

The City of Woodcreek

IN THE MIDST OF THE TEXAS HILL COUNTRY

Background:

March – 2013

The City of Woodcreek originally entered an Interlocal Cooperation Agreement with Hays County and the Precinct 3 Constable on March 5, 2013. The agreement, entered, provided for the Constable to provide a part time employee twenty (20) hours per week to provide traffic related law enforcement services within the City limits.

The City of Woodcreek, in return for the annual services provided by the Constable, agreed to pay the County \$28,340.00 per annum payable in four equal quarterly lump sum payments of \$7,085.00.

January – 2014

The First Amendment to the Interlocal Cooperation Agreement was made on January 21, 2014. The Third Recital of the agreement was amended to include the addition of the following underlined language:

WHEREAS, by way of this Agreement, the Constable has the legal authority to enforce traffic regulations within the corporate limits of the City as well as all ordinances established by the City of Woodcreek that are enforceable within the corporate limits and/or extraterritorial jurisdiction of the City.

October – 2018

The Second Amendment to the Interlocal Cooperation Agreement was made on October 16, 2018.

Article 13 of the Agreement shall be amended to include the addition of the following underlined language and the deletion of the following stricken language: In return for the annual services provided by the Constables Office cited above, the City agrees to pay the County ~~twenty eight thousand three hundred forty dollars and no/100 (\$28,340)~~ sixty-six thousand two hundred sixty-two dollars

~~and no/100 (\$66,292.00); payable in quarterly lump-sum payments of seven thousand eighty five dollars (\$7,085)~~ sixteen thousand five hundred sixty-five dollars and 50/100 (\$16,565.50), which represents reimbursement to the County for actual costs incurred related to the employment of ~~an~~ two additional half-time employees within the Constables Office for Precinct 3 and estimated vehicle fuel costs related to patrol of the City of Woodcreek. For fiscal year 2019. the costs listed above shall be prorated to reflect the delayed start of November 1, 2018 for one of the half-time employees. For fiscal year 2019. the City agrees to pay the County sixty three thousand six hundred fifty-two dollars and no/100 (63,652.00); payable in quarterly lump-sum payments of fifteen thousand nine hundred thirteen dollars and no/100 (\$15,913.00). Despite the City's willingness to lend the assistance of equipment, as cited in Section 2.1 above, the City shall not be obligated to compensate the County for the purchase or lease of a vehicle for use by ~~this~~ these part-time employees.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 2 Amendment to the Interlocal Cooperation Agreement is hereby executed this the 16th day of October, 2018, as is evidenced by the authorized signatures of the Parties below:

September - 2020/January - 2021

Discussions with Constable ensued regarding it is not in the purview of the Constables Office to enforce local codes that are not traffic or criminal related offenses.

January - 2021

January 13th, 2021 Special City Council Meeting included an agenda item as follows: Discussion and Take Appropriate on a Part-Time Code Enforcement Officer and Creation of Office Space.

Action of the Council was as follows: A motion was made by Councilmember Hambrick that City Manager Lewis explore options for a City Marshall/City Code Enforcement Officer. The motion was seconded by Councilmember Brizendine. After discussion, a roll call vote was taken.

Voting Yea: Councilmember Hambrick, Councilmember Brizendine, Councilmember Pulley, Councilmember Rasco, Mayor Pro Tem LeBrun

The current City Code states the following:

§ 30.16 - CITY MARSHAL.

- (A) The Office of Marshal in the City is hereby abolished and dispensed with as an elective office.
- (B) There is hereby created the position of City Marshal, to be appointed by the City Council. Such City Marshal shall have no term of office, but shall serve at the will and pleasure of the City Council.
- (C) Such City Marshal shall be a peace officer as defined in Tex. Code of Criminal Procedure Art. 2.12, with all of the powers and duties conferred upon peace officers under the laws of the state.
- (D) Such City Marshal shall hold a certificate as a qualified law enforcement officer from the Texas Commission on Law Enforcement as provided in Tex. Administrative Code § 217.1, unless serving under a temporary or probationary appointment as provided in said Act. He or she may reside within or without the corporate limits of said City, as the City Council may authorize and direct.

(Ord. 90-34, 5-24-1990)

§ 30.17 - DEPUTY MARSHAL.

- (A) The Office of Deputy Marshal shall be appointive. At the first regular meeting of the Council after the first general City election or as soon thereafter as practicable, and after members of the Council elected at said election have qualified and been installed in office, the Council shall, by majority vote, with recommendation from the elected Marshal, appoint a Deputy Marshal to serve for a term of one year and until his or her successor shall have been duly appointed and qualified. Thereafter, at the first regular meeting held after the general City election held on the first Saturday in April of each year or as soon thereafter as practicable, and after members of the Council elected at said election have qualified and been installed in office, the Council shall by majority vote appoint a Deputy Marshal to serve for a term of one year, and until his or her successor shall have been duly appointed and qualified.
- (B) He or she shall discharge all duties that may be prescribed by City ordinances, not inconsistent with the laws of the state.

(Ord. 85-4, 2-14-1985)

The current Texas Statutes Chapter 341 States:

LOCAL GOVERNMENT CODE
TITLE 11. PUBLIC SAFETY
SUBTITLE A. MUNICIPAL PUBLIC SAFETY
CHAPTER 341. MUNICIPAL LAW ENFORCEMENT
SUBCHAPTER A. REGULAR POLICE FORCE

Sec. 341.001. POLICE FORCE OF TYPE A GENERAL-LAW MUNICIPALITY.

(a) The governing body of a Type A general-law municipality may establish and regulate a municipal police force.

(b) The governing body by ordinance may provide for the appointment of police officers the governing body considers necessary and for the terms of office and qualifications of the officers.

(c) The governing body by ordinance may provide that the police officers serve at the pleasure of the governing body.

(d) Each police officer shall execute a bond as the governing body may require. The bond must be conditioned that the officer will faithfully perform the officer's duties.

(e) A police officer has:

(1) the powers, rights, duties, and jurisdiction granted to or imposed on a peace officer by the Code of Criminal Procedure; and

(2) other powers and duties prescribed by the governing body.

(f) A police officer may serve in each county in which the municipality is located all process issued by a municipal court.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 829, Sec. 2, eff. Aug. 28, 1995.

SUBCHAPTER C. MARSHALS

Sec. 341.021. MARSHAL OF TYPE A GENERAL-LAW MUNICIPALITY. (a)

The marshal of a Type A general-law municipality is the ex officio chief of police.

(b) The marshal may appoint one or more deputies. The appointment of a deputy must be approved by the governing body of the municipality.

(c) The marshal or a deputy marshal shall be available to the municipal court when it is in session and shall promptly and faithfully execute writs and process issued by the court. The marshal may execute writs and serve process within each county in which the municipality is located, both inside and outside the municipal boundaries.

(d) The marshal may take suitable and sufficient bail for the appearance before the municipal court of a person charged with a violation of an ordinance or law of the municipality.

(e) The marshal has the same power and jurisdiction as a peace officer has under the Code of Criminal Procedure to execute warrants, to prevent and suppress crime, and to arrest offenders. The marshal has other powers, not inconsistent with state law, that the governing body confers by ordinance.

(f) The marshal may close a theater, ballroom, or other place of public recreation or entertainment to prevent a breach of the peace or to preserve quiet and good order.

(g) The marshal shall:

(1) quell riots, disorder, and disturbance of the peace in the municipality.

(2) taken into custody a person who disturbs the peace of the municipality.

(3) arrest, without warrant, a person who disturbs the peace, otherwise engages in disorderly conduct or a disturbance, or obstructs or interferes with the performance of the marshal's duties; and

(4) perform other duties, not inconsistent with state law, that the governing body prescribes by ordinance.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 829, Sec. 3, eff. Aug. 28, 1995.

Additional Information:

Email String between City Manager and Constable Montague:

Brenton,

I believe it is a good idea, and likely in the City's best interest, to explore the option of hiring a City Marshall/Code Enforcement Officer. I think this officer would be better suited to work directly for the City in law and code enforcement. I also feel this officer, depending on how you implement, could be more cost effective for the City than the contract with the Constable's Office. Should the City decide to discontinue our contract we will still provide proactive patrols and work with the Sheriff's Office as we do in all parts of Precinct 3.

Our office is currently dedicating an average of 40 hours of patrol per week within the City of Woodcreek pursuant to the current Agreement. We have issued 8 written and numerous verbal warnings during the time period you requested. Much of our patrol focuses on proactive presence and prevention.

I do not use GPS data to monitor officers. I give assignments and trust they are carrying them out. While I understand you're wanting to determine if our officers are working 40 hours per week per the contract, I feel a City Marshall/Code Enforcement Officer would be easier to monitor under the City's direct control.

As I stated earlier, should the City decide to not have this contract in place, by replacing with a City Marshall/Code Enforcement Officer, we will still provide proactive patrols and work with the Sheriff's Office as we do in all parts of Precinct 3.

If you, the Mayor and Mr. Wymore would like to meet to discuss the contract further, please let me know.

Thanks

Don

Don Montague

Hays County Constable

Precinct 3

200 Stillwater

Wimberley, TX 78676

Office (512) 847-5532

Cell (512) 921-1014

From: Manager

Sent: Wednesday, January 27, 2021 2:10 PM

To: Don Montague **Cc:** mayor Kent Wymore

Subject: Agreement Review

Constable Montague,

The Special City Council Meeting Agenda, held on January 13, 2021, included the following item: Discussion and Take Appropriate on a Part-Time Code Enforcement Officer and Creation of Office Space. The Council action was as follows:

A motion was made by Councilmember Hambrick that City Manager Lewis explore options for a City Marshall/City Code Enforcement Officer. The motion was seconded by Councilmember Brizendine. After discussion, a roll call vote was taken.

Voting Yea: Councilmember Hambrick, Councilmember Brizendine, Councilmember Pulley, Councilmember Rasco, Mayor Pro Tem LeBrun.

Since the motion was made to explore options, the current agreement with Hays County Precinct 3 Constables Office needs to be reviewed. Therefore, the City of Woodcreek needs the following:

As you are aware, the First Amendment, made on January 21, 2014, to the Interlocal Cooperation Agreement amended the original amendment to include: all ordinances established by the City of Woodcreek that are enforceable within the corporate limits and/or extraterritorial jurisdiction of the City.

The Second Amendment, made on October 16, 2018, amended the agreement to include two additional part time employees that would increase the payment from \$28,340 to \$66,292, that increased the hours from 20 hours per week to 40 hours per week.

It is the City's understanding each patrol unit is equipped with a Global Positioning System (GPS) and the route taken by each patrol unit is recorded. Please provide the GPS evidence of the daily routes of the patrol units serving the City of Woodcreek beginning October 5, 2020 of the City receiving 40 hours per week of patrol through January 29th, 2021. Also, please provide a total amount of warnings and citations issued during the same time period. If there is additional documentation you can provide concerning the compliance with the current agreement, please provide it.

The City realizes the daily routes information or any additional information provided is not to be released to the public since it involves law enforcement and police matters.

Thank you in advance for your prompt response to this email.

Brenton

Brenton Lewis

City Manager

City of Woodcreek

41 Champions Circle

Woodcreek, TX 78676-3327

(O) 512.847.9390 Ext. 202 (M) 512.878.9102



Options:

- A. Employing a City Marshal/Code Enforcement Officer (Must Be Certified through TCOLE)
 - a. Part-time or Full-Time
 - i. Part-time
 - 1. Estimated 20 hours per week through 9/2021 including FICA/TMRS – Total \$20,000
 - ii. Full-Time

1. Estimated 40 hours per week through 9/2021 including FICA/TMRS – Total \$40,000
- b. Projected Vehicle Cost
 - i. Vehicle – Purchase \$28,000 (State Contract)
 1. Lease Program Estimated \$5,500 per year
 - ii. Insurance – \$450/yr
 - iii. Fuel – \$2000
 - iv. Maintenance – \$500
 - v. Equipment \$2,000
- B. Contracting with TCOLE Officer for traffic and code enforcement cost is dependent on hours and if patrol unit can be used.
- C. Contract with Constables Office for additional Patrol excluding code enforcement (negotiable?)
- D. No contract with Constables Office – Per email: they will still provide proactive patrols and work with the Sheriff's Office as they do in all parts of Precinct 3.
- E. Employing a Code Enforcement Officer (Certified within one year of employment)
 - a. Part-time or Full-Time
 - i. Part-time
 1. Estimated 20 hours per week through 9/2021 including FICA/TMRS – Total \$16,000
 - ii. Full-Time
 1. Estimated 40 hours per week through 9/2021 including FICA/TMRS – Total \$32,000
 - b. Projected Vehicle Cost
 - i. Vehicle – Purchase \$28,000 (State Contract)
 - ii. Lease Program Estimated \$5,500 per year
 - iii. Insurance – \$450/yr
 - iv. Fuel – \$2000
 - v. Maintenance – \$500