



SPECIAL CALLED MEETING
WESTON CITY COUNCIL 6:30PM
MONDAY, FEBRUARY 24, 2020

WESTON CITY HALL
301 MAIN STREET
WESTON, TEXAS

CALL MEETING TO ORDER

DETERMINATION OF QUORUM

At any time during an Open Public Meeting the Weston City Council may adjourn to a Closed Executive Session pursuant to Chapters 551 and 551.071 (Consultation with Attorney) of the Local Government Code.

CITIZEN COMMENT

1. Citizens are invited to speak for up to three minutes on any subject of which the City of Weston has authority. However, no discussion or action, by law, may be taken on the topic unless the item is on the agenda or until properly posted on a future agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

GENERAL DISCUSSION

2. Consider and act upon adopting Saturday, April 4, 2020, as "Clean Up Weston" Day.
3. Consider and act upon an Ordinance amending the 2020 Fiscal Year Budget as authorized by Section 102.010 of the Texas Local Government Code.
4. Council and Mayor Comments - Announcements regarding local/regional civic and charitable events, commendation of citizens, acknowledgement of meeting attendees, traffic issues, awards, staff recognition, birthdays, condolences, upcoming meetings, and Council requests for items to be placed on upcoming agendas.

ADJOURN

"I, the undersigned authority, do hereby certify that this meeting notice was posted on the bulletin board at Weston City Hall, a place convenient and readily accessible to the general public at all times, as well as on the bulletin board at Weston Community Center, and said notice was posted on **February 20, 2020 at 2:00 p.m.** and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting.

Susan M Coffer, City Secretary

RULES OF COURTESY

City Council meetings bring together citizens of many varied interests and ideas. To insure fairness and orderly meetings, the City Council asks that all cellular phones or audible beepers be silenced while City Council is in session. All persons should refrain from private conversation, eating, drinking and smoking while in the Council Chamber. Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council. No one shall delay or interrupt the proceedings, or refuse to obey the orders of the presiding officer.

Proposed “Clean Up Weston” Day 2020 – Saturday, April 4, 2020
10:30am-2:30pm (tentative)

1st Annual **Clean Up Weston** held in conjunction with the **Don't Mess With Texas Trash-Off** and the **Great American Cleanup**. This is the single largest one-day cleanup event in Texas.

- **Alford** will donate a 30-foot trash bin.
- **United Electronics** will work with us on electronics recycling. There are \$5-\$10 disposal fees on certain electronics: copiers, fax machines, printers, CRT monitors.
- **Boy Scouts** and **Weston volunteers** will pick up trash along the side of the roads and in other areas around town. Scouts can earn special patches: <https://www.ktb.org/scout-pack>
- The trash bin will be in the parking lot on Main, and we hope to clean up much of Town Center.
- We might accept old car batteries and aluminum cans if someone will volunteer to deliver them to Community Recycling in Plano.
- **Van Buren Estates** will donate \$190 for trash bags, safety vests, gloves, and waters for the volunteers.
- We hope to have kids (young and old) make wildflower “seed bombs” to throw when we are picking up trash.
- Estimated costs for printing fliers and purchasing seeds: approximately \$75

Don't mess with Texas

TRASH-OFF

APRIL 4, 2020

Clean Up Weston

VOLUNTEER RELEASE OF LIABILITY

I, the volunteer, desire to participate in the "Clean Up Weston" activities. I understand that the activities may include but are not limited to Keep Texas Beautiful, The Great American Cleanup, Project Clean Neighborhoods, tree planting, landscaping and other beautification activities, transporting to and from event site locations, consuming food, and other participatory related activities.

In consideration for being permitted to participate in the affiliated programs and activities, without respect to location, of Clean Up Weston for any purpose, I agree to the following:

- 1. WAIVER AND RELEASE.** I hereby release and forever discharge and hold harmless the volunteer Beautification and Historical Designation Advisory Committee and the City of Weston, Texas, its affiliates, officers, representatives, employees, volunteers and agents (hereinafter collectively, "CUW") from any and all liability, claims, and demands of whatever kind or nature, which arise or may hereafter arise from my participation in this activity.
- 2.** I understand and acknowledge that this Release of Liability discharges CUW from any claim that I may have with respect to any economic or non-economic losses, liabilities, damages, suites, actions, claims, attorney's fees, costs, expenses, or demands, relating in any way to bodily injury, death, or property damage that may result from my participation, whether caused in whole or in part by the negligence, gross negligence or strict liability of CUW, or otherwise, to the fullest extent permitted by law. I also understand that CUW does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage.
- 3. Insurance.** CUW expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for CUW volunteers. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE AND COVERAGE IN EFFECT.
- 4. Medical Treatment.** Except as otherwise agreed to by CUW in writing, I hereby release and forever discharge CUW from any claim whatsoever that arises or may hereafter arise in account of any first-aid treatment or other medical services rendered during my volunteering with CUW.
- 5. Assumption of Risk.** I understand that my time with CUW may include activities that may be hazardous to me, including, but not limited to, painting and landscaping activities, loading and unloading of heavy equipment and materials, and local transportation to and from event sites. So, I recognize and understand that my time with CUW may, in some situations, involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and release CUW from all liability for injury, illness, death, or property damage resulting from the activities of my time with CUW.
- 6. Photographic Release.** I grant and convey unto CUW all right, title, and interest in any and all photographic images and video or audio recordings made by CUW during my work for CUW, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 7. Other.** I expressly agree that this Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release of Liability shall be governed and be interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of the Release of Liability shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release of Liability, which shall continue to be enforceable.

My signature below expresses my understanding of the Release of Liability:

Name of CUW Volunteers (please list all family members participating / age):

Signature of primary parent/guardian or authorized representative/primary family member:

On this date: (Today's Date): _____