

ORDINANCE NO: _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A COOPERATIVE AGREEMENT WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT ESTABLISHING THE RANGE CREEK PUBLIC HUNTING AREA; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City of Denton ("City") and Texas Parks and Wildlife Department ("TPWD") originally entered into Project Cooperative Agreement for the Range Creek Wetlands on August 23, 2001; and

Whereas, the City and TPWD seek to continue a project partnership; and

Whereas, the City and TPWD are interested in protecting existing wetlands and preserving public hunting within the Range Creek Public Hunting Area ("RCPHA"); and

Whereas, TPWD will operate the RCPHA as a portion of the Ray Roberts Public Hunting Lands ("RRPHL"); and

Whereas, TPWD will facilitate improvements to RCPHA access points and will administer public hunting permits for the RRPHL, including the RCPHA; and

Whereas, TPWD will ensure that all public hunting rules, regulations, and guidelines are enforced; and

Whereas, public activities, other than hunting will be determined and administered by the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager, or his designee, is hereby authorized to execute on behalf of the City the Cooperative Agreement between the City of Denton and Texas Parks and Wildlife establishing the Range Creek Public Hunting Area, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or his designee, is further authorized to carry out all duties and obligations to be performed by the City under the Agreement.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____; the Ordinance was passed and approved by the following vote [____ - ____]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Chris Watts, Mayor:	_____	_____	_____	_____

Gerard Hudspeth, District 1:

Keely G. Briggs, District 2:

Don Duff, District 3:

John Ryan, District 4:

Deb Armintor, At Large Place 5:

Paul Meltzer, At Large Place 6:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2019.

CHRIS WATTS, MAYOR

ATTEST:

JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

AARON LEAL, CITY ATTORNEY

BY: _____



COOPERATIVE AGREEMENT
Between
CITY OF DENTON and
TEXAS PARKS AND WILDLIFE DEPARTMENT
Establishing the
RANGE CREEK PUBLIC HUNTING AREA
1/1/19

INTRODUCTION

This Cooperative Agreement (the "Agreement") between the City of Denton, a Texas home-rule municipal corporation ("Denton"), and Texas Parks and Wildlife Department ("TPWD") is for the designation and management of the Range Creek Public Hunting Area ("RCPHA") and is to be effective beginning January 1, 2019, or upon signature by both parties, whichever is later, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code.

1. AREADESCRIPTION

The parties hereby designate the following land as the RCPHA, an area to be administered as part of a public hunting program, along with the adjacent Lake Ray Roberts Public Hunting Area (RRPHA). The RCPHA consists of wetlands, flood plains, dry land, and shoreline, northeast of and adjacent to the waters of Lake Ray Roberts (formerly Aubrey Lake). RCPHA is under U.S. Army Corps of Engineers ("USACE") ownership.

The RRPHA is depicted in a map in Exhibit A. The RCPHA is depicted in a map in Exhibit B, and described in contract #DACW63-80-C-0107, CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF DENTON TEXAS FOR RECREATIONAL DEVELOPMENT AT AUBREY AND LEWISVILLE LAKES, TEXAS.

2. SCOPE

It is agreed that:

- A. Denton and TPWD enter into this Agreement to help protect wetlands and surrounding area, and to preserve public hunting within the RCPHA. The parties understand that, without this Agreement, the users and the habitat in RCPHA could be negatively impacted by a lack of rules, guidelines, and oversight for public use
- B. TPWD will operate the RCPHA as a portion of the Ray Roberts Public Hunting Lands ("RRPHL").
- C. TPWD will develop and/or improve public access points at three locations, as more fully described in Exhibit C attached hereto, and will administer public hunting permits for the RRPHL area, including the RCPHA.
- D. TPWD will administer public hunting on the RRPHL, including RCPHA, under regulations established by the Public Lands Proclamation and specified in the most recent edition of the Public Hunting Lands Map Booklet.
- E. Hunting for designated legal species by defined means and dates as specified in the current Public Hunting Lands Map Booklet shall be allowed on the RRPHL, including the RCPHA
- F. Persons hunting on the RRPHL and RCPHA must possess a valid TPWD hunting license and a current Annual Public Hunting Permit.
- G. Public activities, other than hunting, in the RCPHA will be determined and administered by Denton and will not be subject to regulations established by the Public Lands Proclamation as specified in the current Public Hunting Lands Map Booklet.
- H. TPWD shall retain revenue generated from the sale of Annual Public Hunting Permits for hunting activity on the RRPHL and RCPHA.
- I. TPWD may work with a non-profit conservation organization to complete any and all maintenance, public access needs, and improvements associated with RCPHA and RRPHL as outlined in this Agreement.

J. This Agreement is executed for the mutual consent and agreements to obligations herein between Denton and TPWD, and shall not require the payment of funds, goods, or services by either party to the other party.

3. RESPONSIBILITIES

Under this Agreement, it will be the responsibility of TPWD to:

- A. Adopt season dates, methods, and rules for public hunts from TPWD established county wide seasons and bag limits, under the authority of Chapter 81, Parks and Wildlife Code.
- B. Develop or enhance public access points at three locations at Range Creek as described in Exhibit C.
- C. Provide, erect, and maintain boundary markers sufficient to identify the RCPHA as part of the RRPPL.
- D. Provide for enforcement of state wildlife laws on the public hunting area.
- E. Promulgate public hunting area rules and regulations pertaining to the harvest of game species.

4. JOINT RESPONSIBILITIES - TEXAS PARKS AND WILDLIFE DEPARTMENT/CITY OF DENTON

Under this Agreement, it will be the joint responsibility of both Denton and TPWD to:

- A. Conduct surveillance of the RCPHA, as appropriate, and report items of concern to the responsible agency.
- B. Provide information to the public regarding hunting and general use regulations applicable to the public hunting area.
- C. Retain records related to this agreement for a minimum of four (4) years after its expiration.

5. TERM

This agreement shall become effective January 1, 2018, or upon signature by both parties, whichever is later, and shall terminate on April 30, 2025.

An extension to this agreement may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

6. MISCELLANEOUS PROVISIONS

Texas Public Information Act: Denton is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If Denton receives any requests for information created pursuant to or that pertains to this contract, Denton will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.

Termination for Default: Either party may, by written notice of default to the other party, terminate this Contract, in whole or in part, for cause if said party fails to perform in full compliance with the contract requirements, through no fault of the non-defaulting party. The non-defaulting party will provide a thirty (30) day written notice of termination to the defaulting party of intent to terminate, and will provide the defaulting party with an opportunity for consultation with the non-defaulting party prior to termination.

Other Law: The parties will comply with all applicable law and regulations in acting under this Agreement and all subagreements.

Entire Agreement Modifications: The Agreement supersedes all prior agreements, written or oral, between Denton and TPWD and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Denton.

Venue and Governing Law: This Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

Executed this _____ day of January, 2019, by the undersigned, duly authorized individuals on behalf of their respective agencies.

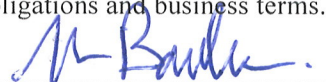
CITY OF DENTON

By: Todd Hileman, City Manager

Date

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED

as to financial and operational
obligations and business terms.



Signature
General Manager - Utilities
Title
Utilities

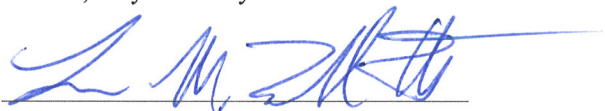
Department

Date Signed: 1-2-2019

ATTEST:
Jennifer Walters, City Secretary

By: _____

Approved as to Legal Form:
Aaron Leal, City Attorney

By: 

TEXAS PARKS & WILDLIFE DEPARTMENT

By: Clayton Wolf, Director of Wildlife Division

Date

Exhibit A

Lake Ray Roberts

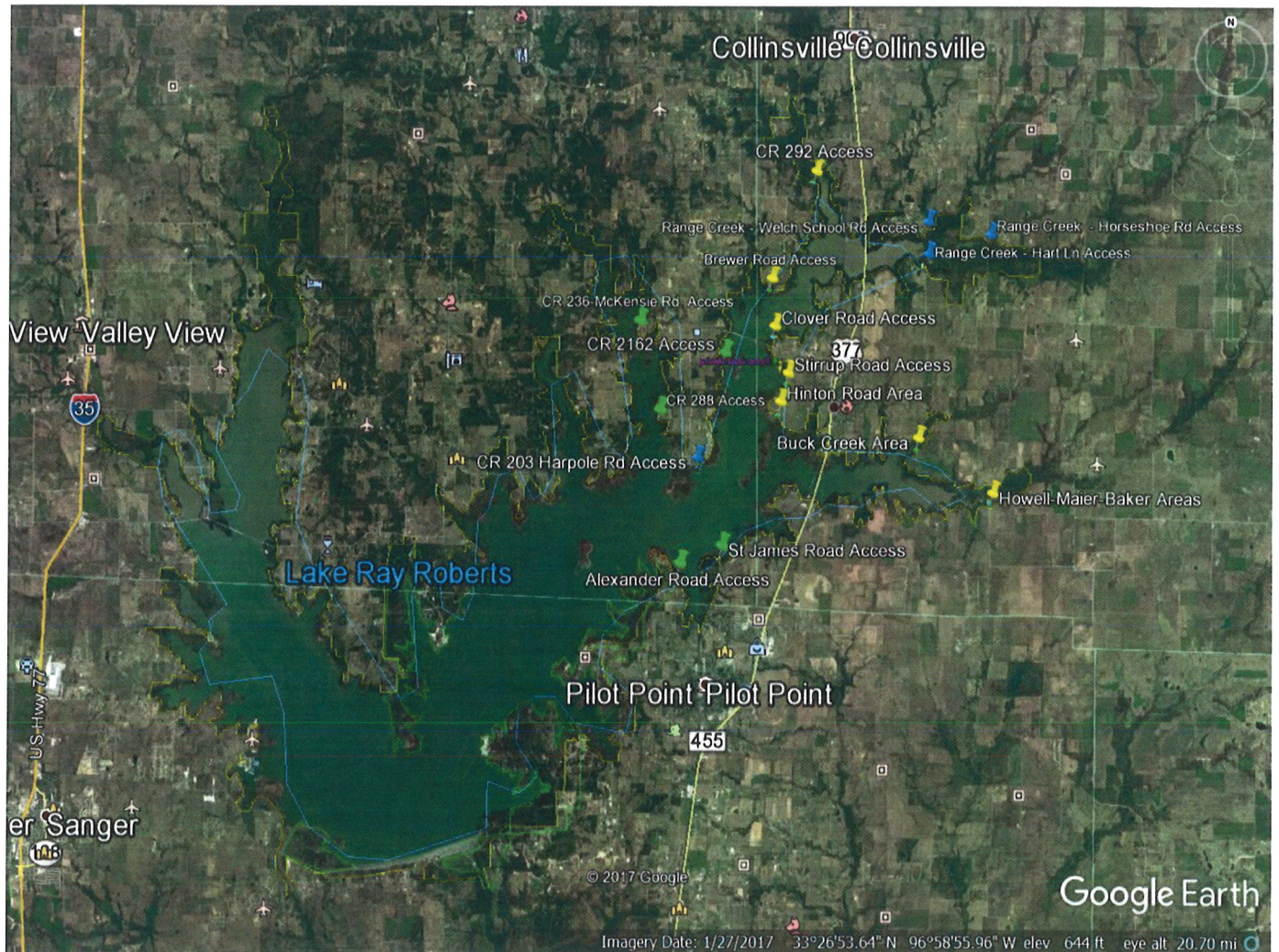


EXHIBIT B

Range Creek Public Hunting Area

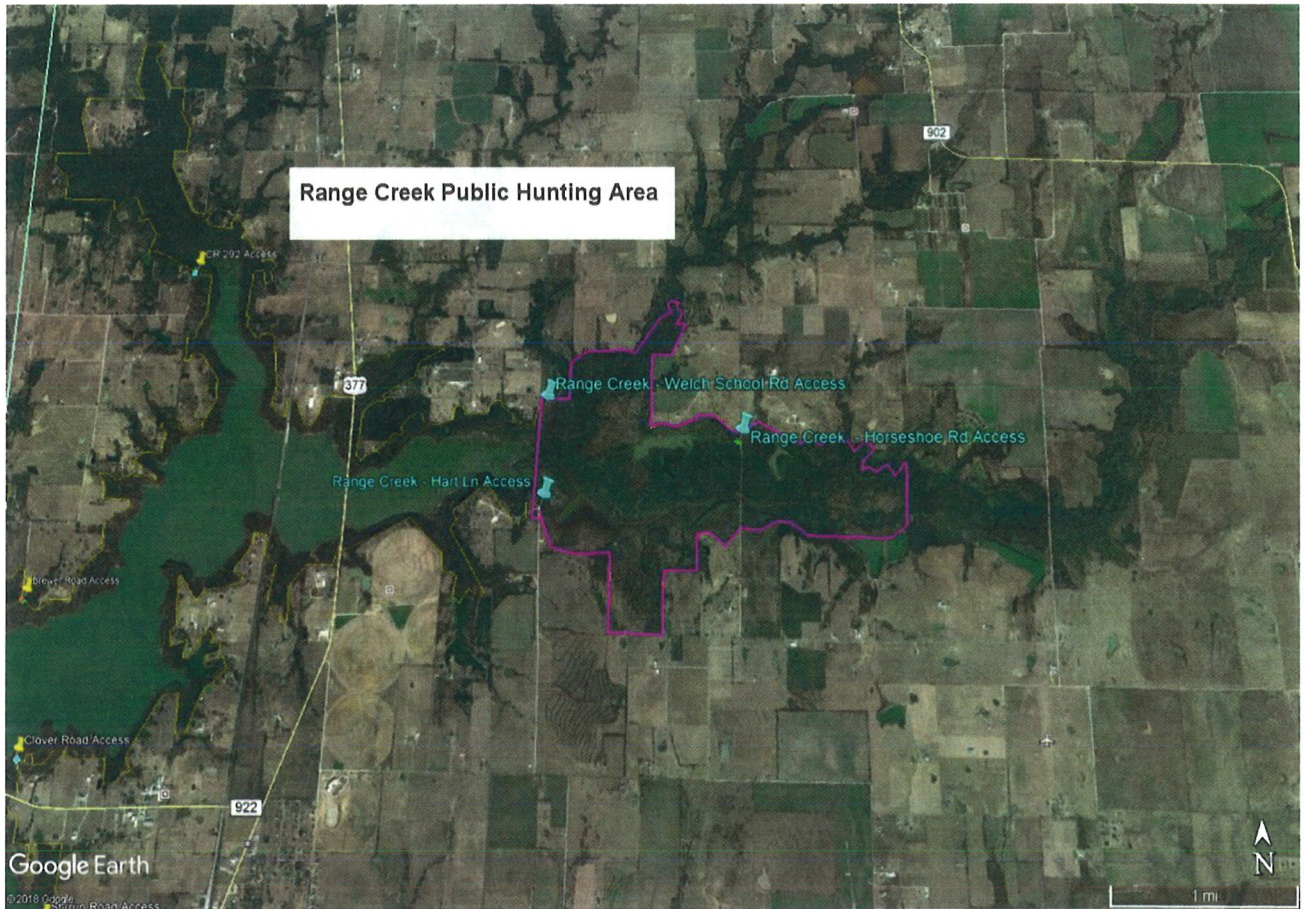


EXHIBIT C

Range Creek Public Hunting Access Projects

The following access project plans are included in the current 2018 Annual Plan for the Ray Roberts Public Hunting Area (Lands).

Project #7

Hart Lane Access Project – GPS Location: __33° 30' 12.12 North by 95° 53' 17.03 West

See attached pictures, designs and descriptions provided below. All project elements are approximate in the described size, scope and location.

All items of work will be accomplished, using materials and workmanship of equal or better quality as those typically used on public access points for similar project installations at the Lake Ray Roberts project. In the event that such materials are not available, then new or replacement materials must be of a quality and installed with methods and workmanship, according to the attached Appendix A - U.S. Army Corps of Engineers Specifications for Vegetation Clearing, Fence and Gate Building.

Range Creek Locator for Hart Lane Access

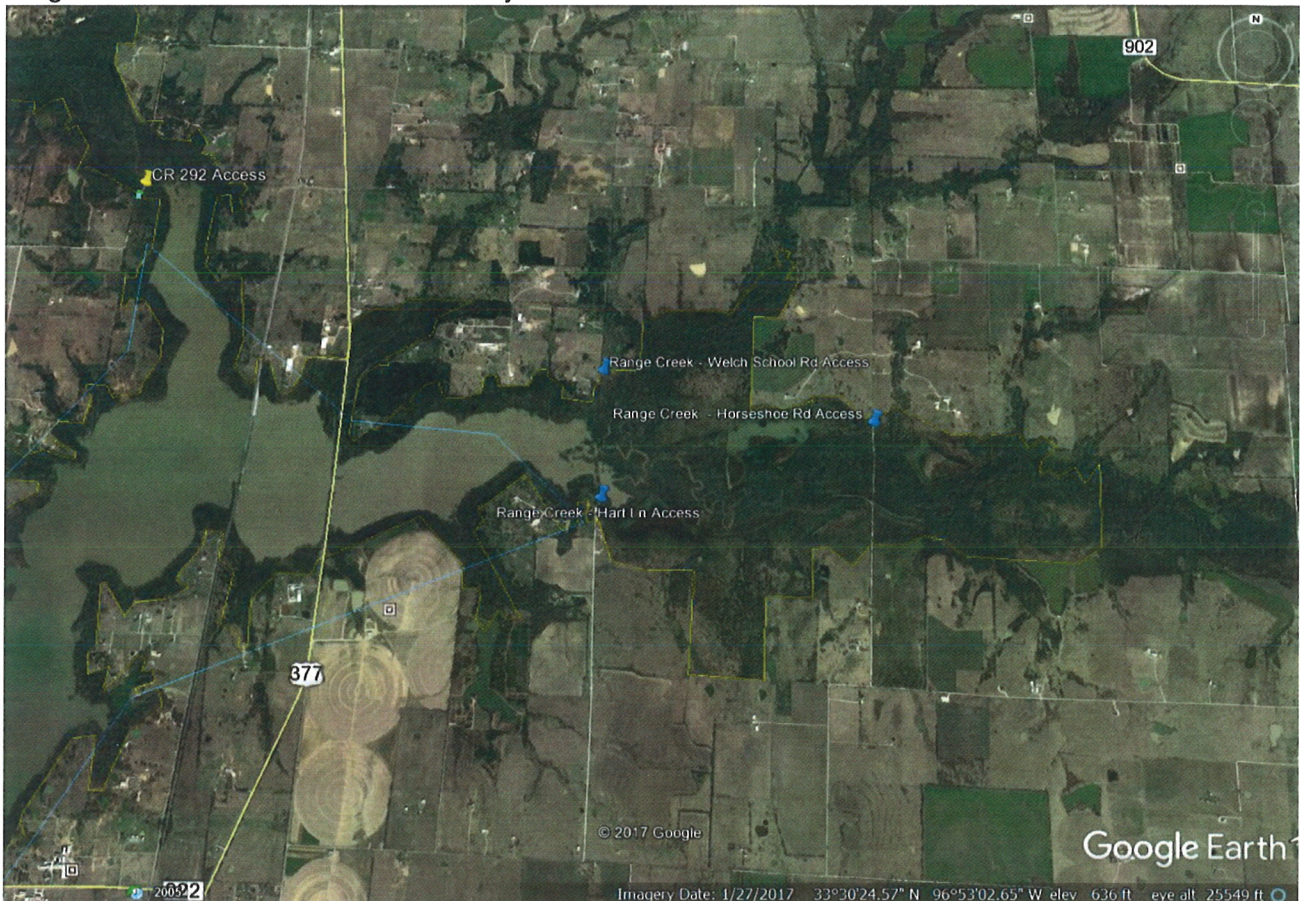
Debris/trash Cleanup/removal

There is some household trash/debris, etc. required to be removed from this area, both in the parking area, at the trail(s) entry.

Signage

A sign to identify the access location should be placed at the parking area.

Range Creek Locator for Hart Lane Access Project



Vegetation Management

Clear encroaching vegetation from parking area. Do not cut down or remove trees without specific permission/approval to do so on a case-by-case basis. Using loppers to trim brush and limbs is okay, as long as any cuts to tree limbs are sprayed or painted with an appropriate pruning treatment spray.

Parking Area

The parking area appears to be in good condition. The access area requires installation of a new walk-thru and recondition of old existing walk-thru

Barbed Wire Fence

The barbed wire fence appears to be no longer necessary as there are no cattle on the property and there appears to be sufficient growth of trees and brush to exclude entry of vehicles outside of the parking area.

Hart Lane Access Project Plan:



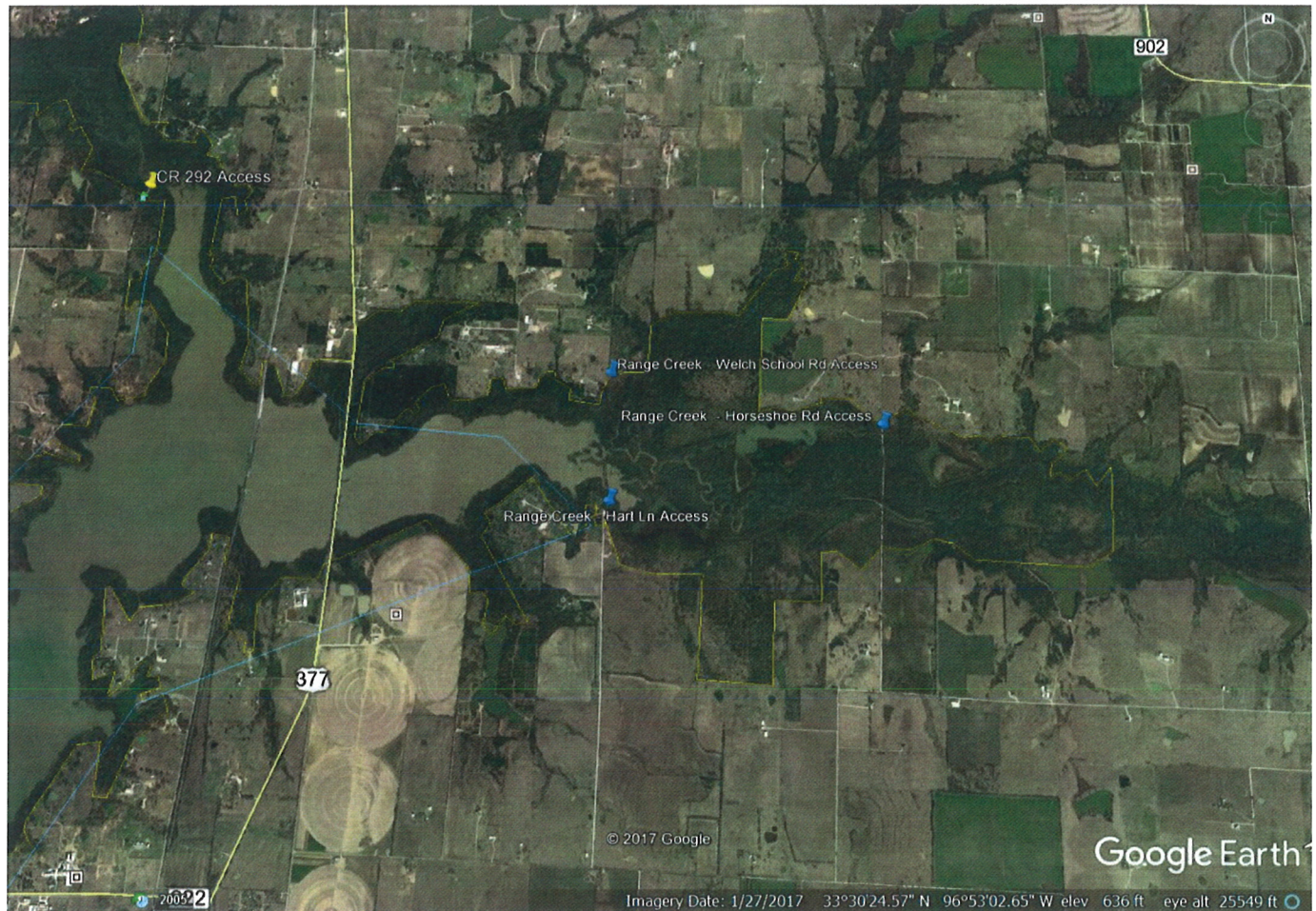
Project #8

Welsh School Road Access Project – GPS Location: $33^{\circ} 30' 41.64$ North by $96^{\circ} 53' 16.99$ West

See attached pictures, designs and descriptions provided below. All project elements are approximate in the described size, scope and location.

All items of work will be accomplished, using materials and workmanship of equal or better quality as those typically used on public access points for similar project installations at the Lake Ray Roberts project. In the event that such materials are not available, then new or replacement materials must be of a quality and installed with methods and workmanship, according to the attached Appendix A - U.S. Army Corps of Engineers Specifications for Vegetation Clearing, Fence and Gate Building.

Range Creek Locator for Welsh School Road Access



Debris/trash Cleanup/removal

There is some household trash/debris, etc. required to be removed from this area, both in the parking area, and trail entry

Signage

A sign to identify the access location should be placed at the parking area

Vegetation Management

Clear encroaching vegetation from parking area. Do not cut down or remove trees without specific permission/approval to do so on a case-by-case basis. Using loppers to trim brush and limbs is okay, as long as any cuts to tree limbs are sprayed or painted with an appropriate pruning treatment spray.

Parking Area

This parking area appears to be in good surface condition.

Welsh School Road Access Project Plan:

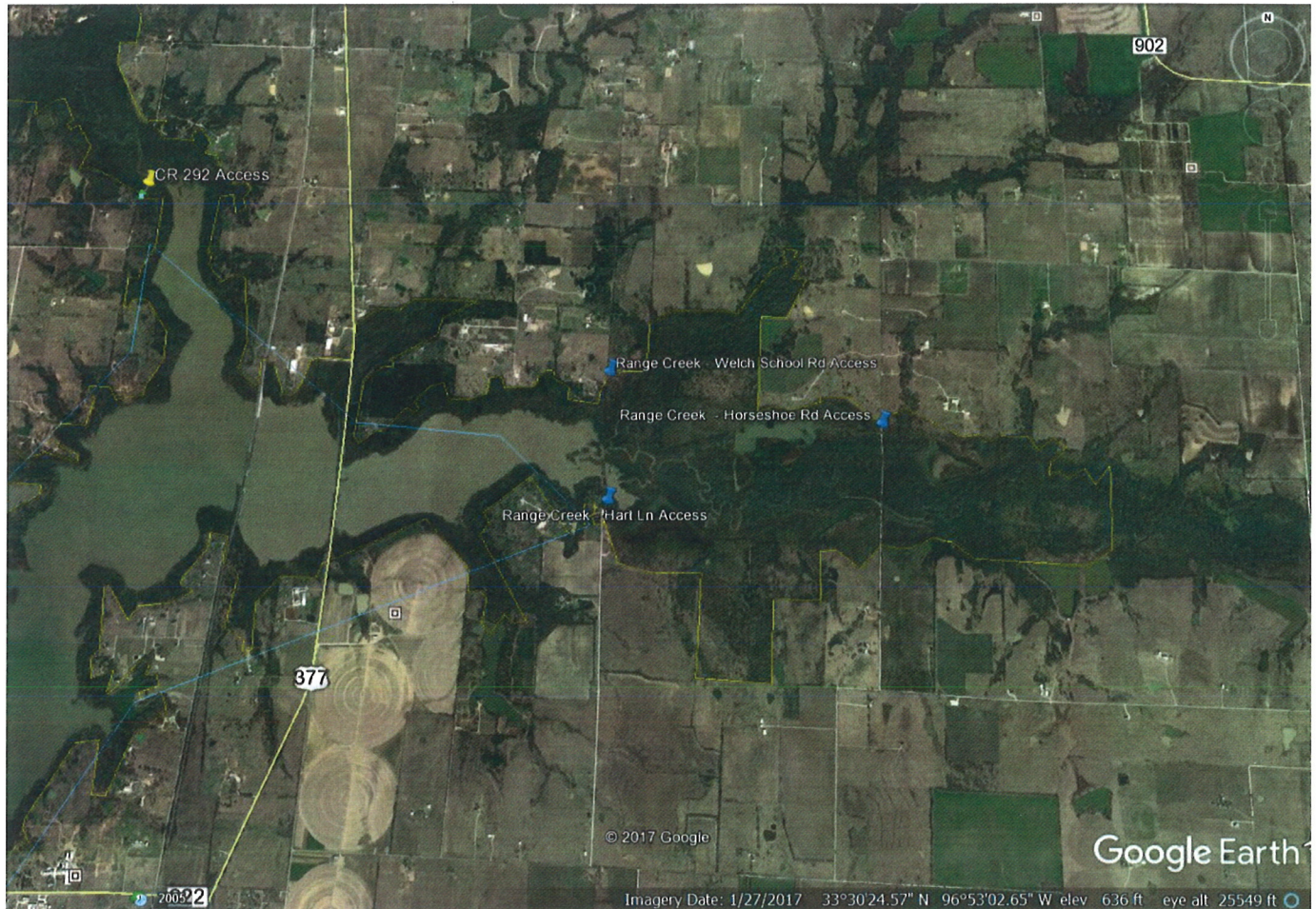
Project #9

Horse Shoe Road Access Project – GPS Location: 33° 30' 30.20 North by 96° 52' 03.29 West

See attached pictures, designs and descriptions provided below. All project elements are approximate in the described size, scope and location.

All items of work will be accomplished, using materials and workmanship of equal or better quality as those typically used on public access points for similar project installations at the Lake Ray Roberts project. In the event that such materials are not available, then new or replacement materials must be of a quality and installed with methods and workmanship, according to the attached Appendix A - U.S. Army Corps of Engineers Specifications for Vegetation Clearing, Fence and Gate Building.

Horseshoe Road Access Locator



Debris/trash Cleanup/removal

There is some household trash/debris, etc. required to be removed from this area, both in the parking area, and at the trail entry.

Signage

A sign to identify the access location should be placed on the road.

Vegetation Management

Clear encroaching vegetation from the new parking area. Do not cut down or remove trees without specific permission/approval to do so on a case-by-case basis. Using loppers to trim brush and limbs is okay, as long as any cuts to tree limbs are sprayed or painted with an appropriate pruning treatment spray.

Parking Area

This Public Access point on Horseshoe Road Area at Lake Ray Roberts, requires installation of a 5,000 sq ft parking area, with pipe fence surrounding the parking area and leaving an open drive in/out. It will provide as follows:

- 1) Install 5,000 sq ft road base parking surface.
- 2) Install approx. 290 feet of pipe fence around 5,000 sq ft parking area.
- 3) Install a visitor "walk-thru" on the northwest corner, for foot traffic to trail.
- 4) Assess advisability of installing another visitor walk thru on the east side of Horseshoe Rd., across from the new parking area.
- 5) Install an "emergency vehicle gate" on the north side to allow emergency vehicle entry. This gate should swing and be lockable.

Horse Shoe Road Access Project Plan:

