

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, JANUARY 09, 2024, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

Kerrville will be a vibrant, welcoming and inclusive community that:

- *Respects and protects the natural environment that surrounds it;*
- *Seeks to attract economic growth and development;*
- *Provides opportunities for prosperity, personal enrichment and intellectual growth for people of all ages; and*
- *Does so while preserving the small-town charm, heritage, arts and culture of the community.*



Kerrville2050



CITY COUNCIL MEETING AGENDA
JANUARY 09, 2024 6:00 PM
CITY HALL, 701 MAIN STREET, KERRVILLE, TEXAS



Council Meeting Procedures, City Council and City Staff Safety,
And Citizen Participation Guidelines

Citizens may view and hear City Council meetings on Spectrum Channel 2 or by live-streaming via the City's website (www.kerrvilletx.gov). City Council meetings are recorded and the recordings are posted on the City's website. Citizens wishing to speak during a meeting shall submit a completed "speaker request form" to the City Secretary before the item is introduced, but are encouraged to submit the form before the meeting begin. Each speaker is limited to four minutes.

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

Pursuant to Section 46.03, Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon on this property.

Thank you for your participation!

CALL TO ORDER: *By Mayor Judy Eychner*

INVOCATION AND PLEDGE OF ALLEGIANCE: *Led by Mayor Eychner*

1. **ANNOUNCEMENTS OF COMMUNITY INTEREST:** *Announcement of items of community interest, including expressions of thanks, congratulations, or condolences; information regarding holiday schedules; honorary recognitions of city officials, employees, or other citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city officials or employees; and announcements involving imminent threats to the public health and safety of the city. No action will be taken.*
2. **PRESENTATIONS:**
 - 2.A Commendations for outgoing Board members of the Library Advisory Board, and the Recovery Community Coalition.
 - 2.B Life Saving Bar Presentation to Kerrville Police Department Officer David Cordova.
3. **VISITORS/CITIZENS FORUM:** *Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. The speaker request form must be submitted to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.*
4. **CONSENT AGENDA:** *These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:*
 - 4.A Ordinance No. 2023-34, second reading. An Ordinance amending the City's Fiscal Year 2024 (FY 2024) budget to allocate funds to be used for expenses related to the City's preparation for and response to the Total Solar Eclipse event, which will take place April of 2024.
Attachment: [20240109_Ord 2023-34 FY Budget amendment 2nd.pdf](#)

- 4.B Resolution No. 01-2024. A Resolution ordering that a General Election be held on May 4, 2024, for the election of Mayor, and two Councilmembers for Place 3 and Place 4; providing details relating to the holding of such election; authorizing the Mayor to enter into an agreement with the Kerr County Elections Officer for the holding of the election; and providing other matters related to the subject.

Attachment: [20240109_Reso 01-2024 General Election 5-4-24.pdf](#)

- 4.C Purchase of Dump Truck for City's Public Works Department in the amount not to exceed \$150,000.00.

Attachment: [20240109_Proposal_KyrishTruckCenterofAustin.pdf](#)

- 4.D City Council workshop minutes December 12, 2023.

Attachment: [20240109_Minutes CC workshop 12-12-23.pdf](#)

- 4.E City Council meeting minutes December 12, 2023.

Attachment: [20240109_Minutes CC meeting 12-12-23 6pm.pdf](#)

END OF CONSENT AGENDA.

5. CONSIDERATION AND POSSIBLE ACTION:

- 5.A Review Report from the Charter Review Commission regarding recommendation of amendments to City Charter.

Attachment: [20240109_Report Charter Review Commission.pdf](#)

6. **EXECUTIVE SESSION:** *City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel/officers), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code.*

7. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.

8. **ITEMS FOR FUTURE AGENDAS:** *City Council may suggest items or topics for future agendas.*

ADJOURN.



**TO BE CONSIDERED BY THE CITY
COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Commendations for outgoing Board members of the Library Advisory Board, and the Recovery Community Coalition.

AGENDA DATE OF: January 9, 2024

DATE SUBMITTED: December 19, 2023

SUBMITTED BY: Mayor Judy Eychner

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Library Advisory Board: Megan Bean and Melinda Kay Stewart.

Recovery Community Coalition: Joseph Duprie, Thomas Hurt, Joseph Piszczor, and Cynthia Tate.

RECOMMENDED ACTION:

Present commendations.



**TO BE CONSIDERED BY THE CITY
COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Life Saving Bar Presentation to Kerrville Police Department Officer David Cordova.

AGENDA DATE OF: January 9, 2024

DATE SUBMITTED: December 21, 2023

SUBMITTED BY: Chris McCall, Police Chief

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

On Wednesday, November 8, 2023, at approximately 2311 hours, Officer David Cordova responded to a call for service concerning an unresponsive male. The reporting party, was attempting Cardio Pulmonary Resuscitation (CPR) to resuscitate the individual who had collapsed and was now unresponsive.

Officer Cordova arrived and located the citizen unresponsive and without a pulse. Officer Cordova immediately began life-saving efforts by performing Cardio Pulmonary Resuscitation. Officer Cordova provided CPR for over four minutes until Kerrville Emergency Medical Services arrived on the scene. Kerrville Fire and EMS obtained a faint pulse and transported the citizen to Peterson Regional Medical Center (PRMC). PRMC staff stabilized the citizen and transferred him to TXSAN Methodist Hospital in San Antonio, Texas.

In the following days, it was learned the citizen was in stable condition and was steadily improving at TXSAN Methodist Hospital.

For his efforts during this incident, Officer Cordova's supervisor, Sgt. Ledesma, submitted a request for Officer Cordova to be considered for award of the "Life Saving Bar". Per KPD Policy, a Meritorious Conduct Review Board was convened to review the incident. The Board found, based on Officer Cordova's actions of prolonged the citizen's life at least six hours following the release to medical authorities, he had earned and should be awarded the "Life Saving Bar".

RECOMMENDED ACTION:

No Action Required



TO BE CONSIDERED BY THE CITY COUNCIL CITY OF KERRVILLE, TEXAS

SUBJECT: Ordinance No. 2023-34, second reading. An Ordinance amending the City's Fiscal Year 2024 (FY 2024) budget to allocate funds to be used for expenses related to the City's preparation for and response to the Total Solar Eclipse event, which will take place April of 2024.

AGENDA DATE OF: January 9, 2024

DATE SUBMITTED: December 19, 2023

SUBMITTED BY: Julie Behrens , Director of Finance

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area F - Public Facilities and Services

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

This budget amendment allocates funds to the "Special Events - Solar Eclipse" account from various other line items. Some funds were allocated for this event within the FY2024 budget in other line items, however at the time the FY2024 budget was proposed, final planning and estimating for the Total Solar Eclipse had not been completed. Funds are being allocated to one line item to easily account for all expenses related to the April 8, 2024 Total Solar Eclipse Event. Funds allocated for FY2024 Kerrville River Fest are also being reallocated to this Solar Eclipse Event and, as such, the City will not host the FY2024 Kerrville River Fest in October 2024. Donations and revenues from eclipse merchandise collected in FY2023 were captured in in HOT Fund Balance on 9/30/2023. This is a normal process for year-end closing. Since these dollars are restricted to help offset Solar Eclipse Event expenses, these funds are also being reallocated to be used in FY2024. The budget for the FY2024 Solar Eclipse Event does include a reduction in overall fund balance, as discussed in a City Council Workshop and City Council meeting held on November 14, 2023. Council has been asked to approve a budget of an amount not to exceed \$750,000 for this event, subject to TxDot participation for anticipated costs for traffic control on Hwy. 16. The City is working with TxDot and has a reasonable expectation that TxDot will assume responsibility for that expense. Any revenues collected over what is budgeted will be used to offset the total cost of the event.

On December 12, 2023, City Council unanimously approved Ordinance No. 2023-34 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2023-34 on second reading.

ATTACHMENTS:

[*20240109_Ord 2023-34 FY Budget amendment 2nd.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-34**

AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2024 (FY 2024) BUDGET TO ALLOCATE FUNDS TO BE USED FOR EXPENSES RELATED TO THE CITY'S PREPARATION FOR AND RESPONSE TO THE TOTAL SOLAR ECLIPSE EVENT, WHICH WILL TAKE PLACE IN APRIL 2024

WHEREAS, Ordinance No. 2023-25, approved by City Council upon second reading on September 26, 2023, adopted the Fiscal Year 2024 ("FY 2024") budget for the City of Kerrville, Texas; and

WHEREAS, the Total Solar Eclipse Event will require the City to implement a full scale emergency management response to ensure the safety of citizens and visitors coming into the community to observe the event; and

WHEREAS, the City's implementation of the emergency management response will include readying and bolstering its emergency services, communications, traffic control (motor and pedestrian), Information Technology, other public services such as water supply; and

WHEREAS, the City's Parks and Recreation Department will host an event in Louise Hays Park, multiple viewing sites around the City, additional overnight accommodations, and shuttle services to citizens and visitors in order to support and alleviate emergency management efforts; and

WHEREAS, City Council finds that amending the FY 2024 budget as provided herein is in the best interest of the citizens of the City of Kerrville;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. In accordance with Section 8.06 of the City Charter, the Official Budget for Fiscal Year 2024 is amended as set forth in **Attachment A**.

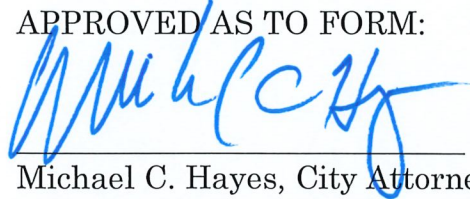
SECTION TWO. In accordance with Section 102.009, Texas Local Government Code, the City Manager or designee shall provide for a filing of a true copy of this amendment in the office of the Kerr County Clerk.

PASSED AND APPROVED ON FIRST READING, this the 12 day of DECEMBER, A.D., 2023.

PASSED AND APPROVED ON SECOND AND FINAL READING, this
the ____ day of _____, A.D., 2023.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

ATTACHMENT A
FY2024 Budget Amendment - Solar Eclipse

Description	Account Name	Account	Debit	Credit
Solar Eclipse Expenses	Special Events - Solar Eclipse	20-2000-4321	750,000	
Solar Eclipse Expenses (budgeted in FY2024)	Special Events	20-2000-4320		100,000
River Fest Budget (budgeted in FY2024)	Special Events	20-2000-4320		90,000
River Fest Budget (budgeted in FY2024)	Sign Materials	01-0157-1920		1,000
River Fest Budget (budgeted in FY2024)	Advertising	01-0157-3300		4,000
River Fest Budget (budgeted in FY2024)	Other Professional Services	01-0157-3190		12,400
Solar Eclipse Merchandise Sales (estimated revenues)	Solar Eclipse Merchandise & Misc.	20-6537		59,726
Solar Eclipse Parking & Other Revenue (estimated revenues)	Solar Eclipse Merchandise & Misc.	20-6537		30,000
FY2023 Solar Eclipse Carryover	Fund Balance	20-35197		45,414
FY2023 Solar Eclipse Merchandise Sales	Fund Balance	20-35197		32,560
FY2023 Solar Eclipse Donations	Fund Balance	20-35197		19,900
FY2024 Solar Eclipse Expenses	Fund Balance	20-35197		335,000
			750,000	730,000

Description

This budget amendment allocates funds to the "Special Events - Solar Eclipse" account from various other line items. Some funds were allocated for this event within the FY2024 budget in other line items, however at the time the FY2024 budget was proposed, final planning and estimating for the Total Solar Eclipse had not been completed. Funds are being allocated to one line item to easily account for all expenses related to the April 8, 2024 Total Solar Eclipse Event. Funds allocated for FY2024 Kerrville River Fest are also being reallocated to this Solar Eclipse Event and, as such, the City will not host the FY2024 Kerrville River Fest in October 2024. Donations and revenues from eclipse merchandise collected in FY2023 were captured in in HOT Fund Balance on 9/30/2023. This is a normal process for year-end closing. Since these dollars are restricted to help offset Solar Eclipse Event expenses, these funds are also being reallocated to be used in FY2024. The budget for the FY2024 Solar Eclipse Event does include a reduction in overall fund balance, as discussed in a City Council Workshop and City Council meeting held on November 14, 2023. Council has been asked to approve a budget of an amount not to exceed \$750,000 for this event, subject to TxDot participation for anticipated costs for traffic control on Hwy. 16. The City is working with TxDot and has a reasonable expectation that TxDot will assume responsibility for that expense. Any revenues collected over what is budgeted will be used to offset the total cost of the event.



**TO BE CONSIDERED BY THE CITY
COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Resolution No. 01-2024. A Resolution ordering that a General Election be held on May 4, 2024, for the election of Mayor, and two Councilmembers for Place 3 and Place 4; providing details relating to the holding of such election; authorizing the Mayor to enter into an agreement with the Kerr County Elections Officer for the holding of the election; and providing other matters related to the subject.

AGENDA DATE OF: January 9, 2024

DATE SUBMITTED: October 10, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

A Resolution to order a General Election to be held Saturday, May 4, 2024; electing the Mayor, Councilmember Place 3, Councilmember Place 4.

The period for filing an application for place on the ballot is January 17, 2024 through February 16, 2024.

The City Secretary recommends the following:

EARLY VOTING: located at the Cailloux City Center, 910 Main Street, Kerrville.

- Monday, April 22, 2024 through Friday, April 26, 2024
- Monday, April 29, 2024 and Tuesday, April 30, 2024

ELECTION DAY: located at the Cailloux City Center, 910 Main Street, Kerrville.

- Saturday, May 4, 2024 7:00 a.m. to 7:00 p.m.

EARLY VOTING CLERK: Ian Collum is appointed Early Voting Clerk; and applications for ballot by mail be addressed to Ian Collum, Attn Early Voting Clerk, Kerr County Courthouse, 700 Main Street. Applications for ballot by mail must be received no later than April 17, 2024 at 4:30 p.m.

ELECTION JUDGE AND OFFICERS: for the polling place and the Early Voting Ballot Board shall be appointed in accordance with the provisions of the joint election agreement for the

conducting of the election on the aforesaid election date with Kerr County.

OFFICIAL CANVASS of the election be held Tuesday, May 14, 2024.

NOTE: This item is historically placed on Consent, as this item is an annual routine item.

RECOMMENDED ACTION:

Approve Resolution No. 01-2024, and authorize the Mayor to enter into an agreement with the Kerr County Elections Officer and KISD.

ATTACHMENTS:

[*20240109_Reso 01-2024 General Election 5-4-24.pdf*](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 01-2024**

A RESOLUTION ORDERING THAT A GENERAL ELECTION BE HELD ON MAY 4, 2024, FOR THE ELECTION OF MAYOR, AND TWO COUNCILMEMBERS FOR PLACE 3 AND PLACE 4; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE KERR COUNTY ELECTIONS OFFICER FOR SERVICES REQUIRED FOR THE ELECTION AND WITH THE KERRVILLE INDEPENDENT SCHOOL DISTRICT FOR THE HOLDING OF A JOINT ELECTION BETWEEN THOSE TWO ENTITIES; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, Section 2.03 of the City Charter establishes a two-year term of office for each Councilmember, which includes the Mayor, and until a successor is elected; and

WHEREAS, the terms of office for the Mayor, and Councilmembers Place Three and Place Four will expire in May 2024; and

WHEREAS, Section 41.001 of the Texas Election Code (the "Code") specifies that Saturday, May 4, 2024, will serve as the general election date for the State of Texas and that a general election of a city may be held on such date; and

WHEREAS, City Council finds it to be in the public interest to call a general election to be held on May 4, 2024, for the election of persons to the offices of Mayor, Councilmember Place Three and Councilmember Place Four (the "Election"); and

WHEREAS, City Council is ordering the Election for the City of Kerrville, Texas, not later than 78 days before the election day pursuant to Section 3.005(c) of the Code; and

WHEREAS, City Council, pursuant to the Code, will contract with the Kerr County Elections Officer, who is the Kerr County Clerk (the "Elections Officer"), to conduct all aspects of the Election; and

WHEREAS, the Kerrville Independent School District ("KISD") is also holding an election on May 4, 2024, and like the City, is entering into an agreement with the Elections Officer for services related to holding the election; and

WHEREAS, City Council, pursuant to Chapter 271 of the Code, will contract with KISD to jointly hold the Election under the authority of this law; and

WHEREAS, the Council hereby finds and determines that the actions described above are in the best interests of the residents of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. The facts and matters contained in the preamble above are found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION TWO. City Council orders that a general election be held for the City of Kerrville, Texas, on Saturday, May 4, 2024, for the purpose of electing the following officials of the City:

**Mayor
Councilmember, Place Three
Councilmember, Place Four**

SECTION THREE. City Council hereby approves the *Joint Election Agreement between the City and Kerr County* (the "Agreement") and authorizes the Mayor to sign same, such Agreement as authorized by Section 31.092 of the Code. The Agreement is attached as **Exhibit A**.

SECTION FOUR. City Council approves the *Interlocal Agreement for a Joint Election between the City and KISD* and authorizes the Mayor to sign same, such Agreement as authorized by Chapter 271 of the Code. The Agreement is attached as **Exhibit B**.

SECTION FIVE. Qualified persons may file for a place on the ballot by filing an application in the Office of the City Secretary during regular business hours from 8:00 AM to 5:00 PM each weekday beginning Wednesday, January 17, 2024, and continuing until 5:00 PM on Friday, February 16, 2024.

SECTION SIX. The present boundaries of the City, constituting one election precinct, the polls shall be open for voting on **Election Day, Saturday May 4, 2024, from 7:00 AM until 7:00 PM** at the following polling place:

**POLLING PLACE
Cailloux City Center for the Performing Arts (Municipal Auditorium)
910 Main Street
Kerrville, Texas 78028**

SECTION SEVEN. All resident qualified electors of the City shall be permitted to vote at said election. This election shall be held and conducted in

accordance with the Agreement; the Code; the Federal Voting Rights Act of 1965, as amended; the City Charter; and as may be required by law. All election materials and proceedings shall be printed in both English and Spanish. Kerr County will utilize its voting equipment for this election.

SECTION EIGHT. The Elections Officer is hereby appointed as Early Voting Clerk and the City Secretary shall serve as the Deputy Early Voting Clerk. Applications for ballot by mail must be received by mail no later than the close of business on Monday, April 15, 2024, at the following Mailing Address: Elections Officer, Attn: Early Voting Clerk, 700 Main Street, Kerrville, Texas, 78028.

SECTION NINE. The Elections Officer shall appoint the Election Judge and officers for the polling place and the Early Voting Ballot Board in accordance with the provisions of the Code and the Agreement. The City authorizes the Elections Officer to make changes, substitutions, or additions as to any voting official in accordance with the Code and the Agreement.

SECTION TEN. Early voting by personal appearance shall be conducted by Elections Officer in accordance with the Agreement. In accordance with the Code, the Elections Officer may appoint one or more deputy early voting clerks. Early voting shall be conducted at the Cailloux City Center for the Performing Arts (Municipal Auditorium), 910 Main Street, Kerrville, Texas, 78028, April 22, 2024 through April 30, 2024, and in accordance with the Code, as follows:

- **Monday, April 22, 2024, through Wednesday, April 24, 2024:** 8:00 AM to 6:00 PM
- **Thursday, April 24, 2024:** 8:00 AM to 5:00 PM
- **Friday, April 25, 2024:** 8:00 AM to 6:00 PM
- **Monday, April 29, 2024, and Tuesday, April 30, 2024:** 8:00 AM to 6:00 PM

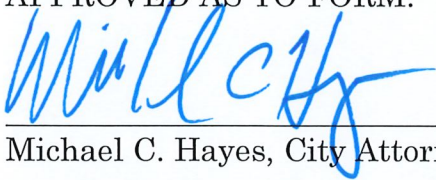
SECTION ELEVEN. City Council will conduct the official canvass of the election at a special meeting on Tuesday, May 14, 2024, in the Council Chambers, City Hall, 701 Main Street, Kerrville, Texas, where official notice of this election shall comply with state law, to include the Open Meetings Act.

SECTION TWELVE. City Council hereby gives the City Secretary the authority to take any action(s) to ensure that the election is conducted in accordance with the Code and the Agreement. Should the City Secretary be required to take such action, she shall provide written notice of the action to Council as soon as possible.

PASSED AND APPROVED ON this the _____ day of _____ A.D.,
2024.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

**THE STATE OF TEXAS
COUNTY OF KERR**

**JOINT ELECTION AGREEMENT
BETWEEN
CITY OF KERRVILLE AND KERR COUNTY**

THIS AGREEMENT is made and entered into by and between Ian Collum, Kerr County Clerk (or designated employee) on behalf of Kerr County, Texas duly constituted and acting as County Elections Officer and the City of Kerrville by and through _____, its Mayor, hereinafter referred to as "CITY OF KERRVILLE" and by authority of Section 31.092, Vernon's Texas Civil Statutes, Election Code for conducting and supervision of the election for the CITY OF KERRVILLE in conjunction with the Election.

Ian Collum, Kerr County Clerk (or designated employee) shall order all supplies for the election and distribute those supplies to the election personnel. Election forms and all records of the election shall be combined for use in this election on the Count Equipment.

THIS AGREEMENT is entered into in consideration of the mutual covenants and agreement hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF KERR COUNTY

Ian Collum Kerr County Clerk (or designated employee) agrees to coordinate, supervise, and handle all aspects in administering the CITY OF KERRVILLE elections in accordance with the provisions of the Texas Election Code and as outlined in this Agreement. Said election is scheduled to occur on May 4, 2024, to include early election dates and times required by state law. Should the City reschedule the election pursuant to state law, order, or otherwise, this Agreement shall remain valid for the rescheduled date, to include early voting, unless terminated by Ian Collum, Kerr County Clerk (or designated employee). [In addition, the County Elections Officer shall perform the services herein in accordance with Ch. 271, Texas Elections Code.](#) Ian Collum, Kerr County Clerk (or designated employee) in connection with the holding and supervision of said election shall assume the following responsibilities:

- a. Shall be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks and other election workers authorized to work at each voting location. Arrange for the notification, including writ of election, and compensation of all presiding judges and alternate judges.
- b. Election judges shall be responsible for picking up election supplies and materials at the time and place determined by Ian Collum, Kerr County

Election Contract – CITY OF KERRVILLE

Clerk (or designated employee). This responsibility will be set forth in the election judges' letter notifying the judge of his/her appointment.

- c. Procure, prepare, proof, and distribute ballots.
- d. Procure, prepare, and distribute election judges' kits.
- e. Arrange for the use and compensation of polling locations.
- f. Use Optical Scanning Verity Scan (Version Number 2.4) and DAU Verity Touch w/Access (Version Number 2.4 for counting of ballots as certified by the Secretary of State to comply with election laws (to include the Help America Vote Act or "HAVA" for early voting and election day.
- g. Assemble the list of registered voters to be used in conducting the election in conformity with the election precincts established for the election.
- h. Publish the legal notice of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.
- i. Supervise the handling and disposition of election returns, voted ballots, etc., and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- j. Ian Collum, Kerr County Clerk (or designated employee) will prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the CITY OF KERRVILLE as soon as possible after all returns have been tabulated, but in no event later than 2:00 p.m. on the 10th day following the election. CITY OF KERRVILLE will be responsible for the official canvass of its General Election.
- k. All early voting ballots (those cast by mail and those cast by personal appearance) will be prepared for counting by an Early Voting Ballot Board.
- l. Handle all aspects of Early Voting including those voting by mail.
- m. Prepare the results of the election for CITY OF KERRVILLE to conduct its own canvass of the election as prescribed by law.
- n. Provide at no cost for the storage of all election records as provided by law
- o. As the general custodian of election records shall conduct a criminal background check for relevant election officials, staff, and temporary workers upon hiring.

- p. Will ensure that Hart Intercivic certifies that a criminal background check on all employees, including temporary employees that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for KERR COUNTY has been performed. The Company has determined there are no findings that would prevent the employees from performing their assigned duties.

II. DUTIES AND SERVICES OF CITY OF KERRVILLE

CITY OF KERRVILLE in connection with the holding and supervision of said election shall assume the following responsibilities and shall directly bear any cost for the same:

- a. Shall receive from their candidates all documents filed under Title 15 of the Texas Election Code relating to campaign contributions and expenditures.
- b. Preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by the appropriate office or body and post or publish in the required time frame.
- c. Prepare and send out “Notice of Drawing” for a place on the Ballot to all eligible candidates.
- d. Election Officers with a list provided by Ian Collum, Kerr County Clerk (or designated employee) shall be appointed and approved thru the governing body of the CITY OF KERRVILLE. The Election Officers are as follows: Election Day Judge, Election Day Alternate Judge, Central Counting Station Manager, Tabulation Supervisor, Presiding Judge, and Early Voting Ballot Board Judge.
- e. Shall appoint and approve thru the governing body of the CITY OF KERRVILLE appoint Ian Collum as the Early Voting Clerk.
- f. Polling Location shall be appointed and approved thru the governing body of the CITY OF KERRVILLE.
- g. Deliver to Ian Collum, Kerr County Clerk or designated employee as soon as possible, a list showing the official wording for the Election titles that is to be printed on the ballot with the exact form, orders, wording, and spelling that is to be used.

Election Contract – CITY OF KERRVILLE

- h. Pay any additional costs incurred by Ian Collum, Kerr County Clerk or designated employee if a recount for the election is required, or the election is contested in any manner.
- i. Shall issue "Certificates of Election" to candidates elected after the Official Canvass.
- j. CITY OF KERRVILLE will be responsible for the official canvass of its Election.

III. PAYMENT FOR SERVICES

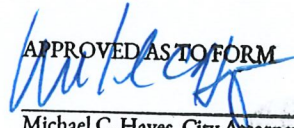
- a. CITY OF KERRVILLE shall pay to Kerr County the actual expenses directly attributable to the Contract including ten percent (10%) of the budget cost for Election Service Contract Fee pursuant to the Texas Election Code, Section 31.100 and the administrative fee of \$50.00 per election. (See attached Estimated Cost Sheet.)
- b. After the date of election and completion of all duties required, the Kerr County Clerk (or designated employee) shall then compute the final statement for all expenses including ten percent (10%) of the budget cost for Election Service Contract Fee, the \$50.00 Administration Fee and mail payment for the election services to Kerr County. CITY OF KERRVILLE shall be responsible for paying this amount within thirty (30) days from the Final Cost Report.
- c. If Election is cancelled a \$75.00 administration fee is due.

IN WITNESS WHERE OF, the parties hereto have made and entered into this agreement this _____ day of _____, _____.

Ian Collum, Kerr County Clerk
Or Designated Employee
Kerr County, Texas

Mayor
CITY OF KERRVILLE

APPROVED AS TO FORM


Michael C. Hayes, City Attorney

ESTIMATED COST of May 2024 Election for the CITY OF KERRVILLE							
County Election Services Contract Costs							
						Estimate	Actual
1	Ballot Printing Cost						
	First 1000 Ballots Free						
2	Electronic Voting System Programming					\$ 1,500.00	
	Ballots					\$ 1,600.00	
	Test and Sample Ballots					\$70.00	
	Shipping of Ballots					\$ 100.00	
* 3	Publication of Test of Electronic Voting Equipment						
	Newspaper-Kerrville Daily Times					\$ 75.00	
	Other Newspapers as requested per their fees						
4	Charge for Wireless Internet					\$ -	
* 5	Lease of Voting Machines						
	Early Voting and Election Day						
		# of Un	Lease Cost				
	Verity Scan - Early voting	1	\$91.50			\$ 91.50	
	Verity Scan - Election Day	1	\$91.50			\$ 91.50	
	Verity Scan Mail	1	\$91.50			\$ 91.50	
	Verity Controller	1	\$69.75			\$ 69.75	
	Verity Controller - ED	1	\$69.75			\$ 69.75	
	Verity Touch w/Access - ED	2	\$78.75			\$ 157.50	
	Verity Touch w/Access - ED	2	\$78.75			\$ 157.50	
	Count computer	1	\$180.00			\$ 180.00	
* 6	Precinct Election Judges and Clerks						
	\$10.00 per Hour						
	Early Voting Clerks			4	84 hours	\$ 3,360.00	
	Election Day Judge & Alternate Judge			2	15 hours	\$ 300.00	
	Election Day Clerks			5	14 hours	\$ 700.00	
* 7	Early Ballot Board Clerks			5	5 hours	\$ 250.00	
* 8	Tabulation Supervisor & Personnel			4	3 hours	\$ 120.00	
	Election Night Workers			3	3 hours	\$ 120.00	
	Signature Verification Committee						
9	Fee for Pickup of Supplies before Election Day and						
	Delivery of Supplies after Polls Close Per Election Day Judge					\$ 25.00	
8	Technical Support Personnel					\$ -	
9	Miscellaneous Election Costs						
	Elections Kits			2	\$ 58.00	\$ 116.00	
	Central Counting Station Kit			1	\$ 21.00	\$ 21.00	
	Shipping of Election Kits & Central Count kit					\$ 20.00	
	Shipping of vDrives for programming					\$ 60.00	
	Postage - Appointment of Judges & Clerks			15	\$ 0.60	\$ 9.00	
	Postage - Writ of Election to Judge			1	\$ 0.60	\$ 0.60	
* 10	Postage - Mail Ballots Application			600	\$ 0.60	\$ 360.00	
* 11	Postage- Mail Ballots			600	\$ 0.60	\$ 360.00	
* 12	Mail Ballot Kits			600	\$ 2.00	\$ 1,200.00	
	SUBTOTAL EXPENSES - Cost of the Election					\$ 11,275.60	

10	Election Service Contract Fee (10% of Cost)					\$ 1,127.56	
	Administrative Fee					\$ 50.00	
11	TOTAL COST OF ELECTION					\$ 12,453.16	
	Balance due 30 days after Final Cost Report						
* The following items may be divided with the different entities having the election							
3	Publication - Newspaper		shared costed with all Entities				
5	Lease - Election Machines		shared costed of Talley & Lap Top Computer w/all Entities				
6	Cost - Election Judge-Clerks		City of Kerrville & KISD share /City of Ingram & Ingram ISD share				
9	Shipping on MBB, Election Kits, & Ballots - Shared with all Entities						
9	Postage - Applications, Ballots, Mail Ballot Kits Shared with City of Kerrville & KISD						

DRAFT 01/03/24

**INTERLOCAL AGREEMENT FOR A JOINT ELECTION BETWEEN
THE CITY OF KERRVILLE, TEXAS AND KERRVILLE
INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement for a Joint Election (the "Agreement") is entered into by and between the City of Kerrville ("City"), a municipal corporation situated in Kerr County, Texas, and Kerrville Independent School District ("KISD"), a Texas Independent School District situated in Kerr County, Texas, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and Chapter 271 of the Texas Election Code. The City and KISD may be referred to as "Party" or collectively as "Parties".

WITNESSETH

WHEREAS, the City and KISD will each hold elections on Saturday, May 4, 2024; and

WHEREAS, Section 271.002 of the Texas Election Code authorizes two or more political subdivisions holding elections on the same day in all or part of the same county to enter into an agreement to hold their elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the City and KISD believe it to be in the public interest to enter into this Agreement, which authorizes the parties, in conjunction with the Kerr County Clerk, to hold a joint election pursuant to Chapter 271, Texas Election Code;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I - PURPOSE. The purpose of this Agreement is to authorize the City and KISD to hold a joint election on May 4, 2024, pursuant to Chapter 271 of the Texas Election Code, and to share those common polling places that serve the voters of both jurisdictions. The Parties have each entered into separate agreements with the Kerr County Clerk who has agreed to conduct the elections. Each Party will continue to work with the Kerr County Clerk and each other to conduct their elections as productively and efficiently as possible. This Agreement shall also apply to any runoff election.

ARTICLE II - TERM. The term of this Agreement is to commence upon final execution of this Agreement by the Parties and shall end upon the final canvassing conducted by each Party pursuant to its election.

ARTICLE III - LOCATION OF COMMON POLLING PLACES. The voters of particular election precincts may be served in this joint election by a common polling place located outside the boundary of the election precinct, inasmuch as the parties hereto have determined that the locations of such polling places, as recommended by the Kerr County Clerk, will adequately and conveniently serve the affected voters and will facilitate the orderly conduct of the elections, pursuant to Section 271.003 of the Texas Election Code.

DRAFT 01/03/24

ARTICLE IV - ALLOCATION OF EXPENSES. City and KISD shall provide to the Kerr County Clerk, from current revenues available to the paying party, their respective share of costs, as determined by the Kerr County Clerk, pursuant to Section 271.004 of the Texas Election Code. If a Party cancels an election, then its share of the costs shall be adjusted accordingly.

ARTICLE V - EARLY VOTING. The parties hereto agree to conduct early voting jointly, pursuant to Section 271.006 of the Texas Election Code.

ARTICLE VI - AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE VII - LEGAL CONSTRUCTIONS. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII- ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

(Signatures follow on next page)

DRAFT 01/03/24

EXECUTED THIS ____ day of _____, 2024.

THE CITY OF KERRVILLE:

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary

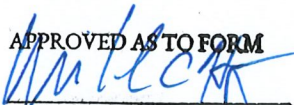
EXECUTED THIS ____ day of _____, 2024.

**KERRVILLE INDEPENDENT
SCHOOL DISTRICT:**

David Sprouse, M.D., President
KISD Board of Trustees

ATTEST:

Greg Peschel, Secretary
KISD Board of Trustees

APPROVED AS TO FORM


Michael C. Hayes, City Attorney



**TO BE CONSIDERED BY THE CITY
COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Purchase of Dump Truck for City's Public Works Department in the amount not to exceed \$150,000.00.

AGENDA DATE OF: January 9, 2024

DATE SUBMITTED: December 27, 2023

SUBMITTED BY: David Barrera, Assistant Director of Public Works

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$135,918.00	\$135,000.00	\$135,000.00	18-1861-5200

PAYMENT TO BE MADE TO: Kyrish Truck Center of Austin

Kerrville 2050 Item? Yes

Key Priority Area M - Mobility / Transportation

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

This unit is essential to maintain the Street Pavement Plan. It will be replacing a 2003 unit that is due for replacement.

RECOMMENDED ACTION:

Approve and authorize purchase.

ATTACHMENTS:

[20240109_Proposal_KyrishTruckCenterofAustin.pdf](#)

Prepared For:
City of Kerrville
Brandon Kelly
310 McFarland Dr.
Kerrville, TX 78028-4449
(830)257 - 8000
Reference ID: N/A

Presented By:
LONGHORN INT'L TRCKS LTD
Richard Woerndell
5010 Burleson Rd.
AUSTIN TX 78744 -
(512)389-1111

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 35000. Calc. GVWR: 35000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 32.54% / 3.58% @ 55 MPH Calc. Geared Speed: 76.4 MPH
DIMENSION:	Wheelbase: 160.00, CA: 85.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 160.00 Wheelbase, 85.00 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqiN
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiN Spring Brake
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDA	DRAIN VALVE (3) Petcocks, for Air Tanks
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes

<u>Code</u>	<u>Description</u>
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXD	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights, Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes Incandescent License Plate Light

<u>Code</u>	<u>Description</u>
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHC	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner when Vehicle Park Brake is "NOT" Set, with Ignition "ON" or "OFF" and any Door Opened and Brake Pedal Released
8XNY	HEADLIGHTS Halogen
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

<u>Code</u>	<u>Description</u>
	<u>Includes</u>
	: DEAERATION SYSTEM with Surge Tank
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
	: RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.38
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SWE	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer
	<u>Includes</u>
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

<u>Code</u>	<u>Description</u>
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u>
	: Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u>
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
60AAA	BDY INTG, REMOTE POWER MODULE Mounted Under Cab or On Battery Box, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)
7372135439	(2) TIRE, FRONT 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
7372135439	(4) TIRE, REAR 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position

Services Section:

Code	Description
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Body: NEW 10'L 6/8 yard Dump Body from Warren Truck and Trailer, LLC: includes Electric Tarp, 50T Pintle Hitch, see Quote WTTLLC00014794 for detailed body specs

Description

(US DOLLAR)

Price

Net Sales Price:

\$134,918.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle. Please keep in mind this quote is only valid for 30 days. A purchase order must be received within that time frame to be honored. Also this quote is based on production availability and our allocation from Navistar.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Quote WTTLLC00014794 Page 1 of 3 Date 10/19/2023

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Bill To	Ship To	Contact
LONGHORN INTERNATIONAL TRUCKS LTD. P.O. BOX 6260 AUSTIN TX 78762	LONGHORN INTERNATIONAL TRUCKS LTD. 5010 BURLESON RD AUSTIN TX 78744	RICHARD (512) 389-1111 Ext. 0000

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
		LON702	CHRIS	DELIVERED	Net30	0/0/0000	10,023,218	
QTY	Item Number	Description				UOM	Unit Price	Ext. Price
1	F-10	DUMP BODY - FRAME TYPE - 10' Q-14794 C/O KERRVILLE Yardage: 6/8 Floor Material: 3/16 A1011 Front / Material: 38" 10 GA A1011 Side / Material: 32" 10 GA A1011 Vertical Side Brace: Yes Horizontal Brace: No Hoist / Cylinder: T10-5383 Hyd Tank: Steel Side Mount 30 GAL - SMR30S Hydraulics: 85 CC Gear Pump w DIN Shaft Tipping Valve: Chassis Mount				EA	\$25,980.00	\$25,980.00
1	TAILGATE	Air Operated: Yes Panel: 3 Vertical Material: 10 GA A1011 Height: 38 Slope: None Chains: 5/16" Double Acting: Yes				Each	\$0.00	\$0.00
1	DB OPTIONS # 1	Cabshield: Full Width-1/2 (24") Asphalt Apron: 8" Bolt On: YES Center Board Pockets: No				Each	\$0.00	\$0.00
1	LIGHTS	Lights/Harness: LED Lights and Standard Harness Oval STT: None				Each	\$0.00	\$0.00
1	DB OPTIONS # 2	POWER & BEYOND HYDRAULICS TO OPERATE EXISTING AC-620 TAILGATE SPREADER FOLD UP LADDER DRIVERS SIDE FIRST PANEL - 2 RUNGS BELOW THE BODY				Each	\$0.00	\$0.00
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 85 CC Gear Pump w DIN Shaft Console: CLUTCH-SHIFT/AIR				Each	\$0.00	\$0.00



Quote WTTLLC00014794 Page 2 of 3 Date 10/19/2023

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		LON702	CHRIS	DELIVERED	Net30	0/0/0000	10,023,218
QTY	Item Number	Description	UOM	Unit Price	Ext. Price		
1	PAINT	Mudflaps and Brackets: Yes Side Boards: Metal -2x6 Covers: No Wires in Conduit No Delivery Fuel/Charges: Yes STEEL FRAME MOUNTED TOOLBOX - PASSENGERSIDE - 18X18X24 BUYERS 1702300 IF SPACE ALLOWS Color: Warren White (600-80006)	Each	\$0.00	\$0.00		
1	PTO	POWER TAKE OFF PTO Muncie MC1 Series (Auto) ALLISON AUTOMATIC Note: Not following OEM maintenance can result in non warrantable failure. Check for leaks and loose mounting hardware within first week of use. Recheck at regular maintenance periods (see OEM manual for intervals).	EA	\$0.00	\$0.00		
1	TARP SYSTEM	TARP system - installed TARP system - installed Installation: Installed Brand: Donovan Manual / Electric: Electric Type: Arm Aluminum / Steel: Aluminum Bent Arm: Yes Tarp Size: 90"x18' Tarp Type: LUMITE - ASPHALT Side Flaps: No	EA	\$0.00	\$0.00		
1	TOW PACKAGE	Pintle Plate: 1" Pintle Hitch: 50 Ton Glad Hands: Yes D Rings: Yes Tow Hooks: No Electric Plug: 7 Way - VERIFY MOUNT PLATE - 29" FROM BOTTOM OF PLATE TO THE GROUND PINLTE HITCH - CENTERED IN PLATE. ELECTICAL PLUGS LEFT OF HITCH - TAG LIGHT RIGHT OF HITCH SEE PHOTO(S) AND VERIFY HEIGHT	Each	\$0.00	\$0.00		



Quote WTTLLC00014794 Page 3 of 3 Date 10/19/2023

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LON702	CHRIS	DELIVERED	Net30	0/0/0000	10,023,218
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	DELIVERY	DELIVERY OF COMPLETED UNIT TO LONGHORN - AUSTIN \$650.00 PER UNIT DELIVERY CHARGES SHOWN IN SHIPPING COLUMN BELOW	Each	\$0.00	\$0.00	

Quotation reviewed and accepted by:
(signed) _____
Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only

Subtotal	\$25,980.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$650.00
Trade In Allowance	\$0.00
Total	\$26,630.00



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

HT06-20

Date
Prepared:

1/3/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548 and to **Contractor**.

Buying Agency:	City of Kerrville	Contractor:	Santex Truck Centers, Ltd.
Contact Person:	Brandon Kelly	Prepared By:	Carlos Weeber
Phone:	830-739-3792	Phone:	713-933-2396
Fax:		Fax:	
Email:	brandon.kelly@kerrvilletx.gov	Email:	cweeber@kyrishtrucks.com

Product Code:	HT06-20F5	Description:	HV507 Conv. Cab, SFFA,SRA
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 74751

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1570 Tow Hooks Front	84	7BLW Exhaust System	2128
1ANA Axle Config.	455	7WAZ Tail Pipe	64
2ARW Axle front 12K capacity	273	8518 Cigar Lighter	45
3ADC Suspension Front	67	8HAB Body Builder Wiring	100
4619 Trailer Connections	542	8MSG Battery System	103
4EBD Air Dryer	497	8RGA 2 Way Radio Wiring Effects	211
4VKC Dryer Location	50	8RPT Radio AM/FM/WB	368
4VKK Air Tank Location	151	8THB Back up Alarm	120
4WBX Dust Shields Front Brake	35	8TKB Stop, Turn, Tail, & BU Lights Supper 44	191
4WDM Dust Shields Rear Brake	70	8TMG Trailer Connection Socket	439
5708 Tilting Sterting Column125	125	Subtotal From Additional Sheet(s):	47342
6DGC Driveline System	612	Subtotal B:	54072

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Customer Required Published & Unpublished Options for			
Dump Truck Operation	6095	Subtotal From Additional Sheet(s):	
		Subtotal C:	6095

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 5%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	134918	=	Subtotal D:	134918
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: G. Total Purchase Price (D+E+F): 135918

8VUJ	Battery Box	101
8WGL	Windshield Wiper Speed Control	42
8WPZ	Test Ext Lights	42
8WRB	Headlights on W/Wipers	42
8WTK	Starting Motor	193
8XHC	Alarm Parking Brake	42
9WAC	Bug Screen	131
10WCY	Safety Triangles	47
12EYX	Diesel Engine Cummins L9 330	9404
12VBB	Air Cleaner Dual Element	108
12WVG	EPA Idle Compliance	97
13BCS	Transmission Automatic Allison 3000 RDS	6476
13WDZ	Shift Control Parameters	48
13WET	Trans. Shift Control	50
13WLP	Trans Oil Synthetic	203
14051	Axle, Rear Single	1157
14VAH	Suspension Rear Single	169
14WMG	Axle, Rear Lube Synthetic	198
15WSE	Fuel tank 70 Gallon	351
16HGH	Gauge, Oil Temp, Trans.	48
16HHE	Gauge, Air Cleaner Restriction	30
16LUM	Passenger Seat	518
16WLS	Fresh Air Filter	76
16WSL	Mirror, Convex, Hood Mounted	213
27DUK	Wheels Front	84
28DUK	Wheels Rear	127
60AAA	Body Intg Remote Power Module	690
60ABE	Body Intg. PTO Accommodation	25
	Sub Total	20712
	Warren Body Quote 14794 6/8 Yd Dump	26630
	Total	47342



**TO BE CONSIDERED BY THE CITY
COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: City Council workshop minutes December 12, 2023.

AGENDA DATE OF: January 9, 2024

DATE SUBMITTED: December 19, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

City Council workshop minutes December 12, 2023 at 4:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240109_Minutes CC workshop 12-12-23.pdf](#)

**CITY COUNCIL WORKSHOP MINUTES
CITY HALL COUNCIL CHAMBERS**

**DECEMBER 12, 2023 4:00 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On December 12, 2023 at 4:07 p.m., the City Council workshop was called to order by Mayor Judy Eychner at City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Roman Garcia, Council Place 1
Jeff Harris, Council Place 2
Joe Herring Jr, Council Place 3
Brenda Hughes, Council Place 4/Mayor Pro Tem

COUNCILMEMBERS ABSENT:

None

CITY STAFF PRESENT:

Dalton Rice, City Manager	Stuart Barron, Executive Director
Mike Hayes, City Attorney	Guillermo Garcia, Executive Director
Michael Hornes, Asst City Manager	Eric Maloney, Fire Chief
Kim Meisner, Asst City Manager	Chris McCall, Police Chief
Shelley McElhannon, City Secretary	

VISITOR(S) PRESENT:

Jeffrey Brown, Manager Cailloux City Center
Tony Battle, President of Byrne Construction Services
Josh Holcomb, Byrne Construction Services
Joel Kokemor, Freese and Nichols Inc.

1. PUBLIC COMMENT: None

2. DISCUSSION, CONSIDERATION, POSSIBLE ACTION:

2A. Playhouse 2000 report, and Cailloux Theater update.

Jeffrey Brown provided information, Jeffrey Brown and Michael Hornes responded to questions.

2B. Public Safety Facility update.

Michael Hornes and Tony Battle provided information and responded to questions.

Mayor Eychner made a motion to convene Executive Session under 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.074 (deliberation regarding personnel matters), and 551.087 (deliberation regarding economic development negotiations), seconded by Councilmember Brenda Hughes. The motion passed 5-0. At 4:48 p.m., the open workshop recessed and Council convened into closed Executive Session.

3. EXECUTIVE SESSION:

3A. Headwater Groundwater Conservation District proposed groundwater permit for the City (551.071).

3B. Economic Development projects update:

- Megaacrete Real Estate, LLC (f/k/a Litecrete Inc.) (551.071, 551.087)

- Lennar Homes of Texas Land and Construction, LTD (Windridge residential project) (551.071, 551.072, 551.087).

3C. Appointment to Kerr Central Appraisal District Board of Directors (551.074).

At 6:00 p.m., the closed Executive Session adjourned and the open workshop reconvened.
No action taken during Executive Session.

4. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY:** None

ADJOURN. The workshop adjourned at 6:00 p.m.

APPROVED BY COUNCIL: _____ ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



**TO BE CONSIDERED BY THE CITY
COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: City Council meeting minutes December 12, 2023.

AGENDA DATE OF: January 9, 2024

DATE SUBMITTED: December 19, 2023

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

City Council meeting minutes December 12, 2023 at 6:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[*20240109_Minutes CC meeting 12-12-23 6pm.pdf*](#)

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
DECEMBER 12, 2023 6:00 PM**

On December 12, 2023 at 6:00 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Jeff Harris provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Roman Garcia, Councilmember Place 1
Jeff Harris, Councilmember Place 2
Joe Herring, Jr., Councilmember Place 3
Brenda Hughes, Councilmember Place 4

COUNCILMEMBER ABSENT:

None

CITY EXECUTIVE STAFF:

Dalton Rice, City Manager
Mike Hayes, City Attorney
Kim Meisner, Asst City Manager
Michael Hornes, Asst City Manager
Shelley McElhannon, City Secretary
Stuart Barron, Executive Director

Stuart Cunyus, Public Information Officer
Megan Folkerts, Sr Management Analyst
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Drew Paxton, Director of Planning/Zoning
Trina Rodriguez, Asst Director Finance

VISITORS PRESENT: A list of the citizen speakers present during the meeting is on file in the City Secretary's Office for the required retention period.

Greg Richards, Chair of the Charter Review Committee
Josh Holecomb, Byrne Construction Services
Joel Kokemor, Freese and Nichols
Mary Rohrer, Airport Manager

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Community announcements provided by Stuart Cunyus and Councilmember Brenda Hughes.

2. PRESENTATION(S):

2A. Kerrville Kindness Award: Kerrville Christmas Lighting Corporation.

Mayor Eychner presented the Kerrville Kindness Award to the Kerrville Christmas Lighting Corporation board members and Kerrville Public Utility Board personnel.

2B. Proclamation recognizing the "Christmas in Kerrville" 2023 poem author.

Mayor Eychner recognized Lidia Goldthorn as the 2023 "Christmas in Kerrville" poem winner. Lidia Goldthorn read her poem.

2C. Proclamation recognizing the Major James Kerr Chapter of the Daughters of the American Revolution day.

Mayor Eychner presented a proclamation honoring the Major James Kerr Chapter of the Daughters of the American Revolution day. Representatives in attendance included Dawn Collum, Marcy Dunn, Catherine Gauldin, Gina Ireland, and Susie McCalla.

2D. Commendations for outgoing Board members of the Main Street Advisory Board, and the Senior Services Advisory Committee.

Mayor Eychner presented commendations to Waverly Jones, Tammie Heathman, Clint Morris, Lyndia Rector, Sue Schulse, Melissa Southern, Theresa Standage, and Sandra Yarbrough. Waverly Jones, Clint Morris, Lyndia Rector, and Sandra Yarbrough were in attendance.

2E. Report from the City's Charter Review Committee as to its proposed amendments to the City's existing Charter.

Mike Hayes and Greg Richards provided information and responded to questions. Proposed propositions will be presented at the January 09, 2024 meeting.

3. VISITORS FORUM:

The following person(s) spoke:

- Vinny Mifsud
- Sylvia Sieker
- Sean Tenery
- Dana Mohammadi
- George Baroody
- Bill Blackburn

4. CONSENT AGENDA:

Councilmember Roman Garcia requested to pull item 4E. Councilmember Hughes made a motion to approve Consent Agenda items 4A, 4B, 4C, 4D, and 4F, seconded by Councilmember Garcia. The motion passed 5-0.

4A. Resolution No. 44-2023. A Resolution authorizing approval of a Mutual Aid Agreement to Multi-jurisdictional Tactical Response Team as between the City of Kerrville, Texas, the City of Fredericksburg, Texas, and the City of Boerne, Texas.

4B. Purchase of one (1) Type 1 Ambulance from Sterling McCall Ford through the Buyboard Purchasing Cooperative #650-21, at a price note to exceed \$327,000.

4C. Affiliation Agreement between Alamo Community College District on behalf of San Antonio College to allow Emergency Medical Technician (EMT) students participate in ambulance clinicals.

4D. City Council workshop minutes, November 14, 2023.

4F. City Council special-called meeting minutes, November 30, 2023.

END OF CONSENT AGENDA.

4E. City Council meeting minutes, November 14, 2023.

Councilmember Roman Garcia requested to approve the minutes with the following amendment: Item 5A on page 3 by striking "*alleged*" and inserting "*stated*" and striking "*in which Dalton Rice established as false, advising that Mayor Eychner has the ability to call a special called meeting at any time*", so that if adopted the sentence will read "*Councilmember Garcia stated Mayor Eychner had publicly disclosed confidential information provided in closed Executive Session.*", seconded by Mayor Eychner. The motion passed 5-0.

Mayor Eychner provided praise for items 4A and 4C.

Mayor Eychner shifted item 8B forward.

CONSIDERATION AND POSSIBLE ACTION:

8B. First Amendment to the Design-Build Contract with Thos. S. Byrne, Inc. dba Byrne Construction Services Corporation in the amount of \$7,026,421.00 for the Public Safety Facility Project.

Michael Hornes, Josh Holecomb, and Joel Kokemor provided information and responded to questions. Shelley McElhannon read item 8B caption into record.

Councilmember Hughes made a motion to authorize the City Manager to finalize the design-build contract amendment for the Public Safety Facility Project, seconded by Councilmember Joe Herring, Jr. The motion passed 5-0.

Mayor Eychner shifted item 6B forward.

ORDINANCE(S), SECOND READING:

6B. Ordinance No. 2023-32. An ordinance changing the zoning of a property known as 518 and 520 Lois Street, consisting of Lots 1-3, Block 25, of the Westland Addition, and within the City of Kerrville, Kerr County, Texas; from a Single-Family Residential with Accessory Dwelling Unit Zoning District (R-1A) to a Light Commercial Zoning District (C-2); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2023-32 caption into record.
Drew Paxton provided information.

Councilmember Herring made a motion to approve Ordinance No. 2023-32 on second reading, seconded by Councilmember Hughes. The motion passed 5-0.

5. PUBLIC HEARINGS AND RESOLUTIONS:

5A. Resolution No. 39-2023. A Resolution granting a Conditional Use Permit to authorize a Building Contractor, General on property generally located adjacent to and east of the intersection of Woodlawn Ave. and Lois St.; consisting of Lots 1-3, Block 25, Westland Addition; and more commonly known as 518 and 520 Lois St.; said property is located within a Single-Family Residential with Accessory Dwelling Unit Zoning District (R-1A); and making said permit subject to certain conditions and restrictions.

Shelley McElhannon read Resolution No. 39-2023 caption into record.

Drew Paxton provided information and responded to questions.

Mayor Eychner opened the public hearing at 7:12 p.m.

No person(s) spoke.

Mayor Eychner closed the public hearing at 7:12 p.m.

Councilmember Harris made a motion to approve Resolution No. 39-2023, seconded by Councilmember Hughes. The motion passed 5-0. Councilmember Garcia requested to note that this land is now zoned C2 as Ordinance No. 2023-32 was just adopted.

5B. Resolution No. 40-2023. A Resolution granting a Conditional Use Permit to authorize a Dwelling Single-Family detached with Accessory Dwelling Unit on the property consisting of Lot 13, Block 3, Methodist Encampment Addition; more commonly known as 1312 Cedar

Dr.; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to certain conditions and restrictions contained herein.

Shelley McElhannon read Resolution No. 40-2023 caption into record.

Drew Paxton provided information and responded to questions.

Mayor Eychner opened the public hearing at 7:15 p.m.

No person(s) spoke.

Mayor Eychner closed the public hearing at 7:15 p.m.

Councilmember Hughes made a motion to approve Resolution No. 40-2023, seconded by Councilmember Herring. The motion passed 5-0.

5C. Resolution No. 42-2023. A Resolution granting a Conditional Use Permit to authorize a Dwelling Single-Family detached with Accessory Dwelling Unit on the property consisting of Lot 19, Block 4, Highlands Addition; more commonly known as 505 East Lane; said property is located within a Single-Family Residential Zoning District (R-1); and making said permit subject to certain conditions and restrictions contained herein.

Shelley McElhannon read Resolution No. 42-2023 caption into record.

Drew Paxton provided information and responded to questions.

Mayor Eychner opened the public hearing at 7:18 p.m.

The following person(s) spoke:

- George Baroody

Mayor Eychner closed the public hearing at 7:20 p.m.

Councilmember Herring made a motion to approve Resolution No. 42-2023, seconded by Councilmember Harris. The motion passed 5-0.

6. PUBLIC HEARING AND ORDINANCES, SECOND READING:

6A. Ordinance No. 2023-31, second reading. An Ordinance amending Ordinance No. 2003-08, which created a Planned Development District on an approximate 798.7 acre tract of land generally located northeast of the intersection of State Highway 16 and Interstate Highway 10; said amendments to update the concept plan and the land use table included within Ordinance No. 2003-08, to combine various residential lot sizes into a single area (parcel) and to alter the layout of the golf course area and commercial areas; establishing a penalty and effective date; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2023-31 caption into record.

Drew Paxton advised of revised wording in the ordinance and the contract plan, and Mayor Eychner provided additional information.

Councilmember Herring made a motion to adopt Ordinance No. 2023-31 on second reading, seconded by Councilmember Hughes. The motion passed 5-0.

6B. Ordinance No. 2023-32. An ordinance changing the zoning of a property known as 518 and 520 Lois Street, consisting of Lots 1-3, Block 25, of the Westland Addition, and within the City of Kerrville, Kerr County, Texas; from a Single-Family Residential with Accessory Dwelling Unit Zoning District (R-1A) to a Light Commercial Zoning District (C-2); and providing other matters relating to the subject.

Item 6B was shifted forward before item 5A. Item 6B was approved 5-0.

6C. Ordinance No. 2023-33. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas; by changing the zoning for the property known as 226 Harper Rd (FM 783); an approximate 1.71 acre tract out of the Fosgate Survey No. 120, Abstract 138; from a Single Family Residential Zoning District (R-1) to a Residential Transition Zoning District (RT); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2023-33 caption into record.

Councilmember Hughes made a motion to approve Ordinance No. 2023-33 on second reading, seconded by Councilmember Herring. The motion passed 5-0.

7. ORDINANCE(S), FIRST READING:

7A. Ordinance No. 2023-34. An Ordinance amending the City's Fiscal Year 2024 (FY2024 budget) to allocate funds to be used for expenses related to the City's preparation for and response to the Total Solar Eclipse event, which will take place April of 2024.

Shelley McElhannon read Ordinance No. 2023-34 caption into record.
Trina Rodriguez provided information and responded to questions.

Councilmember Hughes made a motion to approve Ordinance No. 2023-34 on first reading, seconded by Councilmember Harris. The motion passed 5-0.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Resolution No. 43-2023. A Resolution casting votes of the City of Kerrville, Texas, for Kerr Central Appraisal District (KCAD) Board of Directors. (This item is eligible for Executive Session 551.074).

Shelley McElhannon read Resolution No. 43-2023 caption into record.

Councilmember Garcia made a motion to adopt Resolution No. 43-2023, and fill in the blanks with the following votes: Amy 1 vote, Jack 248 votes, Carter 1 vote, Wesley 248 votes, Eric 1 vote, Lary 248 votes, Rolinda 1 vote, and Jay 1 vote, totaling 749 votes, seconded by Councilmember Hughes. The motion passed 5-0.

8B. First Amendment to the Design-Build Contract with Thos. S. Byrne, Inc. dba Byrne Construction Services Corporation in the amount of \$7,026,421.00 for the Public Safety Facility Project.

Item 8B was shifted forward –after item 4 Consent Agenda. Item 8B was approved 5-0.

8C. Purchase Sale Agreement between the City of Kerrville, Economic Improvement Corporation (EIC) and Megaacrete Real Estate, LLC (Project Mount Saddle), which agreement provides for the EIC to convey property it owns along the 300 block of Peterson Farm Road, consisting of approximately 86.71 acres.

Shelley McElhannon read item 8C caption into record.
Michael Hornes and Dalton Rice provided information and responded to questions.

Councilmember Garcia motioned to postpone the item until the next regular meeting. Mayor Eychner called for a second, with no second forthcoming. Motion died for lack of second.

Councilmember Hughes made a motion to finalize the Economic Development Project Application to the City of Kerrville, Economic Improvement Corporation (EIC), from Litecrete, Inc. (Project Mount Saddle), for the Economic Improvement Corporation to convey property it owns along the 300 block of Peterson Farm Road, seconded by Councilmember Harris. The motion passed 4-1 with Mayor Eychner, Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

8D. Economic Development Grant Agreement between Lennar Homes of Texas Land and Construction, Ltd., and the City of Kerrville, Texas Economic Improvement Corporation.

Shelley McElhannon read item 8D caption into record.

Michael Hornes and Mike Hayes provided information and responded to questions.

The following person(s) spoke:

- George Baroody

Councilmember Garcia made a motion to deny the Economic Development Grant Agreement between Lennar Homes of Texas Land and Construction, Ltd. Mayor Eychner called for a second, with no second forthcoming. Motion died for lack of second.

Councilmember Herring made a motion to approve the Economic Development Grant Agreement between Lennar Homes of Texas and the City of Kerrville, Texas Economic Improvement Corporation, seconded by Councilmember Harris. The motion passed 4-1 with Mayor Eychner, Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

8E. Approval of the offer letter from the Kerrville-Kerr County Airport Manager to the Carnegie Holding Company, LLC, for the Airport to purchase 54.95 acres of land adjacent to the Airport, such offer in the amount of \$824,250.00.

Michael Hornes and Mary Rohrer provided information and responded to questions.

Councilmember Hughes made a motion to authorize the Kerrville-Kerr County Airport Manager to submit an offer of \$824,250 to Carnegie Holding Company, LLC for 54.95 acres of land adjacent to the Airport, seconded by Councilmember Herring. The motion passed 5-0.

9. BOARD APPOINTMENT(S):

9A. Appointment(s) to the Library Advisory Board.

Councilmember Hughes made a motion to appoint Marnie Bethel and Jill Drake, seconded by Councilmember Herring. The motion passed 5-0.

9B. Appointment(s) to the Planning & Zoning Commission. (This item is eligible for Executive Session 551.074).

Councilmember Harris made a motion to reappoint John Bernhard and Abram Bueche, and appoint John Lovett, seconded by Councilmember Hughes. The motion passed 5-0.

9C. Appointment(s) to the Recovery Community Coalition.

Councilmember Garcia made a motion to appoint Randie Benno, Alan Peterson, Phil Taylor, and Dale Trees to the Recovery Community Coalition, seconded by Councilmember Herring. The motion passed 5-0.

10. **EXECUTIVE SESSION:** Executive Session not called nor convened.

11. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.** N/A

12. **ITEM(S) FOR FUTURE AGENDAS:** None

ADJOURN. The meeting adjourned at 8:15 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



**TO BE CONSIDERED BY THE CITY
COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Review Report from the Charter Review Commission regarding recommendation of amendments to City Charter.

AGENDA DATE OF: January 9, 2024

DATE SUBMITTED: December 19, 2023

SUBMITTED BY: Mike Hayes, City Attorney

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

At Council's Dec. 12, 2023 meeting, the Charter Review Commission presented a Report concerning amendments to the City's existing Charter that it recommends Council submit to the voters at the May 4, 2024 election. Council listened to a presentation from the Chair of the CRC regarding the Report and then reviewed the proposed amendments and the rationale for such amendments as found within the Report. This agenda item gives Council additional time to consider all of the amendments and to then give direction to the City Attorney as to what amendments to place on the May election. Note that the CRC's Report and a copy of the revised Charter is linked from the City's website.

RECOMMENDED ACTION:

Provide direction to City Attorney.

ATTACHMENTS:

[20240109_Report Charter Review Commission.pdf](#)



**REPORT OF THE 2023 KERRVILLE
CHARTER REVIEW COMMISSION**

**Greg Richards, Chair
Mike Sigerman, Vice-Chair
Danny Almond
Brenda Craig
Jason Gilbreath
Tim Summerlin
Sandra Yarbrough**

December 12, 2023

December 12, 2023

Honorable Mayor and City Councilmembers:

We, the members of the 2023 Charter Review Commission ("CRC"), held seven meetings to review the Kerrville City Charter and consider whether amendments are necessary or desirable. Our review was in strict conformance with the *City Council Charge to and Schedule for the Charter Review Commission*, dated August 22, 2023. We sought and allowed public input at each meeting and held a public hearing on December 6, 2023.

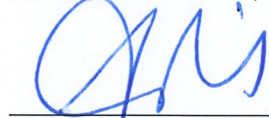
Our work is now concluded and we present this report to you. As you will see, the report identifies 26 amendments that we believe should be submitted to City voters for consideration. Each change is addressed separately but perhaps at least some may be consolidated for presentation to City voters.

Our report begins with a summary of recommendations. The summary is followed by the actual text of each of the proposed amendments. Within the text of the amendments, blue underlined indicates language proposed to be added and ~~bracketed red overstrike~~ indicates language proposed for deletion. A brief statement of the CRC's rationale for proposing the change follows each of the proposed changes. One of our most significant goals was to clarify and simplify as necessary. In most cases, where state law provides authority for a specific subject and/or action, we recommended deleting that section.

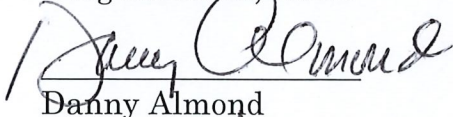
We appreciate the opportunity to serve you and the citizens of our community through the Charter review process.

Respectively submitted.

Members of the Kerrville 2023 Charter Review Commission:



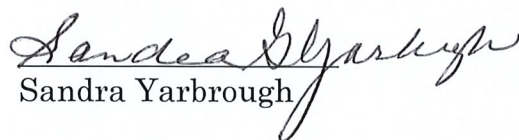
Greg Richards, Chair



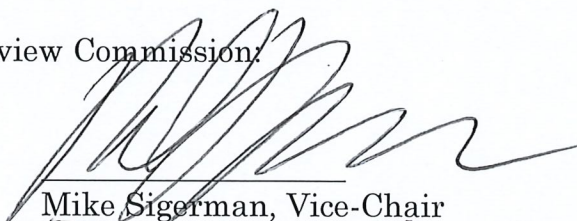
Danny Almond



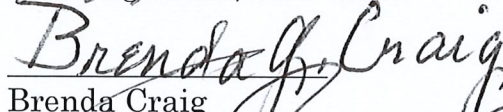
Jason Gilbreath



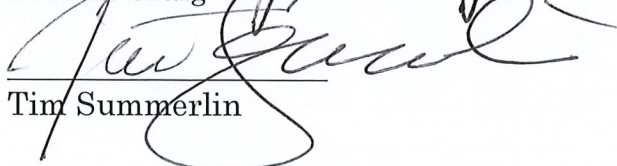
Sandra Yarbrough



Mike Sigerman, Vice-Chair



Brenda Craig



Tim Summerlin

SUMMARY OF RECOMMENDATIONS

Descriptions

- 1) Amend Section 1.02 to replace “competent” with “appropriate”.
- 2) Delete Section 1.03 that addresses City property.
- 3) Amend Section 1.05 to address legislative changes to the state’s annexation law.
- 4) Amend Section 1.06 that addresses the City’s authority over the disannexation of property, to simplify the language.
- 5) Add Section 1.08 to provide for required notice of damages or injuries.
- 6) Amend Section 2.02, subsection c., as to grammar for clarity.
- 7) Amend Section 2.03, subsection a., to increase the length of a Councilmember’s term in office from two to three years.
- 8) Amend Section 2.04 to clarify when a vacancy in the office of a Councilmember occurs, to include when a Councilmember must forfeit his or her office.
- 9) Amend Section 2.05 to change compensation amount and method for Councilmembers and Mayor.
- 10) Amend Section 3.04 for clarifying conduct required of Councilmembers and add clarifying language.
- 11) Amend Section 4.02 to change required vote for an election of Councilmembers from plurality to majority vote, required by law for 3-year terms.
- 12) Amend Section 4.03 to correct punctuation for clarity.
- 13) Amend Section 5.10, subsections a. and c., to add a definition and a comma for clarity.
- 14) Amend Section 6.01 to correct punctuation for clarity.
- 15) Amend Section 6.02 by adding words for clarity.
- 16) Amend Section 6.03 to: i) provide that a super-majority of the entire Council must both approve the appointment and removal of the City Manager; ii) remove the timing restrictions as to removal; and iii) address gender and grammar for clarity.
- 17) Amend Section 6.05 to correct punctuation for clarity.
- 18) Amend Section 7.01, subsection d., to: i) provide that a super-majority of Council must both approve the appointment and removal of the City Attorney; and ii) remove the timing restrictions as to removal.
- 19) Amend Section 8.01, subsection c., to adjust the timing for the submission of the City Manager’s proposed budget to City Council.
- 20) Amend Section 8.04, subsection c., to fix a typographical error.
- 21) Amend Section 9.02 to address gender for clarity.
- 22) Delete Article X pursuant to the applicability and redundancy of state law.
- 23) Delete Article XI pursuant to the applicability and redundancy of state law.

- 24)Delete Section 12.01 pursuant to the applicability and redundancy of state law.
- 25)Delete Section 12.03 pursuant to the applicability and redundancy of state law.
- 26)Amend Section 12.05 for clarity and to remove an obsolete term.
- 27)Amend Section 12.06, subsection a.1., to correct punctuation for clarity.

PROPOSED AMENDMENTS

1) Amend Section 1.02 to replace “competent” with “appropriate”.

Section 1.02. Enumerated Powers not Exclusive.

The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition, to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the City of Kerrville shall have, and may exercise, all powers of local self-government, provided by the Constitution and laws of the State of Texas, as it is ~~competent~~ appropriate for this Charter to specifically enumerate. All powers of the City, whether expressed or implied, shall be exercised in the manner prescribed by this Charter, or if not prescribed therein, then in the manner provided by ordinance or resolution of the Council.

Rationale: This revision is intended to add clarity regarding the City’s home-rule authority. No substantive change.

2) Delete Section 1.03 that addresses City property.

~~[Section 1.03. Provisions Relating to Assignment, Execution, and Garnishment.~~

~~The property, real and personal, belonging to the City shall not be liable to be sold or appropriated under any writ of execution or cost bill. The funds belonging to the City, in the hands of any person, firm or corporation, shall not be liable to garnishment; nor shall the City be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the City nor any of its officers or agents shall be required to answer any such writ of garnishment on any account whatever. The City shall not be obligated to recognize any assignment of wages or funds by its employees, agents, or contractors.]~~

Rationale: State law provides this authority and these protections to the City; thus, this section is not necessary.

3) Amend Section 1.05 to address legislative changes to the state's annexation law.

Section 1.05. Annexation of Territory.

Subject to state law, [The] City Council may by ordinance annex territory lying adjacent to the City, with ~~[or without]~~ the consent of the inhabitants in such territory, or owners thereof~~[, not inconsistent with the Constitution and Statutes of the State of Texas or the United States of America.]~~ City Council may unilaterally annex territory but only in accordance with state law.

Rationale: The Texas Legislature recently amended the state law (Ch. 43, Texas Local Government Code) as to a city's authority to annex property. Based upon these changes, most of the authority for the City to unilaterally annex property was stricken from this statute. Thus, these changes reflect state law.

4) Amend Section 1.06 that addresses the City's authority over the disannexation of property, to simplify the language.

Section 1.06. ~~[Deannexation]~~ Disannexation.

City Council ~~[Whenever there exists within the corporate limits of the City of Kerrville any territory not suitable or necessary for City purposes, the Council may, upon a petition signed by a majority of the qualified voters residing in such territory, if the same be inhabited, or without any such petition if the same be uninhabited,]~~ by ordinance duly passed by a majority vote of all the Councilmembers, may discontinue ~~[said]~~ any territory as a part of ~~[said]~~ the City~~[-said]~~ the ~~[petition and]~~ ordinance shall specify accurately the metes and bounds of the territory ~~[sought]~~ to be eliminated from the City and shall contain a plat designating such territory so that the same can be definitely ascertained; and when ~~[said]~~ the ordinance has been duly passed, the same shall be entered upon the minutes and records of ~~[said]~~ the City, and from and after the entry of such ordinance, ~~[said]~~ the territory shall cease to be a part of ~~[said]~~ the City, but ~~[said]~~ the territory shall still be liable for its pro rata share of any debts incurred while ~~[said]~~ the area was a part of ~~[said]~~ the City.

Rationale: These revisions are intended to provide clarity to the City's authority to deannex property.

5) Add Section 1.08 to provide for required notice of damages or injuries.

Section 1.08. Notice of Damage or Injury Required.

- a. The City of Kerrville shall never be liable for any personal injury, whether resulting in death or not, unless the person injured or someone in his or her behalf, or in the event the injury results in death, the person or persons who may have a cause or action under the law by reason of such death or injury, shall file a notice in writing with the City Manager within ninety (90) days after same has been received, stating specifically in such notice when, where and how the exact injury occurred and the full extent thereof, together with the amount of damages claimed or asserted. These notice requirements do not apply if the City has actual notice that death has occurred or that the claimant has received some injury. Further, should the claimant provide good cause for failure to comply with the notice requirements then these notice requirements shall not apply.
- b. The City Kerrville shall never be liable for any claim for damage or injury to personal property unless the person whose personal property has been injured or damaged or someone in his or her behalf, shall file a claim in writing with the City Manager within ninety (90) days after said damage or injury has occurred and the full extent thereof, and the amount of damage sustained. The City shall never be liable for any claim for damage or injury to real property caused by the negligent act or omission of its officers, servants, agents, or employees, unless the person whose real property has been injured or damaged or someone in his or her behalf, files a claim in writing with the City Manager within ninety (90) days after said damage or injury has occurred, stating specifically when, where, and how the injury or damage occurred and the amount of damage claimed. These notice requirements do not apply if the City has actual notice that the claimant's property has been damaged. Further, should the claimant provide good cause for failure to comply with the notice requirements then these notice requirements shall not apply.

Rationale: This section would require persons injured because of the City's action or inaction to give the City written notice of a claim within 90 of days of the incident. This section will shorten the state law requirement, **which is 180 days**. The CRC believes it to be in the City's best interests to know as soon as possible about claims that may be made against it.

6) Amend Section 2.02, subsection c., for clarity.

Section 2.02. Qualifications for Councilmembers.

- c. Shall be a resident of the City for at least twelve (12) consecutive months preceding the election day; provided, however, that any person who shall have been a resident for a period of not less than twelve (12) consecutive months immediately preceding the election of any territory not formerly within the corporate limits of the City, but which ~~is~~ has been annexed under the provision of this charter, shall be eligible for said office;

Rationale: This change in verb tense provides clarity to this section. No substantive change.

7) Amend Section 2.03, subsection a., to increase the length of a Councilmember's term in office from two to three years.

Section 2.03. Term of Office.

- a. The members of the City Council shall hold their offices for a term of ~~two~~ three years and until their successors have been elected and duly qualified in accordance with this Charter. Five Councilmembers will be elected at large, two in one year for Places One and Two ~~[, and the following year, three]; two~~ will be elected for Places Three~~;~~ and Four the next year; and the Mayor ~~[, respectively]~~ will be elected the next year.

Rationale: 1) The CRC believes that increasing the term of office for each Councilmember, which includes the Mayor, is beneficial. Based upon input from Councilmembers, particularly persons who have previously served, the consensus was that a two-year term is often too short to get a beneficial, productive understanding of the office. For one, by the time a Councilmember learns how the City functions, the processes involved, a portion of the most significant laws, and the way that a Councilmember can influence policy decisions, the Councilmember is well into his or her 2nd year of office and must start thinking about whether to run for an additional term. A three-year term would allow the Councilmember additional time to gain experience, comfort, and proficiency as to these issues, and to use that wisdom to provide better leadership for the City. Further, having the mayoral race in its own year frees a candidate to pursue the office without intentional or assumed alignment with other Councilmember candidates. 2) Per state law, when increasing from a two-year to three-year term, the following consequences will occur: i) the “resign to run” constitutional provision will apply, meaning that where a Councilmember announces his or candidacy for another office, he or she will have automatically and by operation

of law, resigned his or her position; ii) a candidate for Council must receive a majority of votes to win, instead of the current plurality requirement. This means that run-off elections may occur in races between more than 2 candidates. See amendments for Section 4.02, below; and iii) voters would vote to fill a vacancy where the term is greater than one year; Council would fill vacancies where less than one year remains on a term. See amendments for Section 2.04, below. 2) The proposed amendment to this section would create a staggered, three-year cycle for elections, such that Councilmembers for places 1 and 2 would be elected the 1st year, Councilmembers for places 3 and 4 the 2nd year, and then the Mayor would be elected the 3rd year. 3) After considering several different scenarios, the CRC recommends that if the voters approve the amendment to this subsection, the person elected as Mayor in May 2024 would have his or her term lengthened to the three-year term. This would start the three-year, staggered process for increasing all of the terms.

8) Amend Section 2.04 to clarify when a vacancy in the office of a Councilmember occurs, to include when a Councilmember must forfeit his or her office.

Section 2.04. Vacancies.

- a. The office of a Councilmember shall become vacant upon his or her death, resignation, forfeiture of office, or removal from office by any manner authorized by law.
- b. A Councilmember shall forfeit his or her office if he or she:
 - 1. cease to possess the required qualifications for election to office;
 - 2. are convicted of a felony; or
 - 3. cease to be a resident of the City.
- c. Every forfeiture shall be declared and enforced by the City Council.
- d. Vacancies in the City Council, including a vacancy resulting from a recall election, shall be filled by the Council ~~[for the remainder of the unexpired term. The Council shall appoint a qualified elector to fill a vacancy within forty-five (45) days after such vacancy occurs, as determined by state law. For purposes of this section and the Charter, a “qualified elector” or “qualified voter” means a “registered voter”]~~ in accordance with state law.

Rationale: The amendments to this section clarify, in accordance state law, when a Councilmember vacates his or her office. In addition, the amendment essentially adds qualifications to remain in office, and where a Councilmember fails to meet any

one of these qualifications, he or she must resign or the Council must declare the lack of qualifications and enforce the removal. Finally, the amendment also addresses a consequence that would occur if the three-year term is adopted. Under state law, where a term of office exceeds two-years, voters elect a replacement for the vacant office. An exception exists where the vacancy occurs during the last year of a three-year term, in which case Council would appoint a person to fill the vacancy for the remaining term.

9) Amend Section 2.05 to change compensation amount and method for Councilmembers and Mayor.

Section 2.05. Compensation for Councilmembers.

Councilmembers shall serve without an established salary; however, Councilmembers, not including the Mayor, ~~[they will be]~~ are authorized to receive ~~[the sum of \$25.00]~~ \$250.00 per month; and the Mayor is authorized to receive \$500.00 per month ~~[for each Council meeting in which they attend]~~ to offset the “out-of-pocket” expenses incurred. The ~~[expense fees]~~ payments are not to be construed as being a salary ~~[-but an authorized allowance for each regular meeting]~~. Councilmembers may be reimbursed for other reasonable expenses directly associated with their service to the City, subject to controls established by the Council.

Rationale: Councilmembers currently receive \$25.00 for attendance at each posted meeting where public business is conducted. At least four posted City Council meetings and/or workshops occur during most months. Councilmembers are NOT compensated for other mandatory committee assignments that are as much of their duties as the posted meetings. These include monthly or quarterly meetings of City boards and commissions, along with other organizations. In an effort to compensate Councilmembers for the time it takes preparing for and attending meetings, the CRC believes the proposed stipends are fair. Implementing this method of pay would also reduce paperwork and accounting that City staff must prepare in recording and maintaining attendance and payroll records. A \$250 per month stipend for Councilmembers’ places 1-4 is proposed. This is not out of line with the current average of \$100 per month that is normally received and which has remained unchanged since at least 1983. A \$500 per month stipend is proposed for the Mayor. This greater amount is proposed to help cover the additional costs for the many additional meetings and events that the Mayor is expected to attend as part of his or her duties. The CRC researched other Texas cities and found that the proposed compensation levels fall within parameters of other comparable cities, and is, in fact, on the lower end of the range.

10) Amend Section 3.04 for clarifying conduct required of Councilmembers and add clarifying language.

Section 3.04. Council Rules.

The Council shall be the judge of the election and qualifications of its members, and in such cases, shall have the power to subpoena witnesses and compel the production of all pertinent books, records, and papers; but the decision of the Council in any such case shall be subject to review by the courts. The Council shall determine its own rules and order of business and keep a ~~[journal]~~ record of its proceedings. It shall have power to compel the attendance of absent members, may punish its members for disorderly ~~[behavior]~~ conduct where such conduct occurs at a meeting or event involving the Council~~];~~; and by vote of not less than a majority of all its members, expel from a meeting a member for disorderly conduct for the violation of its rules; but no member shall be expelled from a meeting unless notified of the charge against him and given an opportunity to be heard in his own defense. As used in this section, the definition of “disorderly conduct” has the meaning defined by the Texas Penal Code.

Rationale: The amendments to this section are intended to clarify the standards for behavior during Council proceedings and to clarify what is meant by “disorderly conduct”.

11) Amend Section 4.02 to change required vote for an election of Councilmembers from plurality to majority vote, required by law for 3-year terms.

Section 4.02. Election of Councilmembers by ~~[Plurality]~~ Majority; places.

There will be five places: One, Two, Three, Four, and Mayor. At the regular municipal election, the voters may vote for one candidate for each place listed on the ballot. The candidate for each place listed on the ballot who receives ~~[the-greatest number-of-votes]~~ a majority vote for that place cast in such election shall be declared elected; and in case of a tie vote, by lot.

Rationale: Another required change, should the voters approve the three-year term of office, would be that Councilmembers must be elected by majority vote. The primary significance of this is that run-off elections could now occur where more than two candidates are running for the same position.

12) Amend Section 4.03 to correct punctuation for clarity.

Section 4.03. Application for Candidacy.

Any person^[5] who lawfully qualifies and is a registered voter^[5] may file an application for election for a Place on the City Council. The name of such candidate and Place for which he is filing will be affixed by the City Secretary at the time of issuance of an application form. Such application must include a petition signed by not less than 100 qualified and registered voters of the City. The application and the signatures thereon as well as the affidavits of the circulators must meet the requirements of state law. All papers comprising an application must be assembled and filed with the City Secretary in accordance with state law. Signatures are not required where the application includes a filing fee of \$100.00. The City Secretary shall review the petition as required by state law and if the petition is found to be insufficient, the City Secretary shall immediately notify the person who filed it, with a written statement certifying why the petition is found to be “insufficient.” Within the time authorized by state law such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate. If the application complies with this section and state law, the City Secretary shall place such name on the ballot. Application and petition forms must be obtained from the City Secretary, as they are promulgated by the Texas Secretary of State.

Rationale: The addition of commas is intended to clarify this section. No substantive change.

13) Amend Section 5.10, subsections a. and c., to add a definition and a comma for clarity.

Section 5.10. Result of Recall Election.

- a. If a majority of the votes cast at a recall election shall be “No”, that is against the recall of the Councilmember named on the ballot, the Councilmember shall continue in office for the remainder of his/her unexpired term, subject to recall as provided herein. If a majority of the votes cast at such election be “Yes”, that is for the recall of the Councilmember named on the ballot, the Councilmember shall, regardless of any technical defects in the recall petition, be deemed removed from office upon passing of the resolution canvassing the election, and the vacancy shall be filled in accordance with Section 2.04 above. As used in this section, “technical defects” shall mean an inadvertent or scrivener’s error in the preparation or filing of the petition.

Rationale: Added definition for “technical defects” for intent and clarity and a comma for clarity.

14) Amend Section 6.01 to correct punctuation for clarity.

Section 6.01. City Manager.

The Council shall appoint an officer whose title shall be City Manager and who shall be chief executive and the head of the administrative branch of the City government. By written notice to City Council, the City Manager shall designate~~is~~ a qualified City executive to exercise the powers and perform the duties of city manager during periods of his or her temporary absence or disability. The Council may annul such designation at any time and appoint another City executive to serve until the City Manager returns to perform his or her duties. The City Council shall annually review the performance of the City Manager, and the City Manager shall receive such compensation as may be fixed by the City Council.

Rationale: Delete a comma to provide clarity. No substantive change.

15) Amend Section 6.02 by adding words for clarity.

Section 6.02. Qualifications.

The City Manager shall be chosen by the Council solely on the basis of his or her executive and administrative qualifications with special reference to ~~his~~ actual experience in, or his or her knowledge of, accepted practice in respect to the duties of ~~his~~ the office as hereinafter outlined. At the time of his or her appointment, he or she need not be a resident of the City or state, but during his or her tenure of office ~~he~~ shall reside within the City. No person elected to membership on the Council shall, subsequent to such election, be eligible for appointment as City Manager until one year has elapsed following the expiration of the term for which he or she was elected.

Rationale: Revisions made to address gender issues. No substantive changes.

16) Amend Section 6.03 to: i) provide that a super-majority of the entire Council must both approve the appointment and removal of the City Manager; ii) remove the timing restrictions as to any removal; and iii) address gender and grammar for clarity.

Section 6.03. Term and Removal.

The City Manager shall hold ~~his~~ office subject to the provisions set forth below, at the will and pleasure of the City Council. ~~[A majority of the members of the City Council may remove the City Manager, except that no City Manager who has been in the service of the City for more than one year prior to a regular City election shall be removed within sixty (60) days subsequent to such election except by a four-fifths vote of the members of the City Council.]~~ The City Manager shall be appointed upon the affirmative vote of four-fifths majority vote (4/5) of the entire City Council. Similarly, the City Manager may be removed at the discretion of City Council by an affirmative vote of four-fifths majority vote (4/5) of the entire City Council. If removed at any time after ~~he has~~ having served six months, the City Manager may demand a hearing at a public meeting of the City Council prior to the date on which his or her final removal shall take effect, but pending and during such hearing the City Council may suspend him or her from office. The action of the City Council in suspending or removing the City Manager shall be final, since it is the intention of this Charter to vest all authority and fix all responsibility for any such suspension or removal wholly in the City Council.

Rationale: The CRC recommends requiring that City Council must approve the employment of a City Manager by a super-majority vote of the entire Council. For purposes of a 5 member body such as Council, this means that 4 of 5 Councilmembers must vote to approve the hiring of a City Manager. The same standard would apply to the dismissal of a City Manager. The CRC contends that this increased standard will help to provide stability and continuity of leadership within the City, , but to certainly leave the at-will status of the City Manager and ultimate discretion for both actions with Council. Other changes made this to section address grammar and gender issues.

17) Amend Section 6.05 to correct punctuation for clarity.

Section 6.05. Council not to Interfere in Appointments or Removals.

Neither the Council nor any of its committees or members shall direct or request the appointment of any person to, or ~~his~~ removal from, office by the City Manager or any of his or her subordinates; or, except as is or may be otherwise provided under the terms of this Charter, in any manner take part in the appointment or removal of officers and employees in the administrative service of the City. Except for the

purpose of inquiry, the Council and its members shall deal with the administrative service solely through the Manager, and neither the Council nor any member thereof shall give orders to any subordinate of the City Manager either publicly or privately. Any violation of the provisions of this section by a member of the Council shall subject him or her to whatever discipline the remaining members of the Council may under the terms of Section 3.04 see fit to impose ~~upon him~~.

Rationale: Revisions made to address gender issues. No substantive changes.

18) Amend Section 7.01, subsection d., to: i) provide that a super-majority of Council must both approve the appointment and removal of the City Attorney; and ii) remove the timing restrictions as to any removal.

- d. ~~City Council may not remove a City Attorney who has been in the service of the City for more than one year prior to a regular City election within sixty (60) days subsequent to such election except by a four-fifths vote of the members of City Council. The City Attorney shall be appointed upon the affirmative vote of four-fifths majority vote (4/5) of the entire City Council. Similarly, the City Attorney may be removed at the discretion of City Council by an affirmative vote of four-fifths majority vote (4/5) of the entire City Council.~~

Rationale: See amendment 17), above. A similar rational exists for this recommendation.

19) Amend Section 8.01, subsection c., to adjust the timing for the submission of the City Manager's proposed budget to City Council.

Section 8.01. Development and Submission of City Budget and Budget Message.

- c. *Submission.* On or before the ~~[31st day of July]~~ 2nd Monday of August of each year, the City Manager shall submit to the City Council and City Secretary a budget for the ensuing fiscal year and an accompanying budget message. The full text of the proposed budget and message shall be made available for public review in the office of the City Secretary, at the City's library, and prominently linked on the City's website.

Rationale: A significant part of the City's budget includes ad valorem tax (property) revenue. Each year, per its legal mandate, the Kerr Central Appraisal District estimates this revenue and then submits its findings to the City, which the City Manager then uses in preparation of his or her proposed budget. State law establishes deadlines on KCAD with respect to the submission of this information. The City's Director of Finance informed the CRC that the timing of KCAD's submission often

means that the Finance Department and City Manager have only a few days to finalize and then to send the proposed budget to Council. This often includes working long hours and through the weekend. Pushing back this submission date for at least a week will provide reasonable and ample time for City staff to complete its review of the budget and to submit it to Council. Based upon the City's annual budget process and state law, this will continue to give the City enough time to adopt the budget on or before October 1.

20) Amend Section 8.04, subsection c., to fix a typographical error.

Section 8.04. Budget.

- c. Proposed long term financial planning in the form of a five year forecast of revenues and expenditures for the General and Water Funds and at least five years of capital project expenditures and associated financing sources~~§~~.

Rationale: Revision will fix typographical error. No substantive change.

21) Amend Section 9.02 to address gender for clarity.

Section 9.02. Municipal Court Judge.

The Municipal Judge, whether one or more, shall preside over the Municipal Court. He or she shall be appointed by the City Council and must be a qualified attorney who is duly licensed to practice law within the State of Texas. The Judge shall be appointed for a term not to exceed two (2) years, and shall hold office at the pleasure of the City Council. If for any reason the Judge shall temporarily fail to act, the Mayor or Mayor Pro Tem of the City is hereby authorized to appoint a replacement who shall act in the place of the Judge and who shall have all of the powers and discharge all of the duties of said office. During either twelve (12) month period beginning at the date of appointment, more than two (2) consecutive or six (6) total absences over and above prior approved vacation and sick leave, shall be cause for automatic removal from office by the City Council. The Judge, or anyone acting in his or her place, shall receive such compensation as may be determined by the City Council.

Rationale: Revisions made to address gender issues. No substantive changes.

22) Delete Article X pursuant to the applicability and redundancy of state law.

~~[ARTICLE X. CONDEMNATION AND SPECIAL ASSESSMENTS~~

~~Section 10.01. Power of Condemnation and Special Assessments.~~

~~The City Council shall have the power, not inconsistent with state laws, as amended from time to time, to acquire property by condemnation and to provide payment of all or part of the costs of public improvements by levying and collecting of special assessments upon properties specially benefited.~~

~~Section 10.02. Procedures for Condemnation and Assessing.~~

~~The City Council, through the passing of ordinances as may be required, shall formulate the procedures for condemnation and for assessing and collecting special assessments.]~~

Rationale: State law gives the City authority to take these actions; therefore it is not necessary to include this Article in the Charter.

23) Delete Article XI pursuant to the applicability and redundancy of state law.

~~[ARTICLE XI. PUBLIC UTILITIES~~

~~Section 11.01. Franchises Powers of the City Council.~~

~~The City Council shall have power by ordinance to grant, amend, renew, and extend all franchises, and to regulate all public utilities of every character within the City of Kerrville, and for such purposes is granted full power. No public utility franchise shall be transferred except upon the approval of the City Council expressed by ordinance; and copies of all transfers and mortgages or other documents affecting the title or use of public utilities shall be filed with the City Manager within ten (10) days after the execution thereof. Such franchise shall not be transferred indirectly through the acquisition of the capital stock of the grantee company by another corporation, except through the approval by City Council and the filing of all documents relating to the purchase of such stock, including the corporation affiliations of the purchasing company.~~

~~Section 11.02. Term and Plan of Purchase.~~

~~Any public utility franchise may be terminated by ordinance at specified intervals of not more than five (5) years after the beginning of operation, whenever the City shall~~

~~determine to acquire by condemnation or otherwise the property of such utility necessarily used in or conveniently useful for the operation thereof within the City limits. The method of determining the price to be paid for the public utility property shall be fixed in the ordinance granting the franchise.~~

~~Section 11.03. Right of Regulation.~~

~~All grants, renewals, extensions, or amendments of public utility franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the City:~~

- ~~a. To repeal the same by ordinance at any time for misuse or nonuse, or for failure to begin construction within the time prescribed or otherwise to comply with the terms prescribed.~~
- ~~b. To require proper and adequate extension of plan and service, and the maintenance of the plant and fixtures at the highest practicable standard of efficiency.~~
- ~~c. To establish reasonable standards of service and quality of service and quality of products and prevent unjust discrimination in service or rates.~~
- ~~d. To prescribe the form of accounts and at any time to examine and audit the accounts and other records of any such utility and to require annual and other reports by each such public utility provided, that if a public service commission or any other authority shall be given the power by law to prescribe the forms of accounts for public utilities throughout the state or throughout any district of which the City is a part, the forms so prescribed shall be controlling so far as they go, but the Council may prescribe other and more detailed forms for the utilities within its jurisdiction.~~
- ~~e. To impose such other regulations as may be conducive to the safety, welfare, and accommodation of the public.~~

~~Section 11.04. Consent of Property Owners.~~

~~The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance or operation of any public utility, but any property owner shall be entitled to recover from the owner of such public utility the actual amount of damages to such property on account thereof less any benefits received therefrom, provided suit is commenced within two (2) years after the project is completed.~~

~~Section 11.05. Revocable Permits.~~

~~Permits revocable at the will of the Council for such minor or temporary public utility privileges as may be specified by general ordinance may be granted and revoked by the Council from time to time in accordance with the terms and conditions to be~~

~~prescribed thereby; and such permits shall not be deemed to be franchises as the term is used in this Charter. Such general ordinance, however, shall be subject to the same procedure as an ordinance granting a franchise and shall not be passed as an emergency measure.~~

~~Section 11.06. Extensions.~~

~~All extensions of public utilities within the City limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all obligations and reserved rights contained in this Charter and in any original grant hereafter made. The right to use and maintain any extension shall terminate with the original grant and shall be terminable as provided in Section 13.03. In case of an extension of a public utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.~~

~~Section 11.07. Other Conditions.~~

~~Every public utility franchise hereafter granted shall be held subject to all the terms and conditions contained in the various sections of this article, whether or not such terms are specifically mentioned in the franchise. Nothing in this Charter shall operate to limit in any way, except as specifically stated, the discretion of the Council or the electors of the City in imposing terms and conditions in connection with any franchise grant.~~

~~Section 11.08. Franchise Records.~~

~~Every public utility and every owner of a public utility franchise shall file with the City, as maybe prescribed by ordinance, certified copies of all franchises owned or claimed, or under which such utility is operated. The City shall compile and maintain a public record of utility franchises and of all public utility fixtures in the streets of the City.~~

~~Section 11.09. Accounts of Municipally Owned Utilities.~~

~~Accounts shall be kept for each public utility owned or operated by the City and the City Council shall publish annually notice of the availability of reports and independent audits concerning such accounts, and shall display the entirety of such reports and audits on the City's website, at its library, and in the office of the City Secretary.]~~

Rationale: State law authorizes and/or requires the City to take these actions; in addition, state law is more comprehensive than this Article. Thus, to avoid any conflicts, the entire Article should be deleted from Charter.

24) Delete Section 12.01 pursuant to the applicability and redundancy of state law.

~~[Section 12.01. Publicity of Records.~~

~~All records of the City, except those protected by executive sessions, or state and federal statutes, shall be open to inspection by any person during the regular posted office hours of the City Hall and in accordance with the Texas Public Information Act.]~~

Rationale: State law, primarily the Texas Public Information Act (Ch. 552, Tx. Gov't Code), requires the City to make its records available for public review. Thus, this section is legally unnecessary to include within the Charter.

25) Delete Section 12.03 pursuant to the applicability and redundancy of state law.

~~[Section 12.03. Official Bonds.~~

~~The Director of Finance, and such other officers or employees as the Council may by general ordinance require so to do, shall give bond in such amount and with such surety as may be approved by the Council. The premiums on such bonds may be paid by the City.]~~

Rationale: This is not current practice and there is no known need for Council to participate in making these decisions; therefore, the CRC recommends removing this section.

26) Amend Section 12.05 for clarity and to remove an obsolete term.

Section 12.05. Power of the City to Enforce Ordinances.

The City may enforce its ordinances by fines not exceeding limits established by state statutes[,] and may also provide by ordinance for the commutation of such fines by labor ~~[in a work house or]~~ on any public work or place in the City, but no ordinance shall provide a lesser penalty than is prescribed for a like offense by the laws of the state. Provisions may also be made by ordinance for the collections of fines imposed and executions issued in civil cases.

Rationale: Delete a comma and remove an obsolete term for clarity.

27) Amend Section 12.06, subsection a.1., to correct punctuation for clarity.

1. Consider the operation of the City government under the Charter and determine whether any Charter sections require revision. To this end, at least one public hearing shall be held, and the Commission shall have the power to compel the attendance of any officer or employee of the City and to require the submission of any of the City records which it may deem necessary to the conduct of such hearing.

Rationale: Add comma to provide clarity.