

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, APRIL 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

APRIL 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 Councilmember Joe Herring, Jr.

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 Recognition of "Kerrville Runs on Water" - Water Alliance/Art Committee, and the 1st and 2nd place Painting Contest winners from local elementary schools.

2.B Proclamation recognizing April as Fair Housing month in Kerrville, Texas.

2.C Recognition of City of Kerrville for receiving the designation as 2023 U.S. Best in Class Employer by Gallagher.

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 General Contract - Small Project for the purchase and installation of security cameras for City Hall and the Parking Garage from A3 Communications through BuyBoard, a Local Government Purchasing Cooperative, in an amount not to exceed \$78,992.26.

Attachment: 20240409_Contract_A3_Communications - cameras.pdf

4.B Interlocal Cooperation Contract (for) Failure to Appear Program with the Department of Public Safety, State of Texas (DPS).
Attachment: 20240409_Contract DPS FailureToAppear.pdf

4.C City Council workshop minutes March 26, 2024.
Attachment: 20240409_Minutes CC workshop 3-26-24.pdf

4.D City Council meeting minutes March 26, 2024.
Attachment: 20240409_Minutes CC meeting 3-26-24.pdf

END OF CONSENT AGENDA.

5. ORDINANCES, SECOND READING:

5.A Ordinance No. 2024-06, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of the property consisting of an approximate 86.71 acre tract out of the W.T. Crook Survey No. 71, Abstract No. 114, Kerr County, Texas, and more commonly known as 300 Peterson Farm Rd; from being a Planned Development District established by Ordinance No. 2010-03, to an Industrial and Manufacturing Zoning District (IM); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

Attachment: 20240409_Ord 2024-06 Zoning Code 300 Peterson Farm Rd - 2reading.pdf

5.B Ordinance No. 2024-07, second reading. An Ordinance amending the City of Kerrville fee schedule by adopting a revised fee to be charged for each solicitation permit.
Attachment: 20240409_Ord 2024-07 Solicitation Permit fee 2reading.pdf

6. PUBLIC HEARING AND ORDINANCES, FIRST READING:

6.A Ordinance No. 2024-10. An Ordinance vacating abandoning, and closing all right, title, and interest in a segment of a public right-of-way known as Knapp Rd; this segment of Knapp Rd is located south of the Guadalupe river, consists of an approximate .744 acres, and extends across Lots 13, 902, and 903 of The Landing Subdivision, a Subdivision within the City of Kerrville, Kerr County, Texas, and recorded in the Plat in File No. 19-05337, Plat records of Kerr County, Texas; finding that said right-of-way is not required for future use as a public right-of-way; ordering recording; providing an effective date; and providing other matters related to this subject.

Attachments: 20240409_Ord 2024-10 Knapp Rd ROW closure.pdf

20240409_Application_Knapp ROW Abandonment.pdf

7. ORDINANCES, FIRST READING:

7.A Ordinance No. 2024-08. An Ordinance amending Chapter 18 "Animals" of the Code of Ordinances, City of Kerrville, Texas, by revising and replacing said Chapter in its entirety; the new Chapter includes regulations pertaining to the care, custody, and control of domesticated animals, seizure and impoundment under specific situations, required rabies vaccinations, and enforcement and penalties; repealing all Ordinances or parts of Ordinances in conflict herewith; ordering publication; providing an effective date; and providing other matters related to the subject.
Attachment: 20240409_Ord 2024-08 Animals Ordinance.pdf

7.B Ordinance No. 2024-09. An Ordinance Amending the City's Fiscal Year 2024 Budget to account for increased revenues, a merger of City funds, a multiyear Public Works project, and a mid-year cost of living and adjustment for all City employees.

Attachments: 20240409_Ord 2024-09 FY24 Budget amendment.pdf

20240409_Presentation FY24 Budget amendment.pdf

8. CONSIDERATION AND POSSIBLE ACTION:

8.A Resolution No. 11-2024. A Resolution authorized by Section 418.108(B) of the Texas Government Code extending the Mayor's Declaration of Disaster regarding the Eclipse Event issued on April 4, 2024.

Attachments: [20240409 Reso 11-2024 Extend Disaster Declaration 4-08-24 DRAFT.pdf](#)
[2024-04 Declaration of Disaster - Solar Eclipse Event 4-08-24.pdf](#)

8.B Resolution No. 10-2024. A Resolution authorizing the City's continued membership in the Atmos Cities Steering Committee (ACSC); and authorizing the City's payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

Attachments: [20240409_Reso 10-2024 Atmos Cities Steering Committee.pdf](#)
[20240409_2024 ACSC Invoice-Kerrville.pdf](#)
[20240409_ACSC MasterListofMembers -July 2023.pdf](#)
[20240409_ACSC 2023 Year in review.pdf](#)

8.C Update regarding City's discussions with Headwater Groundwater Conservation District.

8.D Memorandum of Understanding with Guadalupe River Center, Inc.
Attachment: [20240409_MOU_GRC_032124 DRAFT.pdf](#)

9. BOARD APPOINTMENTS:

9.A Appointment of member(s) to the Main Street Advisory Board.

10. 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.*

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

12. 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: Recognition of "Kerrville Runs on Water" - Water Alliance/Art Committee, and the 1st and 2nd place Painting Contest winners from local elementary schools.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: March 15, 2024

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:

The City of Kerrville recognizes the Water Alliance and Arts Committee.

RECOMMENDED ACTION:

Present recognition.



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

SUBJECT: Proclamation recognizing April as Fair Housing month in Kerrville, Texas.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: April 2, 2024

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:

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Recognition of City of Kerrville for receiving the designation as 2023 U.S. Best in Class Employer by Gallagher.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: April 4, 2024

SUBMITTED BY: Kim Meismer, Assistant City Manager

| 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:

Gallagher's Best-in-Class Benchmarking Analysis Identifies U.S. Organizations That Excel in Optimizing Employee and Organizational Wellbeing.

City of Kerrville participated in Gallagher's 2023 *U.S. Benefits Strategy & Benchmarking Survey* and was identified as an organization that excelled in implementing successful strategies for managing people and programs. Kerrville was recognized for its comprehensive framework for strategically investing in benefits, compensation and employee communication to support the health, financial security and career growth of its employees at a sustainable cost structure.

Designations like Gallagher's Best-in-Class Employer help current and potential employees understand and appreciate an organization's workplace culture and people strategy; important differentiators as employers compete for talent in today's labor market.

RECOMMENDED ACTION:

Presentation only.



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

SUBJECT: General Contract - Small Project for the purchase and installation of security cameras for City Hall and the Parking Garage from A3 Communications through BuyBoard, a Local Government Purchasing Cooperative, in an amount not to exceed \$78,992.26.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: February 27, 2024

SUBMITTED BY: Charvy Tork

EXHIBITS:

| Expenditure Required: | Remaining Budget Balance in Account: | Amount Budgeted: | Account Number: |
|-----------------------|--------------------------------------|------------------|-----------------|
| 78,992.26 | \$100,000.00 | \$100,000.00 | 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:

The City is requesting authorization for the purchase and installation of new cameras from A3 Communications to replace our 12-year-old security camera system. The existing system's storage requirement, clarity and coverage areas have necessitated this upgrade to ensure enhanced security at City Hall and the parking garage.

Our current system has the following deficiencies:

1. Storage requirements - the present setup uses H.264 compression technology which is less efficient in terms of storage utilization leading to failure to retain video footage for satisfactory durations, compromising our ability to conduct thorough incident reviews
2. Poor video quality - due to the age of our cameras, the clarity is suboptimal, making it challenging to discern details
3. Inadequate coverage - our current system only covers ingress and egress points, leaving the second floor, fourth floor and ramps of the parking garage uncovered

The proposed system encompasses high resolution cameras with better compression technology and expanded coverage to address the aforementioned issues effectively. Key improvements include:

1. High resolution cameras that include analytics
2. Cameras that use H.265 compression for a more storage efficient technology
3. Expansion of camera placement to eliminate existing blind spots

Recognizing the limitations of the original system, this proposal has been developed with essential input from the Police Department to ensure the new system meets our current and future security needs effectively. The upgrade is critical for enhancing our surveillance capabilities, ensuring longer storage duration, and integrating advanced analytical features to support law enforcement and city operations. Approval of this purchase will signify our commitment to leveraging technology to place the highest priority on public safety.

RECOMMENDED ACTION:

Authorize the City Manager to execute a Small Projects contract for the purchase and installation of security cameras for City Hall and the Parking Garage.

ATTACHMENTS:

[*20240409_Contract_A3 Communications - cameras.pdf*](#)

GENERAL CONTRACT - SMALL PROJECT
A3 Communication, Inc./ Parking Garage and City Hall cameras

THIS CONTRACT, entered into this _____ day of _____, 2024, by and between the **City of Kerrville, Texas**, hereinafter referred to as the "City" or "Owner," and **A3 Communication, Inc.**, with its mailing address being 3064 Salem Industrial Drive, Winston Salem, North Carolina 27127-8854, hereinafter referred to as the "Contractor," is made for the following considerations:

1. The Contractor shall perform all work described in the proposal attached hereto as **Exhibit A**, and incorporated herein by reference in accordance with plans and specifications provided to Contractor by City. In the event that the attached proposal fails to provide details related to the work to be performed, the work shall be performed in accordance with the directions of the Owner's Representative **in the amount of \$78,922.26** in addition to a potential 25% contingency of the contract amount pursuant to state law.
2. Whenever the words "Owner's Representative" or "representative" are used in this contract, they shall be understood as referring to Charvy Tork, Director of Information Technology, or to such other representative, supervisor, or inspector as may be authorized by the Owner to act in any particular capacity under this agreement.
3. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meanings shall be held to refer to such recognized standards.
4. The Contractor shall comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the contract.
5. All work shall be done and all materials furnished in strict conformity with the contract.

6. The Owner's Representative:
 - a. may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents;
 - b. will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor be responsible for the installation means, methods, techniques, sequences or procedures, or the safety precautions incident thereto; and
 - c. will not be responsible for the Contractor's failure to perform the work in accordance with the contract.
7. All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall be understood to mean and include all work that may be required by Owner to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications. It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative, subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. Payment for extra work shall be as agreed in the work order.
8. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes.
9. **THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY**

WAY CONNECTED WITH THEIR PERFORMANCE OF THIS AGREEMENT.

10. **CONTRACTOR AGREES THAT IT WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT.** When Owner so requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
11. Contractor shall carry insurance in the following types and amounts for the duration of this contract and furnish copies of policies and all policy endorsements as evidence thereof to Owner through Owner's representative:
 - a. To the extent required by Texas Labor Code §406.096, certify to the Owner that Contractor has in effect workers' compensation insurance to cover Contractor's employees, which Contractor certifies it has in effect by its signature below;
 - b. Commercial General Liability Insurance with a minimum bodily injury, property damage, fire damage, and premises operations liability, in an amount not less than \$1,000,000.00 combined single limit, per occurrence, and \$2,000,000 aggregate. This coverage must protect the public or any person from injury or property damages sustained by reason of Contractor or its employees providing the services. The general aggregate must be \$2,000,000. The policy must also provide contractual liability coverage for liability assumed under this contract, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the Owner.
 - c. The insurance required by this Agreement must be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

Contractor shall not commence work under this contract until it has obtained all required insurance. Contractor shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this contract or the six-month period following completion, in the case of a claims-made policy. All policies shall include a clause to the effect that the policies may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after Owner has received written notice of such cancellation or change.

In the case of any work sublet, Contractor shall require subcontractor(s) and independent contractor(s) working under the direction of either Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of Contractor.

12. Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned materials within a reasonable time after a written notice by the Owner, Owner may remove and replace it at Contractor's expense.
13. Neither the final payment nor any provision in this contract shall relieve the Contractor of responsibility for faulty materials or workmanship, and it shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness.
14. The Owner may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Defective work not remedied.
 - b. Claims filed or reasonable evidence indicating possible filing of claims.
 - c. Failure of the Contractor to make payments promptly to subcontractors or for material or labor that the Owner may pay as an agent for the Contractor.
 - d. Damages to another contractor or subcontractor.When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld because of them, payment will be issued subject to paragraph number 17.
15. This contract may not be assigned in any way without the specific, written consent of the Owner.

16. This Contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue for any suits arising from or related to this contract shall be in Kerr County, Texas.
17. In the event of conflict between the provisions of any attachments or exhibits to this Contract and the provisions of this Contract, the provisions of this Contract shall prevail.
18. Each person signing below represents that he or she is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name and agrees on behalf of such party that such party will be bound by the terms of this Agreement.
19. Contractor hereby verifies the following per Section 2270.02, Texas Government Code:
 - a. Contractor does not boycott Israel; and
 - b. Contractor will not boycott Israel during the term of the Agreement.
20. Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
21. Contractor hereby verifies the following per Section 2276.002, Texas Government Code:
 - a. Contractor does not boycott energy companies; and
 - b. Contractor will not boycott energy companies during the term of the Agreement.
22. Contractor hereby verifies the following per Section 2274.002, Texas Government Code:
 - a. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
 - b. Contractor will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
23. Where this Agreement pertains to “critical infrastructure,” as defined by Section 2274.0101, Texas Government Code, Contractor verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by

citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER: City of Kerrville, Texas

By: _____
Dalton Rice, City Manager

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING

Julie Behrens, Director of Finance

APPROVED AS TO FORM:



William L. Tatsch, Asst. City Attorney

**CONTRACTOR: A3
Communications, Inc.**

By: _____
Emily Minica

APPROVED AS TO INSURANCE

Kimberly Meismer, Asst. City Manager

APPROVED AS TO CONTENT:

Charvy Tork, Dir. of Info. Tech.



INVESTMENT BREAKOUT

CLIENT
 City of Kerrville
 701 Main Street
 Kerrville, Texas 78028
 830.258.1290
 charly.tork@kerrvilletx.gov | www.kerrvilletx.gov

QUOTE DETAILS
 Date: 3/28/2024
 Quote: AC103023VMS
 Expiration: 4/12/2024
 Buy Board 654-21

INVESTMENT BREAKOUT
 City Of Kerrville City Hall and Parking Garage VMS Upgrade Rev2

| DESCRIPTION | MFG | MPN | QTY | UNIT PRICE | PRICE EXTENDED |
|---|---------------|---------------|-----|-------------|----------------|
| Genetec™ Advantage for 1 Omnicast™ Pro Camera 3 Years | Genetec | ADV-CAM-P-3Y | 15 | \$ 88.70 | \$ 1,330.50 |
| 1 camera connection | Genetec | GSC-OM-P-1C | 15 | \$ 191.36 | \$ 2,870.40 |
| 4K IR Outdoor Vandal Dome AI Camera | Hanwha | PNV-A9081R | 5 | \$ 1,072.64 | \$ 5,363.20 |
| 20MP Multi-sensor Camera | Hanwha Vision | PNM-9085RQZ1 | 2 | \$ 1,896.96 | \$ 3,793.92 |
| 4CH x 4MP @ 30FPS, Motorized Varifocal | Hanwha Vision | PNM-C16083RVQ | 11 | \$ 1,609.97 | \$ 17,709.67 |
| Dual Lens Varifocal | Hanwha Vision | PNM-12082RVD | 11 | \$ 848.64 | \$ 9,335.04 |
| Outdoor Fixed Camera | Hanwha Vision | QNV-8010R | 5 | \$ 247.42 | \$ 1,237.10 |
| Wall Mount for PNM-9085RQZ1 and PNV-A9081R | Hanwha Vision | SBP-300WMW1 | 8 | \$ 39.44 | \$ 315.52 |
| Pole Mount for PNM-9085RQZ1 | Hanwha Vision | SBP-300PM | 4 | \$ 39.44 | \$ 157.76 |
| Hanging Cap for PNM-9085RQZ1 | Hanwha Vision | SBP-317HMW | 4 | \$ 37.44 | \$ 149.76 |
| Corner Mount for PNM - 9085RQZ1 | Hanwha Vision | SBP-300KM | 4 | \$ 14.98 | \$ 59.92 |
| Hanging Mount for PNV-A9081R | Hanwha Vision | SBP-187HMW | 4 | \$ 51.20 | \$ 204.80 |
| Camera End Surge Suppressor | Ditek | DTK-MRJPOES | 10 | \$ 61.80 | \$ 618.00 |

| | |
|---|--------------|
| MATERIALS TOTAL | \$ 43,145.59 |
| DATA CABLING (20 drops at \$375 per drop) | \$ 7,500.00 |
| CONDUIT PATHWAYS (400 ft of 1" inch conduit at \$18.75 per foot) | \$ 7,500.00 |
| LIFT RENTAL TOTAL (2 days) | \$ 1,657.22 |
| LABOR TOTAL | \$ 18,629.33 |

| | |
|--------------|--------------|
| TOTAL | \$ 78,432.14 |
|--------------|--------------|

SCOPE OF WORK

This quote is for the installation of a IP based video surveillance system for the City of Kerrville City Hall Multi Floor Parking Lot. A3 Communications will provide coverage to the 4 floors utilizing a combination of dual Lense and multi-lens cameras. The areas of coverages will be the parking isles and ramps. in the 4 floors and this quote also includes (2) AI license plate cameras for entrances. A3 Communications will utilize the existing conduit pathways where possible, this quote also includes up to 400ft of new conduit pathways to capture the new locations for cameras. A3 Communications will issue a credit to the project PO for any conduit amount not used at the per foot price of \$18.75. A3 Communications will also evaluate the existing data drops to determine which ones can be reused. This quote includes pricing for (20) data drops at \$375 per drop. A3 Communications will only charge for new data drops required for this project.

This quote is for the installation of IP based system for the exterior of the City of Kerrville City Hall. A3 Communications will improve the City Hall exterior coverage by adding Hanwha AI 4k cameras high resolution and multi lens cameras. A3 Communications will utilize the existing cabling but change placement of cameras to maximize the coverage with the new cameras.

A3 Communications will work with the City of Kerrville personnel to adjust views and training.

The City of Kerrville is responsible for network connectivity and video storage for the camera recordings.

CLARIFICATIONS

- If required, customer will provide access badges, keys, and or escorts in order to perform this installation in a timely manner.
- Delays due to limited access or other events, which are out of 3Sixty's control, will be billed per hour for every hour the delay exists.
- Installation will be performed between the hours of 7:30 AM and 4:30 PM, Mon - Fri.
- All primary 120V power requirements will be provided by electrical contractor. installed by the electrical contractor.
- All licenses permits and fees are excluded from this proposal.
- Bonding is excluded from this proposal.
- Equipment will be invoiced upon delivery or when stored by us on your behalf.
- Labor is invoiced monthly.
- Payments are due within 30 days of date of invoice.**



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

SUBJECT: Interlocal Cooperation Contract (for) Failure to Appear Program with the Department of Public Safety, State of Texas (DPS).

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: March 28, 2024

SUBMITTED BY: Yesenia Luna, Municipal Court Director

| 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:

DPS has revised the Failure To Appear Contract due to changes occurring in the 88th Legislative Session. The following changes have been made to the contract:

- Changes to language and restructuring of the original Interlocal Cooperation Contract to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the Interlocal Cooperation Contract remains in compliance with the latest legal requirements until a revised contract is available.

This Interlocal Cooperation Contract Failure to Appear Program is a renewal contract. The court has participated in the Failure to Appear Program for 20 years. The Failure to Appear Program allows the court to send notice to a DPS contracted vendor requesting a person be denied renewal of their driver's license. The court collects the statutorily required \$10 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordered by the court. The Court allocates \$6 for payment to the vendor and \$4 for credit to the general fund of the municipal treasury.

RECOMMENDED ACTION:

Approve as presented.

ATTACHMENTS:

20240409_Contract DPS FailureToAppear.pdf

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas
County of Kerr

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the **Municipal Court** of the [City or County] of Kerrville, Texas (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. **Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

| Court | Department of Public Safety |
|----------------------------------|--|
| Kerrville Municipal Court | |
| Attn.: Yesenia Luna | Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] |
| Address: 301 McFarland Street | |
| Address: Fax: 830-792-5733 | |
| Email: mcinfo@kerrvilletx.gov | Driver.Improvement@dps.texas.gov |
| Phone: 830-257-2388 | (512) 424-7172 |

- C. **Termination.**
 - Either party may terminate this Contract with 30 days' written notice.
 - DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.
 - If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

Interlocal Cooperation Contract

Failure to Appear Program

ATTESTED:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

William L. Tatsch
William L. Tatsch, Asst. City Attorney

APPROVED AS TO CONTENT:

Yesenia Luna
Yesenia Luna, Municipal Ct. Administrator



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

SUBJECT: City Council workshop minutes March 26, 2024.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: February 9, 2024

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 March 26, 2024 at 4:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[*20240409_Minutes CC workshop 3-26-24.pdf*](#)

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

**MARCH 26, 2024 5:00 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On March 26, 2024 at 4:00 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
Mike Hayes, City Attorney
Kim Meismer, Asst City Manager
Michael Hornes, Asst City Manager
Shelley McElhannon, City Secretary
Stuart Barron, Executive Director
Kyle Burow, Director of Engineering
Guillermo Garcia, Executive Director
Yesenia Luna, Municipal Court Coordinator
Drew Paxton, Director of Planning

VISITOR(S) 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.

Regan Givens, Animal Regulations Review Committee (Kerr County Animal Services)
Jennifer Houghton, Animal Regulations Review Committee (Town & Country Animal Hospital)
Leslie Jones, Chair of Animal Regulations Review Committee (The Big Fix)

1. PUBLIC COMMENT:

The following person(s) spoke:

- Barbara Burton (did not speak when called)

2. CONSIDERATION AND POSSIBLE ACTION:

2A. Presentation from the Animal Regulation Review Committee as to proposed animal control regulations for the City.

Shelley McElhannon read item 2A into record.

Committee members Leslie Jones, Jennifer Houghton, and Regan Givens provided information, responded to questions, and recommended Council adopt an Animal Ordinance.

Consensus of City Council directed the City Attorney to create an Animal Regulation Ordinance incorporating the Committee's recommendations.

2B. Presentation of Tree Preservation regulations.

Shelley McElhannon read item 2B into record.

Drew Paxton, Dalton Rice, and Michael Hornes provided information and responded to questions.

Councilmember Brenda Hughes motioned to direct staff to draft an Ordinance as recommended, seconded by Councilmember Joe Herring, Jr. The motion passed 5-0.

2C. Review submissions in response to City's request for proposals for work necessary for an update to the City's Comprehensive Plan (Kerrville 2050) and ranking by an evaluation committee.

Shelley McElhannon read item 2C into record.

Drew Paxton provided information and responded to questions.

City Council confirmed the ranking of the proposals.

Michael Hornes presented information regarding the Tax Increment Reinvestment Zone #1 (TIRZ #1) funding for Downtown Project.

Consensus of City Council given for a TIRZ #1 funding for Downtown.

2D. Capital Improvement Project update.

Kyle Burow and Michael Hornes provided information and responded to questions.

3. EXECUTIVE SESSION: Executive Session was not called nor convened.

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

ADJOURN. The workshop adjourned at 5:13 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 March 26, 2024.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: February 9, 2024

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 March 26, 2024 at 6:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[*20240409_Minutes CC meeting 3-26-24.pdf*](#)

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
MARCH 26, 2024 6:00 PM**

On March 26, 2024 at 6:00 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street, and then 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
Michael Hornes, Asst City Manager
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary
Julie Behrens, Director of Finance

Ashlea Boyle, Director of Parks & Rec
Stuart Cunyus, Public Information Officer
Guillermo Garcia, Executive Director
Jerel Haley, Asst Police Chief
Eric Maloney, Fire Chief
Drew Paxton, Planning Director

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.

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Community announcements provided by Stuart Cunyus, Mayor Eychner, and Councilmember Brenda Hughes.

2. PRESENTATION(S):

2A. Kerrville Kindness Award: Corbyn Loftin nature bags for Kerr Citizen and Visitors Bureau.

Mayor Eychner presented the Kerrville Kindness Award to Corbyn Loftin. Corbyn was accompanied by her parents and the Kerrville Citizens and Visitors Bureau staff.

2B. Proclamation recognizing 35 years of service by Habitat for Humanity Kerr County.

Mayor Eychner presented a proclamation recognizing 35 years of services to Habitat for Humanity Kerr County, represented by Mary Campana and Habitat volunteers, partners, and Board members.

2C. Proclamation recognizing March 2024 as Texas History month in Kerrville, Texas.

Mayor Eychner presented the March 2024 as Texas History month proclamation to the Daughters of the Revolution members Melanie Ellsworth and Nancy Wilson.

3. VISITORS FORUM:

The following person(s) spoke:

- Jerry Wolff
- George Baroody

Mike Hayes provided information and clarification.

4. CONSENT AGENDA:

Councilmember Joe Herring, Jr. made a motion to adopt the Consent Agenda as presented, seconded by Councilmember Hughes. The motion passed 5-0.

4A. Professional Services Agreement with Freese and Nichols, Inc. for Travis Street Booster Pump Station Expansion and Surface Water Treatment Plant Filter Replacement.

4B. Change order decreasing the total contract price with D&D Contractors, Inc. due to decreased work for the Westminster Street Reconstruction Project.

4C. Authorization to negotiate a Professional Services Agreement for the Comprehensive Plan Update.

4D. City Council workshop minutes March 12, 2024.

4E. City Council meeting minutes March 12, 2024.

END OF CONSENT AGENDA.

5. ORDINANCE(S), SECOND READING:

5A. Ordinance No. 2024-03, second reading. An Ordinance amending the City's Code of Ordinances by repealing Chapter 78 "Peddlers and Solicitors" in its entirety and replacing it with a new Article VI "Solicitations" within Chapter 30 "Businesses" of the City's Code of Ordinances; this new Article adopts revised regulations concerning peddlers, solicitors, and canvassers as those terms are defined; providing for penalties not to exceed \$500.00; ordering publication; providing an effective date; and providing other matters related to the subject.

Shelley McElhannon read Ordinance No. 2024-03 caption into record.

The following person(s) spoke:

- Nikki Caines
- Jerry Wolff

Mike Hayes provided clarification.

- Jaclyn Hall
- Terri Hall
- Roger Hall
- Peggy McKay
- George Baroody
- Alicia Bell
- Rachel Vickers

Mike Hayes provided clarification.

- Louis Amestoy (Turned in speaker request form after item read into record, Mayor Eychner approved speaker.)

Mike Hayes provided information and responded to questions.

Councilmember Roman Garcia made a motion to deny Ordinance No. 2024-03. Mayor Eychner called for a second, with no second forthcoming. Motion to deny died for lack of second.

Councilmember Herring made a motion to adopt Ordinance No. 2024-03 on second reading, seconded by Councilmember Jeff Harris. Councilmember Garcia requested a roll call vote, which was executed by the City Secretary. The motion passed 4-1 with Mayor Eychner,

Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

6. ORDINANCE(S), FIRST READING:

6A. Ordinance No. 2024-07. An Ordinance amending the City of Kerrville fee schedule by adopting a revised fee to be charged for each solicitation permit.

Shelley McElhannon read Ordinance No. 2024-07 caption into record.

Guillermo Garcia and Dalton Rice provided information and responded to questions.

The following person(s) spoke:

- George Baroody

Councilmember Herring made a motion to adopt Ordinance No. 2024-07 on first reading, 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.

7. PUBLIC HEARING AND ORDINANCE(S), FIRST READING:

7A. Ordinance No. 2024-06. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of the property consisting of an approximate 86.71 acre tract out of the W.T. Crook Survey No. 71, Abstract No. 114, Kerr County, Texas, and more commonly known as 300 Peterson Farm Rd; from being a Planned Development District established by Ordinance No. 2010-03, to an Industrial and Manufacturing Zoning District (IM); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2024-06 caption into record.

Drew Paxton provided information and responded to questions.

Mayor Eychner opened the public hearing at 7:26 p.m.

The following person(s) spoke:

- Peggy McKay

Dalton Rice provided information and clarification.

Mayor Eychner closed the public hearing at 7:31 p.m.

Councilmember Hughes made a motion to adopt Ordinance No. 2024-06 on first reading, 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.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Request for "major waiver" of requirements of Subdivision Code for property located adjacent to 3200 Oak Hollow, Kerrville, TX 78028, and consisting of a 0.32 acre tract.

Shelley McElhannon read item 8A caption into record.

Drew Paxton provided information and responded to questions.

Councilmember Garcia made a motion to deny the waiver request, seconded by Councilmember Harris. Motion to deny passed 5-0.

8B. Project Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation, and the City of Kerrville, Texas; for improvements made to the City's Scott Schreiner Golf Course.

Shelley McElhannon read item 8B caption into record.
Ashlea Boyle provided information.

Councilmember Harris made a motion to approve the project funding agreement between the City of Kerrville Economic Improvement Corporation for the Scott Schreiner Golf Course, seconded by Councilmember Hughes. The motion passed 5-0.

8C. Project Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation, and the City of Kerrville, Texas; for improvements made to the City's Olympic Pool.

Shelley McElhannon read item 8C caption into record.
Ashlea Boyle provided information.

Councilmember Herring made a motion to approve the funding application as described, seconded by Councilmember Hughes. The motion passed 5-0.

8D. Project Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation, and the City of Kerrville, Texas; for improvements made to the City's Cailloux Theater.

Shelley McElhannon read item 8D caption into record.
Dalton Rice provided information.

Councilmember Hughes made a motion to approve the funding application, seconded by Councilmember Herring. The motion passed 5-0.

8E. General Contract between the City of Kerrville, Texas and Christopher Sharp for remodel of the Golf Course Maintenance Building.

Shelley McElhannon read item 8E caption into record.
Ashlea Boyle provided information and responded to questions.

Councilmember Hughes made a motion to authorize the City Manager to finalize and execute the agreement, seconded by Councilmember Herring. The motion passed 5-0.

8F. Professional Services Agreement between the City of Kerrville, Texas, and Hewitt Engineering, Inc. for renovation of Golf Course Bridges.

Shelley McElhannon read item 8F caption into record.
Ashlea Boyle provided information and responded to questions.

Councilmember Harris made a motion to authorize the City Manager to finalize and execute the agreement with Hewitt Engineering for the renovation of the golf course bridges, seconded by Councilmember Herring. The motion passed 5-0.

9. INFORMATION & DISCUSSION:

9A. Update on Solar Eclipse planning.

Ashlea Boyle, Assistant Chief Jerel Haley, Chief Eric Maloney, Dalton Rice, and Mayor Eychner provided information and responded to questions.

9B. Monthly Financial Report for month-ended 2-29-24.

Julie Behrens provided information.

10. BOARD APPOINTMENTS:

10A. Appointment(s) to the Parks & Recreation Advisory Board.

Councilmember Harris made a motion to reappoint Cabe Johnson, Lisa Nye-Salladin, and Russell Nemky, seconded by Councilmember Herring. The motion passed 5-0.

10B. Appointment(s) to the Main Street Advisory Board.

Councilmember Garcia made a motion to appoint Howard Taylor as a member, seconded by Mayor Eychner. The motion passed 5-0.

10C. Appointment(s) to the Senior Services Advisory Committee.

Councilmember Herring made a motion to appoint Nissa Kendall to the Senior Services Advisory Committee, seconded by Councilmember Harris. The motion passed 5-0.

10D. Appointment(s) to the Zoning Board of Adjustment (ZBA).

Councilmember Hughes made a motion to appoint Donald Chute as a regular member of the ZBA, seconded by Mayor Eychner. The motion passed 5-0.

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

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

13. ITEM(S) FOR FUTURE AGENDAS:

Councilmember Harris announced the Tivy High School Girls Golf Team won District, for the first time in twenty years.

ADJOURN. The meeting adjourned at 8:30 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:

Ordinance No. 2024-06, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of the property consisting of an approximate 86.71 acre tract out of the W.T. Crook Survey No. 71, Abstract No. 114, Kerr County, Texas, and more commonly known as 300 Peterson Farm Rd; from being a Planned Development District established by Ordinance No. 2010-03, to an Industrial and Manufacturing Zoning District (IM); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

AGENDA DATE OF: April 9, 2024**DATE SUBMITTED:** March 20, 2024**SUBMITTED BY:** Drew Paxton, Planning Director**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:

Proposal: An ordinance to change the zoning from Planned Development District, PDD 10-03, to IM Industrial and Manufacturing on approximately 86.71 acres out of the W.T. Crook Survey No. 71, Abstract No. 114, Kerr County, TX; and more commonly known as 300 Peterson Farm Rd. (Case No. PZ-2024-2)

The applicant requests a zoning change from an existing Planned Development District, PDD 10-03, to IM Industrial and Manufacturing to accommodate a proposed manufacturing business with associated office space. A majority of this property is directly adjacent to County land and the airport is directly adjacent to the south. The property fronts Peterson

Farm Road, which serves as the primary access to the property. The K2050 Comprehensive Plan identifies this area for future development as Catalyst Area 11, allowing for Heavy Commercial and Light Industrial uses. The applicant is requesting zoning that is consistent with the K2050 Plan.

Procedural Requirements: The City, in accordance with state law, mailed 9 letters on 2/22/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 2/15/2024. In addition, a public hearing notification sign was posted on the property frontage on 2/23/24. At the time of drafting this agenda bill, no public comments had been received.

Staff Analysis and Recommendation:

Consistency with the Kerrville 2050 Comprehensive Plan: The property is designated as Strategic Catalyst Area 11 (SCA 11). The place types for SCA 11 allow for heavy commercial, light industrial, agriculture and outdoor tourism, stating that heavy commercial, light industrial uses are best adjacent to the airport. Because the proposed development meets the place type description, it is appropriate that the property be rezoned as requested from the current PDD to IM Industrial and Manufacturing since it is consistent with the K2050 Plan.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: Planned Development District PDD 10-03

Existing Land Uses: Vacant Land

Direction: North

Current Zoning: County Land

Existing Land Uses: Vacant Land; Church

Direction: South

Current Zoning: AD Airport

Existing Land Uses: Airport and associated businesses.

Direction: West

Current Zoning: County Land; RM Residential Mix

Existing Land Uses: Vacant Land; Residential

Direction: East

Current Zoning: County Land

Existing Land Uses: Vacant Land; Some Residential

Thoroughfare Plan: There should be no impact to the thoroughfare system. This property fronts Peterson Farm Road for access.

Traffic Impact: A traffic study will be required for future development.

Parking: To be determined and consistent with zoning regulations once a final site plan has been submitted for review and approval.

Recommendation: Based on consistency with the Kerrville 2050 Plan, adjacent land uses, and that fact that the underlying zoning still remains as an industrial use, staff recommends the case for approval.

On March 26, 2024, City Council approved Ordinance No. 2024-06 on first reading with a 4-1 vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-06 second reading.

ATTACHMENTS:

[*20240409_Ord 2024-06 Zoning Code 300 Peterson Farm Rd - 2reading.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-06**

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, WHICH ADOPTED ZONING REGULATIONS, USE DISTRICTS, AND A ZONING MAP IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN, SUCH CHAPTER MORE COMMONLY KNOWN AS THE CITY'S ZONING CODE; BY CHANGING THE ZONING AND CLASSIFICATION OF THE PROPERTY CONSISTING OF AN APPROXIMATE 86.71 ACRE TRACT OUT OF THE W.T. CROOK SURVEY NO. 71, ABSTRACT NO. 114, KERR COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 300 PETERSON FARM RD; FROM BEING A PLANNED DEVELOPMENT DISTRICT ESTABLISHED BY ORDINANCE NO. 2010-03, TO AN INDUSTRIAL AND MANUFACTURING ZONING DISTRICT (IM); PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on March 26, 2024, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for the property known as 300 Peterson Farm Rd., consisting of an 86.71 acre tract out of the W.T. Crook Survey No. 71, Abstract No. 114; such amendment to result in the zoning of the property changing from a Planned Development District, as established by Ordinance No. 2010-03, to an Industrial and Manufacturing Zoning District (IM); and

WHEREAS, on March 26, 2024, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

SECTION ONE. The Zoning Code for the City of Kerrville, Texas, as enacted by City Council and effective October 1, 2019 and included within Chapter 60 of the Code of Ordinances of the City of Kerrville, Texas, and the *Official Zoning Map* be and the same are hereby amended to designate the following described property zoned as an Industrial and Manufacturing Zoning District (IM):

All that certain tract or parcel of land, lying and being situated within the City of Kerrville, Texas, and being approximately 86.71 acres out of the W.T. Crook Survey No. 71, Abstract No. 114, Kerr County, Texas; commonly known as 300 Peterson Farm Road; and more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property."

SECTION TWO. The City Manager or designee is authorized and directed to amend the City's *Official Zoning Map* to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with the City's Zoning Code.

SECTION THREE. The provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance. Ordinance No. 2010-03 is repealed.

SECTION FOUR. The terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance is declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION FIVE. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION SIX. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

PASSED AND APPROVED ON FIRST READING, this the 26 day of
MARCH, A.D., 2024.

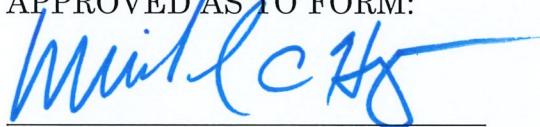
PASSED AND APPROVED ON SECOND AND FINAL READING, this
the _____ of _____, A.D., 2024.

Judy Eychner, Mayor

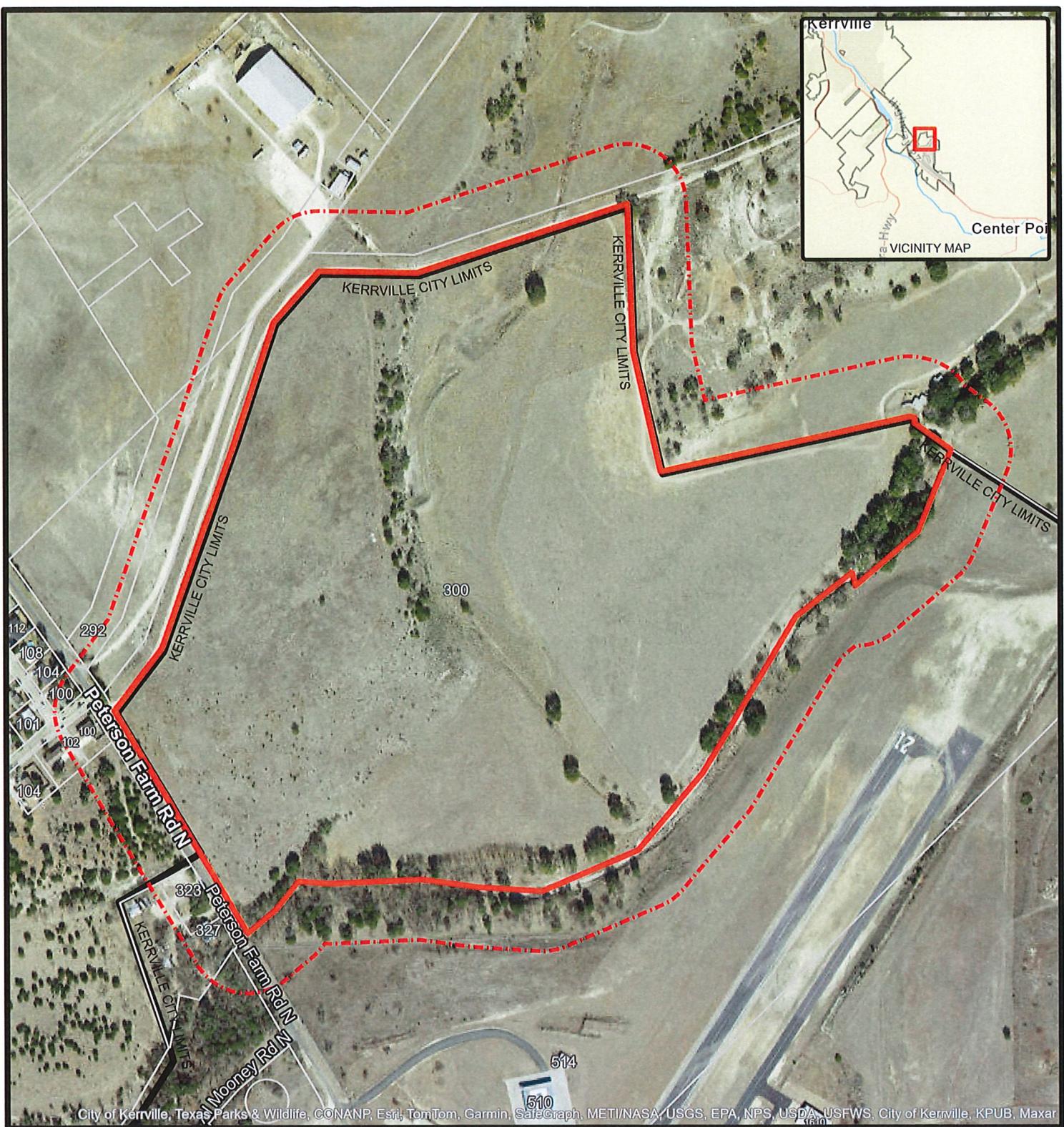
ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



Location Map

Case # PZ-2024-2

Location:

300 Peterson Farm Rd N

Legend

- Subject Properties
- 200 Feet Notification Area



0 150 300 600

Scale In Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

02/21/2024



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

SUBJECT: Ordinance No. 2024-07, second reading. An Ordinance amending the City of Kerrville fee schedule by adopting a revised fee to be charged for each solicitation permit.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: April 3, 2024

SUBMITTED BY: Guillermo Garcia

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:

If the City Council approves the second reading of the Door-to-Door Ordinance, it will be necessary to revise the associated fees. Currently, the fees are \$600 for one person for one year. Any additional persons covered by the permit are charged \$10 for 30 days or \$100 for one year. The proposed fees to accompany the adoption of the Door-to-Door Ordinance is \$86 Solicitation Permit Fee.

On March 26, 2024, City Council approved Ordinance No. 2024-07 first reading with a 4-1 vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-07 second reading.

ATTACHMENTS:

[20240409_Ord 2024-07 Solicitation Permit fee 2reading.pdf](#)

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-07

AN ORDINANCE AMENDING THE CITY OF KERRVILLE FEE SCHEDULE BY ADOPTING A REVISED FEE TO BE CHARGED FOR EACH SOLICITATION PERMIT

WHEREAS, City Council, through its adoption of the budget for fiscal year 2024 (the "Budget"), adopted fees for various services provided by the City; and

WHEREAS, the City's fees are contained within the City's Fee Schedule, which is included as an appendix to the Budget; and

WHEREAS, as part of City Council's consideration of an ordinance which will amend the City's existing regulations as to the door-to-door solicitation and peddling of good and services, the Development Services Department, after consultations with other departments, recommends amending the City's Fee Schedule to adopt a fee for the City to apply for each application for a solicitation permit; and

WHEREAS, processing and issuing each permit requires time and resources by City staff to review the application and City staff has studied the time and resources necessary and believes that the recommended fee bears a reasonable relationship to the City's total cost of providing this service; and

WHEREAS, City Council has determined it is in the public interest of the citizens of Kerrville to adopt the fee as provided herein;

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

City Council amends the Fee Schedule of the City of Kerrville, Texas, as set forth in **Exhibit A**, and attached and incorporated herein by reference, such change to be effective immediately.

PASSED AND APPROVED ON FIRST READING, this the 26 day of MARCH, A.D., 2024.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

Estimate **Solicitation Permit Fee**

| Cost Item | Cost | Hourly Cost | Hourly | Cost |
|-----------------------------------|-----------|-------------|--------|----------------------------|
| Personnel | | | | |
| Permit Tech | 56,456.06 | 27.14 | 0.25 | 6.79 |
| Permit Tech | 70,636.26 | 33.96 | 0.25 | 8.49 |
| Code Enforcement Manager | 88,170.30 | 42.39 | 0.25 | 10.60 |
| Police Personnel | 56,456.06 | 27.14 | 1.00 | 27.14 |
| Personnel Cost | | | | <u><u>53.02</u></u> |
| Supplies | | | | |
| Office Supplies | 1,500.00 | 0.72 | 0.25 | 0.18 |
| Supplies Cost | | | | <u><u>0.18</u></u> |
| Maintenance | | | | |
| Vehicle | 91,331.50 | 43.91 | 0.50 | 21.95 |
| Vehicle Fuel | 3,249.00 | 1.56 | 0.50 | 0.78 |
| Vehicle Maintenance | 78.00 | 0.04 | 0.50 | 0.02 |
| Vehicle Registration & Inspection | 14.50 | 0.01 | 0.50 | 0.00 |
| Software Maintenance | 40,000.00 | 19.23 | 0.25 | 4.81 |
| Maintenance Cost | | | | <u><u>27.57</u></u> |
| Service | | | | |
| Phone Service | 4,032.00 | 1.94 | 0.50 | 0.97 |
| Credit Card Service | 18,000.00 | 8.65 | 0.50 | 4.33 |
| Service Cost | | | | <u><u>5.30</u></u> |
| Estimated Fee | | | | <u><u>86.06</u></u> |

| | |
|---------------------|----------------|
| Proposed Fee | \$86.00 |
|---------------------|----------------|



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

SUBJECT: Ordinance No. 2024-10. An Ordinance vacating abandoning, and closing all right, title, and interest in a segment of a public right-of-way known as Knapp Rd; this segment of Knapp Rd is located south of the Guadalupe river, consists of an approximate .744 acres, and extends across Lots 13, 902, and 903 of The Landing Subdivision, a Subdivision within the City of Kerrville, Kerr County, Texas, and recorded in the Plat in File No. 19-05337, Plat records of Kerr County, Texas; finding that said right-of-way is not required for future use as a public right-of-way; ordering recording; providing an effective date; and providing other matters related to this subject.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: March 5, 2024

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

| Expenditure Required: | Remaining Budget Balance in Account: | Amount Budgeted: | Account Number: |
|------------------------------|---|-------------------------|------------------------|
| \$0 | \$0 | \$0 | 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:

The applicant is requesting to abandon the portion of Knapp Road through the Landing development. This portion extends from James Road, through Lots 13, 902, and 903 of The Landing Subdivision to a private road on the adjacent property. The access easements have been filed for the new access to the adjacent property.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-10 on first reading.

ATTACHMENTS:

[20240409_Ord 2024-10 Knapp Rd ROW closure.pdf](#)

[20240409_Application_Knapp ROW Abandonment.pdf](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-10**

AN ORDINANCE VACATING, ABANDONING, AND CLOSING ALL RIGHT, TITLE, AND INTEREST IN A SEGMENT OF A PUBLIC RIGHT-OF-WAY KNOWN AS KNAPP RD; THIS SEGMENT OF KNAPP RD IS LOCATED SOUTH OF THE GUADALUPE RIVER, CONSISTS OF AN APPROXIMATE .744 ACRES, AND EXTENDS ACROSS LOTS 13, 902, AND 903 OF THE LANDING SUBDIVISION, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND RECORDED IN THE PLAT IN FILE NO. 19-05337, PLAT RECORDS OF KERR COUNTY, TEXAS; FINDING THAT SAID RIGHT-OF-WAY IS NOT REQUIRED FOR FUTURE USE AS A PUBLIC RIGHT-OF-WAY; ORDERING RECORDING; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THIS SUBJECT

WHEREAS, Knapp Rd. is a street within the City of Kerrville, Texas, and currently exists on both sides of the Guadalupe River; and

WHEREAS, City Council annexed the segment of Knapp Rd. that exists on the south side of the Guadalupe River on or about October 23, 2018, following a request for annexation (Ord. No. 2018-23), such segment of Knapp Rd. referred to herein as the “Knapp Rd. Segment” and not including any other part of this road; and

WHEREAS, the property owner who owns a portion of the property that the Knapp Rd. Segment extends across has applied to the City for the City to vacate, abandon, and close this right-of-way (the “Applicant”); and

WHEREAS, the Knapp Rd. Segment is in need of significant maintenance and repairs, which condition has existed for a number of years; and

WHEREAS, the Knapp Rd. Segment is located entirely in the floodplain, which would significantly limit future development, if any; and

WHEREAS, the Knapp Rd. Segment extends from its intersection with James Rd. and ends at the City limits, as marked by a gated property; and

WHEREAS, the Knapp Rd. Segment is sporadically used by this single property owner and the Applicant provided this owner with an alternative, direct access through the Applicant’s property, such access as evidenced by easements filed in the county’s property records; and

WHEREAS, the Knapp Rd. Segment crosses property (Lot 903) previously dedicated to the City for its use as a public park, and the City would most likely act to legally remove this road from its property at some point in the future; and

WHEREAS, following the Applicant's request to the City, City staff determined that the Knapp Rd. Segment, based upon its existing use, future use, and current condition, is not required for public use as the City has no plans to improve or maintain it as a public right-of-way; and

WHEREAS, City staff believes that the City would need significant funds to improve and maintain the Knapp Rd. Segment; and

WHEREAS, City staff recommends that City Council formally vacate, abandon, and close the Knapp Rd. Segment, subject to terms of this Ordinance; and

WHEREAS, the City of Kerrville, Texas, is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Texas Transportation Code Section 311.007 authorizes any such city to vacate, abandon, or close a street; and

WHEREAS, City Council held a public hearing beginning at approximately 6:00 p.m. on April 9, 2024, as advertised in a newspaper of general circulation and on the City's website, to consider public comments regarding the issue of vacation, abandonment, and closure of the Knapp Rd. Segment; and

WHEREAS, City staff, based upon research of City records and records within the real property records of Kerr County, Texas, believes the Knapp Rd. Segment exists by prescriptive easement, that is, that the road essentially became a public road based upon public use, which dates to at least the early 1970s; and

WHEREAS, as the Knapp Rd. Segment likely exists as a prescriptive easement, the rights vacated, abandoned, and closed by the City pursuant to this Ordinance will unburden the underlying fee ownership by the underlying property (lot) owner (the Applicant) and thus, the City, pursuant to Section 272.001, Texas Local Government Code, is not required to receive fair market value for this action; and

WHEREAS, such vacation, abandonment, and closure will unburden the City of needing to improve and maintain the Knapp Rd. Segment at significant cost; and

WHEREAS, pursuant to the actions contemplated to be taken below and in order to avoid any future cost to the public required with respect to the future

improvement and maintenance of the Knapp Rd. Segment, City Council, acting pursuant to state law, finds it to be in the public interest and advisable to vacate, abandon, and close the Knapp Rd. Segment, subject to the limitations and conditions which follow;

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

SECTION ONE. The facts and matters set forth in the preamble to this Ordinance are hereby found to be true and correct.

SECTION TWO. City Council finds that the Knapp Rd. Segment is no longer essential to the safe and efficient flow of traffic or to any other authorized public use. As an exercise of its discretion, City Council hereby vacates, abandons, and closes in favor of the underlying property owner, all of the City's right, title, and interest of the public in and to the Knapp Rd. Segment, which is identified as follows, subject however, to the conditions and restrictions provided below:

That segment of a paved roadway known as "Knapp Rd.," encumbering 0.744 acres of land situated in Kerrville, Kerr County, Texas; being within original Survey No. 142, J.S. Sayder, Abstract No. 290 and original Survey No. 141, Joseph S. Anderson, Abstract No. 2, Kerr County, Texas; being approximately sixteen (16) feet wide and following the existing road base upon, over, and across Lots 13, 902, and 903, the Landing Subdivision, recorded in File No. 19-05337, Plat Records of Kerr County, Texas; and being more particularly described and depicted in Exhibits A and B, attached hereto and incorporated herein by reference.

Other than the Knapp Rd. Segment being vacated, abandoned, and closed as provided here, no other portion of Knapp Rd. is affected.

SECTION THREE. The Knapp Rd. Segment exists by easement, whether prescriptive, implied dedication, or otherwise. The rights vacated, abandoned, and closed by the City pursuant to this Ordinance will unburden the underlying fee ownership of Knapp Rd. by the underlying lot owner.

SECTION FOUR. All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communication lines and facilities, or any other public utility lines and

facilities, if any, may remain in place despite this Ordinance and may continue to be used, repaired, enlarged, and maintained in the ordinary course of business.

SECTION FIVE. The following conditions precedent to the vacation, abandonment, and closure shall apply and be part of the consideration for the action authorized by this Ordinance:

A. Applicant and the only other private property owner with access to the Knapp Road Segment shall provide the City with evidence of an agreement between these two parties as to the Applicant's completion of an alternative, direct access to the owner, such completion to include paving in compliance with the City's regulations.

B. Within 12 months of the adoption of this Ordinance, the Applicant or its successor in interest, shall submit, obtain approval, and officially record a subdivision plat absorbing all of the abandoned road into the underlying properties, meeting all requirements of the City's regulations. No plat will impair the rights retained by City pursuant to Section Four, above, if any, unless in the course of platting, the Applicant, at its own expense, otherwise accounts for those rights according to the City's regulations. Further, the plat shall note such previously established rights, if any. Finally, and if not previously accomplished another way, the plat shall convey a river trail easement to the City in the general vicinity of and aligned with the Knapp Rd. Segment.

SECTION SIX. Following compliance with the conditions specified in Section Five, above, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to the underlying property owner(s), and in addition, record this Ordinance in the Real Property Records of Kerr County, Texas.

SECTION SEVEN. The City Manager and City Attorney, or designee(s), are authorized and directed to execute and deliver any document(s) and to take any action(s) necessary to complete the vacation, abandonment, and closure.

SECTION EIGHT. This Ordinance shall become effective immediately after its second reading and final passage.

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

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A PAVED AREA ENCUMBERING 0.744 ACRES OF LAND SITUATED IN KERRVILLE, KERR COUNTY, TEXAS; BEING WITHIN ORIGINAL SURVEY NO. 142, J. S. SAYDER, ABSTRACT NO. 290 AND ORIGINAL SURVEY NO. 141, JOSEPH S. ANDERSON, ABSTRACT NO. 2, KERR COUNTY, TEXAS; BEING APPROXIMATELY SIXTEEN (16) FEET WIDE AND FOLLOWING THE EXISTING ROAD BASE OF KNAPP ROAD UPON, OVER AND ACROSS LOTS 13, 902 AND 903, THE LANDING SUBDIVISION RECORDED IN FILE NO. 19-05337, PLAT RECORDS OF KERR COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(NOTE: The following courses are based on an RTK/GNSS survey conducted on the ground, N.A.D.83 datum, Texas State Plane Coordinates, South Central Zone reduced to horizontal ground distances expressed in U.S. Survey feet. Where record or deed courses differ from the surveyed values, the record value is shown in parenthesis)

BEGINNING at a cotton spindle found at the reentrant corner of said Lot 903 and the northeast terminus of James Road, a City of Kerrville roadway per Resolution No. 80-121, recorded in Volume 235, Page 349, Official Public Records of Kerr County, Texas; from which said cotton spindle, a $\frac{1}{2}$ inch diameter iron rod with cap stamped "Matkin Hoover" found marking the most southerly corner of said Lot 903 bears **S 44°57'49" W, 241.98 feet (S 44°55'31" W, 241.88');**

THENCE with the northwest line of James Road and southeast line of said Lot 903; **S 44°57'49" W, 10.83 feet** to an unmarked point on the southwest line of the herein described easement;

THENCE through the interior of said Lots 903, 902 and 13, respectively, with the southwest lines hereof; the following four (4) calls:

N 50°49'39" W, 424.46 feet to an unmarked point;
N 51°49'57" W, 348.14 feet to an unmarked point;
N 56°07'00" W, 926.31 feet to an unmarked point; from which said point, a $\frac{1}{2}$ inch diameter iron rod with cap stamped "Matkin Hoover" found in the common boundary of said Lot 13 and Lot 902 bears **S 31°58'38" W, 30.40 feet; and**
N 74°30'27" W, 159.83 feet to an unmarked point in the northwest line of said Lot 13 in common with the southeast line of that certain 0.161 acre tract recorded in File No. 19-03106, Official Public Records of Kerr County, Texas;

THENCE with the common line of Lot 13 and said 0.161 acre tract, which forms the northwesterly terminus hereof; **N 45°06'37" E, 28.42 feet** to an unmarked point in the northeast line of the herein described easement;

THENCE through the interior of said Lots 13, 902 and 903, respectively, with the northeast lines hereof; the following five (5) calls:

WELLBORN
ENGINEERING &
SURVEYING

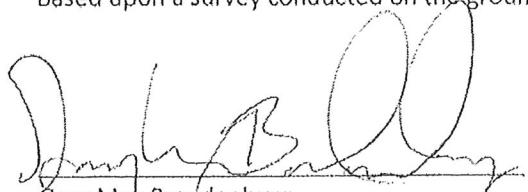
TBPELS FIRM NO. 10194410
PHONE: 830.217.7100
WWW.WELLBORNENGINEERING.COM

631 WATER STREET
KERRVILLE, TX 78028

S 74°44'28" E, 88.23 feet to an unmarked point;
S 67°26'06" E, 62.79 feet to an unmarked point;
S 55°56'24" E, 929.20 feet to an unmarked point;
S 52°04'32" E, 338.80 feet to an unmarked point; and
S 51°14'25" E, 455.62 feet to an unmarked point in the southeast boundary of said Lot 903;

THENCE with the southeast boundary of Lot 903, which forms the southeasterly terminus of the herein described easement; S 46°38'21" W, 11.12 feet to a survey nail with washer stamped "Matkin Hoover" in the northeasterly terminus of said James Road and N 44°57'11" W, 19.89 feet to the Point of Beginning encumbering 0.744 acres of land within these metes and bounds; a companion document to a plat of this survey dated February 1, 2024.

Based upon a survey conducted on the ground under my direction and supervision July 25, 2023.



Dated: 01/31/2024.

Gary May Brandenburg
Registered Professional Land Surveyor
State of Texas
Registration No. 5164

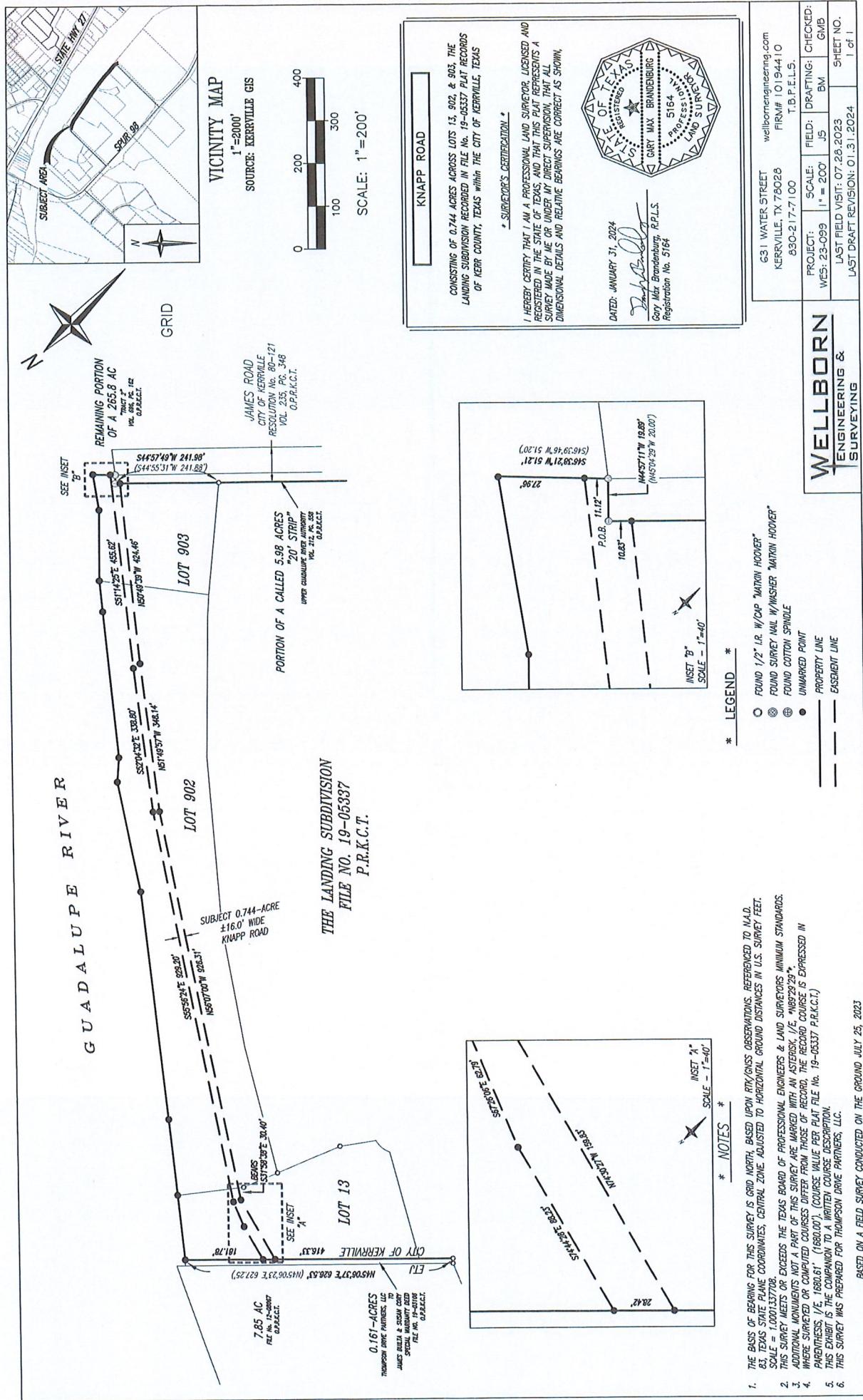


WELLBORN
ENGINEERING &
SURVEYING

TBEPLS FIRM NO. 10194410
PHONE: 830.217.7100
WWW.WELLBORNENGINEERING.COM

631 WATER STREET
KERRVILLE, TX 78028

EXHIBIT "B"





MacDonald
C O M P A N I E S

Affordable Lifestyles. Community Values.

STEPHEN B. SCHULTE

GENERAL COUNSEL

February 1, 2024

The City of Kerrville
701 Main Street,
Kerrville, Texas 78028

Re: Application for vacation of a portion of a city street – Knapp Road

To Whom It May Concern:

This is an application by Thompson Drive Partners, L.L.C. to vacate the portion of Knapp Road on the south side of Nimitz Lake. About Knapp Road:

- a. The portion is wholly located in The Landing subdivision as shown on the plat filed as Document No. 19-05337 in the Kerr County Plat Records. The final plat, which shows the road, is attached as Exhibit A.
- b. The road crosses three tracts in the subdivision – Lot 903 (Granger MacDonald Park, owned by the City) and Lots 13 and 902 (owned by Thompson Drive Partners, L.L.C.). All of the adjacent lots (Lots 8-12) are owned by Thompson Drive Partners, L.L.C.
- c. It dead ends at the western border between Lot 902 and a 7.85 acre tract owned by Susan Cory and the Estate of James Builta, where it becomes a gated, private road used only by Ms. Cory.
- d. Knapp Road appears to have become a public road in the 1970's through reference in various deeds. The road was included in the City of Kerrville's annexation of The Landing property in 2018.
- e. The road is located entirely in the FEMA Zone AE – 100-year Flood Hazard Area.
- f. The road is currently in serious disrepair. To our knowledge, the City has never performed any major maintenance on the road and has no current plans to do so.
- g. Presently, the road is used solely by Ms. Cory to access her property. Thompson Drive Partners has provided alternate, direct access to her via recorded easements, and will improve the easement at its sole expense. Diagrams of this easement are attached as Exhibit B.



MacDonald
C O M P A N I E S

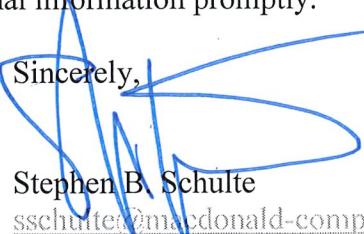
Affordable Lifestyles. Community Values.

Planned use for the Knapp Road area:

- a. Recently, the Kerrville Economic Development Corporation approved a sales tax revenue bond that included \$2.2 million earmarked for quality-of-life improvements to Granger MacDonald Park (Lot 903). The park abuts James Road and Mallard Way; both are public City streets. Thus, Knapp Road is not needed for access to the park, and the road's location interferes with the City's planned improvements to the park.
- b. Thompson Drive Partners is currently in discussions with the Upper Guadalupe River Authority about Lot 902 (the riverfront). The UGRA is interested in developing Lot 902 for (a) preservation and stewardship of water quality, quantity, and habitat, (b) public education, and (c) recreation. In addition, the UGRA has expressed its intent to grant a river trail easement to the City when the City expands the trail to this area. Plainly, vehicular traffic on Knapp Road is not compatible with these uses. Thus, the City's vacation of Knapp Road would most likely be a condition to closing of this sale.
- c. Lot 8 is currently under contract for purchase by Upper Guadalupe River Center, Inc. for construction and operation of a community center focused on river stewardship and recreation. Knapp Road is not necessary for this project.

Together with Granger MacDonald Park, the proposed UGRA riverfront area, and the UGRC community center, the parties seek to develop a comprehensive Nimitz Lake recreational area for the City of Kerrville and its visitors. We request that Knapp Road, a sole use, now unnecessary public street in the flood zone, be abandoned by the City.

I will be the City's principal contact for this application. Please contact me to discuss this further. I will provide you with any needed additional information promptly.

Sincerely,

Stephen B. Schulte
sschulte@macdonald-companies.com

Additional Attachments:

1. Survey and metes and bounds of Knapp Road (Ex. C)
2. Administrative fee



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

SUBJECT: Ordinance No. 2024-08. An Ordinance amending Chapter 18 "Animals" of the Code of Ordinances, City of Kerrville, Texas, by revising and replacing said Chapter in its entirety; the new Chapter includes regulations pertaining to the care, custody, and control of domesticated animals, seizure and impoundment under specific situations, required rabies vaccinations, and enforcement and penalties; repealing all Ordinances or parts of Ordinances in conflict herewith; ordering publication; providing an effective date; and providing other matters related to the subject.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: April 1, 2024

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:

In October 2023, City Council appointed the Animal Regulations Review Committee ("ARRC"). Council charged the ARRC with reviewing Chapter 18 within the City's Code of Ordinances. On Wednesday October 25, 2023, the Animal Regulations Review Committee held its first meeting. Since October, the ARRC met 9 times and made a presentation to Council on March 26, 2024 as to its recommendations and changes to the City's animal regulations. By revising and replacing said Chapter in its entirety; the new Chapter includes regulations pertaining to the care, custody, and control of domesticated animals, seizure and impoundment under specific situations, required rabies vaccinations, and enforcement and penalties; repealing all Ordinances or parts of Ordinances in conflict with the changes contained in the presented amendment. Tonight, the Committee is bringing forward these recommendations for approval by City Council as a first reading of the amended Ordinance.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-08 on first reading.

ATTACHMENTS:

20240409_Ord 2024-08 Animals Ordinance.pdf

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-08**

AN ORDINANCE AMENDING CHAPTER 18 “ANIMALS” OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, BY REVISING AND REPLACING SAID CHAPTER IN ITS ENTIRETY; THE NEW CHAPTER INCLUDES REGULATIONS PERTAINING TO THE CARE, CUSTODY, AND CONTROL OF DOMESTICATED ANIMALS, SEIZURE AND IMPOUNDMENT UNDER SPECIFIC SITUATIONS, REQUIRED RABIES VACCINATIONS, AND ENFORCEMENT AND PENALTIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City of Kerrville, Texas, has a number of animal related regulations that originated decades ago, many of which are badly out of date, are in need of clarification, and/or do not comply with state law or modern animal control and veterinary practices; and

WHEREAS, the Texas legislature has made a number of changes to regulations relating to dangerous dogs and animal care and cruelty, which has also served to make some of the City’s ordinances out of date; and

WHEREAS, on October 10, 2023, City Council adopted Resolution No. 35-2023, which created an ad hoc Animal Regulations Review Committee (“Committee”), to review and consider recommendations as to the City’s regulations and policies with respect to the control, care, and keeping of animals; and

WHEREAS, the Committee, which included persons with interests in animal welfare and a representative from Kerr County, met 9 times and reached a consensus on the proposed ordinance provided here; and

WHEREAS, the City’s code enforcement officers, Police Chief, Municipal Court Clerk, and others also provided input on obstacles to enforcement of regulations and control of animals and requested clarifications and modifications to the City’s existing regulations to enable them to be more effective at serving the citizens and animals of Kerrville; and

WHEREAS, as the City continues growing, it is beneficial to all to have continuity of regulations when practical and prudent in order to make it easier for citizens to comply with the City’s regulations; and

WHEREAS, the City is adopting an ordinance in accordance with the authority granted under Texas Health and Safety Code Section 822.0422; and

WHEREAS, due to several important reasons and conditions, not the least of which is Kerr County's facilities, staffing, and expertise, City staff recommends the regulations provided herein and looks forward to continuing its work with the County's Animal Control Services and other community partners in ways to reduce the number of loose, hazardous, and unwanted animals within Kerrville and the surrounding area; and

WHEREAS, City Council has determined that it is in the best interests of the citizens of Kerrville to ensure effective and efficient enforcement of animal related regulations, and therefore, Chapter 18, Animals, of the City's Code of Ordinances, should be amended as set forth herein; and

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

SECTION ONE. The facts, recitations, and findings contained in the preamble of this Ordinance are found to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION TWO. Chapter 18 "Animals" of the Code of Ordinances of the City of Kerrville, Texas, is repealed and replaced in its entirety with a new Chapter 18, as provided for in **Exhibit A**, which is attached, included herein for all purposes, and hereby adopted.

SECTION THREE. The City Secretary is authorized and directed to submit this Ordinance to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the provisions adopted herein, to correct typographical errors, and to index, format, and number and letter paragraphs to the existing Code as appropriate.

SECTION FOUR. The provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are expressly repealed to the extent of any such inconsistency or conflict. Ordinance Nos. 03-15, 06-14, and 14-07 are repealed.

SECTION FIVE. It is officially found and determined that the meetings at which this Ordinance is passed were open to the public as required and that public notice of the time, place, and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION SIX. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7 of the Code of Ordinances of the City of Kerrville, Texas.

SECTION EIGHT. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION NINE. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

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

**PASSED AND APPROVED ON SECOND AND FINAL READING,
this the _____ day of _____, A.D., 2024.**

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

EXHIBIT A

Chapter 18 ANIMALS ARTICLE I. IN GENERAL

Sec. 18-1. Definitions.

Abandonment means to desert or to leave:

- (1) in an enclosure on private property without care, food, shelter, or a continuous source of clean water for a period of 24 hours or more;
- (2) on private property without the consent of the owner or person with legal right to control the property; or
- (3) on public property without the express written permission of the animal control authority or owner or agent in charge of the property.

Animal means any member of the group of living beings belonging to the subphylum vertebrate, specifically excluding human beings. Animals includes any and all types, both domesticated and wild, male and female, warm and cold blooded.

Animal control authority means the person or persons designated by the City Manager or applicable state law to enforce this chapter, including duly licensed peace officers. The term includes both City employees and the County's Animal Services Department in its role as the "local rabies control authority."

Animal shelter means a facility designated or recognized by the City for the purpose of impounding and caring for animals.

At large means to be free of physical restraint beyond the boundaries of the premises of the owner.

Cat means any member of the family *Felis domestica*.

City means the City of Kerrville, Texas.

City Council means the City Council for the City of Kerrville, Texas.

City Manager means the City Manager or designee for the City of Kerrville, Texas.

Community cat means a feral cat that has been 1) ear-tipped and microchipped, 2) vaccinated, and 3) sterilized through trap-neuter-return.

Community cat caregiver means a person who participates in trap-neuter-return. A community cat caregiver is not considered the owner, caretaker, custodian, harborer, or keeper of a community cat.

Community cat colony means a group of community cats that congregate, more or less, together as a unit and may share a common food source.

County means Kerr County and its authority and responsibilities under state law and the applicable order of the Commissioner Court as the local rabies control authority.

Court means the municipal court of the City of Kerrville, Texas, or a Kerr County justice court.

Coyote hybrid means an animal that is the offspring created by the mating of a coyote with a noncoyote animal, or is shown to be a coyote hybrid by the testimony of a licensed veterinarian or animal control officer, or is represented to be a coyote hybrid by a person who owns or exercises control or custody of said animal.

Currently vaccinated means properly injected with a rabies vaccine licensed for use in the subject species by the United States Department of Agriculture and administered by or under the direct supervision of a licensed veterinarian.

Dangerous dog means a dog that:

- (1) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

Dog means any member of the family *Canis familiaris* excluding wolf hybrids which contain any percentage of wolf.

Domestic animal means a tame, gentle animal (including *Felis domestica* and *Canis familiaris*), caged birds, amphibians, fish, reptiles other than poisonous, venomous, or otherwise dangerous reptiles; small caged rodents; and *P. furus* (the common ferret).

Ear-tipping means the removal of the $\frac{3}{8}$ -inch tip of a cat's ear, performed while the cat is under anesthesia, to identify the cat as being a community cat that has been sterilized and lawfully vaccinated for rabies.

Enclosure means:

- (1) a structure with lockable windows and doors;
- (2) a tether, as defined by this chapter and in compliance with this chapter; or
- (3) a fenced area that is reasonably certain to prevent the animal in question from escaping.

Feral cat means a free-roaming domestic cat which is not owned and is not socialized to people.

Fowl means domesticated animals belonging to the class of Aves including chickens, poultry, game birds, pigeons, or similar whether kept for pleasure or for profit.

Impound means the act of placing an animal in an animal shelter.

Livestock means domestic animals generally used or raised on a farm for profit, work, or pleasure, including cattle, sheep, swine, horses, donkeys, mules, domesticated game animals, and llamas. Livestock does not include mini-pigs.

Mini-pig means any of the domesticated forms of the species *suidae sus scrofa*, under 180 pounds, originating in Southeast Asia, and having a straight tail, potbelly, swayback, and coat that is black, white, or both.

Neutered means rendered permanently incapable of reproduction. The term neuter is synonymous with spay or sterilize.

Nonprofit animal welfare organization means a nonprofit organization that has as its purpose 1) the prevention of cruelty to animals; or, 2) the sheltering of, caring for, and providing homes for lost, stray, and abandoned animals.

Owner means any person who has a right of property to an animal, keeps or harbors an animal, has an animal in their care, acts as custodian of an animal, or who permits an animal to remain on or about his or her premises.

Person means any individual, firm, corporation, partnership, other business unit, society, association or other legal entity, any public or private institution, the state, or any municipal corporation or political subdivision of the state.

Registration or registered means a tag worn on a collar for identification and annually renewed with the registration authority and/or an implanted registered microchip.

Registration authority means the agency or department designated by the City Manager and charged with registering animals upon confirmation of a rabies vaccination.

Restraint means that an animal is considered under restraint if it is within a secured enclosure, secured by a leash or lead, or under the physical control of a responsible person.

Secured enclosure means a structure that has working locks on doors and windows or a fenced area that meets the following criteria:

- (1) lockable or otherwise capable of preventing the entry of the general public, including children;
- (2) capable of preventing the release or escape of the dog being secured;
- (3) clearly marked as containing a dangerous dog by signs at all entrances; and
- (4) of sufficient height and depth to prevent the dog from climbing out or digging under.

Seize means the act of taking physical possession of an animal.

Serious bodily injury means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Tether means a chain, rope, leash, cable, or other device that is attached to a stationary object or cable run as a means of restraining an animal.

Trap-neuter-return means a nonlethal approach to feral cat population control where feral cats are humanely trapped, sterilized and vaccinated, ear-tipped and microchipped, and then returned to the location where they were originally trapped or to another community cat colony when authorized under Section 18-32.

Unprovoked attack or acts means an attack or act by a dog which took place even though the person that was attacked did not unreasonably do anything to cause or encourage the attack or act.

Wild animals means all undomesticated animals including lions, tigers, bears, wolves, wolf hybrids, coyote, coyote hybrids, apes, monkeys, foxes, baboons, skunks, raccoons, squirrels, birds of prey, migratory birds, other nondomestic birds, and all forms of poisonous, venomous, or otherwise dangerous reptiles.

Wolf hybrid means a canid that is the offspring created by the mating of a wolf with a nonwolf animal, or is shown to be a wolf hybrid by the testimony of a licensed veterinarian or an animal control officer, or is represented to be a wolf hybrid by a person who owns or exercises control or custody over said animal.

Sec. 18-2. Enforcement.

- (a) It shall be the duty of the animal control authority to carry out all applicable provisions of this chapter and to seize and impound all animals when authorized or required by this chapter.
- (b) Any offense of this chapter is considered a nonculpable offense, unless the section specifically sets out the necessary culpability for the offense. The penalty for a violation of this chapter shall be as set forth in Section 1-7 of this Code.
- (c) It is unlawful for a person to interfere with, hinder, or molest any agent of the animal control authority in the performance of any duty as herein provided. It shall also be unlawful for a person to remove an animal from or inflict damage upon a humane live trap set by the animal control authority.
- (d) It is unlawful for an animal's owner or community cat caregiver to intentionally or knowingly deceive or mislead the animal control authority by statement, action, or omission in order to avoid a penalty, charge, or other consequence under this chapter.
- (e) In any case where one or more animals have been the cause of a substantial number of bona fide nuisance complaints under this chapter from multiple sources, the animal control authority may petition the court to order the removal of the animal(s) from the City limits. A substantial number of nuisance complaints means three or more complaints within the past 12 months. Multiple sources means that there are two or more reporting parties that do not reside at the same address. A complaint is bona fide if made in good faith and is not unfounded, as determined by the animal control authority. If the court orders the animal removed, it must be microchipped (dogs and cats only), registered with the animal control authority, and removed to a permanent location that is greater than 5,000 feet outside the City limits. If an animal that was ordered removed is found within the boundary of 5,000 feet outside the City limits, the City Manager may obtain a seizure warrant from the court, which warrant shall order the humane disposition of such animal in accordance with this chapter.

Sec. 18-3. Seizure and impoundment.

(a) The animal control authority shall have the power to seize an animal with a warrant or court order if probable cause is present to believe one of the following conditions exists:

- (1) An animal is found at large and/or has been abandoned.
- (2) An animal is exhibiting symptoms of rabies, has been exposed to a rabid animal, or has bitten or scratched a human being.
- (3) The animal is a dog that has caused the death or serious bodily injury of a person or otherwise meets the definition of a dangerous dog as defined in this chapter.
- (4) An animal is being treated cruelly in violation of this chapter or state law.
- (5) The animal control authority is authorized to seize the animal based on, or pursuant to, this chapter or other state law.

(b) The animal control authority shall have the power to seize an animal without a warrant or court order if probable cause is present to believe one of the conditions listed in (a)(1)-(5) exists and under the following conditions:

- (1) On public property, in all cases;
- (2) On private property if:
 - a. The consent of the resident or property owner is obtained;
 - b. The animal control authority is in pursuit of an animal that is at large; or
 - c. The animal control authority reasonably believes there is imminent danger of serious bodily injury or death to the public, other animals, or the animal in question and there is insufficient time to obtain a warrant; and
- (3) Upon the request of a peace officer if the owner of the animal is not available and there is no one 18 years of age or older to accept responsibility for the animal.

(c) The animal control authority is authorized to use necessary force to make lawful seizures of animals pursuant to this chapter.

- (d) Any animal that has been seized pursuant to section (a)(2) shall be impounded and quarantined, and disposition of the animal shall only be permitted, as required by Chapter 826 of the Texas Health and Safety Code and Title 25 of the Texas Administrative Code Chapter 169, Subchapter A, as may be amended. The animal control authority shall notify the owner in writing when the animal may be released from quarantine and when the animal must be redeemed to avoid transfer of ownership for adoption or other humane disposition.
- (e) Seizure, impoundment, and disposition of an animal that is being treated cruelly shall be determined in accordance with Chapter 821 of the Texas Health and Safety Code, as may be amended.
- (f) Seizure, impoundment, and disposition of a dog that has caused the death or serious bodily injury of a person, or that meets the definition of dangerous dog, shall be governed by Article III, Division 1 of this chapter.
- (g) Seizure, impoundment, and disposition of livestock that are considered a nuisance shall be governed by Article IV of this chapter.
- (h) The animal control authority shall not release a dog or cat for adoption unless the animal has been sterilized.
- (i) The animal control authority shall not release an animal that has been impounded for a third time as a stray unless the animal has been sterilized.

Sec. 18-4. At large, generally.

- (a) It is unlawful for an animal to be at large within the City. It is an affirmative defense if the animal is a community cat.
- (b) Livestock that are found at large are “estrays” and are governed by Chapter 142, Texas Agriculture Code.
- (c) Animals other than livestock that are found at large may be seized in accordance with this chapter and the animal control authority may exercise the option to serve the owner with a citation, return the animal to the owner, or impound the animal.

Sec. 18-5. Redemption.

The owner of any impounded animal may reclaim same by signing any citations issued for alleged violations of this chapter and paying all impoundment fees, fines and other accrued expenses. If an animal is not redeemed within three days that the animal shelter is open to the public, the animal control authority may put the animal

up for adoption or arrange for other humane disposition. If an animal has been previously impounded, the impoundment fee may be raised. A community cat caregiver may reclaim a community cat in the same manner as an owner. A community cat caregiver may only reclaim a feral cat if it is, or will be, ear-tipped, microchipped, vaccinated, and sterilized before being reclaimed.

Sec. 18-6. Humane disposition of unredeemed, impounded animals.

- (a) After the redemption period expires, the animal control authority shall have the authority to order the humane disposition of an animal, either by transfer of ownership or humane euthanasia, at its discretion and in accordance with state law.
- (b) While an animal is in the possession of the animal control authority, under veterinary care ordered by the animal control authority, or in foster care, ownership of the animal will not have transferred. The animal's owner may redeem the animal by complying with the requirements of this chapter, even if the redemption period has expired.
- (c) After the redemption period has expired, the animal control authority may transfer ownership of the animal. When an animal is transferred to a new owner, the prior owner's rights to redeem the animal or otherwise claim ownership are extinguished. Ownership is transferred when a person agrees to adopt an animal or when an organization, or someone acting on the organization's behalf, accepts custody of an animal.

Sec. 18-7. Willfully causing animals to be impounded; release when owner not responsible.

Whenever the animal control authority shall become satisfied that any animal has been willfully released from any enclosure or property by any person other than the animal's owner, the animal control authority shall have the discretion to order such animal so impounded released without cost.

Sec. 18-8. Slaughtering animals.

It is unlawful for a person to maintain any property for the purpose of slaughtering any animal except those establishments authorized to slaughter animals as a governmental entity, under the laws of the state and applicable City ordinances.

Sec. 18-9. Animals biting, scratching or attacking any person.

The owner of any animal that bites, scratches, or attacks any person when the person bitten was not trespassing upon the property of the owner of the animal, shall be guilty of violating this chapter.

Sec. 18-10. Animals creating a nuisance.

- (a) It is unlawful for a person to allow the peace and quiet of neighboring properties to be disturbed by an animal's barking, howling, crowing, or other noise of any kind.
- (b) It is unlawful for a person to allow the peaceable use and enjoyment of neighboring properties to be disturbed by the smell of an animal, its food, its waste, or its enclosure.

Sec. 18-11. Riding animal on sidewalks and streets prohibited.

It is unlawful for a person to ride a horse or mule or any other animal on a public sidewalk or within the public street right-of-way except on the paved shoulder or curb lane of the street right-of-way. It is an affirmative defense that the person has a horse drawn carriage permit or a special event permit issued by the City.

Sec. 18-12. Harboring wild animals.

- (a) It is unlawful for a person to keep or harbor any wild animal within the City except commercial establishments dealing in the sale of these animals, zoos and similar entertainers, and governmental entities, all of which shall have proper facilities for restraint and care of these animals.
- (b) The animal control authority or the local health authority under the Texas Health and Safety Code may set up conditions under which it would be permissible to keep or harbor wild animals in the City on a temporary basis.

Sec. 18-13. Sale of animals.

- (a) It is unlawful for a person to sell, trade, barter, lease, rent, give away, or display for a commercial purpose a live animal outdoors on a roadside, public right of way, or commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale, or similar event.
- (b) This section does not apply to:

- (1) A sale held on privately or publically owned, non-commercial property with the permission of the owner; or
- (2) An event primarily for the sale of agricultural livestock, such as hoofed animals or animals or fowl commonly raised for food, dairy, or fiber products.

ARTICLE II. DOGS AND CATS

Sec. 18-30. Rabies vaccination and registered.

- (a) *Required; exception.* Except as otherwise provided, no person shall own, keep, or harbor any dog or cat over four months of age within the City limits unless such dog or cat is currently vaccinated and registered. The provisions of this section do not apply to animals owned by a licensed research facility or government operated animal shelter.
- (b) *Vaccination by licensed veterinarian.* All dogs and cats shall be vaccinated against rabies by a licensed veterinarian in accordance with Section 826.021, Texas Health and Safety Code.
- (c) *Microchipping.* All dogs shall be microchipped and owners shall thereafter update the microchip company with the current address of the owner.
- (d) *Time limit for registration; exception.* The owner of a dog or cat shall seek registration within 30 days after obtaining a dog or cat over four months of age. This requirement will not apply to a nonresident keeping a dog or cat within the City for no longer than 60 days. New residents must apply for registration within 30 days of establishing residency.
- (e) *Registration period; registration to be attached to collar; transferability; records.* Except as otherwise provided, the registration period shall be for one year. Each applicant shall pay the appropriate fee annually and shall supply all information reasonably requested on forms supplied by the registration authority. Registration furnished by the registration authority shall be of durable material. Registration issued for a dog or cat must be attached to the collar of the animal and must be worn at all times. Registrations are not transferable. A record of all registrations issued shall be maintained by the registration authority; and such records shall be available to the animal control authority if not the same entity. The registration authority shall maintain records for five years.
- (f) *Failure to obtain registration.* A registration shall be issued after payment of the required fee, and a showing of proof of vaccination by a licensed veterinarian. A person who fails to obtain registration for his or her dog or cat as required within the time period specified in this section will be subjected to a delinquent fee.

- (g) *Waiver of registration fee.* Registration fees shall be waived for dogs serving the blind, deaf, or other persons with disabilities as defined by law, or government-owned dogs used for law enforcement. All other registration provisions will apply.
- (h) *Tag required.* It is unlawful for a person to have a dog or cat in their care, custody or control which does not have a current vaccination tag and a license on the dog or cat.
 - (i) *Exception.* This section does not apply to community cats with up to date vaccinations.

Sec. 18-31. Nuisances.

- (a) All dogs and cats, excluding community cats, shall be kept under restraint.
- (b) No dog or cat may be allowed to cause a nuisance. The owner of every dog or cat shall be held responsible for every behavior of such dog or cat under the provisions of this article.
- (c) A dog or cat is considered a nuisance if it damages, soils, defiles, or defecates on private property other than the owner's or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner; causes unsanitary, dangerous, or offensive conditions; causes a disturbance by excessive barking or other noisemaking; chases vehicles; or molests, attacks, or interferes with persons or other domestic animals on public property.
- (d) It is unlawful for a person to feed feral cats or to provide food for feral cats. It is an affirmative defense if the person is a community cat caregiver maintaining a community cat colony.
- (e) If a community cat colony is the source for a substantial number of nuisance complaints from multiple sources, the affirmative defense under subsection (d) does not apply and the community cat colony must be relocated or the cats claimed by owners and re-homed. A substantial number of nuisance complaints means three or more complaints within the past 12 months. Multiple sources means that there are two or more reporting parties that do not reside at the same address.

Sec. 18-32. Community cats.

- (a) Community cats impounded on a nuisance complaint shall be humanely euthanized after expiration of the redemption period unless a community cat caregiver claims the community cat and agrees and is able to relocate the cat to

another location, in compliance with this chapter. Community cats may be held longer, as space is available in the animal shelter.

- (b) Community cats that bite or scratch a person shall undergo rabies observation or testing, shall be euthanized in accordance with law, and may not be released, including to a community cat caregiver.

Sec. 18-33. Redemption.

- (a) A community cat released to a community cat caregiver may be released without payment of an impoundment fee, unless the community cat was seized pursuant to a nuisance complaint.
- (b) Any dog or cat confined for rabies quarantine, evidence, or other purpose may be redeemed by the owner thereof upon payment of a fee. Disposal of a dog or cat by any method specified herein does not relieve the owner of liability for violations and accrued charges.
- (c) No dog or cat required to be registered or vaccinated under this chapter may be redeemed until arrangements for such registration and vaccination have been made.
- (d) As a condition for redemption, the animal control authority may require a dog or cat, including community cats, to be microchipped and have the microchip registered such that the animal control authority is able to identify the owner or community cat caregiver, as applicable.

Sec. 18-34. Registration fees.

Any and all registration fees required by this chapter shall be set by City Council after direct consultation with the County as to the appropriate fee amounts. The resolution shall also determine the conditions of payment and collection of the required fees.

Sec. 18-35. Over four dogs and/or cats prohibited.

- (a) It is unlawful for a person to harbor, keep, or maintain more than four dogs, cats, or a combination thereof on any property within the City. This section does not apply to a property owned and/or operated by a governmental entity, a nonprofit animal welfare organization, or an animal shelter.
- (b) It is an affirmative defense to a violation of subsection (a) if the dogs or cats are four months of age or younger and are part of a litter that is in the process of being weened.

- (c) It is an affirmative defense to subsection (a) if animals are being fostered for the animal control authority or a nonprofit animal welfare organization, and the care is not otherwise in violation of this chapter or any applicable policy. The animal control authority may waive the permit fee as a part of promotion for adoption or to encourage compliance with this chapter.

ARTICLE III. DANGEROUS DOGS AND INHUMANE TREATMENT

DIVISION 1. DANGEROUS DOGS

Sec. 18-51. Dog causing death or serious bodily injury.

- (a) If the animal control authority has probable cause to believe that a dog has caused the death or serious bodily injury of a person, a sworn complaint shall be filed with the court requesting that a seizure warrant be issued for the dog. Upon a showing of probable cause, the court shall issue the seizure warrant and schedule a hearing not more than ten days from the date the warrant is issued.
- (b) The animal control authority shall execute the seizure warrant and shall impound the dog and provide for its care until disposition is ordered by the court.

Sec. 18-52. Hearing on dog causing death or serious bodily injury.

- (a) Notice of the date, time, and place of the hearing shall be provided to the owner of the dog and the person from whom the dog was seized.
- (b) The purpose of the hearing is to determine, by a preponderance of the evidence, if the dog caused the death or serious bodily injury of a person. Any interested party may present evidence at the hearing.
- (c) If the dog caused the death of a person, the dog shall be ordered humanely euthanized as allowed by law.
- (d) If the dog caused serious bodily injury to a person, the dog shall be ordered humanely euthanized as allowed by law, unless one of the following exceptions applies:
 - (1) the dog was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and:
 - a. the enclosure was reasonably certain to prevent the dog from leaving the enclosure on its own and provided notice of the presence of a dog; and

- b. the injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;
- (2) the dog was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;
- (3) the attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the dog for law enforcement purposes;
- (4) the dog was defending a person from an assault or person's property from damage or theft by the injured person; or
- (5) the injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.

- (e) If the dog did not cause the death or serious bodily injury of a person, or if one of the above exceptions is applicable, the dog shall be released to the owner.
- (f) If the dog is ordered humanely euthanized, the court may also order that the owner of the dog pay the costs associated with impoundment and humane disposition of the dog.
- (g) The owner of a dog that causes death or serious bodily injury may waive the hearing and release the dog to the animal control authority for humane euthanasia, and in such case, the animal control authority may waive any fees that would otherwise be charged.

Sec. 18-53. Dangerous dogs.

- (a) If the animal control authority determines that a dog qualifies as a dangerous dog, as defined by this chapter, it shall notify the owner of the dog in writing.
- (b) Unless the dog has already been impounded, the owner of the dog shall deliver the dog to the animal control authority within five days to be impounded. The dog will remain impounded until disposition is ordered by a court. If the owner does not comply with this section, the animal control authority is authorized to obtain a seizure warrant from a judge.

Sec. 18-54. Dangerous dog hearing.

- (a) The animal control authority shall file a complaint with the court on, or near, the day the dog is impounded. The court will schedule a hearing to determine if the dog is dangerous and to order disposition not later than the tenth day after the dog is impounded.
- (b) If the court determines that the dog does not meet the definition of dangerous, the court shall order the dog released to the owner.
- (c) If the court determines the dog does meet the definition of dangerous, the court shall:
 - (1) uphold the determination of the animal control authority;
 - (2) determine the cost of impoundment up to the date of the hearing and through any potential appeal;
 - (3) set an appeal bond adequate to cover those costs; and
 - (4) order that the dog be released to the owner if and when the owner complies with the requirements of Section 18-55 or order the dog to be humanely euthanized if the owner cannot or does not comply with those requirements.
- (d) Per state law, as may be amended, in order to appeal the decision, the owner must file a notice of appeal and the appeal bond with the court clerk within ten days of the court's decision.

Sec. 18-55. Requirements for owner of dangerous dog.

- (a) Within 30 days of the court decision to declare a dog dangerous, or within 30 days of such decision being upheld on appeal, the owner of the dangerous dog must comply with the following requirements for the dog to be released from impoundment:
 - (1) registration, specifically as a dangerous dog, with the animal control authority for the area in which the dog is kept, which registration must be updated within 14 days in the event of a change in address or ownership;
 - (2) restrain the dog at all times on a leash in the immediate control of a person or in a secured enclosure as defined by state law;

- (3) obtain liability insurance policy with at least \$100,000.00 in coverage for damages resulting from an attack by the dog causing serious bodily injury or provide proof of financial responsibility substantially equal to that amount;
- (4) the dog must be microchipped and the owner must update the microchip company with the current address of the owner;
- (5) the dog must be fitted with a bright orange collar visible from 50 feet away;
- (6) the dog must be vaccinated for rabies and registered as required by this chapter; and
- (7) have the dog sterilized.

- (b) If the owner of the dangerous dog is unable to establish timely compliance with the above requirements, the dog shall be humanely euthanized.
- (c) It is a violation of this chapter for an owner of a dog previously declared dangerous to be out of compliance with these requirements, including a dog previously declared dangerous in another jurisdiction.

Sec. 18-56. Subsequent violations.

- (a) If the owner of a dog that has been previously declared dangerous is issued a citation for failure to comply with Section 18-55, the animal control authority may apply to the court for a seizure warrant. Upon a showing of probable cause that a violation of Section 18-55 has occurred, the court shall issue the warrant and order the dog to be humanely euthanized unless the owner can provide the animal control authority with proof of compliance.
- (b) The owner of the dangerous dog has ten days to establish compliance with Section 18-55 or the dog shall be humanely euthanized.
- (c) If a dog that has been previously declared to be dangerous makes an unprovoked attack on another person outside the dog's enclosure and causes bodily injury to the person, the person is guilty of a violation of this chapter. Upon a showing of probable cause that the violation occurred, the court shall issue a seizure warrant and order the dog to be humanely euthanized.

Sec. 18-57. Exceptions.

It is a defense to prosecution under this division that a person is:

- (1) a veterinarian, employee of a veterinarian, dog trainer, peace officer, animal shelter employee, or employee of the state or a political subdivision of the state and the person has temporary ownership, custody, or control of the dog in connection with that position; or
- (2) an employee of the institutional division of the Texas Department of Criminal Justice, or other law enforcement agency, and trains or uses dogs for law enforcement or corrections purposes.

DIVISION 2. INHUMANE TREATMENT OF ANIMALS

Sec. 18-71. Inhumane treatment, generally.

- (a) It is unlawful for a person to treat an animal inhumanely. The penalty for a violation of this section is as set forth in Section 1-7 of the Code of Ordinances.
- (b) For the purposes this section inhumane treatment means:
 - (1) to unnecessarily permit or cause pain or suffering;
 - (2) to unnecessarily deprive the animal of food, veterinary care, or shelter; or
 - (3) to confine in a manner that is injurious to the animal's health and/or wellbeing.

Sec. 18-72. Tethering.

- (a) It is unlawful for a person to restrain an animal by use of a tether attached to a stationary object or a cable run. This does not apply to an animal on a leash held by a person.
- (b) It is an affirmative defense to subsection (a) if the tether is attached to a properly fitted harness or collar on the animal, and
 - (1) the tether is secured in such a manner that
 - a. the animal has continuous access to food, water, and shelter;
 - b. the tether is at least ten feet long or five times the length of the dog from nose to the base of the tail, whichever is longer;
 - c. the tether is not a chain and weighs less than one-twentieth of the animal's weight;

- d. the tether is attached in a manner that prevents choking, hanging, or other potential injury; and
- e. the tether is short enough that the animal is not able to cross the property line; or

(2) the tether is temporarily used during veterinary treatment, grooming, training, or law enforcement activity; or

(3) the tether is temporarily used to protect the safety or welfare of a person or the animal provided that the owner remains with the animal throughout the period of restraint.

(c) The affirmative defense under subsection (b) does not apply if:

- (1) the animal is in estrus (*i.e.*, in heat);
- (2) the animal is secured by a pinch or prong type collar; or
- (3) the animal is injured by the tether.

Sec. 18-73. Animal fights; fighting paraphernalia.

- (a) It is unlawful for a person to keep, or use, or in any way be connected with, or interested in the management of any place used for the purpose of fighting animals. It is unlawful for a person to receive money for the admission of any person to any place kept or used for the purpose of fighting animals, or to permit or suffer any place belonging to or under his or her control to be so kept or used. It is unlawful for a person to aid, encourage, assist, or arrange for an animal fight, or to issue a challenge for the purpose of bringing about an animal fight.
- (b) It is unlawful for a person to have on their person or property any paraphernalia used in fighting, including fighting rings, break sticks, fighting knives, or training facilities used to prepare animals for fighting.
- (c) It is unlawful for a person to raise, breed, maintain, or harbor any animal which is used or intended to be used for fighting.

Sec. 18-74. Abandonment of animals.

It is unlawful for a person to abandon an animal in the City. It is an affirmative defense to prosecution under this section that the person is a community cat caregiver and the animal is a community cat.

Sec. 18-75. Traps.

It is unlawful for a person to set any form of trap which causes bodily harm by the nature of the trap, including leg hold traps, or body traps. Humane live cage traps are permissible.

Sec. 18-76. Animals left in vehicles.

- (a) It is unlawful to leave an animal in a parked or standing vehicle or enclosed trailer in such a way as to endanger the animal's health, safety, or welfare.
- (b) It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined for a period of ten or more minutes at a time when the ambient outside air temperature is above 75 degrees or below 35 degrees Fahrenheit.
- (c) The animal control authority, a peace officer, or a firefighter may take reasonable actions to remove an animal that was left in violation of subsections (a) or (b), including use of force if necessary and/or if the animal is showing signs of distress. Any animal so removed shall be impounded as if at large.

Sec. 18-77. Animals in trucks and trailers.

It is unlawful for a person to transport in an open bed pickup or an open flatbed truck or to tow in an open flatbed trailer on a public street or highway while a dog or other animal occupies the bed of the truck or trailer unless the animal is secured in a kennel or other secure vented enclosure, restrained by a harness manufactured for the purpose of restraining animals, or restrained using a chain, rope, or other device cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling. If the ambient outside air temperature is above 85 degrees Fahrenheit, there must be some kind of flooring between the animal and the truck bed that will prevent injury by the hot surface of the bed.

Sec. 18-78. Care.

- (a) All animals must be provided with
 - (1) daily food and a clean source of water sufficient for the breed and size to maintain the animal at a good level of nutrition;
 - (2) a source of shelter from the elements appropriate for the breed, size, and needs of the animal; and
 - (3) veterinary care reasonably necessary to prevent suffering.

(b) Failure by an owner of an animal to provide care as required by this section is a violation of this chapter. This section does not apply to community cats.

ARTICLE IV. LIVESTOCK, FOWL, AND OTHER AGRICULTURAL ANIMALS

Sec. 18-90. Keeping of livestock.

- (a) It is a violation to maintain livestock on properties other than those zoned for such use. It is an affirmative defense if the maintenance of livestock is a legal non-conforming use.
- (b) The owner of livestock, or the owner of real property on which livestock is being kept, may not allow the livestock to be a nuisance, or be the source of a nuisance, by virtue of (1) odor, excessive noise, or attraction of pests, which would disturb a person of normal sensibilities; or (2) otherwise create a health hazard.
- (c) Livestock may not be maintained on property belonging to another person without that person's permission.
- (d) It is a violation to tether or stake out livestock. It is an affirmative defense to this section if the tether is otherwise in compliance with this chapter, and if the animal has unrestricted access to at least 6,000 square feet of ground. Livestock may not be maintained on property with less than 6,000 square feet of ground per animal, excluding structures not used for housing or feeding the animal.
- (e) The structure or enclosure in which livestock is kept, fed, or cared for may not be less than 180 feet from any structure used for human occupancy, except for structures belonging to the owner of the livestock.
- (f) It is unlawful for a person to keep, harbor, or maintain swine within the City. It is an affirmative defense to this section that the swine are wild and not within the care, custody, or control of the owner.
- (g) Livestock may be considered a nuisance and the animal control authority is authorized to seize and impound such livestock if (i) they are found in violation of subsections (a), (c), or (f); or (ii) if the owner of such livestock is cited for a violation of subsection (b) and the citation results in a conviction or deferred adjudication,
 - (1) The animal control authority shall provide notice to the owner, if known, by personal delivery or certified mail return receipt requested. If the owner is unknown, notice shall be posted at the location the animal was seized.

- (2) The owner must redeem the animal by coming to collect it and pay the related citations and fees, within ten business days during which the animal shelter is open to the public after the date the animal is seized.
- (3) The owner may appeal the seizure during the redemption period described above by submitting a written appeal to the City Manager. The City Manager may consider the appeal and uphold the decision or overturn the decision and order the animal released.
- (4) If the redemption period expires and no appeal is filed, or if an appeal is denied, the animal control authority may humanely dispose of the animal by euthanasia (if necessary to alleviate suffering), conveyance to a rescue organization, or public auction. If the animal control authority determines that a public auction would not be commercially reasonable, the animal may be conveyed to a rescue organization. If the animal is conveyed by public auction, post notice of a sale of livestock at the county courthouse, at the municipal office building, and to the owner (if known). The notice will include a full description of the impounded livestock and the date, time, and place of the public auction (which must be not less than ten days from the date notice is posted). The sale will be to the highest bidder, for cash, and proceeds will be applied to defray the cost of the sale and impoundment of the animal. Any excess proceeds must be claimed within 15 days of the date of the sale or such proceeds shall be transferred to the City's general fund.

(h) This section is only applicable:

- (1) to livestock on properties located within City limits; and
- (2) where the City's application of these provisions do not conflict with state law.

Sec. 18-91. Fowl.

- (a) It is unlawful for a person to keep fowl within the City limits in violation of this section.
- (b) Any enclosure that houses fowl must be at least 50 feet from any dwelling other than the dwelling occupied by the owner of the fowl, provided that there are fewer than six fowl on the property. Any enclosure that houses fowl must be at least 180 feet from any dwelling other than the dwelling occupied by the owner of the fowl, when there are six or more fowl on the property. A property in the City limits may not have more than 12 fowl unless it is zoned agriculture, general. This section does not apply to exotic birds such as parakeets and parrots that are primarily kept indoors.

- (c) It is unlawful for a person to own, keep, harbor, or maintain a rooster within the City limits.
- (d) It is unlawful for a person to own, keep, harbor, or maintain an ostrich, peafowl, or an emu within the City limits.
- (e) The owner of fowl, or the owner of real property on which fowl is being kept, may not allow the fowl to be a nuisance, or be the source of a nuisance, by virtue of (1) odor, excessive noise, or attraction of pests, which would disturb a person of normal sensibilities; or (2) otherwise create a health hazard.
- (f) This section is only applicable where the City's application of these provisions do not conflict with state law.

Sec. 18-92. Rabbits.

- (a) A person may not keep, harbor, own, or maintain, within City limits, on residential property, as that term is defined by "dwelling unit" in the City's zoning code, more than ten rabbits unless the person is lawfully involved in an agricultural youth project under the supervision of a county extension agent or agriculture teacher employed by the independent school district.
- (b) Any enclosure that houses rabbits within City limits must be at least 50 feet from any dwelling other than the dwelling occupied by the owner of the rabbits.
- (c) The owner of rabbits, or the owner of real property on which rabbits are being kept, may not allow the rabbits to be a nuisance, or be the source of a nuisance, by virtue of (1) odor, excessive noise, or attraction of pests, which would disturb a person of normal sensibilities; or (2) otherwise create a health hazard.
- (d) This section is only applicable where the City's application of these provisions do not conflict with state law.

Sec. 18-93. Ferrets.

- (a) It is unlawful for a person to harbor, keep, or maintain ferrets over the age of six months on any property within the City limits where the overall number of ferrets, dogs, and cats exceeds four such animals.
- (b) Ferrets must be currently vaccinated against rabies at all times.
- (c) The owner of ferrets, or the owner of real property on which ferrets are being kept, may not allow the ferrets to be a nuisance, or be the source of a nuisance,

by virtue of (1) odor, excessive noise, or attraction of pests, which would disturb a person of normal sensibilities; or (2) otherwise create a health hazard.

Sec. 18-94. Beekeeping.

- (a) It is unlawful for a person to keep a hive within 50 feet of any structure used for human habitation, excluding the residence of the owner. If a hive is located within 25 feet of a property line, the owner must maintain a flyway barrier, such as a solid wall, fence, or dense vegetation, parallel to the property line, which must be at least six feet high and extend at least ten feet beyond each end of the hive.
- (b) A person shall provide a source of water on the same property within line of sight of a hive.
- (c) A person shall immediately replace the queen in a hive that exhibits aggressive characteristics, including stinging or attempting to sting without provocation, or a disposition towards swarming. The hive shall be temporarily removed to a location outside the City limits which is at least 200 feet from any structure used for human habitation for a period of at least 45 days.
- (d) If it is determined by the animal control authority that a person's bees are becoming a nuisance to other properties, the person may be required to reconfigure, relocate, or remove one or more hives. The person may appeal an order issued under this section by submitting a written request for an appeal to the City Manager within ten business days of the order. The City Manager, or his or her designee, shall consider the appeal and either uphold, modify, or reverse the order. It is a violation of this section to fail to comply with an order issued under this section.
- (e) Except for subsection (d), this section does not apply to wild bees.
- (f) This section is only applicable where the City's application of these provisions do not conflict with state law.

Sec. 18-95. When owner of premises may impound stock.

If any livestock are found upon the premises of anyone, the owner or occupant of the premises shall have the right to confine such animal until he or she can notify the animal control authority to come and impound such animal, provided the same is done in a reasonable time. When so notified, it shall be the duty of the officers to at once cause such animal to be impounded as herein provided.



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

SUBJECT: Ordinance No. 2024-09. An Ordinance Amending the City's Fiscal Year 2024 Budget to account for increased revenues, a merger of City funds, a multiyear Public Works project, and a mid-year cost of living and adjustment for all City employees.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: March 28, 2024

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? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Fiscal Year 2023 had a surplus in the General Fund of \$1.7M due to better than budget service and interest revenues, a transfer in from the Golf Fund as part of the merger into the General Fund, and better than budget expenses of \$1M. Fiscal Year 2024 continues to perform better than budget in both service and interest revenue. Interest revenue is anticipated to end the year \$500K better than budget. Staffing shortage continue to be an issue citywide placing increased pressures and workload on current employees. The impact of inflation also continues to create struggles for employees. The proposed budget amendment includes a 4 percent cost-of-living adjustment for all employees. Also included in the proposed amendment is a transfer of surplus funds from FY2023 to the General Asset Replacement Fund of \$750K and the reallocation of \$1M from both Library Memorial and HOT funds for committed funding of the Heart of the Hills Heritage Center project, which were not spent in FY2023.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-09 on first reading.

ATTACHMENTS:

[20240409_Ord 2024-09 FY24 Budget amendment.pdf](#)

[20240409_Presentation FY24 Budget amendment.pdf](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-09**

AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2024 BUDGET TO ACCOUNT FOR INCREASED REVENUES, A MERGER OF CITY FUNDS, A MULTIYEAR PUBLIC WORKS PROJECT, AND A MID-YEAR COST OF LIVING ADJUSTMENT FOR ALL CITY EMPLOYEES

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

WHEREAS, the budget for the City's 2023 Fiscal Year experienced higher than expected revenues, which has continued into Fiscal Year 2024; and

WHEREAS, the City's Fiscal Year 2024 Budget contemplated the merger of the Golf Fund into the City's General Fund, meaning in part, the City needs to transfer these funds; and

WHEREAS, while the City budgeted project funding for the Heart of the Hills Heritage Center in Fiscal Year 2023, those funds were not expended and need to be reallocated for the same purpose within the Fiscal Year 2024 budget; and

WHEREAS, the City Manager, the Human Resources Department, and Finance Department, as a way to keep employees and to attract job applicants in a competitive market, consistently review salaries and benefits of Texas cities, particularly those of a similar size, service level, and within a close proximity to Kerrville, and based upon that analysis, recommend that the City implement a mid-year cost of living adjustment of four percent (4.0%) for all City employees; and

WHEREAS, City Council finds that amending the City's Fiscal Year 2024 Budget is in the best interest of the citizens of the City of Kerrville based upon the conditions specified above;

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

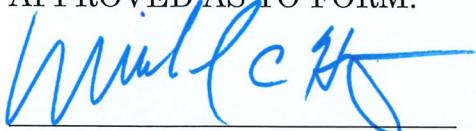
In accordance with Section 8.06 of the City Charter, the Official Budget for Fiscal Year 2024 is amended as set forth in **Attachment A**.

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

PASSED AND APPROVED ON SECOND AND FINAL READING, this the
____ day of _____, A.D., 2024.

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

Attachment A
City of Kerrville
FY2024 Budget Amendment #2

The following accounts will be increased by the FY2024 budget amendment #2:

| Account Name | Description | Amount Increased |
|--|--|------------------|
| 1. General Fund | | |
| Salaries | 4% COLA For all City Employees | 270,927 |
| Benefits | 4% COLA For all City Employees | 39,691 |
| Transfer Out - Dev Serv | to cover 4% COLA & benefits | 11,776 |
| Interest Revenue | performance better than FY2024 budget | 500,000 |
| Transfer Out - Asset Replacement | FY2023 excess fund balance | 750,000 |
| 2. Water Fund | | |
| Salaries | 4% COLA For all City Employees | 39,184 |
| Benefits | 4% COLA For all City Employees | 5,740 |
| Interest Revenue | performance better than FY2024 budget | 135,000 |
| 3. Garage Fund | | |
| Salaries | 4% COLA For all City Employees | 3,860 |
| Benefits | 4% COLA For all City Employees | 565 |
| 4. Development Services | | |
| Salaries | 4% COLA For all City Employees | 10,271 |
| Benefits | 4% COLA For all City Employees | 1,505 |
| Transfer In - General Fund | to cover 4% COLA & benefits | 11,776 |
| 5. General Fund Asset Replacement | | |
| Transfer In - General Fund | FY2023 excess fund balance | 750,000 |
| 6. Hotel Occupancy Tax | | |
| Transfer Out - Lib Memorial | re-budget for FY2024 HHHC contribution | 1,000,000 |
| 7. Library Memorial | | |
| Buildings and Structures | re-budget for FY2024 HHHC contribution | 2,000,000 |
| Transfer In - HOT | re-budget for FY2024 HHHC contribution | 1,000,000 |

FY2024 Mid-Year Budget Amendment

City Council Meeting
April 9, 2024



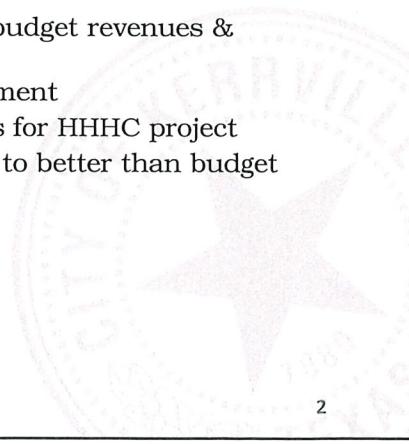
1

Budget Amendment

- Ordinance #2024-11 requiring 2 readings to amend the FY2024 budget

This budget amendment will amend the FY2024 budget in response to:

- FY2023 General Fund Surplus (better than budget revenues & expenses)
- Transfer portion of surplus to Asset Replacement
- Reallocate unspent FY2023 committed funds for HHHC project
- Adjust FY2024 Interest Revenue budget due to better than budget performance
- Cost of Living Adjustment



2

General Fund

- FY2023 had a change in net position (surplus funds) of \$1.7M
 - Primarily due to better than budget service revenues, related to EMS
 - Better than budget interest revenues
 - Transfer in from Golf of cash & cash equivalents due to merger to General Fund
 - Better than budget expenses, especially personnel, due to staffing shortages

3

General Fund

- Proposing the following changes to the FY2024 Budget:
 - Transfer Out to Asset Replacement: \$ 750,000
 - Transfer Out to Development Services: \$ 11,776
 - Increase Interest Revenue Budget: \$ 500,000
 - Increase Salaries (4% COLA): \$ 270,927
 - Increase to Benefits (4% COLA): \$ 36,691

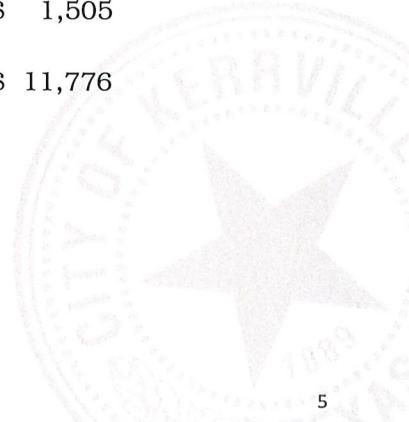
*Interest Revenue will more than offset the cost of COLA for General Fund (including DS) employees

4

Development Service Fund

- Proposing the following changes to the FY2024 Budget:

| | |
|----------------------------------|-----------|
| • Increase Salaries (4% COLA): | \$ 10,271 |
| • Increase Benefits (4% COLA): | \$ 1,505 |
| • Transfer-in from GF (4% COLA): | \$ 11,776 |

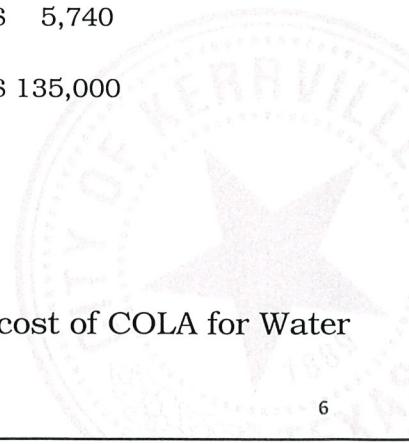


5

Water Fund

- Proposing the following changes to the FY2024 Budget:

| | |
|---------------------------------|------------|
| • Increase Salaries (4% COLA): | \$ 39,184 |
| • Increase Benefits (4% COLA): | \$ 5,740 |
| • Increase to Interest Revenue: | \$ 135,000 |



6

*Interest Revenue will more than offset the cost of COLA for Water Fund employees

Garage Fund

- Proposing the following changes to the FY2024 Budget:
 - Increase Salaries (4% COLA): \$ 3,860
 - Increase Benefits (4% COLA): \$ 565

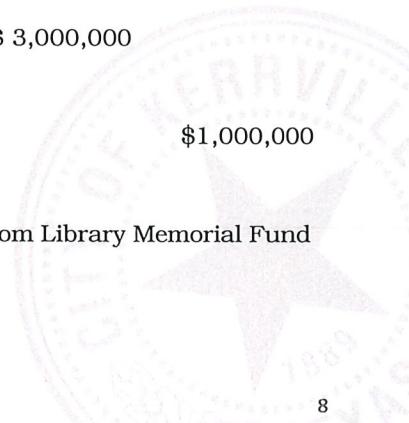


7

HOT/Library Memorial

- Proposing the following changes to the FY2024 Budget:
 - HOT Transfer Out to Library Memorial: \$ 1,000,000
 - Library Memorial: increase to:
Buildings & Structures: \$ 3,000,000
(reallocate for HHHC unspent in FY2023)
 - Library Memorial: Transfer In – HOT \$1,000,000

*HHHC is a Capital Improvement Project being paid from Library Memorial Fund with assistance from HOT



8

Questions?



9



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

SUBJECT: Resolution No. 11-2024. A Resolution authorized by Section 418.108(B) of the Texas Government Code extending the Mayor's Declaration of Disaster regarding the Eclipse Event issued on April 4, 2024.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: April 2, 2024

SUBMITTED BY: Dalton Rice, City Manager

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:

RECOMMENDED ACTION:

Approve Resolution No. 11-2024 as presented.

ATTACHMENTS:

[*20240409 Reso 11-2024 Extend Disaster Declaration 4-08-24 DRAFT.pdf*](#)
[*2024-04 Declaration of Disaster - Solar Eclipse Event 4-08-24.pdf*](#)

D R A F T 4/4/24

CITY OF KERRVILLE, TEXAS RESOLUTION NO. 11-2024

A RESOLUTION AUTHORIZED BY SECTION 418.108(B) OF THE TEXAS GOVERNMENT CODE EXTENDING THE MAYOR'S DECLARATION OF DISASTER REGARDING THE ECLIPSE EVENT ISSUED ON APRIL 4, 2024

WHEREAS, on April 4, 2024, the Mayor, by proclamation, issued a *Declaration of Disaster* regarding the Eclipse event; and

WHEREAS, City Council has determined that extending the Mayor's *Declaration of Disaster* is necessary to protect the residents of the City; and

WHEREAS, City Council finds that it is in the public interest to authorize additional authority as described herein pursuant to the Texas Disaster Act of 1975, Chapter 418, Texas Government Code;

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

SECTION ONE. The foregoing recitals are incorporated herein and made findings of fact.

SECTION TWO. City Council hereby consents to the continuation and renewal of the local state of disaster for the City pursuant to Section 418.108(b) of the Texas Government Code. The Mayor's *Declaration of Disaster*, which was initially adopted on April 4, 2024, is attached as **Exhibit A**.

SECTION THREE. Pursuant to Section 418.108(c) of the Government Code, this continuation and renewal of the Mayor's *Declaration of Disaster* shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION FOUR. Pursuant to Section 418.108(d) of the Government Code, this continuation and renewal of the declaration of a local state of disaster continues activation of the emergency management plan for the City. The furnishing of aid and assistance under the declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are continued.

SECTION FIVE. The use of all available resources of the City that are reasonably necessary to cope with this disaster are hereby authorized.

SECTION SIX. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or

delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement with would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.

SECTION SEVEN. The *Declaration of Disaster* is effective until _____, 2024, unless otherwise terminated or extended.

SECTION EIGHT. The terms and provisions of this Resolution and the *Declaration of Disaster* shall be deemed to be severable and that if any section, subsection, sentence, clause, phrase or word herein shall be declared to be invalid or unconstitutional, the same shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word herein, and the remainder of this Resolution and *Declaration of Disaster* shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

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

APPROVED AS TO FORM:

Judy Eychner, Mayor

Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



City of Kerrville, Texas DECLARATION OF DISASTER

WHEREAS, on April 8th, 2024, Kerrville, Texas is located within a direct line of a total solar eclipse that will cross North America (the “Eclipse”); and

WHEREAS, this event is expected to see the population of Kerrville, Texas, which is approximately 23,000, significantly increase with area visitors throughout the days leading up to and including the day of the Eclipse; and

WHEREAS, such influx of visitors will most likely result in significant traffic congestion; enormous strains on first responders, hospitals, and health care providers; possible shortages of food, groceries, and fuel; and an overwhelming of the City’s and other utility providers’ services and infrastructure; all of which will threaten the safety of citizens and visitors; and

WHEREAS, based upon guidance from other cities and communities who have experienced a total eclipse, as well as input from City staff and local emergency managers, the Mayor has determined that extraordinary measures must be taken and may need to be increased to protect the health, safety, and welfare of Kerrville citizens and visitors that may be impacted as a result of the Eclipse; and

WHEREAS, the Mayor, in consultation with the City’s Fire and Police Chiefs, has determined that the potential exists for roads and highways to be stressed to and above capacity during certain times of the event, thereby increasing the need for increased law enforcement, emergency responders, and traffic control; and

WHEREAS, the potential stress and over-capacity of City, county, state, and federal streets, roads, and highways may create a public safety event whereby law enforcement and fire and rescue personnel will be slowed and/or impeded from responding to calls for service; and

WHEREAS, the City, in planning for and analyzing the impact of the Eclipse, has planned several events and designated public gathering places, to include transportation from the sites, in an effort to better manage and lessen the impact of crowds and traffic; and

WHEREAS, the Mayor urges City residents to be mindful of the conditions leading up to and immediately after the Eclipse, and in part ensure that their vehicles are filled with fuel the week leading up to this event; purchase sufficient groceries, supplies, and medicine well in advance; and to take any and all other cautionary measures to ensure the safety of persons and animals in their care;

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF KERRVILLE:

SECTION ONE. That a local state of disaster is hereby declared for the City of Kerrville pursuant to Section 418.108(a), Texas Government Code, due to the Eclipse.

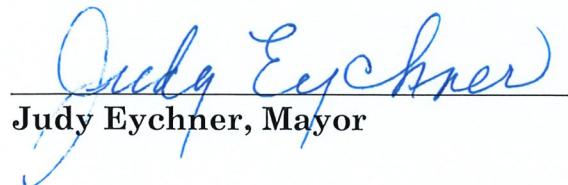
SECTION TWO. Pursuant to Section 418.108(b), Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the City Council of Kerrville.

SECTION THREE. Pursuant to Section 418.108(c), Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION FOUR. Pursuant to Section 418.108(d), Texas Government Code, this declaration of a local state of disaster activates the City's Emergency Management Plan and authorizes the furnishing of aid and assistance under this declaration.

SECTION FIVE. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this on the 4th day of April, 2024.



Judy Eychner, Mayor



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

SUBJECT: Resolution No. 10-2024. A Resolution authorizing the City's continued membership in the Atmos Cities Steering Committee (ACSC); and authorizing the City's payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: March 18, 2024

SUBMITTED BY: Mike Hayes, City Attorney

EXHIBITS:

| Expenditure Required: | Remaining Budget Balance in Account: | Amount Budgeted: | Account Number: |
|------------------------------|---|-------------------------|------------------------|
| \$1,237.60 | N/A | N/A | N/A |

PAYMENT TO BE MADE TO: Atmos Cities Steering Committee

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. Kerrville likewise retains this authority. The Atmos Cities Steering Committee ("ACSC") is composed of 185 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair.

Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years' experience in regulating natural gas rates in Texas.

ACSC makes up the largest coalition of cities served by Atmos Mid-Tex. There are 185 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility pursuant to state law), ACSC also

undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used and is a fair method for the members to bear the burdens associated with the benefits received from that membership. The current assessment of \$.05 per capita is the same amount applied in 2019-23.

Explanation of Resolution Paragraphs:

1. This paragraph authorizes the continuation of the City's membership in ACSC.
2. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents (\$0.05) per capita.
3. This paragraph requires notification that the City has adopted the Resolution.

The assessment payment check should be made out to "*Atmos Cities Steering Committee*" and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

Included with this agenda bill is 1) above referenced resolution; 2) the ACSC Master List of Members; 3) the ACSC 2023 Year in Review; and 4) 2024 ACSC Invoice-Kerrville.

RECOMMENDED ACTION:

Adoption of Resolution No. 10-2024.

ATTACHMENTS:

[20240409_Reso 10-2024 Atmos Cities Steering Committee.pdf](#)
[20240409_2024 ACSC Invoice-Kerrville.pdf](#)
[20240409_ACSC MasterListofMembers -July 2023.pdf](#)
[20240409_ACSC 2023 Year in review.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 10-2024**

**A RESOLUTION AUTHORIZING THE CITY'S CONTINUED
MEMBERSHIP IN THE ATMOS CITIES STEERING
COMMITTEE (ACSC); AND AUTHORIZING THE CITY'S
PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS
CITIES STEERING COMMITTEE TO FUND REGULATORY AND
RELATED ACTIVITIES RELATED TO ATMOS ENERGY
CORPORATION**

WHEREAS, the City of Kerrville, Texas ("City") is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division ("Atmos") within the municipal boundaries of the City; and

WHEREAS, the Atmos Cities Steering Committee ("ACSC") has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

SECTION ONE. The City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

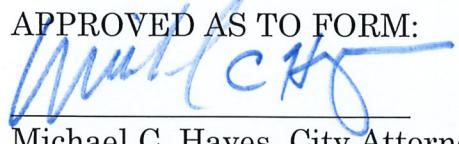
SECTION TWO. The City is further authorized to pay its 2024 assessment to the ACSC in the amount of five cents (\$0.05) per capita, which based upon a population estimate of 24,752, comes to \$1,237.60.

SECTION THREE. A copy of this Resolution and approved assessment fee payment to "Atmos Cities Steering Committee" shall be sent to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

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

City of Arlington, c/o Atmos Cities Steering Committee
Attn: Brandi Stigler
101 S. Mesquite St., Ste 300
MS #63-0300
Arlington, TX 76010

Invoice

| Date | Invoice # |
|----------|-----------|
| 2/7/2024 | 24-94 |

| Bill To |
|-------------------|
| City of Kerrville |

| Item | Population | Per Capita | Amount |
|--|------------|------------|-------------------------|
| 2024 Membership Assessment | 24,752 | 0.05 | 1,237.60 |
| Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste 300, MS #63-0300, Arlington, Texas 76010 | | | Total \$1,237.60 |

ACSC Master List of Members (185 Total)

| | | |
|----------------------------|-----------------------|---------------------------|
| 1. Abilene | 52. Denton | 103. Killeen |
| 2. Addison | 53. DeSoto | 104. Krum |
| 3. Albany | 54. Draper | 105. Lake Dallas |
| 4. Allen | 55. Duncanville | 106. Lakeside |
| 5. Alvarado | 56. Early | 107. Lake Worth |
| 6. Angus | 57. Eastland | 108. Lancaster |
| 7. Anna | 58. Edgecliff Village | 109. Lavon |
| 8. Archer City | 59. Emory | 110. Lewisville |
| 9. Argyle | 60. Ennis | 111. Little Elm |
| 10. Arlington | 61. Euless | 112. Little River |
| 11. Aubrey | 62. Everman | Academy |
| 12. Azle | 63. Fairview | 113. Lorena |
| 13. Bedford | 64. Farmers Branch | 114. Madisonville |
| 14. Bellmead | 65. Farmersville | 115. Malakoff |
| 15. Belton | 66. Fate | 116. Mansfield |
| 16. Benbrook | 67. Flower Mound | 117. McKinney |
| 17. Beverly Hills | 68. Forest Hill | 118. Melissa |
| 18. Blossom | 69. Forney | 119. Mesquite |
| 19. Blue Ridge | 70. Fort Worth | 120. Midlothian |
| 20. Bowie | 71. Frisco | 121. Murphy |
| 21. Boyd | 72. Frost | 122. Newark |
| 22. Bridgeport | 73. Gainesville | 123. New Fairview |
| 23. Brownwood | 74. Garland | 124. Nocona |
| 24. Bryan | 75. Garrett | 125. North Richland Hills |
| 25. Buffalo | 76. Georgetown | 126. Northlake |
| 26. Burk Burnett | 77. Glenn Heights | 127. Oak Leaf |
| 27. Burleson | 78. Grand Prairie | 128. Ovilla |
| 28. Caddo Mills | 79. Grapevine | 129. Palestine |
| 29. Canton | 80. Groesbeck | 130. Pantego |
| 30. Carrollton | 81. Gunter | 131. Paris |
| 31. Cedar Hill | 82. Haltom City | 132. Parker |
| 32. Celeste | 83. Harker Heights | 133. Pecan Hill |
| 33. Celina | 84. Haskell | 134. Petrolia |
| 34. Centerville | 85. Haslet | 135. Plano |
| 35. Cisco | 86. Hewitt | 136. Ponder |
| 36. Clarksville | 87. Highland Park | 137. Pottsboro |
| 37. Cleburne | 88. Highland Village | 138. Prosper |
| 38. Clyde | 89. Honey Grove | 139. Quitman |
| 39. College Station | 90. Hurst | 140. Red Oak |
| 40. Colleyville | 91. Hutchison | 141. Reno (Parker County) |
| 41. Colorado City | 92. Hutto | 142. Rhome |
| 42. Comanche | 93. Iowa Park | 143. Richardson |
| 43. Commerce | 94. Irving | 144. Richland |
| 44. Coolidge | 95. Justin | 145. Richland Hills |
| 45. Coppell | 96. Kaufman | 146. River Oaks |
| 46. Corinth | 97. Keene | 147. Roanoke |
| 47. Crandall | 98. Keller | 148. Robinson |
| 48. Cross Roads | 99. Kemp | 149. Rockwall |
| 49. Crowley | 100. Kennedale | 150. Roscoe |
| 50. Dalworthington Gardens | 101. Kerens | 151. Rowlett |
| 51. Denison | 102. Kerrville | 152. Royce City |

ACSC Master List of Members (185 Total)

- 153. Sachse
- 154. Saginaw
- 155. Sansom Park
- 156. Seagoville
- 157. Seymour
- 158. Sherman
- 159. Snyder
- 160. Southlake
- 161. Springtown
- 162. Stamford
- 163. Stephenville
- 164. Sulphur Springs
- 165. Sweetwater
- 166. Temple
- 167. Terrell
- 168. The Colony
- 169. Trophy Club
- 170. Tyler
- 171. University Park
- 172. Venus
- 173. Vernon
- 174. Waco
- 175. Watauga
- 176. Waxahachie
- 177. Westlake
- 178. Westover Hills
- 179. Westworth Village
- 180. Whitesboro
- 181. White Settlement
- 182. Wichita Falls
- 183. Wilmer
- 184. Woodway
- 185. Wylie

2023 ACSC Newsletter



2023 YEAR IN REVIEW ISSUE

This past year was a busy one for ACSC. This annual review highlights the significant events of 2023 that impacted ACSC and what's on the horizon next year.



Atmos 2023 Rate Case Round-Up

Atmos Pipeline-Texas will increase the amount it collects on its system for transporting gas by \$12 million annually — or by 1.66 percent — under a settlement agreement approved in December 2023 by state regulators.

This change to the company's "transportation revenue requirement" will affect home rates, albeit indirectly. The company's previous transportation revenue requirement was \$723 million annually. Under the settlement, it now goes to \$735 million. However, even with the increase, the company has accepted \$105 million less under the settlement than the \$839,982,742 it initially sought.

Various intervenors, including the Atmos Cities Steering Committee and other city representatives, reached a unanimous settlement with Atmos in the case during October 2023. The Railroad Commission approved the settlement on December 13 without discussion.

Background of the Case

- On May 19, 2023, Atmos Pipeline-Texas, a Division of Atmos Energy Corporation, filed paperwork at the Railroad Commission to change its rates. ACSC intervened in the rate case, engaged consultants, conducted discovery, and identified aspects of the Atmos request that it found unreasonable.
- The company's overall revenue requirement (which includes extraneous pass-through costs to third parties) will be \$841,924,105 under the settlement, which is \$109 less than the \$951.1 million the company originally sought.
- The adopted changes will result in a capacity charge of \$18.80038 per million British thermal units of MDQ (where MDQ is defined as the maximum daily quantity of gas over the pipeline system). This represents a \$.30614 increase over the current capacity charge of \$18.49424 — or an increase of 1.66 percent.
- The new capacity charge under the approved settlement agreement remains less than the \$21.25 initially requested by APT.
- The company will operate under an approved cost of equity of 11.45 percent under the approved settlement — as opposed to the company's initial request of 13.5 percent.
- This is the company's first full rate case since 2016. More information can be found on the Railroad Commission website, under Case No. 00013758.

OTHER 2023 RATE MATTERS

- On February 24, 2023, Atmos Energy filed for a GRIP rate adjustment for customers within the unincorporated areas of its Mid-Tex Division. Under the adjustment, the monthly customer charge would increase from \$34.29 per month to \$38.38 per month — an increase of \$5.09. More information can be found on the Railroad Commission website, at Case No. 00012759.
- On February 24, 2023, Atmos Energy filed for a GRIP adjustment for customers within the unincorporated areas of its West Texas Division. Under the adjustment, the customer charge would increase from \$27.99 per month to \$31.49 per month — an increase of \$3.50. More information can be found on the Railroad Commission website, at Case No. 00012760.
- On March 31, 2023 Atmos Energy filed for a rate increase for its Mid-Tex service areas under an interim ratemaking process known as the Rate Review Mechanism. In its filing, the company requested a rate increase of \$165.9 million on a system-wide basis. This was reduced to \$156.1 million due to limitations in the RRM tariff. After ACSC consultants prepared a report detailing various adjustments, the company agreed to settle the case for \$142 million. This amounts to a \$23.9 million reduction from the company's initial request. It includes payment of an additional \$19.5 million for the securitization regulatory assert expenses related to Winter Storm Uri. For residential customers, the agreement will result in a 70-cent increase in the customer charge, from \$21.55 per month to \$22.25. The settlement was approved by all parties in September, and the rates went into effect in October.
- On March 31, 2023, Atmos Energy filed for a rate increase for its West Texas service areas under the Rate Review Mechanism process. In its filing, the company requested a \$12.1 million increase for WTX Cities. This was reduced to \$11.4 million due to limitations in the RRM tariff. After ACSC consultants prepared a report detailing various adjustments, the company agreed to settle the case for \$8.4 million. This amounts to a reduction of \$3.7 million to the company's initial request. It includes \$2.7 million for the securitization regulatory assert expenses related to Winter Storm Uri. Under the settlement, the customer charge will increase by .70 cents per month from \$18.27 to \$18.97. The settlement was approved by all parties in September, and the rates went into effect in October.

About GRIP and RRM Like the separate Gas Reliability Infrastructure process, the RRM process allows for annual rate increases to reflect capital investments by the utility over the preceding 12 months. Various cities and city coalitions have objected to GRIP as piecemeal ratemaking because GRIP does not allow for an evaluation of rising revenues or declining expenses that may offset the need for rate increases. Additionally, under the GRIP process, cities cannot challenge any portion of the rate filing as unreasonable.

For those reasons the Atmos Cities Steering Committee negotiated the Rate Review Mechanism with Atmos as a substitute for GRIP. The RRM has no existence in statute, but rather exists only pursuant to city ordinances. Environs (areas outside municipal limits) are subject to GRIP, and some non-ACSC member cities have chosen to remain under GRIP.

Atmos Customers Face 16 Years of Winter Storm Charges

Texas gas utility customers can expect to pay at least \$4 more each month for the next 16 years because of a few days of high-cost gas, according to bond financing information released in 2023.

The natural gas was consumed during Winter Storm Uri in 2021 and reached prices as high as \$100 per million British thermal units — or more than 33 times higher than average. Utility customers needed the gas to heat their homes during the crisis and rather than engaging in their

customary practice of charging customers promptly for it, utilities instead deferred the costs for later recovery through a bond-financing arrangement.

In 2021 adopted House Bill 1520 that authorized the bond financing arrangement, which is known as securitization. In October 2023, the Texas Railroad Commission issued a press release providing more details of the resulting charges. According to the agency, securitization charges of \$1.10 per thousand cubic feet (mcf) for

residential customers began going onto bills of nine participating utilities.

The billing charges may be adjusted periodically as financial conditions warrant. For a typical residential utility consuming using 3.9 mcf of gas each month, the "Customer Rate Relief Charge" will add \$4.29 to bills.

Participating Utilities

Under the bond financing arrangement, Atmos Energy has securitized approximately \$2 billion in fuel costs, CenterPoint approximately \$1.1 billion and Texas Gas Service about \$197.3 million. Other utilities to receive recovery through securitized debt include Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; Rockin' M Gas; SiEnergy, LP; Summit Utilities Arkansas; Texas Gas Service Company, a Division of ONE Gas, Inc. (excluding the West Texas Service Area); and Universal Natural Gas, LLC.

Under a settlement with Atmos Cities Steering Committee and others, Atmos agreed to reduce its recovery by more than \$9 million. Similarly, CenterPoint agreed to reduce its recovery by \$39.7 million under a settlement with a separate city group.

By law, gas distribution utilities such as Atmos, CenterPoint and TGS cannot profit from the sale of the gas commodity, but instead pass those costs directly to end users without markups. However, some gas suppliers made massive profits from the price surge, according to reports.

More information about the Texas Natural Gas Securitization Finance Corporation at their website, can be found [here](#). The Texas Railroad Commission also has released information about the gas charges, that can be found [here](#).

Railroad Commission Penalizes Atmos for Service Quality

On February 7, 2023, the Texas Railroad Commission closed its investigation into Atmos Energy service disruptions during a cold weather event that occurred in late December of 2022.

In its investigation, the agency's Oversight and Safety Division ("OCD") determined that the gas utility's extensive, localized service interruptions from December 22 through December 26 constituted violations of the Railroad Commission's Quality of Service rules. Atmos' cold weather contingency planning fell short, and the utility lacked sufficient staffing at its call centers to adequately respond to customer concerns, according to OCD.

The Railroad Commission referred the alleged rule violations to the Enforcement Section of its Office of General Counsel, according to filings at the agency.

The Texas Railroad Commission began examining Atmos after more than 2,300 customers lost service or had their service curtailed during the winter storm late last year. Both Gov. Greg Abbott and local city officials complained about what they described as the company's lack of planning before the event and called for the inquiry.

In a January 13 filing with the agency, Atmos Energy said the service interruptions were not due to an inability to obtain natural gas supplies — as occurred during Winter Storm Uri in 2021 — but "primarily due to instances of capacity constraints where demand exceeded our contingency plans in localized areas." The company highlighted its emergency planning efforts, but noted that "going forward, we recognize the need to have even more robust contingency planning and to enhance our redundant capabilities."

More about the Railroad Commission inquiry can be found on the agency's website, under Case No. 00012215.

ACSC Welcomes New Member

In 2023, the Atmos Cities Steering Committee welcomed New Fairview, a city of 14,000 residents in Wise County, as its newest member. Located along US 81/SH 287 and FM 407 in the DFW Metroplex, the city is nearly 16 square miles in size — which makes it the largest in Wise County by land area. New Fairview joined ACSC in May, 2023.

Growing from a settlement called Illinois Community, the city was called Fairview until 1999, when it changed its name to distinguish it from several other "Fairviews" in Texas. To maintain a quieter, more rural atmosphere, residential lots are legally limited to a minimum size of 1 acre. Welcome New Fairview!

Atmos Billing Errors

Some Atmos customers received unwelcomed surprises in their natural gas bills during the summer of 2023 — unexpected past due amounts.

The charges, however, were in error. Atmos, in comments to its local NBC affiliate, acknowledged that it delivered erroneous bills in July to some of its customers, and that in some cases the mistakes were substantial. For instance, one Atmos customer reported to the media that he received a bill incorrectly showing a \$2,000 past-due amount, when he owed only \$45.

Atmos said that fewer than 3 percent of its outgoing bills were in error. However — given that Atmos serves more than 2 million customers statewide — that means that tens of thousands of people may have been affected.

Atmos says that after becoming aware of the errors it began notifying customers via email, when possible. The company also told the NBC affiliate in Dallas that corrected bills are being sent out, and that customers will not be charged late fees because of the errors.

88th Texas Legislature Recap: Gas Legislation

Approximately 300 bills relating to electric and gas utilities, their customers and energy markets were filed during the 88th Texas Legislature, which adjourned *sine die* on May 29, 2023. However, most bills pertained to electric issues — as opposed to gas issues — and only about 40 of them overall made it to the finish line. An even fewer number of gas-related bills won passage.

Below is a final status summary of several bills of significance relating to gas utility issues.

- **PASSED:** **HB 2263**, by Rep. Drew Darby, relating to the authority of a natural gas local distribution company to offer energy conservation programs,” adds a new subsection to the Gas Utility Regulatory Act that would allow retail gas distribution systems to create energy conservation programs while also creating rules for rate recovery outside a typical ratemaking proceeding. The legislation passed out of both chambers and was sent to the governor on May 30. Sen. Bryan

Hughes authored the Senate companion, **SB 1050**.

- **FAILED:** **House Bill 2128**, by Rep. Ernest Bailes, is intended to limit price gouging on natural gas sales during declared disasters. This is another bill that arose from legislative concerns over high natural gas prices charged by suppliers during Winter Storm Uri. The House Business and Industry Committee conducted a hearing on HB 2128 on April 17, but the legislation proceeded no further.
- **FAILED:** **House Bill 2262**, by Rep. Drew Darby, “relating to gas utility alternative gas expenses and infrastructure investments,” would have allowed gas utilities to include “alternative gas” in their portfolios and recover the costs of purchasing it. HB 2262 also provides for a presumption that alternative gas costs included in rates are prudent, reasonable, and necessary. The bill defines “alternative gas” as fuel with a lower carbon content than natural gas. HB 2262 made it through most of the legislative process before dying in the Senate. The Senate companion, SB



1049 by Sen. Bryan Hughes, never received a hearing.

- **FAILED: SB 1701 and HB 4788**, by Sen. Nathan Johnson and Rep. Rafael Anchia respectively, would have mandated changing the agency name of the Railroad Commission of Texas. Neither bill received any traction during the 88th Texas Legislature.
- **FAILED: SB 1291, Sen. King**, “relating to the reimbursement of a municipality's expenses in a ratemaking proceeding for electric or gas utilities.” This legislation would have restricted

city participation in electric and gas utility rate-making by restricting municipal reimbursement in such matters. It was referred to the Senate Business and Commerce committee in early March but proceeded no further.

- **FAILED: SB 1501 and HB 4099**, by Sen. Joan Huffman and Rep. Greg Bonnen respectively, would have allocated tax dollars to pay off securitization borrowing costs assessed by gas utilities to pay for fuel charges from Winter Storm Uri. A similar provision in a supplemental budget bill, **Senate Bill 30**, also failed to win approval.

Railroad Commission Agency Recap 2023

Texas Railroad Commission Considers Rules Pertaining to Energy Conservation Programs

On September 19, 2023, staff at the Texas Railroad Commission proposed new rules to implement House Bill 2263, legislation from the 2021 session pertaining to the creation of energy conservation programs by gas utilities.

The rules, if given final approval, would modify 16 Texas Administrative Code §7.480, relating to Energy Conservation Programs. **The Atmos Cities Steering Committee is participating in this rulemaking matter.**

The proposed changes include the following:

- A proposed new subsection (a) that states the Railroad Commission has exclusive original jurisdiction over energy conservation programs implemented by gas distribution utilities, and that political subdivisions shall not limit, restrict, or otherwise prevent an eligible customer from participating in such programs based on the type or source of energy delivered through it.
- A proposed new subsection (c) that lists the general requirements for a gas utility to recover the costs it incurs for the implementation of an Energy Conservation Program. A gas distribution utility must apply for each service area in which it seeks to implement an Energy Conservation Program to recover those costs.
- A proposed subsection (d)(1) that lists the items to be included in initial applications and a proposed subsection (d)(2) that lists the items to be included in subsequent applications, and that details timing requirements for subsequent applications.
- A proposed new subsection (f) that describes what the Energy Conservation Program portfolio must accomplish, including that it be designed to overcome barriers to the adoption of energy-efficient equipment, technologies, and processes, and to change customer behavior as necessary. The portfolio may also include measures such as direct financial incentives, technical assistance, discounts or rebates, and weatherization for low-income customers.
- A proposed new subsection (j) requires gas utilities to file an annual Energy Conservation Program report each year such a portfolio is implemented. The report shall be filed no later than 45 days following the end of the utility's program year.

The Commission accepted comments on the rulemaking through late October and is expected to issue final approval in February or March 2024.

The status of Commission rulemakings in progress is available at www.rrc.texas.gov/general-counsel/rules/proposed-rules.

Railroad Commission Sets Emergency Disconnection Fines

On November 15, 2023, the Texas Railroad Commission adopted new rules pertaining to improper gas utility service disconnections during extreme weather emergencies.

The new rules, which correspond to provisions of Senate Bill 3 adopted in 2021 after Winter Storm Uri, include a classification system for fines that can be assessed for improper disconnections, as well as new prohibitions against demanding full payment of utility bills during weather emergencies.

The rules modify 16 Texas Administrative Code §7.460. Among the highlights:

- The new rules contemplate four categories of disconnection violations — Class A, Class B, Class C and Class D — with fines ranging from \$3,000

to more than \$5,000 per violation.

- Under the new classification matrix for fines, a utility that improperly disconnects a customer for 24 hours or more during a weather emergency and with temperatures lower than 10 degrees would be subject to a Class B violation fine of \$5,000. If the same company had a history of repeated violations, then it would become a Class A violation of more than \$5,000.
- Under the new rules, any demand by a utility for full payment of a bill during a weather emergency could increase the severity of fines. Any good faith effort to remedy a violation could decrease the severity of fines.

The new rules can be found online, [here](#).

Railroad Commission Conducts more than 7000 Weatherization Inspections

In November 2023, the Texas Railroad Commission reported that it conducted more than 7,200 weatherization inspections of critical natural gas infrastructure during the winter and summer seasons.

It also reported that the inspection process began again on December 1, 2024 when operators faced a deadline to submit attestations summarizing what weatherization methods they utilized at their facilities. The agency says that RRC inspections by its Infrastructure Division will begin again right after that deadline.

“The RRC has been in contact with operators as we get ready for the next winter inspection season,” the agency reported in November. Agency officials said it had conducted two webinars in November to walk operators through reporting requirements and the inspection process.

As per Senate Bill 3, adopted in 2021, the Railroad Commission implemented weatherization and critical designation rules that includes an inspection process of critical facilities.

2024 ACSC Meetings

March 5

June 6 - Virtual

September 12

December 12 – Virtual

2024 Officers

Chair—Jennifer Richie (Waco)

Vice Chair—Meg Jakubik (Bedford)

Secretary—Lupe Orozco (Keller)

Treasurer—David Johnson (Arlington)

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Jamie Mauldin
(512) 322-5890
jmauldin@lglawfirm.com



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

SUBJECT: Update regarding City's discussions with Headwater Groundwater Conservation District.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: April 1, 2024

SUBMITTED BY: Stuart Barron, Director of Public Works

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:

Update City Council on the proposal to Headwater Groundwater Conservation District. The February 22, 2024, proposal offered three main objectives:

1. If the City uses more than 50% groundwater to meet customer's demands, for potable water over thirty (30) consecutive calendar days period, the City will immediately match or exceed the then current drought stage implemented by Headwaters.
2. Official notices: When the City and or Headwaters issues a change in drought stage the noticing agency will include the other agency's drought stage within the notice. This will be done to minimize confusion as to what drought stage a property may be located.
3. The City also offered to strengthen our ordinance against drilling new water wells in the City. This would minimize the possibility of aquifer cross contamination or comingling of the aquifers. The changes will also reduce the chance of the groundwater being permitted to two permittees.

RECOMMENDED ACTION:

Informational Item.



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

SUBJECT: Memorandum of Understanding with Guadalupe River Center, Inc.

AGENDA DATE OF: April 9, 2024 **DATE SUBMITTED:** April 1, 2024

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? Yes

Key Priority Area E - Economic Development

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute agreement.

ATTACHMENTS:

[20240409_MOU_GRC_032124 DRAFT.pdf](#)

CITY OF KERRVILLE, TEXAS

**MEMORANDUM OF UNDERSTANDING WITH
UPPER GUADALUPE RIVER CENTER, INC.**

WHEREAS, The City of Kerrville (“City”) recognizes the importance of its location on the Guadalupe River and the resulting rich cultural heritage and breathtaking beauty; and

WHEREAS, in 1980, the Upper Guadalupe River Authority built a dam across the river to create a reservoir within the City limits now known as Nimitz Lake; and

WHEREAS, historically, Nimitz Lake has been underutilized due to lack of public access; and

WHEREAS, in 2018 Kerrville adopted its Comprehensive Plan “Kerrville 2050” that included the following goals:

- Enhance the aesthetics and mitigate the ecological impacts of development on the Guadalupe River corridor while preserving scenic views and the natural beauty of the area.
- Identify, educate, and promote the use of natural and native flora and fauna on private and public spaces.
- Preserve and protect the natural riparian buffer (natural vegetation surrounding river) and ensure that development prioritizes environmental responsibility and a respect for natural areas.
- Focus on enhancing/investing in existing parks, their purpose or repurpose, and improving accessibility.
- Promote and market the Guadalupe River for recreational facilities, family outings, athletics and active living.
- Provide recreational opportunities for people of all ages and abilities, both residents and tourists; and

WHEREAS, in 2019, MacDonald Companies, Inc. donated 1.5 acres of riverfront property on Nimitz Lake to the City for use as a public park, now known as Granger MacDonald Park; and

WHEREAS, in 2022 the City’s Parks & Recreation Department developed its 10-Year Master Plan that repeated the above guiding principles from Kerrville 2050; and

WHEREAS, in 2022 a group of local community and business leaders formed Upper Guadalupe River Center, Inc. (the “UGRC”), a 501(c)(3) non-profit corporation, to fund, develop, and operate a community gathering place on Nimitz Lake for water sports and other recreational

activities, as well as civic and educational purposes, using, in part, the City's Granger MacDonald Park (the "Project"); and

WHEREAS, it is UGRC's intent to fund, develop, and operate the Project primarily in reliance on private funding and grants; and

WHEREAS, in November 2023 the City, together with the Kerrville Economic Improvement Corporation, approved a Quality of Life Sales Tax Bond that included \$2.2 million earmarked for improvements to Granger MacDonald Park; and

WHEREAS, the City and the UGRC are committed to working together to support the Project and the improvements to Granger MacDonald Park consistent with the guiding principles contained in the *Kerrville 2050* and the Parks & Recreation 10-Year Master Plan; and

WHEREAS, by entering into this Memorandum of Understanding ("MOU"), the City Council and the UGRC are expressing their mutual intent with respect to Granger MacDonald Park and the Project as follows:

1. The Project, to include Granger MacDonald Park, will be developed in three phases.
2. Phase One – Granger MacDonald Park:
 - a. The City will utilize the \$2.2 million Sales Tax Bond proceeds and funds from available grants to design, develop, operate, and maintain improvements to the park to include the following elements:
 - (1) a boardwalk and floating piers to protect the riparian buffer and improve access to the river for water sport activities and pets;
 - (2) handicap accessible piers and related ramp and launch accessories;
 - (3) an oversized low-grade river access ramp to accommodate additional handicap access and personal watercraft launches;
 - (4) future extension of the river trail;
 - (5) landscaping designed to absorb, filter, and slow water runoff;
 - (6) permeable material for parking areas where feasible; and
 - (7) park benches, lockable bike racks, pet waste stations, and emergency 911 pole.
 - b. The UGRC will make its grant writer available to the City to assist with applications for available public and private grants.

- c. Once completed, the UGRC will proactively provide public recreational activities, family outings, athletics, and other active living activities in the park, in coordination with the City.

3. Phase Two – Boathouse Complex

- a. UGRC will utilize private donations and funds from available grants to design, develop, operate, and maintain improvements to Lot 8 of The Landing subdivision to include the following elements:
 - (1) a handicap accessible boathouse with restrooms, lockers, indoor and outdoor gathering spaces, patios, boat storage, and office space;
 - (2) landscaping designed to absorb, filter, and slow water runoff; and
 - (3) permeable material for parking areas where feasible.

- b. Once completed, UGRC will incorporate the Phase Two improvements into its ongoing efforts to provide public recreational activities in the area, notably in the form of sailboats, kayaks, paddle boats, and other watercraft.

3. Phase Three – Community & Event Center

- a. UGRC will utilize private donations and funds from available grants to design, develop, operate, and maintain a community event center on Lot 8 of The Landing subdivision to include the following elements:
 - (1) a multi-story building with large indoor and outdoor community gathering spaces, expandable education and event rooms, catering areas, and office space;
 - (2) landscaping designed to absorb, filter, and slow water runoff; and
 - (3) permeable material for parking areas where feasible.

4. Miscellaneous

- a. The parties will work together at all times and in good faith, which includes maintaining communications as to any activity that may impact this MOU. The parties will form one or more small working groups to efficiently and expeditiously accomplish the above activities.
- b. The UGRC shall remain in good standing with the State of Texas as to its corporate existence during the pendency of the actions contemplated here. Should this status change or end, UGRC shall immediately notify the City.

- c. The parties anticipate that two or more of the project phases may occur concurrently.
- d. The parties will discuss a possible Park Operation and Maintenance Agreement for the future operation and maintenance of the improvements described above, which will be the responsibility of nonprofit organization.
- e. The parties to this MOU recognize, acknowledge, and agree that the scope, goals, and plans provided here are subject to change, delay, and formalized agreement(s) between the parties and/or others, to include additional approvals by City Council.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:

Michael C. Hayes
City Attorney

ATTEST:

Shelley McElhannon
City Secretary



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

SUBJECT: Appointment of member(s) to the Main Street Advisory Board.

AGENDA DATE OF: April 9, 2024

DATE SUBMITTED: April 1, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

| Expenditure Required: | Remaining Budget Balance in Account: | Amount Budgeted: | Account Number: |
|------------------------------|---|-------------------------|------------------------|
| \$0 | \$0 | \$0 | N/A |

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area C - Community / Neighborhood Character and Place Making

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

A vacancy has occurred in the Main Street Advisory Board due to a resignation.

Five applications remain on file in the City Secretary Office: George Eychner, Brian Hardin, Maggie Megee, Jimmy Mullins, and Delayne Sigerman.

Council interview team: Mayor Eychner and Councilmember Garcia.

Staff Liaison: Megan Folkerts.

RECOMMENDED ACTION:

Appoint member(s).