
CITY OF PORT LAVACA

CITY COUNCIL MEETING: MARCH 13, 2023

AGENDA ITEM _____

DATE: 3/7/23

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: SUSAN LANG, FINANCE DIRECTOR 

SUBJECT: CONSIDER ACTION ON COMPENSATION PLAN – POLICE CADET

Background:

In an effort to enhance the recruiting process for qualified applicants for vacant police officer positions, the City has attempted numerous efforts over the past year which include reimbursement of police academy tuition and expenses. Unfortunately, those efforts are not enough, and we find ourselves competing with other agencies where they pay Police Officer candidates a full-time salary while the candidate attends the academy.

The City has a contract in place that has been approved by the City Attorney, for recruiting purposes, to reimburse for training and expenses, which also addresses full-time pay, however we realized that we need to amend the City's salary structure in order to accommodate for the Cadet position.

The Cadet position is only to be used in place of a vacant Police Officer position and will not increase the number of full-time positions budgeted for the City.

Financial Implications:

None. This position is to temporarily replace a budgeted vacant Police Officer position and is at a substantially lower pay.

Comprehensive Master Plan:

Promoting Quality of Life and Protecting Investments

Recommendation: Staff recommends the approval of the new Job Class/Title along with the associated job description.

Attachments:

Salary Structure

Police Cadet Job Description

Reimbursement Contract

CITY OF PORT LAVACA
SALARY STRUCTURE
10/1/2022

Pay Grade	Job Class/Title	Min	Midpoint	Max
28	Janitor	\$ 25,577.12	\$ 30,090.73	\$ 34,604.34
	Part-time Animal Shelter Attendant	\$ 12.30	\$ 14.47	\$ 16.64
33	Municipal Court Clerk	\$ 32,930.83	\$ 38,693.72	\$ 44,456.62
		\$ 15.83	\$ 18.60	\$ 21.37
34	Accounting Clerk			
	CVB Maintenance Worker			
	Dispatcher			
	Meter Technician			
	Parks Maintenance Worker	\$ 34,577.37	\$ 40,628.41	\$ 46,679.45
	Street Maintenance Worker	\$ 16.62	\$ 19.53	\$ 22.44
	Utilities Maintenance - WWTP			
	Utility Billing Customer Service Representative			
	Utility Maintenance Worker			
	Utility Maintenance-Construction			
35	Animal Control Officer			
	Development Coordinator/Permit Technician	\$ 36,306.24	\$ 42,659.83	\$ 49,013.42
	Heavy Equipment Operator			
	Police Cadet	\$ 17.45	\$ 20.51	\$ 23.56
36	Administrative Assistant			
	Code Enforcement Officer			
	Lead Dispatcher/Administrative Assistant	\$ 38,121.55	\$ 44,792.82	\$ 51,464.09
	Records Clerk/Dispatcher	\$ 18.33	\$ 21.54	\$ 24.74
	Utilities Operator - WWTP C			
37	Customer Service Supervisor			
	Parks Crew Leader			
	Streets Crew Leader			
	Senior Animal Control Officer	\$ 40,027.63	\$ 47,032.46	\$ 54,037.30
	Utilities Crew Leader -WWTP	\$ 19.24	\$ 22.61	\$ 25.98
	Utilities Operator - WWTP B			
	Utilities Operator - WWTP B			
	Utility Crew Leader			
38	Exec. Assistant to CM / HR Coordinator	\$ 42,029.01	\$ 49,384.08	\$ 56,739.16
	Utilities Operator - WWTP A	\$ 20.21	\$ 23.74	\$ 27.28
40	Accountant	\$ 46,336.98	\$ 54,445.95	\$ 62,554.92
	Assistant City Secretary	\$ 22.28	\$ 26.18	\$ 30.07
41	Firefighter/Engineer (2912 hours)	\$ 48,593.01	\$ 57,168.25	\$ 65,743.49
		\$ 16.69	\$ 19.63	\$ 22.58
42		\$ 51,086.52	\$ 60,026.66	\$ 68,966.80
	Patrol Officer (2236 hours)	\$ 22.85	\$ 26.85	\$ 30.84
	Senior Accountant (2080 hours)	\$ 24.56	\$ 28.86	\$ 33.16

New hires exceeding 5% above minimum require City Manager Approval.

CITY OF PORT LAVACA
SALARY STRUCTURE
10/1/2022

Pay Grade	Job Class/Title	Min	Midpoint	Max
44	Fire Lieutenant (2912 hours)	\$ 56,322.89	\$ 66,179.40	\$ 76,035.90
		\$ 19.34	\$ 22.73	\$ 26.11
	Police Corporal (2236 hours)	\$ 25.19	\$ 29.60	\$ 34.01
45	Parks Superintendent	\$ 59,139.03	\$ 69,488.37	\$ 79,837.70
	Streets Superintendent	\$ 28.43	\$ 33.41	\$ 38.38
	Utilities Superintendent			
46	Detective-Sergeant (2080 hours)	\$ 62,095.99	\$ 72,962.78	\$ 83,829.58
		\$ 29.85	\$ 35.08	\$ 40.30
	Patrol Sergeant (2236 hours)	\$ 27.77	\$ 32.63	\$ 37.49
	Harbor Master (2080 hours)	\$ 29.85	\$ 35.08	\$ 40.30
47	Fire Captain (2912 hours)	\$ 65,119.28	\$ 76,610.92	\$ 88,102.56
		\$ 22.36	\$ 26.31	\$ 30.26
48	Patrol Lieutenant (2080 hours)	\$ 68,375.25	\$ 80,441.47	\$ 92,507.69
	CID Lieutenant (2080 hours)	\$ 32.87	\$ 38.67	\$ 44.47
49	City Secretary/Court Manager	\$ 71,794.01	\$ 84,463.54	\$ 97,133.07
		\$ 34.52	\$ 40.61	\$ 46.70
53	Director of Finance			
	Director of Development Svs	\$ 87,375.29	\$ 102,665.96	\$ 117,956.64
	Director of Public Works	\$ 42.01	\$ 49.36	\$ 56.71
54		\$ 91,629.37	\$ 107,799.26	\$ 123,969.15
55	Police Chief	\$ 96,210.84	\$ 113,189.22	\$ 130,167.61
	Fire Chief	\$ 46.26	\$ 54.42	\$ 62.58
61	City Manager	\$ 135,378.31	\$ 159,268.61	\$ 183,158.90
		\$ 65.09	\$ 76.57	\$ 88.06

New hires exceeding 5% above minimum require City Manager Approval.



JOB TITLE: Police Cadet
DEPARTMENT: Police
SALARY RANGE: \$36,306.24 to \$49,013.42 per year

Pay Grade: 35

JOB DEFINITION:

The Police Cadet is an entry-level non-sworn position with the City of Port Lavaca. This position is intended for the best qualified applicant who will be brought on as a city employee and sent to an area police academy to receive their state peace officer certification.

ESSENTIAL FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties and responsibilities. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and duties performed by incumbents of this class. Essential duties and responsibilities may include, but are not limited to, the following:

- Will attend an area Police Academy and other formal police training programs established to qualify the incumbent for State certification and promotion to Police Officer.
- Trains and participates in the operation of two-way radios, and other communications equipment used in receiving and transmitting messages.
- Develops knowledge and proficiency in the interpretation of Federal, State and Local laws and ordinances, and Police Department policies and regulations.
- Develops skill and proficiency in the use and care of firearms.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of:

- Knowledge of criminal law, investigation, statutes, ordinances, and crime prevention methods.
- Knowledge of departmental policies, procedures, rules and regulations and FCC rules and regulations regarding radio communication.
- Knowledge of good safety practices in the care and use of firearms.

Skill in:

- Skill in oral and written communications.
- Skill in handling multiple tasks and prioritizing.
- Skill in using computers and related software applications.
- Skill in data analysis and problem solving.
- Skill in operating motorized vehicles.
- Skill in operation of two-way radio equipment.

MINIMUM QUALIFICATIONS:

High School Diploma or GED equivalent; AND successful completion of Police Academy training.

- State of Texas driver's license is required.
- Must be a current U.S. citizen (born naturalized)
- Graduation from an accredited high school or equivalent.
- Age must be at least 20.5 at the time of application.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment, and in the field. Must maintain a level of physical fitness to meet Department standards.

TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT THAT WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON THE CADET. THE CITY IS AN AT-WILL EMPLOYER AND THE CADET IS AN AT-WILL EMPLOYEE.

This Agreement, is made by and between the City of Port Lavaca, Texas, a municipal corporation, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Cadet."

WHEREAS, the City has hired the Cadet for the position of Police Officer Cadet; and

WHEREAS, the City has agreed to pay for the Cadet's tuition while attending the

_____ Police Academy;

NOW, THEREFORE, THE CITY AND THE CADET, FOR CONSIDERATION HEREIN SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. CITY'S RESPONSIBILITIES

- A. City shall pay all of Cadet's tuition and other related expenses charged by _____ to attend the _____ Police Academy. An estimated statement of the costs is attached hereto as Exhibit A and made a part hereof. The training expenses will be based on actual costs incurred. Upon the Cadet's successful completion of training at the Academy and certification as a law enforcement officer, the City shall provide the Cadet with an itemization of Total Training Expenses incurred by the City. The itemization shall also be placed in Cadet's personnel file.
- B. City will pay Cadet the Police Officer Cadet salary while attending the Academy.
- C. Upon completion of the Academy and certification as a law enforcement officer, City will employ Cadet as a Patrol Officer. Cadet is not guaranteed a specific assignment or a definite term of employment.

II. CADET'S RESPONSIBILITIES

- A. Cadet shall be accepted into and successfully complete the Academy.
- B. Cadet shall remain employed with the City for a period not less than two (2) years from the first date of employment following completion of the Academy.
- C. If Cadet does not complete the Academy or ceases working for the City for any reason except lay-off or personal long term disability, Cadet shall reimburse the City for the Total Training Expenses incurred to date.
- D. The Cadet hereby expressly acknowledges that the City is entering into this Agreement to facilitate the bona fide employment of the Cadet as a police officer by the City. Accordingly, the Cadet acknowledges that the Cadet is not entering into this Agreement to achieve certification as a law enforcement officer by way of "sponsorship" to the Academy.

III. Costs Subject to Reimbursement Obligation

- A. In the event the Cadet must reimburse the City as provided in Section 2, the Cadet shall reimburse the City for all sums expended by the City in connection with the Cadet's training, including tuition, supplies, equipment and other expensed incurred during training.
- B. Credit for service rendered shall be given against the Reimbursement Obligation as follows:
 - 1. Full repayment (100%) of the Reimbursement Obligation is required if Cadet ceases to be employed as a Police Officer within the first twelve months after completion of Training.
 - 2. Half repayment (50%) of the Reimbursement Obligation is required if Cadet ceases to be employed as a Police Officer after the first twelve months but before the completion of twenty-four months after completion of Training.
 - 3. Any absence from work due to illness, non-duty related injury or other cause for a period of greater than two (2) weeks shall be excluded from the time calculations of service rendered.

IV. Terms of Repayment

- A. In the event the Cadet is required to reimburse the City, the City will withhold payment of general leave time, compensatory time, etc., to apply to the Reimbursement Obligation. The remaining Reimbursement Obligation shall be subtracted from Cadet's final paycheck. If the Cadet's final paycheck is insufficient to cover the total amount, the remaining Reimbursement shall be paid by the Cadet within thirty (30) days of cessation of employment.
- B. At the option of the City, repayment of the remaining Reimbursement Obligation may be made in monthly installments of no less than one-twelfth (1/12) of the total remaining amount payable on or before the first day of each month, beginning with the month following cessation of employment.
- C. The Cadet hereby agrees that in the event the City incurs legal fees or other costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Cadet will pay such reasonable expenses in addition to the Reimbursement Obligation then due.

V. MISCELLANEOUS PROVISIONS

- A. This Agreement is governed by the laws of the State of Texas and venue shall lie in Calhoun County, Texas.
- B. Entire Contract: This Agreement constitutes the entire agreement between City and Cadet, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this Agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.
- C. Partial Invalidity: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Colin Rangnow, Police Chief

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

CADET

By:

Printed Name
Title : Cadet

EXHIBIT A

Estimate of Anticipated Reimbursable Expenses

Training (Academy) Tuition	\$	_____
Supplies/ Books	\$	_____
Equipment (Uniforms, Duty Gear, Ammo)	\$	_____
Other Expenses	\$	_____

<u>TCOLE Exam Fee</u>	\$	_____
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TOTAL	\$	_____
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