

**MINUTES  
TOWN OF COPPER CANYON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, SEPTEMBER 11, 2023  
7:00 P.M.**

The Town Council of the Town of Copper Canyon met in regular session on Monday, September 11, 2023, at 7:00 p.m. in the Council Chambers at Copper Canyon Town Hall, 400 Woodland Drive, Copper Canyon, Texas, whereupon the following items were considered:

**I. CALL TO ORDER**

**Mayor Robertson** called the regular meeting of the Copper Canyon Town Council to order at 7:00 on the 11<sup>th</sup> day of September 2023.

**Council Present**

Steve Hill	Mayor Pro Tem
Rudy Castillo	Deputy Mayor Pro Tem
Dale Andrews	Council Member
Larry Johnson	Council Member
Chase Lybbert	Council Member

**Staff Present**

Troy Meyer	Town Administrator
Donna Welsh	Former Town Administrator
Sheila Morales	Town Secretary
Chris Hartke	Town Engineer

A quorum of the Town Council was established.

**Mayor Robertson** and **Council Members** led meeting attendees in the Pledge of Allegiance to the U.S. and Texas Flags.

**Mayor Robertson** led the meeting attendees in a moment of silence in remembrance of the victims of the September 11, 2001, terrorist attacks.

**II. PUBLIC INPUT**

Citizens can make comments to the Town Council during this section of the meeting agenda. We ask citizens who wish to speak on agenda items to sign in on the sheet provided on the table at the back of the Council Chambers. There is a 3-minute time limit for each

speaker. Pursuant to State Open Meetings law, the Town Council cannot discuss or take action on items not posted on the agenda. Therefore, the Council cannot take action on or discuss any issues or items brought up during public input.

**Ted Stranczek** (1020 N Berry Trail Court) stated comments and asked questions about Copper Canyon's proposed police department.

**Kaki Lybbert Foster** (484 Copper Canyon Rd) spoke about the proposed Texas propositions which will appear on the November 7, 2023, ballot. She also distributed a sheet summarizing the propositions.

### **III. STAFF, MAYOR, AND COUNCIL REPORTS ON ITEMS OF**

**COMMUNITY INTEREST** (Pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules, (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety. No deliberations and actions will be taken.

No items were raised.

### **IV. PUBLIC HEARING**

Public Hearing – The Town Council will conduct a Public Hearing on the Proposed Operating and Capital Improvement Budget for Fiscal Year 2023-2024.

**Mayor Robertson** opened the public hearing at 7:04 p.m.

**Ted Stranczek** (1020 N Berry Trail Court) asked several questions regarding the Proposed Operating and Capital Improvement Budget for Fiscal Year 2023-2024. **Mayor Robertson, Former Town Administrator Welsh and Mayor Pro Tem Hill** responded with answers to the questions.

**Jeff Mayer** (1020 Valley Wood Court) asked a few questions and **Mayor Robertson and Former Town Administrator Welsh** responded with answers to the questions.

**Mayor Robertson** closed the public hearing at 7:28 p.m.

### **V. STAFF UPDATE**

**Police Department Addition**

- Police Department Building
- Police Department Hiring

#### **Administration**

- Water and Sewer Rate Reviews & Meetings
- Current Developments: Williams Ranch, Pilot Knoll Estates
- Community Involvement
- Crime Prevention Luncheon

#### **Development**

- Williams Ranch
- Pilot Knoll Estates
- Vickery

#### **Permitting**

- New Homes
- Other Permits
- Plan Reviews
- Contractor Registrations

#### **Engineering**

- Stormwater (MS-4)
- Subdivision Construction – Permit, Drainage and Site Reviews (Vickery, Copper Creek, Boots Ranch)
- Subdivision Construction – Observation and Final Plat Reviews (Williams Ranch)
- Miscellaneous (Town Hall Parking Lot, Town ROW, Sewer Coordination)

#### **Fire Department**

- ESD No. 2 November 2023 Ballot
- Balanced Budget for FY 2022-2023
- CPR Class: Fire Station 511, September 16, 2023
- Burn Ban in effect.

No questions were raised.

**Chief Vaughn** gave an update.

## **VI. CONSENT**

Items on the Consent Agenda are routine and administrative in nature. As such, these items are considered for approval by a single motion and vote generally without discussion. Council Members can remove an item or items from the agenda, so it can be considered separately and/or add action or discussion agenda posted as part of the Consent Agenda.

1. Approve August 14, 2023, Minutes of Council Meeting

**Mayor Pro Tem Hill** made a motion to approve Consent Item #1 as presented.

**Council Member Lybbert** seconded the motion.

Ayes: Mayor Pro Tem Hill, Deputy Mayor Pro Tem Castillo and Council Members Andrews, Johnson and Lybbert.

Nays: None

**Mayor Robertson** announced that the motion passed unanimously.

## **VII. ACTION & DISCUSSION ITEMS**

1. Discuss, consider, and take action regarding the recommendation from the Planning and Zoning Commission to approve the Concept Plan for Pilot Knoll Estates, being a 20.018-acre tract of land situated in the C. Cooksey Survey, Abstract Number 270, Denton County, Texas, being a portion of that tract of land described to Pilot Knoll Farms LTD. (The address of the property is 1700 Bishop Lane, Copper Canyon, Texas.)

**Daniel Lozana** (Pegasso Developments) explained the Concept Plan for Pilot Knoll Estates.

**Council Members** asked various questions and expressed various concerns. **Daniel Lozana** and **Celimar Bracho** answered the questions.

**Mayor Pro Tem Hill** made a motion to approve the Concept Plan for Pilot Knoll Estates, being a 20.018-acre tract of land situated in the C. Cooksey Survey, Abstract Number 270, Denton County, Texas, being a portion of that tract of land described to Pilot Knoll Farms LTD as stated.

**Council Member Lybbert** seconded the motion.

Ayes: Mayor Pro Tem Hill, Deputy Mayor Pro Tem Castillo and Council Members Andrews, Johnson and Lybbert.

Nays: None

**Mayor Robertson** announced that the motion passed unanimously.

## **VIII. REPORT – COPPER CANYON POLICE DEPARTMENT**

(**Mayor Robertson** stated at the beginning of the meeting that the backup for this Police Department Update agenda item was a draft version and therefore had various typographical errors.)

**Mayor Robertson** discussed the Town's responsibilities to the residents and explained the Town's history relating to public safety. He addressed various residents' concerns relating to the proposed police department.

**Mayor Pro Tem Hill** explained the financial aspect behind the Town's public service needs in the past, as well as in the Town's future.

**Deputy Mayor Pro Tem Castillo** explained the history of his experience working as the Council Liaison for Public Safety since being on Council.

**Town Administrator Meyer** updated the Council and meeting attendees regarding the status of the new police building.

**Nick Owens** (1001 Valley Wood Court) asked questions of the Council regarding the proposed police department and gave suggestions for the planning process.

**Jeff Mayer** (1020 Valley Wood Court) expressed various concerns regarding the proposed police department.

**Council Member Johnson** spoke in favor of the proposed police department.

**Deputy Mayor Pro Tem Castillo** asked that the backup for this Police Department Update agenda item be corrected.

**Council Member Andrews** spoke in favor of the proposed police department.

## **IX. DISCUSSION OF FUTURE AGENDA ITEMS** (A Councilmember may request that an item be placed on a subsequent agenda for consideration. Any deliberation shall be limited to the proposal to place the subject on a subsequent agenda.)

**Town Administrator Meyer** mentioned that the Town is accepting applications for serving on the Planning and Zoning Commission or Board of Adjustment until October 6, 2023. The application can be found on the Town's website.

## **X. ADJOURN**

**Mayor Pro Tem Hill** made a motion to adjourn.

**Council Member Andrews** seconded the motion.

Ayes: Mayor Pro Tem Hill, Deputy Mayor Pro Tem Castillo and Council Members Andrews, Johnson and Lybbert.

Nays: None

Meeting adjourned at 8:53 p.m.

**APPROVED BY THE TOWN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_**

\_\_\_\_\_  
Ron Robertson, Mayor  
Town of Copper Canyon

\_\_\_\_\_  
Sheila B. Morales, TRMC – Town Secretary  
Town of Copper Canyon



**TOWN OF COPPER CANYON**  
 OPERATING BUDGET STATUS REPORT  
 2022-2023 US Dollars

Flag: +/- 20%

FY Budget	Actuals												YTD Total	Remaining Budget	% of Budget	Variance To Plan	Relative Plan Variance
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep					
5,000	110	55	300	1,092	1,092	1,090	300	2,229	1,107	1,126	1,126	475	2,029	2,971	40.6%	(2,554)	-55.7%
4,000	1,124	600	1,092	2,184	600	1,090	300	2,229	1,107	1,126	1,126	475	3,000	1,000	75.0%	(667)	-18.2%
20,000	2,198	1,092	1,092	2,184	2,184	1,090	300	2,229	1,107	1,126	1,126	475	12,170	7,830	60.8%	(6,163)	-33.6%
2,400	1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,555	4,665	(98)	104.1%	298	13.5%
6,418	2,361	1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,555	4,665	1,753	72.7%	(1,218)	-20.7%
3,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	5,500	1,139	87.5%	(647)	-26.4%
9,000	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	3,500	3,500	61.1%	(2,944)	-7.1%
8,000	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	4,400	3,600	55.0%	(4,052)	-61.6%
<b>O&amp;M EXPENDITURES</b>	<b>14,120</b>	<b>18,123</b>	<b>6,592</b>	<b>13,205</b>	<b>6,673</b>	<b>10,864</b>	<b>5,283</b>	<b>6,346</b>	<b>25,774</b>	<b>19,442</b>	<b>19,442</b>	<b>19,442</b>	<b>145,746</b>	<b>363,548</b>	<b>28.6%</b>	<b>(131,107)</b>	<b>-68.0%</b>
100-10-5401 Office Supplies	43	43	(123)	(127)	350	351	65	282	204	503	204	503	2,189	3,411	39.1%	(2,944)	-57.6%
100-10-5403 Town Hall Maint & Supplies	528	702	443	659	451	872	155	1,255	1,286	698	698	1,126	7,407	5,093	59.3%	(4,052)	-35.4%
100-10-5405 Utilities Water	116	123	74	49	46	134	66	124	131	131	131	131	916	1,184	43.6%	(1,009)	-52.4%
100-10-5406 Utilities Electric	706	615	708	857	786	625	582	582	714	552	552	552	7,391	209	97.2%	424	6.1%
100-10-5407 Telecommunications	428	423	423	375	440	417	226	327	415	415	415	415	4,120	2,390	63.4%	(1,838)	-30.9%
100-10-5410 Insurance	9,341	849	849	16	330	317	19	17	199	138	138	138	3,722	5,178	41.8%	(4,436)	-54.4%
100-10-5411 Dues, Pub & Subscriptions	1,732	609	345	233	331	239	233	233	333	333	333	333	3,360	2,710	20.3%	(2,427)	-77.9%
100-10-5412 Office Machines Copier/Scanner	355	253	331	233	113	241	40	40	690	690	690	690	10,000	10,000	0.0%	(9,167)	-91.7%
100-10-5413 Legal Notices	67	45	45	745	2,022	100	82	150	1,779	1,419	1,419	1,419	2,767	1,000	0.0%	(1,567)	-151.5%
100-10-5415 Certification (Online & Hard Copies)	1,200	1,000	1,000	745	2,022	100	82	150	1,779	1,419	1,419	1,419	2,767	1,000	0.0%	(1,567)	-151.5%
100-10-5416 Equestrian Trail Expenses	900	900	900	900	900	900	900	900	900	900	900	900	900	900	100.0%	0	0.0%
100-10-5418 Postage	9,000	100	2,168	84	472	282	82	150	1,779	1,419	1,419	1,419	6,302	2,698	70.0%	(1,948)	-33.5%
100-10-5419 Volunteer/Town Holiday/Events	9,000	100	2,168	84	472	282	82	150	1,779	1,419	1,419	1,419	6,302	2,698	70.0%	(1,948)	-33.5%
100-10-5420 Update Town Map	9,000	100	2,168	84	472	282	82	150	1,779	1,419	1,419	1,419	6,302	2,698	70.0%	(1,948)	-33.5%
100-10-5421 Misc Expenses	9,000	100	2,168	84	472	282	82	150	1,779	1,419	1,419	1,419	6,302	2,698	70.0%	(1,948)	-33.5%
100-10-5422 Code Enforcement	3,000	200	200	200	200	200	200	200	200	200	200	200	1,650	1,350	55.0%	(1,100)	-40.0%
100-10-5423 COVID 19 Expenses	369,944	1,024	1,024	662	875	2,550	200	200	200	200	200	200	44,199	325,745	11.9%	(437)	-59.7%
100-10-5425 Neighborhood Watch	800	800	800	800	800	800	800	800	800	800	800	800	800	800	100.0%	0	0.0%
100-10-5428 Town Clean-up Day	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	100.0%	0	0.0%
100-10-6001 Office Furniture & Equipment	2,500	704	(368)	7,000	7,000	4,370	950	1,200	1,148	266	266	266	2,800	1,250	86.4%	(483)	-5.7%
100-10-6003 Computer Software	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	100.0%	0	0.0%
100-10-6004 Civic Plus Website	2,350	3,863	3,863	2,205	167	4,370	1,575	2,041	1,148	3,785	3,785	3,785	13,593	6,407	68.0%	(4,740)	-25.9%
100-10-6005 Computer Hardware	18,000	11,880	11,880	167	167	4,370	1,575	2,041	1,148	3,785	3,785	3,785	20,895	(2,995)	116.6%	4,495	27.2%
100-20-5503 Child Safety Fees	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	139	92.3%	0	0.0%
<b>TAX NOTES 2019 &amp; 2020 EXPENDITURES</b>	<b>222,689</b>	<b>140,000</b>	<b>140,000</b>	<b>219,693</b>	<b>140,000</b>	<b>140,000</b>	<b>140,000</b>	<b>140,000</b>	<b>219,693</b>	<b>140,000</b>	<b>140,000</b>	<b>140,000</b>	<b>222,689</b>	<b>(0)</b>	<b>100.0%</b>	<b>0</b>	<b>0.0%</b>
100-10-7125 2019 Tax Note Principal	140,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000	100.0%	0	0.0%
100-10-7126 2019 Tax Note Interest	3,956	3,956	3,956	3,956	3,956	3,956	3,956	3,956	3,956	3,956	3,956	3,956	3,956	3,956	100.0%	0	0.0%
100-10-7127 2020 Tax Note Principal	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	100.0%	0	0.0%
100-10-7128 2020 Tax Note Interest	3,733	3,733	3,733	3,733	3,733	3,733	3,733	3,733	3,733	3,733	3,733	3,733	3,733	3,733	100.0%	0	0.0%
<b>LAW ENFORCEMENT EXPENDITURES</b>	<b>240,000</b>	<b>18,387</b>	<b>9,802</b>	<b>9,802</b>	<b>9,802</b>	<b>9,802</b>	<b>9,802</b>	<b>9,802</b>	<b>9,802</b>	<b>9,802</b>	<b>9,802</b>	<b>9,802</b>	<b>108,605</b>	<b>133,395</b>	<b>44.4%</b>	<b>(113,395)</b>	<b>-51.5%</b>
100-30-5201 Law Enforcement	240,000	18,387	9,802	9,802	9,802	9,802	9,802	9,802	9,802	9,802	9,802	9,802	108,605	133,395	44.4%	(113,395)	-51.5%
<b>ROADS &amp; DRAINAGE EXPENDITURES</b>	<b>65,000</b>	<b>2,500</b>	<b>2,500</b>	<b>4,247</b>	<b>4,247</b>	<b>4,357</b>	<b>3,817</b>	<b>4,625</b>	<b>4,982</b>	<b>3,493</b>	<b>2,917</b>	<b>2,917</b>	<b>48,274</b>	<b>18,726</b>	<b>71.2%</b>	<b>(13,310)</b>	<b>-1.0%</b>
100-30-5301 Road Maint/Signs/Tree Trimming	10,000	107	111	4,247	4,247	4,357	3,817	4,625	4,982	3,493	2,917	2,917	8,761	3,239	67.6%	(2,405)	-26.2%
100-30-5303 Mowing Right-of-Way	40,000	2,500	2,500	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	29,169	10,631	78.9%	(7,498)	-20.0%
100-30-5305 Engineering - Minor Road Maint	7,000	394	394	1,144	1,144	1,440	900	1,708	1,845	1,845	1,845	1,845	7,427	427	106.1%	1,010	15.7%
100-30-5307 Storm Water Reviews	8,000	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	5,063	5,063	36.3%	(4,416)	-60.2%
100-30-5310 MS-4 Permit Update	8,000	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	5,063	5,063	36.3%	(4,416)	-60.2%
<b>Total Expense</b>	<b>1,653,360</b>	<b>83,760</b>	<b>81,200</b>	<b>77,860</b>	<b>281,430</b>	<b>88,324</b>	<b>61,151</b>	<b>70,985</b>	<b>128,153</b>	<b>82,207</b>	<b>151,360</b>	<b>151,360</b>	<b>1,196,642</b>	<b>456,738</b>	<b>72.4%</b>	<b>(337,514)</b>	<b>-21.3%</b>
<b>REVENUE MINUS EXPENSES CARRYOVER ROAD FUND</b>	<b>213,529</b>	<b>55,575</b>	<b>10,721</b>	<b>244,776</b>	<b>346,912</b>	<b>(32,993)</b>	<b>2,471</b>	<b>5,546</b>	<b>190,778</b>	<b>(20,294)</b>	<b>137,914</b>	<b>(15,921)</b>	<b>925,485</b>	<b>(711,956)</b>		<b>(739)</b>	



**JOINT, INTER-LOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT PATROL SERVICES BETWEEN  
DENTON COUNTY AND THE TOWN OF COPPER CANYON, TEXAS**

This Joint Inter-Local Cooperation Agreement for Law Enforcement Patrol Services, hereinafter referred to as "Agreement," is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County," and the Town of Copper Canyon, Texas, a municipal corporation, hereinafter referred to as the "Town".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Denton County Sheriff's Office, hereinafter referred to as the "Sheriff's Office", is a duly organized agency of Denton County engaged in the providing of law enforcement and related services for the benefit of citizens of Denton County, Texas; and

WHEREAS, the Town is a duly organized municipal corporation of the State of Texas within the boundaries of Denton County engaged in the provision of Town government and related services for the benefit of the citizens of the Town, and

WHEREAS, the County and the Town desire to improve the efficiency and effectiveness of local governments by contracting for services of Patrol and other law enforcement services as specified elsewhere herein; and

WHEREAS, the County and the Town mutually desire to be subject to the provisions of the Inter-Local Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Town, for the mutual consideration hereinafter stated, agree and understand as follows:

**1. PURPOSE**

1.1 The purpose of this Inter-Local Agreement is for the County, through the Denton County Sheriff's Office, to provide the Town with dedicated law enforcement patrol services. The Town agrees to fully fund and reimburse the County for all expenditures necessary to implement and maintain the law enforcement patrol services as provided for in Texas Local Government Code Section 362.003(c) and as stated in this Agreement.

**2. TERMS OF SERVICE AND FINANCIAL PROVISIONS**

2.1 The term of this Agreement is for one year, commencing on October 1, 2023, continuing through September 30, 2024, at which time the Agreement will expire.

2.2 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide law enforcement patrol services, the Town shall reimburse and compensate the county for patrol services at the rate set by the Denton County Commissioners Court for the next fiscal year.

### **3. CONTRACT FUNDING AMOUNT**

3.1 In consideration for the services provided by the County, the Town agrees to fully fund and reimburse the County for **all** expenditures necessary including worker's compensation, disability, and FML to implement and maintain the law enforcement patrol services as stated in the agreement and set forth in Texas Local Government Code §362.003(c) and in the Denton County Budget Impact Statement, *Exhibit A*.

### **4. BILLING**

4.1 The Denton County Auditor's Office will invoice the Town on a monthly basis for services provided by the Sheriff's Office and for reimbursement for any cost charged by a third party for all necessary forensic analysis performed on controlled substances, toxicology, DNA evidence, and biological specimens to detect the presence of alcohol.

4.2 **PAYMENT DUE DATE**: The amount indicated above shall be due from the Town's current revenues on or before the 10th day of the month for each month of the term of this agreement.

4.3 **CHANGE OF ADDRESS**: The Town is responsible to notify the Denton County Auditor's Office if a change of billing address should become necessary.

4.4 **SUSPENSION OF SERVICES**: The Denton County Auditor's Office will notify the Sheriff's Office if the Town should become delinquent in payment of the contracted funding. The Sheriff's Office Liaison Officer will be responsible for notifying the Town Liaison Contact to discuss such non-payment. If it becomes necessary for the County to suspend services to the Town for non-payment, the County Liaison Officer will identify a date on which the services will be suspended and will notify the Town Liaison Officer by telephone and in writing (to the Notice addresses provided in this Agreement) of the date service will be suspended.

- (a) If the Town fails to make payment to County within thirty (30) days after the date of billing for a monthly invoiced amount, the County, as its discretion, may suspend service until payment is received or may terminate Agreement by giving proper notice.
- (b) If service by County to the Town has been suspended for non-payment and the Town subsequently becomes current on payments owed to County under this Agreement, it is the responsibility of the Town to contact the County Liaison Officer to confirm receipt of payment and that services are reactivated. The Town will not receive credit for time which service is suspended for non-payment.

4.5 **REDUCTION IN PATROL SERVICES**: If any position remains unstaffed during the term of the Agreement solely due to circumstances set out in section 6.10 below, the Town will not be billed for or required to pay for the unstaffed Patrol Unit. Any payment will be pro-rated and the Town billed for only those services provided while the position is staffed according to the terms of this Agreement.

## 5. TERMINATION OF AGREEMENT

5.1 Written notice is required for any party desiring to terminate this Agreement. The Agreement may be terminated at any time, by either party giving thirty (30) days written notice to the other party to the identified Notice Addresses provided in this Agreement. The notice must be made by U.S. Postal Service, Certified Mail, and Return Receipt Requested. The County shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

## 6. SCOPE OF SERVICES, PERSONNEL, AND EQUIPMENT

6.1 **SCOPE OF SERVICES**: The Sheriff's Office will administer the workload of each Patrol Unit. The County, through the Sheriff's Office, will provide law enforcement patrol services to the Town, rendering such services in the same manner, and with the same equipment as is customarily provided by the Sheriff's Office in unincorporated Denton County. The Sheriff's Office may provide a substitute Patrol Unit at their discretion.

6.2 **ADMINISTRATION OF SERVICES**: The County will administrate the provision of services through the Denton County Sheriff's Office, Policies & Procedures, the Denton County Administration and Personnel Policies and Procedures and the Denton County Sheriff's Office Civil Service Commission Rules. Any and all changes, revisions, upgrades, reclassifications, and deletions to personnel and accompanying equipment will need to conform to these policies.

6.3 **PATROL UNIT**: In exchange for the provision of one Patrol Unit, the Town agrees to pay the County, a sum, per unit, totaling the reasonable and necessary expenses more fully described in Exhibit "A," Denton County Budget Impact Statement. The payments made by the Town to the County shall be used by the County for reasonable and necessary law enforcement equipment and requirements to support the law enforcement efforts of the Patrol Unit. A Patrol Unit consists of (a) the Sheriff's Deputy (personnel), (b) the equipment and vehicle necessary to support the Deputy, and (c) direct and non-direct support services.

6.4 **NUMBER OF PATROL UNITS**: The Town will determine the number of Patrol Units to be funded through this Agreement. The Denton County Budget Office will prepare a Budget Impact Statement reflecting the reasonable and necessary expenses to provide a Patrol Unit to Town, *Exhibit A*. Until otherwise notified in writing by the Town, the County acknowledges that Town has determined that one (1) Patrol Unit will be funded through this Agreement. (See Exhibit "A", Denton County Budget Impact Statement.)

6.5 **HOURS WORKED BY PATROL UNIT**: The contracted number of hours worked bi-weekly by the Patrol Unit is eighty (80) hours. The Town and the County will agree to the work shift for said Patrol Unit by separate written notice. The Sheriff's Office will manage the schedule of the Patrol Unit so that the Patrol Unit has as many direct patrol hours as possible in the Town. The Town understands that a Patrol Unit may have undefined hours in which the Patrol Unit may be needed to attend court hearings, training, meetings, or have employee- related absences which may reduce the number of direct patrol hours. If possible and within personnel and budgetary limits, the County may assign a substitute Patrol Unit to the Town to provide service in the absence of the assigned Patrol Unit. The County Liaison Officer will provide information to the Town's Liaison Contact of Deputy absences in writing.

6.6 **OVERTIME**: Any time worked by a Patrol Deputy in excess of eighty (80) hours bi-weekly is considered overtime. Overtime costs will be administered in accordance with the Denton County Attendance/Leave Time/Overtime Policy as it applies to non-exempt law enforcement personnel. The Town and the County will establish an overtime protocol designed to help manage overtime costs. The County will use its best efforts to notify the Town prior to the scheduling of planned overtime. The Town agrees to compensate the County for reasonable and customary overtime costs. Such costs will be added to the monthly invoice to the Town.

6.7 **ABSENCES**: The Town understands and agrees that the nature of hiring personnel will include a certain amount of employee absences. The Patrol Unit will receive County employee benefits, including holiday, sick, vacation, personal, compensation time and training that will be incorporated in their eighty (80) hours bi-weekly service hours, thus reducing the amount of direct patrol hours to the Town. The County will use its best efforts to notify the Town prior to the scheduling of planned absences. Upon the Town's request, if possible and within personnel and budgetary limits, the Sheriff's Office may assign a substitute Patrol Unit to the Town to provide service in the absence of the assigned Patrol Unit. Any substitute Patrol Unit will be at additional expense to the Town. The County Liaison Officer will provide information to the Town Liaison Contact of patrol deputy absences.

6.8 **PATROL DEPUTY DUTIES AND SERVICES**: The Patrol Deputy is duly a appointed Deputy Sheriff of the Denton County Sheriff's Office and is a licensed peace officer under the laws of the State of Texas. The Patrol Deputy will follow all guidelines promulgated by the Denton County Sheriff's Office, the Denton County Sheriff's Office Policies & Procedures, the Denton County Administration and Personnel Policies and Procedures and the Denton County Sheriff's Office Civil Service Commission Rules.

- (a) The duties of a Patrol Deputy are limited to providing patrol services, routine paperwork of filing reports, general services calls, making arrests, and the issuance of citations for offenses and violations of Texas law and local ordinances adopted by the Town. The Deputy may attend Court hearing as necessary. The duties of the Patrol Deputies do NOT include ongoing criminal investigations, mental health intervention, warrant services, or animal control services.
- (b) The Patrol Deputy will follow job assignments or special requests which have been properly routed through the Sheriff's Office Liaison Officer and that do not conflict with the policies and procedures of the County. The Patrol Deputy will refer to the Sheriff's Office Liaison Officer all job assignments or special requests which are directed to them.
- (c) The Patrol Deputy will attend continuing education as required by the Texas Commission on Law Enforcement ("TCOLE") during scheduled work hours.

6.9 **SUPPORT SERVICES FOR PATROL DEPUTY**: In addition to the direct patrol services each Patrol Unit provides to the Town, the County agrees to provide the following indirect support services, at no additional cost to the Town, as deemed necessary or proper by the County.

- a. Supervisory and administrative personnel;
- b. Criminal Investigation and Crime Scene Services as needed;
- c. Juvenile Officer and Youth Services as needed;
- d. Crime Prevention and Analysis Services as needed excluding any cost charged by a third party for all necessary forensic analysis performed on controlled substances, toxicology, DNA evidence and biological specimens to detect the presence of alcohol.
- e. All usual and customary supplies, record keeping, evidence and data processing

- support needed to support and administer this Agreement;
- f. Ongoing training as required by TCOLE.

6.10 **REDUCTION IN PATROL UNITS:** If a Patrol Deputy currently assigned to a Patrol Unit position as outlined in this Agreement leaves the position due to his/her voluntary termination, retirement, or death, the Denton County Sheriff's Office is not required to staff the position unless a Deputy is available. Due to staffing shortages, DCSO is not required to assign a Deputy from another area to fill a Patrol Unit for the Town. If a Patrol Unit remains vacant due to these circumstances, costs will be controlled by section 4.5.

## **7. PERSONNEL**

7.1 **CHAIN OF COMMAND:** Each Deputy will be an employee of the County and will be in the chain of command at the Denton County Sheriff's Office. Each Patrol Deputy is obligated to follow all guidelines, policies, and procedures of the County and the Denton County Sheriff's Office.

7.2 **WORK ASSIGNMENT:** The Deputy shall have his/her work assignment and duties outlined under this Agreement as their primary job assignment and will not regularly be assigned additional police duties by the Sheriff's Office. The County reserves the right, however, to reassign a Patrol Deputy temporarily in the event of an emergency, or when other circumstances require an enhanced police presence elsewhere in the County. The County Liaison Officer will provide information to the Town Liaison Contact of such instances in writing.

- (a) In the event the Town requests reassignment of personnel working pursuant to this Agreement, the Town agrees to cooperate with the Sheriff's management of employees through the established policies and procedures for Denton County, the Denton County Sheriff's Office and the Denton County Civil Service Commission.

## **8. EQUIPMENT**

8.1 **EQUIPMENT:** The County provides equipment for each Deputy hired by the Sheriff's Office. The Town will be responsible to provide funding so that the equipment designated by the Sheriff's Office for rendering of law enforcement services may be in the same manner, and with the same equipment and vehicle, as is customarily provided to Deputies in unincorporated Denton County.

8.2 **EQUIPMENT REPLACEMENT:** The County will purchase vehicles and equipment, including computer and other electronic equipment, with funding provided by the Town for the purpose of providing services under this Agreement. Such vehicles and equipment will be subject to the Denton County Administration Policies and Procedures for replacement of such vehicles or equipment. Such replacement will be incorporated into the Budget Impact Statement and will be consistent with the customary maintenance and replacement schedule for like equipment.

8.3 **PATROL VEHICLE:** The County and the Town understand and agree that this Agreement provides funding for the expenses for the County to provide a suitable vehicle, equipment, facilities, maintenance, repair, and service of the vehicle for the performance of all duties and obligations of

the County as stated herein in Exhibit "A" during the period of this Agreement.

With the funding provided by Town, the County will (a) coordinate the purchase of liability insurance coverage via the County's Fleet Policy, (b) provide routine maintenance, repairs, and fuel costs of the vehicle, and (c) purchase, if needed, and install the necessary equipment to make the vehicle ready for use by each Deputy.

The Deputy shall have the full authority to use the vehicle in accordance with the County and Sheriff's Office policies. This includes, but is not limited to allowing the Deputy to take the vehicle home, within a reasonable distance. The Town is not responsible for any costs the County determines are attributable to a Deputy's misuse of the vehicle in violation of this Agreement and the County and Sheriff's Office policies.

### **9. COUNTY RESPONSIBILITIES**

9.1 For the purposes and consideration herein stated and contemplated, the County, through the Denton County Sheriff's Office, will provide the following necessary and appropriate services for the Town to the extent authorized by this Agreement and state or federal law.

9.2 **LIAISON**: County will designate the Denton County Sheriff, or his designee, to act on behalf of County, and to serve as "Liaison Officer" for County. The Liaison Officer will make or receive requests and confer upon matters concerning the delivery of Patrol services to the Town. The Town will observe and utilize the Liaison Officer who will devote sufficient time and attention to the execution of said duties on behalf of the County and will provide immediate and direct supervision of the Denton County Sheriff's Office employees, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of County and the Town.

County Liaison:           Denton County Sheriff  
                                  127 N. Woodrow  
                                  Denton, Texas 76205  
                                  Administration Phone Number: (940) 349-1620

9.3 **COUNTY LIABILITY**: The County understands and agrees that the County, its employees, servants, agents, and representatives are not and shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Town. The County shall not be required to indemnify nor defend the Town for any liability arising out of the wrongful acts of employees or agents of the Town to the extent allowed by Texas law.

9.4 **SERVICE MANAGEMENT**: The planning, organization, assignment, direction, and supervision of County personnel under this agreement will be determined by the Denton County Sheriff's Office. The rendition of service, the standards of performance, the discipline of deputies, and other matter incident to the performance of such services and the control of personnel so employed will be the responsibility of the Denton County Sheriff's Office.

9.5 **RESPONSIVENESS**: The County will give prompt consideration to all requests from the Town routed through the Liaison Officer regarding delivery of patrol services under this Agreement. The County will make every effort to comply with these requests as long as they are consistent with the law, the Denton County Personnel Policies, Denton County Sheriff's Office Policy, & Procedures,

and the Denton County Sheriff's Office Civil Service Rules.

9.6 **NOTICES**: Any and all notices *to* the County required by this Agreement will be sent to the following parties at their respective addresses listed below:

(1) Denton County Commissioners Court  
Honorable Andy Eads  
Denton County Judge  
1 Courthouse Drive, Ste 3100  
Denton, Texas 76208  
Telephone: (940)349-2820  
FAX: (940)349-2821

(2) Denton County Sheriff  
Denton County Sheriff's Office  
127 N. Woodrow Lane  
Denton, Texas 76205-6397  
Telephone: (940)349-1620  
FAX: (940)349-1604

(3) Counsel to the Sheriff  
Denton County Sheriff's Office  
127 N. Woodrow Lane  
Denton, Texas 76205-6397  
Telephone: (940)349-2391  
FAX: (940)349-2392

## **10. TOWN RESPONSIBILITIES**

10.1 For the purposes and consideration herein stated and contemplated, the Town shall provide the following necessary and appropriate services for County to the maximum extent authorized by this Agreement and state or federal law.

10.2 **LIAISON**: The Town designates as representative to act on behalf of the Town, and to serve as "Liaison Contact" for the Town, the following person:

Mayor Ron Robertson  
Town of Copper Canyon  
400 Woodland Drive  
Copper Canyon, TX 75077  
Telephone: (940) 241-2677

The Liaison Contact will devote sufficient time and attention to the execution of said duties on behalf of the Town and will provide immediate and direct supervision of the Town employees, agents, contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the Town and County.

10.3 **TOWN LIABILITY**: The Town understands and agrees that the Town and its respective employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Town shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

10.4 **AREA OF ENFORCEMENT MAPS**: The Town will provide County with accurate maps of the areas and boundaries of the Town and the areas to be patrolled. Subdivision plats and up-dated maps will be provided to the County as the land is platted or boundaries change.

10.5 **NOTICES**: The Town designates the following address for notices required by this Agreement to be sent to the following:

Mayor Ron Robertson  
Town of Copper Canyon  
400 Woodland Drive  
Copper Canyon, TX 75077  
Telephone: (940)241-2677

## **11. MISCELLANEOUS PROVISIONS**

11.1 **REDUCTION IN FORCE**: The parties recognize that in the event a contract or grant funding is no longer available, removed or discontinued, the employees assigned to that activity or function will be reassigned to other open classified positions of the same rank in the Sheriff's Office. Such reassignments may involve intra-divisional transfers. If there are no appropriate open positions available and a reduction in force is necessary, then the provisions for layoffs and dismissals will be used to accomplish the reduction in force within the Sheriff's Office.

11.2 **DENTON COUNTY CIVIL SERVICE**: The parties recognize the authority, rules, regulations, and procedures of the Denton County Personnel Policies, Denton County Sheriff's Office, Policies & Procedures, and the Civil Service Rules of the Denton County Sheriff's Office Civil Service Commission. The rules, regulations, and procedures promulgated by those entities are provided to guide supervisors in management of employees. Occasions may arise that require the parties to investigate incidents in order to properly supervise employees. All parties to this contract agree to cooperate fully in any investigation, or employee review of any kind, that may determine if a violation of the rules, regulations, and procedures has occurred, and in the recommendation or selection of disciplinary action necessary to deter repeated violations and maintain the integrity and community respect for the Office.

11.3 **RECOURSE**: The Town's recourse for failure of County to furnish services under this Agreement will be the right to terminate this agreement or make proportionate reduction in the fee to be paid. The proportionate reduction will be determined by mutual agreement of the Sheriff and the Town Mayor or their designees.

11.4 **DISPUTES**: Any dispute arising from the failure of either the Town or County to agree on proportionate reduction will be determined by mutual agreement of the Sheriff and the



Town Liaison Contact, or their designees.

Any dispute arising from the failure of either the Town or County to agree on proportionate reduction in fees will be first submitted to non-binding mediation. Each party will pay one-half (1/2) of the cost of said mediation.

It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency or performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment will be referred to a court of competent jurisdiction.

11.5 **VENUE**: This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

11.6 **SEVERABILITY**: The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

11.7 **LIABILITY**: This Agreement is made for the express purposes of providing patrol services, which all parties recognize to be a governmental function. Except as hereinafter provided, no party assumes any liability beyond that provided by law. This Agreement is not intended to create any cause of action for the benefit of third parties.

## **12. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between County and the Town, and supersedes all prior negotiations, representations and/or agreements, either written or oral. The terms and conditions in this Agreement may be amended only by written instrument signed by both County and the Town.

## **13. AUTHORIZED OFFICIALS**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the others that any necessary resolutions extending said authority have been duly passed and are now in full force and effect. The County Judge or the Presiding Officer of the Denton County Commissioners Court is granted the authority to execute this agreement upon the approval of the Denton County Commissioners Court of this contract.

**EXECUTED duplicate originals on the dates indicated below.**

**DENTON COUNTY, TEXAS**

**TOWN OF COPPER CANYON, TEXAS**

\_\_\_\_\_  
Andy Eads, County Judge                      Date  
Denton County Commissioners Court

\_\_\_\_\_  
Ron Robertson, Mayor                      Date  
Town of Copper Canyon

\_\_\_\_\_  
Tracy Murphree, Denton County Sheriff    Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Mary E. Miller, Assistant District Attorney  
Counsel to the Sheriff

\_\_\_\_\_  
Attorney for the Town of Copper Canyon

## EXHIBIT A

DENTON COUNTY, TEXAS

Prepared by: KS

Date: 6/27/2023

### BUDGET IMPACT STATEMENT CONTRACT ESTIMATE FOR: Town of Copper Canyon

#### Annual Estimate Salary/benefits and Miscellaneous Operating Expenses Effective: October 1, 2023 - September 30, 2024 FY2023 Annual (12 month) Estimate

	COUNTY PORTION Average Sheriff Deputy-Patrol Salary/Benefits Grade 107 Average M&O Expenses	ANNUAL ESTIMATED CONTRACT FUNDING Average Sheriff Deputy-Patrol Salary/Benefits Grade 107 Average M&O Expenses
4020- Salary, Assistants	\$0	\$66,865
4040- Overtime Pay	\$0	\$225
4060- Longevity Pay	\$0	\$402
4091- Certification Pay	\$0	\$900
4092- Degree Incentive	\$0	\$900
<i>Subtotal Salaries</i>	\$0	\$69,291
4120- FICA	\$0	\$5,301
4130- Retirement	\$0	\$10,390
4140- Workers Comp. (LawEnf)	\$0	\$797
4150- TEC	\$0	\$69
4160- Health Insurance	\$0	\$10,875
<i>Subtotal Benefits</i>	\$0	\$27,432
<b>Total Salaries/Benefits</b>	<b>\$0</b>	<b>\$96,723</b>
4204- Administrative Supplies	\$0	\$600
4409- Fuel	\$0	\$4,500
4710- Uniforms	\$0	\$1,700
4885- Body Armor	\$0	\$1,728
5010- Training & Education	\$0	\$500
6260- Wireless Services	\$0	\$1,100
6610- Vehicle Repairs	\$0	\$1,250
6710- Equipment Rental	\$0	\$14,186
<i>Subtotal M&amp;O</i>	\$0	\$25,564
<b>Grand Total per Deputy</b>	<b>\$0</b>	<b>\$122,287</b>
<i>Recurring Monthly Expenses</i>	\$0	\$10,191
<b>Grand Total for (1) Deputy Sheriff</b>		<b>\$122,287</b>
<i>Recurring Monthly Expenses for (1) Deputy Sheriff</i>		<b>\$10,191</b>

This analysis is based on the Average Sheriff Deputy-Patrol Salary and Benefits @ 40 hours per week. It is also based on the average Maintenance and Operation Expenses for a Sheriff Deputy position. It is the understanding of Denton County that funding for this contract will be provided 100% by the entity according to the terms of the agreement. A vehicle is provided by Denton County and the entity pays Denton County a vehicle usage fee. Denton County will not be providing supplemental funding for any expenses.

**AGREEMENT FOR ON-SITE SEWAGE FACILITY DESIGNATED  
REPRESENTATIVE SERVICES**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by Analisa Sonya Griffith, a private contractor, (hereinafter referred to as) Analisa Griffith and the Town of COPPER CANYON, Texas, a municipal corporation, (hereinafter referred to as “COPPER CANYON” or the “Town”).

**RECITALS:**

**WHEREAS**, The Town of COPPER CANYON is desirous of providing its residents and businesses with ON-SITE SEWAGE FACILITY (OSSF) DESIGNATED REPRESENTATIVE SERVICES; and

**WHEREAS**, Designated Representative being a Registered Sanitarian, in good standing, with the Texas Department of Health/Texas Department of Licensing; as well as, a Designated Representative, in good standing, with the Texas Commission on Environmental Quality (TCEQ) and is desirous of providing OSSF DESIGNATED REPRESENTATIVE SERVICES to COPPER CANYON; and

**WHEREAS**, the parties hereto desire to enter into this Agreement to provide services at the highest level possible to COPPER CANYON in accordance with the terms and conditions set forth herein; and

**WHEREAS**, all payments to be made hereunder shall be made from current revenues available to the paying party; and

**WHEREAS**, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:**

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term:** This Agreement shall be for a term of twelve (12) months, commencing on October 1, 2023, and ending September 30, 2024, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of COPPER CANYON.

Section 3. **Scope of Services:** Analisa Griffith hereby agrees to provide COPPER CANYON the following services:

- a. **General Services:** Analisa Griffith and/or assigns will simplify procedure, avoid delay, save expense, and facilitate the local administration and local enforcement of the OSSF provisions of Town of COPPER CANYON Code of Ordinances duly approved by TCEQ, as-well the on-site sewage facility rules and regulations of the TCEQ; review all on-site sewage facility permit applications for compliance with TCEQ rules; issue Authorizations to Construct; conduct residential and commercial on-site sewage facility inspections, conduct OSSF enforcement in accordance with applicable TCEQ rules.
- b. **Reports:** Analisa Griffith and/or assigns will prepare and submit a basic monthly report and itemized invoice to the Town Administrator of COPPER CANYON summarizing all general and special services activity within the Town limits from the previous thirty-day period.
- c. **Special Services:** Analisa Griffith and/or assigns will investigate complaints; confer with contractors, builders, system designers, installers, state agencies and the general public; enforce the provisions of the Town of COPPER CANYON on-site sewage facility ordinance through inspection, written compliance notification, and citation; testify in municipal court as necessary; assist by providing technical guidance with monthly TCEQ reports; assist with TCEQ administrative field audits; assist with ordinance review; review subdivision and development plans; and attend meetings when applicable.
- d. **Equipment and Availability:** Analisa Griffith will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools, and mobile telephones. Analisa Griffith will be available for general and special services during and after the normal business hours of Town Hall to best promote agreeable administration of the TCEQ OSSF rules.
- e. **Licenses and Registrations:** Analisa Griffith and/or assigns will remain in good standing with the TCEQ and the Texas Department of Health. Analisa Griffith and/or assigns will keep current, at all times, the Designated Representative status with the TCEQ and the Registered Sanitarian status with the Texas Department of Health. Analisa Griffith and/or assigns will comply with all the educational requirements of the TCEQ and the Texas Department of Health.

Section 4. **COPPER CANYON's Obligations:** COPPER CANYON agrees to perform the following:

- a. Make payment to Analisa Griffith, on a monthly basis and upon receipt of a monthly report, in accordance with the following fee schedule:
  1. On-site Sewage Facility Plan Review: One hundred dollars and no cents (\$100) per each review.
  2. On-site Sewage Facility Final Inspections: Two hundred dollars and no cents (\$200) per inspection.
  3. On-site Sewage Facility Re-Inspection: Two hundred fifty dollars and no cents (\$250).
  4. On-Site Sewage Facility Complaints (Complaints shall come through the Town or from TCEQ): Two hundred and fifty dollars and no cents (\$250) per complaint investigation.
  5. Administrative duties resulting from OSSF enforcement, as well as, State OSSF program Audits/Reviews: Twenty-five dollars per hour (\$25).
  6. Subdivision Review (For conformance with 30 TAC 285 OSSF Regulations): Two hundred and fifty dollars and no cents (\$250).
  7. Development Plan Review (For conformance with 30 TAC 285 OSSF Regulations): Two hundred and fifty dollars and no cents (\$250).
  8. Plat/Re-plat Review (For conformance with 30 TAC 285 OSSF Regulations): Two hundred and fifty dollars and no cents (\$250).
  9. Building Permit Review (Pool, Shed, Barn, Cabana, Retaining Walls or other surface improvements that may impact an OSSF, including excavation or fill): One hundred dollars and no cents (\$100) per each review.
  10. Ordinance Review: Two hundred dollars and no cents (\$200) per each review.
- b. Provide clerical support and any administrative costs associated On-site Sewage Facility administration, including but not limited to permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

Section 5. **Revenues Retained:** COPPER CANYON shall retain all fees, fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the Town's boundary.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, Designated Representative will be compensated for all services performed to the termination date, which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If COPPER CANYON fails to make payment to Analisa Griffith within five (5) working days after the submission date of the monthly report for any invoiced amounts, Designated Representative, at his discretion, may suspend service until payment is received. If it becomes necessary for Analisa Griffith to suspend services to COPPER CANYON for nonpayment of the invoiced amounts, Analisa Griffith will identify a date that services will be suspended and submit written notice to the Town.
- c. COPPER CANYON's recourse for failure of Analisa Griffith to furnish any services under this Agreement will be the right to terminate this Agreement by giving proper notice.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Copper Canyon Town Hall  
 400 Woodland Drive  
 Copper Canyon, Texas 75077

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of the Town of COPPER CANYON and Analisa Griffith.

Section 9. **Jurisdiction:** By this Agreement, COPPER CANYON grants full and complete authorization and jurisdiction to Analisa Griffith for all services provided by \_\_\_ Analisa Griffith as contained in this Agreement. Said jurisdiction shall apply to the incorporated town limits of COPPER CANYON.

Section 10. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11. **Supervision/Certifications/Licenses:** At all times during the term of this Agreement, all assigns shall be under supervision and control of Analisa Griffith. In addition, Analisa Griffith and all assigns must be certified, registered, or licensed in their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications, registrations, and licenses along with the costs of any required continuing education classes shall be at the sole expense of Designated Representative.

Section 12. **Performance:** Both parties mutually agree that Analisa Griffith is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Analisa Griffith in no way are to be considered employees of COPPER CANYON.

Section 13. **Indemnification:** Analisa Griffith agrees to hold harmless, save and indemnify the Town of COPPER CANYON and its Officers and staff for any and all claims for damages, personal injury and/or death that any be asserted against COPPER CANYON arising from Analisa Griffith negligence or its performance hereunder, save and except intentional acts of gross negligence by COPPER CANYON. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_ 2023, in duplicate originals.

Town of Copper Canyon

\_\_\_\_\_  
By: Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_  
By: Analisa Griffith

Attest:

\_\_\_\_\_

(Seal)



**RESOLUTION NO. 23-06**

**RESOLUTION OF THE TOWN OF COPPER CANYON SUSPENDING THE SEPTEMBER 1, 2023 EFFECTIVE DATE OF COSERV GAS, LTD.'S REQUESTED RATE CHANGE TO PERMIT THE TOWN TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE COSERV SERVICE AREA, TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF THE STEERING COMMITTEE OF CITIES SERVED BY COSERV GAS' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL**

WHEREAS, on or about July 28, 2023, CoServ Gas Ltd (“CoServ” or “Company”), pursuant to Gas Utility Regulatory Act § 104.102 filed with the Town of Copper Canyon (“Town”) a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its service area, effective September 1, 2023; and

WHEREAS, the Town is a gas utility customer and a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under Chapter 104, § 104.001 et seq. of GURA has exclusive original jurisdiction over CoServ’s rates, operations, and services within the Town; and

WHEREAS, in order to maximize the efficient use of resources and expertise, it is reasonable for the Town to cooperate with other cities in conducting a review of the Company’s application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, it is not possible for the Town to complete its review of CoServ’s filing by the September 1, 2023 effective date proposed in CoServ’s Statement of Intent; and

WHEREAS, the Town will need an adequate amount of time to review and evaluate CoServ’s rate application to enable the Town to adopt a final decision as a local regulatory authority with regard to CoServ’s requested rate increase; and

WHEREAS, GURA § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, GURA § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF COPPER CANYON, TEXAS:

1. That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the Town Council and made a part hereof for all purposes.

2, That the September 1, 2023 effective date of the rate request submitted by CoServ on July 28, 2023, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

3. That the Town is authorized to cooperate with other cities in the CoServ service area, CoServ Gas Cities, and subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas L. Brocato of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. and consultants, to review CoServ’s filing, negotiate with the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the Town or Railroad Commission.

4. That the Town’s reasonable rate case expenses shall be reimbursed by CoServ.

5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

6. That a copy of this Resolution shall be sent to CoServ, care of Charles D. Harrell, CoServ Gas Ltd., 7701 South Stemmons, Corinth, Texas 76210-1842, and to Thomas Brocato, counsel for CoServ Gas Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725 ([tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com)).

7. That this Resolution shall be and become effective from and after its adoption.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

I, \_\_\_\_\_, Secretary of the Town Council of the Town of Copper Canyon, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Town Council of the Town of Copper Canyon, Texas, at its regular meeting held of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, as the same appears in the records of this office.

**IN TESTIMONY WHEREOF**, I subscribe my name hereto officially under the corporate seal of the Town of Copper Canyon this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary for the Town Council  
of the Town of Copper Canyon, Texas

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## **CONTRACT FOR MUNICIPAL COURT PROSECUTOR**

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**THIS CONTRACT** is made and entered into this 25<sup>th</sup> day of October 2023, by and between the Town of Copper Canyon, a municipal corporation of the State of Texas, hereinafter referred to as "Town", and Caprice Garcia, hereinafter referred to as "Prosecutor":

### **1. APPOINTMENT OF PROSECUTOR.**

- a. The Town does hereby appoint and contract for the services of Caprice Garcia as the Town's presiding municipal court prosecutor for and under the laws of the State of Texas, for a term of two years, beginning on October 1, 2023, and continuing through midnight, September 30, 2025, with all the powers, rights, and duties of said appointment and as provided by state law and the Town's Code of Ordinances.
- b. The Prosecutor shall comply with all requirements of law, perform all duties as required by law, and comply with all the terms of this Contract, and conditions and restrictions as set forth for municipal court prosecutors under all applicable state statutes.
- c. The Prosecutor shall devote such time as is necessary to perform the services set forth herein.
- d. The Prosecutor may terminate this Contract by providing written notice of resignation not less than sixty (60) days prior to date of termination.

### **2. COMPENSATION OF PROSECUTOR.** The Town shall compensate Prosecutor as follows

- a. As compensation for the Prosecutor's services, the Town agrees to pay the Prosecutor according to this Section 2. No other compensation or benefits shall be paid to the Prosecutor, and the Prosecutor shall receive no health benefits and shall not accrue sick or vacation leave, or any other Town benefits.
- b. The Prosecutor shall also receive a flat rate per duty performed according to the following schedule:
  - (i) **Court:** \$600 for a full or partial court day (morning and/or afternoon dockets)
    - If a docket is cancelled on the day of court, the fee will be paid.
    - If a docket is cancelled more than twenty-four (24) hours before court day, no compensation will be paid.
  - (ii) **Prosecutor/Court/Staff Meetings:** \$100 per meeting; attendance may include court staff, Town Administrator, Town Secretary, Town Attorney, or other

invited Town representatives, depending on issues to be discussed. Prosecutor's meetings may be scheduled as needed and at the discretion of the Prosecutor and the Town, but it is anticipated that such meetings shall be held on at least a semi-annual basis.

- c. The Prosecutor shall invoice the Town Secretary once per month not later than the fifth day of each month. The invoice shall indicate each date that the Prosecutor performed a service outlined above, a description of the service performed, and the applicable rate. The bill shall also provide a total amount due for that month.
- d. The Town shall pay the Prosecutor once per month within thirty (30) days from the date the invoice is received by the Town unless the invoice is disputed in good faith by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.
- e. The Prosecutor must attend and complete any annual mandatory legal education or other minimum training as required by the State of Texas within the time periods as established by law.
- f. The Prosecutor must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Prosecutor herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract. The Prosecutor shall pay for her mandatory legal education and training, including specifically, all registration fees for such course, travel expenses, including flight lodging and meal expenses.
- g. During the duration of this Contract, the Prosecutor shall comply with all provisions of the Code of Legal Ethics, Copper Canyon Code of Ordinances, and all other applicable laws pertaining to the operation of the Copper Canyon Municipal Court, and her duties. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes, and laws shall govern.
- h. The Prosecutor shall operate within the docket schedule prepared and coordinated by the Judge and the Town's Municipal Court Administrator and court clerk. The Prosecutor shall timely perform all duties, including, but not limited to, the dockets set forth in the dockets schedule. The Court shall schedule court dockets no less than once per month.

**3. OUTSIDE LEGAL PRACTICE/PROSECUTOR DUTIES: INDEPENDENT CONTRACTOR**

- a. The Town herein acknowledges that the Prosecutor may maintain a private law

practice and may perform outside legal services. The Prosecutor shall not take on representation of a client if such representation would conflict with the Texas Code of Legal Ethics or the Texas Rules of Professional Conduct. The Prosecutor shall not take on representation of a client adverse to the Town of Copper Canyon.

- b. The Town further acknowledges that the Prosecutor may perform judicial or magisterial functions or prosecutorial functions as a prosecutor, judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of Municipal Prosecutor for the Town.
- c. The Town may remove the Prosecutor from office during the Prosecutor's term of office pursuant to and in accordance with the requirements of § 30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended.
- d. The Prosecutor shall be considered an independent contractor, not an employee of the Town for all purposes, including but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and/or provisions of the Internal Revenue Code. The Town will not pay for or provide workers compensation insurance on the Prosecutor.
- e. The Prosecutor shall not represent a client in a case where an employee of the Town, in her capacity as an employee of the Town, is a witness or may be summoned to appear as a material witness.

#### **4. APPOINTMENT OF ASSISTANT PROSECUTORS**

- a. The Prosecutor may, upon request, submit the names of proposed Assistant Prosecutors to the Town for consideration and the Town Council may appoint one or more Assistant Prosecutors in accordance with the Code of Ordinances.
- b. The Prosecutor shall be the liaison between the Judge(s) and/or any Town staff. The Prosecutor shall provide general supervision and guidance for each Assistant Prosecutor.
- c. The Prosecutor may provide recommendations to the Town Council regarding the renewal of any Assistant Prosecutor or Judicial appointments.
- d. The Prosecutor shall always keep the Court and the Town informed of her current contact information.

#### **5. ENTIRE AGREEMENT**

This Contract represents the entire and integrated agreement between the Town and the

Prosecutor and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the Town and the Prosecutor. The Prosecutor further states that she has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as her own free act.

**IN WITNESS WHEREOF**, Town has caused this Contract to be signed in its name by the Town of Copper Canyon and attested by its Mayor and the Prosecutor has hereunto set her hand the day and year first above written.

**PROSECUTOR:**

**TOWN OF COPPER CANYON TEXAS:**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_