



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, MAY 23, 2023, 7:00 P.M.
SPECIAL CALLED CITY COUNCIL MEETING**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas will hold a Special Called City Council Meeting on Tuesday, May 23, 2023, beginning at 7:00 P.M., in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/129/Agendas-Minutes>.

This City Council Meeting will be live streamed at <https://www.glennheightstx.gov/229/City-Council-Meeting-Videos>.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Texas Government Code section 551.072 – consultation with attorney to receive legal advice regarding engaging Thomas Brocato and the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., as special legal counsel on water/wastewater utility matters related to Lin Dell Estates.
 - B. pursuant to Texas Government Code section 551.071 – consultation with City Attorney to seek legal advice regarding wastewater utility accounts.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Texas Government Code section 551.072 – consultation with attorney to receive legal advice regarding engaging Thomas Brocato and the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., as special legal counsel on water/wastewater utility matters related to Lin Dell Estates.

- B. pursuant to Texas Government Code section 551.071 – consultation with City Attorney to seek legal advice regarding wastewater utility accounts.

AGENDA

1. Discuss and take action on Resolution R-10-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing execution of an Agreement with the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. to serve as Special Legal Counsel for water and wastewater utility issues; and providing an effective date. (Victoria Thomas, City Attorney)
2. Public hearing to receive testimony concerning Standards of Care for Youth Programs, and discussion and first reading of Ordinance O-03-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting Standards of Care for Youth Programs offered by the Glenn Heights Parks and Recreation Department; providing a repealing clause; providing a severability clause; and providing an effective date. (Clifford Blackwell, Deputy City Manager)

ADJOURNMENT

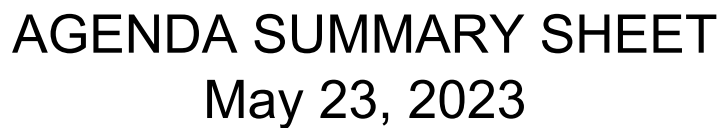
In accordance with the Americans with Disabilities Act, if you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938-C South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, May 19, 2023.

Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary

[illegible]



Discuss and take action on Resolution R-10-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing execution of an Agreement with the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. to serve as Special Legal Counsel for water and wastewater utility issues; and providing an effective date. (Victoria Thomas, City Attorney)

[illegible]

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-10-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE LAW FIRM OF LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C. TO SERVE AS SPECIAL LEGAL COUNSEL FOR WATER AND WASTEWATER UTILITY ISSUES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has recently encountered legal issues involving complex and specialized issues relating to water and/or wastewater utilities law; and

WHEREAS, the City Attorney and City staff have recommended that the Council engage the services of Lloyd Gosselink Rochelle & Townsend, P.C., a law firm with widely recognized, specialized expertise in those matters for the limited purpose of addressing the current legal issues; and

WHEREAS, the City Council finds it to be in the public interest to engage the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. as special counsel to provide legal services for the purposes described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, THAT:

SECTION 1. The Interim City Manager is hereby authorized to execute an agreement with the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., in substantially the form of that attached hereto as Exhibit “A”, and all necessary related documents, for provision of provide legal services as special counsel to the City relating to water and/or waste water utility issues.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 23rd day of May 2023.

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(051823vwtTM135134)

EXHIBIT A
**[Lloyd Gosselink Engagement Letter, Additional Terms of Engagement,
And Form 1295 Certificate]**

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

May 11, 2023

Via Email: vthomas@njdhs.com
Victoria Thomas
500 N. Akard, Suite 1800
Dallas, TX 75201

Re: City of Glenn Heights – Customer Complaint;
Billing File Number: 4476-0

Dear Victoria:

We want to express our appreciation for the opportunity you have given our firm to work with you. As part of our routine in opening new files, and in part to comply with the provisions of Texas Local Government Code Chapter 176, we provide clients with an engagement letter. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will represent Glenn Heights with respect to the matter regarding customer utility complaint (the "Matter"). Our acceptance of this representation (the "Representation") becomes effective upon our receipt of an executed copy of this agreement.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*, dated October 2, 2018. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and paralegals; factual investigation, if needed; legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, although we will make every effort to manage fees and costs by working efficiently and cost-effectively.

My time is billed at the rate of \$425 per hour. Attorney Roslyn Dubberstein's time will be billed at the rate of \$295 per hour. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual. The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees. We endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Additionally, in order that we comply with the requirements of Chapter 176 of the Texas Local Government Code, we have performed an internal conflicts of interest inquiry. Based on the information obtained from this inquiry, we will file a completed conflict of interest questionnaire with the individual deemed as the records administrator for your entity. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Cloud-Based Software

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to this Matter. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based software, we

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undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Lloyd Gosselink Rochelle & Townsend, P.C. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C.

Please carefully review this document, which includes this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, we would appreciate you signing and returning the enclosed duplicate original of this document.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. L. Brocato", written in a cursive style.

Thomas L. Brocato

TLB/exr

Enclosure

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Signature

Printed Name

Date

Additional Terms of Engagement

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Lloyd Gosselink Rochelle & Townsend, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation in the Matter, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons, employees of the client, or related entities.

Who Will Provide the Legal Services

As our engagement letter confirms, Lloyd Gosselink Rochelle & Townsend, P.C. will represent you in the Matter. Lloyd Gosselink Rochelle & Townsend, P.C. is a Texas professional corporation.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected or record in publicly available records) the results obtained unless you specifically direct otherwise.

Periodically, the firm is asked to provide a Representative Client List to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). Unless you advise us to the contrary, we may disclose to third parties the fact that our firm represents you. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation.

Disclaimer

Lloyd Gosselink Rochelle & Townsend, P.C. has made no promises or guarantees to you about the outcome of the Representation of the Matter, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Lloyd Gosselink Rochelle & Townsend, P.C. to terminate the Representation. In that event, you will take all steps necessary to release Lloyd Gosselink Rochelle & Townsend, P.C. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Lloyd Gosselink Rochelle & Townsend, P.C. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Charges for Expenses and Services

Our invoices will include amounts for legal services rendered and for other expenses and services. Examples of other expenses and services include charges for photocopying, facsimile transmissions, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

Rates for our legal services, expenses and charges are subject to change from time to time and will be noted on your bill. In some situations, we can arrange for such services and expenses to be provided by third parties billed through our billings or by direct billing to the client.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available in our office in Austin and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED

A Mandate for Professionalism

Promulgated by The Supreme Court of Texas and the Court of Criminal Appeals November 7, 1989

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Order of the Supreme Court of Texas and the Court of Criminal Appeals

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics, instead of being part of the solution, have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct.

These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reenforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "**The Texas Lawyer's Creed -- A Mandate for Professionalism**" described above.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas R. Phillips, Chief Justice
Franklin S. Spears, Justice
C. L. Ray, Justice
Raul A. Gonzalez, Justice
Oscar H. Mauzy, Justice
Eugene A. Cook, Justice
Jack Hightower, Justice
Nathan L. Hecht, Justice
Lloyd A. Doggett, Justice

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis, Judge
Sam Houston Clinton, Judge
Marvin O. Teague, Judge
Chuck Miller, Judge
Charles F. (Chuck) Campbell, Judge
Bill White, Judge
M. P. Duncan, III, Judge
David A. Berchermann, Jr., Judge

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1019273

Date Filed:
05/11/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lloyd Gosselink Rochelle & Townsend, P.C.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Glenn Heights

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2023-05-11-44760
Legal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Embrey, Ty	Austin, TX United States	X	
	Norton, Duncan	Austin, TX United States	X	
	Gershon, Mike	Austin, TX United States	X	
	Brocato, Thomas	Austin, TX United States	X	X
	Kalisek, Lauren	Austin, TX United States	X	

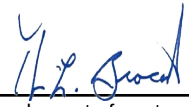
5 Check only if there is NO Interested Party.
☐
6 UNSWORN DECLARATION

My name is Thomas Brocato, and my date of birth is 8/15/65.

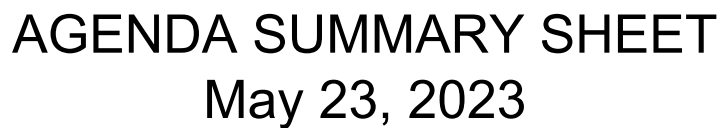
My address is 816 Congress Ave. Suite 1900, Austin, TX, 78701, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 11th day of May, 20 23.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Public hearing to receive testimony concerning Standards of Care for Youth Programs, and discussion and first reading of Ordinance O-03-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting Standards of Care for Youth Programs offered by the Glenn Heights Parks and Recreation Department; providing a repealing clause; providing a severability clause; and providing an effective date. (Clifford Blackwell, Deputy City Manager)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: May 23, 2023

SUBJECT

This agenda item will allow the City Council to adopt an Ordinance authorizing the standards of care for youth programs offered by the Glenn Heights Parks and Recreation Department.

DISCUSSION / BACKGROUND

The Youth Program Standards of Care are intended to be the minimum standards by which the City of Glenn Heights Parks and Recreation Department will operate its programs for children under the age of 14 that meet at least two hours a day, three or more days a week. The programs operated by the City's Parks and Recreation Department are recreational in nature and are not licensed by the State of Texas as certified daycare programs. These Standards of Care will be adopted by ordinance after a public hearing has been conducted to receive feedback.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of Ordinance O-03-23 at the second reading.

ATTACHMENTS

1. Ordinance O-03-23

PREPARED BY

Clifford Blackwell, Deputy City Manager

REVIEWED BY

Brandi Brown, City Secretary

ORDINANCE NO. O-03-23

**AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS,
ADOPTING STANDARDS OF CARE FOR YOUTH PROGRAMS OFFERED
BY THE GLENN HEIGHTS PARKS AND RECREATION DEPARTMENT;
PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Texas Human Resource Code, Section 42.041(b)(14), establishes requirements to exempt recreational programs operated by municipalities for elementary age (5-13) children from State child-care licensing; and

WHEREAS, in order to receive exempt status for a youth recreation program, a municipality must adopt standards of care by ordinance after a public hearing for the program, then submit a copy of program standards, a notice of the public hearing for the program and a copy of the ordinance adopting the standards to the State; and

WHEREAS, the City Council, after conducting a public hearing and affording a full and fair hearing to all citizens, and in the exercise of legislative discretion, has concluded that the attached standards of care should be approved.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS,
TEXAS:**

SECTION 1. The standards of care for youth programs offered by the Parks and Recreation Department of the City of Glenn Heights, Texas, attached hereto as Exhibit “A”, are hereby adopted. As required by Texas Human Resource Code, section 42.041(b)(14), the Standards adopted by this ordinance include staffing ratios; minimum staff qualifications; minimum facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.

SECTION 2. In compliance with Texas Human Resource Code, section 42.041(b)(14), a copy of the adopted Standards of Care for Youth Programs shall be provided by the Director of the Parks and Recreation Department of the City of Glenn Heights or his/her designee to the parents of each participant in any youth program offered by the Parks and Recreation Department. .

SECTION 3. All provisions of the ordinances of the City of Glenn Heights in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other

provisions of the ordinances of the City of Glenn Heights not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5. This Ordinance shall take effect upon its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED after public hearing and first reading held on May 23, 2023 and second reading on May 30, 2023, by the City Council of the City of Glenn Heights, Texas, on the 30th day of May 2023.

APPROVED:

SONJA A. BROWN, MAYOR

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(051823vwtTM135045)

EXHIBIT “A”



GLENN HEIGHTS PARKS AND RECREATION YOUTH PROGRAM STANDARDS OF CARE

The following standards of care (“standards” have been adopted by the City Council to comply with section 42.041(b)(14) of the Texas Human Resources Code. The standards are intended to be minimum standards by which the City of Glenn Heights Parks and Recreation Department will operate the city’s Youth Programs. The programs operated by the city are recreational in nature and are not licenses by the state as certified day-care programs. A copy of these standards are provided to the parents of each Program participant and parents of each Program participant are informed that the Program is not licensed by the state and is not advertised as a child-care facility.

GENERAL ADMINISTRATION

I. Definitions

- A. City Council: City Council of the City of Glenn Heights, Texas
- B. City: City of Glenn Heights
- C. Department: City of Glenn Heights Parks and Recreation Department
- D. Superintendent: Glenn Heights Parks and Recreation Department Superintendent or his/her designee.
- E. Parent(s): One or both Parent(s) or Guardian(s) who have legal custody and authority to enroll their child(ren) in a Glenn Heights Parks and Recreation Youth Program.
- F. Participant: A youth whose Parent(s) or Guardian(s) have completed all required registration procedures and has been deemed eligible to participate in a Glenn Heights Parks and Recreation Youth Program.
- G. Recreation Aide: Glenn Heights Parks and Recreation Department full-time, part-time, seasonal, temporary staff, or contract instructor who has been assigned the responsibility to implement the Department’s Youth Program.
- H. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Glenn Heights Parks and Recreation Youth Programs.

- I. Program Site: Area or facility where a Glenn Heights Parks and Recreation Youth Program is held.
- J. Program Staff: Glenn Heights Parks and Recreation Department full-time, part-time, seasonal, and temporary staff, or contract instructor assigned responsibility for managing, administering, or implementing some or all portions of one or more Glenn Heights Parks and Recreation Department Youth Programs. This definition also includes Superintendent of Recreation, Recreation Coordinator and Recreation Aide.
- K. Community Center: One type of facility used to host one or more programs.
- L. Recreation Aide: Glenn Heights Parks and Recreation Department programmer who has been assigned responsibility for one or more Youth Programs.
- M. Recreation Coordinator: Recreation Aide's supervisor who manages administrative responsibility for Youth Programs, and administrative responsibility over one or more facilities in the absence of the Superintendent of Recreation.
- N. Superintendent of Recreation: Glenn Heights Parks and Recreation employee with administrative responsibility over one or more facilities in which the Youth Programs are held.
- O. Youth Program or Programs: Glenn Heights Parks and Recreation Department program(s) for children ages 6 - 12 years, lasting two (2) or more hours, three (3) days or more per week.

II. Organization

- A. The governing body of the Youth Program is the Glenn Heights City Council.
- B. Implementation of Glenn Heights Parks and Recreation Department Youth Programs Standards of Care is the responsibility of the Superintendent of Recreation and the Recreation Program Staff.
- C. Youth Programs to which these Standards of Care will apply are Glenn Heights Parks and Recreation Department programs for children ages 6-12 years, lasting two (2) or more hours, three (3) days or more per week.
- D. Each Program Site will have a current copy of the Standards of Care available for the public and Program Staff.
- E. A current copy of the Standards of Care is available for view on the City's website for parents of participants to view at any time.

- F. Criminal background checks will be conducted on prospective Program Staff. If the results of the criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment or contract:
- a. A felony or a misdemeanor classified as an offense against a person or family,
 - b. A felony or a misdemeanor classified as public indecency,
 - c. Any offense that would, in the opinion of the Superintendent of Recreation, potentially put the City of Glenn Heights or its citizens at risk.
- G. In addition, checks of the Texas Department of Public Safety database for the Texas Sex Offender Registration Program will be conducted on a prospective Program Staff. If results of that check indicate that an applicant is a registered sex offender, he or she will not be considered for employment or contract with the City of Glenn Heights as Program Staff.

III. Inspection/Monitoring/Enforcement

- A. The Superintendent of Recreation will initiate a Pre-summer inspection in May of each year of each Youth Program and site.
- B. Complaints regarding enforcement of the Standards of Care will be directed to the Superintendent of Recreation. The Superintendent of Recreation will be responsible for taking the necessary steps to resolve the problem. The Superintendent of Recreation will record complaints regarding enforcement of the Standards of Care and their resolution. The Superintendent of Recreation will address serious complaints regarding enforcement of the Standards of Care and the complaints, and the resolutions will be noted.
- C. The Superintendent of Recreation or an appointed designee will make an annual report to the City Council on the overall status of the Youth Programs and their operation(s) relative to compliance with the adopted Standards of Care.

IV. Enrollment

Before a child can attend a Youth Program, Parents/Guardians must register their child and provide the following information:

- a. Child's name, address, phone number
- b. Parents'/Guardians' name, address, email and phone number during program hours
- c. Proof of residency when appropriate
- d. Signed liability waiver and release forms needed for program(s).

V. Suspected Abuse

- A. The recreation program staff will report suspected child abuse to the Texas Department of Family and Protective Services, in accordance with the Texas Family Code. (Current telephone number: 1-800-252-5400).
- B. The recreation program staff will receive training information related to child abuse identification and prevention, and how to report suspected abuse.

STAFFING — RESPONSIBILITIES AND TRAINING

VI. Recreation Coordinator (Coordinator) Qualifications

- A. Recreation Coordinators will be professional staff of the Department and will be required to have all Program Leader qualifications as outlined in Section 8 of this document.
- B. Coordinators should possess the following combination of experience and training.
 - a. Working knowledge of recreation programming and facilities planning.
 - b. Bachelor's degree in Recreation, Recreation Administration or related field.
 - c. One year of experience in developing and implementing recreation programs.
 - d. Any work-related experience resulting in acceptable proficiency levels in the above minimum qualifications is an acceptable substitute for the above-specified education and experience requirements.
 - e. Current certification in First Aid, Cardiopulmonary Resuscitation (CPR) Adult and Child, and Automated External Defibrillator (AED).

VII. Recreation Coordinator Responsibilities

- A. Coordinators are responsible for administrating the Youth Program's operations in compliance with the adopted Standards of Care.
- B. Coordinators are responsible for recommending, hiring, supervising and evaluating the job qualifications and performance of Recreation Aides.
- C. Coordinators are responsible for planning, overseeing and evaluating Youth Programs.

VIII. Recreation Aide (Aide) Qualifications

- A. The Recreation Aide will be full-time, part-time, seasonal, temporary staff, or contract instructor, who has been assigned responsibility to implement the Department's Youth Programs.
- B. Recreation Aide should be capable of and must consistently exhibit competency, good judgment and self-control when working with Participants.
- C. Recreation Aide must relate to participants with courtesy, respect, tolerance and patience.
- D. Recreation Aide must pass a background investigation and drug screen.

IX. Recreation Aide (Aide) Responsibilities

- A. Recreation Aides will be responsible for providing Participants with an environment in which they can feel safe, enjoy wholesome recreation activities and participate in appropriate social opportunities with their peers.
- B. Recreation Aides will be responsible for knowing and adhering to all City, Departmental, and Youth Program standards, policies and procedures that apply to the Youth Programs.
- C. Recreation Aides will ensure Participants are released only to a Parent/Guardian or an individual designated by the Parent/Guardian. Release of Participants 11 years of age and older into the recreation center requires prior approval by the Parent/Guardian.

X. Training/Orientation

- A. The Department is responsible for ensuring Youth Program Staff has the training and information necessary to conduct the Youth Programs in accordance with the Standards of Care adopted by the City Council.
- B. Program Staff must be familiar with the Standards of Care for Youth Programs.
- C. Program Staff must be knowledgeable of appropriate procedures to handle emergencies.
- D. Program Staff will be trained in relevant areas including City, Department and Youth Program policies and procedures, recreation activities organization, safety issues, program organization, and other areas as required by assigned Youth Program.
- E. All Program Staff employed by the City of Glenn Heights will have First Aid, Cardiopulmonary Resuscitation (CPR) Adult and Child, and Automated External Defibrillator (AED) certifications.

OPERATIONS

XI. Staff-Participant Ratio

- A. In a Youth Program, the standard ratio of Participants to Staff is a maximum of 20 to 1, based on age of Participants and average daily attendance.

XII. Discipline

- A. Program Staff will execute discipline and guidance in a consistent manner based on the best interests of the Participants.
- B. There will be no cruel treatment or harsh punishment (physical or verbal abuse). Examples include, but are not limited to, striking a child, belittling, or screaming at a child.
- C. Program Staff will use brief, supervised, separation from the group if necessary.
- D. A sufficient number and/or severe nature of discipline incidents, as detailed in the Program Manual, may result in a Participant being suspended from the Youth Program immediately.
- E. Participants will be removed from the Program Site as soon as possible in instances of danger to other Participants or Staff, i.e., verbal abuse, hitting, or biting other Participants or Staff and damage to any City property.

XIII. Programming

- A. Program Staff will provide cultural, educational and recreational programs for each group of Participants according to their ages, interests and abilities.
- B. Activities will be appropriate to the Participant's health, safety and well-being.
- C. Activities will be flexible and promote the Participant's emotional, social and mental growth.

XIV. Communication

Each remote Program Site will have a cell phone available to allow the Site to be contacted by Program Staff. Each Program Site will have access to a cell phone for use in contacting Program Staff or making emergency telephone calls. At each Program Site the Coordinator will make the following telephone numbers accessible to all Program Staff:

- a. City of Glenn Heights ambulance or emergency medical services
- b. City of Glenn Heights Police Department

- c. City of Glenn Heights Fire Department
- d. Glenn Heights Parks and Recreation Department Administrative Office
- e. Numbers, provided by Parents/Guardians of participants, at which they may be reached.
- f. Telephone numbers and address for the Program Site itself
- g. Telephone number of the Superintendent of Recreation office
- h. Poison Control

XV. Transportation

- A. Program staff will be attentive and considerate of the Participants' safety during any transportation provided by the Program.
- B. Program Staff will have authorization for emergency medical care and emergency contact information for each Participant.
- C. Program Staff will have a written list of the Participants in the group and will check the roll frequently, specifically before departure to and from destination.
- D. First aid supplies and a first aid and emergency guide will be available in all Youth Program vehicles that transport Participants.
- E. Seatbelts will be worn by all participants, if provided.
- F. Participants will be oriented to expected behavior and safety rules.

FACILITY STANDARDS

XVI. Safety

- A. Program Staff will inspect Program Sites weekly checking for sanitation and safety concerns that might affect the health and safety of the Participants.
- B. Buildings, grounds and equipment on the Program Site will be inspected, cleaned, repaired and maintained to protect the health of the Participants.
- C. Program Site equipment and supplies will be inspected and confirmed as safe for use by Participants.

- D. Program Staff will have first aid supplies available at each Program Site in a designated location, during transportation, and for the duration of any off-site activity. Program Staff will have an immediate access to a guide for first aid and emergency care.

XVII. Fire

- A. In case of fire, danger of fire, explosion or other emergency, the Program Staff's priority is to evacuate the Participants to a pre-designated safe area.
- B. Each indoor Program Site will have an annual fire inspection by the Glenn Heights Fire Department, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Superintendent of Recreation who will review it and establish the deadline and criteria for compliance.
- C. Each indoor Program Site will have at least one fire extinguisher approved by the Fire Marshall readily available to all Program Staff.

XVIII. Health

- A. Illness or Injury
 - a. A Participant who is considered a health or safety concern to other Participants or Program Staff will not be admitted to the Youth Program and/or may be removed for parent/guardian pick-up.
 - b. Illnesses and injuries will be handled in a manner to protect the health of all Participants and Program Staff. Participants having a fever of 100 degrees or more will not be allowed to remain in a Program and will not be allowed back into the Program for a minimum of 24 hours after fever-free.
 - c. Program Staff will follow emergency procedures for injured Participants or for Participants with symptoms of an acute illness as specified in the Program Manual.
 - d. Program Staff will follow the recommendations of the Texas Department of State Health Services concerning the admission or readmission of any Participant after a communicable disease and a doctor's note may be required allowing Participant's re-admission to the Program.
 - e. Should Program Staff suspect that a Participant may have a communicable disease (pink eye, lice, ringworm, strep throat, etc.), the Parent will be asked to pick up the child immediately. A doctor's note will be required before the Participant may return to the Program.

B. Medications

- a. Medications are any pills, liquids, inhalers, sprays, eye drops, ear drops, cough drops or topically applied creams or ointments that are expected to relieve symptoms.
- b. Any medication, prescription or over the counter, must be accompanied by a completed Medication Administration Request and Authorization Form and turned in to the Parks and Recreation staff member overseeing the program. Staff may require renewal of the form at any point in time.
- c. Written permission from parents and physician is required for participants to carry and self-administer medications. Staff may require renewal of the written permission at any time. Only insulin, asthma reliever inhalers or emergency epinephrine, will be allowed as self-carry medications. All other medications must be turned in and administered by Parks and Recreation staff.
- d. Only medications that cannot be given at home will be given during program hours.
- e. Only a one-day supply of medication will be accepted each day, with the exception of insulin-pumps.
- f. It is recommended that the first dose of any medication be given at home where the parent can monitor the effects.
- g. Intramuscular injections (IM) will only be administered by the Parks and Recreation staff in life-threatening situations per physician emergency action plans. Injections, intravenous (IV) medications, rectal medications and medications that require special knowledge, skills or training to administer will not be administered by Parks and Recreation staff. Should these be necessary, a parent must contact the Glenn Heights Parks and Recreation at least 2 weeks prior to the start of the program so arrangements for proper medication administration can be made.
- h. Prescription and OTC medication must be in the original labeled pharmacy container and will be administered in compliance with the prescription instructions printed on the label
- i. Expired medications will not be administered.

C. Toilet Facilities

- a. Each Program Site will have toilets located and equipped so Participants can use them independently and Program Staff can monitor as needed.

- b. There will be one toilet for every 30 Participants. Urinals may be counted in the ratio of toilets to Participants but will not exceed 50% of the total number of toilets.
- c. An adequate number of lavatories will be provided.

D. Sanitation

- a. Each indoor Program Sites will have adequate light, ventilation, air conditioning and heat.
- b. Each Program Site will have an adequate supply of water meeting the Texas Department of State Health standards for drinking water. Water will be supplied to the Participants in a safe and sanitary manner.
- c. Garbage will be removed from Program Sites daily.
- d. All waste matters will be kept in a leak-proof, covered container.

E. Special Needs

- a. Every reasonable accommodation will be made to address special needs Participants.
- b. For health and safety reasons, special needs Participants who require assistance with feeding, changing of clothes, and/or using the restroom must provide a personal attendant for such assistance.