff to verify compliance with the project scope.

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All expenses must be paid by check or Credit/Debit Card. No cash payments to contractors will be accepted.

Reimbursement claims must be accompanied by the following supporting documents: statements from architects, contractors and/or subcontractors acknowledging that all payments have been received; notarized final lien waivers from all contractors and/or subcontractors, if applicable; proof of final City inspections and Certificate of Occupancy (CO), if applicable; and a hard copy and/or digital "after" photograph of the facade improvements.

A photocopy of all Credit/Debit Card receipts and/or the front and back of all cancelled checks must be submitted for reimbursement along with an invoice marked "paid." All invoices must clearly indicate the work that was performed, the amount of the invoice as well as the corresponding Credit/Debit Card receipt(s) and/or check number(s).

All payments are subject to the review and approval of the Holland MDD. Please allow up to 15 business days for receipt of the reimbursement check.

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APPLICATION FORM

HOLLAND MUNICIPAL DEVELOPMENT DISTRICT BUILDING/BUSINESS INCENTIVE GRANT PROGRAM

Holland MDD
102 W. Travis St.
Holland, TX 76534
254-657-2460

Date:

1. Applicant Information	
A. Applicant's Name	
Address	
Phone Number	
Email Address	
B. Business Name	
Address	
Phone Number	
Email Address	
C. Address of Project Site	
D. Applicant's Tax ID#	
E. Name of Property Owner	
F. Type of Entity Applying for Award	<input type="checkbox"/> Individual(s)
	<input type="checkbox"/> General Partnership
	<input type="checkbox"/> Limited Partnership
	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Other
G. Type of Business (Retail, Service, etc.)	
H. Business Description	
I. Type of Program Component – check all that apply	<input type="checkbox"/> Façade Improvements
	<input type="checkbox"/> Building Improvements
	<input type="checkbox"/> Property Redevelopment/Remediation

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2. Project Information	
A. Description of Proposed Improvements (Attach additional pages if needed)	
B. Estimated Cost of Improvements	\$
Contractor's detailed cost estimate must be attached	
C. Name of Contractor or Person who will be managing construction work	
Address	
Phone Number	
Email Address	
D. Applicant's architect or sign designer/installer (* required)	
E. Estimated date of project commencement	
F. Please provide a detailed project timeline	

3. Required Application Documents:

- A. Contractor's detailed cost estimate or bid on contractor's letterhead. Include a breakdown of all anticipated expenses.
- B. Proof of property ownership or letter of consent from property owner if the applicant is a tenant.
- C. Photograph(s) of the existing building/property
- D. Rendering from architect, contractor, or designer depicting the exterior of the building after completion of proposed project. Or other appropriate methods of explaining the proposed improvements.
- E. Painting samples, if applicable
- F. Business plan for businesses less than 6 months at location.
- G. Proof of no outstanding property taxes owed on the building
- H. Remedies for active City code enforcement cases, if applicable

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Conditions and Acknowledgements Statement

This Façade Improvement Incentive Program is subject to change or cancellation at any time by a vote of the Holland MDD Board of Directors. In addition, any policy or procedure described herein may be waived by official action of this same committee. The MDD reserves the right to reject any/and or all applications.

If I am successful in obtaining a Holland Façade Improvement Incentive from the MDD, I am obligated to maintain the funded improvements for a minimum of two years from the time I receive reimbursement. If the improvements are removed or changed prior to the 2-year timeline without prior approval, I agree to reimburse the Holland MDD for the entire amount of the Incentive.

I have read, understand, and will comply with the criteria described in this application, as well as the timeline, and I certify that the above information is true and correct to the best of my knowledge. I certify that I am current with all local, state, and federal taxes and business fees.

I hereby acknowledge that, to the best of my knowledge, there are no active code enforcement violations or cases regarding the property.

I also hereby acknowledge my application for an incentive and do authorize the MDD to obtain verifications from any source named in this application.

Applicant's Signature: _____

Date: _____

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Approvals (MDD Use Only)

Application Received by MDD: Date _____

Receipt of following supplementary materials

- ☐ Drawing, Rendering, Sketch
- ☐ Cost Estimates
- ☐ Letter of consent from property owner
- ☐ Photos and paint samples
- ☐ Other additional information provided by the applicant

Approved by MDD Board: Date _____

Notice to Proceed Notification: Date _____

Project Completion Date: _____

City of Holland Employee Policy Manual

This Manual and its Updates are Effective May 2025

Revisions 04/28/2025



Employee Agreement

I understand that this Employee Policy Manual, which is in electronic format on the City of Holland website, is intended only to provide guidance in understanding the City of Holland employment policies, practices, and benefits. I understand that as an employee of the City I am required to comply with all the City's policies and procedures.

I further understand that the City of Holland Employee Policy Manual is not a contract of employment. I understand that my employment is At-Will and may be terminated by either myself or the City at any time, with or without cause, and with or without notice.

Except for the policy of "At Will" employment, I understand that the City of Holland retains the right to change this Manual, and to modify or cancel any of its employee benefits when the need for change is recognized.

I further understand that as a City of Holland employee, I have a personal responsibility to provide quality service to the public, to achieve the highest degree of safety possible for my fellow workers, to make suggestions continually for improvements, and to display a spirit of teamwork and cooperation.

Employee Printed Name

Employee Signature

Date

AUTHORITY AND APPLICABILITY

THESE RULES SHALL APPLY TO ALL CITY EMPLOYEES, EXCEPT AS SPECIFIED HEREIN, OR WHERE INCONSISTENT WITH CITY ORDINANCE, CITY CHARTER, AND STATE, OR FEDERAL LAWS. THE CITY ADMINISTRATOR SHALL BE RESPONSIBLE FOR THE APPLICATION OF THESE RULES AND SHALL CONSTITUTE THE FINAL ADMINISTRATIVE AUTHORITY IN THEIR INTERPRETATION AND ENFORCEMENT.

AMENDMENTS TO PERSONNEL POLICIES AND PROCEDURES

THE CITY OF HOLLAND PERSONNEL POLICIES AND PROCEDURES MAY BE AMENDED BY THE CITY ADMINISTRATOR FROM TIME TO TIME. SUCH AMENDMENTS WILL BE INCORPORATED INTO THIS EMPLOYEE POLICY MANUAL AND PUBLISHED ELECTRONICALLY ON THE CITY'S WEBSITE AND WILL BE ACCESSIBLE TO ALL CITY STAFF. IT IS THE DUTY OF EACH EMPLOYEE TO READ AND BECOME FAMILIAR WITH THESE RULES. IF ACCESS TO A COMPUTER IS NEEDED, IT IS THE EMPLOYEE'S RESPONSIBILITY TO SPEAK TO THEIR SUPERVISOR, DEPARTMENT HEAD, DEPARTMENT DIRECTOR, IT OR CITY ADMINISTRATOR FOR ACCESS TO A COMPUTER IN ORDER TO REVIEW THESE POLICIES AND PROCEDURES IF ONE HAS NOT BEEN ASSIGNED TO THEM FOR WORK PURPOSES. ALL DIRECTORS AND SUPERVISORS SHALL NOTIFY CITY ADMINISTRATOR IF AN EMPLOYEE SEEKS ASSISTANCE OR DISCLOSES THAT HE/SHE SPEAKS/ READS ENGLISH AS A SECONDARY LANGUAGE AND MAY REQUIRE TRANSLATION OF ALL OR PORTIONS OF THIS POLICY MANUAL. ALL BUDGETARY AND WAGE-RELATED POLICY CHANGES SHALL BE APPROVED BY CITY COUNCIL.

PERSONNEL RECORDS

THE CITY ADMINISTRATOR OFFICE SHALL MAINTAIN AN COPY OF THE PERSONAL WORK HISTORY RECORDS OF EACH EMPLOYEE. RECORDS SHALL BE MAINTAINED ON INACTIVE EMPLOYEES IN ACCORDANCE WITH THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION RETENTION SCHEDULE FOR RECORDS. AN EMPLOYEE'S RECORDS ARE AVAILABLE FOR INSPECTION IN THE CITY ADMINISTRATOR OFFICE BY THE EMPLOYEE, INDIVIDUALS AUTHORIZED BY THE EMPLOYEE, HIS/HER IMMEDIATE SUPERVISOR, AND THE DIRECTOR/DEPARTMENT HEAD OR DESIGNEE. IN RESPONSE TO REQUESTS BY AGENCIES OR INDIVIDUALS OUTSIDE THE CITY GOVERNMENT, THE CITY ADMINISTRATOR OFFICE WILL RELEASE ONLY EMPLOYMENT HISTORY INFORMATION, WHICH IS PUBLIC RECORD, THAT WHICH IS REQUIRED BY LAW TO BE RELEASED, OR WHICH, IF RELEASED WILL NOT VIOLATE THE EMPLOYEE'S RIGHT TO PRIVACY WITH APPROPRIATE AUTHORIZATION.

ONLY THE CITY ADMINISTRATOR IS AUTHORIZED TO DISCUSS AN EMPLOYEE'S MEDICAL CONDITION(S) OR TEST RESULTS FROM ANY LAB. FAILURE TO COMPLY WITH THIS SECTION MAY LEAD TO EMPLOYEE DISCIPLINE INCLUDING TERMINATION.

DEFINITIONS:

ANNIVERSARY DATE: THE DATE RECOGNIZED AS BEING A FULL YEAR, OR MULTIPLE YEARS, FROM THE DATE OF INITIAL EMPLOYMENT OR REHIRE. ANNIVERSARY DATE AS IT RELATES TO FULL-TIME EMPLOYEES: LONGEVITY PAY SHALL BEGIN ONE FULL YEAR FROM THE DATE THE EMPLOYEE BECAME A FULL-TIME EMPLOYEE.

DEPARTMENT HEAD: A PERSON RESPONSIBLE FOR THE ADMINISTRATION OF ONE DEPARTMENT. AT TIMES IT MAY BE USED INTERCHANGEABLY WITH THE DIRECTOR.

DIRECTOR: A PERSON APPOINTED BY AND DIRECTLY RESPONSIBLE TO THE CITY ADMINISTRATOR FOR OVERALL MANAGEMENT OF ONE OR MORE DEPARTMENTS, A DIRECTOR MAY ALSO BE CALLED A DIRECTOR/DEPARTMENT HEAD AND THE TWO AT TIMES MAY BE USED INTERCHANGEABLY.

NEPOTISM: IS THE SHOWING OF FAVORITISM TOWARD A RELATIVE BY BLOOD OR MARRIAGE

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CHAPTER 1 GENERAL PROVISIONS

Introduction

- a) The purpose of the City's Employee Policy Manual is to provide a consistent guide to personnel actions involving City employees', it is not intended to create contractual rights regarding employment, termination, or other personnel actions. It is not intended to give specific guidelines for every conceivable personnel action, but rather to be a guide for resolving personnel matters. This manual references policies and forms which can be found in the city's shared drive. This document is sufficiently broad to provide the latitude of discretion which may be needed in individual circumstances. However, this degree of discretion shall not be permitted to violate the Policy's intent. This Policy should be referred to regularly when making decisions affecting City personnel. It will help to ensure that decisions are fair, consistent, and in accordance with the desires of City management. These policies may also apply to volunteers of the City.
- b) Personnel Policies are developed by the City Administrator. The general content of these policies includes information regarding equal employment opportunity, a work environment that is free of discrimination, bullying, retaliation, harassment including sexual harassment, a code of conduct, emergency conditions, personnel files, and departmental policies and procedures.

Management Authority

- a) The City may modify, revoke, suspend, interpret, terminate, or change any or all its policies and procedures in whole or in part, at any time. Policy administration rests with City management and City management reserves sole authority to administer City operations.
- b) This policy manual supersedes all previous personnel policy manuals or handbooks approved or utilized by the City of Holland and becomes effective May 2025.
- c) The City Administrator is delegated the responsibility for developing, administering, interpreting, and maintaining personnel policies. Directors/Department Heads are responsible for enforcing these policies and for cooperating with City Administrator and his/her designee(s) on all matters pertinent to their organizational units. Directors/Department Heads are responsible for assisting the employee or volunteer in accessing a copy of the city policies. All employees have a responsibility and role in the implementation of these policies and procedures.
- d) These personnel policies shall apply to all City employees, including full-time employees, part-time employees, temporary/seasonal employees, and volunteers, except where these policies may conflict with federal, State, or local legislation. Enforcement of these policies is handled in the manner prescribed by the individual policies and if not stated then by City Administrator.
- e) These policies relate only to matters of personnel management and do not include any departmental procedures, standard practices, standing orders, or other technical matters. Supplemental rules for all City departments may be developed within the respective departments so long as these departmental policies do not conflict with City personnel policies and procedures.

At-Will Employment

- a) Employment with the City is for no fixed or definite term. All employment by the City has been and continues to be At-Will, except for those positions that may have a written contract approved by the City Council. That means that both the employee and the City have the right to terminate employment at any time, with or without notice, and with or without cause. This Policy does not constitute a contract of employment. Nothing in this policy is intended to alter the continuing At-Will status of employment with the City.

Equal Opportunity Employer (EEO)

The City of Holland is an Equal Opportunity Employer (EEO). The City does not discriminate against qualified applicants or its employees in its employment policies, practices, and access to its services. Title VII of the Civil Rights Act of 1964, as amended, and other federal civil rights laws, prohibits discrimination against or preference for any person in recruitment, hiring, discharge, pay, fringe benefits, membership, training, examination, appointment, promotion, retention, discipline, or any other aspect of employment because of race, color, sex, age, religion, national origin, veteran status, marital status, disability, or on the basis of genetic information, and all other categories protected by law. The City will not allow illegal discrimination in the workplace, and conduct found to violate the City's policies relating to discrimination and harassment may lead to discipline up to and including termination.

Americans with Disabilities Act Amendment Act (ADAAA) Accommodation Policy

- a) The City is committed to complying with all applicable provisions of the ADAAA. It is the City's policy not to discriminate against any qualified employee or applicant regarding any terms or conditions of employment because of such an individual's disability or perceived disability so long as the employee can perform the essential functions of the job with or without reasonable accommodations. Consistent with its policy on nondiscrimination, the City will provide reasonable accommodation determined through an interactive process, to a qualified individual with a disability as defined by the ADAAA, who has made the City aware of his or her disability and needs an accommodation, provided that such accommodation does not place an undue hardship upon the City.
- b) An employee with a disability who believes that he or she needs reasonable accommodation to perform the essential functions of his or her job should submit a request in writing to the City Administrator. The City encourages individuals with disabilities to make the City aware of any disability and to request reasonable accommodation.

Procedure for Requesting Accommodation

- a) Accommodation requests will be evaluated on a case-by-case basis through an interactive process. In response to an accommodation request, the City Administrator and the employee's supervisor will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to enable the employee to perform the essential functions of his or her job. If the employee seeks but it is unable to suggest appropriate accommodation, the

City may consult with outside agencies and organizations to identify reasonable accommodation options for the specific situation.

- b) The City Administrator and the employee's supervisor will determine the feasibility of the requested accommodation. Various factors will be considered, including but not limited to, the nature and cost of the accommodation, the City's overall financial resources, the accommodation's impact on the operations of the City and the individual department or division, including its impact on the ability of other employees to perform their duties, and on the City's ability to conduct business.
- c) The City Administrator will inform the employee of the decision on the specific accommodation request, any alternative accommodation proposed, or how to implement the approved accommodation. If the accommodation request is denied, the employee will be advised of the right to appeal the decision to the City Administrator by submitting a written statement explaining the reasons for reconsideration of the request within five (5) business days. If the request on appeal is denied that decision is final. If an employee's circumstances or needs change, he or she may restart the interactive process and request reasonable accommodation, even if an earlier request has been denied.
- d) The City does not need to provide accommodation if doing so would cause an undue hardship, meaning the accommodation is unduly costly, extensive, substantial, or disruptive or would fundamentally alter the nature or operation of City business.
- e) The ADAAA does not generally require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items at the City's cost (i.e., eyeglasses, hearing aids, wheelchairs, etc.).
- f) Employees who fail to return to work after the conclusion of an approved leave, including any extensions of leave granted as reasonable accommodation, shall be regarded as having voluntarily resigned their position.

Discrimination and Retaliation-Free Work Environment Policy

- a) All City employees are entitled to a work environment free from discrimination and retaliation. Discriminatory treatment occurs when an individual uses a protected class (those groups protected from employment discrimination by law) as a basis for an adverse employment action or decision. This policy covers allegations of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, age, disability, or genetic information discrimination in, transfer, compensation, termination, and conditions, or privileges of employment.
- b) The City considers discrimination and retaliation to be grave acts of misconduct and may subject the perpetrator to disciplinary action up to and including termination. Supervisors are accountable and have an obligation to pursue a discrimination and retaliation-free workplace environment.
- c) The City will investigate every report of an alleged incident committed in the workplace and will take appropriate action. The result of that action may range from informal counseling to disciplinary action, up to and including termination the first time such behavior occurs. Every City employee shall support and enforce this policy.

Harassment-Free Work Environment Policy

- a) It is the right of all employees to perform their jobs in an environment free from all forms of harassment, including innuendo, physical contact, verbal suggestiveness, or derogatory ethnic/racial/sexual remarks. While supervisors are responsible for creating and maintaining an atmosphere free of harassment,

employees are responsible for respecting the rights of co-workers. The City will not tolerate conduct or material that is offensive to a reasonable person, or retaliation for invoking the Americans with Disabilities Act, or conduct or material that is offensive to any individual with a known disability.

- b) Title VII of the Civil Rights Act of 1964, as amended prohibits discrimination on the basis of sex. Additionally, the Equal Pay Act of 1963 prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment; recognizing that not all employees perform at the same level, employee salaries may be different based on factors other than sex, including individual performance evaluations.
- c) The Equal Employment Opportunity Commission (EEOC) defines unlawful Sexual Harassment as unwelcome, sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, including hiring, promotion, pay, fringe benefits, job training, classification, referral, and other aspects of employment, or submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- d) It is the City's policy to prohibit sexual harassment and discrimination in the workplace. This policy covers vendors, customers, volunteers, and others who enter our workplace as well as all employees.

Harassment and Anti-Violence Workplace

The City prohibits and will not tolerate employee conduct that is harassing, intimidating, bullying, threatening or violent, including, but not limited to: inappropriate or harassing comments, jokes, references, or mannerisms; threats of violence; physical challenges to fight; stalking; inappropriate or harassing physical conduct; attempted assault or assaulting of fellow employee(s), vendors, customers, or any others who enter our workplace. Employees should make any complaint that they may have under this policy by completing the City of Holland Harassment Complaint Form HR-06 and filing the form with the City Administrator. Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination. Directors, department heads and supervisors are required to immediately take action, report, and notify City Administrator of any conduct that is harassing, intimidating, bullying, threatening, or violent.

Online & Electronic Harassment

Consistent with the spirit and intent of the Sexual Harassment and Discrimination Policy and the Harassment and Anti-Violence Workplace Policy mentioned above, the City will not tolerate harassing, intimidating, bullying, threatening or violent employee or volunteer conduct or behavior that creates intimidating, hostile or offensive environments online or through electronic means. The City prohibits such conduct whether it occurs at work or outside of work via any social media, including but not limited to chats, tweets, message boards, blogs, social networking sites such as Facebook, LinkedIn, Twitter, instant messaging, avatars, spam, redirected or automatic linking, popups, or other Internet sources or through electronic means such as text messages, email messages, voicemail messages, or images relayed on cell phones, computers, or tablets when they are directed toward or concern a City employee, a City representative or when they create a harassing, bullying, or intimidating environment at work. These forms of harassment commonly referred to as online harassment, cyberstalking,

cyberbullying, or textual harassment are prohibited to the same extent that the similar in-person conduct, or comments are prohibited as described in the Sexual Harassment and Discrimination Policy. The transmission of offensive messages, humiliating comments, threats, or pornographic or lewd images or recordings by City employees to or about any other employee or representative, whether on City-provided equipment or otherwise, constitutes a violation of this policy. An employee who suspects he or she has been subjected to online harassment should save a copy of the harassing material and forward the material together with his/ her completed Harassment Complaint Form HR-06 to the City Administrator or the City Administrator. Any employee who violates this policy will be subject to disciplinary action, up to and including termination.

Online Impersonation

- a) Employees should be aware that Section 33.07 of the Texas Penal Code criminalizes social media masquerades. This is also known as “catfishing” which means attempting to pretend to be someone you are not online and includes creating a fake profile on a social networking site, to enable online communications or to open social media accounts with a different identity. This type of online impersonation includes posting or messaging the name, address, phone number or other identifying information about a person without their consent and with the intent to cause the recipient of the communications to believe the person transmitting is authorized to do so, and has the intent to harm or defraud, intimidate, or threaten.
- b) Any employee found in violation of this policy will be considered to have violated the City’s policy concerning online harassment and will be subject to disciplinary action, up to and including termination. The only exception to this policy involves undercover police operations at the direction of the Chief of Police or designee.

Complaint & Grievance Procedures

The City is committed to a workplace free of discrimination and harassment. Any employee that is subject to, is a witness to, or becomes aware of any conduct that might be considered discrimination, harassment, bullying, intimidation, threatening or violence of any employee must immediately report the incident to their immediate supervisor, the City Administrator (Ref Section 7.03). If a supervisor is notified of a complaint, he or she should immediately notify the City Administrator. If the supervisor is the person engaging in the alleged conduct that is the subject of the complaint, the employee should report the conduct to any other supervisor, the City Administrator. The City Administrator shall be notified of any complaint made against the Chief of Police, at which time the City Administrator shall determine the appropriate investigating party, which may include hiring an independent third- party solely for the purpose of investigation. If a complaint is against the City Administrator, the employee should report the complaint to the City Administrator who will forward the matter to the Mayor and City Attorney. A complaint against the City Administrator may be investigated by an independent third party if approved by the council.

- a) The following steps should be taken to file a complaint.
- b) If a person is filing a complaint or grievance as a result of a known disability, the person should follow the ADA Grievance Procedures.
- c) The City Administrator will investigate. When appropriate, law enforcement officials will be involved to ensure the safety of employees.

- d) If it is determined that discrimination or harassment did occur, the City will take immediate corrective action to end the harassment or discrimination, return any lost benefits or opportunities to the employee, restore a proper workplace environment, and discipline the harasser in compliance with Texas Labor Code Sec. 21.142 Unlawful Employment Practice. The disciplinary or corrective action taken may include discipline up to and including termination.
- e) Complaints made in good faith will in no way be held against any employee. However, the misuse of the complaint process may result in appropriate disciplinary action up to and including termination.
- f) The City will not tolerate retaliation of any kind and in any manner. This protection extends not only to individuals who complain about unlawful harassment or activities, but also to those who serve as witnesses or participate in investigations under this policy.
- g) Confidentiality will be maintained as much as possible regarding complaints of unlawful harassment. However, absolute confidentiality cannot be promised as complaints may be disclosed during the course of the investigation, but only to those who need information to investigate or take corrective action, or as dictated by Texas or Federal law.

Fraud Policy

- a) The purpose of this policy is to establish a fraud policy to convey, both internally and externally, the intent and conviction that all City business is conveyed with integrity using the highest ethical standards possible. To accomplish this purpose, this policy seeks to establish rules that clearly define acceptable behavior, prevent fraud, and outline the appropriate response to allegations of fraud in connection with City programs, functions, or activities. This policy applies to all City employees. Fraudulent activity is prohibited. All allegations of fraudulent activity will be investigated.
- b) If it is determined that any employee has engaged in fraudulent activity, the employee will be subject to discipline, up to and including termination of employment, and referral may be made to an appropriate law enforcement authority. Retaliation against any employee for reporting what is believed to be fraudulent activity or for participating in or cooperating in an investigation or an allegation of fraud, is prohibited.
- c) The City is committed to protecting its revenue, property, information, and other assets from any attempt, either by members of the public, contractors, vendors, volunteers, or its own employees, to gain by fraud or deceit, financial or other benefits. It is everyone's responsibility to report any possible fraudulent activity or irregularity. The City will make every reasonable effort to identify and promptly investigate all instances of known or alleged instances of fraudulent activities or other fiscal irregularities.
- d) When suspected fraudulent incidents or practices are observed by or made known to an employee, the employee shall report the incident or practice(s) to their supervisor. If it is inappropriate to report the incident to the supervisor or if an employee is uncomfortable reporting the incident or practice(s) to the supervisor, the employee may report it to their Director/Department Head, and the City Administrator.
- e) Unless there is a conflict of interest, the respective Director/Department Head has the primary responsibility for the investigation of all suspected fraudulent acts in their department as defined in the policy. The Director/Department Head shall provide the findings of the investigation including the determination if fraudulent activities have occurred, by issuing a report to the City Administrator and City Administrator. If, during an administrative investigation of an employee, information is found or developed indicating the employee may have committed a criminal offense, the information will immediately be referred to the appropriate law enforcement agency for investigation.

- f) The City will take appropriate disciplinary and legal action against employees or others found to have violated this policy, including possible termination of employment, restitution, and disclosure of available information to the appropriate authorities for criminal prosecution. Fraud will not be tolerated and will be appropriately dealt with regardless of the individual's past performance, position held, length of service, or relation to the City.

Employee Privacy

- a) The City has a policy of respecting the dignity and worth of each individual employee while expecting that each employee shall offer his/her loyalty, respect, and best efforts in return. However, as public sector employees supported by public funds, employees should not expect privacy in their work, workstations, or any City owned property including vehicles or anything that belongs to the City used to produce that work.
- b) The City shall demonstrate its concern for individual dignity by minimizing its intrusion into the employee's off-the-job conduct except where it impacts the public's safety or brings disrepute to the City. However, the City shall retain its duties and privileges as an employer consistent with good business practices. This includes collection, retention, use, disclosure, and confidentiality of employee information. The City shall comply with all requirements of federal and State law regarding confidentiality of medical information. The City shall comply with the Health Insurance Portability Accountability Act (HIPAA).
- c) During the course of employment, employees/volunteers may have access to Confidential Information. Any Confidential Information, whether oral, written, or electronic, must be maintained in a manner that ensures its confidentiality. The release of such Confidential Information negatively impacts the City of Holland.
- d) Confidential information must be treated with respect and care by all employees/ volunteers who are authorized to have access to this information. Employees/Volunteers who are authorized to use or disclose confidential information also have the responsibility to safeguard access to such information. Employees/Volunteers who are authorized by the City of Holland to access confidential information have a responsibility to limit access to those that are not allowed by permission and by law. The access must be appropriate to the employee's job responsibility, and on a need-to-know basis only. A breach is a violation of this policy or state or federal law, or both. No employee other than the city Administrator may contact a medical provider or facility or drug testing facility directly regarding the condition or test results, of an employee or any other medical basis as permitted by this policy and law.
- e) City employees shall comply with the terms of the City of Holland Confidentiality Policy HR-
- f) Employees who breach confidentiality will face disciplinary action up to and including termination.
- g) Volunteers who share confidential information will be removed as volunteers and prohibited from volunteering for the City in the future.
- h) All personnel files are subject to release as allowed by the Texas Public Information Act (Chapter 552 of the Local Government Code).
 - i) Responsibilities under Texas Public Information Act
- j) All employees are responsible for a level of confidentiality that will preserve an environment that supports sincerity, honesty, and ethical behavior.
- k) As official government records, most types of communication, unless they fit an exception to disclosure, may be made available to the public upon written requests in accordance with the Texas Public Information Act.
- l) Every employee is responsible for designating, in writing, whether any information about their home address, telephone number, or emergency contact information may be released under the Texas Public Information

Act. A Public Access Option Form HR-15 shall be in the employee's personnel file which states that this information is not to be released, otherwise it is subject to release under this Act.

Employee Access to Personnel Records and Management Files

Employees have the right to review information in their Personnel File. Any employee who requests to view their personnel file shall do so in City Offices with City Administrator personnel present. The City Administrator shall limit the availability of personal information to those authorized officials with a clear need to know.

Current Address and Information

Each employee is responsible for promptly notifying the City Administrator of changes in address, telephone number, marital status, and dependents. This responsibility includes employees on any type of leave of absence. The City Administrator will utilize the employee's legal name as displayed on the employee's Social Security card.

Confidentiality of Medical Information

- a) Federal law requires the City to maintain all employee medical information in a separate, confidential file. Therefore, in addition to a personnel file, the City maintains a separate medical file for each employee.
- b) Information that may be provided to the City by an employee's health care provider, and maintained in the confidential medical file, includes but is not limited to:
- c) A note to justify absence.
- d) A note to request a leave. A note to verify the employee's ability to return to work.
- e) Medical records to support a claim for disability benefits, sick leave bank hours, FMLA or PTO related to a medical condition.

Workers' compensation records

- a) It is important that employees understand that the records are confidential but that the confidentiality may be waived when the employee provides medical information to his/her.
- b) supervisor City Administrator. When an employee provides information to his/her supervisor, the supervisor is expected to share the information only on an "as needed" basis to other members of management.
- c) In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of their co-worker's medical information. Employees are expected to use discretion and judgment when dealing with such information, and are to refrain from passing along information, gossip, rumors, or anything else that may constitute an invasion of a co-worker's privacy or breach of confidence.
- d) All employees are entitled to have personal and medical information kept private. Under no circumstances shall a City employee disclose Protected Health Information (PHI) regarding another City employee.
- e) Unauthorized disclosure of PHI may constitute a crime and shall subject an employee to immediate disciplinary action up to and including termination. Any employee who believes that the City is not complying with requirements of medical record privacy may submit a written complaint to the City Administrator. The

complaint must contain a description of the complaint and an explanation of the circumstances surrounding the complaint.

- f) Complaints may also be filed with the Secretary of the U.S. Department of Health and Human Services. No retribution or negative action shall be taken or tolerated because an employee files a complaint with the City Administrator or the Department of Health and Human Services.

Emergency Conditions Personnel Policy

- a) The citizens of Holland depend on City employees before, during and after an emergency or disaster to provide quality customer service while maintaining and restoring essential public services for health, safety, and quality of life for our community. City employees demonstrate pride and commitment to quality customer service by ensuring a continuation of public services during the essential periods of every emergency or disaster. All employees are required to adhere to the City of Holland Emergency Operations Plan which details the scope, responsibilities, and implementation of the policy. This rule also sets out responsibilities of City employees before, during, and after disasters to ensure that City employees function as a team in preparing the City's vital assets, maintaining essential City services and in restoring City services.
- b) All staff shall be assigned to a Response Tier. Employees shall be notified of their assigned Response Tier at the time the City has been made aware of a potential emergency event unless otherwise directed by the City Administrator or the employee has an approved waiver. The Emergency Response Tiers are as follows:
 - Tier I

Tier I personnel are those who are on the Incident Command. This includes those designated by the Incident Commander-City Administrator as follows:

Incident Commander

Public Information Officer

Safety Officer

Liaison Officer

Emergency Administrator

Depending on the incident, this list may include the Operations Section Chief, Finance Section Chief, Logistics Section Chief, and Planning Section Chief.

- Tier II

Tier II personnel during an emergency event will be notified by their Director/Department Head if their need is anticipated based on the type of emergency event. This group may include personnel who are assigned mitigation tasks pre-event, and who may be designated to ride out an event at the City in order to be available to act immediately, particularly at the start of the recovery phase.

- Tier III

Tier III personnel may include the City Secretary and City Administrator who may be asked to leave the emergency event area/ City in order to respond from afar. This may include working from a hotel or other City.

- Tier IV

This Tier includes all other City staff not assigned to another Phase listed above.

- c) These personnel shall return to the City post event, and as soon as directed but after the City has been made secure and safe for return and the restart of operations.
- d) Each June 1, employees may apply for an Emergency Response Waiver on the prescribed form requesting exemption from responding to an emergency event. The waiver must be supported by documentation and approved by the Department Director/ Head. An approved Waiver is valid from July 1 through June 30 of the following year.

Departmental Policies and Procedures

Individual departments may develop supplemental personnel and administrative policies and procedures consistent with this Manual. Prior to implementation, all departmental policies will be reviewed by the Department Director to ensure consistency with existing policies and administrative rules. City Administrator will partner with Directors/Department Heads to develop policies that align business needs with applicable standards, city ordinances and city policies.

Computer Use

Internet access is provided by the City for use in attaining departmental objectives and goals. Use of the Internet to perform a job or enhance job effectiveness is permitted. Users are required to delete personal or non-business-related e-mail on City computers. Users should not have an expectation of privacy on a City provided network including internet access or e-mail.

Acceptable Use

- a) Permissible use of the System is to carry forward City business. Use is encouraged when it results in the most efficient and effective means of communication. It is the responsibility of the employee to use the System, including internet and e-mail, to assist in carrying out the business purposes of the City. This includes, but is not limited to:
- b) Perform job functions.
- c) Communicate information in a timely manner.
- d) Coordinate meetings of individuals, locations, and City resources.
- e) Communicate with departments throughout the City; and
- f) Communicate with outside organizations as required performing an employee's job functions.

Unacceptable Use

- a) Unless the use is related to the employee's job duties or authorized by a supervisor, employees may not use the System for any of the following purposes:

- b) Disable, remove, bypass, or uninstall any standard workstation, laptop, or mobile device host management controls (i.e., Anti-Virus software, Mobile agents).
- c) Attempt to bypass permissions and access assigned to the employee.
- d) Share passwords or transmit outside of the City of Holland networks any usernames, passwords, certificates, or other credential information utilized to access the City of Holland's networks.
- e) Under no circumstances is an employee of the City of Holland authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing City of Holland-owned resources.
- f) Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam) or creating or forwarding chain letters.
- g) The use of City email in an inappropriate manner.
- h) Sending, forwarding, creating, downloading, viewing, storing, or copying e-mails or information that violates any City policy, especially that of a racial or sexual nature, or that contains other derogatory content that violates any City policy. Employees who receive inappropriate e-mails with content not within the City's policies from any City employee must immediately report the matter to their supervisor or the City Administrator.
- i) Follow unknown email links and attachments. Treat them as suspicious unless the employee is expecting to receive them. Report any suspicious emails to the Information.

Technology (IT) Department.

- a) Surfing internet websites that are offensive, sexually explicit, and abusive, threatening, or using e-mail inappropriate for the workplace, or in an inappropriate manner.
- b) Spending excessive amounts of time on personal e-mail, surfing the internet, or participating in chat rooms. Excessive use is defined as any use that could generate additional expenses to the City, or decrease customer service internally or externally, or otherwise lower the productivity of employees.
- c) Intentionally and maliciously misrepresenting the originator of any type of electronic information.
- d) Installing copies of any software onto City of Holland computers or copying software from the City's computer to install on any other computer.

Ownership

All electronic information on the System remains the property of the City, and employees should have no expectations of the right to privacy in the use of the System even if for permitted personal use. Employees must recognize that it is within the capabilities of the System to recover previously deleted elements at any time, and those recovered elements remain the property of the City.

Monitoring

The City reserves the right, with or without notice, at any time, for any reason, to monitor the use of the System and to access information sent, received, or stored.

Public Disclosure

Any information on the System is presumed to be subject to disclosure, upon request, as public information. Therefore, employees should use discretion in making use of the System to discuss sensitive matters or matters in litigation.

Passwords

- a) Passwords are an important aspect of computer security. Employees must take every precaution to protect their passwords, and at no time should any password be shared. A poorly chosen password may result in the compromise of the City's network.
- b) If an account or password is suspected to have been compromised or shared, a mandatory password reset is required immediately. Report any suspected compromise to the Information Technology (IT) department and change all passwords.

Use of City Credit Cards

- a) The City of Holland does possess and will utilize credit cards when making City purchases, emergency purchases, and for use during City sponsored travel, or other special purposes. The City of Holland's Administrator is designated to be responsible for the City of Holland credit card issuance, accounting, monitoring, retrieval, and for general oversight of compliance with the credit card use policy. City credit cards may be used only by those authorized and only for the purchase of goods or services for the official business of the City of Holland. All authorized users of City credit cards shall submit documentation detailing the goods or services purchased, the cost of the goods or services, the date of the purchase, and the official business for which it was purchased. The authorized user will turn in the credit card with all the documentation outlined above.
- b) An authorized employee, who is issued a credit card, is responsible for its protection and custody, and shall immediately notify the bank card issuer and the City Administrator if the credit card is lost or stolen. The City Administrator will follow established Accounts Payable internal control procedures for approval, documentation, and payment of credit card charges.
- c) If a City credit or purchasing card is used to make a purchase and the employee does not have a receipt to support the purchase, the employee must reimburse the City for the cost of the unsupported purchase.
- d) Unauthorized use of a City credit card shall result in disciplinary measures to the fullest extent of the law and may include termination.

Use of City Property

- a) City facilities, equipment, supplies and other City resources are made available to help employees perform their job duties and not for their personal use. The City, however, recognizes that under certain circumstances the employee's occasional brief use of City telephones, computers, facsimile, e-mail, copiers, Internet, and similar resources for personal use may be necessary or beneficial to the City. The City may establish separate procedures governing the use of specific equipment. An employee that violates this policy with excessive use of City equipment for personal use shall be subject to disciplinary action up to and including termination.
- b) An employee who causes or permits loss or damage to city property or city issued equipment to occur through a negligent act or through omission, or otherwise misuses or abuses city property may be held responsible and subject to the cost of repairing or replacing any city supplies, materials, equipment or other damaged property."

Use of City Vehicles

- a) City Vehicle- any vehicle that is owned or leased by the City.
- b) Employees who operate a city vehicle shall not use such vehicle for any purpose not related to city business. Vehicle operators must have a valid Texas Operator's License for the like and kind vehicle being operated and must observe traffic laws at all times. All City employees must always be secured by safety belts while the vehicle or equipment is being operated. Employees in a safety sensitive position or position that have essential functions to operate a city vehicle or equipment must provide consent to the City to perform a record check as outlined in Chapter 730 of the Texas Transportation Code.
- c) There shall be no tobacco products, smokeless cigarettes, or vaping items used inside any City vehicle nor while operating any machinery or equipment. While in a city vehicle it is prohibited to purchase alcohol or alcoholic beverages, to transport alcohol or drug paraphernalia; an exception to this policy is a police officer in the course and scope of his duties as outlined in the Holland Police Department Policy.
- d) Employees, other than certified peace officers, may not carry a firearm in a City vehicle.
- e) Employees who operate City vehicles may not carry passengers who are not employees of the City at anytime and may only carry such passengers as required for the performance of the City business, or when other civic and social activities are in the best interest of the City as determined by the City Administrator.
- f) Employees who are assigned to be on-call may be allowed to take a vehicle home for the duration of their assigned on-call shift. Police Officers who reside no more than 25 miles from the City limits of Holland may take home a vehicle with the permission of the Chief of Police. All other employees must receive written permission from the City Administrator to take a city owned or leased vehicle home. Any employee taking a vehicle home is expected to appropriately take care of the vehicle by ensuring it is kept clean and in working order.
- g) Employees who operate a City vehicle, leased, or owned, or who operate their personal vehicle while on City business are responsible for any and all traffic and parking citations received while operating the vehicle, and must comply with Texas financial responsibility laws regarding insurance. If any employee operating his/her own vehicle on City business is involved in a motor vehicle accident, the employee must report the accident immediately to their supervisor or department head, and City Administrator within 24 hours. A claim must first be filed with the employee's personal insurance.

CHAPTER 2. RECRUITMENT AND EMPLOYMENT

Vacancies

Departments shall notify City Administrator when a vacancy occurs so that the City can attract and recruit staff that reflect the diversity of the community, works well within our organization, and promotes and supports the City's Core Values.

City Administrator shall post notice of a position vacancy along with the requirements needed to perform the job. The intent of the job posting process is to enable all candidates to apply for those vacancies for which they feel they are qualified. City Administrator in collaboration with the director/department head may elect to post a position internally before posting to the general public.

The Director of City Administrator in conjunction with the Director/Department Head may waive the posting requirement in special situations, for example, a temporary employee who is trained and working at a job for an extended period.

Applications

City Administrator shall post job vacancies on the City's website. Vacancies will be accessible to the public through the City's webpage under Human Resources unless a decision has been made to post internally first as outlined in 2.01. Applicants must complete an official City job application; resumes will not be accepted in lieu of a completed application. Internal job applicants must complete the City of Holland Job Application. All applications, internal and external, must be submitted through City Administrator to be considered for the posted position. Incomplete applications will not be considered.

Evaluation and Selection of Applicants

To ensure that individuals who join the City are well qualified and have a strong potential to be productive and successful, the City may check the employment references of all applicants, shall conduct drug and alcohol screening, a physical, and background investigations including but not limited to fingerprinting, a criminal history background check, a motor vehicle records investigation, and a credit check.

The City Administrator may reject any application that indicates on its face, that the applicant does not possess the minimum qualifications required for the position for the following reasons:

He or she is not able to perform the essential functions of the position to which he or she seeks appointment, with or without the necessary accommodations.

He or she engages in the illegal use or excessive use of drugs or intoxicants, has tampered with, or refused to submit to a preemployment drug or alcohol test.

He or she has been found guilty of a felony or a crime involving moral turpitude.

He or she has been dismissed from a previous employment for disciplinary reasons, with or without reasonable cause.

He or she has been dismissed previously from the City's service.

He or she has intentionally made false statements in his or her application.

City Administrator, in accordance with the city's established compensation plan, shall establish the wage offered to all candidates based on the candidate's direct experience of the job posted.

All offers of employment shall be completed and sent to the candidate by City Administrator.

Criminal History

Conditional offers of employment and continued employment are contingent upon receipt and review of an applicant's or employee's criminal history record. An applicant may be disqualified, or an employee may be transferred or terminated if it is found that the applicant or employee has a criminal history record that is inappropriate for the position.

Employees must immediately report to their Director/Department Head any arrest, charge, or indictment, whether related to on-duty or off-duty events. The Director/Department Head will in turn, immediately notify the City Administrator regarding all related incidents.

During the pendency of any charges, a determination by the City Administrator will be made in consult with the City Attorney to determine whether the employee will remain in their current position, be transferred, demoted, or given time off of work in a paid or unpaid status or be terminated. An employee who fails to timely report the event under this section may be disciplined up to and including termination. The burden of providing proof to change a determination under this policy is placed on the employee.

Certified Law Enforcement Officers

Background Investigation. All applicants shall be subject to a rigid background investigation pursuant to the standards of the Texas Commission on Law Enforcement (T.C.O.L.E.).

Testing. All qualified police applicants shall be tested to determine their basic qualifications for the job, including a readiness physical test. Said test shall be prepared by or under the direction of the Chief of Police.

City Council. All applicants who successfully comply with the background investigation and testing shall be interviewed and screened by a review board. The review board shall consist of at least three (3) but not more than five (5) people, appointed by the Chief of Police.

After interviewing and screening, the City Council may recommend up to three (3) applicants to the Chief of Police, ranking the applicants in order based upon qualifications, test score and interview. The Chief of Police may hire any individual who passes the background investigation, physical readiness test, drug and alcohol test, and review board, regardless of rank in score that may result from a group of applicants.

Citizenship. All candidates for employment as a uniformed peace officer must comply with the citizenship requirements of the Texas Commission on Law Enforcement (TCOLE).

Age Requirements

Age limits are indicated in some job descriptions for various positions upon the basis of bona fide occupational qualifications or statutory requirements. Where no age requirements are specified, the following shall apply:

no person under the age of 18 years of age shall be employed as an employee in any position requiring the operation of a motorized vehicle owned or leased by the City or in positions of a hazardous nature.

no person under the age of sixteen shall be employed unless a special program is approved by the City Administrator or City Council such as summer camps.

Within statutory limits and restrictions, minors (age 16 or 17) may only be considered for employment in positions of non-hazardous nature. Occupations declared to be hazardous to persons between 16 and 18 years of age by the Department of Labor include: motor vehicle driver and outside helper on a motor vehicle, operating power-driven machines, operating elevators and power-driven hoisting equipment, operating chain saws, circular saws and guillotine shears, excavation, and roofing related activities.

New Employee Processing and Orientation

The hiring Director/Department Head, Administrator, and City Administrator staff will partner to ensure a successful orientation for all new employees. This will include successful completion of all required paperwork before beginning work for the City. The department will be tasked with ensuring new hires or newly promoted employees are properly trained in the safe use and operation of tools and equipment and provide necessary Personal Protective Equipment (PPE).

Medical Examinations

Employees may be required to submit to a fitness for duty medical examination in accordance with federal and state laws.

Disqualification

An employment applicant may be disqualified from consideration if he/she:

does not meet the qualifications necessary for the duties of the position.

Cannot perform the Essential Functions of the job with or without accommodation.

has made a false statement of material fact on the application form or supplements.

has committed or attempted to commit a fraudulent act at any stage of the selection process.

is not legally permitted to work in the United States.

does not successfully complete all pre-employment procedures which may include, but are not limited to:

Background investigation

Physical, and drug and alcohol screen

Driving record check

Any employment applicant may be disqualified from consideration upon other reasonable grounds relating to job requirements.

Introductory Period

Every person initially hired for or promoted to a position in the City shall be required to successfully complete an Introductory Period of ninety days(90). Completion of the Introductory Period does not change the employment-at-will relationship, and either party may terminate the employment relationship at any time, with or without notice, and with or without cause.

Performance will be evaluated throughout the Introductory Period, and when applicable, progressive discipline, as outlined in this manual shall be used. Only those employees who meet acceptable standards during their Introductory Period shall be retained. The direct supervisor will provide feedback to the employee during this Period as consistent with the City's performance management practices (see Chapter 4 of this Employee Policy Manual.). The Introductory Period may be extended for an additional sixty Days (2) months, if the employee is not fully meeting the acceptable standards at the end of the ninety-day (90) period, the Introductory Period may not be extended

beyond the additional sixty days(2) months. The City Council may provide guidance regarding the decision to extend the Introductory Period.

An employee is considered to have failed in the Introductory Period when it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof does not meet minimum job performance standards and expectations for the position. Failure of the Introductory Period may occur at any time within the Period and shall not be considered part of the disciplinary process.

An employee who fails the Introductory Period may be separated from City service and will not be paid their accrued PTO. A newly promoted employee who fails the Introductory Period may be returned to his/her former position if available and approved by the Director/Department Head and may be eligible for consideration for later advancement. Director/Department Head shall ensure thorough documentation of all cases of failure during the Introductory Period.

An employee failing the Introductory Period shall have no right of appeal except on the grounds of discrimination prohibited by law, in which case the employee may appeal in writing to the City Council.

Promotions/Transfers

It is the policy of the City to allow the transfer of employees between positions and departments to be promoted from within, where possible, when filling vacant or newly created positions. Employees that meet the following criteria are eligible to apply for another open position within the City:

are satisfactorily performing their duties.

no documented verbal reprimands within the previous ninety (90) days.

no written reprimands within the past six (6) months.

no documented final written reprimands, suspensions, or disciplinary demotions within the last twelve (12) months.

Employees interested in available opportunities for promotion or transfer should review job postings available on the City internet website or at City Hall.

A letter of interest and an updated resume should be turned in to City Administrator along with a completed Job Application Form prior to any posted closing date for openings.

This policy statement does not in any manner, guarantee an employee a promotion or create a contract of employment (expressed or implied).

All Police Department promotions/transfers shall comply with the established Police Department Directives/ policy.

Notice to Department. If selected for transfer or promotion, the employee must give at least two

(2) weeks' notice to the employee's current department, unless waived by the employee's director/department head.

The time requirement may be waived by the City Administrator upon recommendation by the Director/Department Head or City Administrator if a promotion or transfer would be in the overall best interest of the City.

All promotions and related salary increase shall be coordinated with the City Administrator and shall comply with the city's adopted classification and compensation program. Departments involved in the transfer or promotion shall

mutually agree on a date of the action. The maximum amount of time for action should be two (2) weeks unless extenuating circumstances exist; it will be a management decision in coordination with the City Administrator.

All promoted employees must successfully complete a ninety-day (90) Introductory Period. If either the supervisor or the employee is dissatisfied in any way during the Introductory Period, the employee may request a return-transfer to the former position. The transfer may be approved by the Director/ Department Head or the City Administrator only if the position has not been filled. If the employee's former position is no longer vacant, the employee may be separated from employment with the City.

Transfers

A transfer is defined conceptually as the assignment of an employee from one position to another position of the same or similar grade or salary range. Transfers may be made administratively or in conjunction with an announced selection process. An interdepartmental transfer may occur at any time for administrative convenience or upon request of the employee as approved by the Director/ Department Head and City Administrator, provided that the employee is qualified to perform the duties of the position to which transfer is contemplated.

Departments involved in the transfer or promotion shall mutually agree on a date of the action. The maximum amount of time should be two (2) weeks unless extenuating circumstances exist and at that time, it will be a management decision in coordination with City Administrator.

Re-Employment

To be considered for re-employment, a former employee must have demonstrated acceptable performance in their prior service with the City and must meet the minimum qualifications for the position for which they are applying. The employee must remain mentally and physically qualified to perform the essential functions of the job and may be required to pass a physical examination (depending on the position) and a drug and alcohol screen as required by all candidates for employment. Individuals who were terminated from the City, who resigned without giving two weeks' notice, or who failed to work their final two weeks, who resigned not in good standing or in lieu of discharge, who resigned pending the outcome of an investigation in which they were the subject of or party to, or who are not otherwise recommended for rehire, are generally not eligible for rehire. These individuals may only be considered for employment with the City of Holland after discussion and agreement between the Director/Department Head, City Administrator.

Rehired employees are subject to the conditions of employment and benefits of a newly hired employee including the Introductory Period if separation has been longer than 30 days.

Nepotism

Nepotism - is the practice of showing unfair favoritism toward a relative.

The employment of relatives can cause various problems including but not limited to charges of favoritism, conflicts of interest, family discord and scheduling conflicts that may work to the disadvantage of both the City of Holland and its employees. In keeping with the City of Holland City Charter no city officer or employee shall violate any applicable nepotism law of the State of Texas as it now reads or may read in the future.

The practice of nepotism in both personnel matters and the awarding of contracts are prohibited. Every employee must make full disclosure of any situation that involves or may involve a conflict between the employee and the interests of the City. Every employee always has an obligation to promote the best interests of the City.

It is the general policy of the City that relatives within the second degree shall not be employed in the same department or organizational unit. Any exceptions shall be approved in advance by the City Council. If an exception is made and it is later determined the nepotism has cause for concern or conflict, the employee hired last shall be separated from employment by the City Administrator.

Prohibited degrees of relationship are defined in the following chart:

CONSANGUINITY (BLOOD) KINSHIP CHART			
FIRST DEGREE		SECOND DEGREE	THIRD DEGREE
EMPLOYEE	Father	Brother	Aunt
	Mother	Sister	Uncle
	Son	Grandfather	Nephew
	Daughter	Grandmother	Niece
		Granddaughter	Great Grandfather
		Grandson	Great Grandmother
			Great Granddaughter
			Great Grandson

(The spouses of the above persons are also included in the prohibited degree of relationship.)

AFFINITY (MARRIAGE) KINSHIP CHART

FIRST DEGREE	SECOND DEGREE
Spouse	Brother
Mother	Sister
Father	Grandfather
Son	Grandmother
Daughter	Granddaughter/son

Non-Fraternization

Supervisors are prohibited from dating or have any involvement of a romantic nature with subordinates.

Residence

There shall be no absolute residence requirement for City employment. Employees likely to be called to work in cases of emergency may be required to reside within reasonable commuting ranges to be able to respond within 30 minutes to their place of work.

Political Candidacy by City Employees

The following shall apply when City employees seek elected office.

A City employee who intends to run for a political office within the City of Holland shall file the designated City Employee Intent form with the City Administrator before announcing and applying for candidacy. This form may be found in the Office of the City Secretary.

A City Employee seeking election to the City of Holland City Council must voluntarily resign their employment with the City of Holland upon becoming a candidate for public office.

A City Employee may seek election to or be a candidate for a political office, if such office does not pose a conflict of interest related to his/her job duties, authority, work hours, or other related aspects of employment. If elected or appointed to political office (such as city council for another city, county commissioner, school boards, etc.), and such office is clearly inconsistent, incompatible or in conflict with his/ her duties as a City employee, the employee shall terminate City employment prior to assuming the elected or appointed office.

The City Administrator will determine if a potential conflict exists based on the candidate and this policy.

CHAPTER 3. COMPENSATION AND WORK HOURS

Salary Policy

The City maintains a classification and compensation system. Positions are placed in a pay group in the pay schedule based upon the required knowledge, skills, abilities, education, training, and experience required for the position, and upon the relative influences of the local labor market conditions as they affect the position. The City strives to ensure positions with similar levels of responsibility and work value are allocated similar classification levels.

Categories & Classification

Job Classification and Compensation or Pay-Range Schedule.

The City groups all jobs into a job classification and compensation or pay-range schedule according to job duties, responsibilities, knowledge, education, training, skills, and abilities.

For each job classification, there is a job title, job description, and compensation pay range, a description of the essential functions of the job, the minimum qualifications required to perform the job, and the pay range for the job.

The job descriptions are intended to be descriptive and explanatory only, and do not necessarily include all the duties performed by an employee.

Maintenance of the Job Classification and Compensation or Pay Range Schedule. The City Administrator shall be responsible for the maintenance of the Job Classification and Compensation or Pay-Range Schedule Plan and shall recommend to the City Council the assignment of each job position to its appropriate compensation pay range and the designation of each job position as exempt or non-exempt in accordance with law.

Job Classification and Compensation or Pay-Range Schedule Adoption and Amendments. The City Council shall adopt and amend the Job Classification and Compensation or Pay-Range Schedule. The City Administrator shall implement the Council adopted Job Classification and Compensation or Pay-Range Schedule.

The City offers full-time, part-time, and temporary/seasonal employment opportunities to meet the City's staffing requirements. The City may also use temporary employment agencies, volunteers, and community service workers to provide flexible responses to changing workload requirements.

Full-time – an employee in a budgeted position with an officially scheduled work week of at least 40 hours. Employees in these positions are eligible for City benefits subject to the terms, conditions and waiting periods of each program such as vacation, sick leave, paid holidays, health insurance, life insurance, retirement, workers' compensation, etc.

Permanent Part-time – an employee budgeted to work no more than twenty-nine work hours per week for at least 40 weeks per year. This employee is not benefit eligible but may be eligible for

TMRS. This employee is eligible for paid holidays after 1 year of service in the amount equal to the average daily hours worked in the previous 12 months.

Part-time - an employee who shall not exceed nineteen work hours per week/999 hours per year. This employee is not eligible for benefits or TMRS.

Temporary/Seasonal – an employee who is employed for only a specific time period, for a special assignment, or as an interim replacement. Employment assignments in this category are of limited duration (less than 1,000 hours annually). Temporary/seasonal employees may be either full-time or part-time. Intern positions are included in this category. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary and Seasonal employees are not eligible for benefits except those which are legally mandated, such as workers' compensation.

Benefits include medical, dental, vision and life insurance and any other ancillary product offered including participation in the city's elective deferred compensation plans.

In addition to being in one of the above categories, each employee is also designated as either exempt or non-exempt in accordance with federal regulations for overtime and minimum wage requirements through the Fair Labor Standards Act (FLSA).

Exempt – an employee in a position paid on a salary basis regardless of the number of hours worked in a pay period and exempt from the provisions of the FLSA's minimum wage and overtime regulations. Exempt employees are not legally entitled to overtime compensation for work performed beyond 40 hours in a workweek except as provided for under Emergency Events Policy EM-01.

Non-exempt – an employee who is not classified as "exempt" and is paid on an hourly basis for the number of hours worked in the work week. Employees in these positions are subject to the provisions of the FLSA's minimum wage and overtime regulations.

Record Keeping

Department Directors will have full responsibility for reporting all hours worked for department employees which shall be maintained in the electronic attendance/ payroll system.

Longevity Pay

Full-time employees shall be entitled to five dollars (\$5.00) per month for each year of uninterrupted service to the City. All part-time, permanent employees shall earn longevity pay at a rate of two dollars and fifty cents (\$2.50) per month for each completed year of service after three (3) years of employment.

Longevity pay shall be paid to eligible employees each year on the first payroll in November.

Longevity Pay shall be included in the employee's regular rate of pay in computing the overtime pay rate as required under the Fair Labor Standards Act (FLSA).

Part-time employees who are not permanent part-time, and seasonal employees are not eligible for longevity pay.

Pay Upon Separation

All employees who have successfully completed the Introductory Period and who leave the service of the City for any reason shall receive all pay which is legally due. Any indebtedness to the City which the employee may have incurred shall be deducted from the final paycheck.

All employees who resign shall give at least two (2) weeks written notice before the effective date of resignation in order to leave in good standing. Employees who are terminated or who do not provide two weeks' advanced written notice may not be paid out their accrued Vacation.

If it is in the best interest of the City, the Director/Department Head in conjunction with the City Administrator, may waive the final two (2) weeks of employment. If the City waives the final two (2) weeks of work, the employee may be compensated for the two (2) weeks and be paid out their accrued Vacation.

An employee should not plan to use accrued leave during their final two (2) weeks' notice period. If the employee needs to use one (1) day of Sick Leave or Vacation to attend a medical visit, a doctor's notice must be provided. If the employee does not work their final two weeks, and has no supporting medical documentation, the employee may risk losing payment of accrued Vacation. Exceptions may be made for extenuating medical circumstances.

Work Week & Attendance

The City of Holland's work week begins at 12:00AM on Thursday and ends the following Wednesday at 11:59 PM. City Offices are open to the public for the transaction of business from 8 a.m. to 5:00 p.m., Monday through Friday. The Police Department shall be open to the public continuously. Police Officers are scheduled to work eighty (80) hours in a two-week pay period. All other regular, full-time employees are scheduled to work forty (40) hours per week but may be required to work additional hours. Directors/ Department Heads and City Administrator shall determine the time at which employees begin and end their work shifts.

Employees shall be at their designated workspace at the start of their assigned shift and place of work in accordance with City and departmental policies and regulations. Hourly employees must clock in at the start of the day and clock out at the end of the day as well as clocking in and out for lunch. No employee shall clock-in and leave to conduct personal business, doing so will constitute a theft of time and will be grounds for disciplinary action up to and including termination.

Department Directors shall establish work schedules and maintain daily employee attendance records. Supervisors will exercise the primary management-level responsibility to oversee employee attendance. Excessive absences, excessive tardiness, failure to report to work without reporting the reason to the immediate supervisor, failure to follow the procedures for requesting or using leave are undesirable performance factors and will be managed by supervisors who may use the disciplinary process up to and including termination if necessary.

Failure to report to work without notice for three consecutive business days will constitute an abandonment of the job and will result in termination for No-Call-No-Show. If the first no-call, no-show is a Friday and the second no-call, no-show is on Monday of the following week, this shall constitute abandonment of job and will result in termination.

Overtime

The City has the right to require that overtime hours be compensated in the form of pay or Compensatory Time, as determined appropriate by the Director/Department Head. Overtime compensated monetarily shall be calculated as required by FLSA. Overtime shall be calculated to the next quarter hour. All overtime to be worked must be approved in advance by the Department Director or his/her designee

Overtime shall be defined as:

Police Officers and Public Safety Communications Officers – all hours worked in excess of eighty (80) during a two-week pay period.

All other employees-all hours worked in excess of forty (40) during one (1) work week.

Minimum overtime amounts shall be as follows:

Additional time worked at the beginning or end of the regular shift shall be limited to the actual time worked.

Police Officers called to work while off duty and out of uniform shall be awarded a minimum of two (2) hours if they are required to appear in uniform (see Police policy.)

All other employees called to work after finishing a regular shift shall be awarded a minimum of one (1) hour.

On-Call Time

This policy applies to all non-exempt employees.

All full-time employees who are waiting to be engaged (on call) and are subsequently called into service, shall be paid from the moment they are on-site or clock in, until the job is complete with the exception of employees of the Police Department.

Employees who have called off work for the day or who have a scheduled Vacation on the day they are scheduled to be “on-call” shall be removed from “on-call” and shall not earn any “on-call” stipend and shall not be called into work; the supervisor shall make arrangements to assign the “on-call” status to another employee.

Incentive Pay

Incentive pay includes certification pay, license pay, degree pay and other such related pay. The City may arrange for such stipends as the budget allows, and payment of such shall be determined each fiscal year by City Council. Incentive pay is not guaranteed from year to year. Incentive pay is not included in an employee’s base wage but shall be included as earned income for tax, garnishment, employee benefit, and TMRS purposes. A list of those professional certifications or designations eligible for pay shall be approved by the City Administrator.

Breaks

Director/Department Heads and Supervisors shall implement work schedules, including work hours and lunch schedules, to meet the general requirements of their departments. Rest breaks of 15 minutes or less are not required by law, but if offered, must be counted as time worked

Retirement

Effective on the date of employment, employee participation in the Texas Municipal Retirement System (TMRS) is mandatory if the employee's position normally requires them to work at least 1,000 hours per year. Employees contribute six (6%) percent of their gross compensation, and the City matches the employees' contributions at a 2 to 1 ratio. The provisions of the retirement program are covered in the TMRS Handbook available by visiting <https://www.tmr.org>.

Permanent part-time employees will participate in the City's Retirement Plan when scheduled to work 1,000 hours or more per year as a regular course of business.

The City provides a five (5) year vesting, which means an employee who completes five (5) years of service to the City and then separates from employment with the City (without withdrawing his/her deposits) becomes entitled to service retirement at age 60. An employee can retire at any age after twenty (20) years of credited service.

Social Security and Medicare

The City participates in the Federal Social Security (FICA) and Medicare system which provides benefits in the event of retirement or disability.

Unemployment Insurance

All employees of the City are covered under the Texas Unemployment Compensation Insurance Program. The premium for this insurance is paid for by the City.

Bi-Weekly Payroll

The City of Holland operates on a bi-weekly payroll system and pay stubs are issued twenty-six times a calendar year.

Direct Deposit and Check Stubs

Direct deposit offers a cost-effective way of ensuring that all employees are paid in a timely manner. Therefore, all employees are requested to have direct deposit for their pay. A paper copy of the employee's paycheck stub will be provided to them.

The City will deposit funds into the financial institution where the employee is the owner of the account. Employees are responsible for notifying City Administrator of current banking information.

Errors In Pay

It is the employee's responsibility to notify the payroll if the employee detects errors in a paycheck. This includes over and underpayments, errors in deductions, and other information that would cause a discrepancy in the net or gross income of the employee. If an error occurs which results in an overpayment to an employee, the employee will be required to reimburse the overpayment to the City within a reasonable time. If the error occurs on the employee's final paycheck, corrections must be made in cash or cashier's check. If the error results in underpayment, the employee shall be made whole on their next payroll or as soon as possible, or no later than the next regularly scheduled pay period.

Holidays

If payday falls on a holiday, pay stubs will be issued on the preceding workday.

Holidays Worked

The City's basic policy is that each regular employee receives a specified number of paid holidays per year, as set forth in these policies. In most instances, if a regular employee is required to work on a scheduled holiday, he or she will be given an alternate day off, preferably within the same workweek or work period. (See the "Working During Holidays" section for a more detailed discussion of this policy.) An employee subject to the overtime provisions of FLSA who is required to work a full forty (40) hour week during a week in which he or she also takes a paid holiday will receive extra time and one-half pay or, if mutually agreeable, will earn time and one-half compensatory] eave for the extra hours worked. Holiday time is not considered as time worked for the purpose of determining when an employee has reached his or her maximum allowable hours without being subject to overtime pay.

Assignment of Wages/Garnishments

The City shall not recognize any assignment of wages not required by law. Payroll deductions are allowable only when available to all City employees and approved by the City Administrator unless mandated by law.

The City is not required to take action in the event of any garnishment, attachment, or judgment against an employee's earnings, except the collection of overdue federal income taxes or court-ordered child support.

Emergency-Inclement Weather Compensation

The City of Holland makes every effort to maintain its normal schedule of operations, unless directed otherwise, to deliver City services during all scheduled and published hours. Employees, unless otherwise ordered, are expected to report to work regardless of weather conditions or other emergency situations.

Regardless of weather or other conditions, the City never closes. Because of the essential and direct impact on public safety and health, essential City services must continue regardless of the weather, man-made or technological emergencies or disasters. Emergency Essential Personnel

are required to report to work as scheduled or as needed, regardless of official delayed opening, early closing, or closure of City facilities. This section outlines how compensation will be handled under emergency-inclement weather conditions.

In the event of a Federally declared emergency, the City Administrator, at his/her discretion, may determine the appropriate compensation, if any, for exempt employees. The City's Emergency Management Plan, the Office of Emergency Management, the Holland Police Department Directives, and City Administrator should be consulted when determining compensation. (Rev. 4/2025)

CHAPTER 4. EMPLOYEE DEVELOPMENT

Performance Management

The City of Holland's Performance Management Program is a management tool providing supervisors and Administrators with objective, job specific appraisal instruments to be applied using standardized procedures. Important administrative uses of the Performance Management Program in the City include identifying employee training needs, guiding administrative decisions regarding promotions, re-assignments, disciplinary actions, and terminations.

The employee performance management process is intended to accomplish the following objectives:

- enhance individual employee performance and ensure effective City operations.

- promote and support performance and behavior which is aligned with the City's values-based culture.

- document both formal and informal performance discussions held with employees throughout their tenure.

- identify and enhance employee strengths and develop action plans to address areas of improvement.

- link employment decisions with employee performance when applicable.

An employee's failure to meet job requirements or failure to satisfactorily perform job duties may result in a Performance Improvement Plan (PIP) or disciplinary action, up to and including termination.

Performance Evaluation Review

All employees during their Introductory Period shall receive their first performance review within ninety (90) days of employment. Thereafter, employee job performance shall be reviewed at

least annually in order to evaluate job performance and facilitate communication between employees and supervisors. Employee performance reviews shall be in writing. Each supervisor

will be required to complete a performance review at intervals determined by the City Administrator for each employee with a copy provided to the City Administrator. The Mayor and/or City Council will conduct a performance evaluation on The Police Chief, Utility Director and City Administrator.

If an employee is absent during the year for an extended period of time, the review may be delayed until sufficient time has passed in which to evaluate the employee's performance.

Training

The City will provide appropriate training for City employees subject to available funding. All job specific training must be aligned with City-Wide training, strategic goals, or certification requirements.

City Administrator will sponsor citywide training for areas of development deemed necessary for all or a large portion of City employees. Each Department may establish training for their specific needs.

Employees and supervisors have a shared responsibility in the creation and implementation of an employee development plan.

Individual Employee Responsibility - Each employee is accountable for her/his job performance. Employees should request training from their supervisor in the areas that need improvement. At a minimum, employees should be able to perform their essential job duties and consistently exhibit behavior which is aligned with the City's values.

Immediate Supervisor Responsibility- The immediate supervisor is responsible for the overall development of his/her employees. Supervisors shall identify areas for development and ensure training opportunities. Supervisors should ensure their employees are well trained to perform their job duties and deliver exceptional service delivery and customer service.

Travel and Training Time

The determination of whether time spent traveling or in training (classes, seminars, workshops, etc.) is compensable, will be based on applicable standards such as the FLSA. Generally, any training time that is required by the City will be considered work time. Daily commuting time to and from the employee's normal work location is not considered work time.

Authorization

Directors/Department Heads are responsible for authorizing out-of-town travel and training, considering both budget availability and department staffing needs. The City will pay for allowable business travel expenses (refer to Vehicle Allowance Policy FI-04) when reasonable, necessary, and directly related to conducting business for the City of Holland. Expenses incurred for City travel that are not in compliance with the policies outlined below will not be paid or reimbursed. City related travel shall be reimbursed at the Texas Comptroller's Travel Reimbursement Rates for the year in which the travel occurred.

The following are considered reasonable and necessary business travel expenses.

Transportation (City or personal vehicle, airfare, parking)

Lodging

Registration fees for conferences, training, and tuition

Meals

Other incidental business expenses (copies, fax, internet service) The following will NOT be paid or reimbursed.

Alcoholic beverages

Theft, loss, or damage to personal property

Airline or another trip insurance

Personal entertainment

Personal care services

Fines for parking or traffic violations

Lodging

The City will pay lodging costs at the Texas State Comptroller's room rate. When attending a training or conference, an employee may elect to stay at the conference hotel at the lowest available room rate. Lodging costs will be paid, or reimbursed, on an actual cost basis. An original detailed hotel receipt, showing the single room rate plus taxes, must be submitted with the request for payment.

Registration

Fees charged for registration to attend City business-related conferences are allowable expenses. A copy of the conference flyer, brochure, or registration packet must be provided as documentation for payment or reimbursement. The document must show the dates of the conference, summary agenda, and location.

Meals

Meal expenses, while on travel status, will be reimbursed on an actual cost basis.

Actual Cost. The cost of meals should be appropriate to the time and place of the meal. If the event you are attending offers meals, the employee will not be reimbursed if the employee chooses not to participate in those meals and chooses to eat elsewhere. Reasonable gratuities for service (i.e., 15% of meal cost) are considered part of the acceptable meal costs. Requests for reimbursement should be made within 15 days of return from travel. All claims for reimbursement will be accompanied by a vendor's original detailed receipt. All receipts must show the date, description of purchase, vendor identification, and the amount paid. Meals shall be reimbursed at Texas Comptroller's Travel Reimbursement Rates for the year in which the travel occurred, and the

location in which the meals were obtained. A reimbursement will be adjusted down for partial days of travel.

Claims and Documentation

Employees will complete and certify the designated City travel expense form within fifteen (15) business days of return from travel. The following is a list of required documentation supporting travel expenses:

Copy of conference or training registration showing dates and cost.

Conference, training, or meeting agenda to document business purpose.

Travel Itinerary as appropriate.

original itemized receipts for meals

Personal Expenses

The City will not pay for personal travel expenses that may be incurred during business travel. When personal travel is scheduled in connection with a business trip, the City pays only those expenses directly related to official City business. Any expenses related to personal travel must be clearly distinguishable and paid directly by the employee.

CHAPTER 5. EMPLOYEE BENEFITS

Employee Health and Welfare

The City provides a variety of benefits, services, and programs for employees. Some programs are provided according to law; others are provided at the option of the City. Eligibility for these programs may depend upon the type of position occupied.

The City Administrator is responsible for administering the programs contained in this section. The City Administrator is responsible for presenting health and welfare programs to City Council for consideration during the annual budget process.

City employees should become thoroughly familiar with all aspects of their benefits. The City Administrator is responsible for informing new employees of available benefits and may provide information to employees in various plan description booklets.

Employees may elect to cover their legally married spouse, registered domestic partner and his/her children, natural born children, stepchildren, adopted children or children for whom you have legal custody.

Holidays

Full-time City employees are eligible for paid holidays during the fiscal year as approved by the Council. Permanent Part Time employees are eligible for paid holidays after ninety days(90) of service to the City at a rate equal to the average number of hours worked per day.

An employee who is terminated for gross misconduct (e.g., positive drugs, theft, destruction of City property, job abandonment etc.) shall be ineligible for payment of accumulated holiday leave. The City of Holland follows Bell County Holidays.

Birthday Leave is available to any full-time employee who has worked six (6) consecutive months or more for the City. Beginning January 1, 2024, birthday leave will be added each year on the employee's work anniversary and must be used within 1 year of the award date or the leave will be forfeited. Birthday leave may not roll over and is not paid out upon separation from employment.

An employee who is on Leave Without Pay will not be paid for the holiday

Vacation

All permanent employees are entitled to vacation leave. Regular full-time employees earn vacation leave at a rate of ten (10) days or eighty (80) hours per year. After five years of consecutive employment, regular full-time employees earn fifteen (15) vacation days or one-hundred twenty (120) hours per year. Employees on probation will accrue vacation leave but are not eligible to take vacation leave until completion of the probation period, which is ninety (90) days.

The following guidelines apply to vacation leave:

Vacation leave shall accrue from the date of employment but cannot be used until the successful completion of the ninety (90) day probational period. Vacation leave cannot be taken in advance of it being earned.

Employees are encouraged to use their accrued vacation leave. The employees are required to take their annual accrued vacation within one (1) year from their anniversary NO employee may carry over vacation leave into the next anniversary year unless approved by the city council.

Vacation must be scheduled in advance on a one-for-one basis. For example, if an employee wishes to take a week off, they must notify the Mayor a minimum of one month in advance. Two days, two weeks in advance, etc...

No more than two City employees (not in the same department) shall be allowed to take vacation leave simultaneously. This will be handled on a first-come basis by the City Administrator or, if not available, the Mayor.

All vacation requests should be approved by the Department Head and turned into the City Administrator. All vacation scheduling will be at the discretion of the Department head or City Administrator or, if not available, the Mayor based on the best interest of City operations.

Vacation leave cannot be advanced to employees without the City Administrator or, if not available, the Mayor.

When a regularly scheduled city Holiday occurs during a period of vacation leave, the vacation leave will not be charged for that day.

An employee can accumulate vacation leave equal to the amount of one (1) years' vacation total in addition to the current years leave. Any additional vacation hours will be lost and not paid.

Example: Under 5 Years of employment

Year one (1) current eighty (80) hours - No leave taken carried over

Year two (2) accumulated eighty (80) hours= one-hundred-sixty (160) hours

Must use eighty (80) leave hours to be able to carry over eighty (80) into year three (3) Example: Over 5 Years of employment:

Year one (1) current one-hundred-twenty (120) hours- No leave taken carried over

Year two (2) accumulated one-hundred-twenty(120) hours= two-hundred-forty (240) hours Must use one-hundred-twenty (120) leave hours to be able to carry over one-hundred-twenty

(120) into year three (3)

Vacation leave that has been accumulated will be paid upon separation of employment (if probationary period has been completed and approved

Sick Leave

During absence from work caused by personal illness or accident, an eligible employee's wage or salary will be continued for the amount of time accrued in their sick leave account.

Regular full-time employees accrue sick leave at a rate of one regular workday for each month employed. Permanent part-time employees who work at least twenty (20) hours per week accrue sick leave at a rate of one-half regular workday per month.

Sick leave shall accrue from the date of employment but cannot be used until the successful completion of the ninety (90) day probationary period. Sick leave cannot be taken in advance of it being earned.

An employee that begins service before the 16th or leaves after the 15th of any month shall earn a day sick leave credit for that month.

Sick leave can be used in increments of four hours. Official holidays and regular days off shall not count against sick leave.

To receive paid sick leave, an employee shall communicate with the City Administrator, or in their absence, the Mayor at the normal start time or no more than 30 minutes after the start time for the workday.

Sick leave abuse will not be tolerated. The Mayor or City Administrator, at their discretion, may require satisfactory proof of illness or injury and may disallow any sick leave in the absence of a physician's statement. Employees who knowingly misuse or habitually abuse sick leave will be subject to termination

Sick leave may be accumulated for up to 1,000 hours or 125 days.

An employee terminating from the City service shall not be allowed the use of sick leave in the last two weeks of employment.

Sick leave has been accumulated and will not be paid upon separation of employment.

Family and Medical Leave (FMLA)

This policy is consistent with the Family and Medical Leave Act (FMLA) and enables employees to receive unpaid job-protected leave for up to 12 work weeks for specified family and medical reasons, or 26 weeks of leave to care for an injured or ill service member. In accordance with the FMLA, the City of Holland will abide by the provisions and the regulations published by the U.S. Department of Labor to implement the Act. A copy of the U.S. Department of Labor poster "Employee Rights and Responsibilities under the Family and Medical Leave Act" is posted on departmental bulletin boards. Employees should contact the City Administrator for specific information and questions regarding this policy.

Employee Eligibility

This policy applies to all employees (full and part-time) who have worked for the City for 12 months (need not be consecutive) and for at least 1,250 hours during the 12-month period preceding the leave. Eligible employees may take up to twelve (12) weeks of unpaid leave per 12-month period for a qualifying event or up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness. The employee may take intermittent where applicable and allowed by law or city policy. The City also requires that employees use any available accrued leave prior to being granted unpaid leave. This paid leave satisfies part or all of the 12-week mandated family and medical leave. Workers' Compensation and other accrued leaves will run concurrently with Family Medical Leave. Employees must use Comp Time accruals prior to using PTO accruals when taking FMLA qualifying leave for a family member.

Leave (paid or unpaid) for up to twelve (12) weeks in a 12-month period is available under one or more of the following circumstances, however, the City Administrator can assist in determining eligibility and available FMLA leave:

The employee's own serious health condition that prevents him or her from performing the functions of his or her job. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.

The birth of a child and to care for the newborn child. This applies to both the mother and the father and includes bonding time during the 12-month period beginning with birth

The expectant mother may take FMLA leave for prenatal care if the pregnancy makes her unable to work prior to the actual birth of the child, or for her own serious health condition following the birth. The city does not allow intermittent leave for the birth or bonding of a baby, adoption, or foster placement.

The placement with the employee of a child for adoption or foster care. This leave must be given before the actual placement or adoption of a child if an absence from work is required in order for the placement for adoption or foster care to proceed. Eligibility expires at the end of the 12-month period from the date of placement.

The serious health condition of a parent, spouse, and child under age 18, or an adult child who cannot care for him/herself. A “parent” need not be a biological parent provided that the individual acted as a parent to the employee. Similarly, the “child” need not be a biological child but may be adopted, foster, legal ward, or a child related to the employee whom the employee is raising.

A qualifying exigency arises out of the fact that your spouse, child, or parent is a military member on covered active duty or called to active-duty status in support of a contingency operation as a member of the Armed Services/National Guard or Reserves.

The City of Holland uses the rolling 12-month period measured backward from the date an employee uses any FMLA Leave under these circumstances.

Leave (paid or unpaid) for up to 26 weeks in a 12-month period is available under the following circumstances:

To care for a spouse, son, daughter, parent, or next-of-kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next-of-kin is defined as the closest blood relative of the injured or recovering service member. This type of FMLA leave is known as military caregiver leave or covered service member leave.

The City of Holland uses the rolling 12-month period measured backward for employees on FMLA leave under this circumstance. The FMLA military caregiver leave may only be used once during the employee’s tenure with the City of Holland.

No loss of seniority will occur while the employee is on an FMLA leave of absence. Group health benefits will be continued on the same basis as coverage provided if the employee has been continuously employed during the leave period. Health benefit premiums, which had been paid by the employee, must continue; if the employee’s premium payment is more than thirty (30) days late, coverage ceases. If coverage lapses because an employee has not made the required premium payments, upon the employee’s return from leave, the employee’s benefits will be restored where legally required without having to meet any qualification requirements.

Employees are responsible for payment of their coverage premiums and other authorized payroll deductions while they are on a leave of absence without pay.

After completion of twelve (12) weeks of leave under the Family and Medical Leave Act, or twenty-six (26) weeks of leave if applicable, if an employee is unable to perform the essential duties of their assigned position, reasonable accommodation may be made by the City to provide for the employee to perform such duties. If reasonable accommodation cannot be made and the employee is unable to perform the essential duties of his assigned position, they may be terminated.

An employee shall not perform any outside work, engage in extra-duty employment, attend conferences or training, or vacation at any time when the employee is on leave under FMLA.

Reinstatement

Upon return from a family and medical leave of absence, the employee will be reinstated in the employee's previous position, if available, or to a comparable position for which the employee is qualified. Employees on leave must notify their supervisor as soon as reasonably practical of availability and intent to return to work. An employee's failure to return from leave, or failure to contact his/her immediate supervisor or City Administrator on the scheduled date of return, will be considered a voluntary resignation.

If the employee on leave of absence is a key employee; salaried employee, and among the highest paid ten percent of all City employees living within seventy-five miles of the City and keeping the job open for the employee would result in substantial disruption to City operations, reinstatement to the position may be denied. The employee will be given an opportunity to return to work, however in a different job.

Spouses Employed by the City

If both spouses are employed by the City, and each wish to take leave for the birth of a child, adoption or placement of a child for foster care, or to care for a parent (but not parent-in-law) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave.

If both spouses are employed by the City, and each wish to take leave to care for a covered ill or injured service member, the husband and wife may only take a combined total of 26 weeks of leave.

This limitation does not apply to leave for either the husband's or wife's own serious health condition or the serious health condition of a child.

Paid Absences

The City may provide paid absences for such things as training and development, civic duty, death in immediate family, funerals, personal emergencies, administrative absences, and emergency situations upon City Councils approval.

Training and Development

The City will grant an employee leave with pay when the employee is away from their job site but is performing a function related to his/her job such as attending a professional conference, convention or training activity, legislative proceedings, or other purposes in the interest of the City. All training must be preapproved by the supervisor/ director.

Jury Duty

A full-time employee called for jury service shall be granted special absence with pay during such service; any fee paid by the courts to the employee shall be paid to the City. A copy of the jury summons will be submitted to his/her supervisor and City Administrator who will place the notice in the personnel file.

An employee excused or released from jury duty service during working hours shall report to his/her workstation unless otherwise instructed by their supervisor. A note provided by the court showing the time of jury dismissal will be presented to the supervisor and City Administrator to support the time spent at jury duty.

Witness Duty

An employee will be excused with pay to fulfill his/her civic duty to testify as a witness in a judicial proceeding where the employee has no personal benefit, when he/she is served with a subpoena. The employee should notify their supervisor as soon as they are served and provide a copy of the subpoena to their supervisor.

Bereavement Leave

An employee may be excused with pay in order to attend a funeral for a member of his/her family. Supervisors may require proof of funeral attendance and relationships to the deceased. Department Heads, after ascertaining the exact circumstances, may grant a full-time employee up to three (3) working days or twenty-four (24) hours of paid emergency leave for the death of an immediate family member. Immediate family members consist of a legal spouse, child/stepchild, parent/stepparent, father or mother in-law, sibling, stepsibling, brother or sister in-law, biological grandparent, grandchild/step grandchild. 1 day of leave shall be granted for the loss of the biological grandparent of the legal spouse of an employee.

Leave time for out-of-state relatives shall be at the discretion of the Department Head or City Administrator.

If multiple deaths occur simultaneously within the family, a special exception to the allowance of three (3) days may be approved by the City Administrator.

Emergency Situations

During emergencies, a full-time or permanent part-time (non-seasonal) employee who is ordered not to report to work, to leave work early or who cannot report for work because of inclement weather or disaster may be granted administrative absence with pay by the City Administrator.

Religious Accommodation

The City of Holland respects the religious beliefs and practices of all employees and will make, on request, accommodation for such observances when reasonable accommodation is available, that does not create an undue hardship on the City's business.

Requesting Religious Accommodation

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with the City's policy or practice on dress and appearance, or with other aspects of employment, and who seeks religious accommodation must submit a written request for the accommodation to his or her immediate supervisor. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

Providing Religious Accommodation

The immediate supervisor shall meet with the Director/Department Head and City Administrator to evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship on the City's operations. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety or uniform requirements, or for other aspects of employment. Depending on the type of conflict and suggested accommodation, the supervisor may confer with his or her City Administrator.

The supervisor and employee will meet to discuss the request and decision on accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may appeal to the City Administrator following the City's general grievance policy and procedure.

Workers' Compensation Leave

An employee injured or exposed in the line of duty may receive workers' compensation under the terms and conditions prescribed in the applicable programs and as required by law. The State of Texas Workers' Compensation laws provide that an employee who suffers a disability that results in lost duty days due to an injury/exposure while in the course of their employment may be entitled to "Income Benefits".

Disability occurs when the work-related injury or illness causes an employee to lose the ability to earn their pre-injury wage. Disability refers to an employee's inability because of a compensable injury to obtain or retain employment at wages equivalent to the pre-injury wage, not to a physical handicap.

These income benefits are normally calculated at a rate of at least 70% of the employee's weekly income prior to the injury. The worker must be disabled by the injury for more than seven (7) days to be eligible for income benefits. The employee becomes eligible for and begins accruing income benefits on the eighth day of disability. Any payments made in error to the employee will be required to be repaid to the City.

An employee who sustains an injury or illness in the performance of their duties will fully and promptly report, however minor, to his/her supervisor as soon as possible, but no later than the next business day. Employees who suffer work-related injuries or illnesses that require medical attention may be subject to alcohol and controlled substance testing. The City Administrator Department will coordinate with the employee's physician to determine whether the injury would allow an employee to perform modified work or other duties.

Employees who are on leave will update their supervisor and City Administrator at regular intervals of the employee's status. Failure to maintain contact will be viewed as an unwillingness to cooperate and addressed through disciplinary action.

Religious Observance

With the approval of the employee's supervisor, employees desiring to observe religious holidays not coinciding with official City holidays may be given time off to observe the religious holiday of their choice. The employees have the option to use their PTO or be placed on Leave Without Pay to observe the religious holiday of their choice.

Tardiness

Non-exempt employees may be docked for time not worked. Disciplinary action up to and including termination may result from excessive tardiness in addition to being docked for time not worked.

Return to Work

With the exception of military leave, if an employee fails to return to work at the time specified in the application for unpaid leave or the return-to-work order by a treating physician under workers' compensation, and does not provide a reasonable excuse, supporting documentation, and notice to City Administrator, that employee shall be considered to have resigned effective the date of return specified in the original application. Members of the armed forces shall comply with USERRA rules on returning to work.

Revocation of Leave of Absence

Upon evidence that the cause for the leave of absence has been misrepresented or has ceased to exist, the Director/Department Head may revoke any previously authorized and approved leave of absence.

Unauthorize Absence

An unauthorized absence or failure to return at the expiration of a leave of absence shall be considered an automatic resignation. The department head may rescind such resignation if the employee shows satisfactory reason for his absence within three (3) days of the date the resignation becomes effective.

CHAPTER 6. CONDUCT & WORKPLACE RULES

Ethical Code of Conduct

Purpose

City employees have the responsibility to conduct themselves in accordance with the highest standards and to embrace the principles of honesty, accountability, respect, and trust. City employees must ensure that their integrity is of the highest caliber and their conduct is indisputable and beyond reproach.

The City's code of ethical conduct has three (3) purposes:

Encourage high ethical conduct on the part of City employees.

Establish standards for ethical conduct for City employees by defining and prohibiting conduct that is incompatible with the interest of the City; and

Require disclosure by City employees of their personal financial interests that may conflict with the interests of the City.

Definitions

BUSINESS-RELATED ENTERTAINMENT - Entertainment or any activity generally considered to provide amusement or recreation (including meals) that takes place in a clear business setting or for which the main purpose was the active conduct of business - meaning the business benefit was clearly identified prior to the event and business was engaged in throughout the duration, also requiring the employee and the person providing the benefit to be in close proximity to each other and have easy direct access to each other.

EMPLOYEE - a person employed and paid a wage by the City, including those individuals paid on a part-time basis.

ETHICS - Relates to moral action, conduct, motive, or character; conforming to professional standards of conduct; the discipline dealing with what is good and bad and with moral duty and obligation; a set of moral principles or values.

FAMILY MEMBER – As defined within Section 2.12 Nepotism of this Manual.

GIFT - An economic gain or economic advantage to an employee or to a family member of an employee. Anything of value given by a donor for which equal or greater consideration is not returned by or expected from the recipient.

Standards of Conduct

Employees shall not:

Contract with the City on any type of personal business.

Tamper with City or official documents.

Accept or solicit for personal financial gain, any benefit that might reasonably tend to influence them to act improperly in the discharge of official duties.

Accept individual gifts of cash, check, or gift cards.

Endorse or recommend any one specific vendor or product to our residents and customers in exchange for any personal benefit or gain.

Accept the following specific items from customers, suppliers, or person(s) with a financial interest in City contracts: money, property, vacation, service, or non- business-related entertainment.

Work directly with contractors to obtain employment or request employment with any contractor.

Use their official positions improperly to secure privileges or exemptions for themselves, their family members, or others. This includes suggesting or otherwise influencing the City to transact business with any entity of which they or their family members are officers, agents, or members or in which they or their family members have a financial interest.

Lie to their supervisor or provide deceitful information.

Use or disclose, other than in the performance of their official duties or as may be required by law, confidential information gained in the course of or by reasons of their positions.

Accept other employment or engage in outside activities incompatible with the full and proper discharge of their duties and responsibilities within the City, or which might impair their independent judgment in the performance of their public duty.

Receive any fee or compensation for their services as employees of the City from any source other than the City, except as may be otherwise provided by law. This shall not prohibit their performing the same or other services for a public or private organization that they perform for the City if there is no conflict with their City duties and responsibilities.

Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the City ordinances, rules or regulations or the achievement of official City programs.

Personally represent or appear on behalf of the private interest of another before the City Council or any City board or department; or if the represented person's interest is averse to that of the City, represent any person:

in any quasi-judicial proceeding involving the City; or

in any judicial proceeding to which the City is a party.

Communicate directly with the City Council regarding matters that involve City policy, operations, or organization, however, these matters may be brought before City Council by the City Administrator, or his/her designee and an employee may request consideration of a matter by submitting the item in writing to his/her supervisor or Director/Department Head who will forward to the City Administrator

Provided, nothing in subsection (1) above shall preclude:

Any employee from performing the duties of his or her employment.

Any employee from appearing before the City Council or any City board or department, in a manner consistent with City policies and rules, to discuss any general City policies or public issues; or

An employee from testifying as a witness under subpoena in a judicial or quasi-judicial proceeding.

Exceptions

Individual employees invited to participate in business-related entertainment may accept if the business-related entertainment is valued at no more than \$50 per event. Exceptions may be made by the City Administrator and kept on file by the City Administrator Department, as appropriate.

Notification of Fraudulent Incident or Practices

An employee (s) that witnesses, or is made aware of an unethical act, or violation of this policy has a duty to disclose this act or violation to his or her direct supervisor. If the direct supervisor is the employee of suspicion, the employee must report to the next level of the chain of command.

Other Ethical Obligations

Employees must also comply with all ethical obligations which they are required to abide by as members of professional organizations or in connection with a professional license.

Confidentiality

During the course of employment, employees/volunteers may have access to Confidential Information. Any Confidential Information, whether oral, written, or electronic, should be maintained in a manner that ensures its confidentiality. The release of any such Confidential Information may legally impact the City of Holland.

Confidential Information must be treated with respect and care by any employee/ volunteer who is authorized to have access to this information. Employees/Volunteers who are authorized to use or disclose Confidential Information also have the responsibility to safeguard access to such information. Employees/Volunteers who are authorized by the City of Holland to access Confidential Information have a responsibility to limit access to those that are allowed by permission and by law. The access must be appropriate to the employee's job responsibility, and on a need-to-know basis only. A breach is a violation of this policy or state or federal law, or both.

All City Employees will comply with the terms of the City of Holland Confidentiality Agreement. Employees who breach confidentiality will face disciplinary action up to and including termination.

Volunteers who share confidential information will be removed as volunteers and prohibited from volunteering for the City in the future.

Disclosure of Information

Disclosing information that could adversely affect any City property, business dealing, or any affair of the City, or using information gained while working in the City for the benefit of himself/herself or others at harm to the City, is prohibited. Disclosing information gained through employment for gossip is prohibited. Disclosure of information will result in disciplinary action up to and including termination.

Conflict of Interest

No employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services except under the following conditions:

when done on behalf of the City as an employee.

when it involves an eminent domain action.

when involving contracts, transactions, or other matters which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons or property similarly situated.

Acceptance of Gifts

City employees may accept gifts in compliance with Federal and State laws and this policy. The purpose of laws and policies governing gifts to public employees is to regulate attempts to influence the employees to use their authority or discretion to the advantage of the person making the gift.

It is a crime for a public employee to agree to make a decision in return for a payment or receipt of some other benefit. Employees may not accept gifts, favors, services, or promises of future employment that could relate to, or influence the performance of the employee's official duties. Employees may not use their position to gain special privileges or benefits and are to avoid participating financially in any business enterprise, which might influence their official decision and judgment. Employees may not hold any position with any business enterprise or governmental unit, which would conflict with the proper performance of the employee's duties or responsibilities.

Benefit means any economic gain or economic advantage to an officer or employee or to a relative of an officer or employee, but does not include:

Political contributions made and reported in accordance with law.

Awards are publicly presented in recognition of public service.

Gifts or other tokens of recognition presented by representatives of governmental bodies or political subdivisions who are acting in their official capacities.

Commercially reasonable loans made in the ordinary course of the lender's business.

Complimentary copies of trade publications.

Reasonable hosting, including travel and expenses, entertainment, meals, or refreshments furnished in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such public event; or in connection with speaking engagements, teaching or rendering other public assistance to an organization or another governmental entity.

Any economic gain or economic advantage conferred by any one person or organization if the economic value totals less than \$50.00 per calendar year.

The City Administrator may accept gifts to the City, on behalf of the City, for general employee consumption, or donate the gifts to appropriate organizations, and issue acknowledgements on behalf of the City.

Substantial Interest in Business Entity

A member of the City's governing body or another City officer, whether elected, appointed, paid or unpaid, shall disclose their interest in a business entity as required and described as "substantial interest" in Chapter 171 of the Local Government Code.

A person has a substantial interest in a business entity if:

the person owns 10 percent or more of the voting stock or shares of the business entity, or owns either 10 percent or more, or \$15,000 or more of the fair market value of the business entity.

funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year.

A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

A local public official is considered to have a substantial interest if a person related to the official in the first degree of consanguinity or affinity, as determined under Chapter 573 of the Government Code, has a substantial interest.

Solicitation

Solicitation is defined as any act or attempt to advertise, market, take orders, and offer to sell any product or service, or seek contributions for organizations, campaigns, or charitable purposes. Solicitations, including personal e-mail addresses, are not permitted by employees for personal profit during working time or at any time in working areas. An employee may not engage in solicitation of other employees while they are on duty. Solicitation shall not be permitted of or by City employees during work or business hours, other than for the following exceptions:

Solicitation of funds shall be permitted for local, not-for-profit youth-sponsored events (i.e., school, band boosters, scouting). Solicitation of funds for these purposes shall be limited to placing order forms or products for employees to view at their leisure or posted to a break room bulletin board.

For these types of solicitations use of City email or equipment to send mass or unsolicited communications, use of city equipment such as copiers and printers or use of city supplies regarding these activities is prohibited.

No employee is required to make any contribution, nor will an employee be penalized in any way in connection with his/her employment according to his/her response to a solicitation of funds for City sponsored functions or events.

Salespersons and vendors attempting to conduct unsolicited business with employees should make an appointment with the City Administrator Department. City Administrator may provide for the distribution of discount flyers or handouts for all employees

Political Activity

It is the policy of the City to encourage its employees to fully exercise their constitutional rights as citizens vote and participate in political activities. Although the City encourages active participation in electoral activities, employees should be aware of certain provisions which apply

to them. Except as may be otherwise provided by law or contract, the following restrictions on political activity shall apply to City employees:

City employees shall not use their positions for or against any candidate for public office in any jurisdiction.

City employees shall not use working hours or City property to solicit or attain any subscription, contribution, or political service, or to circulate any petition or campaign literature on behalf of any candidate for public office.

City employees shall not engage in any political activity, with or without remuneration, which would constitute a conflict of interest with their City employment.

All employees will refrain, while in uniform or on duty, from using their influence publicly and directly in any way for, or against, any candidate for elective office.

No employee of the City will be required to participate in any City election on behalf of any candidate for City office, nor shall any City equipment be used by or on behalf of any political candidate.

Whistleblower Act

The City's policy is to comply with the Texas Whistleblower Act, and accordingly the City prohibits suspending, terminating, or taking other adverse personnel action against a City employee because he or she has in good faith, reported a violation of the law by the City or one or more of its employees to an appropriate law enforcement authority. Employees are required to promptly report any violation of this policy to the City Administrator.

Social Media

All official use by the City of social media sites or services is considered an extension of the City's information and communications networks. All City use of social media must be approved by the City Administrator or his designee and be in compliance with all applicable policies and procedures. The City Administrator or the official designated spokesperson may have responsibility over various aspects of the City's official web, or related City web pages and social media outlets.

Use of social media must comply with applicable federal and state law, City ordinances, regulations, and policies, as well as proper business etiquette. This includes adherence to established laws and policies regarding copyright, records retention, and release of public information, the First Amendment, privacy laws and information security policies established by the City. Wherever possible, links to more information should direct users back to the City's official website for more information, forms, documents, or online services necessary to conduct business with the City.

In accordance with Texas Government Code Chapter 620 (S.B. 1893) the City prohibits the installation or use of TikTok or any successor application or any other social media application specified by the Texas Department of Information Resources and Department of Public Safety on any city owned or leased electronic device. This policy is subject to certain exceptions for the Holland Police Department or for information security purposes.

Employees using social media for City business purposes or in representing the City via the City's social media outlets must always conduct themselves as representatives of the City of Holland and in accordance with the City's values. The City reserves the right to remove any messages or postings for any reason, including those that are disrespectful, distasteful, obscene, or in violation of copyright, trademark right, or other intellectual property right of any third party.

For the purpose of this policy, social media consists of various online technology tools that enable people to communicate via the Internet to share information and resources including text, audio, video, images, podcasts, and other multimedia communications and may include but is not limited to: event posting, texting, photo-sharing, wall postings, video sharing, blogging, Facebook, Tik Tok, microblogging, Twitter, LinkedIn, YouTube, Instagram, Snapchat, and similar platforms.

In online social networks, the lines between public and private, and personal and professional may be blurred. When a City employee self-identifies as a City employee, he/she is creating a perception about the City. For this reason, content posted online relating to City business, in representing the City or in which the City is identified, must be consistent with the City's values and professional standards and not contain discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct. Further, employees may not use social media at any time to divulge confidential or private information learned through working at the City whether such information concerns other employees, citizens, City officials, or City business. Violations of this policy may lead to disciplinary action up to and including termination.

Employee Social Media Sites and Social Networking

All City employees may have personal social networking and social media sites as well as access to the World Wide Web. These sites should remain personal in nature and be used to share personal opinions or non-work-related information. Following this principle helps ensure a distinction between sharing personal and City views. City employees must never use their City e-mail account or password in conjunction with personal social networking or social media site. The following guidance is for City employees who decide to have a personal social media or social networking site or who decide to comment on posts about official City business:

State your name and, if relevant, role, when discussing City business.

Use a disclaimer such as: "The postings on this site are my own and don't reflect or represent the opinions of the City for which I work."

The City understands that social media, the World Wide Web, and social networking sites can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world; however, the use of these sites also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social networking, the World Wide Web, and social media, we have established these guidelines for appropriate use.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the internet, including to your own, or someone else's, weblog or blog, journal or diary, personal

website, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

The principles and guidelines found in this policy apply to your activities online. The City respects your First Amendment rights; ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards involved. Keep in mind that any conduct adversely affecting your job performance, the performance of fellow employees or that otherwise adversely affects members of the public, customers, suppliers, people who work on behalf of the City may result in disciplinary action up to and including termination.

Know and follow the rules. Carefully read these guidelines, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful. Always be fair and courteous to fellow employees. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, and threatening or intimidating, which disparage members of the public, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion, or any other status protected by law or company policy.

Be honest and accurate. Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors you know to be false about the City.

Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the City, fellow employees, residents, contractors, or people working on behalf of the City. If you do publish a blog or post online related to the work you do or subjects associated with the City, make it clear that you are not speaking on behalf of the City. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the City."

Personal or business venture social media account names shall not be tied to the City. For example, City of Holland Fireman would not be an appropriate personal account name.

Using Social Media at Work

Refrain from using social media while on work time or on equipment provided by the City unless it is work-related as authorized by your supervisor/ director or consistent with the City's Equipment

Policy. Do not use your City email addresses to register on social networks, blogs, or other online tools utilized for personal use.

An employee who uses any form of social media or the internet to post the city's confidential information or to post unfavorable comments about city officials, supervisors or co-workers when those comments constitute a form of discrimination or harassment or result in disruption of city business or harm to the city's reputation will be disciplined up to and including termination of employment. Such conduct is prohibited whether or not the posting is made by use of city equipment and whether or not the posting is made during work hours. This prohibition is not intended to prevent an employee from discussing the wages, hours, and working conditions of employment with co-workers.

Retaliation is Prohibited

The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts

The City Administrator is designated as Public Information Officer and is authorized to serve as liaison to media representatives. A Communications Team may be created and authorized to disseminate information as directed by the City Administrator. Members of the City police department may communicate with the media in the event of disaster, threats to public safety, or other circumstances requiring immediate and specific communications to protect citizens. Other employees are not authorized to make statements on behalf of the City, unless directed to do so by the City Administrator, or the responsible department Administrator in response to specific inquiries, and if so authorized, such responses should provide only routine factual information relating to the employee's duties. Even under a supervisor's direction, no employee, unless he or she is an authorized liaison, should address the media on behalf of the City concerning litigation, legal opinions, or City personnel matters. If an employee receives a media inquiry, the employee should respond that he or she must relay the request to a supervisor and that he or she does not have the authority to respond on behalf of the City to that type of inquiry. An employee must report any media inquiry received and a response provided to the City Administrator.

Cell Phone Use

The City recognizes that many employees have cell phones, also known as wireless communication devices, that they bring to work. Cell phones may belong to the employee or be provided for the employee's use by the City. The use of cell phones at work, including those with a camera, must not interfere with job duties or performance. Employees must not allow cell phone use to become disruptive or interfere with their own or a coworker's ability to do their jobs. Employees who use cell phones to violate City policy, including all the City's anti-harassment and discrimination policies, will be subject to disciplinary action, up to and including termination. An employee who has been provided with a cell phone by the City must surrender the assigned cell

phone upon separation of employment from the City or upon request by the employee's supervisor or department director.

Employees who use their personal cell phone for city related business may be required to surrender their cell phone as a result of a Public Information Request under subpoena. In addition, both personal cell phones and city issued cell phones are subject to the Texas Government Code, Public Information Act, as amended. The Public Information Act can also apply to information on a privately owned device of a current or former governmental body employee or official. The City secretary may seek to obtain public information from a temporary custodian. The Government Code defines "temporary custodian" as a current or former governmental employee or official who maintains public information that has not been provided to a governmental body's officer for public information or the officer's agent.

Use of cell phones or wireless communication devices while operating motor vehicles or equipment is prohibited as outlined by the Texas Transportation Code and City ordinance as amended.

Video and Tape Recording

To assure the reasonable expectation of privacy in casual, business, or personal conversations, no employee, may audio or videotape meetings or conversations of any employee, official, or visitor on City owned property or occupied buildings, unless the person(s) involved grant permission, with the exception of Police Officers in the line of an official investigation or other provisions of State or Federal law.

Sexual Harassment-Free Work Environment Policy

The City of Holland prohibits sexual harassment of its employees by management, supervisors, co-workers, elected officials, volunteers, citizens, and other third parties. Sexual harassment negatively affects morale, motivation, and job performance. It is inappropriate, offensive, illegal, and will not be tolerated.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

submission to such conduct is either expressed or implied as a term or condition of an individual's employment.

submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Prohibited conduct includes but is not limited to unwelcome verbal behavior such as comments, suggestions, jokes, or derogatory remarks based on sex; unwanted physical behavior such as pats, squeezes; visual harassment such as posting of sexually suggestive or derogatory pictures,

cartoons, drawings or electronic messages, even at one's work station; unwanted sexual advances, pressure for sexual favors or basing employment decisions (such as an employee's performance evaluations, work assignments, or advancement) upon the employee's acquiescence to sexually harassing behavior in the workplace.

Supervisors are accountable and have an obligation to ensure that their employees are afforded the opportunity to work in an environment that is free from sexually discriminatory insults, ridicule, intimidation, or other types of harassment.

The condoning of a hostile workplace by a supervisor is not conducive to the spirit and intent of the City's commitment to ensuring fair and equal treatment of employees.

Any employee who is aware of any instances of sexual harassment shall report the alleged act immediately. If the employee is uncomfortable in discussing the matter with the supervisor or if the supervisor is not available, the employee shall report the alleged act immediately to the City Administrator.

The City does not tolerate sexual harassment, nor does it tolerate reprisals against an employee who makes a sexual harassment complaint. All complaints will be investigated promptly, impartially, and discreetly and, upon completion of the investigation, the appropriate parties will be notified immediately of the findings. Any supervisor, Administrator, director, or other employee who violates this policy is subject to disciplinary action, up to and including termination.

Appropriate action will be taken with outside parties who are in violation of this policy. Any supervisor who receives a complaint of sexual harassment and fails to report or take corrective action pursuant to this policy is also subject to disciplinary action. All employees are responsible for reporting incidences of sexual harassment. Any employee who refuses to cooperate in the investigation, or who files a complaint of sexual harassment in bad faith, will be subject to disciplinary action up to and including termination.

Retaliation, in any form, against an employee for reporting a complaint in good faith under this policy, or for assisting in the investigation of such a complaint, is prohibited.

We trust that the employees will act responsibly to maintain a pleasant working environment, free of discrimination, allowing each employee to perform to his/her maximum potential. The City encourages any employee to bring questions he/she may have regarding discrimination of this type to the City Administrator Director for guidance and clarification.

Smoke-Free Workplace

The use of all tobacco products is always prohibited on all City property, including city recreational facilities unless used in designated areas, and at least fifteen feet from a door or other individuals, and only during regularly scheduled breaks and lunch. All tobacco waste will be properly disposed of by the employee and no waste will be disposed of on the ground. Use of tobacco products is prohibited at all other times during the workday, and all city owned or leased vehicles, or while operating city equipment. Tobacco products include but are not limited to any products or preparation containing tobacco, including cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, smokeless tobacco, and vaping of any kind.

Dress Code and Personal Appearance

Employees must dress appropriately and professionally and present a clean and neat appearance while at work, and while representing the City or conducting City business. Dress in a manner that creates public confidence in the competence of the City and its employees and (ii) is appropriate for the type of services being provided by the employee, consistent with the expectation of customers served, and in keeping with professional practices.

Directors/Department Heads may implement supplemental dress code requirements for their department(s) based on operational needs or regulatory requirements. Supplemental dress codes that do not include uniforms must be approved by the City Administrator. Professional business attire or a uniform may be required for meetings or special events. Uniforms will be provided to employees depending upon their department assignment.

The Police and Fire Departments may be covered under departmental policies regarding appropriate dress and appearance.

The following are inappropriate for work attire:

provocative or revealing attire including body-hugging, see-through, or excessively tight fabrics, tank tops, sleeveless tops, beach style flip flops, clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind, wrinkled, ripped, and tattered clothing, visible tattoos which could be deemed offensive, nose piercings or rings, eyebrow piercings or similar type facial jewelry except for a recognized religion; and

Employees will not wear clothing with the City's insignia to purchase or consume alcohol or gamble.

Employees should direct questions about appropriate appearance or dress to their Supervisor, Director/Department Head, or City Administrator. Director/Department Heads and supervisors are responsible for enforcing this rule in their respective departments in order to maintain acceptable dress and appearance. Employees in violation of this rule may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this rule may be disciplined, up to and including termination of employment.

Secondary or Outside Employment

Employees of the Police Department shall refer to Police Internal Policies regarding outside employment.

City employees shall understand that their position with the City is their primary occupation, and it shall always take precedence over all secondary jobs. City employees may engage in secondary employment provided they receive prior written approval on the City of Holland Outside Employment Request form from their Director/Department Head. An employee who is working another job at the time of hire, and who intends to continue the other employment, must so advise

the appropriate Director/Department Head, and receive written approval to continue the secondary employment. Approval must be placed in the employee's personnel file in City Administrator.

When engaged in secondary employment, the employee must notify the Director/Department Head in writing on the City of Holland Outside Employment Request form of the place and type of employment or business, and the hours of work. Secondary employment shall not be permitted if it will bring the City into disrepute, reflect discredit upon the employee as an employee of the City, or interfere/conflict with the performance of the employee's City duties. Secondary employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If secondary employment causes or contributes to job-related problems, it must be discontinued, and if necessary, disciplinary procedures will be followed to address the specific problems.

An employee whose position requires him to occupy an "on-call" status shall recognize such status as an obligation to the City and shall fulfill that obligation if called to work for the City during these hours even while working at a secondary job.

An employee shall not perform any secondary employment at any time when the employee is on FMLA leave, sick leave, disability leave, workers' compensation leave, administrative leave, or an unpaid leave of absence, on restricted or light duty, or on probation. Any violation of this provision may result in discipline.

The employee will not utilize any city supplies, vehicles, computers, phones, or property for secondary employment. Law enforcement personnel may receive some exception to this rule with approval from the Chief of Police or City Administrator.

Searches

The City may conduct inspections or searches of City property at any time without prior notice to the employee. The City may search City property regardless of whether the property is used exclusively by the employee, is secured, unsecured or secured by a lock or locking device provided by the employee or the City.

The City may also conduct inspections or searches of an employee's personal property brought onto City property, if a supervisor has reasonable suspicion to believe that the employee's property is being used in violation of any City policy or state or federal law.

An employee who interferes with a search or fails to cooperate in allowing a search conducted under this policy, including giving access to City property as directed, is subject to discipline, including possible termination.

Alcohol and Drug-Free Workplace

All employees of the City have a right to work in a drug and alcohol-free work environment. All drug and alcohol use on city property is prohibited. All drug and alcohol use during hours of employment is prohibited. In order to protect the safety of all employees and act in the best interest of the City, the Director of City Administrator shall outline specific policies and procedures to accomplish this

purpose. The City will not tolerate employees at work while under the influence of alcohol or illegal drugs or prescription medications taken outside the prescribed order of the physician. Employees shall report to their Director/Department Head and/or HR when they are using prescription medication that may cause drowsiness, sleepiness or other safety related precautions as notated on the prescription information.

Rules and regulations regarding screening and testing are set forth in the Appendix A in this manual, and in addition to Appendix A, the City of Holland Alcohol and Controlled Substance Use and Texting Policy Number HR-13, and all other drug & alcohol policies, as amended are available for review in the office of the City Administrator Director. This policy, and all Appendixes incorporate the requirements and procedures set forth by federal regulations 49 CFR part 40, 655, and the “Drug Free Workplace Act”, as amended

CHAPTER 7. DISCIPLINE AND APPEALS

Grounds for Disciplinary Action

All City employees are public servants and shall always conduct themselves professionally and courteously both during work hours and while wearing any article of clothing or accessory that identifies them with the City, or while attending any City function or City sponsored function.

The grounds for disciplinary action are generally set out in Chapter 6 of this manual, and in addition as follows.

Any conduct of an employee, whether or not that individual is on duty, which has the impact or potential impact of any of the following, may result in discipline up to and including termination of employment:

Creating conflict or discord in the workplace.

Workplace bullying

Interfering with the individual’s own work or that of another employee.

Creating a harassing, demeaning, or hostile work environment at the City.

Harming the goodwill or reputation of the City with its citizens or with the community at large.

Disclosing confidential information of the City or of another when the information was obtained by virtue of employment with the City.

Employee “conduct” includes verbal communications, internet, or electronic communication of any kind, and physical behavior.

The City Administrator or designee may take disciplinary action against an employee for just cause.

Just cause shall be related to the job involved and shall include but not be limited to illegal, unethical, abusive, or unsafe acts; violation of City rules, regulations, policies, or procedures; insubordination; inefficiency; neglect or abandonment of duties; participation in prohibited political activity or solicitation; abuse of sick leave, injury leave, disability leave, or other benefits; tardiness or absence without leave; falsification of official documents or records; using or a presence in the system of illegal drugs or under the influence of intoxicating beverages while on duty; waste, damage, or unauthorized use of city property or supplies; unauthorized use or disclosure of official information; unauthorized or improper use of official authority; failure to respond to or cooperate with a city investigation; unauthorized use of city credit cards.

It is recognized that it may occasionally be necessary to terminate an employee without progressing through lesser disciplinary levels due to the severity of the circumstances.

Due to the severe nature of events that can occur in the workplace, the supervisor, Administrator, or director may have a need to immediately clear the worksite. He/She may send an employee home effective immediately on a suspension with pay if doing so would be in the best interest of employee safety or in order to restore a professional work environment. Management should tell the employee what time to report back to work for further discussion of the incident and secure a phone number where he/she can be reached before sending him/her home.

Progressive Types of Discipline

It shall be the duty of each employee to maintain high standards of cooperation, efficiency, and economy while working for the City. Directors/Department Heads shall organize and direct the work of their departments to achieve these objectives.

If the work habits, production, or personal conduct of an employee fall below appropriate standards, supervisors should address the deficiencies at the time they are observed. Counseling and warning the employee, if there is sufficient time for improvement, should ordinarily precede formal disciplinary action. Where appropriate, the City maintains a practice of progressive discipline.

Formal disciplinary action taken shall be consistent with the nature of the deficiency or infraction involved and the record of the employee. Formal disciplinary action shall include written reprimand, suspension, demotion with reduction in pay, and termination. Any of the foregoing types of formal disciplinary action may be invoked for a particular deficiency or infraction, depending upon the exact circumstances. An employee may be formally warned at any time that he/she may be terminated or otherwise disciplined for further unsatisfactory performance or conduct.

Nothing herein shall prohibit the administration of informal disciplinary action, such as oral reprimands, for just cause. Supervisors should meet privately with employees to discuss performance or behavioral problems when they first arise.

City Administrator must be advised of and consulted prior to suspension or termination of an employee.

The steps are outlined but not limited to the following and documented on the City of Holland Employee Discipline Form.

Verbal Warning/Counseling. (This should be documented by the supervisor, director, or department-head after the verbal warning with a copy sent to City Administrator to be placed in the employee's personnel file.) Best suited to the first occurrence of a minor rule infraction, incident of substandard performance, or after continued issues of a minor infraction following a reprimand.

Written Reprimand. All written reprimands shall be documented on the designated City form and may include additional pages, as necessary. The employee shall review the written reprimand and shall be requested to sign the document. If the employee refuses to sign the document, the supervisor, director, or department-head shall notate the reprimand as such and send a final copy to City Administrator where the copy shall be placed in the employee's personnel file. The employee must be provided with a copy of the written reprimand. A written reprimand is used as a formal warning of suspension or dismissal should the violation recur. An explanation of the incident, details, expectations, and consequences for future problems should be included. The written reprimand shall describe the deficiency or infraction involved, reference the policy violated where applicable, and may state the likely consequences of further unsatisfactory performance or conduct.

Suspension. Days off without pay can be made by the supervisor after approval by the Director/Department Head and the Director of City Administrator. Used to bring about a change in behavior, and length of time for the suspension is determined by the Director/Department Head and City Administrator and should reflect the seriousness of the circumstances.

Administrative leave may be with or without pay during an investigation, hearing, or trial of the employee in any civil matter, on any criminal charge, or for any City policy violation when it is in the best interest of the City.

Termination. A Department Head/ Director, upon approval by the City Administrator, may terminate an employee in accordance with these policies. The events that lead to termination shall be documented on the designated City form and may include additional pages, as necessary. The original shall be sent to City Administrator to place in the employee's personnel file.

Nothing herein shall prevent immediate formal action up to and including termination, as provided elsewhere in the Personnel Policies, whenever the interest of the City requires.

All written notices of disciplinary action should be signed by the Director/Department Head, or supervisor and the employee. The notice should include a description of the employee's conduct to include the applicable policy, action taken in response and, except in cases of dismissal, and

the likely consequences of further unsatisfactory conduct. All original written notices and documentation of disciplinary actions are to be forwarded to the City Administrator or the City Council for inclusion in the employee's personnel file. The City Administrator will make the final decision regarding the termination of an employee. In compliance with the City Charter, only City Council may terminate the employment of a Department Director. The City Administrator shall have the authority as administrative and executive officer of the City to hire an impartial third-party investigator for the purpose of investigating complaints, criminal behavior, citizen complaints, or violation of City policies and procedures involving the Chief of Police or a Director/Department Head.

Disciplinary action does not automatically or permanently disqualify an employee from consideration for future promotion, pay increases or other beneficial personnel action. The employee shall have the opportunity to appeal only those disciplinary actions that result in suspension, involuntary termination or other loss of employment status, benefits, or compensation.

Appeals of adverse disciplinary actions are referenced in Chapter 7 of this manual.

An employee can appeal against any disciplinary actions to the City Council. Employees have thirty (30) days to appeal.

CHAPTER 8. SEPARATION FROM EMPLOYMENT

Separation Processing

All employees who separate from the City will be required to return records, property and other instruments belonging to the City before the last day of employment in addition to completing any required separation paperwork.

City Administrator may extend an invitation to each separating employee for an exit interview. If accepted, an appropriate interview schedule will be established. The exit interview is used to determine and document the reasons employees leave the City and to solicit constructive feedback to improve effectiveness and efficiency of City operations.

Only employees who separate in good standing as set out in this manual are eligible to have their Vacation paid out. All Vacation due under this policy shall be included in the employee's final pay unless documented otherwise through a contract or severance agreement.

Resignation

An employee who resigns with at least two weeks' advance written notice, and who works the last two weeks of their employment will receive the balance of any unpaid PTO remaining at the time of the work separation up to the employee's annual accrual entitlement. Any exception to this policy will require approval by the City Administrator. Paid or unpaid leave time may not be counted toward such a notice period.

The separating employee may not utilize Vacation during the final two weeks of employment unless the employee has medical documentation to substantiate the need to be off work.

Resignations not in good standing shall preclude the employee from being paid their accrued Vacation.

Job Abandonment

An employee who is unable to report to work at the designated time is required to notify his or her supervisor. Employees who fail to report to work without notifying their supervisor of an absence, and without just cause as determined by the City Administrator, will be considered absent without leave, and are subject to disciplinary action up to and including termination. An employee absent from work without notice for three (3) consecutive workdays is considered to have abandoned their job; employees absent from work without notice on a Friday and the following Monday are considered to have abandoned their job. If a Notice of Termination cannot be provided in-person to the employee, the Notice shall be sent via certified mail to the employee's last known home address in these circumstances.

Retirement

The City of Holland participates in the Texas Municipal Retirement System (TMRS). Upon hire, all full-time employees become a member of TMRS. The vesting period is five (5) years.

Six percent (6%) of an employee's gross salary is automatically deducted from the paycheck and credited by TMRS to their individual TMRS account. The City matches employee contributions 2:1.

If at separation, an employee is not vested in TMRS, the employee may either choose to:
Leave the money in the retirement system for up to five years, or
Withdraw the employee's contributions plus interest in a lump sum, less appropriate taxes, or
Roll the employee's contributions plus interest into a qualified retirement plan.

If at separation, an employee is vested in TMRS, the employee may either choose to:

Leave the employee's contributions plus interest in TMRS and receive a pension when qualified,
Withdraw the employee's contributions plus interest in a lump sum, less appropriate taxes, or
Roll the employee's contributions plus interest into a qualified retirement plan. Retirement Options
An employee is eligible for retirement from TMRS if one of the following qualifications is met:

Five (5) years of service and at least 60 years old; or Twenty (20) years of service, as defined by TMRS.

Termination

The City may terminate an employee as a result of unsatisfactory performance or conduct, violation of City policy, or for any reason and at any time, with or without notice.

An employee who is terminated will not be paid out their accrued PTO.

Death

If an employee dies while employed with the City, the beneficiary or estate will be paid all appropriate earned pay and payable benefits. This process will be coordinated by the City Administrator with assistance from the City Attorney as deemed necessary.

Chapter 9. SAFETY

Safety Standards

All employees of the City are required to comply with safety standards and guidelines established by the City and their respective departments, and the guidelines herein.

Accidents

Any employee who has life threatening injury shall immediately call 9-1-1 for transport to the nearest medical facility.

Any employee involved in an accident during the employee's working hours which involves a City vehicle, or a personal vehicle used for City business, or City equipment, facilities, or property, shall immediately report it to their immediate supervisor (within 24-hours) who will report to the scene of the accident, if feasible.

When a motor vehicle is involved, the City of Holland Police Department or the law enforcement department in the jurisdiction where the accident occurred shall be called to complete an official police report. The supervisor or the employee involved shall obtain the police report number before leaving the scene. If safe to do so, photos of all involved vehicles should be taken regardless of the severity of damage.

After the scene has been cleared by police, the supervisor shall take the employee to the City designated medical facility for drug and alcohol testing. Drug and alcohol testing will be conducted in the following instances:

The operator is a CDL holder regardless of the level of damage or fault.

The operator or a third party was injured.

Damage to City property is more than \$1,000, except for a CDL holder.

The operator appears under the influence.

The scene resulted in a fatality.

A citation was issued to the City employee.

The supervisor and involved employee will provide a completed City of Holland Report of Damage or Loss form to their Department Director within 24 hours. The Director/Department Head will then immediately notify City Administrator.

Any employee who refuses screening for the presence of drugs or alcohol will be subject to immediate termination.

An employee who fails to report an accident will be disciplined up to and including termination.

Employees who have more than one motor vehicle accident while operating a City vehicle in a 12-month window may be required to complete a driver safety course at their own expense before being allowed to operate a motor vehicle or motor driven equipment.

Injuries and illnesses on the job

Any employee who has life threatening injury shall immediately call 9-1-1 for transport to the nearest medical facility.

An employee who has been injured on-the-job and does not have life threatening injury shall immediately notify their supervisor. The supervisor shall report to the accident/incident scene if possible and transport the employee for non-emergency medical treatment or post-accident/incident testing.

The supervisor shall ensure the First Report of Injury is completed with all details of the incident, including names and contact information of witnesses, and send the completed form within 24 hours to City Administrator for handling.

Failure to immediately report an injury may be the cause for loss of medical or income benefits.

Citizens injured on city property or those wishing to make claims against the city must complete the Citizen Claim Form and return the complete form to the City Administrator; staff shall notify City Administrator of such an incident along with a statement of events if known.

Confidentiality

To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.

City Property

For purposes of this policy, City property includes but is not limited to owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation centers, swimming pools, and parks.

Documentation - When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the City Administrator Department or the Police Department.

Policy Violations - Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution