



THE CITY OF CHANDLER CITY COUNCIL WILL MEET FOR A **SPECIAL** SCHEDULED MEETING **TUESDAY, JANUARY 27, 2015** IN **CHANDLER CITY HALL**, TEXAS AT **6:00 P.M.**

### AGENDA

- A. **CALL TO ORDER**
- B. **ROLL CALL AND ANNOUNCE IF A QUORUM IS PRESENT**
  
- C. **REGULAR SESSION:** Subjects to be discussed or upon which any formal action may be taken are as follows:
  - Item 1. Consider and act on Ordinance O-012715: Amending Chapter 1 General Provisions, Article 1.10 Parks and Recreation, Section 1.10.069 Activities for Profit
  - Item 2. Consider and act on Concession Agreement for River Park with Creekside Sports.
  - Item 3. Consider and act on Resolution R-012715: Amending the City of Chandler Police Policies to add a Taser Policy
  - Item 4. Workshop to consider and discuss the 2015 Road Maintenance Program

#### **Adjournment of Meeting**

**In compliance with the Americans with Disabilities Act, the City of Chandler will provide for reasonable accommodations for persons attending City Council Meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Shirley Parmer, City Secretary, at 903 849-6853.**

### CERTIFICATION

I certify that a copy of the January 27, 2015, workshop agenda of items to be considered by the Chandler City Council was posted on the City Hall bulletin board on January 23, 2015.

\_\_\_\_\_  
Shirley Parmer, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Shirley Parmer, City Secretary



# CITY OF CHANDLER

## Staff Report

**PROJECT:** Ordinance O-012715 amendment to Article 1.10 "Parks and Recreation" and in separate action Concession Agreement at River Park

**DATE:** CC: 1-27-15

**REQUEST:**

1. Consider and act on Ordinance O-102715 amendment to Article 1.10 Parks and Recreation"
2. Consider and act upon the Concession Agreement for River Park.

**OVERVIEW:** In November 2014, the City Council adopted a Resolution R-111114, sponsoring the Upper Neches Paddle Trail out of River Park as a part of the Texas Paddling Trails Program. The City has since made the application and is awaiting a response.

One of the State's requirements that the City was unable to fill at the time of application was to have canoe and kayak rentals available in the city. However, since that time a local retailer, Creekside Sports, has proposed to begin such a rental service. This service would be available at the local store during business hours but will also be offered at River Park at select times through a concession.

The Code of Ordinances has a section that controls For Profit Actives at a park.

(a) No agent, servant, or employee of the city having supervision or jurisdiction over any of the various city-owned parks may rent or allow the use of any of said parks to any person for the purpose of engaging in an enterprise for a profit unless as a part of a city sanctioned special event **or through a City Council approved concession agreement.**

The proposed revision adds the language in red which will allow the city to selectively allow concessions at a park regardless of whether there is a special event.

The attached Concession Agreement provides Creekside Sports the ability to have a concession at River Park following the rules

contained within that agreement. The Agreement has been reviewed by the City Attorney and contains requirements for insurance and liability waivers. The agreement will allow for the location of a maximum of a 9 x 20 portable building to be located on the north side of the park near the parking lot at a location mutually agreeable with the City and Creekside Sports. Signage will be allowed on the building. Two additional signs will be allowed to be placed in the park (one on north and one on south, in mutually agreeable locations) providing information on the canoe and kayak rentals and other services offered by Creekside Sports (maximum 4 x 4 per side).

**RECOMMENDED ACTION:**

1. Consider and act on Ordinance O-102715 amendment to Article 1.10 Parks and Recreation”
2. Consider and act upon the Concession Agreement for River Park.

**CITY CONTACT:**

John Taylor, City Administrator

**ATTACHMENTS:**

1. Ordinance # O-012715
2. Concession Agreement

ORDINANCE NO. O-012715

AN ORDINANCE AMENDING ARTICLE 1.10 “PARKS AND RECREATION”, OF THE CITY OF CHANDLER CODE OF ORDINANCES, DIVISION 3 “USE REGULATIONS”, SECTION 1.10.069 “ACTIVITIES FOR PROFIT” PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City of Chandler, Texas finds it is in the best interest of its citizens and promotes the health, safety and welfare of the public of the City of Chandler and its citizens to regulate activities in public parks;

WHEREAS, it is the city’s intent to allow select concessions in public parks when a public need arises that cannot be filled by a public service;

WHEREAS, it is the city’s intent to preserve and protect the public health, safety and welfare of the citizens of the City of Chandler and to balance public and private objectives through a concession agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Texas: The existing Article 1.10 of the Chandler Code of Ordinances be amended as follows:

Division 3. Use Regulations  
Sec. 1.10.069 Activities for profit

(a) No agent, servant, or employee of the city having supervision or jurisdiction over any of the various city-owned parks may rent or allow the use of any of said parks to any person for the purpose of engaging in an enterprise for a profit unless as a part of a city sanctioned special event or through a City Council approved concession agreement.

(b) This section shall not apply to local civic, religious, and charitable organizations. Said organizations shall make application to the city secretary for the use of any such park, setting forth in said application the name of the organization and its officers, the purpose for which said park is desired to be used, the length of time and a detailed statement showing the use of the revenue derived from the use of said park.

**Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, subsections, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Ordinance shall be declared unconstitutional by the judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not effect any of the

remaining phrases, clauses, sentences, paragraphs, subsections, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional or illegal phrase, clause, sentence, paragraph, subsection, or section.

**Repealer.** Any and all Ordinances of the City of Chandler, Texas in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions of the Ordinances of the City of Chandler not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**12. Penalty.** Any person, firm, or corporation found guilty of violating any of the provisions of this division shall be subject to a fine of not more than the maximum fine as provided for in Section 1.01.009 of the City of Chandler Code of Ordinances together with the costs of such prosecution. Each day during which a violation continues shall be a separate offense.

**13. Effective Date.** This Ordinance shall take effect immediately from and after its passage and its publication as required by law.

PASSED and APPROVED by the City Council of the City of Chandler, Texas  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED BY:

\_\_\_\_\_  
Ann Hall, Mayor

ATTEST:

\_\_\_\_\_  
Shirley Parmer, City Secretary

**CITY OF CHANDLER**

811 Hwy 31 East  
Chandler, TX  
75758  
903-849-6853

**CONCESSION AGREEMENT**

**AN AGREEMENT ENTERED INTO THIS THE 27<sup>TH</sup> DAY OF JANUARY 2015  
BETWEEN THE CITY OF CHANDLER, HEREIN THE CITY, AND CREEKSID  
SPORTS, HEREIN CONCESSIONAIRE, FOR THE PROVISION OF CONCESSION  
SERVICES AT CHANDLER'S RIVER PARK.**

In consideration of the mutual promises and conditions, including the provision of canoe and kayak rental services to the patrons of River Park, and recognition of your role as an independent contractor and not an employee of the CITY, do with the CITY agree as follows:

**I. DUTIES OF THE CONCESSIONAIRE:**

- A. The CONCESSIONAIRE shall provide a portable concession building to be located on the north side of the park near the parking lot, at a location mutually agreeable with the City and Creekside Sports. Building shall be a maximum of 9 x 20 or 180 square feet. Signage will be allowed on the building. Two additional signs will be allowed to be placed in the park (one on north and one on south) providing information on the canoe and kayak rentals and other services offered by Creekside Sports. These signs must be approved by the City and shall be a maximum 4 x 4 per side.
- B. The CONCESSIONAIRE shall provide all equipment, supplies, items and articles necessary for the provision of sales and rentals. **CONCESSIONAIRE must clean the area adjacent to the concession area, bag all trash and dispose of all trash in the appropriate area after each use.**
- C. The CONCESSIONAIRE shall provide and maintain the necessary inventory required to satisfy the public demand. All such products sold, rented or kept for sale by the CONCESSIONAIRE shall be first class in quality and conform to the Federal, State and CITY laws, ordinances and regulations in all respects.
- D. The CONCESSIONAIRE shall not offer for sale or rental any products that cannot be directly related to fishing, hiking and boating. Secondary food and drink sales are permitted. However, only prepackaged food items shall be sold, stored and handled unless all city, county and state health codes, inspections and permits are acquired and followed. **Glass containers are prohibited at all CITY recreation facilities.**

- E. The CONCESSIONAIRE shall not sell or distribute alcoholic beverages including beer, wine and spirituous liquors and/or any tobacco products.
- F. The CONCESSIONAIRE shall hire, employ, and pay the full compensation of all its employees engaged in the provision of aforementioned sales/rentals.
- G. The CONCESSIONAIRE at its expense shall identify each worker as an employee of the CONCESSIONAIRE.
- H. The CONCESSIONAIRE shall abide by all local, state, federal, and CITY rules, regulations, instructions and ordinances.
- I. The CONCESSIONAIRE shall display a price list of goods sold in full view of the public at all times during the operation.
- J. For the first 12 months of this Agreement, the CITY agrees that no monthly lease payments will be due. Following the first year of operation, the per month fee for this concession agreement will be re-evaluated.
- K. The CONCESSIONAIRE shall not sublease or transfer this contract or any portion thereof to any other party. In the event of a change in control of the contractor (as defined below), the CITY shall have the option of terminating this contract by written notice to the CONCESSIONAIRE. Control as used in this contract shall mean the possession, direct or indirect, of either (I) the ownership of or ability to direct the voting of, as the case may be fifty-one (51%) or more of the equity interest, value of voting power in the CONCESSIONAIRE or (II) the power to direct or cause the direction of the management and policies of the CONCESSIONAIRE whether through the ownership of voting securities, by contract or otherwise.
- L. The CITY reserves the right to suspend vendor permit and vendor operations if needed and CITY reserves the right to allow free promotional giveaways, events sponsored by the CITY and any partner (s), non-profit events and other special events at all CITY-owned facilities which may or may not prevent the CONCESSIONAIRE from vending during such promotional events. CITY will provide CONCESSIONAIRE advance notice of all events and CONCESSIONAIRE shall not receive any remittance from the CITY from such events.
- M. The CONCESSIONION at its expense is responsible for the installation of any/all additional equipment required to operate CONCESSIONAIRE'S business in the concession stand. However, the CITY will work in cooperation with the CONCESSIONION to improve a public launch area for canoes and kayaks.

## II. INDEMNITY AND INSURANCE

- A. The CONCESSIONAIRE shall indemnify and save harmless the CITY, its agents and employees and assigns from and against all losses, costs, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered under this contract.
- B. The CONCESSIONAIRE shall provide and maintain at its own expense during the term of this Concession Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) evidence of such programs satisfactory to the CITY and shall be delivered to the CITY on or before the effective date of this contract. Such evidence shall specifically identify this contract and shall contain the condition that the CITY is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance. Such insurance shall be primary to, and not contributing with any other insurance maintained by CITY, and shall name the CITY as an additional insured.

**INSURANCE:** Throughout the term of this contract, the contractor and any of his subcontractors will comply with the insurance requirements described in this section. In the event that the contractor fails to maintain required insurance, CITY shall be entitled to terminate or suspend the contract immediately.

The contractor agrees to purchase and maintain the following insurance coverage during the life of the contract:

**1) Commercial General Liability**

Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

CITY shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this agreement.

The contractor shall not commence any work in connection with the resulting contract until it has obtained all of the types of insurance set forth in this section and furnished the project manager with proof of insurance coverage by certificates of insurance accompanying the contract. The contractor shall be responsible for notifying CITY of any material changes (including renewals) to or cancellation of the insurance coverages required above. Notice to CITY must be completed in writing within 48 hours of the changes.

The contractor shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.

All insurance policies shall be written by insurers qualified to do business in the State of Texas. If any of the coverage conditions are met by a program of self-insurance, the contractor must submit evidence of the right to self-insure as provided by the State of Texas.

CITY shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the contractor and/or subcontractor.

The contractor's insurance shall be primary of any self-funding and/or insurance otherwise carried by CITY for all loss or damages arising from the contractor's operations under this agreement. The contractor and each of its subcontractors shall and does waive all rights of subrogation against CITY and each of the Indemnitees.

### **III. RIGHTS RESERVED BY THE CITY**

- A. The CITY shall permit the CONCESSIONAIRE to conduct concession sales/rentals, as specified below, at the following facilities owned or controlled by the CITY:
  - 1) River Park
  - 2) Special events, if requested. CITY and CONCESSIONAIRE agree to negotiate the amount of payment to the CITY for any/all special events as they occur.
- B. The CITY reserves the right to grant or deny additional concession contracts if needed. The CITY reserves the right to contract for the number and types of vendors it deems necessary for a special event (s).
- C. The CITY reserves the right to conduct random, unscheduled inspections of CONCESSIONAIRE'S operations to inspect sanitation and safety procedures and equipment, sales receipts, cash collection procedures and vending spaces/apparatus.
- D. The CITY reserves the right to order the removal of any item sold or kept for sale that is judged to be less than first class in quality by the CITY.
- E. The CITY is exempt from and not liable for any losses incurred by the

CONCESSIONAIRE during the term of this contract.

- F. The CITY reserves the right to determine, with the cooperation of the CONCESSIONAIRE, the location of the sales building, signs, and the location and access to the canoe and kayak launch area.

#### IV. TERM OF THE CONTRACT

The term of this contract shall be in effect as of the date as first written above through DECEMBER 31, 2015. Pending the CITY'S determination that all conditions and terms of this agreement have been successfully and satisfactorily performed, this agreement shall automatically renew for annual terms beginning on January 1, and expiring on December 31, annually thereafter unless CITY or CONCESSIONAIRE provides fourteen day (14) days written notice to cancel this agreement.

#### V. OPTION OF THE CONTRACT

The CITY reserves the right to terminate this contract immediately and for any reason CITY deems necessary by giving written notice to the CONCESSIONAIRE. CONCESSIONAIRE will immediately, upon receipt of a notification of cancellation, remove only CONCESSIONAIRE-owned operating equipment, materials and supplies and vacate CITY property. CONCESSIONAIRE is liable for payment for any damages to CITY property or removal of CITY- owned equipment.

The CITY reserves the right to terminate this contract immediately if: CONCESSIONAIRE fails any type of inspection associated with operations of the concession stand (s). Conditions created by imminent hazards are exempt. An imminent hazard is defined as fire, loss of power/water, earthquake, etc.

#### **CONDUCTING SALES/RENTALS ON CITY PROPERTY IS A PRIVILEGE**

By signing this document, the CONCESSIONAIRE acknowledges that he/she has voluntarily applied to the CITY to conduct sales/rental of food and/or non-food items within the CITY'S River Park. CONCESSIONAIRE further acknowledges and understands that this agreement can be instantly canceled for any reason including the following:

- A. Selling at any unauthorized location or any unauthorized items.
- B. Quality of goods, condition of equipment, appearance of employees, or any other factor whatsoever which does not represent the CITY in the highest manner.
- C. Failure to remove any trash associated with sales on park property including trash which may have been inappropriately placed by customers.

- D. Sales of any drink item where the customer is given a glass container.
- E. The Department is notified of unpaid taxes or other legal matters by any branch of local, state, or federal government or its associated agencies.
- F. Expired or inadequate insurance.
- G. Failure to comply with any local, state or national health and/or safety law, rule, regulation, or instruction.
- H. Failure to comply with any CITY rule, regulation, or instruction.
- I. Failure to pass any CITY, State or Federal Health Department inspection.

**Violation of any of the above will be grounds for immediate termination of the contract with the CITY.**

*The CITY reserves the right to assign concessionaires to specific parks and other sites within parks to ensure a controlled sales environment appropriate for public property. Concessionaires are not permitted to show up at parks unannounced and are not allowed to park trailers or carts without advance approval by the appropriate staff.*

In WITNESS WHEREOF, the parties have duly executed this Contract as of the date first above written.

**CONTRACTOR:**  
**CREEKSIDE SPRORTS**

\_\_\_\_\_  
**Contractor Signature**

**CITY OF CHANDLER:**  
**MAYOR**

\_\_\_\_\_  
**Ann Hall**

**ATTEST:**  
**CITY SECRETATARY**

\_\_\_\_\_  
**Shirley Parmer**

**APPROVED AS TO FORM:**  
**CITY ATTORNEY**

\_\_\_\_\_  
**Blake Armstrong**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

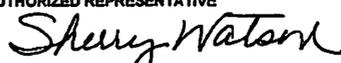
<b>PRODUCER</b>  <b>Texas Insurance Agency, Inc.</b> <b>412 E. Tyler Street</b> <b>Athens, TX 75751</b>	<b>CONTACT NAME:</b> Sherry L. Watson	
	<b>PHONE (A/C, No, Ext):</b> 903-675-5751	<b>FAX (A/C, No):</b> 903-677-5899
<b>E-MAIL ADDRESS:</b> Swatson@Texasins.net		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  <b>Creekside Sports</b> <b>PO Box 749</b> <b>Chandler, TX 75758</b>	<b>INSURER A:</b> Ohio Security Ins. Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 00003632-0                      **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR   WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BKS55612848	06/06/2014	06/06/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					MED EXP (Any one person) \$ 15,000
	AUTOMOBILE LIABILITY					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					PRODUCTS - COM/OP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						WC STATUTORY LIMITS    OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is named as additional insured in regards to General Liability policy.

<b>CERTIFICATE HOLDER</b>  <b>City of Chandler</b> <b>811 HWY 31 E</b> <b>Chandler, TX 75758</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (SLW)
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**CITY OF CHANDLER**

**RESOLUTION R-012715**

**RESOLUTION OF THE CITY OF CHANDLER APPROVING  
AN AMENDMENT TO THE CITY OF CHANDLER POLICE  
POLICIES ADOPTING A TASER POLICY.**

WHEREAS, the City of Chandler has an Police Department Policy Manual adopted by City Council;  
and

WHEREAS, the purpose of the Manual is to ensure the safety of the citizens and to the patrol officers;  
and

WHEREAS, the City of Chandler Police Department has purchased Tasers as a defensive control  
measure; and

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

SECTION 1. That the attached Taser Policy be adopted and added in the Use of Force Chapter.

PASSED AND APPROVED by City Council in Chandler, Texas, on this the 27th day of January, 2015.

The City of Chandler, Texas

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Ann Hall, Mayor

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Shirley Parmer, City Secretary

**COPY**

# City of Chandler Police Department

<b>Subject</b> Tasers	<b>Date of Issue</b>	<b>Effective Date</b>
<b>Issuing Authority</b> Chief of Police	<b>Chapter</b> Use of Force	<b>Pages</b> 4
<b>General Order Number</b>	<b>New ( X )</b> <b>Amends ( )</b> <b>Rescinds ( )</b>	

## TASERS – ELECTRONIC CONTROL DEVICE

The purpose of this policy is to authorize the use of a Taser as a control measure. All sworn officers must meet and comply with the requirements of this policy.

A Taser, is an electronic control device. It is a defensive weapon, which is listed in the force continuum at the same level as aerosol chemical sprays.

- A. The decision to use the Taser is based on the same criteria an officer uses when selecting to deploy chemical spray or a baton. The decision must be made dependent on the actions of the subject(s) or the threat facing the officer(s), and the totality of the circumstances surrounding the incident. In any event, the use of the Taser must be reasonable and necessary.
- B. The Taser is not meant to be used in deadly force situations. The Taser should not be used without a firearm back up in those situations where there is a substantial threat present.
- C. All officers must be certified as an end user by a TASER certified instructor prior to being authorized to deploy the device in the field. This training shall consist of a minimum of six hours of instruction with the successful completion of a written exam and proficiency exam. In addition, the officer must attend annual in-service training to remain certified.

## AUTHORIZED DEPLOYMENT OF THE TASER

1. When fired the Taser emits a sound similar to small caliber gunfire, although it is significantly lower in volume. Thus to reduce the likelihood of an accidental discharge of a backup officer due to a “**Sympathetic fire response**” the officer deploying the Taser should take appropriate steps to ensure safety. Anytime the Taser is deployed in a tactical setting, the officer using the Taser shall announce that he/she is about to deploy by saying “**TASER!**” in a clear and audible tone, so that the other officers will be aware that the shot is coming from a Taser and not a firearm. This will further decrease the likelihood of an accidental discharge of a backup officer should he/she be present at the time of the Taser’s utilization and deployment.
2. Upon firing the device, the officer shall cycle the Taser on the subject the least number of times and no longer than necessary to accomplish the legitimate operational objective. The subject should be secured as soon as practical while incapacitated by the electronic control device to minimize the number of deployment cycles. In determining the need for additional cycles, officers should be aware that a subject may not be able to respond to commands during or immediately following exposure.

3. The center mass of the subject's back should be the primary target; center mass of the abdomen or legs are the secondary targets. Fixed sights should be used as the primary aiming device and the laser dot as the secondary aiming device.
4. The device may also be used in certain circumstances in a touch stun mode. Touch stun involves removing the cartridge and pressing the unit against an appropriate area of the body base on training. When the device is used in this manner, it is primarily a pain compliance tool due to a lack of probe spread, it is minimally effective compared to conventional cartridge deployment and is subject to the same deployment guidelines and restrictions as those of the cartridge deployment. If the cartridge has been fired, it is not necessary to remove the cartridge to use the device in the touch stun mode. If one of the probes is in contact and the officer does not remove the cartridge, use of the Taser in this fashion will provide Neuro-Muscular incapacitation as if the other probe is attached.
5. Subjects who have received an electrical charge from the Taser system will be treated in the following manner:
  - a. Once the subject has been secured the arresting officer will notify EMS and have them respond to the scene. Probes that have penetrated the skin will be removed only in the manner prescribed in the department training course. Only medical personnel may remove or direct to be removed any Taser probes that are embedded in soft tissue areas such as the neck, face, and groin. EMS personnel will determine if the subject should be transported to the hospital for treatment. If the subject requests medical treatment they will be transported to the hospital for treatment.
  - b. If the probes are no longer attached to the subject, and EMS personnel determine the subject does not need to be transported to the hospital for treatment, the subject should be transported to the Henderson County Jail.
  - c. If the subject is transported to the hospital for treatment, the arresting officer will obtain a medical release from the doctor before the subject is transported to the Henderson County Jail.
  - d. The following situations require the subject to be transported to the hospital:
    1. If the subject does not appear to recover properly.
    2. If the subject is in a potentially susceptible population group, i.e. children, the elderly, persons of small stature irrespective of age, or those the officer has reason to believe are pregnant, equipped with a pacemaker, or in obvious ill health.
    3. If the subject has received more than three energy cycles.
    4. If the subject has had more than one Taser used against him or her at the same time in any given incident.
    5. If the subject has been subjected to a continuous energy cycle of 15 seconds or more.

6. If the subject has exhibited signs of extreme uncontrolled agitation or hyperactivity prior to the Taser deployment.
- e. When the device has been used, the officer shall collect and tag into property the cartridge, wire leads, and darts as evidence.
- f. Photographs will be taken of the probe impact sites and other related injuries.
- g. Jail personnel shall be informed that the subject was controlled by the use of a Taser.

### **TOTALITY OF THE CIRCUMSTANCES REGARDING THE USE OF FORCE**

The officer must always consider the totality of the circumstances when deciding what would be a reasonable amount of force. Some of the factors to consider include:

- 1) officer/subject size disparity
- 2) officer/subject strength disparity
- 3) officer/subject skill disparity
- 4) officer/subject age disparity
- 5) Officer's perception of the subject's willingness to resist
- 6) Officer's perception of the immediate threat to the subject, officers and others
- 7) Suspect's criminal/violent history if known by the officer
- 8) Officer's location is a hostile environment
- 9) Officer's perception of the subject being under the influence of CNS (central nervous system) stimulants and other narcotics/alcohol that effect pain tolerance and violence

### **LIMITATIONS FOR USE OF TASER**

The Taser **WILL NOT** be used:

- a. When the officer knows that the subject has come in contact with flammable and/or volatile substances, or explosive materials are present.
- b. When the subject is in a position where a fall could reasonably be the cause of substantial injury or death (such as in/over water or on an elevated structure).
- c. Punitively for the purposes of coercion or in any unjustified manner.
- d. To escort an individual.
- e. To awaken unconscious individuals.
- f. On any suspect who does not demonstrate an overt intention to use violence or force against the officer or another person.
- g. When visibly pregnant, unless deadly force is the only other option available to the officer(s).

The Taser **SHOULD NOT** be used:

- a. When the subject is operating a vehicle.
- b. When the subject is holding a firearm.
- c. When the subject is a child, elderly, or is physically disabled.
- d. In a situation where deadly force is clearly justified unless another officer is present and capable of providing deadly force should it become necessary to protect the officers and /or others.
- e. When a prisoner is handcuffed, absent overtly assaultive behavior that cannot be reasonably dealt with in any other less obtrusive fashion.
- f. On any subject that is fleeing or evading on foot.

#### **ADDITIONAL LIMITATIONS (RANGE)**

The Taser has an effective range of 3 to 13, with a 15 foot cartridge; and a 3 to 19 feet range with a 21 foot cartridge. Ranges under 3 feet may not provide adequate distribution of the probes to allow the unit to function properly.

#### **OFFICER REPORTING REQUIREMENTS**

The officer that deployed the Taser will complete the department's Taser Use of Force Report Form. One copy will become part of the case file, one copy is forwarded to the Chief of Police and one copy shall be forwarded to the department's Taser Instructor for reporting to Taser International's database.



# Chandler Police Department Taser Use of Force Report

Date	Time	Case #	Reporting Officer	Location

Subjects Name	Date of Birth	Race	Sex

Taser: Taser Type: \_\_\_\_\_ Taser Serial # \_\_\_\_\_

Warning Type before Taser Utilized: (check all that apply)

No Warning: \_\_\_\_\_ Verbal Warning: \_\_\_\_\_ Laser function: \_\_\_\_\_ Spark Function: \_\_\_\_\_

After Warning Subject \_\_\_\_\_ resulting in \_\_\_\_\_ being utilized.

Type of Deployment: Number of deployments: Probe \_\_\_\_\_ Drive \_\_\_\_\_

Was the Taser deployment effective? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If deployment ineffective list contributing cause: \_\_\_\_\_

**Injury to subject as a result of force:** \_\_\_\_\_

**Injury to officers:** \_\_\_\_\_

**1. Attach copy of Officers report to this sheet include names and addresses of all witnesses to use of force.**

**2. Supervisors will interview all witness to use of force and attach a copy of statements.**

**Taser Submitted for Download to:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewed by the Chief:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# CITY OF CHANDLER

## Staff Report

**PROJECT:** 2015 Street Maintenance/Repair Program Work Session

**DATE:** CC: 1-27-15

**REQUEST:** Consider and provide direction on a proposed 2015 Street Maintenance/Repair Program.

**OVERVIEW:** The 2015 Operating Budget has \$130,000 earmarked for Material Street Repair. The following is a proposed **2015 Street Repair/Maintenance Program**. This is being provided for discussion purposes only in order to get Council direction.

In November 2014, a Residential Street Condition Appraisal was completed. (See attached map) This review looked specifically at the asphalt condition of the streets and assessed a pavement condition index to all residential streets. The index has 4 categories:

1. **Above 80% (excellent)**
2. **80% to 65% (good)**
3. **65% to 55% (needs resurfacing/reconstruction)**
4. **Less than 55% (needs resurfacing/reconstruction)**

**Preservation** - Referring to the attached map it is clear that the majority of Chandler's streets are in the 80% to 65% pavement condition category. This is considered a good condition but it is important that the city recognize the need to spend some budget every year to preserve these streets in the good condition they are in.

There are at least two ways to preserve good asphalt – seal coat/ chip seal or a penetrating oil.

**Chip Seal** - Many cities in Texas utilize "seal coats" as a part of their annual street maintenance program. The pavement life of an existing street can be extended by as much as ten years by applying a fresh layer of asphaltic oil and rock aggregate to the pavement to establish a new driving surface. The oil also acts to seal the existing surface to prevent further deterioration of the pavement structure. However, if a

city has small quantities of seal coat to be placed each year, the cost can be expensive.

Chandler has been approached to enter into an inter-local agreement for seal coat projects which will allow cities to combine their individual small quantities into a larger single contract. Cities that participate in the inter-local agreement can realize a price reduction due to the larger quantities entertained in the combined contract, allowing "economy of scale" savings.

This year, there are three cities that are going to participate in an inter-local agreement for seal coat services. All three of these cities have passed council resolutions to enter into the inter-local agreement. They are:

- Gladewater (who will hold the contract)
- White Oak
- Kilgore

Whitehouse will consider the interlocal agreement at their meeting on January 27.

If the City of Chandler desires to be a part of the inter-local agreement, we would place a resolution to enter into the agreement on the next Council Agenda.

Along with the inter-local agreement, the City would enter into an engineering contract with SPI to perform data collection, put together the plans & specifications, and perform construction administration for the work to be done in Chandler.

Penetrating Oil – An alternative to using chip seal is using a product which is an oil that penetrates the asphalt. A portion of the work session will be a presentation by Robert "Rob" Wiggins with Pavement Restoration, Inc. The product they sell is called Reclamite® Preservative. This is a penetrating oil which will extend the life of the asphalt. Several cities in our area have elected to use this process over the years. Including Tyler, Gun Barrel City and Kilgore. Kilgore has a 3 year history with the product. The first year they did a \$50,000 pilot project, second year increased it to 200,000 and the third year they increased it to 250,000. They also do chip seal and are trying to alternate the oil and the chip seal.

With a limited budget we can cover more streets with the oil as opposed to the chip seal. It is approximately half the cost (\$1.10 sy. for oil compared to \$2.20 sy for chip seal). Whichever option we

decide on we should budget every year for preservation in addition to repair. The goal would be to cover all 80% to 65% condition streets with either chip seal or oil in a 5 year period.

**Repair** - The street inventory indicates some streets falling in the 65% to 55% level. These streets would need to be resurfaced or reconstructed prior to any preservation effort.

These streets include:

1. 4<sup>th</sup> Street
2. Magnolia
3. Dogwood
4. Oak
5. Redbud
6. Neches
7. Shea
8. Dollie
9. Walton
10. Wallace
11. Loving

Every year we should work to resurface/reconstruct one or more of these streets. Of all the streets on the list, 4<sup>th</sup> Street has the greatest amount of traffic but also will be the most expensive. Next year we should budget to perform the engineering and phasing of how this road can be improved.

This budget year, due to its manageable size and the Elementary School traffic it is recommended that MA Wallace be targeted for reconstruction. The proposal would be to do a total reconstruction not just an overlay on this 500' of street.

**Approach Widening** - The Street Condition Appraisal does not examine street widths. A separate survey of intersection widths identifies 13 streets with an intersection with Hwy. 31 or 315 with less than 20' of width. These include:

(on 315)

1. Walnut
2. Magnolia
3. Main east
4. Main west
5. Trigger

(on Hwy 31)

1. Hardee

2. Loving
3. 2<sup>nd</sup> north
4. 2<sup>nd</sup> south
5. 3<sup>rd</sup> south
6. Main north
7. Main south
8. Parker

The 2015 proposal includes a concentrated program to widen all of these intersections. This work can be done in-house by our Public Works staff for \$1,500 to \$2,500 per intersection. Estimating a total program cost of \$32,500.

All work will be performed within the TXDOT right-of-way and will require work to be done to State specifications and permitting. Staff would permit these in batches, which will save review time, and could be expected to complete an average of 2 per month over the next 6 to 7 months.

**Storm Drainage** - Storm drainage work also comes out of this budget. The city currently has storm drain failures occurring on Suzie at 2 locations. If these are not corrected damage to the street will occur. One repair requires work of a 3<sup>rd</sup> party for \$9,000 and the second location can be repaired in-house for \$1,000.

Another storm drain failure is occurring on Main Street west of 3<sup>rd</sup> street. Cost estimates have not been completed on this needed repair.

**Recommendation in summary – (estimates)**

*(Preservation - Oil* 25,000)

*or*

Preservation – Chip seal (4500' x 30 = 15,000sy) 48,645\*

Approach widening – (13 streets) 32,500

Susie Storm Drainage repair – 10,000

Main Street drainage and street repair - 7,500

MA Wallace reconstruction (500') - 30,000

Misc. - 1,355

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\$130,000

\*4500 lf x30 = 135,000 sf

135,000 sf / 9 = 15,000 sy

15,000 sy x \$2.30/sy = 34,500

20% contingency = \$6,900  
Subtotal = 41,400  
Engineering fee = 17.5% = 7245  
Total = \$48,645

**RECOMMENDED  
ACTION:**

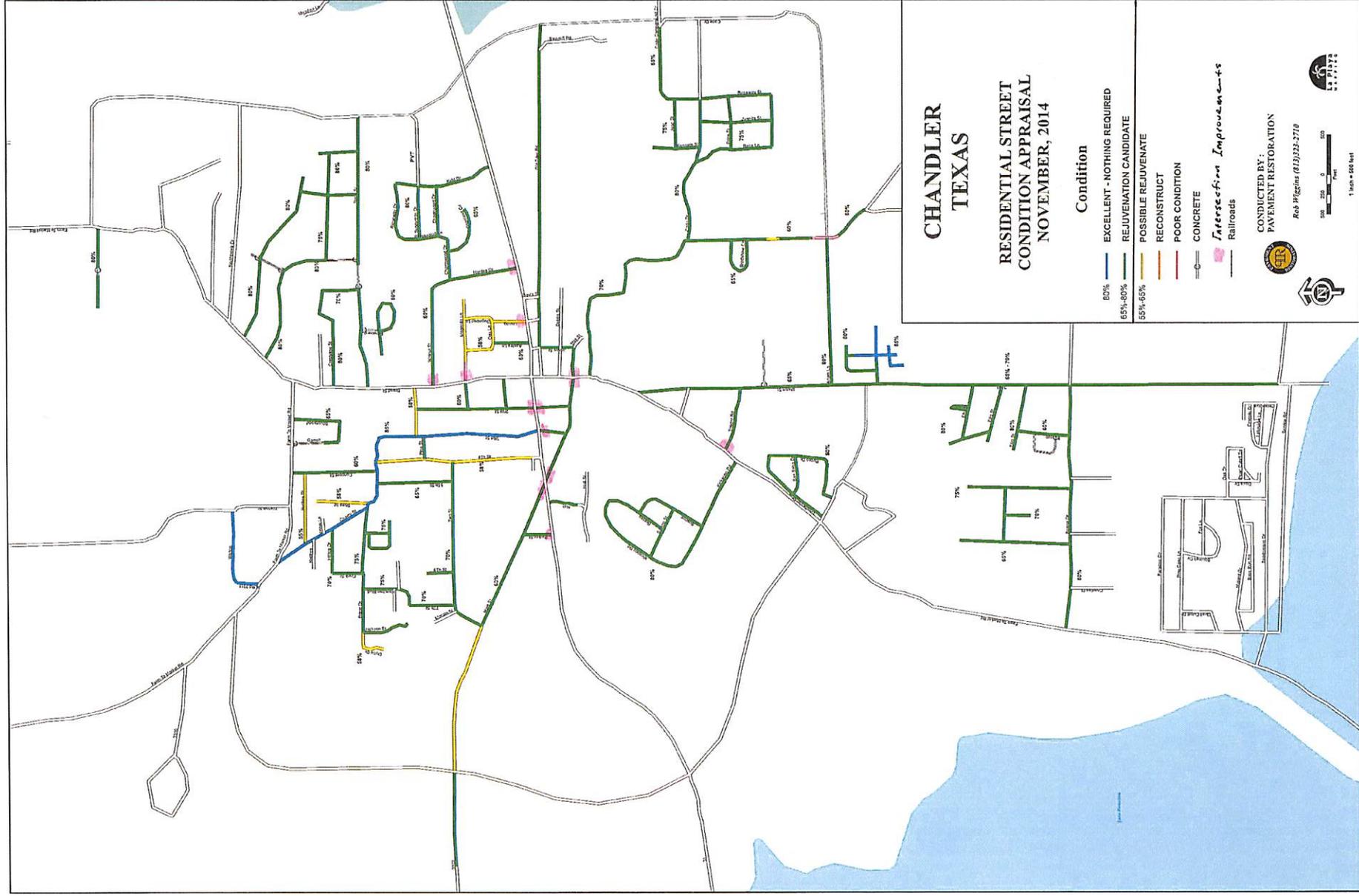
Review and discuss the Draft 2015 Street Repair/Maintenance Program and provide direction

**CITY CONTACT:**

John Taylor, City Administrator  
Jon Hall, Public Works Director

**ATTACHMENTS:**

1. Residential Street Condition Appraisal



**CHANDLER  
TEXAS**

**RESIDENTIAL STREET  
CONDITION APPRAISAL  
NOVEMBER, 2014**

- Condition**
- 80% EXCELLENT - NOTHING REQUIRED
  - 65%-80% REJUVENATION CANDIDATE
  - 55%-65% POSSIBLE REJUVENATE
  - RECONSTRUCT
  - POOR CONDITION
  - CONCRETE
  - Intersections Improvements
  - Railroads

CONDUCTED BY:  
PAVEMENT RESTORATION  
Rob Higgins (813)322-2710

