SHADY SHORES TOWN COUNCIL
WORKSESSION
NOVEMBER 14, 2022; 6:00 PM
101 S.SHADY SHORES ROAD
SHADY SHORES, TX 76208
TO VIEW THE MEETING LIVE
https://shadyshorestx.civicclerk.com/

CALL TO ORDER

ROLL CALL
Establish a quorum.

1 Maintenance of Bar Ditches and Drainage Areas

2 Animal Control- Conduct a worksession relative to amendments to the Animal Control Ordinance adopting an animal registration policy.

3 Single Family Dwelling Definition Discussion

4 Trails and Parks Master Plan Phase 1 - Conduct a worksession relative to a proposal made by McAdams for phase 1 of the a Trails and Parks Master Plan.

5 Worksession Catalytic Converters Ordinance

ADJOURN

****

The Town 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 on this agenda, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberation about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development).

I, Wendy Withers, Town Administrator of the Town of Shady Shores do hereby certify that the above notice of the Town Council Worksession Meeting was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on 10th Day of November 2022, at 11:22 A.M.

Wendy Withers
Wendy Withers, Town Administrator

AGENDA MEMORANDUM

DATE: November 14, 2022

TO:

FROM: Wendy withers, Town Administrator

SUBJECT: **Maintenance of Bar Ditches and Drainage Areas**

BACKGROUND/INFORMATION:

The Town Council discussed a plan for maintenance of bar ditches and drainage easements at the October 10, 2022 Town Council meeting. Staff was directed to bring this issue back to the work session for discussion and comment. Sample wording for Ordinance adoption as well as proposed language for citizen education.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. DRAFT SAMPLE Ordinance Language
2. Public Education

REVIEWED BY:

- All drainage and barrow ditches within the Town of Shady Shores shall be kept free of debris, weeds, trees and brush. In cases where a drainage ditch or portion thereof is located on private property, it shall be the responsibility of the property owner to maintain the condition of such ditch so that adequate water flow will be maintained. In cases where maintaining a drainage ditch to provide adequate water flow therein causes undue hardship on any individual property owner, the owner may appeal to the town council for planning and maintenance assistance.

(b)

In the event that a drainage ditch on private property is found to be providing inadequate water flow due to failure of the property owner to maintain the same, such that the property, health, safety or welfare of the public is put at risk, the town shall notify the property owner in writing of the nature of maintenance that is required and the date by which such maintenance must be completed.

(c)

It shall be a violation for a property owner to intentionally or knowingly fail or refuse to complete the prescribed maintenance of a drainage ditch within ten days following notification under subsection (b) of this section. Such violation shall constitute a misdemeanor, and upon conviction, such property owner shall be punished by a fine not to exceed $2,000.00 for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

(d)

In addition to or in lieu of prosecuting a property owner pursuant to this section, the town, acting through the town manager or his or her designee, may issue and serve notice to the owner of such property by personal delivery or by letter addressed to the owner at the address according to the most recent tax roll of the city informing the owner that if the maintenance is not performed that the city will perform or pay for the same and will place a lien on the property where the drainage ditch is located. If personal service cannot be obtained or the owner's or occupant's post office address is unknown, by:

(1)

Publication in the town’s official newspaper at least twice within ten consecutive days;

(2)

Posting the notice on or near the front door of each building of the property to which the violation relates; or

(3)

Posting the notice on the placard attached to a stake driven into the ground on the property to which the violation relates, if the property does not contain a building.

If the owner or occupant of the property does not comply with the notice and the provisions of this article within ten days of notice of the violation given as set forth the town may thereafter perform the work or pay to have it performed.

(e)

To obtain a lien against property in violation of this article, the city manager or his or her designee shall file a statement of expenses with the county clerk. The statement of expenses shall identify the name of the property owner, if known, and the legal description of the property. The lien obtained by the town against property in violation of this article shall be security for the expenditures made and interest accruing at the rate of ten percent per annum on the amount due from the date of payment by the city for the work done or improvements made on such property. The lien obtained pursuant to this section shall be inferior only to tax liens and liens for street improvements.

(f)

The town council may authorize a suit for foreclosure in the name of the city to recover the expenditures and interest due for the work done or improvement made on such property.

(g)

The statement of expenses, or a certified copy thereof, shall be prima facie proof of the expenses incurred by the city in doing the maintenance work or making any improvements on such property.

What are the resident's drainage related responsibilities?

Per the City's Storm Drainage Policy, it is the property owner's responsibility to routinely maintain all creeks, streams, and natural drainageways on their property. This includes:

- Periodic removal of fallen trees, limbs and underbrush
- Periodic rough mowing
- Removal of trash and debris
- General upkeep to maintain a positive flow of storm water within the drainageway or easement.

Bar ditches and Culverts maintenance is also the responsibility of the property owner despite typically being located in the ROW dedicated to the City. Required maintenance includes:

- Periodic removal of underbrush
- Periodic rough mowing,
- Removal of trash and debris
- General upkeep of the bar ditch or culvert to maintain a positive flow of storm water within the bar ditch or culvert.
- Periodic cleaning of culverts to remove all sediment or other hindrances to the flow of water
- Culverts shall be replaced by the property owner should any structure failure in the culvert potentially impede the flow of water.

What are the City's drainage related responsibilities?

The City maintains the public stormwater drainage system and structures within the right-of-way and dedicated public stormwater drainage easements. The City does not maintain drainage facilities that are located within drainage easements on private property including:

- concrete channels
- retention walls
- retention ponds
- detention ponds

2.**What are the resident's drainage related responsibilities?**

Per the City's Storm Drainage Policy, it is the property owner's responsibility to routinely maintain all creeks, streams, and natural drainageways on their property. This includes:

- Periodic removal of fallen trees, limbs and underbrush
- Periodic rough mowing
- Removal of trash and debris
- General upkeep to maintain a positive flow of storm water within the drainageway or easement.

Bar ditches and Culverts maintenance is also the responsibility of the property owner despite typically being located in the ROW dedicated to the City. Required maintenance includes:

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- Removal of trash and debris
- General upkeep of the bar ditch or culvert to maintain a positive flow of storm water within the bar ditch or culvert.
- Periodic cleaning of culverts to remove all sediment or other hindrances to the flow of water
- Culverts shall be replaced by the property owner should any structure failure in the culvert potentially impede the flow of water.

3.**What is the difference between public and private drainage systems?**

Public drainage systems are located within public drainage easements or street right-of-way. Public drainage systems are the City's maintenance responsibility. Private drainage systems are located on private property and may or may not be located within private drainage easements. Private drainage systems typically do not cross lot lines and are generally used to collect runoff on a specific lot. Private drainage systems are required to be maintained by the property owner.

4.**My neighbor has done some work on their lot and now I'm getting more runoff. What can I do?**

Drainage directed from any private systems to neighboring properties is a civil matter between the property owners. It is advised that neighbors meet and work toward an agreeable situation for the involved parties. As a reminder, it is against state water laws to divert or concentrate runoff, or block runoff from draining onto a property.

5.**What can I do if there is a significant drainage issue in my neighborhood?**

If there is a significant drainage issue in your neighborhood, you can contact the Public Works Department at (817) 748-8098. You also may make a written request to the Public Works Department. Your written request will be evaluated and may be considered for a future Drainage Project as part of the City's on-going Capital Improvements Program (CIP).

Please write to:

City of Southlake

Public Works Department

c/o City Engineer

1400 Main St., Ste. 320

Southlake, TX 76092

6.**Who do I contact for my drainage question that isn't listed here?**

Call Public Works Administration and Engineering so that staff may further assist you.

Administration & Engineering
(817) 748-8098

Hours

Monday - Friday

8:00 a.m. - 5:00 p.m.

7.**Is street flooding normal?**

Yes. In most areas, the streets are considered to be a part of the drainage system. During a typical rainfall event, water will flow through storm sewers located underneath the street or in roadside ditches to a drainage channel. When the capacity of the storm sewers or roadside ditches is exceeded, the street itself will hold the water until the storm sewer or roadside ditch has additional room to drain the water.

8.**What is stormwater?**

The term stormwater refers to rainwater. Stormwater discharges are generated by runoff from land and paved areas during rainfall. Hard surfaces like driveways, sidewalks, and streets drain directly into our lakes, rivers, and streams. Unlike the wastewater that goes down your shower or sink, stormwater is not treated and can carry pollutants, sediment, and trash directly into the places you like to swim, fish, and boat.

For more information please visit our Stormwater Management Page.

9.**What is a flood plain?**

A floodplain is any land area susceptible to being inundated by the collection, pooling, and flowing of water from any source during the course of natural events. Floodplains may be classified as FEMA Special Flood Hazard Areas (SFHA) and are located in a 100-year flood zone. The term “100-year flood zone” refers to a flood elevation that has a 1% chance of being equaled or exceeded each year.

10. **What is the difference between a storm drain and a sewer?**

Sewer pipes capture used water and liquid waste from homes and businesses and carry it to wastewater plants for treatment. Treated wastewater can be reused for landscape irrigation, industrial and construction purposes. Storm drains are separate from the sewer system and, unlike wastewater, stormwater is not treated and reused. Some storm drains are under streets, but much of the system consists of open canals, street gutters and other features that collect, channel and divert stormwater runoff.

11. **What does impervious mean?**

Impervious is defined as a surface that does not absorb water. Several examples of impervious areas include:

- asphalt or concrete pavement
- parking lots
- driveways
- sidewalks; and
- buildings

12. **What is the difference between detention and retention?**

Retention permanently restrains flow of water, and is generally provided for aesthetic purposes. Detention temporarily restrains flow of water to reduce downstream impact.

AGENDA MEMORANDUM

DATE: November 14, 2022

TO:

FROM: Wendy withers, Town Administrator

SUBJECT: **Animal Control- Conduct a worksession relative to amendments to the Animal Control Ordinance adopting an animal registration policy.**

BACKGROUND/INFORMATION:

Conduct work session relative to adding language to the Town of Shady Shores Code of Ordinances to require registration of animals in the Town of Shady Shores. The Town of Shady Shores has entered into an interlocal for Animal Control Services with the Town of Hickory Creek through the interlocal Police Contract with the City of Corinth. Requiring owners to register their pets will assist the Hickory Creek Animal control officers in returning the animals to their owners and therefore avoiding where possible impoundment of the animal and additional impound fees being assessed to the owner. Owners are given the option to register animals other than dogs or cats in order to assist officers in returning them to their homes (ex. pet pigs; llamas etc).

The staff is proposing a 90-day grace period whereby Shady Shores residents may register their pets free of charge. After the grace period, there will be a $10 fee to cover the cost of staff administration of the program and the cost of tags. The program would be administered by the Town of Hickory Creek; however, residents may also go through the Town of Shady Shores website to submit their paperwork.

FINANCIAL IMPLICATIONS:

None; $10 fee to remain with the Town of Hickory Creek.

RECOMMENDATION/ACTION DESIRED:

Direct Staff to develop an Ordinnace adopting the registration process.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Division_2.___Registration

REVIEWED BY:

Registration[1]

[1]State law reference(s)—Registration of dogs and cats, V.T.C.A., Health and Safety Code, § 826.031 et seq.

Sec. 2.01.0041. Required.

No person shall own, keep, harbor, or have custody of any dog or cat over four months of age within the town's corporate limits without obtaining registration from the town on an annual basis.

Sec. 2.01.042. Application.

(a) Application for registration of any dog or cat shall be made to the animal control officer or his/her representative, which application shall include the name, address, and phone number of the applicant, and the description of animal. Upon payment of the prescribed fee and presentation of a current vaccination certificate, a license may be issued.

(b) It shall be unlawful to make false statements in applications for registration, and if deemed necessary, in the sole judgment of the animal control officer, such action may cause the subject animal to be impounded and/or the license revoked under the provisions of this division.

Sec. 2.01.043. Term; renewal.

If not revoked, registration for the keeping of dogs and cats shall be valid for one year from date of issue and must be renewed annually.

Sec. 2.01.044. Fees.

(a) Registration fees shall not be required for dogs trained to assist the auditory or visually impaired person, nor for police dogs in government services.

(b) Fees shall be established from time to time by resolution of the town council. Lost tags may be replaced by the payment of a replacement fee, also to be established by resolution of the town council.

(c) The town secretary or their designee shall be responsible for collecting all fees established and levied in accordance with this division. Under no circumstances will there be refunds of any fees.

Sec. 2.01.044. Tags.

(a) Upon acceptance of the application, vaccination certificate and fee, the animal control officer or his/her representative shall issue a metal tag, stamped with an identifying number, and indicating its issuance by the town.

(b) A metal registration tag, issued by animal control, must be affixed to a collar or harness and must be worn at all times.

(c) Dogs and cats must wear rabies/license tags at all times when off the premises of their owners.

(d) The animal control officer or his/her representative shall maintain a record of the identifying number of all tags issued and make this information available to the public.

(1999 Code, §§ 2.501(a), (f), (g), (h))

Sec. 2.01.045. Transferability.

(a) It shall be unlawful for any person to use any registration for any animal other than the animal for which it was issued.

(b) Registration shall not be transferable among animals or their owners.

Sec. 2.01.046. False statements.

Any false statement in a rabies certification, or application for registration, shall cause said registration to be rendered null and void and shall subject such dog or cat to being impounded in accordance with the provisions of this chapter.

Sec. 2.01.047. Revocation.

(a) The animal control officer may revoke registration of any animal if the person holding the registration fails to comply with this division or any law governing the protection and keeping of animals.

(b) The animal control officer shall have the right to order the humane disposition of animals when registration is revoked.

AGENDA MEMORANDUM

DATE: November 14, 2022

TO:

FROM: Wendy withers, Town Administrator

SUBJECT: **Single Family Dwelling Definition Discussion**

BACKGROUND/INFORMATION:

Article 1.2 C (6) states All "single-family" zoning districts may only have one residence per lot, unless a conditional use permit is applied for, and granted, by the Town Council. A violation of any condition of the permit may result in termination of the permit by the town council, or a violation of this zoning ordinance by the municipal court, or both.

Staff is receiving requests for the construction of a mother-in-law suite or additional living quarters to be constructed on a single family lot. Currently, applicants are allowed to construct additional space by attaching the unit to a breezeway; however there are several accessory structures that have submitted plans that include bedrooms, an additional kitchen, restrooms etc. This is true of accessory structures and hangars. Although the language, ***unless a conditional use permit is applied for, and granted, by the Town Council*** is included in this line, it is unclear as an additional dwelling space is not listed under the permitted uses under a conditional use permit :

Conditional Uses: The following uses may be permitted only under Conditional Use Permits granted in the manner specified in ARTICLE 3.5 below.

(1) Airports or aircraft landing fields and airport facilities.

(2) Public buildings for use by City, County, State, or Federal Governments.

(3) Medical and dental clinics, private schools, child care centers, adult care centers, and kindergartens which are not legally established as a residence. Must be on sites of one (1) acre or more.

(4) Institutions of religious assembly, subject to federal law regulating religion.

(5) Riding academies, public stables on tracts on sites of five acres or more.

(6) Mobile home parks or trailer courts. (See Article 2.6)

(7) Private clubs and community buildings owned and operated by nonprofit organizations on sites of three (3) acres or more.

(8) Barbering and coiffuring when limited to a homeowner. No signage allowed.

(9) Picnic groves and areas on sites of one (1) acre or more.

(10) Sewing, dress, and suit making where located in the home of the owner; and where operated by the homeowner.

(11) Music studios, photographic studios, studios for portrait and similar painting, making of art objects, art crafts, and printing, where located in the home of the owner, and where operated by the homeowner.

Further, the Ordinance defines caretaker's quarters:

Caretaker is a person who spends more than 50% of his time working at the residence of, and performing duties for the family occupying the premises to which the caretaker's house is an accessory building.

Caretaker's Quarters is an accessory dwelling unit for a bona fide caretaker and his or her immediate family on a lot not less than ten acres. The Caretaker's Quarters may not exceed one-half of the size of the Main Building.

FINANCIAL IMPLICATIONS:

Short Term Rental Tax
Permitting Fees
Staff Administration

RECOMMENDATION/ACTION DESIRED:

Provide staff direction as to what's permissable for approval and what is defined as a primarly living quarter.
Provide staff direction as to conditional use permits and if they are needed for accessory structures with living quarters
Clarify the definition of a single-family residence.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

AGENDA MEMORANDUM

DATE: November 14, 2022

TO:

FROM: Wendy withers, Town Administrator

SUBJECT: **Trails and Parks Master Plan Phase 1 - Conduct a worksession relative to a proposal made by McAdams for phase 1 of the a Trails and Parks Master Plan.**

BACKGROUND/INFORMATION:

Earlier this month, Town Staff and other key members met with McAdams to discuss services for the development of a Trails and Master Plan. The attached proposal includes Phase 1 of the project which would include:

Concept Planning Services for Project to arrive at desired plan of action for a future trail master plan and in preparation of subsequent TASKs. Said plan of action will be suitable for use by the Town of Shady Shores to perform an evaluation of the applicable regulations that may impact the development of the property including municipal, state, and federal regulations. The development process that will be required for the necessary approvals by the Town of Shady Shores will also be identified. Said evaluation will be compiled in a **report and provided electronically**. Based upon the information provided by the Town of Shady Shores, the Consultant will provide **Planning and Landscape Architecture Trail Concept Planning Deliverables**. Coordination with the Town and professional design team will be conducted during this phase to identify existing site features, create site elements and analyze systems necessary for the overall function of possible trail system in concept. Consultant will do survey research of properties and primary routes identified and under consideration as well as on site documentation of opportunities and constraints. Consultant will work closely with staff, elected officials, and ad hoc committees to determine the parameters on which to base a Trail Master Plan. This does not include producing an adoptable Trail System Master Plan.

The proposal would include six (6) 1-1.5 hour meetings to discuss and coordinate with town staff. The promised deliverables will help take town staff to the next steps in the development of a Trails and Parks Master Plan.

FINANCIAL IMPLICATIONS:

$6,500

RECOMMENDATION/ACTION DESIRED:

Provide Staff direction for next steps

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. 2022-11-03 Shady Shores- Trails Master Plan- Proposal

REVIEWED BY:

November 3, 2022

Town of Shady Shores
Ms. Wendy Withers, Town Administrator
101 S. Shady Shores Road
Shady Shores, Texas 76208

RE: Town of Shady Shores – Trails Master Plan
Shady Shores, Texas
PSPEC22549

Dear Ms. Wendy Withers,

We are pleased to offer this proposal for planning, landscape architecture and survey phase services for the proposed trails master plan located in Shady Shores, Texas.

PROJECT UNDERSTANDING

OBJECTIVES:

It is McAdam's understanding that the Town of Shady Shores wishes to develop a Town Trials System Master Plan for community. The scope of services outlined below includes preliminary concept and will included maser planning services within the boundaries of the Town for Project to arrive at desired plan of action for a future trail master plan and in preparation of subsequent TASKs

ASSUMPTIONS

This proposal is based on the following assumptions:

- Working with staff and input from Mayor and limited others at original discussion meeting.
- Does not include evaluation of other recreational opportunities in Town.
- Environmental reports for any property.
- Wetland delineation and concurrence by federal, state and local authorities is not required and existing concurrence documents.
- No Architectural drawings, as well as, design preferences and direction for landscape design preferences, to be provided.
- Town staff will provide all property and relevant information possible for evaluation.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

SURVEYING SERVICES

R8.00 Concept Development:

FEE: $6,500 (billed hourly based on time spent, see attached rate schedule)

Provide Concept Planning Services for Project to arrive at desired plan of action for a future trail master plan and in preparation of subsequent TASKs. Said plan of action will be suitable for use by the City of Shady Shores to perform an evaluation of the applicable regulations that may impact the development of the property including municipal, state, and federal regulations. The development process that will be required for the necessary approvals by the Town of Shady Shores will also be identified. Said evaluation will be compiled in a report and provided electronically.

Based upon the information provided by the Town of Shady Shores, the Consultant will provide Planning and Landscape Architecture Trail Concept Planning Deliverables. Coordination with the City and professional design team will be conducted during this phase to identify existing site features, create site elements and analyze systems necessary for the overall function of possible trail system in concept. Consultant will do survey research of properties and primary routes identified and under consideration as well as on site documentation of opportunities and constraints. Consultant will work closely with staff, elected officials, and ad hoc committees to determine the parameters on which to base a Trail Master Plan. This does not include producing an adoptable Trail System Master Plan.

Meetings:

- Six 1-1.5 hour meetings as determined by the town manager an McAdams project manager. Please note, some meetings may be virtual.

EXTRA SERVICES

J. Additional Services

When requested by the Owner and confirmed by the Owner and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

PROJECT SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:

Schedule to be mutually agreed upon between Owner and Firm.

The time limits and schedule set forth above have been agreed to by the Owner and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

OWNER RESPONSIBILITIES

Owner shall be responsible for the following:

- Notification to proceed;
- Timely approval of sketches presented for Owner approval;
- Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- Payment of all application, permit and filing fees, as well as any other required fees incurred;
- Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Coordination with any subconsultants related to this Agreement will be provided by Firm as additional services based on subconsultant fee(s) plus 12.5%.

GENERAL CONDITIONS

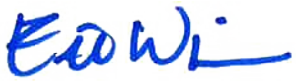
- The attached “Terms and Conditions” shall apply to this Agreement.
- This proposal is valid for 30 days from the above date.
- Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- Owner is responsible for all application and permit fees.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS



Eric P. Wilhite, AICP, ASLA
Director, Civic Spaces

EW/mm

Enclosures

ACCEPTANCE

By: _____ Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

_____

1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE
Principal-in-Charge	$210 / hour
Senior Project Manager	$190 / hour
Project Manager	$150 / hour
Senior Project Engineer	$150 / hour
Project Engineer	$140 / hour
Intern	$80 / hour
Senior Landscape Architect	$150 / hour
Landscape Architect	$140 / hour
Landscape Designer	$120 / hour
Senior Planner	$185 / hour
Planner	$130 / hour
GIS Manager	$180 / hour
GIS Technician	$110 / hour
Graphics / Media Design	$100 / hour
Technical / Grant Writer	$100 / hour
Technical Manager	$150 / hour

ROLE	RATE
Designer II	$120 / hour
Designer I	$105 / hour
Senior CAD Technician	$110 / hour
CAD Technician	$90 / hour
Survey Director	$190 / hour
Survey Project Manager	$150 / hour
Survey Technician	$105 / hour
Survey Crew (2 Man)	$145 / hour
SUE Project Manager	$150 / hour
SUE Technician	$85 / hour
UAS Crew	$225 / hour
Senior Project Coordinator	$95 / hour
Construction Services Manager	$210 / hour
Construction Services Professional	$150 / hour
Construction Observation	$140 / hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE
Oversize + Color Rep.	$3.00 / each
Paper Reproductions	$2.00 / each
Specifications	$0.10 / each

ITEM	FEE
Oversize Mylar Sepia	$20.00 / each
Mylar Sepia	$15.00 / each
Paper Sepia	$5.00 / each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 5%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.

5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT's services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice. In no way shall Client's failure to dispute the accuracy or appropriateness of an invoice limit the Consultant's obligations to meet the Standard of Care.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default:

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT for damages arising out of such fault, defect, error, omission, inconsistency or breach to the extent that such damages could have been avoided or mitigated by CLIENT's having provided timely notice to CONSULTANT.

3. Representations of CLIENT:

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

4. Ownership of Instruments of Service:

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. Change Orders:

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. CLIENT acknowledges and agrees that CONSULTANT shall have no obligation to take any action or perform any services in regards to a change order until CLIENT has provided written authorization to proceed (including CLIENT's agreement to pay CONSULTANT for the fees and costs associated therewith), and that CONSULTANT shall have no responsibility or liability for any damages or delays incurred by CLIENT as a result of CONSULTANT's not taking any action or performing any services until such written authorization is received.

6. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses or will possess the necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report. In no way does this section limit CONSULTANT'S obligation to meet the Standard of Care.

7. Hazardous Substances:

The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under this Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

8. Assignment and Third Parties:

Except as otherwise noted within this section, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities

undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld; provided, however, that CLIENT may assign this Agreement without prior written consent of CONSULTANT to a single-purpose entity (SPE) formed by CLIENT for the purpose of undertaking the development of the project contemplated herein, with CLIENT remaining jointly responsible with the SPE for the payment of all sums due and owing to CONSULTANT under this Agreement (and any change order or additional work authorization issued in connection therewith), whether accruing before or after such assignment by CLIENT. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

10. Survival:

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

11. Unforeseen Occurrences:

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

12. Force Majeure:

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

13. Standard of Care:

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar

locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement. CONSULTANT represents and warrants that it is duly licensed and/or legally authorized to perform the services contemplated by this Agreement. CONSULTANT agrees that any services performed hereunder failing to satisfy the Standard of will be promptly corrected or reperformed at no cost to CLIENT such that all services, once corrected or reperformed, satisfy the Standard of Care. If CONSULTANT is unable to carry out any such reperformance or correction, Client shall have the right to hire another professional to carry out such reperformance or correction and CONSULTANT shall reimburse CLIENT for the consultants fees specifically for the reperformance or correction by others.

14. Waiver of Consequential Damages/Limitation of Liability:

CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to the extent of the CONSULTANT'S insurance coverage. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

15. Safety:

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

16. Arbitration:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non- binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently ineffect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

17. Independent Contractor:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

18. Termination:

CLIENT may terminate the Agreement with or without cause and the CONSULTANT may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non- cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

19. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the

remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

20. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

21. Merger, Amendment:

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

22. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Texas, excluding only its conflicts of laws principles.

23. Indemnity:

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT from all claims for bodily injury and property damage (other than to the Project itself and other property insured by CLIENT or CONSULTANT), including reasonable attorneys' fees, costs, and expenses, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of CLIENT or anyone employed directly or indirectly by CLIENT.

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from all claims for bodily injury and property damage (other than to the Project itself and other property insured by CLIENT or CONSULTANT), including reasonable attorneys' fees, costs, and expenses, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of CONSULTANT or anyone employed directly or indirectly by CONSULTANT.

24. Insurance:

Professional Liability Insurance with limits of no less than One Million Dollars ($1,000,000), issued by an insurance carrier licensed to provide such coverage in the state where the Project is located for all negligent acts, errors, and omissions by CONSULTANT and its employees, that arise out of this Agreement.

Commercial General Liability covering bodily injury and property damage (including the property of the CLIENT and Indemnitees) with minimum limits of One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) aggregate. This policy shall be primary to any policy or policies carried by or available to the CLIENT and/or any Indemnitee(s).

Workers' Compensation/Employer's Liability Insurance in full accordance with the statutory requirements of the state or states where the services are to be performed and shall include bodily injury, occupational illness or disease coverage.

Automobile Liability Insurance covering all operations of CONSULTANT pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury, death and property damage liability.

Excess Liability Insurance. CONSULTANT shall maintain excess liability insurance with a limit of not less than Two Million Dollars ($2,000,000). Such insurance shall be excess of the Commercial General Liability insurance, Business Auto Liability

insurance and Employers Liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by CLIENT and shall be provided on a "following form basis". Continuing commercial excess coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

Upon execution of this Agreement and at every date of renewal of that policy, CONSULTANT shall cause a Certificate of Insurance to be issued. Provision of a valid Certificate of Insurance that meets the requirements of this Agreement is a condition precedent to the payment of any amounts due to CONSULTANT by the CLIENT.

AGENDA MEMORANDUM

DATE: November 14, 2022

TO: Town Council

FROM: Wendy withers, Town Administrator

SUBJECT: **Worksession Catalytic Converters Ordinance**

BACKGROUND/INFORMATION:

There has been a rise in the number of thefts of Catalytic Converters in Denton County. The City of Corinth reports there have been almost 50 reports of this type of theft this year, and the City of Denton reports almost 240. The catalytic converter is located on the underside of the vehicle and is part of the vehicle's exhaust system. The "converter" is responsible for transforming toxic exhaust gas into less toxic pollutants. However, the precious metals located inside the "converter" can be sold for cash at scrap metal dealers. The average sales price can be from $200 for an average "converter" to up to $2000 for the high end "converters". The type of theft is on the rise, partially because the crime is easily committed (less than two minutes) and can result in "quick' cash.

While the legislature may address this issue in the next Legislative session, including developing more severe penalties and fines, several local municipalities are passing local ordinances in order to deter crime. Receive an update from Chief Garner regarding possible solutions and prevention methods. A copy of the Ordinance adopted by the City of Corinth is attached for Council discussion for a future agenda item and passage.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Provide Staff Direction as to placement on a future agenda.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Police, leaders, dealers crack down on rising catalytic converter theft _ Crime _ dentonrc.com
2. Ordinance No. 22-10-20-40 - Catalytic Converter Ordinance (AMS 10142022V3)

REVIEWED BY:

https://dentonrc.com/news/crime/police-leaders-dealers-crack-down-on-rising-catalytic-converter-theft/article_29599ee8-21bc-5eed-98f2-a8d22d0be15d.html

FEATURED

Police, leaders, dealers crack down on rising catalytic converter theft

By Brooke Colombo Staff Writer bcolombo@dentonrc.com
Nov 6, 2022

Toyota of Denton has vehicle owners who have waited months to get repairs and replacements after catalytic converter thefts. There have been too many to keep up with supplies, a Toyota service director said.

Brooke Colombo/DRC

Frequent catalytic converter thefts over the past several months in Denton County have compelled police, politicians and car dealerships to look for solutions. The thefts' prevalence has made it hard for manufacturers to keep up with the demand for catalytic

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converters and victims — some of whom have had their vehicle targeted twice — waiting months for new parts.

Selling a catalytic converter at a scrapyard can score a thief several thousand dollars depending on the condition and quality of material. And thieves can get under a car and leave with a catalytic converter in just a few minutes, experts said.

Thefts of this nature were commonplace among the Denton Police Department's media reports. By Aug. 24 this year, there were 221 catalytic converters reported stolen in Denton. That's an estimated total loss of $350,000 in parts and labor. For comparison, city spokesperson Stuart Birdseye said 187 were reported stolen in all of 2021.

The Corinth Police Department has received 46 such reports so far this year, which Capt. Jimmie Gregg said was definitely an increase from previous years.

Between Aug. 1 and Sept. 15, the Denton Police Department received 34 reports of stolen catalytic converters. That was during a recent decline in reports, Denton police spokesperson Allison Beckwith said.

At an August meet-and-greet for the Denton police chief, an officer brought up concerns to one of the candidates about the thefts. The sheer volume of the reports was taking up officers' time away from focusing on other pressing investigations, he said.

"These have been difficult to investigate in the past," Beckwith said in a Sept. 26 interview. "I think all the different areas in North Texas are realizing that this has been a large source of theft lately."

Beckwith said the thefts happen to a variety of vehicles, but the most common model seen in the department's reports is the Toyota Tundra. While some vehicles have only one catalytic converter, the Tundra has four and sits higher, making the parts more accessible to thieves.

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Toyota Tundra trucks are the most common vehicles to appear in catalytic converter theft reports made to the Denton Police Department. The Tundra has four catalytic converters while other vehicles might have one. The catalytic converters on a Tundra sit higher as well, making them more accessible.

Brooke Colombo/DRC

Additionally, hotels are a typical target for catalytic converters thefts. The *Denton Record-Chronicle* reported in May about five catalytic converters stolen from vehicles in one night at the Embassy Suites by Hilton Denton Convention Center, at 3100 Town Center Trail.

Tim Dorweiler, the service director at Toyota of Denton, deals with the aftermath of the thefts on a regular basis. The Denton dealership has seen well over 100 thefts this year, he said.

“We had a big wave of them right when college classes started back up,” Dorweiler said. “Mom and Dad were moving the kids up to the dorms, staying in hotels and their cars were getting hit. Then, obviously we have the normal ones from residents at apartment complexes, at grocery stores.”

Dorweiler said Thursday he had a line of about 40 cars waiting for new catalytic converters but the suppliers just can’t keep up with demand. It’s not a matter of material shortage, he said.

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“There’s 5,000 of them on backorder, Dorweiler said. “If someone’s gets stolen today, there’s 5,000 people ahead of him before he’s gonna get that one. They just can’t produce them fast enough.”

And it can cost anywhere from $1,000 to $15,000 to repair, and a victim might have to rent a vehicle for months due to wait times.

“I’ve got cars here since February waiting on catalytic converters, and insurance companies will only cover 30 days’ worth of rental,” Dorweiler said. “There’s people who have been without their car for six or seven months even though they paid their deductible. And then we’ve actually got customers here for a second time that it’s happened to them.”

The *Record-Chronicle* spoke with police spokesperson Amy Cunningham on Wednesday about one case, in which a man reported his catalytic converter had been stolen Tuesday. He reported he instantly knew it was stolen because he’d been a victim of the same crime before.

A loud rumbling noise after the engine is started is often a driver’s first sign that their catalytic converter has been stolen, according to AAA Texas.

While the majority of reports have not resulted in arrests, Beckwith said the Denton Police Department is making an effort to patrol commonly hit locations such as hotels. The *Record-Chronicle* reported an instance in September in which the department’s patrol efforts did lead to an on-scene arrest.

Denton Police Department
@DENTONPD · **Follow**

Early this morning, three catalytic converter thieves were caught in action by Denton PD.

Around 3:52 a.m., a vehicle was seen parking in front of a Toyota Tundra at a local hotel. As you may know, Toyota Tundras have been highly targeted for their catalytic converters.

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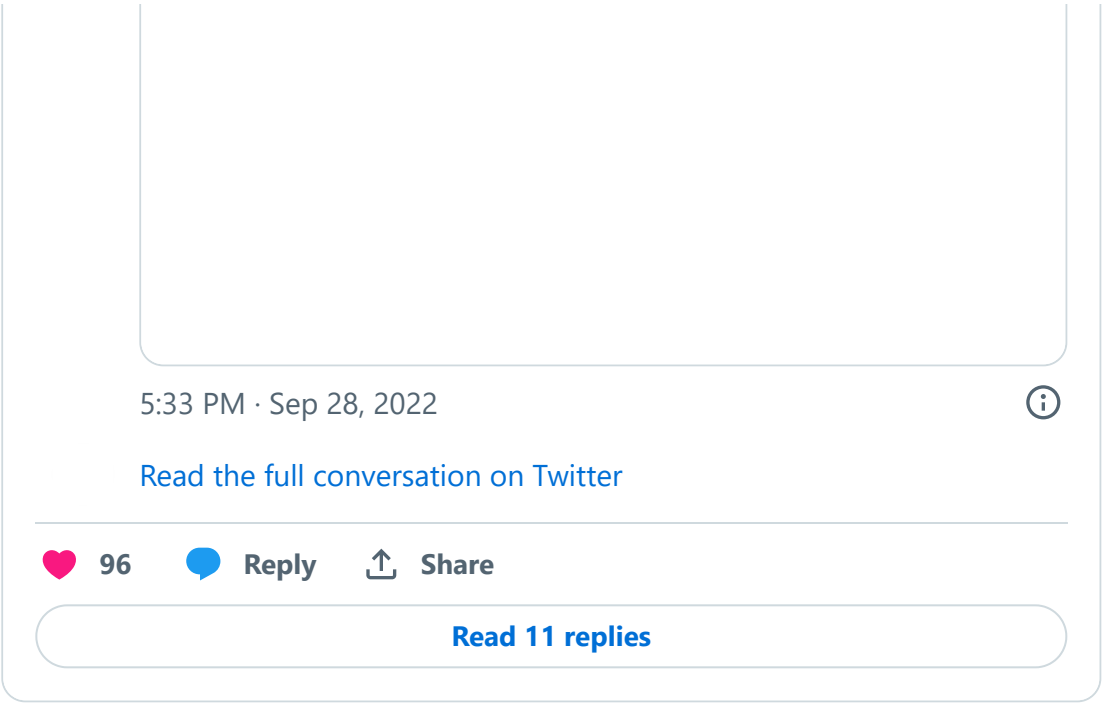

A man and woman were charged with engaging in organized criminal activity after police found them allegedly stealing a catalytic converter from a Toyota Tundra in a hotel parking lot in the 3100 block of Colorado Boulevard. In the suspects' vehicle, police reported they found four catalytic converters, a blade and a large saw.

Cracking down

Because catalytic converter thefts are a problem around Texas, Gov. Greg Abbott signed House Bill 4110 in 2021, making it a state jail felony to steal, buy or sell stolen catalytic converters. State jail felonies are punishable by six months to two years' imprisonment and a maximum $10,000 fine.

But in Texas, it's not illegal to possess catalytic converters, and it's been difficult for scrapyards to identify which ones are stolen and for law enforcement to track down where they were stolen, Dorweiler said.

The city of Denton has taken a few steps to try to combat this. On Oct. 25, the city passed an ordinance that makes it a Class C misdemeanor to be in possession of a catalytic converter that has been cut or unbolted without being able to provide proof of ownership of the vehicle from which the converter came.

The city also passed an ordinance making it mandatory for metal recycling businesses that are purchasing a catalytic converter to record the thumbprint of the person selling it, along with other information.

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"We're looking at new and innovative ways to respond to these kinds of setups and track them," Beckwith said. "We're working with our community partners, other jurisdictions and the dealerships in order to do that. ... We're all looking at different ways to respond to this and investigate these a little differently than we have before."

Dorweiler said Toyota has reached out to its dealerships to better understand how thieves are cutting the catalytic converters on different models to brainstorm designs that would make theft more difficult.

In the meantime, Toyota of Denton is offering people the option to install a shield over the catalytic converter to prevent theft. In addition, the dealership offers a catalytic converter etching service, which people can register for online. Toyota of Denton will etch a vehicle identification number and QR code onto a vehicle's catalytic converter, which is then registered with a national database to help law enforcement track who owns a catalytic converter. Interested vehicle owners can register for etching on Toyota's Take Back Denton webpage.

"If the catalytic converters are marking with a unique code and an officer pulls somebody over with a truck of catalytic converters that are marked, now that gives them probable cause to do a little investigation," Dorweiler said. "We're trying to give them as many resources to where if they do come up on somebody, whether they catch them in the act or pull them over to give them every opportunity to investigate."

Denton, Corinth and other area police departments have partnered with Toyota of Denton to spread awareness about catalytic converter theft, including an educational event that took place Saturday at Toyota of Denton. Vehicle owners got their catalytic converters etched for free.

"I deal with this every day. But the everyday person, they have no idea what a catalytic converter is, what it does, why people are stealing them," Dorweiler said. "A lot of it is educational for them and most importantly [Toyota of Denton wants] to give them some opportunity to better protect themselves in case there is a theft and hopefully maybe prevent that from happening."

BROOKE COLOMBO can be reached at 940-566-6882 and via Twitter at @brookecolombo.

How to prevent catalytic converter theft

AAA Texas' tips to help prevent catalytic converter theft:

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- When possible, park in well-lit areas and close to building entrances.
- If you have a garage at your house, park your car inside.
- If you own a high-clearance vehicle like a truck or SUV, store it in a secure location.
- Have the catalytic converter welded to your car's frame, which may make it harder to steal.
- Look into buying a converter-protection device that has been developed for the Toyota Prius and other vehicles targeted by thieves.
- Consider engraving your vehicle identification number (VIN) on the catalytic converter — this may help alert a scrap dealer that it was stolen and make it easier to find the owner.
- Security devices, such as locks, are available that attach to the converter, making it harder to steal.
- Calibrate your car's alarm to go off when it detects vibration.
- Carry a good insurance policy. Most insurance companies cover replacement costs if the vehicle owner has the optional comprehensive coverage.

Tags

Theft | Toyota | Toyota Of Denton | Toyota Tundra | Tundra | Denton Police Department | Police | Catalytic Converter | Stolen | Car | Vehicle | Parts | Manufacture | Corinth Police Department | Denton Police | Corinth Police | Law Enforcement | Investigation | Arrests | Criminal Activity | Scrap Yard | City | Denton | Ordinance | Painted | Early Childhood Education | Things To Do In Denton | Commerce | Crime | Economics | Dealership | Tim Dorweiler | Thief

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CITY OF CORINTH, TEXAS
ORDINANCE NO. 22-10-20-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 130 "OFFENSES AGAINST CITY REGULATIONS" OF TITLE XIII "GENERAL OFFENSES" OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH BY CREATING A NEW SECTION 130.05 TO BE ENTITLED "POSSESSION OF CATALYTIC CONVERTERS" AND BY AMENDING SECTION 130.01 "DEFINITIONS"; PROHIBITING THE POSSESSION OF USED CATALYTIC CONVERTERS AND PROVIDING FOR EXCEPTIONS TO THE SAME; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Corinth, Texas finds and determines that it would be advantageous and beneficial to the citizens of the City to amend the Code of Ordinances as set forth herein; and

WHEREAS, due to the precious metals of rhodium, palladium, and platinum contained in catalytic converters, the National Insurance Crime Bureau has reported that claims of catalytic converter thefts rose nationally from 3,389 in 2019 to 14,433 in 2020; and

WHEREAS, the City of Corinth ("City") had a total of 41 catalytic converter thefts during calendar year 2022; and

WHEREAS, on September 1, 2021, Texas H.B. 4110, codified as Subchapter A-3, Chapter 1956 of the Texas Occupations Code, was enacted to address this issue; however, the new law addressed only those trying to sell or purchase catalytic converters; and

WHEREAS, the intent of the state regulation was to attempt to address the problem by regulating metal recycling facilities; however, due to the increase in the number of catalytic converter thefts impacting residents of Corinth and surrounding communities, there is a need for a local law to allow law enforcement officers to be proactive in its efforts to prevent catalytic converter theft prior to the point that a perpetrator attempts to sell stolen catalytic converters; and

WHEREAS, the ordinance allows persons charged with an offense of possessing a stolen catalytic converter to present documentation similar to that designated sufficient by State law to prove lawful ownership; and

WHEREAS, City staff recommends adopting an ordinance focused on the possession of cut or un-bolted catalytic converters, which are common methods to remove the catalytic converters during theft as set forth herein;

WHEREAS, the City Council has determined that the interests of public health, safety and welfare are served by the adoption of this Ordinance prohibiting the unlawful possession of catalytic converters;

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

SECTION 2
AMENDMENTS

2.01. Chapter 130 "Offenses Against City Regulations" of Title XIII "General Offenses" of the Code of Ordinances of the City of Corinth, Texas is hereby amended by amending Section 130.01 "Definitions" to add the following definitions in alphabetic order and all other definitions contained within Section 130.01 shall remain the same:

§ 130.01 – DEFINITIONS.

…

CATALYTIC CONVERTER. An exhaust emission control device that reduces toxic gasses and pollutants from internal combustion; this includes any material removed from a catalytic converter.

…

METAL RECYCLING ENTITY. A business that is operated from a fixed location and is predominantly engaged in the practice as defined in the Texas Occupations Code, Title 12, Chapter 1956, as amended.

…

PERSON. Any individual, corporation, partnership, association, organization or similar entity.

2.02. Chapter 130 "Offenses Against City Regulations" of Title XIII "General Offenses" of the Code of Ordinances of the City of Corinth, Texas is hereby amended by adding a new Section 130.05 "Possession of Catalytic Converters" to read as follows:

§ 130.05 – POSSESSION OF CATALYTIC CONVERTERS.

(A) It shall be unlawful for any Person, other than a metal recycling entity, to intentionally, knowingly or recklessly possess a catalytic converter as defined in section 130.01, including without limitation a cut or un-bolted catalytic converter, that was removed from a motor vehicle.

(B) Affirmative Defense. It is an affirmative defense to the prosecution for an offense under section 130.05(a) if the person or entity:

(1) Provides proof of ownership of the motor vehicle from which the converter was removed, and can reasonably provide documentation or other evidence linking the catalytic converter to the vehicle, such as:
   a. the year, make, model and vehicle identification number for the vehicle from which the catalytic converter was removed; and
   b. a copy of the certificate of title or other documentation indicating that the Person has an ownership interest in the vehicle; or

(2) The Person presents proof that the possession of the catalytic converter lawfully passed from the owner of the vehicle from which the catalytic converter was removed to the Person in possession of the converter; or

(3) The Person presents proof that the catalytic converter was purchased from the owner of the catalytic converter who had lawful possession and ownership of the catalytic converter prior to its sale."

SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 4
SEVERABILITY

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5
SAVINGS/CONFLICT

In the event of a conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect.

SECTION 6
PENALTY

Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars ($500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving an intentional, knowing, reckless or criminally negligent violation of any provision of this ordinance or Code of Ordinances, as amended hereby, governing public health shall be subject to a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7
PUBLICATION/EFFECTIVE DATE

This Ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this Ordinance as required by the City Charter and state law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 20th day of October, 2022.

APPROVED:

_____
Bill Heidemann, Mayor

ATTEST:

_____
Lana Wylie, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney