



CITY OF EAGLE PASS
AGENDA
CITY COUNCIL REGULAR MEETING
Council Chambers, City Hall
100 S. Monroe Street, Eagle Pass,
Maverick County, Texas
Tuesday, September 2, 2025 at 5:30 PM

Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times. Meetings are broadcast live on the Official City Eagle Pass, Texas Facebook Page.

ESTABLISHMENT OF QUORUM

PLEDGE OF ALLEGIANCE

MOMENT OF REVERENCE

CITIZENS COMMUNICATIONS AND RECOGNITIONS

MAYOR'S CONSENT AGENDA ANNOUNCEMENT

A Consent Agenda is contained in this meeting agenda. The consent agenda is designed to assist in making the meeting shorter and more efficient. Items left on the Consent Agenda may not be discussed when the Consent Agenda comes before the Council. If any Council Member wishes to discuss a Consent Agenda item, please tell me now and I will remove the Item from the Consent Agenda and place it in an appropriate place on the meeting agenda so it can be discussed when that item is taken up by the Council. Does any Council Member request removal of a Consent Agenda item?

CONSENT AGENDA ITEMS

1. Second reading of an ordinance amending Chapter 2 - Administration, Article II, Section 2-29 (g) (Payment of Available Vacation or Sick Leave) of the Code of Ordinances of the City of Eagle Pass to remove examples, include "emergencies", and amend to full rate of payment; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.
2. Second reading of an ordinance amending Chapter 2 - Administration, Article II, Section 2-29 (h) (Longevity Pay) of the Code of Ordinances of the City of Eagle Pass to increase from the statutory rate to \$6 per month and remove the maximum limit of 25 years; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.
3. Second reading of an ordinance amending Chapter 2 - Administration, Article II, Section 2-30 (g) (Sick Leave) of the Code of Ordinances of the City of Eagle

Pass to increase the cashed in rate from half to full rate and add civil service sick leave reserve; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.

4. Second reading of an ordinance amending Chapter 2 - Administration, Article II, Section 2-30 of the Code of Ordinances of the City of Eagle Pass by adding new subsection (r) to add bereavement leave; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.
5. Second reading of an ordinance confirming the civil service classifications within the police and fire departments, respectively, establishing the number of authorized positions within each classification; establishing a uniform base pay and seniority pay; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.
6. Second reading of an ordinance for the extension of the "Wet Zone" to include Fort Duncan West Subd, Lot 2, acres 5.441 (482 Bliss St.), where the sale and consumption of alcoholic beverages may be permitted finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.

ORDINANCE(S)

7. An introductory ordinance amending Section 26-183(3), Article VII, Chapter 26 of the Code of Ordinances of the City of Eagle Pass, Texas, for the setting of new commercial toll rates to be collected for the International Bridges; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.
8. An introductory ordinance of the City of Eagle Pass, Texas, amending Chapter 6, by amending Articles I, III, and V, to mirror state law in regard to dangerous dogs and rabies control, and adding fees for animal control services.

RESOLUTION(S)

9. A resolution of the City Council of the City of Eagle Pass, Texas authorizing the City Manager to execute a Chapter 380 agreement with Project Robin.
10. A resolution of the City Council of the City of Eagle Pass, Texas amending Exhibit A of Resolution 2019-60R, and adopting Version III of the City of Eagle Pass Chapter 380 Economic Incentives Policy.
11. A resolution of the City Council of the City of Eagle Pass, Texas approving the

release of parkland dedication funds in the amount of \$208,150 to Maverick County for the implementation of a fitness court project and other parkland improvements, recognizing that such funds were collected by the city on behalf of Maverick County and are to be used in accordance with parkland dedication requirements.

OTHER BUSINESS

12. Presentation by the Community Transformation Alliance.
13. Consideration and possible approval of Change Order #1 for the Hike and Bike trail project.
14. Consideration and possible approval to allow the City Manager to negotiate and enter into an agreement with Hauler Hero to provide technology services for the Solid Waste Division for an amount not to exceed \$173,530.00
15. Consideration and possible approval to allow the City Manager to enter into a lease agreement with a suitable city-owned building with Disaster Relief, Inc. for the establishment and operation of a Manos Unidas Women's Shelter.

ADJOURNMENT

Entrance and parking spaces for disabled persons are available in front of City Hall.

CERTIFICATION

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Eagle Pass is true and correct copy of said notice and was posted on the bulletin board located in the lobby at City Hall in a convenient place to the public, 100 South Monroe Street, Eagle Pass, Texas, and said notice was posted the 29th day of August at 6:20 p.m., more than seventy-two (72) hours prior to the meeting on 2nd of September 2025.

Erika Rodriguez
City Secretary

ORDINANCE NO. 2025-

AN ORDINANCE AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE II, SECTION 2-29 (G) (PAYMENT OF AVAILABLE VACATION OR SICK LEAVE) OF THE CODE OF ORDINANCES OF THE CITY OF EAGLE PASS TO REMOVE EXAMPLES, INCLUDE "EMERGENCIES", AND AMEND TO FULL RATE OF PAYMENT; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Section 2-29 of the Code of Ordinances addresses compensation;

WHEREAS, The City of Eagle Pass City Council adopted the current Payment of Available Vacation or Sick Leave policy on October 2, 2018.

WHEREAS, In an effort to improve employee financial and mental wellness, the City of Eagle Pass City Council wish to make payment of available vacation or sick leave more accessible.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, as follows:

SECTION 1. Chapter 2-Administration, Article II, Section 2-29 (h) of the Code of Ordinances of the City of Eagle Pass is hereby amended to add the following:

Sec. 2-29 Compensation and Evaluations

(g) Payment of Available Vacation or Sick Leave

Generally, the City will not authorize requests for pay in lieu of vacation or sick leave unless it is paid in connection with an employee's termination pay or in cases of financial hardship. The existence of a "financial hardship" or "emergency" will be determined on a case-by-case basis ~~but generally refers to a situation in which an employee, or the employee's spouse or dependent, has an immediate and heavy financial need due to: (1) certain medical expenses; (2) payments necessary to prevent eviction from, or foreclosure on, a principal residence; (3) burial or funeral expenses; and (4) certain expenses for the repair of damage to the employee's principal residence or motor vehicle.~~ Payment of available leave based on financial hardship or an emergency may not exceed the amount of the employee's need.

Civil Service employees are eligible to receive payment in lieu of available vacation hours.

Procedure

Payment of available vacation or sick leave on account of financial hardship shall be paid only if there is available funding; the payment does not reduce an employee's sick leave balance to less than forty (40) hours; and the employee submits substantiating documentation. The department head must make a recommendation to the City Manager for approval of any request for payment, except in the case of requests by the City Manager, City Attorney, Municipal Court Judge, Alternate Municipal Court Judge or City Auditor, which requests shall be presented to the City Council for consideration and approval.

To the extent an employee's request is granted, payment will be made ~~in the following order and manner:~~ at the employee's regular rate of pay.

- ~~(1) Reserve sick leave hours accumulated above 240 hours for regular employees at 50% of the employee's regular rate of pay.~~
- ~~(2) Sick leave hours of 240 hours or less for regular employees at 100% of the employee's regular rate of pay.~~
- ~~(3) Available vacation hours at 100% of the employee's regular rate of pay.~~

Restrictions

An employee who requests and receives payment in lieu of available vacation and sick leave hours shall not be eligible to request compensation due to hospitalization (see above) for a period of twelve (12) months from the date the request for payment in lieu of available leave is approved. An employee is also restricted from making another request for payment in lieu of available leave for a period of twelve (12) months from the date the first request is approved.

SECTION 2. Severability. If any phrase, clause, sentence, paragraph or section of this Ordinance is declared unconstitutional or unlawful by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the phrases, clauses, sentences, paragraphs, and sections would have been enacted by the city council without the incorporation in this Ordinance of any such unconstitutional or unlawful phrase, clause, sentence, paragraph, or section.

SECTION 3. This Ordinance becomes effective October 1, 2025, after being passed and approved on third and final reading.

READ, PASSED, AND APPROVED ON FIRST READING on this ____th Day of August A.D., 2025.

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

READ, PASSED, AND APPROVED ON SECOND READING, this ____th Day of September, A.D., 2025.

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this ____th Day of September., 2025.

AYES:

NAYS:
ABSTAINED:
ABSENT:

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

APPROVED AS TO LEGALITY:

Ana Sophia Garcia
City Attorney

ORDINANCE NO. 2025-

AN ORDINANCE AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE II, SECTION 2-29 (H) (LONGEVITY PAY) OF THE CODE OF ORDINANCES OF THE CITY OF EAGLE PASS TO INCREASE FROM THE STATUTORY RATE TO \$6 PER MONTH AND REMOVE THE MAXIMUM LIMIT OF 25 YEARS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Section 2-29 of the Code of Ordinances addresses compensation;

WHEREAS, The current rate of longevity pay is set to the statutory rate of \$4 per month for each year of service, not to exceed twenty-five years.

WHEREAS, In an effort to improve employee retention, the City of Eagle Pass City Council wish to extend the applicable longevity pay each employee receives from the statutory rate to \$6 per month.

WHEREAS, In an effort to improve employee retention, the City of Eagle Pass City Council wishes to remove the maximum limit of 25 years.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, as follows:

SECTION 1. Chapter 2-Administration, Article II, Section 2-29 (h) of the Code of Ordinances of the City of Eagle Pass is hereby amended to add the following:

Sec. 2-29 Compensation and Evaluations

(h) Longevity Pay

Per state law, members of the fire department who engage in the duties of “fire protection personnel” and members of the police department who have been licensed as a peace officer by the Texas Commission on Law Enforcement are entitled to longevity pay upon completion of one (1) year of service. Such pay shall be at the statutory rate or six (6) dollars, whichever is higher, per month for each year of uninterrupted, continuous service in the department, ~~not to exceed twenty-five (25) years.~~ Interruptions of employment shall be those specifically caused by terminations and shall not include authorized leaves of absences. Longevity pay shall be paid in a lump sum by the end of each fiscal year.

All other City employees may receive longevity pay if funding allows, as determined by the City Council. Any such payments shall be paid in a lump sum at the end of each fiscal year.

SECTION 2. Severability. If any phrase, clause, sentence, paragraph or section of this Ordinance is declared unconstitutional or unlawful by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the phrases, clauses, sentences, paragraphs, and sections would have been enacted by the city council without the incorporation in this Ordinance of any such unconstitutional or unlawful phrase, clause, sentence, paragraph, or section.

SECTION 3. This Ordinance becomes effective on October 1, 2025, after being passed and approved on third and final reading.

READ, PASSED, AND APPROVED ON FIRST READING on this ____th Day of August A.D., 2025.

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

READ, PASSED, AND APPROVED ON SECOND READING, this ____th Day of September, A.D., 2025.

AYES:
NAYS:
ABSTAINED:

ABSENT:

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

**READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this __th Day of
September., 2025.**

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

APPROVED AS TO LEGALITY:

Ana Sophia Garcia
City Attorney

ORDINANCE NO. 2025-

**AN ORDINANCE AMENDING CHAPTER 2 -
ADMINISTRATION, ARTICLE II, SECTION 2-30 OF
THE CODE OF ORDINANCES OF THE CITY OF
EAGLE PASS ADDING NEW SUBSECTION (R) TO
ADD BEREAVEMENT LEAVE; FINDING THAT THE
MEETING AT WHICH THIS ORDINANCE IS PASSED
IS OPEN TO THE PUBLIC AS REQUIRED BY LAW;
PROVIDING A SEVERABILITY CLAUSE; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, Section 2-30 of the Code of Ordinances addresses benefits and leave;

WHEREAS, Bereavement is the period of grief and mourning following the death of a loved one;

WHEREAS, In an effort to provide leave for employees during times of emotional and psychological stress due to a death of an immediate family member, the City of Eagle Pass City Council wish to add bereavement leave.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, as follows:

SECTION 1. Chapter 2-Administration, Article II, Section 2-30 (r) of the Code of Ordinances of the City of Eagle Pass is hereby amended to add the following:

Sec. 2-30 Benefits and Leave

(r) Bereavement Leave

Regular full-time employees may be granted up to three (3) consecutive days of paid leave per occurrence for death(s) within the employee's immediate family. For the purpose of bereavement leave, "immediate family" shall include a spouse, parent, parent-in-law, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, grandparent, grandchild, or grandparent-in-law. An employee must notify and obtain the approval of his/her immediate supervisor or department head prior to taking bereavement leave. Other available paid leave may be used to supplement bereavement leave upon request and approval of department head.

SECTION 2. Severability. If any phrase, clause, sentence, paragraph or section of this Ordinance is declared unconstitutional or unlawful by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality

shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the phrases, clauses, sentences, paragraphs, and sections would have been enacted by the city council without the incorporation in this Ordinance of any such unconstitutional or unlawful phase, clause, sentence, paragraph, or section.

SECTION 3. This Ordinance becomes effective immediately after being passed and approved on third and final reading.

READ, PASSED, AND APPROVED ON FIRST READING on this ____th Day of August A.D., 2025.

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

READ, PASSED, AND APPROVED ON SECOND READING, this ____th Day of September, A.D., 2025.

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this __th Day of September., 2025.

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

APPROVED AS TO LEGALITY:

Ana Sophia Garcia
City Attorney

ORDINANCE NO. 2025-

**AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS
AMENDING CHAPTER 5, ARTICLE III, SECTION 5-32, OF
THE CODE OF ORDINANCES TO INCLUDE FORT
DUNCAN WEST SUBD, LOT 2, ACRES 5.441 (482 BLISS
ST.), WITHIN THE AREAS IN WHICH THE SALE OF
ALCOHOLIC BEVERAGES FOR CONSUMPTION ON THE
PREMISES IS PERMITTED; FINDING THAT THE
MEETING AT WHICH THIS ORDINANCE IS PASSED IS
OPEN TO THE PUBLIC AS REQUIRED BY LAW;
PROVIDING A SEVERABILITY CLAUSE; AND
ESTABLISHING AN EFFECTIVE DATE**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
EAGLE PASS, TEXAS, as follows:**

SECTION 1. Section 5-32, Article III, Chapter 5 of the Code of Ordinances of the City of Eagle Pass, Texas, is hereby amended by adding at the end of the description, therein contained, of the areas in which alcoholic beverages may be sold, given, or dispensed, or delivered for consumption on the premises, the following language to-wit:

“Fort Duncan west subd, Lot 2, Acres 5.441 (482 Bliss St.)”

SECTION 2. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable, and all other parts of this Ordinance shall not be affected thereby, and they shall remain in full force and effect.

SECTION 3. This Ordinance shall be in full force and effect from and after its final passage in accordance with the City Charter of the City of Eagle Pass.

**READ, PASSED, AND APPROVED ON FIRST READING, on this 19th Day of
September, A.D., 2024.**

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS: None
ABSTAINED: None
ABSENT: Salinas

READ, PASSED, AND APPROVED ON SECOND READING, this st Day of September A.D., 2025.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS: None
ABSTAINED: None
ABSENT: None

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this --th Day of September , A.D., 2025.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS: None
ABSTAINED: None
ABSENT: None

APPROVED AS TO FORM AND LEGALITY:

Ana Sophia Garcia
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 6, BY AMENDING ARTICLE I, III, AND V, TO MIRROR STATE LAW IN REGARD TO DANGEROUS DOGS AND RABIES CONTROL, AND ADDING FEES FOR ANIMAL CONTROL SERVICES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, While the City currently provides animal control services, there is a need for updated protocol, policy compliance, services transparency, and advocacy for improved animal welfare and local procedures; and

WHEREAS, the City of Eagle Pass is home to a growing population of companion animals, many of whom face challenges such as abandonment, neglect, overpopulation, and limited access to veterinary care

WHEREAS, the updated format will make the fee schedule for Eagle Pass Animal Control Services accessible.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS THAT:

Section 1. The City of Eagle Pass Code of Ordinances, Chapter 6, Article I, Section 6-4, 6-6, 6-10, 6-14, 6-16, 6-18, 6-50 are hereby amended as follows:

Sec. 6-4. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Adequate/proper shelter shall mean a shelter for an animal that shall effectively protect the animal from any form of cold, overheating, inclement weather and direct effects of wind, rain, snow, ice or the sun. By way of example, and not limitation, a shelter may consist of a three-sided structure, with a roof. The shelter shall provide shade during hot weather months with provisions for cooling the animal when temperatures exceed 90 degrees Fahrenheit. During months when temperatures fall to 50 degrees Fahrenheit or lower, auxiliary heat or clean, dry bedding material shall be provided for the animal to provide insulation against the cold.

Animal includes every living organism that feeds on organic matter, typically having specialized sense organs and nervous system and able to respond rapidly to stimuli.

Animal-at-large shall mean any animal not under the restraint (as defined in this section) of a person capable of controlling the animal on or off the premises of the owner or the animal's handler.

Animal control officer or code enforcement officer shall mean any person designated by the City of Eagle Pass as an enforcement officer who is qualified to perform such duties as required by this chapter and/or state law.

Animal facility means any facility operated by the city, or authorized agency or its agents, for the purpose of impounding animals under the authority of this chapter or state law for care, confinement, return to owner, adoption or euthanasia.

"Animal registration agency" means the municipal or county animal control office with authority over the area where a dangerous wild animal is kept or a county sheriff in an area that does not have an animal control office.

Auction shall mean any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this chapter. This section does not apply to individual sales of animals by owners.

Bite shall mean puncturing or tearing of the skin by an animal's teeth.

Choker collar shall mean a length of chain or nylon cord or rope with rings at either end such that the collar can be formed into a loop around the animal's neck that slips (adjusts) tighter when pulled and slips looser when tension is released.

Circus shall mean a commercial variety show featuring animal acts for public entertainment.

"Collar" means a band of material specifically designed to be placed around the neck of a dog.

"Commercial activity" means:

(A) an activity involving a dangerous wild animal conducted for profit that is not inherent to the animal's nature;

(B) an activity for which a fee is charged and that is entertainment using or an exhibition of the animal; or

(C) the selling, trading, bartering, or auctioning of a dangerous wild animal or a dangerous wild animal's body parts.

Commercial boarding kennel shall mean any place other than a veterinary hospital where the property owner, tenant, or occupant keeps or allows others to keep or board any domestic animal for a fee, donation or non-monetary reward.

Competition animal shall mean a cat or dog that is of a breed recognized by and registered with an approved breed registry approved by the director and shows or competes in animal shows or other competition events sponsored by an approved breed registry.

Commercial animal establishment means any pet shop, grooming shop, guard dog or obedience training center, animal auction, riding school or stable, zoological park, circus, performing animal exhibition, or boarding or breeding kennel.

Confined shall mean a situation by which an animal is effectively prevented from being free to roam.

Currently vaccinated means vaccinated and satisfying the following criteria:

- (1) The animal must have been vaccinated against rabies according to the label recommendations of a United States Department of Agriculture (USDA) approved vaccine;
- (2) The animal must have been at least three (3) months of age at the time of vaccination;
- (3) At least thirty (30) days have elapsed since the initial vaccination; and/or
- (4) Not more than twelve (12) months have elapsed since the most recent vaccination.

"Cruelly treated" includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, care, or shelter, cruelly confined, caused to fight with another animal, or subjected to conduct prohibited by Section 21.09, Penal Code.

Dangerous animals (vicious animal) includes any wild mammal, reptile, or fowl which is not naturally tame or gentle, but is of a wild nature or disposition and which, because of its size, vicious nature or other characteristics, would constitute a danger to human life, other animals, or property if it is not kept or maintained in a safe manner

or secure quarters. The term "dangerous animal" also means and includes domestic mammal, including dogs, and cats, reptiles or fowl which because of its size or vicious propensity or other characteristic, would constitute a danger to human life, other animals, or property if it is not kept or maintained in a safe manner or in a secure quarters enclosure, or which shall have previously attacked or bitten a person or another animal and caused serious physical harm or property damage or which has behaved in such a manner that a reasonable person knows or should reasonably know that the animal has or possesses a tendency to attack or bite persons or other animals.

Director shall mean the city's director of public works, or his/her designee.

"Dog" means a domesticated animal that is a member of the canine family.

Domestic animal shall mean any animal which is not prohibited, and commonly kept as pets at the owner's residence, including but not limited to domestic cats and dogs, domestic ferrets, rabbits, and domestic fowl.

Domestic cat shall mean any member of the Felis domesticus species.

Domestic dog shall mean a member of Canis familiaris which is not a hybrid of Canis familiaris and another canine species.

"Dangerous dog" means a dog that:

(A) 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

(B) 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.

Domestic ferret shall mean any Mustelaputoriousfuro species.

Domestic fowl shall mean birds of a breed developed or kept for the purpose of meat production, egg laying or purely for ornament or as a pet.

Enclosure means for purposes of dangerous dogs, a house or a building, or in the case of a fence or a structure/pen, the fence or structure/pen must also have minimum dimensions of five (5) feet by ten (10) feet. The fence or structure/pen must form an enclosure suitable to prevent entry of young children and must be locked and secured such that an animal cannot climb, dig, jump or otherwise escape of its own volition. The enclosure shall be securely locked at all times. The structure/pen must have secure sides to prevent the dangerous animal from escaping from the enclosure. The structure/pen shall provide protection from the elements for the dangerous animal. The animal control officer shall have the right to require that the fence be higher than six (6) feet or require a secure top and/or bottom be added to the structure/pen if the need is demonstrated. These additional requirements shall be based upon the type of animal to be kept in this enclosure and its anticipated ability to escape.

Euthanasia shall mean taking the life of an animal in a process that involves scientific and empathetic considerations of providing each animal with the least stressful death possible.

Fowl shall mean a bird of any kind; domestic cock or hen (Gallus Gallus).

Grooming shop shall mean a commercial establishment, structure or vehicle where animals are bathed, clipped, plucked or otherwise groomed.

Guard dog shall mean any professionally trained dog that will detect and warn its handler that an intruder is present in or near an area that is being secured.

"Harness" means a set of straps constructed of nylon, leather, or similar material, specifically designed to restrain or control a dog.

High risk animals shall mean those animals which have a high probability of transmitting rabies; they include skunks, bats, species of foxes indigenous to North America, coyotes and raccoons.

Housing facility shall mean any room, building or area used to contain a primary enclosure or enclosures.

Impoundment shall mean the collecting and confining of an animal because of a state or local ordinance.

Impoundment facility shall mean an enclosure or a structure in which an animal is collected or confined because of a state law or local ordinance.

"Inclement weather" includes rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high temperatures.

Isolation shall mean the separation of an animal exposed or potentially exposed to rabies.

Keeper shall mean any person, firm, corporation, organization or department holding, caring for, having an interest in, or having control or custody of an animal. If the keeper of an animal is a minor, the parent or guardian of that minor shall be responsible for compliance with animal care related ordinances.

Kennel shall mean any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats, and/or a facility for keeping more than four (4) animals of the same species.

Licensed veterinarian shall mean a veterinarian licensed to practice veterinary medicine in one (1) or more of the fifty (50) states.

Livestock shall mean domestic animals used or raised on a farm, especially those kept for a profit; specifically, horses, ponies, mules, donkeys, cattle, goats, rabbits, sheep and swine, regardless of age, sex or breed.

Local health authority or rabies control officer shall mean the animal control officers. Animal control officers shall be designated as the city's rabies control officer and shall handle all duties required under applicable state law.

Low risk animals shall mean those animals which have a low probability of transmitting rabies; they include all animals of the orders Marsupialia, Insectivora, Rodentia, lagomorpha, and Xenathra.

Microchip shall mean a transponder that is placed under an animal's skin by an injector and can be read by a microchip scanner.

Nondomestic animal shall mean and include all animals other than domestic cats and dogs, domestic ferrets, livestock, rabbits and domestic fowl.

"Nonprofit animal welfare organization" means a nonprofit organization that has as its purpose:

(A) the prevention of cruelty to animals; or

(B) the sheltering of, caring for, and providing homes for lost, stray, and abandoned animals.

(3) "Owner" includes a person who owns or has custody or control of an animal.

Observation period shall mean the ten (10) days following a bite, scratch, or unprovoked attack incident during which the biting animal's health status must be monitored. The ten-day observation period will begin on the day of the bite incident (day one).

"Owner" means a person who owns, has custody or control of the dog or shall mean any person, partnership, or corporation owning, keeping, or harboring one (1) or more animals. An animal shall be deemed to be harbored if it is sheltered for three (3) consecutive days or more, or if it returns to a residence or business on three (3) separate days. Persons caring for an animal at the specific request of an owner are not included in the definition of owner, but are required to keep the animal in compliance with this code.

Person shall mean any individual, corporation, government or governmental subdivision, or agency, business trust, estate, partnership, association, or any other legal entity.

Pet or companion animal shall mean any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

Pet shop shall mean any person, partnership, or corporation, whether operated separately or in connection with another business enterprise (except for a licensed kennel), that buys, sells, or boards any species of animal.

Possible exposure to rabies shall mean receipt of a bite, scratch, or unprovoked attack from any warm blooded animal mammal, mammal animal to human, or animal mammal to animal mammal, where there is reason to suspect exposure to rabies.

Prohibited animals shall mean:

- (1) Any ape or other non-human primate;
- (2) Any member of the genus *Canis* including wolf, hybrid wolf, coyote, jackal or fox, and similar species except *Canis familiaris*;
- (3) Any member of the genus *Felis* including leopard, lion, panther, tiger, lynx, bobcat, cheetah, ocelot, margay, jaguar, and any similar species except *Felis domesticus*;
- (4) Mustelids; other than the domestic ferret (*Mustela putorius furo*);
- (5) Skunk;
- (6) Any poisonous reptile or venomous species except bees;
- (7) Crocodile, alligator, caiman or related species;
- (8) Miniature Vietnamese pot-bellied pig;
- (9) Ostrich or any other Ratites;
- (10) Bear; and
- (11) All other mammals that live in a natural state of undomesticated freedom including the opossum, raccoon, armadillo and squirrel.
- (12) Any endangered animals (i.e. Texas Horned Toad).
- (13) Armadillo, squirrel, deer, birds of prey like owls, hawks, etc.

Provocation shall mean any purposeful act that causes an animal to bite, scratch, or attack in protection of self, owner, or owner's premises. Entrance, in any manner, into an area where an animal is properly under restraint in compliance with city ordinances would be considered provocation, irrespective of the reason for such entrance.

Public nuisance animal shall mean any animal or animals or fowl that unreasonably annoy humans, endanger the life or health of other animals or persons, or substantially interfere with the rights of citizens, other than their owners, to enjoyment of life or property. "Public nuisance animal" shall mean and include, but is not limited to, any animal that:

- (1) Is repeatedly at large or stray;
- (2) Damages the property of anyone other than its owner;
- (3) Molests or intimidates pedestrians or passers-by, unless it is properly restrained;
- (4) Trespasses on school grounds;
- (5) Chases vehicles;
- (6) Causes fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (7) Causes unsanitary conditions in enclosures or surroundings where the animal or animals are kept or harbored;

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- (8) Is offensive or dangerous to the public health, safety, or welfare by virtue of the number and/or types of animals maintained; or
 - (9) Attacks other domestic animals.

Puppy shall mean any member of *Canis familiaris* and other canine species including both genders twelve (12) months of age or under.

"Properly fitted" means, with respect to a collar or harness, a collar or harness that:

(A) is appropriately sized for the dog based on the dog's measurements and body weight;

(B) does not choke the dog or impede the dog's normal breathing or swallowing; and

(C) does not cause pain or injury to the dog.

(7) "Restraint" means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.

Quarantine shall mean strict confinement of an animal for the purpose of preventing the spread of disease, under restraint by closed cage, isolation kennel, rabies chamber, padlock, or in any other manner approved by the local health authority on the private premises of the owner or at a facility approved by the Texas Department of Health.

Rabies shall mean an acute viral disease of man and animal mammal affecting the central nervous system and usually transmitted by an animal bite or saliva.

Rabies vaccination shall mean a protective inoculation by a licensed veterinarian (in the U.S.) with a rabies vaccine recognized and approved by the United States Department of Agriculture given in an amount sufficient to provide an immunity that satisfies the requirement of state law.

Reptile shall mean any cold-blooded, scaly vertebrate, such as a turtle, lizard or snake of any kind.

Restraint shall mean a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system. At all other times, a dog or other animal shall be confined to the realty or premises of the owner of such dog or other animal from escaping therefrom; or inside a house on such premises; or secured on such premises by a leash. It shall be unlawful for the leash to be arranged in a manner that allows the dog or other animal to get on or across a sidewalk, public way, place or building when such leash is stretched to its full length. Any animal so arranged shall be considered dangerous to the public in general and declared a nuisance, and shall be impounded. Although cats shall be exempt from the leash requirement while on the premises.

Responsible person shall mean a person to whose commands an animal in question is obedient, and who is capable of controlling the animal if the animal should fail to obey such commands.

Run at large shall mean to be free of restraint while outside the boundaries of the real property of the owner.

Scratch shall mean a scrape left by the claws or nails of an animal and of sufficient severity to break the skin and draw blood.

Secure shall mean to take steps that a reasonable person would take to ensure a dog remains on the owner's property, including confining the dog in an enclosure that is capable of preventing the escape or release of the dog.

Secure enclosure shall mean a fenced area or structure that is:

- (1) Locked;
- (2) Capable of preventing the entry of the general public, including children;
- (3) Capable of preventing the escape or release of a dog;
- (4) Clearly marked as containing a dangerous dog; and

(5) In conformance with the requirements for enclosures established by the city or local animal authority.

Serious bodily injury shall mean 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.

Severe injury shall mean any physical injury that results in death, broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

Shelter shall mean a structure with a roof and three (3) sides and a fourth side allowing access that is protected from the elements and a floor that is elevated enough to keep the shelter dry.

Sick animal shall mean any animal that appears to be suffering from an infectious, contagious, or communicable disease; or that is showing evidence of a physical injury, physical disorder, or traumatic injury;

Stray animal shall mean any animal roaming with no physical restraint beyond the premises of an animal's owner or keeper.

Temporary owner shall mean an individual who finds a stray animal, has the animal for fewer than thirty (30) days and attempts to find the true owner of the animal.

Trapped animal shall mean an animal caught or taken in, as if in a trap or snare by skill, craft or trickery.

Unowned animal shall mean any animal for which an owner has not been identified.

Unprovoked animal attack shall mean an attack by an animal that was not hit, kicked or struck by a person with any object or body part, nor was any part of the animal's body pulled, pinched or squeezed by the person or animal that was attacked. An animal may be provoked without being touched if the actions involved are of a physical manner that are threatening or are non-physical but can be considered threatening such as yelling, taunting, etc.

Vaccinated shall mean an animal that has been properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and was administered by or under the direct supervision of a licensed veterinarian.

Vaccination certificate shall mean a document showing on its face that the animal described thereon has received a current inoculation of rabies vaccine in an amount sufficient to produce an immunity that satisfies the requirement of state law, inscribed with the date of the inoculation, the duration of immunity approved for that vaccine, the name and address of the animal's owner, and all other information required by state law and signed by a licensed veterinarian.

Veterinarian shall mean a person licensed to practice veterinary medicine in the state.

Veterinary hospital shall mean any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases and injuries of animals.

Wild animal shall mean any animal except the common domestic species, including, but not limited to, dogs, cats, horses, cattle, swine, sheep, and goats, regardless of the state or duration of captivity.

Wild state means living in its original, natural condition; not domesticated.

Wildlife shall mean any animal that occurs naturally in the wild state.

Sec. 6-6. Animal facility; erection, maintenance, care of animals; euthanasia service.

- (a) There shall be erected and maintained, under the supervision of the director, a suitable building and kennels, to be known as the animal facility, for the confinement of all animals seized, impounded or surrendered pursuant to the provisions of this chapter. The animal facility shall be kept in a sanitary condition, and all animals taken up and impounded therein shall be properly fed and provided water. All animals shall be treated in a humane manner while under the custody of the department.

- (b) Upon payment of the applicable fee, if any, the animal facility will provide euthanasia of dogs, cats, and other small animals upon the signed request of an owner who resides within the city and residents of unincorporated Maverick County if the city and county enter into a joint animal control program through contractual agreement , or if animal was abandoned, at the discretion of the Animal Shelter.
- c) The sale of live animals from the animal facility for research and pound seizures is prohibited.

Sec. 6-10. Standard of care.

An owner, keeper or temporary owner of an animal is required to provide the animal(s) with humane care and treatment as follows:

- (a) Access to an adequate supply of fresh air;
- (b) Adequate food on a daily basis that is species-appropriate;
- (c) Fresh, clean water;
- (d) Exercise;
- (e) Proper shelter, as defined by this Code; and
- (f) Veterinary care as needed to prevent and treat illness and alleviate suffering.

Sec. 6-14.[Fees for setting up live traps.] Eagle Pass Animal Control Services – Fee Schedule

[The department of public works will charge one dollar (\$1.00) per day for the use of small and large animal traps. The city shall be responsible for setting up the trap and handling any animals caught in the trap. All funds generated through the city's trap service will be used to purchase more traps or to replace worn out traps.]

<u>Service</u>	<u>Details</u>	<u>Fee</u>
<u>Microchipping (Scan)</u>	<u>Check for existing microchip</u>	<u>Free</u>
<u>Microchipping (Placement)</u>	<u>Microchip placement by technician</u>	<u>\$15.00</u>
<u>Animal Impoundment (Daily Fee)</u>	<u>Added to all impoundment stays</u>	<u>\$10.00 per day</u>
<u>1st Impoundment</u>	<u>With current rabies vaccination</u>	<u>\$25.00</u>
	<u>Without current rabies vaccination</u>	<u>\$50.00</u>
<u>2nd Impoundment</u>	<u>Flat fee regardless of vaccination</u>	<u>\$75.00</u>
<u>3rd or More Impoundments</u>	<u>Flat fee regardless of vaccination</u>	<u>\$100.00</u>
<u>Dangerous Animal Impoundment</u>	<u>Additional charge for dangerous animals</u>	<u>\$50.00 + \$12.00/day</u>
<u>Animal Surrender</u>	<u>For City of Eagle Pass residents only</u>	<u>\$50.00 per animal</u>
<u>Animal Adoption</u>	<u>Adoption fees waived; vaccinations required at owner's expense</u>	<u>\$0.00 (excluding vaccines)</u>
<u>Animal Disposal</u>	<u>For deceased animals</u>	<u>\$10.00</u>
<u>Euthanasia</u>	<u>If approved by a vet; administered by certified ACO</u>	<u>\$125.00</u>

Sec. 6-16. Animal waste; sanitation standards.

- (a) All animals shall be kept in a sanitary manner. Animal owners shall collect and dispose of animal waste by flushing it down a commode, by burial at least six (6) inches below the surface of the ground, or by placing it in a disposable container, sealing the container, and disposing of it as household garbage. Livestock standings shall be constructed of concrete, compacted caliche or other equally impervious material that can be easily cleaned where bovines, equines, swine, goats or sheep are kept; or any other livestock when kept for commercial purposes. Such standings shall be located under the roofed areas and shall be the size of the roofed areas. All manure and other animal wastes from livestock shall be removed from pens, corrals or standings at least once each day. This material shall be deposited in a manure storage bin of concrete or metal construction and shall be provided with a fly-tight lid. Such manure and other animal wastes shall be removed from this bin at least once each week to a disposal site ~~[approved by the director of public works or his designee.]~~
- (b) No animal owner shall allow the accumulation of animal waste on any premises in a quantity sufficient to create an odor offensive to a person of normal sensibilities standing on any adjacent property not owned or controlled by the subject animal's owner, or which creates a condition conducive to the breeding of flies or other pests. It shall be unlawful to permit or allow fly breeding on premises on which livestock are kept, and permitting or allowing such shall authorize the denial, suspension or revocation of a permit ~~[by the director of public works.]~~ Livestock owners shall have and maintain a fly control program.
- (c) The accumulation of animal waste on any premises so as to create a stench or harborage for flies or other pests is hereby declared to be a public nuisance. Upon delivery of a written "Notice to Clean" ~~[by the director of public works]~~, animal control officers, peace officers, or code enforcement officers, an animal owner or any adult occupant of the premises identified in said notice shall abate the therein described public nuisance on the premises within twenty-four (24) hours. Delivery shall be accomplished either by hand to the animal owner or keeper or any adult occupant of the residence, or by posting in a conspicuous place on the main entrance fence gate of the premises or main entrance door of the structure on the premises, or by certified mail, return receipt requested.
- (d) ~~{The director of public works}~~, animal control officers, peace officers, and code enforcement officers are separately authorized and empowered to enforce the provisions of this section, and may summarily abate and remove any immediate public health and safety hazard due to the presence of animals by declaring the conditions to be an immediate public health hazard and public nuisance, and shall execute an administrative order that the premises be cleaned in accordance with these standards by the city or its contractor within twenty-four (24) hours. If the officer believes the public health hazard and public nuisance constitutes animal cruelty, the director or officer is authorized to petition a justice or municipal court for a warrant to seize and impound all animals kept on the subject premises pending a hearing before the court in accordance state law.

Sec. 6-18. Restraining animals with rope or chain; choker collar.

- (a) No animal shall be hitched, tied, fastened or otherwise restrained by any rope, chain or cord that is directly attached to the animal's neck. Animals that must be tied, hitched or fastened to restrain them must wear a properly fitted collar or harness made of leather or nylon, not of the choker type. This does not prohibit the proper use of choker collars in the training of dogs.
- (b) No owner shall restrain their dog using a collar exceeding one and one-half (1½) inches wide for any dog weighing less than sixty (60) pounds. Dogs weighing sixty (60) pounds or more shall not be restrained using a collar exceeding two (2) inches in width.

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- (c) ~~[An owner may not leave a dog outside and unattended by use of a restraint that unreasonably limits the dog's movement:-~~

- ~~(1) Between the hours of 10:00 p.m. and 6:00 a.m.;~~
~~(2) Within five hundred (500) feet of the premises of a school; or~~
~~(3) In the case of extreme weather conditions.]~~

An owner may not leave a dog outside and unattended by use of a restraint unless the owner provides the dog access to:

- (1) adequate shelter;**
(2) an area that allows the dog to avoid standing water and exposure to excessive animal waste;
(3) shade from direct sunlight; and
(4) potable water.
(5) is a chain;
(6) has weights attached;
(7) is shorter in length than the greater of:
(8) five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
(9) 10 feet; or
(10) is attached to a collar or harness not properly fitted.

- (d) [A restraint unreasonably limits a dog's movement if the restraint:-

- (1) Uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;-
(2) Is a length shorter than the greater of:-
 (A) Five (5) times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
 (B) Ten (10) feet;-
(3) Is in an unsafe condition; or
(4) Causes injury to the dog.]

The restraint shall be attached to the animal's collar or harness and must have a swivel device on the anchor and collar end to prevent tangling. A dog restrained to a running line, pulley, or trolley system and that is not restrained to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar is allowed.

- (e) An animal that is restrained must have access to adequate food, water, and shelter (as defined by this Code) at all times.
- (f) ~~[An owner shall not restrain a dog with a chain or tether that weighs more than one-eighth (1/8) of the dog's body weight.]~~ **A person commits an offense if the person knowingly violates this section. The restraint of each dog that is in violation is a separate offense.**

- (g) An offense under this section is a Class C misdemeanor, except that the offense is a Class B misdemeanor if the person has previously been convicted under this section.**

(h) If conduct constituting an offense under this section also constitutes an offense under any other law, the actor may be prosecuted under this section, the other law, or both.

Sec. 6-50. Swine, sheep, [and] goats, and barn animals.

Section 2. The City of Eagle Pass Code of Ordinances, **Chapter 6, Article III, Section 6-75, 6-76, 6-77, 6-78, and 6-79** are hereby amended as follows:

Sec. 6-75. Determination of dangerous dog.

- (a) Any dog owned or kept shall be determined to be dangerous if:
- (1) It makes an unprovoked attack on a person or other animals 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) It 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 or other animals.
- (b) If a person reports an incident described in subsection (a) above, the city's animal control officers may investigate the incident. If, after receiving the sworn statement of any witnesses, the city determines the dog is a dangerous dog, the city shall notify the owner in writing of the determination.
- (c) Not later than the fifteenth (15th) day after the date the city notifies an owner that a dog owned by the owner is a dangerous dog, the owner may appeal the city's determination to a justice, county, or municipal court of competent jurisdiction. To file an appeal the owner must:
- (1) File a notice of appeal of the city's dangerous dog determination with the court;
 - (2) Attach a copy of the determination from the city; and
 - (3) Serve a copy of the notice of appeal on the city by mailing the notice through the United States Postal Service.
- (d) A party may appeal the decision of the justice or municipal court to a county court or county court at law in Maverick County by filing a notice of appeal and, if applicable, an appeal bond in the amount determined by the court from which the appeal is taken, not later than the tenth (10th) calendar day after the date the decision is issued.
- (1) An appellant is entitled to a jury trial on request.
 - (2) A person filing an appeal from a municipal court is not required to file a motion for new trial to perfect an appeal.
- (e) A decision of a county court or county court at law under this section may be appealed in the same manner as an appeal for any other case in a county court or county court at law.
- (f) A person commits an offense if the person is the owner of a dog and the person:*
- 1) with criminal negligence, as defined by Section 6.03, Penal Code, fails to secure the dog and the dog makes an unprovoked attack on another person that occurs at a location other than the owner's real property or in or on the owner's motor vehicle or boat and that causes serious bodily injury, as defined by Section 1.07, Penal Code, or death to the other person; or*

Sec. 6-76. Requirements for owner of dangerous dog.

- (a) An owner of a dog determined to be dangerous must comply with all of the following requirements before the dog can be released to the owner by the city:
- (1) The owner must register the dog as a dangerous dog on annual basis, and pay an annual registration fee of fifty dollars (\$50.00) to the city upon proof of:
 - (A) Liability insurance or financial responsibility in the limits discussed below;
 - (B) Current rabies vaccination; and
 - (C) The secure enclosure where the dangerous dog will be kept.
- ~~[The city shall provide the owner with a registration number and the owner is obligated to place the registration tag number on the dog's collar.]~~
- (D) **If an owner of a registered dangerous dog sells or moves the dog to a new address, the owner, not later than the 14th day of the sale or move, shall notify the animal control authority for the area in which the new address is located. On presentation by the current owner of the dangerous dog's prior registration tag and payment of a fee of \$25.**
 - (E) **An owner of a registered dangerous dog shall notify the office in which the dangerous dog was registered of any attacks the dangerous dog makes on people.**
 - (2) The dangerous dog shall at all times wear a collar approved by the department visible at fifty (50) feet so that the dog can be identified as a dangerous dog. ~~[The department is authorized to charge the owner a fee to cover the cost of this collar.]~~ **The dangerous dog must be restrained at all times on a leash in the immediate control of a person or in a secure enclosure.**
 - (3) The owner must obtain liability insurance coverage or show financial responsibility in an amount of at least one hundred thousand dollars (\$100,000.00) to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person or other animals and provide proof of the required liability insurance coverage or financial responsibility to the director or his/*her* designee. The insurance shall be kept in effect continuously and shall not be cancelled unless the dangerous dog is no longer kept by the insured owner.
 - (4) The dangerous dog, when taken outside of its enclosure, must be securely muzzled in a manner that will not cause injury to the dog nor interfere with its vision or respiration, but shall prevent it from biting any person or animal. The dangerous dog must be restrained by a sturdy leash six (6) feet in length. The department is authorized to charge the owner a fee to cover the cost of this leash.
 - (5) The owner shall post a sign on his/her premises warning that there is a dangerous dog on the property. This sign shall be visible and capable of being read from the public street or highway.
 - (6) The owner shall authorize the city to implant a microchip beneath the skin of the dangerous dog for positive identification of the animal, at the owner's expense.
 - (7) The dangerous dog must be spayed or neutered.
 - (8) The owner must allow an annual inspection of the residence where the dog is kept to ensure continued compliance with all requirements of this section. More frequent inspections may be conducted in response to specific complaints regarding noncompliance with these requirements.
- (b) If the owner of a dog determined to be dangerous is unable or unwilling to comply with the ownership requirements listed above, the owner shall deliver the dog to the city no later than the thirtieth (30th) day after the owner learns the dog is a dangerous dog. A dog determined to be dangerous under this chapter shall not be offered for adoption, rescue, or sale. The dangerous dog will be euthanized humanely.

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- (c) If, on application of any person, a justice court, county court, or municipal court finds, after notice and hearing that the owner of a dangerous dog has failed to comply with subsection (a) or (b), the court shall order the city to seize the dog and shall issue a warrant authorizing the seizure. The city's animal control officers shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions.
- (1) The hearing must be held not later than the tenth (10th) day after the date on which the dog is seized or delivered.
 - (2) The court shall give written notice of the time and place of the hearing to:
 - (A) the owner of the dog or the person from whom the dog was seized; and
 - (B) the person who made the complaint, if the contact information is available.
 - (3) Any interested party, including the county or city attorney, is entitled to present evidence at the hearing.
 - (4) The court shall determine the estimated costs to house and care for the impounded dog during the appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs.
 - (5) An owner or person filing the action may appeal the decision of the municipal or justice court in the same manner for appealing the dangerous dog determination.
- (d) The owner shall pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the dog. Costs must be paid to the city in cash or certified funds only.
- (e) The court shall order the city to humanely destroy the dog if the owner has not complied with subsection (a) before the eleventh (11th) day after the date on which the dog is seized or delivered to the city, except that, notwithstanding any other law or local regulation, the court may not order the destruction of a dog during the pendency of an appeal. The court shall order the city to return the dog to the owner if the owner complies with subsection (a) before the eleventh (11th) day after the date on which the dog is seized or delivered to the authority.
- (f) The court may order the humane destruction of a dog if the owner of the dog has not been located before the fifteenth (15th) day after the seizure and impoundment of the dog.

(g) Notwithstanding any other law or local regulation:

(1) any order to destroy a dog is stayed for a period of 10 calendar days from the date the order is issued, during which period the dog's owner may file a notice of appeal; and

(2) a court, including a justice court, may not order the destruction of a dog during the pendency of an appeal.

(f) The court may order the humane destruction of a dog if the owner of the dog has not been located before the 15th day after the seizure and impoundment of the dog.

Sec. 6.77. Defense to determination of dangerous dog.

It is a defense to the determination a dog is dangerous and to the prosecution of the owner of the dog:

- (a) ~~[If the threat, injury, or damage was sustained by a person who at the time was committing a willful trespass or other tort upon the premises occupied by the owner of the dog;]~~
- (b) ~~(a)~~ If the person was teasing, tormenting, abusing or assaulting the dog or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the dog;
- (c) ~~[If the person was committing or attempting to commit a crime;]~~

(d) [If the dog was protecting or defending a person within the immediate vicinity of the dog from an attack or assault;]

(e) ~~(b)~~ If the dog was injured and responding to pain; or

(f) ~~(c)~~ If the dog was protecting its offspring, itself or its kennelmates.

(d) The court may not order the dog destroyed if the court finds that the dog caused the serious bodily injury to a person by attacking, biting, or mauling the person and:

(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.

Sec. 6-78. Violations.

(a) It is an offense under state law if a person is the owner of a dangerous dog and the dog makes an unprovoked attack on another person or other animals outside the dog's enclosure and causes bodily injury to the other person or other animals. If a person is found guilty of an offense under this section, a court may order the dangerous dog be euthanized humanely.

(b) It shall be a violation of this chapter for the owner or keeper of a dangerous dog to:

(1) Fail to comply with any of the requirements of owners of dangerous dogs;

(2) Fail to notify the department of a change of status; or

(3) Fail to keep the dog confined at no cost to the city during the hearing process.

(c) The owner, keeper, or person in control of a dog or coyote that the owner, keeper, or person knows is accustomed to run, worry, or kill livestock, domestic animals, or fowls may not permit the dog or coyote to run at large.

Sec. 6-79. Attacks by dangerous animals.

(a) The owner or keeper of a dangerous animal, which, when unprovoked, inflicts severe injury or death to a person or bites a person on public or private property while off the owner's property, shall be guilty of a Class C misdemeanor.

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- (b) It shall be a violation of this chapter for an owner or keeper to intentionally, knowingly, or recklessly fail to prevent a dangerous animal from:
- (1) Killing or wounding, or assisting in the killing or wounding of any domestic animal belonging to or in the possession of another person; or
 - (2) Attacking, assaulting, biting or otherwise injuring any person or assisting in the attack, assault, biting, or other injury of any person whether or not the animal was within the enclosure of the owner or keeper; was on a leash or securely muzzled; or escaped without the knowledge or consent of the owner or keeper.
- (c) A justice court, county court or municipal court shall order the city animal control officers to seize a dangerous animal and shall issue a warrant authorizing the seizure:
- (1) On the sworn complaint of any person, including the county attorney, city attorney or a peace officer, that a dangerous animal, other than a dangerous dog as determined under this chapter, has caused the death of or serious bodily injury to a domestic animal or person by attacking, biting or mauling; and
 - (2) On a showing of probable cause to believe that the dangerous animal caused the death of or serious bodily injury to the domestic animal or person as stated in the complaint. Animal control officers shall seize the dangerous animal and shall provide for the impoundment of the dangerous animal in secure and humane conditions until the court orders the disposition of the dangerous animal.
- (d) A hearing shall be held not later than the tenth (10th) day after the date on which the court issues the warrant. The court must provide written notice of the time and place of the hearing to the owner of the dangerous animal or the person from whom the animal was seized and the person who made the complaint. Any interested party, including the county attorney or city attorney is entitled to present evidence at the hearing.
- (1) If the court finds the animal caused the death of a person by attacking, biting or mauling it shall order the animal euthanized humanely.
 - (2) If the court finds the animal caused the death of a domestic animal, or serious bodily injury to a domestic animal or person by attacking, biting or mauling, the court may order the destruction of the animal.
 - (3) If the court finds the animal did not cause the death or serious bodily injury of a domestic animal or person, the court shall order the animal released to its owner, the person from whom the animal was seized, or any other person authorized to take possession of the animal.
 - (4) The court may not order euthanization of a dangerous animal if the court finds the animal caused serious bodily injury to a domestic animal or person by attacking, biting or mauling the domestic animal or person: and
 - (A) The animal was being used for the protection of a person or person's property, the attack occurred in an enclosure in which the animal was being kept, the enclosure was reasonably certain to prevent the animal from leaving the enclosure on its own and provided notice of the presence of the animal and the injured person was at least eight (8) years of age, and was trespassing in the enclosure when the attack occurred;
 - (B) The dog was not being used for the protection of a person or person's property, the attack occurred in an enclosure in which the animal was being kept, and the injured person was at least eight (8) years of age and was trespassing in the enclosure when the attack occurred;
 - (C) The attack occurred during an arrest or other action of a peace officer while the peace officer was using the animal for law enforcement purposes;
 - (D) The dog was defending a person from an assault or person's property from damage or theft by the injured person; or

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- (E) The injured person was younger than eight (8) years of age, the attack occurred in an enclosure in which the animal was being kept, and the enclosure was reasonably certain to keep a person younger than eight (8) years of age from entering.
- (e) If the court orders euthanization of the dangerous animal, it must be performed by a licensed veterinarian; personnel of a recognized animal shelter or humane society who are trained in the humane euthanization of animals; or city personnel trained in the humane euthanization of animals.
- (f) The provisions under this section shall not apply to any law enforcement agency where a dog is being used for law enforcement purposes.
- (g) It is a defense to prosecution that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes.**

Section 3. The City of Eagle Pass Code of Ordinances, **Chapter 6, Article V, Section 6-125, 6-126, 6-127, and 6-129, 6-131, 6-132, 6-135,** are hereby amended as follows:

Sec. 6-125. Required vaccination.

An owner of a dog or cat must have the animal vaccinated against rabies by the time the animal is four (4) months of age and at regular intervals thereafter in a manner that satisfies the requirements of state law. It is an offense under state law for an owner of a dog or cat to fail to vaccinate an animal in accordance with this chapter.

(a) A veterinarian who vaccinates a dog or cat against rabies shall issue to the animal's owner a vaccination certificate in a form that meets the minimum standards approved by the executive commissioner.

(b) A county or municipality may not register or license an animal that has not been vaccinated in accordance with this section.

Sec. 6-126. Reporting, bites, scratches; zoonotic diseases.

- (a) Any veterinarian or other person having knowledge of an animal bite or scratch to an individual or other animal within the city that the person could reasonably foresee as capable of transmitting rabies, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the director, who is also the local rabies control authority immediately.
- (b) Any veterinarian or other person having knowledge of an animal diagnosed as having any reportable zoonotic disease shall report same to the director within five (5) days.

The report must include:

(1) the name and address of the victim and of the animal's owner, if known; and

(2) any other information that may help in locating the victim or animal.

(c) The local rabies control authority shall investigate a report filed under this section.

- (c) The owner of such diseased or biting or scratching animal who learns of such incident shall immediately give his name and address together with the ~~[animal's license number and]~~ date of last rabies vaccination to the person bitten or injured, or to a parent or guardian of such person who is under the age of eighteen (18) years. The owner shall notify the director within twenty-four (24) hours of his name; ~~[the animal's license number];~~ the name of the injured person, and other information requested by the director related to the animal and injured party.

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- (d) If the animal control officer is present, the owner/keeper shall immediately surrender the animal. If an animal control officer is not present and the owner/keeper does not surrender the animal to the animal control facility within twenty-four (24) hours of the incident occurring, the director or any appointed animal control officer shall seize and impound any animal for rabies observation upon the sworn affidavit of any person with knowledge that the animal has bitten a person or another animal. An administrative search warrant shall be obtained from any municipal court judge or other magistrate to enter onto private property to search for the biting animal if permission to enter is not given.

Sec. 6-127. Confinement of biting, scratching animals.

- (a) The owner of any animal within the city which has bitten or scratched a person or other animals so as to have caused an abrasion or break of the skin shall, on demand of the director or any animal control officer, immediately surrender such animal to the animal facility, or other state approved rabies quarantine facility for observation for a period lasting not more than ten (10) days after the date of the incident, subject to the provisions of subsection (b).
- (b) The owner of any animal that has bitten or scratched any person shall be allowed to assume personal responsibility for confining/quarantining the animal for the observation period of ten (10) days, only under the following circumstances:
- (1) Secure facilities must be available at the home of the animal's owner, and must be approved by the director;
 - (2) The animal was currently vaccinated against rabies when the exposure incident occurred;
 - (3) The animal was not in violation of any laws or ordinances at the time of the bite; and
 - (4) The director or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the director must be notified by the person having possession of the animal. At the end of the observation period, the release from quarantine must be accomplished in writing by the veterinarian who will attest to the health of the animal.
- (5) The animal may not be removed from the home or come into contact with persons or other animals not residing on the premises.
- (c) If an animal is believed to have rabies or has been bitten by an animal suspected of having rabies, such animal shall be quarantined for observation by a veterinarian for the appropriate period as required by state law.
- (d) Violation of the observation confinement of the biting animal as provided in subsection (b) shall be just cause for seizure and confinement of the animal in the animal care facility of the city.
- (e) All wild and/or stray animals involved in exposure incidents including biting, scratching or any other direct exposure by physical contact will be humanely euthanized in such a manner that the brain is not mutilated. The brain shall be submitted to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

Sec. 6-129. Confinement of animals potentially exposed to rabies.

The owner of any animal infected with rabies, or who reasonably suspects his/her animal of having such an infection, shall notify the police department, director, or the animal facility of the fact that the animal has been infected with or exposed to rabies. The director is empowered to have such animal removed from the owner's

premises to the animal facility, or at the request of the owner, such animal may be placed in a veterinary hospital, or Texas Department of State Health Services approved facility, and shall be placed under observation for the appropriate period as required by state law or humanely euthanized if conditions are not met. Whether confined in the animal facility or a veterinary hospital, the owner shall bear the expense of the confinement.

(a) Animals exposed to rabies shall be managed according to state law:

- 1) Vaccinated animals may be quarantined for a minimum of 45 days, provided they are revaccinated immediately.
- 2) Unvaccinated animals may be required to be euthanized, or may be placed under strict isolation for 90 days with revaccination and boosters administered according to DSHS guideline.

Sec. 6-131. Euthanasia of rabid animals, wild biting animals.

When in the opinion of the director, veterinarian, or state public health authorities an animal has exhibited signs of incipient rabies, the animal will be immediately euthanized and the brain submitted to a Texas Department of State Health Services certified laboratory approved by the director for diagnosis. In the case of biting wild animals, euthanasia shall be performed immediately and the brain submitted for rabies diagnosis. Owner is responsible for any costs or fees associated with euthanasia, transportation, and laboratory testing or If the animal is unowned or the owner cannot be located, the city may pursue reimbursement if the owner is later identified.

Sec. 6-132. Impoundment of animals unclaimed after quarantine.

Any animal quarantined at the city's animal facility not reclaimed by its owner within seventy-two (72) hours of the expiration of the quarantine or observation period provided in this chapter shall become the property of the city and may be offered for adoption or humanely euthanized if the veterinarian director has notified the animal's owner, if available, of the animal's scheduled destruction at the discretion of the director.

~~[Sec. 6-135. Joint animal vaccination drives.~~

~~The director is hereby authorized to conduct periodic rabies vaccination drives in cooperation with the County of Maverick for the public health benefit of the community.~~

Section 4. The City of Eagle Pass Code of Ordinances, Chapter 6, Article V, 6-131, 6-135, 6-150, 6-151, 6-153, 6-154, 6-155, 6-157 are hereby amended as follows:

Sec. 6-150. Animal nuisances.

- (a) Animal nuisance shall mean a public nuisance created within the corporate limits of the city by the following acts or omissions of an animal owner or keeper of any animal:
- (1) The keeping of an animal in such a manner whereby the animal is free of restraint to roam or run at large or at will.
 - (2) The keeping of an animal which barks or whines in such a manner, with such intensity, or with such continued duration, so as to annoy, distress, or disturb the quiet, comfort or repose of persons of normal sensibilities within the vicinity of hearing thereof. For the purpose of this chapter, an animal noise nuisance shall be defined as a minimum of two (2) separate recorded noise events over a period

of twenty-four (24) hours where the animal can be heard continuously for a twenty (20) minute period of time one hundred (100) yards away, or behind the wall of a livable structure.

- (3) The refusal or failure of an animal owner or keeper to prevent his animal from biting or injuring without provocation, any animal or person.
- (4) The keeping of an animal which has a propensity to damage or destroy public property or a person other than its owner's private property.
- (5) The keeping of more than a total of three ~~[(3) cats]~~ two (2) and/or ferrets. If securely confined within a structure, up to ~~[five (5) cats]~~ three (3) and/or ferrets may be kept.
- (6) The keeping of, or the permitting of others to routinely provide food or shelter for more than ~~[five (5)]~~ four (4) dogs or any member of the Canis familiaris on any property in the city other than a:
 - (A) Commercial boarding kennel;
 - (B) Veterinary facility;
 - (C) Pet shop;
 - (D) Place not zoned residential;

for a period exceeding seven (7) days. If all subject dogs are registered for competition in a dog show open to the public, the seven (7)-day period and legal limit of ~~[five (5)]~~ four (4) dogs shall not apply.

- (b) The following shall not constitute an animal nuisance:
 - (1) Up to seven (7) dogs may be kept on premises containing between ten thousand (10,000) square feet and one-half acre of land, if the dogs are enclosed by fencing located seventy-five (75) feet or more from any dwelling or business building owned or occupied by any person other than the owner.
 - (2) Up to ten (10) dogs may be kept on premises containing one-half acre to two (2) acres of land, if the dogs are enclosed by fencing at least one hundred fifty (150) feet from any dwelling or business building owned or occupied by any person other than the owner.
 - (3) Up to fifteen (15) dogs may be kept on premises containing more than two (2) acres of land, if the dogs are enclosed by fencing at least one hundred fifty (150) feet from any dwelling or business building owned or occupied by any person other than the owner.
 - (4) The number of dogs permitted under sub paragraphs (1) through (3) may be doubled if the animals are kept within a completely enclosed structure at least one hundred fifty (150) feet from any business or dwelling owned or occupied by any person other than the owner.
 - (5) The limit on the number of dogs and cats permitted shall not include pups and kittens of a litter until they are four (4) months old.
 - (6) Individuals with animals in excess of the amounts noted herein prior to the adoption of this article are exempt from the maximum requirements so long as animals are well taken care of, nourished, and treated humanely as determined by the director.

Sec. 6-151. Impounding abandoned or unrestrained animals.

- (a) The director or their designee may order the seizure and impoundment of any abandoned animal as defined in this chapter. Disposition of said seized and impounded abandoned animals shall be in accordance with sections 6-157, 6-158, and 6-159. Any trap, neuter and return (TNR) program that has been registered with the department shall not constitute a violation of this section.
- (b) Animal control officers or other law enforcement officers shall have the power to impound unrestrained animals for the purpose of abating the nuisance as follows:
 - (1) On public property, in all cases;

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- (2) On private property, if the consent of the resident or property owner is obtained;
 - (3) On private property, in all cases except fenced rear yards of residences, if the officer reasonably believes that the animal will run at large if not impounded.

Sec. 6-153. Return of captured animal to owner.

- (a) In addition to the issuance of a citation, the animal care officer may return an animal found at large to the known owner in lieu of impounding the animal.
- (b) The owner may redeem an impounded animal during normal business hours by paying the impoundment fee, sterilization fees if any, boarding fees, **vaccination fees** and the pre-release rabies vaccination fee if required by law for the subject species and proof of valid current vaccination cannot be produced.
- (c) On the first impound, of an intact dog or cat found at large, the department shall require the owner to enter into an agreement to sterilize the dog or cat before releasing it back to its owner **unless requirements for exception are met.** ~~unless the owner possesses or obtains a valid intact dog or cat license for the animal.~~ If an owner enters into a sterilization agreement, the owner shall provide proof of sterilization of the animal to the department within thirty (30) days from the date of the agreement.
- (d) On the second impound of a dog found at large, the intact dog license shall be revoked if applicable, and the owner shall agree to sterilize the dog, unless the dog qualifies for a certified medical exception from a licensed veterinarian, the dog is an exhibition or competition dog, or the dog is a police or military service dog. Owners of exhibition or competition dogs and police or military service dogs shall provide proof to the director or authorized designee. Under the sterilization agreement, the owner shall provide proof of sterilization of the dog to the department within thirty (30) days from the date of the agreement.
- (e) On the second impound of an intact cat found at large, the department shall sterilize the cat prior to releasing it back to its owner at the owner's expense, or require the owner of an intact cat to enter into an agreement to sterilize the cat before releasing it back to its owner, unless the cat qualifies for a certified medical exception from a licensed veterinarian, or the cat is an exhibition or competition cat. Owners of exhibition or competition cats shall provide proof to the director or authorized designee. If an owner enters into a sterilization agreement, the owner shall provide proof of sterilization of the cat to the department within thirty (30) days from the date of the agreement.
- (f) On the third impound of an animal found at large it shall become the property of the city, and shall be subject to adoption, rescue, foster or humane euthanasia at the discretion of the director or **their** designee.

Sec. 6-154. Notifying owner of impounded animal.

If the owner of an impounded animal can be identified, the animal control officer shall upon impoundment notify the owner at the address stated on the records of the department, **if any, or the address as determined by a scanned registered microchip.**

Sec. 6-155. Minimum time animals impounded; euthanasia authorized.

Impounded dogs and cats shall be kept for not fewer than three (3) days, excluding the day the animal is impounded and any days the animal facility is not opened, and shall be subject to adoption, rescue, foster or humane euthanasia at the discretion of the director thereafter. In the case of owned animals, the city may dispose of any unclaimed animal before this three-day period if the owner releases ownership of the animal to the city. If any impounded animal is determined by a licensed veterinarian or designee to be suffering from disease or injury

such that the animal is in pain or is beyond reasonable medical help, the animal may be euthanized immediately. In such a case, holding times otherwise specified in this Code will not apply. Due to their immature immune system, any abandoned animal under four (4) months of age shall immediately become the property of the city, for humane disposition, and may be offered for adoption or humane euthanasia at the discretion of the director **or of a licensed veterinarian who determines the animal is abandoned, unfit for survival, or at heightened risk due to age or health.**

Sec. 6-157. Charges for reclaiming, adopting impounded animals; liability of claimant.

- (a) Any owner reclaiming an impounded animal shall, before the animal will be released to him, pay impoundment and boarding fees. The director or **their** designee is authorized to reduce or waive impoundment and/or boarding fees. No deposit or fee shall be charged to a breed rescue organization adopting an impounded animal.
- (b) No animal shall be released from the animal care facility without the owner presenting proof that the animal has had a rabies vaccination in compliance with the requirements of state law. An owner of any dog or cat who cannot provide proof of said rabies vaccination shall be subject to a fee for rabies vaccination of each dog or cat. In addition, no animal shall be released without being ~~[registered with the city]~~ **microchipped if services are available.**
- (c) Any citizen reclaiming or adopting any animal under the provisions of this section shall be liable for any applicable fees.
- (d) All animals adopted from the animal care facility shall be spayed or neutered within thirty (30) days unless this procedure has already been accomplished. Persons adopting animals from the animal care facility shall pay the applicable fees for adopting a dog or cat. As an incentive for the adoption of animals, the director is authorized to advertise and reduce or waive adoption fees.
- (e) The city animal care facility is authorized to accept animals for humane disposition from individuals who reside in the city **provided the individual pays all applicable fees associated with the intake, care, and disposition of the animal as set by the city's adopted fee schedule.**
- (f) At the time animals are reclaimed from the animal care facility they will be identified by the implantation of a microchip so the animal, if ever lost or stolen, can be returned to its owner. (If a microchip service is available).
- ~~[(g) If an animal that is impounded is sterilized, currently vaccinated for rabies and registered with the city, the director will not charge an impound fee for the first impound only. The animal must be reclaimed within the time limits prescribed by this section. The initial impound will count as a first impound in assessing fees for any future impounds and is applied on a per residence basis.]~~

Section 5. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 6. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction,

such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7. This Ordinance shall become effective immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS__DAY OF_____2025.**

**AARON E. VALDEZ
MAYOR**

ATTESTED:

**ERIKA RODRIGUEZ
CITY SECRETARY**

APPROVED AS TO FORM:

**ANA SOPHIA GARCIA
CITY ATTORNEY**

RESOLUTION NO. ____-R

**A RESOLUTION AMENDING EXHIBIT A OF
RESOLUTION 2019-60R OF THE CITY COUNCIL OF
THE CITY OF EAGLE PASS, TEXAS,
AUTHORIZING IMPLEMENTATION OF THE
CHANGES MADE TO CHAPTER 380 ECONOMIC
INCENTIVES POLICY.**

WHEREAS, the Texas Local Government Code Chapter 380 allows City Council to establish programs, including programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity; and

WHEREAS, the City of Eagle Pass has a special public interest to accelerate development; and

WHEREAS, the City seeks to enhance its economic development efforts to attract and retain high quality development and jobs by establishing this Chapter 380 Economic Development Program Policy; and

WHEREAS, any agreement between the City and an applicant pursuant to these policies shall insure the public interest is protected and that the public benefit shall be greater to the exchange for any public funds, assets or services provided by the City within this program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS:

SECTION 1. That the City of Eagle Pass Economic Stimulus Initiative – Chapter 380 Policy attached hereto as exhibit “A” be adopted as the City of Eagle Pass Incentives Policy.

READ, PASSED, AND APPROVED this 2nd Day of September, A. D., 2025

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

RESOLUTION NO. R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, APPROVING THE RELEASE OF PARKLAND DEDICATION FUNDS IN THE AMOUNT OF \$208,150 TO MAVERICK COUNTY FOR THE IMPLEMENTATION OF A FITNESS COURT PROJECT AND OTHER PARKLAND IMPROVEMENTS; RECOGNIZING THAT SUCH FUNDS WERE COLLECTED BY THE CITY ON BEHALF OF MAVERICK COUNTY AND ARE TO BE USED IN ACCORDANCE WITH PARKLAND DEDICATION REQUIREMENTS.

WHEREAS, the City of Eagle Pass previously collected parkland dedication fees pursuant to applicable subdivision and land development regulations, for the purpose of supporting the development and improvement of parkland facilities in areas affected by new development; and

WHEREAS, these parkland dedication funds were collected specifically for parkland improvements within Maverick County, and have been held by the City of Eagle Pass in trust for that purpose; and

WHEREAS, , parkland dedication fees are restricted funds that may be used only for the acquisition, development, or improvement of public parks and recreational facilities, including but not limited to site preparation, land acquisition, installation of landscaping, playground and fitness equipment, extension of utilities, and associated engineering or planning costs; and

WHEREAS, Maverick County has formally requested the release of such parkland dedication funds in the amount of \$208,150 to implement a public fitness court project and to carry out additional parkland improvements within Maverick County; and

WHEREAS, the City Council finds that the requested use of these funds is consistent with the intent and requirements of parkland dedication regulations and serves the public interest by enhancing recreational opportunities and facilities available to the residents of Maverick County including residents of Eagle Pass and the surrounding areas; and

WHEREAS, the City Council desires to authorize the release of these funds to Maverick County for eligible uses consistent with their intended purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, that:

SECTION 1. The City Council hereby authorizes the release of parkland dedication funds in the amount of \$208,150 to Maverick County for the purpose of implementing a fitness court project and for other eligible parkland improvements within Maverick County.

SECTION 2. The funds released shall be used exclusively for purposes consistent with parkland dedication requirements, including but not limited to the

development, improvement, or acquisition of public park and recreational facilities, such as land preparation, landscaping, utility extensions, installation of fitness or play equipment, and related infrastructure or planning work.sale of the same either privately or publicly, upon the best terms and conditions that he as City Manager deems to be in the best interest of the City.

SECTION 3. This use of parkland dedication funds is consistent with the original intent under which such funds were collected and supports the provision of adequate park facilities.

SECTION 4. This Resolution shall take effect immediately upon its passage.

READ, PASSED, AND APPROVED this 2nd Day of September , A.D., 2025.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

COUNCIL COMMUNICATION

MEETING DATE: Sept. 2, 2025	SUBJECT OF DELIBERATION: Approve payment for change order #1 for Hike & Bike Trail
REQUESTED BY: Engineering	DEPARTMENT SOURCE: Engineering
BACKGROUND/PREVIOUS ACTION: Since this project did not originally include an irrigation system, we made certain adjustments that resulted in savings, allowing us to fund the installation of the irrigation system, extend the chain link fence, construct the retaining walls on both sides of the bridge, and install an access gate as well as the plaque signs. Additionally, extra excavation beyond the original project scope was required, along with embankment work, the inclusion of a metal handrail meeting TxDOT type and ADA specifications, and additional concrete to widen the trail where the handrail was installed.	
COST: \$46,586.93	BUDGETED or FUNDING SOURCE?: CIP
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approve payment for change order #1 for Hike & Bike Trail.	
FINANCE DIRECTOR’S COMMENTS:	
CITY MANAGER’S COMMENTS:	
LEGAL COUNSEL COMMENTS:	
ATTACHMENTS: Change Orders Attachment #1 & Change Order #1 Hike & Bike	
SUGGESTED MOTION: Approve payment for change order #1 for Hike & Bike Trail	



CITY OF EAGLE PASS CHANGE ORDER



No: 01

To ENGINEERING DEPARTMENT	
Attn. ING. ABELARDO VARA	
Address CITY OF EAGLE PASS TX	
City, State, Zip	
Phone	Date

PROJECT : EAGLE PASS HIKE AND BIKE TRAIL	
Job Location : SPORT COMPLEX EP	
Existing Contract Number RFP#2024-025	
Existing Contract Date	
Time Extension (if applicable)	

We hereby agree to make the following change(s):		Amount +/-
ADDITIONS (ATTACHMENT #01)		\$ 219,378.74
DEDUCTIONS (ATTACHMENT #01)		\$ 172,791.81
TOTAL PRICE FOR CHANGES		\$ 46,586.93
REVISED CONTRACT TOTAL		\$ 1,863,248.29

THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT.

We hereby agree to make the change(s) specified above at the price indicated per this Change Order.

The prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the established terms and conditions specified in the original contract unless otherwise specified.

Contractor Signature	City Manager Signature	City Engineer Signature
Date of Acceptance	Date of Acceptance	Date of Acceptance



**CITY OF EAGLE PASS
HIKE AND BIKE TRAIL**

AUGUST 7TH, 2025

CHANGE ORDER #1

ATTACHMENT #01

BID ITEM	ITEM DESCRIPCION	UNIT	QTY	UNIT PRICE	IMPORT
DEDUCTIONS					
1	SHELTER (PREFABRICATED METAL SHADE ESTRUCTURE	EA	4.00	\$ 33,750.00	\$ 135,000.00
2	BROADCAST SEEDING (WILDFLOWER MIX)	LS	1.00	\$ 24,800.00	\$ 24,800.00
3	TREE INSTALLATIONS(ATTACHMENT #1)	LS	1.00	\$ 12,991.81	\$ 12,991.81
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
TOTAL OF ALL DEDUCTIONS					\$ (172,791.81)

BID ITEM	ITEM DESCRIPCION	UNIT	QTY	UNIT PRICE	IMPORT
ADDITIONS					
1	OPEN AIR SERIES CANOPY PICNINC TABLE WITH ROUND PERFORATIONS	EA	4.00	\$ 22,755.00	\$ 91,020.00
2	TREE INSTALLATION (ATTACHMENT #2)	LS	1.00	\$ 13,811.51	\$ 13,811.51
3	IRRIGATION SYSTEM FOR 5 STATIONS <i>(7 TREES INCLUDED EACH)</i> AND IRRIGATION FOR 6TH STATION <i>(TREES IN 6TH STATION DONATADE BY TGC)</i>	LS	1.00	\$ 55,738.30	\$ 55,738.30
4	CHAIN LINK FENCE ADDED FOR EACH TREE STATION (APROX 70 LF)	LS	1.00	\$ 5,024.22	\$ 5,024.22
5	METAL HANDRAIL TX DOT TYPE. PRICE INCLUDES: THE BOTTOM REINFORCEMENT FOR ADA SPECIFICATIONS	LF	221.00	\$ 40.00	\$ 8,840.00
6	531-6002 CONCRETE SIDEWALKS 3000 PSI	SY	7.00	\$ 61.19	\$ 428.33
7	132-6007 EMBANKMENT FINAL TYPE D	CY	27.00	\$ 71.89	\$ 1,941.03
8	110-6002 EXCAVATION	CY	395.00	\$ 50.33	\$ 19,880.35
9	C.M.U RETAINING WALL AT SIDE OF THE BRIDGE FOR METAL DOOR ENTRANCE	LS	1.00	\$ 3,795.00	\$ 3,795.00
10	SIGNS SUPPLIER (OCA SIGN) CITY OF EAGLE	LS	1.00	\$ 18,900.00	\$ 18,900.00
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
TOTAL OF ALL ADDITIONS					\$ 219,378.74

NET DIFERRECE \$ 46,586.93



Customer Success Agreement for **The City of Eagle Pass**

Customer

The City of Eagle Pass
Homero Balderas, City Manager
1100 Eidson Road, Eagle Pass, TX 78852,
Phone: 8307730679
Email: homero.balderas@eaglepasstx.gov

Hauler Hero

Hauler Hero, Inc.
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A note from our founders

Rain or shine, flat tire or full, sick or healthy, pandemic or not—the trash must get picked up. Haulers can go it alone and make it work in every area of their business, and they do. But when it comes to your software, we think it's too long that the people who build and provide software have let our industry down. We have brought world-class technology with easy-to-use design, a flexible enterprise architecture, a service mindset and software that just works.

We aren't the guys you're going to want to call when your truck won't start or when you can't hire a good driver. But if you want your dispatching, billing, and reporting systems to work? Then partnering with us is a step we know you won't regret. We're a tight-knit group of software and waste and recycling veterans who have built billion-dollar companies that have serviced blue collar workers in just about every industry. And we will do whatever it takes to make sure our software not only works for you, but that it also remains the very best the industry has to offer.

Because, no matter what, the trash must get picked up.

We're excited and we can't wait to show you more.

Mark Hoadley & Ben Sikma

Co-Founders, Hauler Hero

Testimonials



Witness the power of Hauler Hero in action!

Kirk Goode shares firsthand how Hauler Hero has revolutionized their waste management processes, from seamless scheduling to efficient billing. His insights highlight the tangible benefits of using Hauler Hero for waste management businesses like **US Refuse**.



See Hauler Hero's platform in use as we capture how it streamlines operations and brings smiles to the faces of waste management professionals (in the office and out in the field!).

"With 35 years in the trash hauling business, switching to Hauler Hero made routing significantly easier. We're dealing with fewer complaints and getting paid faster."

Kirk Goode - US Refuse

Hear from our customers

"With the billing cycle, it's quick, we were done by 1030 Monday morning and no joke, before Hauler Hero it was an 8 hour process from start to end."

Jessica Smith
Grogan Disposal,
Office Manager



"In our last software, to sequence a route and put it back in would take me almost half a day. This workflow is more efficient and it's made my life a lot easier."

Justin Cutler
Major Waste,
Operations Manager



"Everything is all in one location. The way I was doing it before was so time consuming. This is like, whoa, I have more time. So now I can do what?"

Nicole Tracey
Lake Area Waste,
Administrator



"Before, we had three or four operating systems that not everybody was trained on. Now we have one system that has all the routing and billing for all our customers."

Matthew Simpson
Greenleaf Recycling,
COO



"The upgrades that they said were going to make have happened. I really feel that they understand haulers and our needs, also things that we don't even know that we need."

Carrie Josephson
Olson Sanitation,
Office Manager



"Before Hauler Hero, our workflow was a jigsaw of different applications for invoicing, scheduling, and routing. Now, everything is streamlined in one integrated solution."

Jenna Parent
J. P. Waste Management,
Owner



Why Hauler Hero?

Our software streamlines dispatching, delivery, communication, and back-office processes, giving you the control, visibility, and efficiency to keep haulers running on time and on budget. With Hauler Hero, you can also expect significant benefits:

19%

**Faster Cash
Collection**



15%

**Lower
Customer Churn**



14%

**Fewer
Customer Calls**



14 hrs/wk

**Saved Per
Office Employee**



Welcome!

Dear Homero ,

Welcome to Hauler Hero! We can't wait to make you and your team's lives vastly easier and are thrilled to be working with you.

To summarize our Proposal, Hauler Hero's pricing is based on the number of active trucks you plan to manage using the platform, regardless of whether each driver uses the mobile app (has a login). Your plan includes unlimited office users and GPS tracking. For details on your plan, fees, and service, please see below.

Best,
Park Gamble

Services

Core Service

Business management software with functionality for customer management, customer portal, billing & payments, reporting, pricing, route management, and mobile Android tablet software for drivers.

Getting Started Package



Data migration and implementation



Best practices consultation



Account setup and configuration



Production account access



Training of drivers and office staff



Pre-launch review & Remote go-live support

Support



Unlimited customer support service

Fees

Subscription Fees: Customer commits to a minimum monthly license count of 14 managed trucks. Customer agrees to pay \$255 per managed truck per month, paid yearly in advance. Note – the Cost of Managed Truck includes (new) Route Sequencing feature at \$10 per month per truck.

Implementation + Data Migration: \$15,000 (one time)

Contract Terms

Initial term of one (1) year (subject to renewal as set forth in the Agreement). Term shall start on the earlier of _____ or when customer receives access to a production account containing their imported data (the “Effective Date”).

Initial Deposit

Implementation: \$15,000 (one time)

Annual Subscription Fee (14 licenses @ \$255 per month): \$42,840

Initial Deposit: Implementation (\$15,000) + 3 months of Service 14 trucks (\$10,710) = **\$25,710**

Customer agrees to enter their ACH payment details and set up AutoPay at time of signing. If AutoPay is not turned on, Customer authorizes Hauler Hero to enable AutoPay on behalf of Customer. The first quarter of service paid will be applied to the Customer’s account as a credit on the Effective Date.

Agreement

This agreement (“Agreement”) is entered into as of _____ between Hauler Hero, Inc. (“Hauler Hero”), and the customer listed above (“Customer”). This Agreement includes and incorporates Hauler Hero's standard Enterprise Terms, which are attached hereto, and all of which are in each case hereby incorporated by reference. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Hauler Hero

The City of Eagle Pass

Mark Hoadley

Homero Balderas, City Manager

Statement of Work

Project Overview

The implementation consists of three phases: Discovery & Planning, Execution & Go Live, and Transition to Success.



Phase One: Discovery and Planning

During the Discovery and Planning phase, your Hauler Hero Project Manager will work with you to define your business objectives and plan the implementation process. Our project will kick-off with a welcome call with your Implementation Manager, during which we will review a high level overview of the implementation process. We will also make recommendations and suggest changes to your existing processes as necessary in order to ensure that you fully utilize the capabilities of Hauler Hero and achieve your business objectives.



Phase Two: Execution and Go Live

The Execution phase is guided by the Project plan from Discovery & Planning. Your team and Hauler Hero will collaborate to configure the system to meet your daily operational needs. Throughout the implementation, online sessions tailored to your team will be conducted, and it's important for appropriate team members to participate or review recordings before the go-live phase. Hauler Hero will provide assistance during the transition period, and three weeks of remote post go-live support will be offered. If on-site services were included, they may be substituted or canceled if necessary for safety reasons concerning your team, Hauler Hero employees, or the community.



Phase Three: Transition to Success

To ensure your long-term success with Hauler Hero, your Project Manager will introduce you to your Customer Success Manager after support post go-live. Your Customer Success Manager will be your long-term consultant to ensure you are maximizing your use of Hauler Hero and are aware of new feature updates and releases. Throughout the process, you will have access to our Customer Support Team.

Scope

Data Migration



Hauler Hero will migrate Customer data which can be accessed and extracted from one existing software platform into Hauler Hero. If data cannot be extracted directly, Customer will need to provide it in tabular format (XLS or CSV files) via report or export. Data from additional sources can be added by providing it in our template format. Cleaning up, reformatting, or removing duplicate records from the source system is the responsibility of the Customer.



Customer shall review all migrated data for accuracy and notify Hauler Hero of any incorrectly migrated or missing data prior to their Go-Live. By completing this thorough review prior to Go-Live, Customer ensures that Hauler Hero will have adequate time to escalate any inaccurate data and work to resolve the issues.



Hauler Hero will request Customer review data once migrated data is ready to be reviewed. Hauler Hero requests that, upon receipt, Customer completes the review within a reasonable amount of time. The Customer Go-Live date may be pushed at Hauler Hero's discretion if the data checklist has not been completed by Customer according to the project plan schedule. Failure to review all migrated data and to identify any inaccurate prior to Go-Live may result in incomplete and/or incorrect data at time of Go-Live and could also result in data requests being processed on a substantially longer timeline.



Customer is responsible for providing an AR Aging report within the same immediate time frame that Customer's existing software backup is generated. This will allow for a snapshot in time of balances that is in line with the data loaded into Hauler hero. Without an AR Aging report from a similar timeframe, the accuracy of reporting may be off, and manual adjustments will need to be made by Customer.



Customer is responsible for providing an accurate AR Aging report in line with data pull dates in order for the Hauler Hero team to set the AR balances accurately within Hauler Hero.



Customer is responsible for reviewing and signing off on AR balance accuracy within Hauler hero prior go-live.

Payment Token Migration



Customer is responsible for obtaining tokens and corresponding account identifiers from their existing payment processing and/or software service provider if Customer chooses to securely migrate stored credit card and/or ACH data to Hauler Hero.



Customer is responsible for complying with all Payment Card Industry (PCI) requirements and data privacy regulations during the token data migration.



Customer is responsible for ensuring that tokens are passed to Hauler Hero and its affiliates in a secure fashion; that tokens represent a valid and correct payment method for the cardholder or account holder; that any required cardholder or account holder consents are obtained; and that tokens are related to the correct Hauler Hero account via a spreadsheet that Customer provides to Hauler Hero and its affiliates.



Should Customer experience delays in executing Customer responsibilities for the token migration, Customer can begin enrolling accounts through Hauler Hero or, if Customer data has not been migrated to production for go-live yet, Customer may request to delay the go-live and pay the Re-allocation Fee.

System Configuration



Hauler Hero will lead a number of calls throughout the implementation process to ensure your account (“Tenant”) is configured properly based on Hauler Hero best practices. Customer’s Internal Project Manager is responsible for ensuring the appropriate parties attend all assigned calls and training, coming prepared with all prerequisite items required to maximize the efficiency of the call.



Hauler Hero will provide training and guidance to Customer’s Internal Project Manager and Team Managers designated by Customer on how to configure the system. Customer will be responsible for inputting the correct information in the appropriate Hauler Hero configuration screens. Hands-on practice inputting the information is an integral part of learning Hauler Hero.

Price Book



Hauler Hero will assist and consult with Customer on the configuration of priced services, fees and taxes for the Hauler Hero Pricing Manager.



When not available in the Customer's original software, Hauler Hero will provide will provide a template that will allow Customer to batch import Pricing Manager items and information (Services, Fees, Taxes) into Hauler Hero.



Customer will be responsible for converting any pre-existing pricing data into the Hauler Hero excel Pricing Manager format. PDF or excel files with multiple tabs need to be converted into the appropriate format.

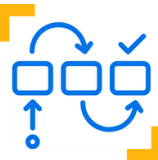


Customer will be responsible for the creation of the Pricing Manager.

Workflow Process Development



Hauler Hero will provide best practice guidance when implementing standard workflow processes for Hauler Hero.



To ensure reporting and other metrics within the system are accurate, Customer may need to adjust their existing workflows and business processes to align with Hauler Hero's standard workflow processes.



If desired, Customer is responsible for drafting and maintaining Change Management, Workflow, and User Role documentation as it relates to internal Customer processes.

Training



Customer's team will have access to training sessions and recordings provided by Hauler Hero.



It is Customer's responsibility to ensure that all team members complete assigned training tasks, join training sessions, and/or view recorded training sessions assigned prior to conducting any live training.



Hauler Hero will work with Customer to discuss and plan the training strategy for the week of go-live, and will update the schedule as needed as we draw closer to the date.

User Acceptance Testing



Hauler Hero will provide standard User Acceptance Testing Documentation that Customer is required to use to validate the expected functionality of Hauler Hero prior to the week of Go-Live.



Customer will perform all User Acceptance Testing and will report any deficiencies to its Hauler Hero Project Manager, who will address the deficiencies by providing a solution or an alternative approach.



Failure to complete the User Acceptance Testing in good faith, prior to the week of Go-Live, may result in the Go-Live date getting delayed; this will be based on the Project Manager's assessment of the Customer's level of readiness.

Project Management

Roles and Responsibilities:

Hauler Hero will provide subject matter experts who are able to provide industry best practices as they relate to Hauler Hero. To ensure a successful implementation, the expectation is that Customer will provide team members who will oversee the implementation process and ensure that Customer's deliverables are promptly executed, training is attended, and change leadership is provided throughout. Below is a table with expected time commitment by role for all of Customer's team members.

The time required to implement a large Enterprise Resource Planning and Customer Relationship Management system like Hauler Hero is significant. A strong commitment of time and expertise from both partners, Hauler Hero and Customer, is critical to ensure a successful implementation. The below estimates are based on the assumption of a Hauler operating 15 trucks daily and will be scaled up or down based on the size and complexity of the implementation.

	Resource	Responsibility	Hours
Customer	Owner/GM	Executive Stakeholder, Final Decision Maker, Change Leader, Responsible or Project Manager	10
Customer	Internal Project Manager (Point of Contact)	Time and Authority to Configure System, Ensure Task and Training Completion by Managers, Staff, and Technicians, Ensure Attendance of All Employees at all Workshops and Trainings	80
Customer	Team Managers	Fully Participate in Functional Trainings, Configuration of System, Accountability of Team Members for Training, Go-to Hauler Hero Expert in Department	15
Customer	Office Staff	Complete Self-Paced Training, Practice, Attend On-site Training	5
Customer	Drivers	Complete Self-Paced Training, Practice, Attend On-site Training	5
Hauler Hero	Executive Leader	Provide Support to Project Manager to Secure Resources, Remove Obstacles for Success	10
Hauler Hero	HH Project Manager	Oversee the Successful Implementation of the Project, Conduct Calls to Guide Customer in the Implementation, Secure Resources from Hauler Hero Teams, Lead On-Site Implementation Process.	60
Hauler Hero	Data Engineer(s)	Migrate Data from Existing System to Hauler Hero	30

Project Plan:

While the actual Project Plan will be communicated shortly after the Welcome Call, below is a sample Project Plan to help clarify what kind of tasks and trainings Customer should expect during the Implementation:

	Start	End
Project start	Day 1	Day 1
Data collection from existing software	Day 3	Day 3
Data import to preview (UAT environment)	Day 10	Day 14
First look at data in preview	Day 15	Day 15
First set of clean-up tasks created and entered	Day 17	Day 17
Review first clean-up	Day 23	Day 23
Second set of clean-up tasks created and entered	Day 24	Day 24
First office training	Day 26	Day 26
Review second clean-up	Day 29	Day 29
Second Training	Day 29	Day 29
Third Training	Day 30	Day 30
Route review	Day 31	Day 31
Tablet training	Day 31	Day 31
Data sign-off	Day 31	Day 31
Final data pull	Day 36	Day 36
Production account presentation	Day 37	Day 37
Go-Live starts	Day 37	Day 37
In-depth training and real-time support	Day 37	Day 37
Driver tablet training	Day 38	Day 38
Review reports	Day 39	Day 39
Final clean-up tasks	Day 40	Day 45

Project Plan:

Hauler Hero has resourced your implementation for a slated start date of _____ and a go-live date of _____ (to be provided shortly after the implementation welcome call).

In order to accomplish this, resources have been procured, trained, and allocated to this project. Hauler Hero has a finite capacity to implement and only a select number of slots each month in which to enable customers to go live on Hauler Hero software. By moving forward with this agreement, Customer understands that if Customer misses certain deadlines such that the go live timetable needs to shift by more than one week, Hauler Hero may be unable to reallocate those resources to another go-live for that week and would need to allocate additional resources and reserve an additional slot for Customer.

If Customer misses deadlines and this causes the go-live date to push by more than a few business days, then Customer will be charged a Re-allocation Fee of \$2,500 (charged once when the date is formally moved). A new Project Plan will be issued at this time.

Please note while Hauler Hero will help by providing guidance, it will be Customer's responsibility to procure and set up tablets, tablet mounts and cellular data plans at least one week prior to the scheduled go-live. Similarly, while Hauler Hero will provide instructions and will help should any roadblocks arise, it will be Customer's responsibility to be live with our payment processing partner at least one week prior to the go live. Failure to take these steps prior to scheduled go-live could delay the go-live and lead to a Re-allocation Fee.

Terms & Conditions

By signing this document, the undersigned individual acknowledges and agrees to abide by the terms and conditions outlined in the [Hauler Hero Enterprise Terms & Conditions](#).