



CITY OF DALWORTHINGTON GARDENS

**NOTICE OF A MEETING
CITY COUNCIL**

MAY 11, 2022 AT 6:30 P.M.

CITY HALL COUNCIL CHAMBERS, 2600 ROOSEVELT DRIVE, DALWORTHINGTON GARDENS, TEXAS

1. Call to Order
2. Citizen Comments
3. Discussion and possible action to consider an agreement for professional services with Kyle Sugg for certain public works duties and reporting.
4. Discussion and possible action regarding changes to the City of Dalworthington Gardens Code of Ordinances, Chapter 9, Personnel, and Chapter 7, Municipal Court, making various changes to said chapters.
5. Adjourn

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development Negotiations).

Pursuant to Texas Government Code, Section 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

CERTIFICATION

This is to certify that a copy of the **May 11, 2022** City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofdwg.net, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: _____ TIME OF POSTING: _____ TAKEN DOWN: _____

Lola Hazel, City Administrator

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into this _____, 2022 effective immediately by and between the Kyle Sugg ("CONTRACTOR") and the CITY DALWORTHINGTON GARDENS, TEXAS, a municipal corporation of the State of Texas ("CITY"). For convenience, the CONTRACTOR and the CITY may sometimes be referred herein collectively as "parties" and individually as a "party."

WITNESSETH

WHEREAS, CITY desires to engage the CONTRACTOR to provide professional services as more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, CONTRACTOR agrees to provide such work and services for the CITY in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Employment of CONTRACTOR.

(a) CITY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

(b) Notwithstanding anything to the contrary contained in this Agreement, CITY and CONTRACTOR agree and acknowledge that CITY is entering into this Agreement in reliance on CONTRACTOR's special and unique abilities. CONTRACTOR accepts the relationship of trust and confidence established between it and the CITY by this Agreement. CONTRACTOR acknowledges that CONTRACTOR shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. CONTRACTOR covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of CITY in accordance with CITY's requirements, in accordance with the highest standards of CONTRACTOR's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The CONTRACTOR warrants, represents, covenants, and agrees that all of the work to be performed by the CONTRACTOR under or pursuant to this Agreement shall be of the standard and quality which prevail among same similar professionals of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving the work to be performed in accordance with Exhibit "A" attached hereto and incorporated herein.

CONTRACTOR warrants, represents, covenants, and agrees that the work he performs will be accurate and free from any material errors.

(c) CONTRACTOR will be responsible for supplying all tools and equipment necessary for CONTRACTOR to provide the services set forth in Exhibit "A" attached hereto.

2. **Compensation.** The CITY agrees to pay the CONTRACTOR the fees set forth in Exhibit "A" attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, CONTRACTOR shall provide City an invoice specifying the services provided during the previous month and the total amount owed by the City. Payment will be made by the CITY within thirty (30) days of receipt of an invoice from CONTRACTOR.
3. **Changes.** CITY may, from time to time require changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONTRACTOR, shall be incorporated in written amendment to this Agreement.
4. **Services and Materials to be Furnished by CITY.** CITY shall furnish the CONTRACTOR with all available information and data CONTRACTOR requests pertinent to the execution of this Agreement. CITY shall cooperate with the CONTRACTOR in carrying out the work herein and shall provide adequate staff for liaison with the CONTRACTOR.
5. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by CONTRACTOR pursuant to this Agreement shall be the property of the CITY. CONTRACTOR will deliver to the CITY copies of the prepared documents and materials. CONTRACTOR shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. CONTRACTOR may make copies of any and all such documents and items and retain same for its files. CONTRACTOR shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than CONTRACTOR subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
6. **Termination of Agreement.** Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party.
7. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents

attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

8. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the CONTRACTOR.
9. **Final Decisions.** Serving as a CONTRACTOR to the CITY, CONTRACTOR shall advise all parties that final decisions shall be made by the City Council and/or City Manager.
10. **Indemnification.** THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT. **IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT, AND HOLD HARMLESS CITY AND/OR ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS, AND AGENTS FROM ALL LIABILITY, INCLUDING LIABILITY FOR THE CONSEQUENCES OF THE NEGLIGENCE OF CITY AND/OR ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS OR AGENTS WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.**
11. **Insurance.** CONTRACTOR agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation and professional liability during the term of this Agreement in the amounts not less than those required of other professional consultants and contractors retained by CITY. CONTRACTOR shall provide CITY with evidence of such coverages in a form which is acceptable to the CITY. Such policies shall name the CITY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against the CITY.
12. **Personnel.** All of the services required hereunder will be performed by the CONTRACTOR or under CONTRACTOR's supervision, and all personnel engaged in the work shall be qualified to perform such services.
13. **Independent Contractor.** In performing the services under this Agreement, CONTRACTOR is acting as an independent contractor. No term or provision hereof be construed as making CONTRACTOR the agent, servant, or employee of the CITY or as creating a partnership or joint venture relationship between CONTRACTOR and the CITY.

- 14. **Assignability.** The parties hereby agree that CONTRACTOR may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.

- 15. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Tarrant County, Texas.

- 16. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, CITY and the CONTRACTOR have executed this Agreement as of the date first written above.

CITY OF DALWORTHINGTON GARDENS, TEXAS

By: _____

Print Name: _____

Title: _____

KYLE SUGG

By: _____

Print Name: _____

Title: _____

Exhibit A

CONTRACTOR agrees to perform the following services at a monthly set fee of _____.

CONTRACTOR will conduct public water system operations and maintenance activities on the CITY's water treatment and distribution facilities. Contractor's operations and maintenance activities shall be provided in compliance with State Law and Texas Commission on Environmental Quality ("TCEQ") regulations. CONTRACTOR's services shall include but are not limited to the following:

- Monitoring of the city SCADA system and reporting any issues to the city administrator or designee
- Submitting the following regulatory reports or providing the city administrator with the knowledge and tools to submit said reports: [list them out]

The parties acknowledge that TCEQ regulations require CONTRACTOR to provide minimum of sixteen (16) hours of work per month at the CITY's public water system's treatment and distribution facilities. Such work shall be performed at times mutually agreed between the CITY and CONTRACTOR.

Proposal for Public Works Consulting Services

The following is a list of items that would be feasible for continued assistance with the City that I could manage during off-hours, or occasional typical working hours:

State and Federal reporting requirements:

If requested, I could provide upkeep and reporting requirements for:

- Storm Water Management Plan (5-Year)
- MS4 Permit (Annual renewal)
- Water Use Report (Annual)
- Disinfectant Level Quarterly Operating Report (Quarterly)
- Tier II Report (Annual)
- Consumer Confidence Report (Water Quality Report – Annual)
- Lead and Copper Oversight and Coordination – (Annual vs 3-year; Currently being restructured; Staff performance required)
- Emergency Preparedness Plan – Oversight, Review, Revising (Annual; Based on SB3 requirements, may require changes and potentially engineering involvement in the future depending on TCEQ response)
- Sanitary Sewer Overflow Reporting (Per occurrence)
- Water Use Survey (Annual)
- Water Loss Audit (Annual)
- Northern Trinity Groundwater Conservation District (Bi-Annual – Simple reporting with wells abandoned)

I would also be willing to store digital retention of all TCEQ and EPA record retention compliance requirements into the City data drive by coming in bi-monthly to review physical records, work orders, and logs from the start of agreement to include:

- 2-Year Retention Requirement
 - Complaints and Results of Investigations (water quality, pressure, or outages)
 - Dead-end Hydrant flushing logs
 - Dates of storage tank facility inspection/cleaning
 - Maintenance records for water system equipment and facilities
- 3-Year Retention Requirements
 - Copies of violation and resulting corrective actions
 - Copies of Public Notices issued by the water system
 - Results of disinfectant residual monitoring from the distribution system
 - Calibration records for laboratory equipment, flow meters, rate of flow controllers, on-line turbidimeters, and disinfectant residual analyzers
- 5-Year Retention Requirements

- Variances or System Exceptions Granted
- Results of microbiological analyses
- Inspection records for all water-storage and pressure-maintenance facilities
- Documentation of compliance with State approved corrective action plan and schedules
- Notification to wholesale systems of a distribution coliform positive sample
- Documentation of compliance with consumer confidence report (CCR / Water Quality Report)
- 10-Year Retention Requirement
 - Monthly Operating Reports and supporting documentation
 - Results of chemical analyses
 - Sanitary surveys of the sewer system
 - CSI Reports (Customer Service Inspections)
 - Initial distribution system evaluation plan and supporting documents
 - Monitoring Plans
- 12-Year Retention Requirements
 - Records relating to lead and copper requirements
- Lifetime Retention Requirements
 - Approved EPP and copy of approval letter
 - All required operating and maintenance records for auxiliary power equipment

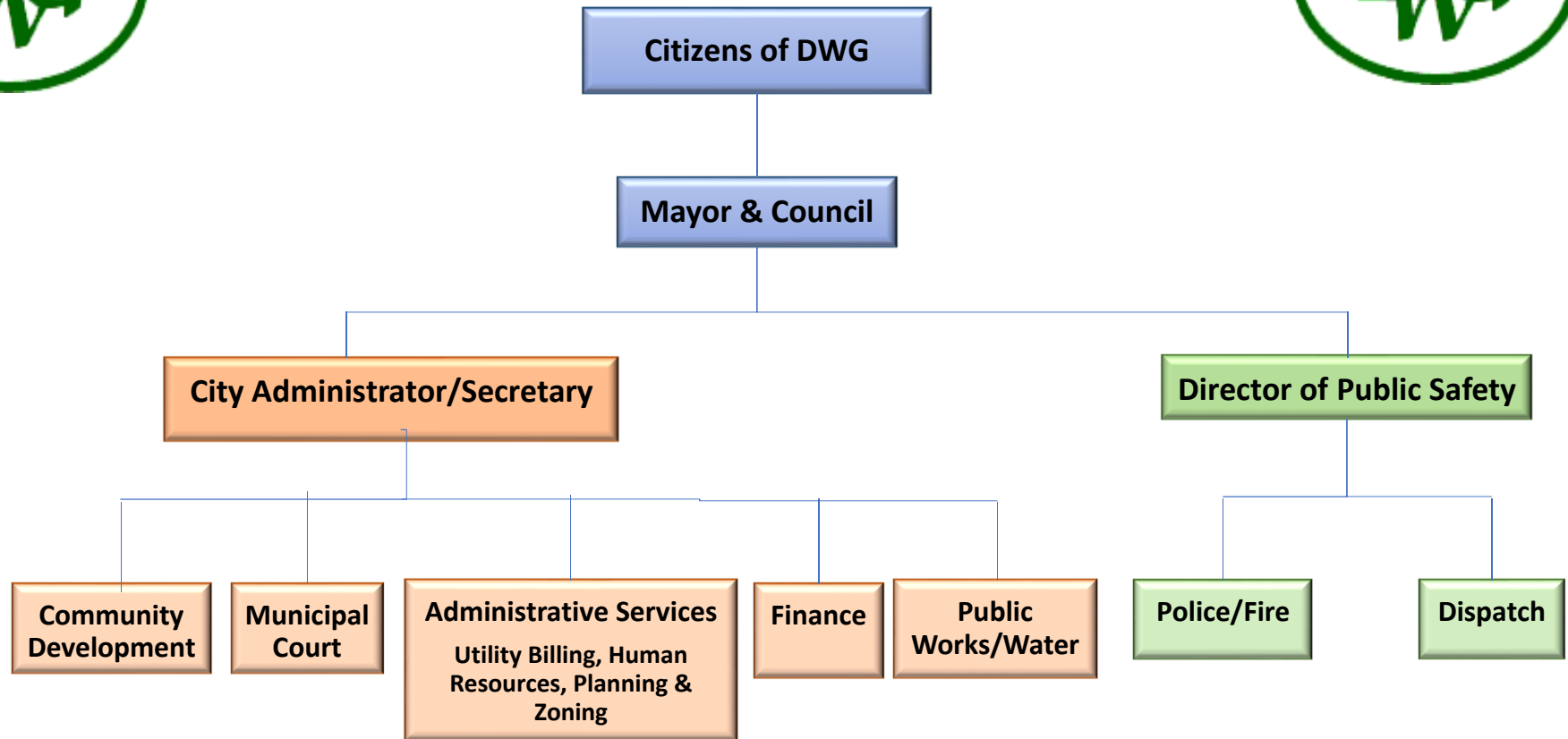
If requested, I would also be interested in:

- Capital Improvement Projects Plan Review from a PW and ROW management level; Only from a field and operator perspective; Not engineering
- Staff assistance; Guidance on issues that may need direction or in depth knowledge or even general networking for vendors/contractors
- Contract review – From a Staff and operator perspective to coordinate and ensure contracts and proposals are valid for the intended scope
- Attending City Council meetings as requested
- Attending Planning and Zoning meetings
- Attending Development meetings virtually
- Assist in budgetary planning for Public Works
- Assist in detailing line item needs and changes
- Openly available after hours for contact or potential emergency response and assistance
- SCADA monitoring, control, and adjustments
- Coordinating response to SCADA issues or troubleshooting needs
- Creating an overall Public Works Guidance, SOP, and Overview document unique to Dalworthington Gardens Public Works Department with intent to complete prior to January 1st, 2023.

It would be my intent to provide all of the above at the set rate of \$1,200.00 monthly, if the City deems it beneficial to do so.



City of DalwORTHINGTON Gardens



CHAPTER 9 PERSONNEL

ARTICLE 9.01 GENERAL PROVISIONS (Reserved)

ARTICLE 9.02 OFFICERS AND EMPLOYEES

Division 1. Generally

Sec. 9.02.001 Bonds

(a) The secretary and such other officers and employees of the city as may, as part of their duties, sign checks or otherwise handle funds of the city, shall post a bond in the sum of \$10,000.00 payable to the city and conditioned that they will well and faithfully perform the duties of their office of the city and that they will truly account to the city for all of its funds coming into their hands.

(b) Fees and premiums for bonds of said persons shall be paid by the city. (2005 Code, secs. 2.1.36, 2.1.37)

State law reference—Official bonds, V.T.C.A., Government Code, ch. 604.

Sec. 9.02.002 Authority to purchase

The mayor and city administrator have the authority to make purchases for budgeted goods and services costing five thousand dollars (\$5,000.00) or less without seeking prior approval of the city council. The mayor and city administrator have the authority to make purchases for goods and services necessary to alleviate an imminent threat to public health and safety costing ten thousand dollars (\$10,000.00) or less without seeking prior approval of the city council. In making any purchases, the mayor or city administrator shall act in a fiscally responsible manner. (Ordinance 17-08 adopted 4/20/17)

Secs. 9.02.003–9.02.030 Reserved

Division 2. City Administrator

Sec. 9.02.031 Appointment, term of office and removal

The administrator shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the city council. For the purposes of appointing or terminating the administrator, each alderman shall cast one vote. The administrator shall hold office for an indefinite term subject to removal at any time by a 2/3 vote of the city council. This section, however, shall not preclude the city council from establishing other employment terms and conditions not inconsistent with the provisions of this ordinance or the municipal code of the city.

Sec. 9.02.032 Functions and duties of the administrator

The administrator, subject to the limitations defined in resolutions and ordinances of the city and state statutes, shall be the chief administrative officer of the city, responsible to the city council and mayor for the proper administration of the business affairs of the city, pursuant to the statutes of the state, the ordinances of the city, and the resolutions and directives of the council, with power and duties as follows:

(1) General duties.

- (A) Carry out directives of the city council and mayor which require administrative implementation. Coordinate with the mayor regularly on the status of the implementation of such directives and, report promptly to the city council and mayor any difficulties encountered herein;
- (B) Be responsible for the administration of all day-to-day operations of the city government including the monitoring of all city ordinances, resolutions, council meeting minutes and state statutes;
- (C) Coordinate with the mayor and prepare a plan of administration, including an organization chart,

which defines authority and responsibility for all nonstatutory positions of the city; and submit it to the city council for adoption as the official organization and administrative procedure plan for the city;

- (D) Coordinate with the mayor and establish when necessary administrative procedures to increase the effectiveness and efficiency of city government according to current practices in local government, not inconsistent with subsection (C) above or directives of the mayor and city council; and submit such procedures to the city council for adoption;
- (E) Serve as ex-officio nonvoting member of all boards, commissions and committees of the city, except as specified by the city council or state statutes;
- (F) Keep informed concerning current federal, state, and county legislation and administrative rules affecting the city and submit appropriate reports and recommendations thereon to the council;
- (G) Maintain awareness concerning the availability of federal, state and county funds for local programs. Assist department heads and the city council in obtaining these funds under the direction of the mayor and city council;
- (H) Represent the city in matters involving legislative and intergovernmental affairs as authorized and directed as to that representation by the mayor and city council;
- (I) Act as a spokesperson for the city with the responsibility of assuring that the news media are kept informed about the operations of the city. The administrator shall get written approval from the mayor before any press releases are issued on behalf of the city;
- (J) Establish and maintain procedures to facilitate communications between citizens and city government to assure that complaints, grievances, recommendations and other matters receive prompt attention by the responsible official, and to assure that all such matters are expeditiously resolved;
- (K) Promote the economic well-being and growth of the city through public and private sector cooperation.

(2) Responsibilities to the city council.

- (A) Attend all meetings of the city council, assisting the mayor and the council as required in the performance of their duties;
- (B) In coordination with the mayor, the city council, and the city secretary, ensure that appropriate agendas are prepared for all meetings of the council, all council committees, and all other appropriate committees and commissions of the city, together with such supporting material as may be required; with nothing herein being construed as to give the administrator authority to limit or in any way prevent matters from being considered by the council, or any of its committees and commissions;
- (C) Assist in the preparation of ordinances and resolutions as requested by the mayor or aldermen, or as needed;
- (D) Keep the city council and mayor regularly informed about the activities of the administrator's office by oral or written report at regular and special meetings of the city council. Further, the administrator will timely notify the city council and mayor of any matters materially affecting the performance of his duties and the well-being of the city;
- (E) In the event that action normally requiring council approval is critical at a time when the council cannot meet, the administrator shall receive directives from the mayor.

(3) Personnel.

- (A) Be responsible for the administrative direction and coordination of all employees of the city according to the established organization procedures;
- (B) Recommend to the city council and mayor the appointment, promotion, and when necessary for the good of the city, the suspension or termination of department heads;
- (C) In consultation with the mayor and appropriate department head, be responsible for the

appointment, promotion, and when necessary for the good of the city, the suspension or termination of employees below the department head level;

- (D) Serve as personnel officer for the city with responsibilities to see that complete and current personnel records, including specific job descriptions, for all city employees are kept; evaluate in conjunction with department heads the performance of all employees on a regular basis; recommend salary and wage scales for city employees not covered by collective bargaining agreements; develop and enforce high standards of performance by city employees; assure that city employees have proper working conditions; work closely with department heads to promptly resolve personnel problems or grievances;
- (E) Work closely with department heads to assure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills and act as the approving authority for requests by employees to attend conferences, meetings, training schools, etc., provided that funds have been budgeted for these activities.

(4) Budgeting and purchasing.

- (A) Work with the mayor to prepare a draft annual city budget, in accordance with guidelines as may be provided by the city council and in coordination with department heads, and pursuant to state statutes, for review and approval by the city council;
- (B) Administer the budget as adopted by the city council;
- (C) Work closely with the city council and mayor to maintain a positive fiscal position and surplus. Further, the administrator will report regularly to the city council and mayor on the current fiscal position of the city;
- (D) Supervise the accounting system of the city and insure that the system employs methods in accordance with current professional accounting practices;
- (E) Serve as the purchasing agent for the city, supervising all purchasing and contracting for supplies and services, subject to the purchasing procedures established by the council and any limitation contained in the state statutes.
- (F) The administrator shall inform the mayor in advance of any periods of absence during regular working hours. The administrator shall obtain written approval for any days off for vacation or training in which the administrator would be unavailable.

(Ordinance 17-13 adopted 5/18/17)

Sec. 9.02.033 Compensation

The city administrator shall be compensated as provided by the city council. (2005 Code, sec. 2.1.22)

Secs. 9.02.034–9.02.060 Reserved

Division 3. City Secretary

Sec. 9.02.061 Appointment; term

(a) The city secretary shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the city council with advice from the mayor and city administrator. For the purposes of appointing or terminating the city secretary, each alderman shall cast one vote. The city secretary shall hold office for an indefinite term subject to removal at any time by a 2/3 vote of the city council. This section, however, shall not preclude the city council from establishing other employment terms and conditions not inconsistent with the provisions of this ordinance or the municipal code of the city.

(b) The city secretary shall:

1. Attend all meetings of the city council and keep accurate records of all actions taken by the council;
2. Maintain the official records and files of the city;

3. Keep and affix the seal of the corporation to documents as required by law or custom;
4. Attest contracts, assessment certificates and other legal instruments when executed by the authorized officers of the city;
5. Serve as the election official for all city elections; and
6. Perform such other duties as may be required of him or her by this ordinance, the city council, or state law. (Ordinance 17-13 adopted 5/18/17)

Sec. 9.02.062 Compensation

The compensation for the secretary shall be fixed by the city council as it may deem proper. (2005 Code, sec. 2.1.13)

Sec. 9.02.063 Term

The secretary shall hold office as such at and during the pleasure of the city council. (2005 Code, sec. 2.1.14)

Secs. 9.02.064–9.02.090 Reserved

Division 4. Public Works Director

Sec. 9.02.091 Appointment; compensation; term

The public works director shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the city council with advice from the mayor and city administrator. For the purposes of appointing or terminating the public works director, each alderman shall cast one vote. The public works director shall hold office for an indefinite term subject to removal at any time by a majority vote of the city council. This section, however, shall not preclude the city council from establishing other employment terms and conditions not inconsistent with the provisions of this ordinance or the municipal code of the city. The public works director shall not be considered a municipal officer under section 22.071, Texas Local Government Code.

Sec. 9.02.092 Duties

The duties of the public works director shall be in general the operating of the water and sewer system of the city, including the maintenance thereof, maintenance of city streets, grounds and facilities, maintenance of city parks, and such other duties as may be prescribed by the city council or the city administrator.

Secs. 9.02.093–9.02.100 Reserved

Division 5. Finance Director

Sec. 9.02.101 Appointment; compensation; term

The finance director shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the city council with advice from the mayor and city administrator. For the purposes of appointing or terminating the finance director, each alderman shall cast one vote. The finance director shall hold office for an indefinite term subject to removal at any time by a majority vote of the city council. This section, however, shall not preclude the city council from establishing other employment terms and conditions not inconsistent with the provisions of this ordinance or the municipal code of the city. The finance director shall not be considered a municipal officer under section 22.071, Texas Local Government Code.

Sec. 9.02.102 Duties

The duties of the finance director shall be, in general, the maintenance of city finances including accounts receivable, accounts payable, payroll, municipal court, customer service, purchasing, and such other duties as may be prescribed by the city council or the city administrator.

Secs. 9.02.103–9.02.110 Reserved

Division. 6. Human Resources Director

Sec. 9.02.111 Appointment; compensation; term

The human resources director shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the city council with advice from the mayor and city administrator. For the purposes of appointing or terminating the human resources director, each alderman shall cast one vote. The human resources director shall hold office for an indefinite term subject to removal at any time by a majority vote of the city council. This section, however, shall not preclude the council from establishing other employment terms and conditions not inconsistent with the provisions of this ordinance or the municipal code of the city. The human resources director shall not be considered a municipal officer under section 22.071, Texas Local Government Code.

Sec. 9.02.112 Duties

The human resources director shall be responsible for developing, maintaining and monitoring human resource programs and functions including employee benefits, employee relations, position classification, recruitment, training, personnel records management, and policy development. The human resources director shall have such other duties as may be prescribed by the city council or the city administrator.

Secs. 9.02.113–9.02.120 Reserved

Division. 7. Planning and Zoning Administrator

Sec. 9.02.121 Appointment; compensation; term

The planning and zoning administrator shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the city council with advice from the mayor and city administrator. For the purposes of appointing or terminating the planning and zoning administrator, each alderman shall cast one vote. The planning and zoning administrator shall hold office for an indefinite term subject to removal at any time by a majority vote of the city council. This section, however, shall not preclude the council from establishing other employment terms and conditions not inconsistent with the provisions of this ordinance or the municipal code of the city. The planning and zoning administrator shall not be considered a municipal officer under section 22.071, Texas Local Government Code.

Sec. 9.02.122 Duties

The planning and zoning administrator shall be responsible for providing development related services including zoning, platting, land use, building permits, sign permits, inspections and code enforcement. The planning and zoning administrator shall have such other duties as may be prescribed by the city council or the city administrator.

(Ordinance 17-13 adopted 5/18/17)

ARTICLE 9.03 TEXAS MUNICIPAL RETIREMENT SYSTEM

Sec. 9.03.001 On file

The specific ordinances providing for participation in the Texas Municipal Retirement System, as adopted by the city in accordance with V.T.C.A., Government Code, chapter 851 et seq., are not included in this article, but they are hereby specifically saved from repeal and shall be maintained on file in the office of the city secretary. (Ordinance adopting Code)

ARTICLE 9.04 POLICE

Division 1. Generally

Secs. 9.04.001–9.04.030 Reserved

Division 2. Police Department

Sec. 9.04.031 Appointment; term

The director of public safety shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the city council with advice from the mayor and city administrator. For the purposes of appointing or terminating the director of public safety, each alderman shall cast one vote. The director of public safety shall hold office for an indefinite term subject to removal at any time by a 2/3 vote of the city council. This section, however, shall not preclude the council from establishing other employment terms and conditions not inconsistent with the provisions of this ordinance or the municipal code of the city. (Ordinance 17-13 adopted 5/18/17)

Sec. 9.04.032 Composition

The police department of the city shall consist of the director of public safety, and such members of the police department, either regular or reserve, as the council shall from time to time determine. (2005 Code, sec. 2.3.02)

Sec. 9.04.033 Qualifications of police officers; oath

All police officers shall possess the qualifications therefor prescribed by state law. Upon the appointment of any policeman by the city council, the mayor shall issue to him a commission as such policeman, and upon the receipt of such commission the person so appointed shall, before entering upon the duties of his office, take and subscribe to the oath of office prescribed therefor by the constitution and laws of the state. (2005 Code, sec. 2.3.03)

Sec. 9.04.034 General duties

It shall be the duty of the police to keep a faithful watch in the area assigned them and to arrest, and detain without warrant, all offenders against the public peace, and all persons who may obstruct, hinder or endanger them, or either of them, in the discharge of their duty, or who shall be guilty of disorderly conduct or engage in riot, unlawful assembly, outcries, noises or other disturbances or other violations of state law or city ordinance. (2005 Code, sec. 2.3.04)

Sec. 9.04.035 Compensation of police officers and director of public safety

The director of public safety and officers of the department shall receive such compensation and expenses as may be authorized by the city council. (2005 Code, sec. 2.3.08)

Sec. 9.04.036 Duties of director of public safety

(a) The director of public safety shall be the city marshal and see that the law and ordinances are enforced as far as possible by those under his command, and shall see that police officers are on duty during the whole time of their watch. The director of public safety shall inform the mayor in advance of any periods of absence during working hours. The public safety director shall obtain written approval from the mayor for any days off for vacation or training which would make the director of public safety unavailable. The director of public safety shall from time-to-time, and as often as may be required by the city administrator or the mayor, make a report in writing of the activities of the police department. The director of public safety shall work with the city administrator regarding the following: (1) to form a draft budget for the department of public safety; (2) to prepare reports and agendas for city council meetings; (3) purchasing and contracting for supplies and services; (4) issues related to human resources; and (5) any other matter needing administrative direction. The director of public safety will be responsible to the city council and mayor for the department's operations and the efficient and effective utilization of the department's financial and human resources. The director of public safety will inform the mayor and council in a timely manner of all matters affecting the performance of the department of public safety and the well-being of the city.

(b) The director of public safety shall get written approval from the mayor before any press releases are issued on behalf of the department of public safety. In the event that action normally requiring council

approval is necessary at a time when the council cannot meet, the director of public safety shall receive directives from the mayor.

(Ordinance 17-13 adopted 5/18/17)

Sec. 9.04.037 Direction by council; duty to enforce ordinances and report violations

The chief of police and all policemen shall obey the orders of the mayor or of the council and shall to the best of their ability preserve order, quiet and peace throughout the city, and enforce all ordinances of the city. Every policeman shall report to the director of public safety all known violations of state law or city ordinances, in order that a proper complaint can be made and evidence procured for the prosecution of the offender. (2005 Code, sec. 2.3.10)

Sec. 9.04.038 Members must be prepared to act

All members of the force must be prepared to act whenever their services are demanded by a superior officer, or in view of a violation of an ordinance or law at all times. (2005 Code, sec. 2.3.11)

Sec. 9.04.039 Prohibited conduct

(a) Policemen to be courteous. Members of the department shall be civil and respectful to the public and shall not while on duty make use of violent or intemperate language.

(b) Collecting money from arrested person before conviction. It shall be unlawful for the director of public safety or any policeman of the city to receive or accept money from any person arrested by such officer for any offense against or violation of any of the ordinances of the city for the purpose of payment of a fine or fines that may hereafter be imposed against such persons for said offense or violation, and none of said officers shall receive or accept any money from such person so arraigned for such purpose until a complaint has been made and filed and such person has been regularly convicted of such offense or violation in the municipal court.

(c) Violations. Any person who shall violate any provision of this section may be removed from office by the city council. (2005 Code, secs. 2.3.14–2.3.16)

Secs. 9.04.040–9.04.080 Reserved

Division 3. Police Reserve

Sec. 9.04.081 Established

There is hereby established the police reserve of the police department, which shall be a voluntary force of reserve policemen, hereafter referred to as the “police reserve unit.” (2005 Code, sec. 2.3.20)

Sec. 9.04.082 Supervision

The police reserve shall function under the general direction and control of the director of public safety, subject to such rules, regulations, and orders as may be promulgated from time to time by the director of public safety in accordance with the authority vested in the director of public safety by the city council or the ordinances of the city. (2005 Code, sec. 2.3.21)

Sec. 9.04.083 Composition

The police reserve shall be an auxiliary police force composed of volunteers. The director of public safety shall establish the size, composition, and organization of the police reserve unit. (2005 Code, sec. 2.3.22)

Sec. 9.04.084 Training of applicants

Prior to performing any duties as a reserve police officer, each police reserve applicant shall receive training in accordance with the requirements of the state commission on law enforcement officer standards and education and shall apply for certification by said commission as a reserve police officer. The names of reserve police applicants who have received certification from the state commission on law enforcement officer standards and education shall be submitted to the city council by resolution. Upon approval by the city council, a reserve police officer commission may be issued to each approved police reserve applicant. The council acknowledges and approves, for the purpose of the issuance of a reserve police officer

commission, all reserve police officers who, as of the date of the enactment of this division, are members of the reserve police unit of the city and who have been certified by the state commission on law enforcement officer standards and education and approved by the director of public safety. (2005 Code, sec. 2.3.23)

State law reference—Commission on law enforcement officer standards and education, V.T.C.A., Occupations Code, ch. 1701.

Sec. 9.04.085 Call to active service

Members of the police reserve shall serve at the discretion of the director of public safety and may be called into active service at any time the director of public safety considers it necessary to have additional police officers to preserve the peace and enforce the law. (2005 Code, sec. 2.3.24)

Sec. 9.04.086 Carrying weapons

No person appointed to the police reserve may carry a weapon while serving as a reserve police officer except pursuant to operating procedures established by the director of public safety. (2005 Code, sec. 2.3.25)

Sec. 9.04.087 Reserve officers to serve in supplementary capacity

Reserve police officers of the police reserve unit shall act only in a supplementary capacity to the regular police force and shall not assume the full-time duties of regular police officers without first complying with all requirements for such regular police officers. (2005 Code, sec. 2.3.26)

Sec. 9.04.088 Uniforms

The director of public safety may provide uniforms and equipment for the reserve unit from existing supplies, and may cause to be purchased special items of identification as necessary. (2005 Code, sec. 2.3.27)

Sec. 9.04.089 Compensation of reserve officers

No reserve police officer appointed pursuant to this division shall be entitled to compensation for service, except as authorized by the city council. (2005 Code, sec. 2.3.28)

State law reference—Compensation of police reserve in type A general-law municipality, V.T.C.A., Local Government Code, sec. 141.007.

Sec. 9.04.090 Status as peace officers

Reserve officers of the police reserve shall serve as peace officers during the actual discharge of official duties, subject at all times to the direction, control, and supervisory authority of the director of public safety. (2005 Code, sec. 2.3.29)

CHAPTER 7

MUNICIPAL COURT

ARTICLE 7.02 OFFICERS

Sec. 7.02.001 Office of judge established

The municipal court shall be presided over by a municipal judge, who shall be responsible to the city council for the conduct of the court in a dignified manner and in accordance with the laws of the state and the ordinances of the city. (2005 Code, sec. 2.2.02)

State law reference—Judge, generally, V.T.C.A., Government Code, sec. 30.00006.

Sec. 7.02.002 Appointment, qualifications and removal of judge

The municipal judge shall be appointed by the city council for a term of two (2) years. The judge shall be an attorney possessing all of the qualifications of a municipal judge prescribed in subchapter JJ, chapter 30 of the Texas Government Code, who has complied with the provisions of the State Bar Act, is duly qualified and licensed to practice law in this state, and is a member of the State Bar in good standing. The judge of the municipal court shall be appointed for a term corresponding to the term of office of the mayor; provided that he may be removed from office at any time by a vote of a majority of the members of the city council for inefficiency, neglect of duty or malfeasance in office. (2005 Code, sec. 2.2.03)

Sec. 7.02.003 Alternate judge

The city council may appoint one or more alternate judges to be available to serve in the event of the temporary absence of the municipal judge due to illness, family death, continuing legal or judicial education programs or any other reason. An alternate judge shall possess all of the qualifications of a municipal judge and, while serving as judge, shall have all of the powers and discharge all of the duties of the municipal judge. (2005 Code, sec. 2.2.04)

State law reference—Appointment of substitute judge, V.T.C.A., Government Code, sec. 30.00008.

Sec. 7.02.004 Court administrator

The city council shall appoint a court administrator by a majority vote of the city council with advice from the mayor and city administrator. The court administrator shall serve as the clerk of the municipal court shall hold office for an indefinite term subject to removal at any time by a majority vote of the city council. In addition, the city council may from time to time authorize such other court deputy or ex-officio clerks as may be necessary to properly perform the court administrator's duties. The court administrator shall hold office for an indefinite term subject to removal at any time by a majority vote of the city council. The court administrator shall perform such duties as are authorized and required by state law and ordinances of the city. The court administrator shall keep the records of the municipal court of record, issue process, and perform the duties described in section 30.00009, Texas Government Code. All powers and duties imposed herein upon the court administrator may be exercised and performed by any court clerk under the direction of the court administrator. The court administrator shall not be considered a municipal officer under section 22.071, Texas Local Government Code. During proceedings of the court, the court administrator and other court personnel shall serve at the direction of the municipal judge. At all other times, they shall serve at the direction and supervision of the city administrator and the city council shall consider the city administrator's recommendations to the city council regarding the appointment, compensation, and term of the court administrator. (Ordinance 17-13, sec. 11, adopted 5/18/17)

State law reference—Appointment of clerk and other personnel, V.T.C.A., Government Code, sec. 30.00009.

Sec. 7.02.005 Warrant officers

The chief of police shall provide the court with policemen, one or more to be warrant officers of the municipal court. Warrant officers shall serve and execute warrants of arrest, subpoenas and other legal process duly issued, and shall perform such additional duties as may be specifically assigned by the court. Such officers shall also be subject to call to perform their basic police duties when the chief of police deems their service is needed. The performance of duties and conduct of such officers shall conform to that required of all other police officers of the city. Nothing herein shall prevent or in any wise inhibit any police officer of the city from serving or executing any legal process upon lawful direction to him so to do. (2005 Code, sec. 2.2.06)

Sec. 7.02.006 Court reporter

There shall be a court reporter meeting the requirements of section 30.01376, chapter 30 of the Texas Government Code; provided that, in lieu of a court reporter present at trial, proceedings in the municipal court

of record shall be recorded by a good quality electronic recording device in accordance with section 30.01376, chapter 30 of the Texas Government Code. (2005 Code, sec. 2.2.07)

State law reference—Court reporter and recording devices, V.T.C.A., Government Code, sec. 30.00010.