

THE STATE OF TEXAS  
CITY OF RIO HONDO  
COUNTY OF CAMERON

Rick Tello, Commissioner Place 1  
Margaret Perez, Mayor Pro-Tem  
Joseph Lopez, Commissioner Place 5

Esteban Bocanegra, Place 2  
Olga Gallegos, Commissioner Place 4

Gustavo Olivares  
Mayor

**Notice of a Regular Meeting of the  
City Commission of the City of Rio Hondo  
May 24, 2022**

Revised 5.09 pm

Pursuant to Chapter 551, Tittle 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the governing body of the City of Rio Hondo, Texas will convene for a **Regular Meeting at 6:30 p.m. on Tuesday May 24, 2022**, at the **City Commission Chambers** on the Second Floor of the Rio Hondo Municipal Building located at 121 N. Arroyo Blvd., Rio Hondo, Texas 78583.

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**PLEDGE OF ALLEGIANCE**

**UNITED STATES PLEDGE**

**INVOCATION:**

**Regular Agenda:**

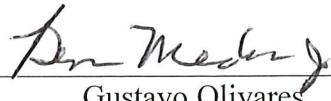
1. Mayor's and Commissioner's Report
2. Administrator's Report, Senior Center Report, Library Report, Public Works Report, Police Report
3. **Public Comment Period: *Please Note- The Public Comment Period is designated for hearing concerns regarding City of Rio Hondo Public Policy or City of Rio Hondo business that is or is not on the agenda or items listed on the agenda.***
4. Presentation by City Attorney regarding Commissioners and Staff Reports. (Robert Drinkard. Attorney).
5. Discussion on Capital Grants, Status of Funds, Capital Purchases, and the 2022-2023 Budget Timeline. (Ben Medina, Lucy Garza)
6. Audience with Texas Gas Service (Naomi Perales)
7. Public Hearing on Ordinance 2022-04 granting to One Gas, Inc, acting by an through its Texas Gas Service Company Division and its successors and assigns, for a period of twenty-five years (25) from approval and acceptance of this ordinance, a non-exclusive franchise and right to enter the

public ways to install, operate, and maintain a distribution system within, along, across over and under the public ways of the City of Rio Hondo, Texas for the transportation, distribution and /or sale of gas to customers and the public generally in the city; (Ben Medina, Robert Drinkard)

8. Consideration and Action on Ordinance 2022-04 granting to One Gas, Inc, acting by and through its Texas Gas Service Company Division, a non-exclusive franchise and right to enter the public ways to install, operate, and maintain a distribution system within, along, across over and under the public ways of the City of Rio Hondo, Texas. (Ben Medina, Robert Drinkard)
9. Final Public Hearing on an Ordinance 2022-02 of the City Commission of the City of Rio Hondo, Texas providing for the requirements for Alarm System registration, providing for the suspension of alarm registration in certain circumstances, providing for the duties of alarm companies, providing for a penalty or fine for each offense, providing and providing for an effective date. (Ben Medina, William Bilokury)
10. Consideration and Action on Ordinance 2022-02 of the City Commission of the City of Rio Hondo, Texas providing for the requirements for Alarm System registration, providing for the suspension of alarm registration in certain circumstances, providing for the duties of alarm companies, providing for a penalty or fine for each offense, providing and providing for an effective date. (Ben Medina, William Bilokury)
11. Consideration and Action on Resolution 2022-05 selecting Guzman and Munoz Engineering Firm to complete engineering services for the 2019 Floods & Tropical Storm Imelda funding administered by the Texas Land Office. ( Ben Medina)
12. Consideration and Action on Resolution 2022-06 selecting Guzman and Munoz Engineering Firm to complete engineering services for the 2018 Floods funding administered by the Texas Land Office. (Ben Medina)
13. Executive Session: **Item (A)** Section 551.071 and Section 551.072 and Section 551.086 regarding lots 3-4 Block 22 of the Rio Hondo Original Townsite. **Item (B)** Section 551.071 and Section 551.072 and Section 551.086 regarding purchase of the Lots 1 and 2 of the Original Townsite. **Item (C)** Section 551.071 and Section 551.072 and Section 551.086 regarding land joint economic development project with the Port of Harlingen.
14. Consideration Action on items discussed in Executive Session.
15. Adjournment

Note: The City Commission for the City of Rio Hondo reserves the right to adjourn into executive session at any time during this meeting to discuss any matters, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

*Note: The Meeting is accessible to Americans with Disabilities. Persons with disabilities who plan to attend this meeting and who may need assistance, please call the City Secretary at (956) 748-2102, with at least twenty-four hours prior to the meeting.*

  
\_\_\_\_\_  
Gustavo Olivares  
Mayor of the City of Rio Hondo

POSTED

I, City Secretary for the City of Rio Hondo, do hereby certify that this Notice of Meeting is a true and correct record and was posted in the bulletin board outside City Hall, and the bulletin board in the City Hall lobby, at 121 N. Arroyo Blvd, Rio Hondo, Texas 78583 and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

DATE:                      TIME:

5/20/2022                      2:00 p.m.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING TO ONE GAS, INC., ACTING BY AND THROUGH ITS TEXAS GAS SERVICE COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, ~~FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM APPROVAL AND ACCEPTANCE OF THIS ORDINANCE,~~ A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF RIO HONDO, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING THAT THE CITY MAY ENACT AN ORDINANCE CHARGING PERSONS TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF RIO HONDO; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

Commented [HSG1]: TGS - 25 year term

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF RIO HONDO, TEXAS:

SECTION 1. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "City" means the City of Rio Hondo, in Cameron County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".
- B. "City Administrator" means the City Administrator of the City or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.
- C. "City Commission" means the City Commission of the City as the governing body of the City.
- D. "City Engineer" means the City Engineer of the City or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.
- E. "City Secretary" means the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.

- F. "Customer" means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- G. "Franchise Fee" or "Franchise Fees" shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- H. "Gas Sales" means the sale of natural gas to Grantee's Customers located within the corporate limits of the City by use of the System.
- I. "Gas Transportation" means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- J. "Grantee" shall mean ONE Gas, Inc., an Oklahoma corporation acting by and through its Texas Gas Service Company division, and its successors and assigns.
- K. "Gross Receipts from Gas Sales" shall constitute and include Grantee's total receipts from the sale, distribution or transportation of gas to Grantee's Customers. Grantee's Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
  - [2] receipts from gas consumed or transported by Grantee for its own use;
  - [3] bad debt or uncollected accounts;
  - [4] receipts collected for gas utility taxes;
  - [5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;
  - [6] receipts for construction advances or contributions in aid of construction;
  - [7] receipts for maintenance of appliances, machinery or equipment;
  - [8] receipts for compensation for damage to Grantee's property;
  - [9] receipts from sales of materials, appliances or equipment, and
  - [10] receipts from any non-regulated utility or non-regulated services or products.

L. "Gross Receipts from Gas Transportation" shall constitute and include Grantee's total receipts from its transportation of Transport Gas, consisting of receipts from cost of service. Grantee's Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:

- [1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;
- [2] receipts from gas transported by Grantee for its own use;
- [3] bad debt or uncollected accounts;
- [4] receipts collected for gas utility taxes;
- [5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;
- [6] receipts for construction advances or contributions in aid of construction;
- [7] receipts for maintenance of appliances, machinery or equipment;
- [8] receipts for compensation for damage to Grantee's property; and
- [9] receipts from any non-regulated utility or non-regulated services or products.

M. "Permit" means the authorization to Grantee:

- [1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,
- [2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and
- [3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.

N. "Public Ways" means the present and future streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, parks, easements, highways, and any other public place within the municipal corporate limits of the City, whether dedicated or not.

O. "System" means Grantee's system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling,

storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, parks, easements, highways, and any other public place within the municipal corporate limits of the City.

- P. "Transport Gas" means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee's System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee's System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.
- Q. "Utility Regulated Service Charges" shall consist of charges for services (but not for natural gas sales or transportation services) that:

[1] Grantee provides to its Customers located within the corporate limits of the City and

[2] which are or may, from time to time, become subject to the rate regulation of the applicable regulatory authority.

Such Utility Regulated Service Charges shall not include receipts by Grantee from its Customers in the City, if applicable, for appliance sales, appliance light-ups, maintenance of Customer equipment or facilities and any other receipts that are not legally subject to the rate regulation of the applicable regulatory authority.

## SECTION 2. GRANT OF NON-EXCLUSIVE FRANCHISE

- A. The Grantor hereby grants to Grantee for ~~the an initial term of twenty-five (25) ten (10)~~ years from the passage and approval of this Ordinance and the filing of a written acceptance by the Grantee, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee's System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance. The Franchise may be renewed under the same terms and conditions for up to two (2) additional five year terms, upon the mutual agreement of Grantor and Grantee and upon the adoption of an ordinance by Grantor prior to the expiration of the initial or any renewal term, as applicable.
- B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee consistent with and to the extent allowed by Texas law.

Commented [HSG2]: 25 year term

- C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended.

SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE

Grantee is expressly given the power and privilege to sell, lease or assign the franchise granted hereby, or any part of this franchise, to any person, entity or corporation upon approval by the City governing body, the approval of which shall not be unreasonably withheld.

SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS

A. Grantee's System shall be erected, placed, and laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, least interfere with other public uses of the Public Ways. This Ordinance shall constitute the Permit to perform all work on existing Grantee facilities or the System within the Public Ways or rights of way.

- B. Grantee's business operations shall be subject to its ability, by use of due diligence and normal business methods, to obtain and place in service the necessary materials and facilities. Moreover, Grantee shall be excused from failure or delay in performing such obligations if and to the extent occasioned by an act of nature or "act of God," fire, explosion, flood, act of a public enemy, contagion or contamination hazardous to human life or health, legal restraints, labor difficulties, material shortages, interruption or deficiency of gas supply not attributable to default of Grantee or, without limitation, any other cause or combination of causes not reasonably within Grantee's ability to anticipate or control. The Company shall notify the City promptly and in no case less than thirty days of its intent to utilize this provision of this Ordinance.

C.

D. Except in the case of an emergency, within the City's full purpose jurisdiction, when Grantee desires to lay any new mains hereunder, and before commencing its new construction work on mains, it shall submit to the City Engineer, or other proper City authority, a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new mains and pipes. The City Engineer, or other proper authority and consistent with City ordinances and regulations, shall by written notice, either issue or deny the Permit to Grantee. Permits shall be granted in accordance with City ordinances and regulations governing the same for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee as shown on the plan. In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Administrator, and if not approved within ten (10) calendar days by the City Administrator, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within a reasonable time, the appeal will be deemed to be denied unless agreed otherwise in writing by Grantee and the City. Grantee may appeal any decision made by the City Council regarding the permit to a



court of competent jurisdiction with venue in Cameron County Texas. The City does not waive any defenses or immunities with respect to any claims or causes of action by Grantee should it appeal the permit decision to a court of competent jurisdiction. in accordance with City ordinances and regulations.

This Subsection 4 (B) shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City's full purpose jurisdiction.

- E. It shall not be necessary for Grantee to secure a Permit for the laying of service pipes from the mainline pipes of Grantee to its Customers.
- F. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the Grantor's reasonable standards and specifications.

#### SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

#### SECTION 6. DEPTH OF PIPELINES

After the operative date of this franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules and regulations establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

#### SECTION 7. DUTY TO MOVE OR ALTER LINES

- A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by Grantor or its agents' or contractors' negligence.
- B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement. Grantee will provide the Grantor its appropriate cost and expense documentation prior to the filing of the application.

C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.

D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, the Grantee shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

#### SECTION 8. INDEMNIFICATION

Grantee shall indemnify, save and hold City harmless from and against any and all claims for damages for which the City shall or might become liable to the extent caused by any negligent act or omission of Grantee, its agents or contractors in the construction and operation of the System; provided, however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims. The indemnity provided for in this paragraph shall not apply to any liability resulting from the acts, omissions, or negligence of the City, its employees, agents or contractors.

#### SECTION 9. GRANTEE'S RULES AND REGULATIONS

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, its tariffs filed with the City, and as provided herein.

#### SECTION 10. INSPECTION OF RECORDS

Grantee shall permit Grantor or its agents to inspect, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section or conflict with Texas law. Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and

Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice.

#### SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- (1) Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to four percent (4%) of the Gross Receipts received by Grantee, per billing period, from the transportation, distribution, and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City; Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located in the City; plus, Gross Receipts from Utility Regulated Service Charges. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
- (2) Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the effective date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City in January and July for the preceding six months. Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gas Transportation in the City, and Utility Regulated Service Charges in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.

It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the Texas Tax Code Sections 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.

The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City. In the event any entity (other than Grantee) providing gas sales or gas transportation service

to Customers within the City is subject to a lesser franchise fee than is required to be collected and paid by Grantee in this Ordinance, then with respect to such gas sales or transportation service to those Customers, Grantee's Franchise Fee obligation on sales or transportation service to those Customers will be reduced to a rate equal to the franchise fee rate required to be paid by such other entity.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

#### SECTION 12. CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adopting and acceptance of this Ordinance.

#### SECTION 13. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

#### SECTION 14. EFFECTIVE DATE AND TERM

This Ordinance shall take effect and be in full force from and after its final passage and approval by the City Council and the acceptance hereof in writing by Grantee as herein provided. This Franchise Ordinance shall continue and remain in full force and effect for a period of twenty-five years from the effective date.

#### SECTION 15. ACCEPTANCE BY GRANTEE

Grantee shall have sixty days from the execution of this Ordinance within which to file in the office of the City Clerk its consent to and written acceptance of provisions and conditions of this Franchise Ordinance.

SECTION 16. REPEALER

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed.

SECTION 17. SEVERABILITY

The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

READ, PASSED, ADOPTED AND APPROVED by the City Commission of the City of Rio Hondo, Texas, this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
GUSTAVO OLIVARES  
Mayor

ATTEST:

\_\_\_\_\_  
[-----]  
City Secretary

APPROVED:

\_\_\_\_\_  
[-----]  
City Attorney

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this \_\_\_\_\_, 2022.

TEXAS GAS SERVICE COMPANY, a division of ONE Gas, Inc.

By: \_\_\_\_\_  
SHANTEL NORMAN  
Vice President-Operations, Texas Gas Service Company

## Item 7

## Item 9



## Ordinance 2022-02

**An Ordinance of the City Commission of the City of Rio Hondo, Texas providing for the requirements for Alarm System registration, providing for the suspension of alarm registration in certain circumstances, providing for the duties of alarm companies, providing for a penalty or fine for each offense, providing and providing for an effective date.**

### SECTION 1. PURPOSE

(A) The purpose of this Ordinance is to encourage Alarm Users and alarm companies to properly use and maintain the operational effectiveness of Alarm Systems in order to improve the reliability of Alarm Systems and reduce or eliminate False Alarms.

(B) This Ordinance governs Alarm Systems intended to summon law enforcement response, and requires registration, establishes fees, provide for penalties for violations, establishes a system of administration, and sets conditions for suspension of police response or revocation of registration.

### SECTION 2. DEFINITIONS

In this Ordinance the following terms and phrases shall have the following meanings; terms and phrases not defined herein shall be construed as in ordinary, common usage:

- (A) **Act of God** means an extraordinary interruption by natural causes (such as a flood, earthquake, or severe weather) of the usual course of events that experience, foresight, or care cannot reasonably foresee or prevent.
- (B) **Alarm Administrator** means a Person or Persons designated by the City of Rio Hondo to administer, control and review False Alarm reduction efforts and administer the provisions of this Ordinance.
- (C) **Alarm Installation Company** means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving, or installing an Alarm System in an Alarm Site. This definition shall also include individuals or firms that install and service the Alarm Systems that will be used in their private or proprietary facilities. This does not include persons doing installation or repair work where such work is performed without compensation of any kind (i.e., “do-it-yourselfers”).
- (D) **Alarm Dispatch Request** means a notification to a law enforcement agency that an alarm, either manual or automatic, has been activated at a particular Alarm Site.
- (E) **Alarm Permit or Registration** means authorization granted by the Alarm Administrator to an Alarm User to operate an Alarm System.
- (F) **Alarm Site** means a single fixed premises or location served by an Alarm System or Systems that are under the control of one owner or tenant. Each unit, if served by a separate Alarm System in a multi-unit building or complex, shall be considered a separate Alarm Site and is further defined by the following categories:
1. **Residential site** means a single-family residence and each residential unit of a multi-unit building or complex which is served by an Alarm System

2. **Commercial site** means every premises or location where any business activity is regularly conducted, and which is served by an Alarm System. Each unit of a business premises or business location, if served by a separate Alarm System in a multi-unit building or complex, shall be considered a separate commercial alarm system site.
3. **Educational site** means every premises or location of a public or private school or school administrative office
4. **Government site** means every premises or location of any federal, state, county or municipal government office.

- (G) **Alarm System** means a *control panel, arming station(s)*, and a device, or series of devices, including, but not limited to, hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual or electronic signal indicating an alarm condition and *is* intended to summon law enforcement response, including Local Alarm Systems. Alarm System does not include an alarm installed in a vehicle or on someone's Person unless the vehicle or the personal alarm is permanently located at a site.
- (H) **Alarm User** means any Person, who (which) has contracted for Monitoring, repair, installation or maintenance service from an Alarm Installation Company or Monitoring Company for an Alarm System, or who (which) owns or operates an Alarm System which is not monitored, maintained or repaired under contract.
- (I) **Alarm User Awareness Class** means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.
- (J) **Arming Station** means a device that allows control of an Alarm System.
- (K) **Automatic Voice Dialer** means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio or other communication system, to a law enforcement, public safety or emergency services agency requesting dispatch.
- (L) **Cancellation** means the process where response is terminated when a Monitoring Company (designated by the Alarm User) for the Alarm Site notifies the responding law enforcement agency that there is not an existing situation at the Alarm Site requiring law enforcement agency response after an Alarm Dispatch Request.
- (M) **Conversion** means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing and/or Monitoring of a previously unmonitored Alarm System or an Alarm System previously serviced and/or monitored by another alarm company.
- (N) **Duress Alarm** means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires law enforcement response.
- (O) **False Alarm** means an Alarm Dispatch Request to a law enforcement agency, when a response is made by the law enforcement agency within thirty (30) minutes of the Alarm Dispatch Request and the responding law enforcement officer finds from an inspection of the interior and/or exterior of the Alarm Site no evidence of a criminal offense or attempted criminal offense.
- (P) **Holdup Alarm** means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress or immediately after it has occurred.

- (Q) **Law Enforcement Authority** means the Commissioner, Superintendent, Sheriff, Chief of Police, director or other authorized representative of a law enforcement agency.
- (R) **License** means a license issued by the Texas Department of Public Safety Private Security Bureau to an Alarm Installation Company and Monitoring Company to sell, install, monitor, repair, or replace Alarm Systems.
- (S) **Local Alarm System** means any Alarm System, which is not monitored, that annunciates an alarm only at the Alarm Site.
- (T) **Monitoring** means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the municipality for the purpose of summoning law enforcement to the Alarm Site.
- (U) **Monitoring Company** means a Person in the business of providing Monitoring services.
- (V) **One Plus Duress Alarm** means the manual activation of a silent alarm signal by entering at an Arming Station a code that adds one to the last digit of the normal arm/disarm code (e.g., normal code = 1234, One Plus Duress Code = 1235).
- (W) **Panic Alarm** means an audible Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring law enforcement response.
- (X) **Person** means an individual, corporation, partnership, association, organization or similar entity.
- (Y) **Responder** means an individual capable of reaching the Alarm Site within \_\_40\_\_ minutes and having access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.
- (Z) **SIA Control Panel Standard CP-01** means the ANSI – American National Standard Institute approved Security Industry Association – SIA CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce the incidence of false alarms. Control panels built and tested to this standard by Underwriters Laboratory (UL), or other nationally recognized testing organizations, will be marked to state: “Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction.”
- (AA) **Takeover** means the transaction or process by which an Alarm User takes over control of an existing Alarm System, which was previously controlled by another Alarm User.
- (BB) **Verify** means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site or Alarm User by telephone whether actual contact with a Person is made, to determine whether an alarm signal is valid before requesting law enforcement dispatch.
- (CC) **Zones** means division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

### **SECTION 3. REGISTRATION REQUIRED; APPLICATION; FEE; TRANSFERABILITY; FALSE STATEMENTS**

(A) No Alarm User shall operate, or cause to be operated, an Alarm System, which is intended to summon police response at its Alarm Site without a valid Alarm Permit. A separate Alarm Permit is required for each

Alarm Site. *An Alarm Permit is not valid if it has been denied or revoked, has not been renewed, or has expired.*

*(B) The Alarm Site must have a valid Alarm Permit for the police department to respond to the location unless the Alarm Dispatch Request is for a Duress Alarm, Holdup Alarm or a Panic Alarm.*

(C) No Alarm User shall allow a Monitoring Company to make an Alarm Dispatch Request to an Alarm Site that does not have a valid Alarm Permit.

(D) The fee for an Alarm Permit or an Alarm Permit renewal shall be determined from time to time by resolution of the city council or governing body, not to exceed \$50.00 for residential permits and \$100.00 for commercial permits. No refund of a registration or registration renewal fee will be made. The initial Alarm Permit fee must be submitted to the Alarm Administrator within five (5) days after the Alarm System installation or Alarm System Takeover and shall be paid by the Alarm User.

(E) Upon receipt of a completed Alarm Permit application form and the Alarm Permit fee, the Alarm Administrator shall register the applicant unless the applicant has:

- (1) Failed to pay a fine assessed under Section 7; or
- (2) Had an Alarm Permit for the Alarm Site suspended or revoked, and the violation causing the suspension or revocation has not been corrected.

(F) Each Alarm Permit application must include the following information

- (1) The name, complete address (including apt/suite number), and telephone numbers of the Person who will be the registration holder and be responsible for the proper maintenance and operation of the Alarm System and payment of fees assessed under this article;
- (2) The classification of the Alarm Site as either residential (includes apartment, condo, mobile home, etc.) or commercial;
- (3) For each Alarm System located at the Alarm Site, the classification of the Alarm System (i.e. burglary, Holdup, Duress, Panic Alarms or other) and for each classification whether such alarm is audible or silent;
- (4) Mailing address, if different from the address of the Alarm Site;
- (5) Any dangerous or special conditions present at the Alarm Site;
- (6) Names and telephone numbers of at least two individuals who are able and have agreed to: (a) receive notification of an Alarm System activation at any time; (b) respond to the Alarm Site within 40 minutes at any time; and (c) upon request can grant access to the Alarm Site and deactivate the Alarm System if necessary; l
- (7) Type of business conducted at a commercial Alarm Site;
- (8) Signed certification from the Alarm User stating the following:
  - (a) The date of installation, Conversion or Takeover of the Alarm System, whichever is applicable;

- (b) The name, address, and telephone number of the Alarm Installation Company or companies performing the Alarm System installation, Conversion or Takeover and of the Alarm Installation Company responsible for providing repair service to the Alarm System;
  - (c) The name, address, and telephone number of the Monitoring Company if different from the Alarm Installation Company;
  - (d) That a set of written operating instructions for the Alarm System, including written guidelines on how to avoid False Alarms, have been left with the applicant by the Alarm Installation Company; and
  - (e) That the Alarm Installation Company has trained the applicant in proper use of the Alarm System, including instructions on how to avoid False Alarms.
- (9) That law enforcement response may be influenced or prevented by factors including, but not limited to the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels, etc.

(G) Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Permit shall be sufficient cause for refusal to issue a registration.

(H) An Alarm Registration cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator of any change that alters any of the information listed on the Alarm Permit application within five (5) business days of such change.

(I) All fines and fees owed by an applicant must be paid before an Alarm Permit may be issued or renewed.

### **SECTION 3.1. ALARM REGISTRATION DURATION AND RENEWAL**

An Alarm Permit shall expire twelve (12) months from the date of issuance, and must be renewed annually by submitting an updated application and a registration renewal fee to the Alarm Administrator. The Alarm Administrator shall notify each Alarm User of the need to renew thirty (30) days prior to the expiration of the registration. It is the responsibility of the Alarm User to submit an application prior to the registration expiration date. Failure to renew will be classified as use of a non-registered Alarm System and may result in:

- (A) Non-response to Alarm Dispatch Requests;
- (B) The assessment of citations and penalties; and
- (C) A \$50.00 late fee may be assessed if the renewal is more than thirty (30) days late

### **SECTION 4. DUTIES OF THE ALARM USER**

(A) An Alarm User shall:

- (1) Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;
- (2) Make every reasonable effort to have a Responder to the Alarm System's location within 40 minutes when requested by the law enforcement agency in order to:

- (a) Deactivate an Alarm System;
  - (b) Provide access to the Alarm Site; and/or
  - (c) Provide alternative security for the Alarm Site.
- (3) Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was designed to report.
- (B) An Alarm User shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an Alarm Site will sound for no longer than ten (10) minutes after being activated.
- (C) An Alarm User shall not use Automatic Voice Dialers.
- (D) An Alarm User shall maintain at each Alarm Site, a set of written operating instructions for each Alarm System.
- (E) All Alarm Users shall agree with their Alarm Installation Company and/or Monitoring Company to go through an "acclimation period" for the first 10 days after installation of an Alarm System during which time the Alarm Installation Company and/or Monitoring Company will have no obligation to and will not respond to any Alarm Signal from the Alarm Site, excluding Panic, Duress, and Holdup signals and will not make an Alarm Dispatch Request to law enforcement, even if the Alarm Signal is the result of an actual alarm event. Individuals that have installed their own system as well as firms with proprietary systems shall comply with all of the requirements in this Section for Alarm Users.

## **SECTION 5. DUTIES OF ALARM INSTALLATION COMPANY AND MONITORING COMPANY** (Ref. Occupations Code 1702.286)

(A) Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

- (1) The applicable law relating to False Alarms, including the potential for penalties and revocation or suspension of an Alarm Permit;
- (2) How to prevent False Alarms;
- (3) How to operate the Alarm System; and
- (4) Ensure that all Alarm Users of Alarm Systems equipped with a Duress, Holdup or Panic Alarm are given adequate training as to the proper use of the Duress, Holdup or Panic Alarm.

(B) The Alarm Installation Company shall notify the municipality in which the Alarm System is located of an installation or activation of an Alarm System not later than the 30th day after the date of the installation or activation. The Alarm Installation Company shall provide to the municipality:

- (1) The Alarm Installation Company name;
- (2) The Alarm Installation Company license number;
- (3) The name of the Alarm User at the Alarm Site;
- (4) The Alarm Site address; and

(5) The date of installation or activation.

(C) An Alarm Installation Company commits a Class C misdemeanor offense if the company violates (A) or (B) of this section.

(D) The duties imposed by this section on an Alarm Installation Company do not apply to the installation or activation of a personal emergency response system, as defined under Texas Occupation Code, Section 1702.331.

(E) Upon the effective date of this Ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring Companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms prior to enactment of this Ordinance. However, upon the effective date of this Ordinance, when a Takeover or Conversion occurs, an Alarm Installation Company must remove the One Plus Duress Alarm capability from such Alarm Systems.

(F) Upon the effective date of this Ordinance, Alarm Installation Companies shall not install a device to activate a Holdup Alarm, which is a single action, non-recessed button.

(G) An Alarm Installation Company may not install any Alarm System on or after January 1, 2007, that includes a detection device control panel unless the control panel is listed to meet at a minimum the ANSI/SIA CP-01- Control Panel Standard - Features for False Alarm Reduction. (Ref. Occupations Code 1702.287)

(H) An Alarm Installation or Monitoring Company shall not use Automatic Voice Dialers.

(I) The Monitoring Company shall not make an Alarm Dispatch Request of a law enforcement agency in response to a burglar alarm signal, excluding Panic, Duress and Holdup signals, during the first 10 days following an Alarm System installation. The Alarm Administrator may grant an Alarm User's request for an exemption from this waiting period based upon a determination that special circumstances substantiate the need for the exemption

(J) A Monitoring Company shall:

- (1) Verify every alarm signal, except Duress or Holdup Alarm activation before requesting a law enforcement response to an Alarm System signal. This will require a minimum of 2 calls being made to the premise or alternate phone number before an Alarm Dispatch Request is made.
- (2) Report alarm signals and dispatch request by using telephone numbers designated by the Alarm Administrator
- (3) Verify every alarm signal, except a Duress or Holdup Alarm activation before requesting a law enforcement response to an Alarm System signal. This will require a minimum of 2 calls being made to the premise or alternate phone number before an Alarm Dispatch Request is made.
- (4) Communicate Alarm Dispatch Requests to the municipality in a manner and form determined by the Alarm Administrator;
- (5) Communicate Cancellations to the municipality in a manner and form determined by the Alarm Administrator;

- (6) Communicate any available information (permit number, north, south, front, back, floor, etc.) about the location on all alarm signals related to the Alarm Dispatch Request;
- (7) Communicate type of alarm activation (silent or audible, interior or perimeter);
- (8) After an Alarm Dispatch Request, promptly advise the law enforcement agency if the Monitoring Company knows that the Alarm User or the Responder is on the way to the Alarm Site;
- (9) Attempt to contact the Alarm User or Responder within 24 hours via mail, fax, telephone or other electronic means when an Alarm Dispatch Request is made;
- (10) Upon the effective date of this Ordinance, Monitoring Companies must maintain for a period of at least one (1) year from the date of the Alarm Dispatch Request, records relating to Alarm Dispatch Requests. Records must include the name, address and telephone number of the Alarm User, the Alarm System Zone(s) activated, the time of Alarm Dispatch Request and evidence of an attempt to Verify. The Alarm Administrator may make a written request for copies of such records for individually named Alarm Users. If the request is made within sixty (60) days of an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days of receiving the request. If the records are requested between sixty (60) days to one (1) year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days of receiving the request; and



- (11) Upon the effective date of this Ordinance, Monitoring Companies must immediately provide the Law Enforcement Authority with the names and phone numbers of the Alarm User's emergency contacts, at the time of the Alarm Dispatch Request or within a reasonable amount of time after the Alarm Dispatch Request if the Law Enforcement Authority calls back to request the information.

(K) An Alarm Installation Company and/or Monitoring Company shall provide the Alarm Administrator with a complete list of active customers, annually, to assist the Alarm Administrator with creating and maintaining the law enforcement's tracking data. The customer information will be provided in a format the Alarm Company is capable of producing and will include the following:

- (1) Permit Number (where applicable)
- (2) Customer name
- (3) Alarm Site address
- (4) Installation or activation date
- (5) Alarm company License number

(L) An Alarm Installation Company and/or Monitoring Company that purchases Alarm System accounts from another entity shall notify the Alarm Administrator of such purchase and provide a complete list of the acquired customers, in a format the Alarm Company is capable of producing, that includes the following:

- (1) Permit Number (where applicable)
- (2) Customer name
- (3) Alarm Site address
- (4) Acquisition date
- (5) Alarm company License number

(M) Information provided to a governmental body under this section is confidential and may not be disclosed to the public except as required by law. (Ref. Occupations Code Sec.1702.284)

## **SECTION 5.1 LICENSE OR LICENSING**

All Alarm Installation Companies and Monitoring Companies shall maintain a License through the Texas Department of Public Safety Private Security Bureau. (Ref. Occupations Code Sec. 1702.102)

## **SECTION 6. DUTIES AND AUTHORITY OF THE ALARM ADMINISTRATOR**

(A) The Alarm Administrator shall:

- (1) Designate a manner, form and telephone numbers for the communication of Alarm Dispatch Requests; and
- (2) Establish a procedure to accept Cancellation of Alarm Dispatch Requests.

(B) The Alarm Administrator shall establish a procedure to record such information on Alarm Dispatch Requests necessary to permit the Alarm Administrator to maintain records, including, but not limited to, the information listed below.

- (1) Identification of the Alarm Permit number for the Alarm Site;
- (2) Identification of the Alarm Site;
- (3) Date and time Alarm Dispatch Request was received, including the name of the Monitoring Company and the Monitoring operator name or number;
- (4) Date and time of law enforcement officer arrival at the Alarm Site;
- (5) Zone and Zone description, if available;
- (6) Weather conditions;
- (7) Name of Alarm User's representative at Alarm Site, if any;
- (8) Identification of the responsible Alarm Installation Company or Monitoring Company;
- (9) Whether law enforcement officer was unable to locate the address of the Alarm Site; and
- (10) Cause of alarm signal, if known.

(C) The Alarm Administrator shall establish a procedure for the notification to the Alarm User of a False Alarm. The notice shall include the following information:

- (1) The date and time of law enforcement response to the False Alarm;
- (2) The identification number of the responding law enforcement officer; and
- (3) A statement urging the Alarm User to ensure that the Alarm System is properly operated, inspected, and serviced in order to avoid False Alarms and resulting fines.

(D) The Alarm Administrator may create and implement an Alarm User Awareness Class. The Alarm Administrator may request the assistance of Associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the problems created by False Alarms and teach Alarm Users how to avoid generating False Alarms.

(E) The Alarm Administrator may require an Alarm User to remove a Holdup Alarm that is a single action, non-recessed button, if a false Holdup Alarm has occurred.

(F) The Alarm Administrator will make a copy of this Ordinance and/or an Ordinance summary sheet available to the Alarm User.

## **SECTION 7. FINES**

(A) An Alarm User shall be subject to fines, depending on the number of False Alarms within the previous 12-month period based upon the following schedule: (Ref. Local Government Code 214.197)

<u># Of False Alarms</u>	<u>Fine</u>
1 – 3 false alarms	\$0
4 – 5 false alarms	\$ 50.00 each
6 – 7 false alarms	\$ 75.00 each
8 false alarms and above	\$100.00 each

(B) An Alarm User may be fined fifty (\$50.00) dollars for failure to provide a Responder when requested by Law Enforcement Authority.

(C) An Alarm User may have the option of completing an Alarm User Awareness Class in lieu of paying one prescribed fine.

(D) If Cancellation occurs prior to law enforcement arriving at the scene, this is not a False Alarm for the purpose of fines, and no fines will be assessed.

(E) If law enforcement takes longer than thirty (30) minutes to respond to the Alarm Dispatch Request, this is not a False Alarm for the purpose of fines, and no fines will be assessed. (Ref. Local Government Code 214.196)

(F) Notice of the right of appeal under this ordinance will be included with any fines.

## **SECTION 8. NOTIFICATION**

The Alarm Administrator shall notify the Alarm User in writing after each False Alarm. The notification shall include: the amount of the fine for the False Alarm, notice that the Alarm User can attend Alarm User Awareness Class to waive a fine, the fact that response will be suspended after the eighth (8<sup>th</sup>) False Alarm, excluding Duress, Holdup and Panic Alarms, and a description of the appeals procedure available to the Alarm User.

The Alarm Administrator will notify the Alarm User and the Alarm Installation Company or Monitoring Company in writing thirty (30) days before alarm response is to be suspended. Suspension of alarm response does not apply to Duress, Holdup and Panic Alarms. This notice of suspension will also include the amount of the fine for each False Alarm and a description of the appeals procedure available to the Alarm User and the Alarm Installation Company or Monitoring Company.

## **SECTION 9. SUSPENSION OF RESPONSE**

(A) The Alarm Administrator may suspend law enforcement response to an Alarm Site by revoking the Alarm Permit if it is determined that:

- (1) The Alarm User has had at a minimum, eight (8) or more False Alarms in the previous twelve (12) month period; (Ref. Local Government Code 214.195)
- (2) There is a statement of a material fact known to be false in the application for a registration;
- (3) The Alarm User has failed to make timely payment of a fine assessed under Section 7 or fee assessed under Section 3; or
- (4) The Alarm User has failed to submit a written certification from an Alarm Installation Company that complies with the requirements of this article, stating that the Alarm System has been

inspected and repaired (if necessary) and/or the Alarm Installation Company has conducted additional training.

(B) A Person commits an offense if he/she operates an Alarm System during the period in which the Alarm Permit is revoked and is subject to enforcement and penalties set in Sections 7 and 12.

(C) Unless there is separate indication that there is a crime in progress, the Law Enforcement Authority will refuse law enforcement response to an Alarm Dispatch Request at an Alarm Site for which the Alarm Permit is revoked.

(D) If the Alarm Permit is reinstated pursuant to Section 11, the Alarm Administrator may again suspend law enforcement response to the Alarm Site by again revoking the Alarm Permit if it is determined that eight (8) False Alarms have occurred within the previous twelve (12) months after the reinstatement date.

## **SECTION 10. APPEALS**

(A) If the Alarm Administrator assesses a fine or denies the issuance, renewal or reinstatement of an Alarm Permit, the Alarm Administrator shall send written notice of the action and a statement of the right to an appeal to the affected applicant or Alarm User and the Alarm Installation Company and/or Monitoring Company.

(B) The Alarm User, Alarm Installation Company or Monitoring Company may appeal an assessment of a fine or the revocation of an Alarm Permit to the Alarm Administrator by setting forth in writing the reasons for the appeal within fifteen (15) business days after receipt of the fine or notice of revocation.

(C) The Alarm User or the Alarm Installation Company or Monitoring Company may appeal the decision of the Alarm Administrator to the Law Enforcement Authority as follows:

- (1) The applicant, Alarm User, Alarm Installation Company or the Monitoring Company may file a written request for a review by paying an appeal fee of twenty-five (\$25) dollars and setting forth the reasons for the appeal within twenty (20) business days after the date of notification of the decision from the Alarm Administrator. Appeal fees will be returned to the appealing Alarm User, Alarm Installation Company or Monitoring Company if the appeal is upheld.
- (2) The Law Enforcement Authority shall conduct a formal hearing within thirty (30) days of the receipt of the request and consider the evidence by any interested Person(s). The Municipal Judge will be the Hearing Official. This Official will have authority to conduct such hearings. This person will make a decision based on the preponderance of evidence presented at the hearing. The Law Enforcement Authority must render a decision within fifteen (15) days after the date of the hearing either affirming or reversing the decision of the Hearing Official.

(D) Filing of a request for appeal shall stay the action by the Alarm Administrator revoking an Alarm Permit or requiring payment of a fine, until the Law Enforcement Authority has completed its review. If a request for appeal is not made within the twenty (20) business day period, the action of the Alarm Administrator is final.

(E) Alarm Administrator or Law Enforcement Authority may adjust the count of False Alarms based on:

- (1) Evidence that a False Alarm was caused by an Act of God;
- (2) Evidence that a False Alarm was caused by action of the telephone company;

- (3) Evidence that a False Alarm was caused by a power outage lasting longer than four (4) hours;
- (4) Evidence that the Alarm Dispatch Request was not a False Alarm;
- (5) Evidence that the law enforcement officer response was not completed in thirty (30) minutes or less; and/or (Ref. Local Government Code 214.196)
- (6) In determining the number of False Alarms, multiple alarms occurring in any twenty-four (24) hour period shall be counted as one False Alarm; to allow the Alarm User time to take corrective action unless the False Alarms are directly caused by the Alarm User.

## **SECTION 11. REINSTATEMENT**

A Person whose Alarm Permit has been revoked may, at the discretion of the Alarm Administrator or the Law Enforcement Authority, have the Alarm Permit reinstated by the Alarm Administrator or the Law Enforcement Authority if the Person:

(A) Submits a new application and pays a fifty (\$50.00) dollar for residential and one hundred (\$100.00) dollar for commercial reinstatement fee;

(B) Pays, or otherwise resolves, all outstanding citations and fines;

(C) Submits a certification from an Alarm Installation Company, stating that the Alarm System has been repaired or adjusted in an attempt to eliminate False Alarms, and that the Alarm Permit holder has been made aware of behavioral issues that may cause False Alarms. This should include but is not limited to the effects of pets, home decorations, changes in the environment on security devices; as well as the need to train anyone that has access to the premises in the proper operation of the Alarm System; and to provide them with a code to arm/disarm the Alarm System and a password to identify themselves to the Monitoring Company in an alarm situation;

(D) Submits a certification from an Alarm Installation Company per the requirements of Texas Occupations Code, Section 1702.286 pertaining to the Alarm Company providing the Alarm User information on:

- (1) The law relating to False Alarms, including potential penalties and the revocation or suspension of an Alarm Permit;
- (2) How to prevent false alarms; and
- (3) How to properly operate the alarm system

(E) Attends an Alarm User Awareness Class developed by the Alarm Vendor.

***(F) If the Alarm Permit is revoked a second time in the following 12 month period due to excessive False Alarms, the Permit Holder must comply with all of the above referenced items and replace the Control Panel and Arming Station(s) with equipment that meet the requirements of the American National Standards – SIA CP-01 Control Panel Standard Features for False Alarm Reduction. The Alarm Installation Company must certify these equipment upgrades in writing.***

## **SECTION 12. ENFORCEMENT AND PENALTIES**

A. A violation of this ordinance is subject to citation, with a penalty of no more than \$500.00 per occurrence; each day on which a violation occurs is a separate violation.

B. Violations of and charges filed pursuant to this ordinance are subject to the jurisdiction of the Rio Hondo Municipal Court, or other enforcement options pursuant to state law as may be applicable.

### **SECTION 13. CONFIDENTIALITY**

In the interest of public safety, all information contained in and gathered through the Alarm Permit applications, records relating to Alarm Dispatch Requests and applications for appeals shall be held in confidence by all employees or representatives of the municipality and by any third-party administrator or employees of a third-party administrator with access to such information. The provisions of Texas Occupations Code 1702.284 shall apply to all records obtained or archived by this ordinance. This information shall not be subject to public inspection. Public interest is served by not disclosing said information to the public and clearly outweighs the public interest served by disclosing said information.

### **SECTION 14. GOVERNMENT IMMUNITY**

Alarm Permit is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an Alarm Permit, the Alarm User acknowledges that law enforcement response may be influenced or prevented by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

### **SECTION 15. SEVERABILITY**

The provisions of this Ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any Person or circumstance is invalid, the remaining provisions and the application of those provisions to other Persons or circumstances are not affected by that decision.

Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

This Ordinance shall take effect upon publication in a newspaper of general circulation pursuant to Sec. 52.011, Texas Government Code.

\_\_\_\_\_  
ATTEST: Ben Medina  
City Administrator

\_\_\_\_\_  
Gustavo Olivares  
Mayor

## Item 11

## RESOLUTION

A RESOLUTION OF CITY OF RIO HONDO, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR 2018 SOUTH TEXAS FLOODS CDBG-DR-4377 (2018 FLOODS) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, the 2018 FLOODS program(s) requires implementation by professionals experienced in federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with GLO requirements;

WHEREAS, the Statement of Qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That the firm of Guzman and Munoz Engineering be selected to provide application and project-related <b>professional engineering services</b> for the 2018 FLOODS program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of 2018 FLOODS funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Administrator



**Item 12**

## RESOLUTION

A RESOLUTION OF CITY OF RIO HONDO, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR 2019 Lower Rio Grande Valley Floods CDBG-DR-4454 (2019 Floods) and Tropical Storm Imelda CDBG-DR-4466 (TS Imelda) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, the 2019 Floods & TS Imelda program(s) requires implementation by professionals experienced in federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with GLO requirements;

WHEREAS, the Statement of Qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That the firm of Guzman and Munoz Engineering be selected to provide application and project-related <b>professional engineering services</b> for the 2019 Floods & TS Imelda program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of 2019 Floods & TS Imelda funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
County Judge/City Mayor/Board Chair

**ATTEST:**

\_\_\_\_\_  
County Clerk/City Secretary/Board Secretary