

CITY OF KYLE



Notice of Regular City Council Meeting

KYLE CITY HALL
100 W. Center Street

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on 11/7/2012, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 1st day of November, 2012 prior to 7:00 p.m.

I. Call Meeting To Order

II. Approval of Minutes

1. City Council Regular Meeting - October 16, 2012 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

2. City Council Special Called Meeting - October 30, 2012 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

III. Citizen Comment Period With City Council

The City Council welcomes comments from Citizens early in the agenda of regular meetings. Those wishing to speak must sign in before the meeting begins at the Kyle City Hall. Speakers may be provided with an opportunity to speak during this time period, and they must observe the three-minute time limit.

IV. Presentation

3. Presentation of Employee of the Month for the Month of October ~ *Lanny Lambert, City Manager*

- *Harper Wilder, Director of Public Works*

 [Attachments](#)

V. Proclamations

4. Proclamation of the City of Kyle, Texas Proclaiming the Month of November 2012 as "CTMC Faces of Hospice Month" in the City of Kyle, Texas ~ *Lucy Johnson, Mayor*

 [Attachments](#)

5. Proclamation of the City of Kyle, Texas Proclaiming November 11, 2012 as "Veteran's Day" in the City of Kyle, Texas ~ *David Wilson, Council Member District 4*

 [Attachments](#)

VI. Appointments

6. Consideration of Nomination(s) for Appointment to the Board of Adjustments ~ *Lucy Johnson, Mayor*

- Appointment of two (2) Alternates

 [Attachments](#)

VII. Consent Agenda

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING YOUNG AND WOODS ADDITION AMENDED PLAT OF LOTS 13-15 SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Steven Widacki, P. E., City Engineer*

 [Attachments](#)

8. Authorize award and execution of a Purchase Order to GT DISTRIBUTORS of Austin, Texas in an amount not to exceed \$5,272.56 for the purchase of emergency lighting and equipment for the Police Motor Unit ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

9. Authorize amendment of contract with TIME WARNER CABLE OF AUSTIN, TEXAS to increase fibert Internet speed from 10 Mbps to 50 Mbps, maintaining the original contract end date of July 2, 2014 in an amount not to exceed \$16,200.00 to be paid during FY 2012-13 (@ \$1350.00 per month) ~ *Mark Shellard, Director of Information Technology*

 [Attachments](#)

VIII. Consider and Possible Action

10. A RESOLUTION OF THE CITY OF KYLE, TEXAS, ADOPTING A HAZARD MITIGATION PLAN AS AN APPENDIX TO THE HAYS COUNTY HAZARD MITIGATION PLAN, INCLUDING A PRIORITIZED LIST OF MITIGATION ACTIONS TO REDUCE SAFETY THREATS AND DAMAGE TO PRIVATE AND PUBLIC PROPERTY AS DEVELOPED AND RECOMMENDED BY THE MITIGATION PLANNING COMMITTEE ~ *James Earp, Assistant City Manager*

 [Attachments](#)

11. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF FOUR WAY STOP SIGNS FOR THE ZONING OF TRAFFIC CONTROL ON BEBEE ROAD AT THE INTERSECTION OF DACY LANE IN THE CITY LIMITS OF KYLE; FIXING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF ~ *James Earp, Assistant City Manager*

 [Attachments](#)

12. Consideration and possible action on Authorizing Change Order #1 to the original specifications of the Kyle Police Department Furniture Bid awarded to WALLTECH OF AUSTIN, TX in an amount not to exceed \$3,917; Adding ten foot high modular walls and an office door on the Sergeants modular office for privacy, as well as making changes at no cost to the Report Writing area to enclose it into an office space with modular walls ~ *James Earp, Assistant City Manager*

 [Attachments](#)

13. Authorize the City to pursue fund assistance in the amount of \$271,176 from the TxDOT, Transportation Enhancement Program which Requires a \$67,794 cash match, derived from the Train Depot Committee for FY 2012-2013, to fund the Final Phase of the Train Depot Restoration ~ *Joshua Moreno, Grants Administrator*

 [Attachments](#)

14. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 5, CODE OF ORDINANCES, TO PROHIBIT CHAINING AND TETHERING OF DOGS AS A METHOD OF RESTRAINT; PROVIDING STANDARDS FOR ENCLOSURES; PROVIDING EXCEPTIONS; AND PROVIDING FOR RELATED MATTERS ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

15. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ACCORDING TO CHAPTER 47, ARTICLE III OF THE CITY OF KYLE CODE OF ORDINANCES TO PROHIBIT PARKING ALONG SCOTT STREET BETWEEN NORTH MEYER STREET AND WEST 2nd (SECOND) STREET; PROVIDING A MAXIMUM PENALTY OF \$500.00; PROVIDING OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; PROVIDING FOR RELATED MATTERS ~ *Steven Widacki, P.E., City Engineer*

 [Attachments](#)

16. Consideration and Possible Action regarding Amendment #3 to the Water Supply Agreement and Supplemental Agreement between the Guadalupe-Blanco River Authority and the City of Kyle; Approval of the Contract would allow for

refunding of certain debt related to the IH35 transmission line and resulting in approximately \$30,000 savings due to lower interest rate ~ *Jason Biemer, Utility Coordinator, Public Works*

 [Attachments](#)

17. (First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ADOPTING AND ENDORSING AN UPDATE TO THE EXISTING WATER CONSERVATION PLAN IN COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND TEXAS WATER DEVELOPMENT BOARD RULES AND PROCEDURES; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS ~ *Jason Biemer, Utility Coordinator, Public Works*

 [Attachments](#)

18. Approve a Contract between the City of Kyle and the Kyle Fire Department for Fire Inspection and Review Services ~ *Jerry Hendrix, Director of Community Development*

 [Attachments](#)

19. Consideration and Possible Action to Authorize the City Manager to Execute an Interlocal Agreement between Hays County and the City of Kyle for Roadway Repair and Maintenance of Bunton Creek Road ~ *Lanny Lambert, City Manager*

 [Attachments](#)

20. Consider a request by Hugo Elizondo, on behalf of PGI investment, for a waiver to Section 53-1205 of the City of Kyle zoning ordinance to allow a waiver to the 12 month waiting period for the resubmittal of the zoning application denied by the City Council for property located at 24800 S. IH 35 ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

IX. City Managers Report

21. Update on Various Capital Improvement Projects, Road Projects, Building Program, and/or General Operational Activities ~ *Lanny Lambert, City Manager*
- City Council Meeting Agenda Planning
 - Discuss November 20, 2012 City Council Meeting

 [Attachments](#)

X. Executive Session

22. Convene Into Executive Session pursuant to Section 551.072, Tex. Government Code, to discuss the purchase, exchange, lease or value of real property located in the Original Town of Kyle

 [Attachments](#)

23. Reconvene Into Public Session and take action as appropriate in the Council's discretion regarding the purchase, exchange, lease or value of real property located in the Original Town of Kyle

 [Attachments](#)

XI. ADJOURN

At any time during the Regular City Council Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed on the agenda for which state law authorizes Executive Session to be held

*Per Texas Attorney General Opinion No. JC-0169; Open Meeting & Agenda Requirements, Dated January 24, 2000: The permissible responses to a general member communication at the meeting are limited by 551.042, as follows: "SEC.551.042. Inquiry Made at Meeting. (a) If, at a meeting of a government body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by the subchapter, the notice provisions of this subchapter, do not apply to:(1) a statement of specific factual information given in response to the inquiry; or (2) a recitation of existing policy in response to the inquiry. (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.



CITY OF KYLE, TEXAS

City Council Regular Meeting -
October 16, 2012

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting - October 16, 2012 ~ *Amelia Sanchez,*
City Secretary

Other Information: This item is for formal approval of the minutes from the October 16th
Regular Meeting of the City Council, a copy of which is included with
the meeting packet.

Budget Information: N/A

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Attachments / click to download

 [City Council Regular Meeting Minutes - October 16, 2012](#)

REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on October 16, 2012 at 7:00 pm at Kyle City Hall, with the following persons present:

Mayor Pro Tem Diane Hervol
 Council Member Samantha LeMense
 Council Member Becky Selbera
 Council Member Ray Bryant
 Council Member Brad Pickett
 Council Member David Wilson
 Lanny Lambert, City Manager
 Jerry Hendrix, Director of Communications
 Perwez Moheet, Finance Director
 Kerry Urbanowicz, Director Parks & Rec
 Sophia Nelson, Director of Planning
 Steven Wadacki, City Engineer
 Mark Shellard , I T Director
 Jeff Barnett, Police Chief
 Frank Garza, City Attorney

CALL MEETING TO ORDER

Mayor Pro Tem Hervol called the meeting to order at 7:00pm.

ROLL CALL

Mayor Pro Tem Hervol called for roll call. Present were Mayor Pro Tem Diane Hervol, Council Members LeMense, Selbera, Bryant, Pickett and Wilson.

Council Member Selbera moved to excuse Mayor Johnson's absence stating that she was out of town. Council Member Bryant seconds the motion. All votes aye. Motion carried.

APPROVAL OF MINUTES

CITY COUNCIL REGULAR MEETING - OCTOBER 2, 2012 ~ *AMELIA SANCHEZ, CITY SECRETARY*

CITY COUNCIL SPECIAL CALLED MEETING - OCTOBER 3, 2012 ~ *AMELIA SANCHEZ, CITY SECRETARY*

Council Member Wilson moves to approve the minutes of the Regular City Council Meeting - October 2, 2012 and the Special Called October 3, 2012 meeting. Council Member LeMense seconds the motion. All votes aye. Motion carried.

CITY COUNCIL REGULAR MEETING
October 16, 2012 – Page 2
Kyle City Hall

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

Mayor Pro Tem Hervol opened the citizens comment period at 7:03 pm and called for comments on items not on the agenda or posted for public hearing. Gregg Slade Wolf Den Leader of Pack 812, spoke and stated that the scouts were currently working on their wolf badge and one of the requirements was to learn about home and community and so they were here to learn about the community part of it at the meeting. Emma Carlin spoke and stated that she may be at the wrong meeting because she thought this was a meeting with Monarch Water. Council Member Wilson encouraged her to speak any concerns she had and she stated that she had issues with the water provided by Monarch. She was unhappy with her high water bills, water hydrants that don't have sufficient water pressure and days when the water is brown and she is afraid to give to her dogs because it is not safe and wanted to know what can be done to get rid of Monarch. With no one else wishing to speak, Mayor Pro Tem Hervol closed the public hearing at 7:10 pm.

PRESENTATION

PRESENTATION OF KYLE LEADERSHIP ACADEMY CERTIFICATIONS ~ *JERRY HENDRIX, DIRECTOR OF COMMUNICATIONS*

Jerry Hendrix Director of Communications presents certificates to graduates of the Leadership Academy.

UPDATE FROM THE COMMUNITY RELATIONS COMMITTEE ON PROPOSED REVISED TIME-LINE REGARDING THE PROCESS TO PROMOTE, REVIEW AND MAKE RECOMMENDATIONS TO THE KYLE CITY COUNCIL FOR THE AWARDING OF THE COMMUNITY SUPPORT GRANTS FOR FY 2012-2013 AND 2013-2014 ~ *RAY BRYANT, COUNCIL MEMBER DISTRICT 6*

Council Member Ray Bryant introduced Barbara Pelech, Chairperson of the Community Relations Committee to review a time line, process and update on recommendations to the Kyle City Council for the awarding of the Community Support Grants for FY 2012-2013 and 2013-2014.

PROCLAMATIONS

PROCLAMATION OF THE CITY OF KYLE, TEXAS PROCLAIMING THE MONTH OF OCTOBER AS "COMMUNITY PLANNING MONTH" IN THE CITY OF KYLE, TEXAS ~ *SAMANTHA LEMENSE, COUNCIL MEMBER DISTRICT 5*

Council Member LeMense and Mayor Pro Tem Hervol read the Proclamation to all who are on any of the City's Planning Committees, such as Planning and Zoning, Parks, Mobility, and Long Range Planning.

CITY COUNCIL REGULAR MEETING

October 16, 2012 – Page 3

Kyle City Hall

CONSENT AGENDA

(Second Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING OF 'RS' RETAIL SERVICES DISTRICT TO APPROXIMATELY 1.180 ACRES, ON PROPERTY LOCATED AT THE CORNER OF E. POST ROAD AND IH-35 (AB 473 JAS W. WILLIAMS SURVEY 1.180 ACRES), IN HAYS COUNTY, TEXAS. (HDF INVESTMENTS - Z-12-006); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Sofia Nelson, Director of Planning*

(Second Reading) AN ORDINANCE OF THE CITY OF KYLE AMENDING ZONING ORDINANCE 438 (CITY OF KYLE ZONING ORDINANCE) SECTION 53-1230 USES PERMITTED IN CERTAIN DISTRICTS TO ALLOW GUNSHOPS WITHIN THE CBD-2 DISTRICT. AUTHORIZING THE CITY SECRETARY TO AMEND ORDINANCE 438 OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION DATE; PROVIDING FOR SEVERABILITY; AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED AS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Sofia Nelson, Director of Planning*

AUTHORIZE THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT WITH HAYS COUNTY IN AN AMOUNT NOT TO EXCEED \$19,191.00 FOR THE CITY'S SHARE OF FACILITY PROGRAMMING STUDY FOR THE DEVELOPMENT AND CONSTRUCTION OF A NEW CO-LOCATED 9-1-1 EMERGENCY COMMUNICATIONS CENTER ~ *JEFF BARNETT, CHIEF OF POLICE*

AUTHORIZE RENEWAL AND AMENDMENT OF THE LEASE CONTRACT WITH COWBOY HARLEY-DAVIDSON OF AUSTIN, TEXAS, TO ADD AN ADDITIONAL POLICE MOTORCYCLE FOR A TOTAL OF THREE (3) FLHP ROAD KING HARLEY-DAVIDSON POLICE MOTORCYCLES AND TO EXTEND THE LEASE PERIOD TO EXPIRE SEPTEMBER 30, 2013 IN AN AMOUNT NOT TO EXCEED

\$14,040.00 FOR TOTAL MONTHLY LEASE PAYMENTS TO BE MADE DURING FY 2012-13 (@\$390.00 PER MONTH FOR EACH) ~ *JEFF BARNETT, CHIEF OF POLICE*

CITY COUNCIL REGULAR MEETING

October 16, 2012 – Page 4

Kyle City Hall

AUTHORIZE THE CHIEF OF POLICE OF THE KYLE POLICE DEPARTMENT TO ACCEPT HIGHEST BID PRICE OF \$4,855.00 RECEIVED FROM CABELA'S OF BUDA, TEXAS, FOR THE SALE OF CONFISCATED AND AWARDED FIREARMS ~ *JEFF BARNETT, CHIEF OF POLICE*

Council Member Bryant moved to approve Consent Agenda **Item # 6** ~ (*Second Reading*) An Ordinance Amending Chapter 53 (Zoning) of the City of Kyle, TX for the purpose of assigning Original Zoning of 'RS' Retail Services District to Approx. 1.180 Acres, located at the corner of Ease Post Road and IH 35 (AB 473 Jas W. Williams Survey 1.180 Acres) in Hays County, Texas. (HDF Investments Z-12-006); Authorizing the City Secretary to Amend the Zoning Map of the City of Kyle so as to Reflect this Change; Providing for Publication and Effective Date; Providing for Severability; and Ordaining other Provisions related to the Subject Matter hereof; Finding and Determining that the Meeting at which this Ordinance was Passed was Open to the Public as Required by Law; **Item # 7** ~ (*Second Reading*) An Ordinance of the City of Kyle Amending Zoning Ordinance 438 (City of Kyle Zoning Ordinance) Section 53-1230 Uses Permitted in certain Districts to allow "Gun Shops" within the "CBD-2" Central Business District-2 Zoning District. Authorizing the City Secretary to Amend Ordinance 438 of the City of Kyle so as to Reflect this change; Providing for Publication Date; Providing for Severability; And Determining that the meeting at which this Ordinance was Passed as open to the Public as Required by Law; **Item # 8** ~ Authorize the City Manager to execute a Funding Agreement with HAYS COUNTY in an amount not to exceed \$19,191.00 for the City's share of facility programming study for the development and construction of a new co-located 9-1-1 EMERGENCY COMMUNICATIONS CENTER; **Item # 9** ~ Authorize renewal and amendment of the lease contract with COWBOY HARLEY-DAVIDSON OF AUSTIN, TEXAS, to add an additional police motorcycle for a total of three (3) FLHP Road King Harley-Davidson police motorcycles and to extend the lease period to expire September 30, 2013 in an amount Not to Exceed \$14,040.00 for total monthly lease payments to be made during FY 2012-13 (@\$390.00 per month for each); **Item # 10** ~ Authorize the Chief of Police of the Kyle Police Department to accept highest bid price of \$4,855.00 received from CABELA'S of Buda, Texas, for the sale of confiscated and awarded firearms. Council Member Pickett seconds the motion. All votes aye. Motion carried.

CONSIDER AND POSSIBLE ACTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING THE PLUM CREEK PHASE 1, SECTION 11E-1 WASTEWATER

IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Steven Widacki, P.E., City Engineer*

CITY COUNCIL REGULAR MEETING

October 16, 2012 – Page 5

Kyle City Hall

Council Member Selbera moved to Approve a Resolution of the City Council of the City of Kyle, Texas accepting the Plum Creek Phase 1, Section 11E-1 Wastewater Improvements; Finding and Determining that the meeting at which this Resolution is Passed was Noticed and is Open to the Public as Required by Law. Council Member Wilson seconds the motion. All votes aye. Motion carried.

RECONSIDERATION TO AUTHORIZE THE CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF \$44,032.00 FROM THE OFFICE OF THE GOVERNOR AND AUTHORIZE \$23,877.81 IN MATCHING FUNDING FROM THE POLICE DEPARTMENT'S APPROVED OPERATING BUDGET FOR FY 2012-2013 TO FUND A FULL-TIME VICTIM'S COORDINATOR POSITION FOR ONE YEAR ENDING AUGUST 31, 2013 ~ *SAMANTHA LEMENSE, COUNCIL MEMBER DISTRICT 5*

Council Member LeMense moved to Authorize the City Manager to accept a grant in the amount of \$44,032.00 from the Office of the Governor and authorize \$23,877.81 in matching funding from the Police Department's approved operating budget for FY 2012-2013 to fund a full-time Victim's Coordinator position for one year ending August 31, 2013. Council Member Wilson seconds the motion. Council Member Lemense asks Mayor Pro Tem if she can request a roll call vote. Mayor Pro Tem Hervol agrees. Council Member Wilson votes aye, Council Members Pickett and Bryant vote nay, Council Members Selbera, LeMense and Mayor Pro Tem Hervol vote aye. Motion carried 4-2.

AUTHORIZE AND DIRECT THE CITY MANAGER TO ACCEPT A DONATION IN THE AMOUNT OF \$3,260.43 FROM TARGET CORPORATION, MADE TO THE KYLE POLICE DEPARTMENT, FOR CRIME PREVENTION AND COMMUNITY PROGRAMS ~ *JEFF BARNETT, CHIEF OF POLICE*

Council Member Selbera moves to Authorize and direct the City Manager to accept a donation in the amount of \$3,260.43 from TARGET CORPORATION, made to the Kyle Police Department, for crime prevention and community programs. Council Member Pickett seconds the motion. All votes aye. Motion carried.

CITY MANAGERS REPORT

CITY COUNCIL REGULAR MEETING

October 16, 2012 – Page 6

Kyle City Hall

UPDATE ON VARIOUS CAPITAL IMPROVEMENT PROJECTS, ROAD PROJECTS, BUILDING PROGRAM, AND/OR GENERAL OPERATIONAL ACTIVITIES ~ *LANNY LAMBERT, CITY MANAGER*

- Discussion of May General/Special Election Calendar for Street Bonds
- Discussion of I-35 Overlay Public Hearing

City Manager Lanny Lambert provided handouts of the City Attorney applications received for their review for interviews starting next week, and a calendar for the May General and Special Election to the Council for their review of dates on deadlines for calling the election. Mr. Lambert stated that the Mobility Committee had agreed to chair the campaign and the push for the consideration of a bond election and provided a calendar they are following for their work including community input, analysis, research and public hearings with work completed by February 7, 2013. Mr. Lambert asked Council to attend the Planning and Zoning Public Hearing next Tuesday, October 23rd at 6:30 in the Council Chambers where they are holding a Public Hearing for the proposed I35 Overlay Development Standards.

Council Member Picket requested an agenda item for the second Council Meeting in November to resume discussions regarding Road Bond Election.

Council Member Selbera suggested a meeting with the Safety and Emergency Committee and the Mobility Committee since the Safety Committee includes Fire and Police Department members who are on the roads all of the time and could offer input on which roads need to be included in the Road Bond Election.

EXECUTIVE SESSION

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SECTION 551.072, TEX. GOVERNMENT CODE, TO DISCUSS THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY LOCATED IN THE ORIGINAL TOWN OF KYLE

Mayor Pro Tem Hervol moved to Convene Into Executive Session at 8:08 P.M. pursuant to Section 551.072, Tex. Government Code, to discuss the purchase, exchange, lease or value of real property located in the Original Town of Kyle. Council Member Pickett seconds the motion. All votes aye. Motion carried.

RECONVENE INTO PUBLIC SESSION AND TAKE ACTION AS APPROPRIATE IN THE COUNCIL'S DISCRETION REGARDING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY LOCATED IN THE ORIGINAL TOWN OF KYLE

CITY COUNCIL REGULAR MEETING

October 16, 2012 – Page 7

Kyle City Hall

Mayor Pro Tem Hervol moved to Reconvene Into Public Session at 8:17 P.M. and take action as appropriate in the Council's discretion regarding the purchase, exchange, lease or value of real property located in the Original Town of Kyle. Council Member Pickett seconds the motion. All votes aye. Motion carried.

Mayor Pro Tem Hervol stated that No Action was taken during Executive Session.

ADJOURN

With no further business to discuss Council Member Pickett moves to adjourn. Council Member Bryant seconds the motion. All votes aye. Motion carried.

The City Council meeting adjourned at 8:18 P.M.

Diane Hervol, Mayor Pro Tem

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

City Council Special Called Meeting - October 30, 2012

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: City Council Special Called Meeting - October 30, 2012 ~ *Amelia Sanchez, City Secretary*

Other Information: This item is for formal approval of the minutes from the October 30th Special Called Meeting of the City Council, a copy of which is included with the meeting packet.

Budget Information: N/A

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Attachments / click to download

[City Council Special Called Meeting Minutes - October 30, 2012](#)

SPECIAL CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Special Session on October 30, 2012 at 6:00 P.M. at Kyle City Hall, with the following persons present:

Mayor Lucy Johnson
 Mayor Pro Tem Diane Hervol
 Council Member Samantha LeMense
 Council Member Becky Selbera
 Council Member Ray Bryant
 Council Member David Wilson
 Lanny Lambert, City Manager

CALL MEETING TO ORDER

Mayor Johnson called the meeting to order at 6:02 P.M.

ROLL CALL

Mayor Johnson called for roll call. Present were Mayor Lucy Johnson, Mayor Pro Tem Diane Hervol, Council Members LeMense, Selbera, Bryant and Wilson.

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

THE CITY COUNCIL WELCOMES COMMENTS FROM CITIZENS EARLY IN THE AGENDA OF REGULAR MEETINGS. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AT THE KYLE CITY HALL. SPEAKERS MAY BE PROVIDED WITH AN OPPORTUNITY TO SPEAK DURING THIS TIME PERIOD, AND THEY MUST OBSERVE THE THREE-MINUTE TIME LIMIT.

Mayor Johnson opened the Citizens Comment period at 6:02 pm and called for comments on items not on the agenda or posted for public hearing. With no one else wishing to speak, Mayor Pro Johnson closed the public hearing at 6:02 pm.

CONSIDER AND POSSIBLE ACTION

AUTHORIZE EXTENSION OF CONTRACT WITH CATALYST COMMERCIAL, INC., OF DALLAS, TX, IN AN AMOUNT NOT TO EXCEED \$15,300 TO PROVIDE RETAIL RECRUITMENT SERVICES FOR AN ADDITIONAL TWELVE (12) MONTHS ~ *Diana Blank, Director of Economic Development*

Mayor Pro Tem Hervol moved to Authorize Extension of Contract with Catalyst Commercial Inc. of Dallas, TX, in an amount not to exceed \$15,300. to provide Retail

Recruitment Services for an additional twelve (12) months. Council Member Wilson seconds the motion. All votes aye. Motion carried.

CITY COUNCIL SPECIAL MEETING

October 30, 2012 – Page 2

Kyle City Hall

EXECUTIVE SESSION

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SECTION 551.074, TEX. GOV'T CODE, TO EVALUATE AND INTERVIEW APPLICANTS FOR CITY ATTORNEY

Mayor Johnson moved to Convene into Executive Session at 6:05 P.M. pursuant to Section 551.074, Tex. Gov't Code, to Evaluate and Interview applicants for City Attorney. Council Member LeMense seconds the motion. All votes aye. Motion carried.

RECONVENE INTO OPEN SESSION TO TAKE ACTION AS DEEMED APPROPRIATE IN THE CITY COUNCIL'S DISCRETION REGARDING THE EVALUATION AND INTERVIEWING OF APPLICANTS FOR CITY ATTORNEY

Mayor Johnson moved to Reconvene into Open Session at 9:08 P.M. to take action as deemed appropriate in the City Council's discretion regarding the Evaluation and Interviewing of applicants for City Attorney.

Mayor Johnson stated that no action was taken during Executive Session.

Mayor Johnson stated that Council would be having final interviews next Wednesday at 6:00 P.M. at a special called council meeting.

ADJOURN

With no further business to discuss Mayor Pro Tem Hervol moves to adjourn. Council Member Bryant seconds the motion. All votes aye. Motion carried.

The City Council meeting adjourned at 9:08 P.M.

Lucy Johnson, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Employee of the Month

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Presentation of Employee of the Month for the Month of October ~
Lanny Lambert, City Manager

- *Harper Wilder, Director of Public Works*

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Harper Wilder](#)



Item # 3



CITY OF KYLE, TEXAS

Hospice Proclamation

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Proclamation of the City of Kyle, Texas Proclaiming the Month of November 2012 as "CTMC Faces of Hospice Month" in the City of Kyle, Texas ~ *Lucy Johnson, Mayor*

Other Information:

Budget Information:

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[Hospice Proclamation](#)

CITY OF KYLE



City Council Proclamation

Whereas, The main goal of *Faces of Hospice* is to educate our community about hospice and how the Central Texas Medical Center Hospice Care Program brings peace, dignity, respect and comfort to our patients and families; and, Attachment Number 1 \nPage 1

Whereas, *Faces of Hospice* portrays patients living their life to the fullest, despite being terminally ill and being true to themselves until their last breath; and,

Whereas, Across our Nation, hospice care providers are assisting in hospitals, nursing homes, and private residences, offering physical, emotional, and spiritual support to patients who often have a short life expectancy; and,

Whereas, the City of Kyle supports and appreciates the work of all those involved with providing this valuable care to our loved ones and their families during the most difficult of times; and,

Whereas, the City of Kyle is proud to host the CTMC Faces of Hospice Exhibit at the Kyle City Hall; and,

NOW, THEREFORE, BE IT RESOLVED, that I, Lucy Johnson, Mayor of the City of Kyle, do hereby proclaim November, 2012, as

“CTMC Faces of Hospice Month”

in Kyle, Texas, and call upon our citizens to honor and remember the work of our hospice workers and the positive work they do for the families of our terminally ill loved ones.

SIGNED AND ENTERED THIS 7th DAY OF NOVEMBER, 2012.

Lucy Johnson, Mayor

Becky Selbera, Council District 2

Diane Hervol, Mayor Pro Tem

Brad Pickett, Council District 3

David Wilson, Council District 4

Samantha LeMense, Council District 5

Ray Bryant, Council District 6



CITY OF KYLE, TEXAS

Veteran's Day Proclamation

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Proclamation of the City of Kyle, Texas Proclaiming November 11, 2012 as "Veteran's Day" in the City of Kyle, Texas ~ *David Wilson, Council Member District 4*

Other Information:

Budget Information:

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[Veteran's Day Proclamation](#)

CITY OF KYLE



City Council Proclamation

WHEREAS, a number of City of Kyle residents and staff have served our great Nation in the US Armed Forces and it is appropriate that their patriotic and unselfish service be suitably recognized and commemorated; and, Attachment number 1 \nPage 1

WHEREAS, these citizens and co-workers are our sons, daughters, husbands, wives, friends, and neighbors, who have willingly answered the call to service and died so that we may live free in this great republic; and,

WHEREAS, these brave citizens have brought honor and distinction to the City of Kyle through their service; and,

WHEREAS, Kyle is home to VFW Post 12058, one of the most recognized and distinguished posts in the Nation ready to assist and advocate for our local Veterans; and,

WHEREAS, Kyle is also home to the newly formed AMVET Post 115, representing one of our nation's most active veteran services organizations and providing valuable services to veterans; and,

WHEREAS, it is appropriate that the patriotic and unselfish service and sacrifices of all Veterans, and their families, be suitably recognized and commemorated.

NOW THEREFORE, BE IT RESOLVED, that I, Lucy Johnson, Mayor of the City of Kyle, do hereby proclaim November 11, 2012 as

“VETERAN’S DAY”

in the City of Kyle and do hereby call upon all citizens to show their appreciation to our brave men and women for the service to our great nation and to focus on their achievements with appropriate programs and activities.

SIGNED AND ENTERED THIS 7TH DAY OF NOVEMBER 2012

Lucy Johnson, Mayor

Becky Selbera, Council District 2

Diane Hervol, Mayor Pro Tem

Brad Pickett, Council District 3

David Wilson, Council District 4

Samantha LeMense, Council District 5

Ray Bryant, Council District 6



CITY OF KYLE, TEXAS

BOA Alternate Appointments

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Consideration of Nomination(s) for Appointment to the Board of Adjustments ~ *Lucy Johnson, Mayor*

- Appointment of two (2) Alternates

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



CITY OF KYLE, TEXAS

Young and Woods Addition Amended Plat of Lots 13-15 Subdivision Improvements

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING YOUNG AND WOODS ADDITION AMENDED PLAT OF LOTS 13-15 SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Steven Widacki, P. E., City Engineer*

Other Information: This is the formal acceptance of the Young and Woods Addition Amended Plat of Lots 13-15 Subdivision Improvements.

Budget Information: N/A

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Exhibit A](#)
- [Exhibit B](#)
- [Exhibit C](#)
- [Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING YOUNG AND WOODS ADDITION AMENDED PLAT OF LOTS 13-15 SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the City of Kyle; and

WHEREAS, the subdivision improvements are defined as wastewater systems installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision; and

WHEREAS, the contractor has also provided the City a Cashier's Check in an amount of thirty five percent (35%) of the cost of the construction for any repairs that may be necessary during a one-year period from the date of acceptance by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS hereby accepts the public improvements and certifies completion of the improvements for Young and Woods Addition Amended Plat of Lots 13-15. The current cashier's check is hereby \$5,963.00 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

SECTION 1. That the subdivision improvements within Young and Woods Addition Amended Plat of Lots 13-15 are hereby accepted for operation and maintenance.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the ____ day of _____, 2012.

CITY OF KYLE, TEXAS

Lucy Johnson, Mayor

ATTEST:

Amelia Sanchez, City Secretary

EXHIBIT A

STAFF ACCEPTANCE MEMO



CITY OF KYLE

100 W. Center ● P.O. Box 40 ● Kyle, Texas 78640 ● (512) 262-1010 ● FAX (512) 262-3800

October 31, 2012

City Manager
City of Kyle
100 W. Center St.
Kyle, TX 78640

RE: Young and Woods Addition, Amended Plat of Lots 13-15

The referenced subdivision is recommended for acceptance by the City of Kyle.

A final walkthrough was completed on October 11, 2012, and the documented punch list items have been completed for the project. The wastewater lines have been constructed in substantial accordance with the City's subdivision ordinance and technical specifications. Additionally, record drawings have been provided to the City.

A Cashier's Check (No. 0413200296) has been provided to the City to hold for a period of two (2) years, in lieu of a maintenance bond.

Sincerely,

A handwritten signature in blue ink that reads "Steven D. Widacki".

Steven D. Widacki, P.E.
City Engineer
City of Kyle Engineering Dept.

Cc: Harper Wilder, Public Works Dept.
Perwez Moheet, Finance Dept.

Item # 7

Mauricio Quintero-Rangel, P.E.

F-12164

11312 Robert Wooding Drive
Austin, Texas 78748

Tel. 512-659-4386
Fax 512-291-8714

October 30, 2012

Mr. Steven D. Widacki, P.E.
City of Kyle
100 W. Center Street
PO Box 40
Kyle, Texas 78640

Re: **Young and Woods Addition, Amended Plat of lots 13-15 (AFP-11-002)**
706 Lockhart Rd
Kyle, Texas, 78640.
WASTEWATER IMPROVEMENTS CONCURRENCE LETTER

Item # 7

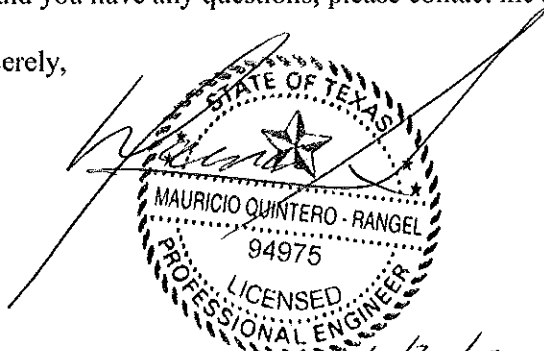
Dear Mr. Widacki,

I the undersigned professional engineer in the State of Texas, made a visual inspection on the above referenced project and observed that the visible wastewater utilities were constructed in general conformance with the approved plans. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention.

It is my understanding that the developer has already posted 35% Maintenance bond with the City of Kyle. I therefore, recommend acceptance of this project by the City of Kyle.

Should you have any questions, please contact me at 512-659-4386 or via e-mail at mauricio_qr@hotmail.com

Sincerely,



Mauricio Quintero-Rangel, P.E. 10/30/12

Cc: Angel Rangel - Rangel Family Partnership

Mauricio Quintero-Rangel, P.E.

F-12164

11312 Robert Wooding Drive
Austin, Texas 78748

Tel. 512-659-4386
Fax 512-291-8714

October 30, 2012

Mr. Steven D. Widacki, P.E.
City of Kyle
100 W. Center Street
PO Box 40
Kyle, Texas 78640

Re: **Young and Woods Addition, Amended Plat of lots 13-15 (AFP-11-002)**
706 Lockhart Rd
Kyle, Texas, 78640.
WASTEWATER COST AND QUANTITIES

Item # 7

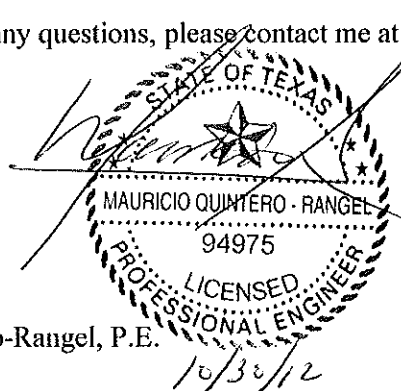
Dear Mr. Widacki,

I am presenting you with final cost and quantities for this project. This project was contracted as a lump sum contract, and therefore unit cost is unavailable at this time; However, Total Cost includes the following quantities:

No.	ITEM DESCRIPTION	QTY.	UNIT	\$/UNIT	TOTAL
1	PIPE 8" DIA, PVC SDR-26 WASTEWATER ALL DEPTHS	124.46	LF		\$ -
2	4' DIA. PRE CAST WW MH W/ PRECAST BASE	1	EA		\$ -
3	4' DIA. PRE CAST WW MH W/ CIP BASE	1	EA		\$ -
4	DOUBLE WW SERVICE 6" DIA. PVC SDR 26	1	EA		\$ -
Total Items 1-4 above =				TOTAL=	\$ 15,640.00
TWO YEAR MAINTENANCE BOND AMOUNT (35%) =					\$ 5,474.00

Should you have any questions, please contact me at 512-659-4386 or via e-mail at mauricio_qr@hotmail.com

Sincerely,



Mauricio Quintero-Rangel, P.E.

Cc: file

EXHIBIT B

CASHIER'S CHECK #0413200296

Item # 7

0004132

11-24

Office AU #

1210(8)

CASHIER'S CHECK

0413200296

Operator I.D.: bx000944

bx005096

October 25, 2012

PAY TO THE ORDER OF

CITY OF KYLE, TX

RE: JUAN RANGEL

Five thousand nine hundred sixty-three dollars and no cents

***\$5,963.00**

WELLS FARGO BANK, N.A.
1901 W WILLIAM CANNON DR
AUSTIN, TX 78745
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 5,963.00

Richard Leroy
CONTROLLER

⑈04 13 200 296⑈ ⑆ 12 1000 248 ⑆ 486 1 5 1 28 53⑈

Item # 7

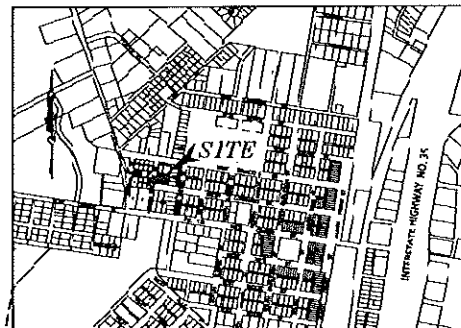
Security Features Included. Details on Back.

EXHIBIT C

SUBDIVISION MAP

YOUNG AND WOODS ADDITION AMENDED PLAT OF LOTS 13 - 15

KYLE, HAYS COUNTY, TEXAS
SHEET 1 OF 2

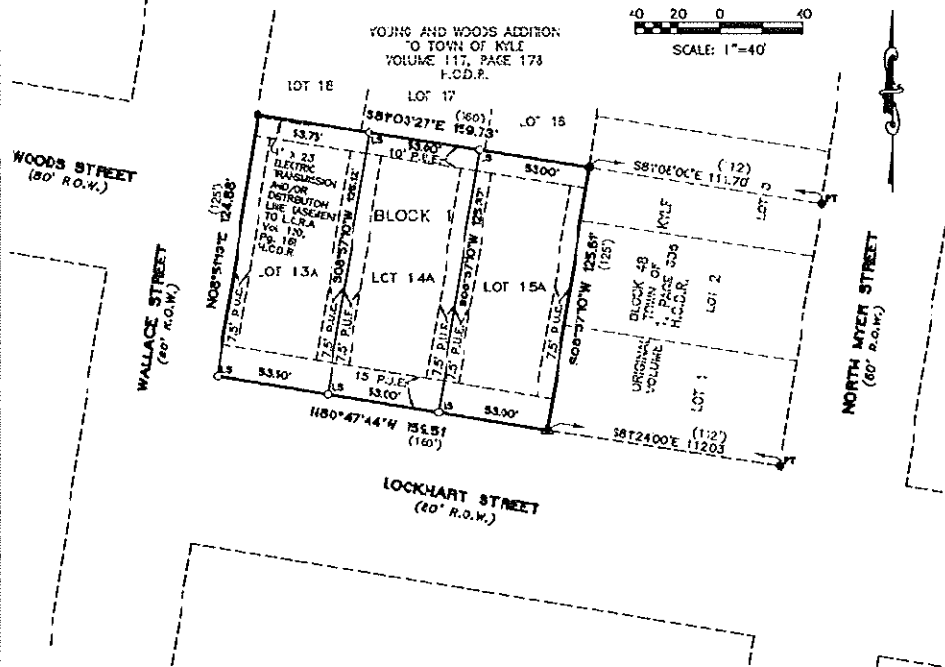
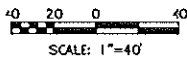


LOCATION MAP
N.T.S.

Item # 7

LEGEND

- 1/2" Iron Rod SET with Plastic Cap stamped "LANDMARK SURVEYING"
- 10-1 NAIL FOUND
- ▲ 1/2" Iron Pipe found
- 1/2" Iron Rod found with Plastic Cap stamped "PROTECH"
- (AS PER PLAT) Volume 117, Page 178, Hays County, Texas
- () Record Information
- R.O.W. Right of Way
- A.C.R.R. for County Seal Record
- L.C.A. see Colorado River Authority
- P.U.E. HAYCO UTILITY ASSOCIATION



NOTE: BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPD), NAD 83, TEXAS SOUTH CENTRAL ZONE (4204), NAD 83 VERTICAL DATUM.

TOTAL NO. OF LOTS: 3
TOTAL SUBDIVISION ACREAGE: 3.4581 ACRE
PROPOSED LAND USE: RESIDENTIAL

WATER SERVICE: CITY OF KYLE
WASTEWATER SERVICE: CITY OF KYLE

OWNER AND DEVELOPER: JUAN RANGEL FAMILY PARTNERSHIP
12000 MANCACA ROAD
AUSTIN, TEXAS 78748

SURVEYOR'S CERTIFICATION:

I, JUAN M. CANALES, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THIS PLAT COMPLIES WITH ORDINANCE #439 OF THE CITY CODE OF KYLE, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND, ALL EASEMENTS OF WHICH I HAVE KNOWLEDGE AND THOSE RECORDED EASEMENTS FURNISHED BY STEWART TITLE GUARANTEE COMPANY ACCORDING TO G.F. NO. 025983517, EFFECTIVE SEPTEMBER 21, 2010, ARE SHOWN OR INDICATED HEREON, OTHER THAN VISIBLE EASEMENTS, NO UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST ARE SHOWN HEREON.

THE PROPERTY DESCRIBED HEREON IS CONTAINED WITHIN "FLOOD ZONE X" AS IDENTIFIED ON F.J.R.M. COMMUNITY PANEL NO. 482890385, DATED SEPTEMBER 2, 2005 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE PURPOSE OF WHICH IS FOR FLOOD INSURANCE ONLY.

Juan M. Canales, Jr.

3-8-12

JUAN M. CANALES, JR., R.F.L.S. NO. 4453
LANDMARK SURVEYING, LP
1201 SOUTH CAPITAL OF TEXAS HIGHWAY
BUILDING B SUITE 315
AUSTIN, TEXAS 78746
(512) 328-7411 FAX: (512) 328-7413
FIRM REGISTRATION NO. 106727-00



STATE OF TEXAS:
COUNTY OF TRAVIS:

THAT WE, JUAN RANGEL FAMILY PARTNERSHIP, BEING THE OWNERS OF 0.4581 ACRE OF LAND SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF LOTS 13, 14, AND 15, YOUNG AND WOODS ADDITION TO TOWN OF KYLE, A SUBDIVISION IN CITY OF KYLE, HAYS COUNTY, TEXAS WHOSE PLAT IS RECORDED IN VOLUME 117, PAGES 178 OF THE PLAT RECORDS OF SAID COUNTY, SAID LOTS 13, 14, AND 15, HAVING BEEN CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 201010022118, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY AMEND SAID LOTS 13, 14, AND 15, FOR THE SOLE PURPOSE OF ADJUSTING LOT LINES, IN ACCORDANCE WITH THE ATTACHED PLAT TO BE KNOWN AS "YOUNG AND WOODS ADDITION AMENDED PLAT OF LOTS 13 - 15" AND DO HEREBY DEDICATED TO THE PUBLIC THE USE OF "THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

I, THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, WARRANT THAT ANY RIGHT, PRIVILEGE, OBLIGATION, OR REMEDY GRANTED TO US BY THE SUBDIVISION ORDINANCE AND OTHER RELEVANT LAWS OF HAYS COUNTY, TEXAS, SHALL ALSO RUN IN FAVOR OF OUR SUCCESSORS IN INTEREST, ASSIGNS, AGENTS, EMPLOYEES, OR ANY OTHER PERSON ACTING PURSUANT TO THE DIRECTION OF ANY OF THE FOREGOING OR UNDER COLOR OF THE SAME.

WITNESS MY HAND, THIS THE 8th DAY OF March, 2012, A.D.

JUAN RANGEL
JUAN RANGEL FAMILY PARTNERSHIP
12000 MANCACA ROAD
AUSTIN, TEXAS 78748

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JUAN RANGEL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

THIS THE 8th DAY OF March, 2012, A.D.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



Landmark
SURVEYING, LP
1301 S. CAPITAL OF TEXAS HWY.
BUILDING B, SUITE 315
AUSTIN, TEXAS 78746
PH (512) 328-7411 FAX: (512) 328-7413

YOUNG AND WOODS ADDITION AMENDED PLAT OF LOTS 13 - 15

KYLE, HAYS COUNTY, TEXAS
SHEET 2 OF 2

CITY ENGINEER'S CERTIFICATION:

STATE OF TEXAS
COUNTY OF HAYS:

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF KYLE, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE AND HEREBY RECOMMEND APPROVAL.

John A Bartle 3-27-12
JOHN BARTLE, P.E.
NEPTUNE-WILKINSON, INC.

DIRECTOR OF PUBLIC WORKS CERTIFICATION:

STATE OF TEXAS
COUNTY OF HAYS:

I, THE UNDERSIGNED, DIRECTOR OF PUBLIC WORKS OF THE CITY OF KYLE, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF KYLE SUBDIVISION ORDINANCE AND HEREBY RECOMMEND APPROVAL.

Harper Wheeler 4-2-12
HARPER WHEELER
DIRECTOR OF PUBLIC WORKS

CERTIFICATION OF THE CITY MANAGER:

STATE OF TEXAS
COUNTY OF HAYS:

APPROVED THIS THE 3rd DAY OF April, 2012 BY THE
CITY MANAGER OF THE CITY OF KYLE, TEXAS AND AUTHORIZED TO BE FILED BY
THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

Larry J. Lambert
LARRY LAMBERT,
CITY MANAGER

STATE OF TEXAS:
COUNTY OF HAYS:

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE
FOGGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR
RECORD IN MY OFFICE ON THE 4th DAY OF April A.D., 2011 AT 9:13
O'CLOCK A.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK 16
PAGES 253-254. WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 4th DAY
OF April A.D., 2011

By: Liz Q. Gonzalez DEPUTY
Liz Gonzalez, County Clerk



NOTES:

- 1.) A FIFTEEN (15) FOOT P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.V.,
A SEVEN AND A HALF (7.5) FOOT P.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE,
A TEN (10) FOOT P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL
LOTS.
- 2.) THIS SUBDIVISION SHALL COMPLY WITH CITY OF KYLE ZONING ORDINANCE.
- 3.) SETBACK NOT SHOWN ON LOTS SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE.
- 4.) THIS SUBDIVISION LIES WITHIN THE CONTRIBUTING ZONE OF THE UPPER SAN MARCOS
WATERSHED.
- 5.) PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION,
BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.

item # 7

Landmark
SURVEYING, LP
1301 S. CAPITAL OF TEXAS HWY.
BUILDING B, SUITE 315
AUSTIN, TEXAS 78746
P: (512)318-7411 FAX: (512)328-7113



CITY OF KYLE, TEXAS

Motorcycle Equipment

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to GT DISTRIBUTORS of Austin, Texas in an amount not to exceed \$5,272.56 for the purchase of emergency lighting and equipment for the Police Motor Unit ~ *Jeff Barnett, Chief of Police*

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Equipment and Lights Quote 10-25-12](#)
 - [Fiscal Note - GT Distributors](#)
-



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Quote	QTE0059569
Date	10/9/2012
Page:	1

Bill To:

Kyle Police Department (TX)
Attn: Accounts Payable/Leah Harris
PO Box 40
Kyle TX 78640

Ship To:

Kyle Police Department (TX)
100 W. Center St
Attn: Walt Tallant
Kyle TX 78640

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
WHELEN	000814	BF	FACTORY DIRECT	NET 15	0/0/0000	912,014
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
1	WE-M05ZJ2*	Whelen Windshield Light Array 5 LINZ6	EA	\$400.40	\$400.40	
1	WE-M4B6R*	Whelen Motorcycle Box M4 Led	EA	\$1,821.60	\$1,821.60	
1	WE-2ER00ZCR*	Whelen-Extended Lens-LED-Red	EA	\$99.00	\$99.00	
1	WE-2EB00ZCR*	Whelen-Extended Lens-LED-Blue	EA	\$99.00	\$99.00	
1	WE-SA350MH*	Whelen-100 W Speaker-Harley	EA	\$363.00	\$363.00	
1	WE-WS321*	Whelen-100 Watt Siren-Harley	EA	\$315.70	\$315.70	
1	WE-M4BSEP*	Whelen Separation Plate with Battery Cutout	EA	\$75.35	\$75.35	
1	WE-M1BATT*	Whelen-Motorcycle Gel Battery	EA	\$191.40	\$191.40	
1	WE-M4B6CHRG*	Whelen Battery Charger 120vac	EA	\$180.40	\$180.40	
1	WE-M1GROUND*	Whelen-Ground Plan	EA	\$8.25	\$8.25	
2	WE-M2FNDR*	Whelen Fender Mount Kit for 2 LINZ6	EA	\$30.25	\$60.50	
2	WE-RBKTHD1*	Whelen-Side Windshield Mounting Bracket	EA	\$10.20	\$20.40	
2	WE-RBKTHD2*	Whelen-Crash Bar Mounting Bracket Kit	EA	\$18.00	\$36.00	
2	WE-RBKTHD3*	Whelen-Rear Saddle Bag Mount	EA	\$21.00	\$42.00	
1	WE-RBKTHD4L*	Whelen-Harley-Under Radio Mounting Bracket	EA	\$10.20	\$10.20	
1	WE-RBKTHD4R*	Whelen-Harley-Under Radio Mounting Bracket	EA	\$10.20	\$10.20	
6	WE-LINZ6R	Whelen Linear Super LED Red	EA	\$77.95	\$467.70	



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Quote	QTE0059569
Date	10/9/2012
Page:	2

Bill To:

Kyle Police Department (TX)
Attn: Accounts Payable/Leah Harris
PO Box 40
Kyle TX 78640

Ship To:

Kyle Police Department (TX)
100 W. Center St
Attn: Walt Tallant
Kyle TX 78640

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
WHELEN	000814	BF	FACTORY DIRECT	NET 15	0/0/0000	912,014
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
6	WE-LINZ6B	Whelen Linear Super LED Blue	EA	\$77.95	\$467.70	
4	WE-LINZ6J	Whelen Split Red Blue LED Lighthouse	EA	\$79.99	\$319.96	
3	WE-LINZ6C	Whelen Linear LED White	EA	\$80.85	\$242.55	
3	WE-RBKTHD5	Whelen Under Headlight Mounting Bracket	EA	\$13.75	\$41.25	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Peter Hernandez
Buyboard contract pricing
#363-10

Subtotal	\$5,272.56
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$5,272.56

Item # 8

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: November 6, 2012
 CONTACT CITY DEPARTMENT: Police Department
 CONTACT CITY STAFF: Jeff Barnett, Chief of Police

SUBJECT: Authorize Award and Execution of a Purchase Order to GT DISTRIBUTORS, INC of Austin, Texas, in an amount Not to Exceed \$5,272.56 for the purchase of emergency lighting and equipment for the Police Motor Unit to be used by the Police Department.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order for GT DISTRIBUTORS, INC for emergency lighting and equipment for the Police Motor Unit will require expenditure of funds included in the FY 2012-13 approved budget of the Police Special Revenue Fund.

1. City Department::	Police Department
2. Project Name:	Purchase emergency lighting and equipment for the Police Motor Unit
3. Budget/Accounting Code(s):	131-511-52233
4. Funding Source:	Police Special Revenue Fund
5. Current Appropriation:	\$ 5,500.00
6. Unencumbered Balance:	\$ 5,500.00
7. Amount of This Action:	<u>\$ (5,272.56)</u>
8. Remaining Balance:	<u>\$ 227.44</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order for emergency lighting and equipment for the Police Motor Unit in the amount of \$5,272.56 is provided from the FY 2012-13 approved budget (Police Special Revenue Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.



CITY OF KYLE, TEXAS

Time Warner Contract Amendment

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Authorize amendment of contract with TIME WARNER CABLE OF AUSTIN, TEXAS to increase fibert Internet speed from 10 Mbps to 50 Mbps, maintaining the original contract end date of July 2, 2014 in an amount not to exceed \$16,200.00 to be paid during FY 2012-13 (@ \$1350.00 per month) ~ *Mark Shellard, Director of Information Technology*

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Fiscal Note - TWC Amendment 11.6.12.](#)
 - [First Amendment to Dedicated Access Service Agreement \(City of Kyle\)](#)
 - [Original Contract](#)
 - [Time Warner amendment write up](#)
-

Time Warner Internet Contract Addendum 2012

City of Kyle is upgrading our internet speed at City Hall from 10 Mps to 50 Mps. This will provide better internet throughput for all City Hall employees. Doing this will not only increase the internet speed but it will also fix issues that we have with voice latency over our IP Phones. This change is needed to provide the building with enough throughput to provide a solid internet speed to Cityhall as well as all offices connected to cityhall by way of the network namely, Public Works, Lake Kyle, Kyle Public Library, Kyle Police Dept, and Parks Dept maintenance yard.

This change will increase the Internet bill from \$900 a month to \$1,350 a month. This has been budgeted for in line items 110-250-53125 and 110-257-53125. This is an amendment of the original agreement and will maintain the end date of July 2, 2014.

Doing this service upgrade will greatly benefit all departments located at City Hall by providing a much faster connection to the internet. With the addition of the Police Department to our network we will be requiring a faster connection to ensure all City and police functions run smoothly.

The city attorney has reviewed the amendment and approves of it's wording.



Service Agreement Terms and Conditions

This Business Class Service Order, including all attached Work Orders and additional Terms and Conditions that are incorporated herein by this reference ("**Service Agreement**"), dated 07/02/2009 (the "**Effective Date**"), is between customer identified below ("**Customer**") and Time Warner Cable ("**TWC or Operator**").

Time Warner Cable Information

Time Warner Cable Business Class

Street: 12012 N Mo-Pac Expy
City: Austin
State: TX
Zip Code: 78758

Contact: Ronald Doyle
Phone: (512) 531-7807
Cell Phone: (512) 486-0471
Fax: (512) 531-7849

Customer Information

Customer Name	Account Number	Federal Tax ID
CITY OF KYLE	108869301	

Billing Address

P O Box 40 Kyle TX 78640

Authorized Contact

Ivan Medina

Phone

(512) 262-1010

Fax

Billing Contact

Ivan Medina

Phone

(512) 262-1010

Fax

Customer Address(s)

100 W Center St Kyle TX 78640

Service Agreement

THIS TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT IS SUBJECT TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT TERMS AND CONDITIONS AVAILABLE AT WWW.TWCBC.COM/LEGAL, A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. BY EXECUTING THIS TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

_____ Authorized Signature for Time Warner Cable	Ivan Medina _____ Authorized Signature for Customer
_____ Printed Name and Title	Ivan Medina Director of IT _____ Printed Name and Title
_____ Date Signed	07/02/2009 _____ Date Signed

Page 1 of 1

Ivan Medina (imj)

e-Signed 2009-07-02 10:44AM EDT
ivan@cityofkyle.com
City of Kyle
Director of IT

Ronald Doyle (rjd)

e-Signed 2009-07-02 10:47AM EDT
ronald.doyle2@twcable.com
TWCBC
AE

Item # 9



Business Class Customer Service Order

Account Executive: Ronald Doyle
 Phone: (512) 531-7807
 Cell Phone: (512) 486-0471
 Fax: (512) 531-7849
 Email: ronald.doyle2@twcable.com

Customer Information		
Business Name	CITY OF KYLE	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
	State	74-1472324
Billing Address		Account Number
P O Box 40 Kyle TX 78640		108869301
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Ivan Medina	(512) 262-1010	ivan@cityofkyle.com
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Ivan Medina	(512) 262-1010	ivan@cityofkyle.com
Technical Contact	Technical Contact Phone	Technical Contact Email Address

Internet and Video Order Information For 100 W Center St Kyle TX 78640	
Service Type	Customer Requested Due Date
High Speed Internet (HSD)	07/02/09

Monthly Recurring Charge At 100 W Center St Kyle TX 78640				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
CONSOLIDATED BILLING	1	\$0.00	\$0.00	Month to Month
Dedicated Access large	1	\$995.00	\$995.00	60 Months
RRBC 10 Mb X 1Mb	1	\$189.95	\$189.95	Month to Month
STATIC IP (14-29 COMPUTER	1	\$0.00	\$0.00	Month to Month
STATIC IP (2-5 COMPUTERS)	1	\$16.00	\$16.00	Month to Month
*Total			\$1,200.95	
*Prices do not include taxes and fees.				

Page 1 of 2

Ivan Medina (imj)

e-Signed 2009-07-02 10:44AM EDT
 ivan@cityofkyle.com
 City of Kyle
 Director of IT

Ronald Doyle (rjd)

e-Signed 2009-07-02 10:47AM EDT
 ronald.doyle2@twcable.com
 TWCBC
 AE

Item # 9


Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

Upon early termination the customer shall, promptly pay TWC a termination fee equal to the Service Charges due for the remainder of the Initial Term or the then-current renewal term (plus any charges then due and owing). The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Agreement locks in rate for the Time Warner Cable Business Class services for term of contract. Cable television and Work-at-home services are subject to annual price change.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed

Page 2 of 2

Ivan Medina (imj)

e-Signed 2009-07-02 10:44AM EDT
ivan@cityofkyle.com
City of Kyle
Director of IT

Ronald Doyle (rjd)

e-Signed 2009-07-02 10:47AM EDT
ronald.doyle2@twcable.com
TWCBC
AE

Item # 9

FIRST AMENDMENT TO DEDICATED ACCESS SERVICE AGREEMENT

THIS FIRST AMENDMENT TO DEDICATED ACCESS SERVICE AGREEMENT (this "Amendment") is made as of _____, 2012, between the **Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region ("TWC")** and **the City of Kyle ("Customer")**;

WHEREAS, Customer and TWC have entered into that certain Dedicated Access Service Agreement dated as of July 2 ,2009 as amended by that certain Amendment to Dedicated Access Service Agreement, dated as of even date therewith (the "First Amendment") (collectively, the "Agreement");

WHEREAS, Customer and TWC desire to amend the Agreement as set forth below; and

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises made by the parties hereto, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree to modify the terms of the Agreement as follows:

1. TWC agrees to increase bandwidth to the Dedicated Internet Access Service (the "Upgraded Circuit") located at 100 W Center St., Kyle (TX) 78640. The capacity of such circuit will increase from 10Mbps Download and 10Mbps Upload to 50Mbps Download and 50Mbps Upload (the "Upgraded Circuit"). Upon the completion of the installation of the New Circuit, TWC shall provide Customer with a Completion Notice (the "2012 Project Completion Notice").
2. Effective as of the date of the 2012 Project Completion Notice, the Monthly Recurring Fee for the Upgraded Circuit shall from \$900.00 to \$1,350.00 per month.
3. The Initial Term of the Agreement will remain at an expiration of July 2, 2014.
4. Exhibit C of the Agreement is hereby amended and restated to read as follows:

NON-APPROPRIATION OF FUNDS. Termination for Non-Appropriation. Customer intends to fulfill each Service Order for their respective Order Terms if funds are legally available to pay the applicable Service Charges; provided, however, that Customer may terminate a Service Order, without penalty or liability, if funds sufficient to pay Customer's obligations under such Service Order are not appropriated. At least thirty (30) days prior to the end of the then-current fiscal year, or, if non-appropriation has not occurred by such date, immediately upon non-appropriation, Customer shall certify in writing that (i) funds have not been appropriated for the fiscal period and (ii) such non-appropriation did not result from any act or failure by Customer. Notwithstanding the foregoing, Customer agrees that if at any time prior to five (5) years following the date that Services were first delivered under such Service Order, Customer obtains funds that are legally available and sufficient to pay the applicable Service Charges under such Service Order, it will enter into a new order with TWC for the same or comparable Services delivered under such prior Service Order, upon the same terms and conditions as in this Master Agreement, which obligation shall expressly survive termination of this Master Agreement for non-appropriation under this Exhibit C.

Except as hereby amended, all other provisions of the Agreement (i) remain in full force and effect as originally written and (ii) are hereby confirmed and ratified by TWC and Customer. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

Customer:

TWC:

City of Kyle

Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region, with offices located at 750 Canyon Dr, Coppell, TX 75019 ("TWC")

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Vince Margiotta
Title: VP Commercial Sales, Texas
Date: _____

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: November 6, 2012
 CONTACT CITY DEPARTMENT: Information Technology
 CONTACT CITY STAFF: Mark Shellard, Director

SUBJECT: Consideration and Possible Action regarding the Approval of a Contract Amendment with Time Warner Cable in an amount Not to Exceed \$16,200 for internet services for City Hall.

CURRENT YEAR FISCAL IMPACT:

This contract for City Hall internet services with Time Warner Cable will require expenditure of funds from the existing operating budgets of Facility – City Hall and Facility – New Police Bldg. No new funds are being requested.

1. City Department:	Facility – City Hall and Facility – New Police Bldg.	
2. Project Name:	Time Warner Cable Internet Amendment	
3. Budget/Accounting Code(s):	110-250-53125 and 110-257-53125	
4. Funding Source:	General Fund	
	Facility – City Hall	Facility – New Police Bldg
5. Current Appropriation:	\$ 16,000.00	\$ 5,500.00
6. Unencumbered Balance:	\$ 14,792.20	\$ 0.00
7. Amount of This Action:	<u>\$ (10,700.00)</u>	<u>\$ (5,500.00)</u>
8. Remaining Balance:	<u>\$ 4,092.20</u>	<u>\$ 0.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for City Hall internet service in the amount of \$16,200.00 is provided from the existing General Fund Operating Budget.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.



CITY OF KYLE, TEXAS

Executive Session-Convene-Purchase of real property (Hays County Bldg)

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Convene Into Executive Session pursuant to Section 551.072, Tex. Government Code, to discuss the purchase, exchange, lease or value of real property located in the Original Town of Kyle

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



CITY OF KYLE, TEXAS

Executive Session-Reconvene- Purchase of Real Property (Hays County Bldg)

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Reconvene Into Public Session and take action as appropriate in the Council's discretion regarding the purchase, exchange, lease or value of real property located in the Original Town of Kyle

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



CITY OF KYLE, TEXAS

Hazard Mitigation Plan

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation:

A RESOLUTION OF THE CITY OF KYLE, TEXAS, ADOPTING A HAZARD MITIGATION PLAN AS AN APPENDIX TO THE HAYS COUNTY HAZARD MITIGATION PLAN, INCLUDING A PRIORITIZED LIST OF MITIGATION ACTIONS TO REDUCE SAFETY THREATS AND DAMAGE TO PRIVATE AND PUBLIC PROPERTY AS DEVELOPED AND RECOMMENDED BY THE MITIGATION PLANNING COMMITTEE ~ *James Earp, Assistant City Manager*

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [DEM HMP Notification](#)
 - [APA Hays County crosswalk](#)
 - [City of Kyle Appendix](#)
 - [Hazard Mitigation Plan Resolution](#)
-

Jeff Hauff

From: Sudduth, Carolyn <Carolyn.Sudduth@dps.texas.gov>
Sent: Tuesday, October 02, 2012 3:51 PM
To: Jeff Hauff
Cc: jward@rstarmail.com; Kristen Thatcher
Subject: Local Mitigation Action Plan is now APA!
Attachments: APA Hays County crosswalk.docx

WITH CROSSWALK ATTACHED.

Good news! FEMA has notified the State that it has concluded its review of the Hays County, Texas, local mitigation action plan and has found it to be approvable pending adoption.

In order for this plan to receive final FEMA approval, the jurisdiction(s) must adopt this plan and submit the documentation (typically resolutions) in a timely manner through the State to FEMA.

The approval date will start once FEMA receives and acknowledges the first adoption documentation, regardless as to whether it is one resolution or all. The State encourages adoption resolutions be submitted in bulk, rather than one by one. This documentation can be submitted either by mail or email and should come from the plan's main point of contact with the State rather than the individual participants.

A copy of the APA crosswalk is attached. It may list recommendations in the comments section. These apply to your next update. DO NOT make any further changes to your plan from now until it has been approved.

The following participating government(s) is/are included in this plan:

1. Bear Creek
2. Buda
3. Dripping Springs
4. Hays
5. Kyle
6. Mountain City
7. Niederwald
8. San Marcos
9. Uhland
10. Wimberly
11. Woodcreek
12. Hays County Unincorporated

Please Note: This email serves as your only notice that the plan is APA—it is up to you, as the point of contact, to notify the local communities that adoptions should be submitted to you, and from you to the State.

Once this requirement has been met, a letter of official approval will be generated. If you have any questions concerning this procedure, please do not hesitate to call me.

Item # 12

We commend the communities for their ongoing commitment to mitigation.

Carolyn Sudduth, CFM
Hazard Mitigation Plans Officer
DPS/Texas Division of Emergency Management

P.O. Box 4087
Austin, TX 78773-001

5805 N Lamar Blvd
Austin, TX 78759

office: 512-424-5683
fax: 512-424-5959

Please note and save my new email address: carolyn.sudduth@dps.texas.gov

Local Mitigation Plan Review and Approval Status

Jurisdiction: Hays County, TX		Title of Plan: Hays County, TX 2011 Hazard Mitigation Plan Update		Date of Plan: December 27, 2011		
Local Point of Contact: Jeff Turner			Address: Hays County Office of Emergency Management 102 N. LBJ, Suite 303 San Marcos, TX 78666			
Title: Emergency Management Coordinator						
Agency: Hays County Office of Emergency Management						
Phone Number: 512-393-7300			E-Mail: Jeff.turner@co.hays.tx.us			
State Reviewer: Ben Buchanan, CFM		Title: Planning Contractor		Date: May 1, 2012		
FEMA Reviewer: Mary Lover		Title: Hazard Mitigation Planner		Date: September 25, 2012		
FEMA Reviewer: David Reiff		Title: HM Community Planner		Date: September 25, 2012		
Date Received in FEMA Region VI			9/24/2012			
Plan Not Approved			September 26, 2012 (Approvable Pending Adoption)			
Plan Approved						
Jurisdiction:		DFIRM		NFIP Status*		
		In Plan	NOT in Plan	Y	N	N/A
1. Bear Creek		X		X		
2. Buda		X		X		
3. Dripping Springs		X		X		
4. Hays		X		X		
5. Kyle		X		X		
6. Mountain City		X		X		
7. Niederwald		X		X		

LOCAL HAZARD MITIGATION PLAN REVIEW CROSSWALK

FEMA REGION VI

Jurisdiction: Hays County, Texas 2011 Hazard Mitigation Plan Update

8. San Marcos	X		X			
9. Uhland	X		X			
10. Wimberly	X		X			
11. Woodcreek	X		X			
12. Hays County Unincorporated	X		X			

* Notes: Y = Participating N = Not Participating N/A = Not Mapped

Item # 12

JULY 1, 2008 (W/DFIRM)

LOCAL MITIGATION PLAN REVIEW SUMMARY

The plan cannot be approved if the plan has not been formally adopted. Each requirement includes separate elements. All elements of the requirement must be rated "Satisfactory" in order for the requirement to be fulfilled and receive a score of "Satisfactory." Elements of each requirement are listed on the following pages of the Plan Review Crosswalk. A "Needs Improvement" score on elements shaded in gray (recommended but not required) will not preclude the plan from passing. Reviewer's comments must be provided for requirements receiving a "Needs Improvement" score.

Prerequisite(s) (Check Applicable Box)

1. Adoption by the Local Governing Body: §201.6(c)(5) OR

NOT MET	MET
	N/A

2. Multi-Jurisdictional Plan Adoption: §201.6(c)(5)
AND

NOT MET	MET
X	

3. Multi-Jurisdictional Planning Participation: §201.6(a)(3)

NOT MET	MET
	X

Planning Process

4. Documentation of the Planning Process: §201.6(b) and §201.6(c)(1)

N	S
	X

Risk Assessment

5. Identifying Hazards: §201.6(c)(2)(i)

N	S
	X

6. Profiling Hazards: §201.6(c)(2)(i)

N	S
	X

7. Assessing Vulnerability: Overview: §201.6(c)(2)(ii)

N	S
	X

8. Assessing Vulnerability: Addressing Repetitive Loss Properties. §201.6(c)(2)(ii)

N	S
	X

9. Assessing Vulnerability: Identifying Structures, Infrastructure, and Critical Facilities: §201.6(c)(2)(ii)(B)

N	S

10. Assessing Vulnerability: Estimating Potential Losses: §201.6(c)(2)(ii)(B)

N	S

11. Assessing Vulnerability: Analyzing Development Trends: §201.6(c)(2)(ii)(C)

N	S

12. Multi-Jurisdictional Risk Assessment: §201.6(c)(2)(iii)

N	S
	X

*States that have additional requirements can add them in the appropriate sections of the *Local Multi-Hazard Mitigation Planning Guidance* or create a new section and modify this Plan Review Crosswalk to record the score for those requirements.

SCORING SYSTEM

Please check one of the following for each requirement.

N – Needs Improvement: The plan does not meet the minimum for the requirement. Reviewer's comments must be provided.

S – Satisfactory: The plan meets the minimum for the requirement. Reviewer's comments are encouraged, but not required.

Mitigation Strategy

- 13. Local Hazard Mitigation Goals: §201.6(c)(3)(i)
- 14. Identification and Analysis of Mitigation Actions: §201.6(c)(3)(ii)
- 15. Identification and Analysis of Mitigation Actions: NFIP Compliance. §201.6(c)(3)(ii)
- 16. Implementation of Mitigation Actions: §201.6(c)(3)(iii)
- 17. Multi-Jurisdictional Mitigation Actions: §201.6(c)(3)(iv)

N	S
	X
	X
	X
	X
	X

Plan Maintenance Process

- 18. Monitoring, Evaluating, and Updating the Plan: §201.6(c)(4)(ii)
- 19. Incorporation into Existing Planning Mechanisms: §201.6(c)(4)(ii)
- 20. Continued Public Involvement: §201.6(c)(4)(iii)

N	S
	X
	X
	X

Additional State Requirements*

- Insert State Requirement
- Insert State Requirement
- Insert State Requirement

N	S

LOCAL MITIGATION PLAN APPROVAL STATUS

PLAN NOT APPROVED

See Reviewer's Comments

PLAN APPROVED

PREREQUISITE(S)

1. Adoption by the Local Governing Body

Requirement §201.6(c)(5): [The local hazard mitigation plan **shall** include] documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County Commissioner, Tribal Council).

Element	Location in the Plan (section or annex and page #)	Reviewer's Comments	SCORE	
			NOT MET	MET
A. Has the local governing body adopted new or updated plan?				
B. Is supporting documentation, such as a resolution, included?				
SUMMARY SCORE				N/A

2. Multi-Jurisdictional Plan Adoption

Requirement §201.6(c)(5): For multi-jurisdictional plans, each jurisdiction requesting approval of the plan **must** document that it has been formally adopted.

Element	Location in the Plan (section or annex and page #)	Reviewer's Comments	SCORE	
			NOT MET	MET
A. Does the new or updated plan indicate the specific jurisdictions represented in the plan?	P 3-2, 3-14, Appendix L, P 3		X	X
B. For each jurisdiction, has the local governing body adopted the new or updated plan?	P 2-6, 9-2,	Required Revision: Upon receiving "Approvable" status, plan must be formally adopted by each participating jurisdiction within one year of the FEMA letter of notification.	X	
C. Is supporting documentation, such as a resolution, included for each participating jurisdiction?	P 9-2, A-17, B-22, C-19, D-19, E-21, F: 1-19, G-17, H-32, I-18, J-26, K-21	Placeholder reserved for adoption resolutions to be inserted following formal adoption by the participating jurisdictions. Required Revision: Submit copy of executed adoption resolutions to FEMA through the State Hazard Mitigation Office to receive final plan approval.	X	
SUMMARY SCORE			X	

3. Multi-Jurisdictional Planning Participation

Requirement §201.6(a)(3): Multi-jurisdictional plans (e.g., watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process ... Statewide plans will not be accepted as multi-jurisdictional plans.

Element	Location in the Plan (section or annex and page #)	Reviewer's Comments	SCORE	
			NOT MET	MET
A. Does the new or updated plan describe how each jurisdiction participated in the plan's development?	P 4:5-7, Table 8	The plan describes how each jurisdiction participated in the plan development.		X
B. Does the updated plan identify all participating jurisdictions, including new, continuing, and the jurisdictions that no longer participate in the plan?	P 3-2, 3-14, Appendix L, P 3			X
SUMMARY SCORE				X

PLANNING PROCESS: §201.6(b): An open public involvement process is essential to the development of an effective plan.

4. Documentation of the Planning Process

Requirement §201.6(b): In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process **shall** include:

- (1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
- (2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and
- (3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

Requirement §201.6(c)(1): [The plan **shall** document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

Element	Location in the Plan (section or annex and page #)	Reviewer's Comments	SCORE	
			N	S
A. Does the plan provide a narrative description of the process followed to prepare the new or updated plan?	P. 2-3, 4-4, 4:10-11	The planning process followed a four stage process.		X
B. Does the new or updated plan indicate who was involved in the current planning process? (For example, who led the development at the staff level and were there any external contributors such as contractors? Who participated on the plan committee, provided information, reviewed drafts, etc.?)	P 4:5-7, Table 8, Appendix L	Jeff Turner, Hays County Emergency Management Director led the development process and consultant Jeffrey S. Ward & Associates, Inc. facilitated the update process. The Mitigation Planning Committee is identified (Tables 8).		X

Item # 12

LOCAL HAZARD MITIGATION PLAN REVIEW CROSSWALK

FEMA REGION VI

Jurisdiction: Hays County, Texas 2011 Hazard Mitigation Plan Update

C. Does the new or updated plan indicate how the public was involved? (Was the public provided an opportunity to comment on the plan during the drafting stage and prior to the plan approval?)	P 2-3, 4-7, 4-13, Table 9, Appendix M	Public notices were placed in a local newspaper inviting the public to the presentation and the availability of review copies. Drafts were available for public review and comment on the Hays County website and the Office of Emergency Management. The MPC also identified local Civic Groups who were invited via letter/email. Stakeholders were invited via email to comment.		X
D. Does the new or updated plan discuss the opportunity for neighboring communities, agencies, businesses, academia, nonprofits, and other interested parties to be involved in the planning process?	P 4-5, 4:8-9, Appendix M	The Stakeholders Group was comprised of community organizations, businesses, academia, neighboring communities among others who were invited to meetings and reviewed drafts of the plan.		X
E. Does the planning process describe the review and incorporation, if appropriate, of existing plans, studies, reports, and technical information?	P 8:2-3	Several plans, studies and reports were reviewed for utilization in the 2011 Plan Update.		X
F. Does the updated plan document how the planning team reviewed and analyzed each section of the plan and whether each section was revised as part of the update process?	P 4-10	The MPC reviewed and analyzed each section of the original plan in detail performing a gap analysis to determine which areas required updating.		X
SUMMARY SCORE				X

RISK ASSESSMENT: §201.6(c)(2): *The plan shall include a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.*

5. Identifying Hazards

Requirement §201.6(c)(2)(i): *[The risk assessment shall include a] description of the type ... of all natural hazards that can affect the jurisdiction.*

Element	Location in the Plan (section or annex and page #)	Reviewer's Comments	SCORE	
			N	S
A. Does the new or updated plan include a description of the types of all natural hazards that affect the jurisdiction?	P F 5- 9, T 5-22, ST/HW 5-30, DF 5-34, WS 5-40, WF 5-46, TS/TC 5-49, D 5-51, EQ 5-57, H 5-60, EH 5-64			X
SUMMARY SCORE				X

Item # 12

6. Profiling Hazards

Requirement §201.6(c)(2)(i): [The risk assessment **shall** include a] description of the ... location and extent of all natural hazards that can affect the jurisdiction. The plan **shall** include information on previous occurrences of hazard events and on the probability of future hazard events.

Element	Location in the Plan (section or annex and page #)	Reviewer's Comments	SCORE	
			N	S
A. Does the risk assessment identify the location (i.e., geographic area affected) of each natural hazard addressed in the new or updated plan?	P F 5:11-13, T 6-2, ST/HW 5-30, WS 5-40, TS/TC 5-49, D 5-51, EQ 5-57, H 5-60, EH 5-64	Although the maps provided P 5:56-67 can be used to satisfy the element; however they are not clear and/or legibly to obtain the information provided. Recommended Revision: When using maps ensure the maps are clear, legibly and provide enough information to satisfy the element.		X
B. Does the risk assessment identify the extent (i.e., magnitude or severity) of each hazard addressed in the new or updated plan?	T 5-26, ST/HW 5-31, DF 5-33/34, WS 5-53/54, TS/TC 5-49, D 5-51, EQ 5-57, H 5-60, EH 5-64			X
C. Does the plan provide information on previous occurrences of each hazard addressed in the new or updated plan?	P F 5:17-29, T 5:28-29, ST/HW 5-32, DF 5-39, WS 5:43-45, WF 5-48, TS/TC 5-50, D 5-53, EQ 5-58, H 5-61, EH 5-65	The plan provided previous occurrences for each hazard.		X
D. Does the plan include the probability of future events (i.e., chance of occurrence) for each hazard addressed in the new or updated plan?	P 2:4-5, Table 1, P 5-8, Table 13, P 5-67, Table 31 P F 5-21, T 5-29, ST/HW 5-33, DF 5-39, WS 5-45, WF 5-48, TS/TC 5-50, D 5-54, EQ 5-58/59, H 5-65, EH 5-58/59	Probability is measured using Table 13, P 5-8 as low, medium and high. Recommended Revision: Include the Richter Scales identifying the magnitude of an earthquake.		X
SUMMARY SCORE				X

Item # 12

7. Assessing Vulnerability: Overview

Requirement §201.6(c)(2)(ii): [The risk assessment **shall** include a] description of the jurisdiction’s vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description **shall** include an overall summary of each hazard and its impact on the community.

Element	Location in the Plan (section or annex and page #)	Reviewer’s Comments	SCORE	
			N	S
A. Does the new or updated plan include an overall summary description of the jurisdiction’s vulnerability to each hazard?	P F 5:15, T 5:27, ST/HW 5-31, WS 5-40/42, EH 5-64			X
B. Does the new or updated plan address the impact of each hazard on the jurisdiction?	P 2:4-5, Table 1, P 5-67, Table 31, P F 5-10, T 5-25, ST/HW 2:4-5 and 5-67, DF 5:33-34, WS 5-42, WF 2:4-5 and 5-67, TS/TC 5-50, D 2:4-5 and 5-67, EQ 5-58, H 5-63, EH 5-63	Recommended Revision: Include the Richter and Mercalli Scales identifying the magnitude and impact of an earthquake.		X
SUMMARY SCORE				X

8. Assessing Vulnerability: Addressing Repetitive Loss Properties

Requirement §201.6(c)(2)(ii): [The risk assessment] **must** also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged floods.

Element	Location in the Plan (section or annex and page #)	Reviewer’s Comments	SCORE	
			N	S
A. Does the new or updated plan describe vulnerability in terms of the types and numbers of repetitive loss properties located in the identified hazard areas?	P 6-3	Hays County has a total of 32 repetitive loss properties; 30 residential and 2 non-residential. There is also one severe repetitive loss property in the county		X
SUMMARY SCORE				X

Item # 12

9. Assessing Vulnerability: Identifying Structures

Requirement §201.6(c)(2)(ii)(A): *The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area*

Element	Location in the Plan (section or annex and page #)	Reviewer's Comments	SCORE	
			N	S
A. Does the new or updated plan describe vulnerability in terms of the types and numbers of existing buildings, infrastructure, and critical facilities located in the identified hazard areas?				
B. Does the new or updated plan describe vulnerability in terms of the types and numbers of future buildings, infrastructure, and critical facilities located in the identified hazard areas?				
SUMMARY SCORE				

10. Assessing Vulnerability: Estimating Potential Losses

Requirement §201.6(c)(2)(ii)(B): *[The plan should describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate*

Element	Location in the Plan (section or annex and page #)	Reviewer's Comments	SCORE	
			N	S
A. Does the new or updated plan estimate potential dollar losses to vulnerable structures?				
B. Does the new or updated plan describe the methodology used to prepare the estimate?				
SUMMARY SCORE				

11. Assessing Vulnerability: Analyzing Development Trends

Requirement §201.6(c)(2)(ii)(C): *[The plan should describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.*

Element	Location in the Plan (section or annex and page #)	Reviewer's Comments	SCORE	
			N	S
A. Does the new or updated plan describe land uses and development trends?				
SUMMARY SCORE				

Item # 12

12. Multi-Jurisdictional Risk Assessment

Requirement §201.6(c)(2)(iii): For multi-jurisdictional plans, the risk assessment **must** assess each jurisdiction’s risks where they vary from the risks facing the entire planning area.

Element	Location in the Plan (section or annex and page #)	Reviewer’s Comments	SCORE	
			N	S
A. Does the new or updated plan include a risk assessment for each participating jurisdiction as needed to reflect unique or varied risks?	P 5-9 -6-30, A:1-16, B:1-21, C:1-18, D:1-18, E: 1-20, F:11-118, G:1-16, H:1-31, I: 1-17, J: 1-25, K:1-20	The plan includes a risk assessment for Hays County and participating jurisdictions.		X
SUMMARY SCORE				X

MITIGATION STRATEGY: §201.6(c)(3): The plan shall include a mitigation strategy that provides the jurisdiction’s blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.

13. Local Hazard Mitigation Goals

Requirement §201.6(c)(3)(i): [The hazard mitigation strategy **shall** include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

Element	Location in the Plan (section or annex and page #)	Reviewer’s Comments	SCORE	
			N	S
A Does the new or updated plan include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards?	P 7-3	The plan identified seven mitigation goals.		X
SUMMARY SCORE				X

14. Identification and Analysis of Mitigation Actions

Requirement §201.6(c)(3)(ii): *[The mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.*

Element	Location in the Plan (section or annex and page #)	Reviewer's Comments	SCORE	
			N	S
A. Does the new or updated plan identify and analyze a comprehensive range of specific mitigation actions and projects for each hazard?	P 7:12-26, A:10-16, B:14-21, C:12-18, D: 12-18, E: 14-20, F:113-118, G:10-16, H: 22-31, I: 12-17, J: 18-25, K: 13-20			X
B. Do the identified actions and projects address reducing the effects of hazards on new buildings and infrastructure?	P 7-21, B-19	The plan identified actions and projects address reducing the effects of hazards on new buildings and infrastructure		X
C. Do the identified actions and projects address reducing the effects of hazards on existing buildings and infrastructure?	P 7-17, B-19	The plan identified actions and projects address reducing the effects of hazards on existing buildings and infrastructure		X
SUMMARY SCORE				X

15. Identification and Analysis of Mitigation Actions: National Flood Insurance Program (NFIP) Compliance

Requirement: §201.6(c)(3)(ii): [The mitigation strategy] must also address the jurisdiction’s participation in the National Flood Insurance Program (NFIP), and continued compliance with NFIP requirements, as appropriate.

Element	Location in the Plan (section or annex and page #)	Reviewer’s Comments	SCORE	
			N	S
A. Does the new or updated plan describe the jurisdiction (s) participation in the NFIP?	P 6-3, 7:7-9, 7-12, D-9, G-7	All communities participate in the NFIP.		X
B. Does the mitigation strategy identify, analyze and prioritize actions related to continued compliance with the NFIP?	P 7:12-26, A:10-16, B:14-21, C:12-18, D: 12-18, E: 14-20, F:113-118, G:10-16, H: 22-31, I: 12-17, J: 18-25, K: 13-20	Actions are included and prioritized to continued compliance with the NFIP.		X
SUMMARY SCORE				X

16. Implementation of Mitigation Actions

Requirement: §201.6(c)(3)(iii): [The mitigation strategy section shall include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

Element	Location in the Plan (section or annex and page #)	Reviewer’s Comments	SCORE	
			N	S
A. Does the new or updated mitigation strategy include how the actions are prioritized? (For example, is there a discussion of the process and criteria used?)	P 7-9	The MPC reviewed and updated the mitigation actions and prioritized using the STAPLEE method.		X
B. Does the new or updated mitigation strategy address how the actions will be implemented and administered, including the responsible department, existing and potential resources and the timeframe to complete each action?	P 7:12-26, A:10-16, B:14-21, C:12-18, D: 12-18, E: 14-20, F:113-118, G:10-16, H: 22-31, I: 12-17, J: 18-25, K: 13-20	The plan identified how the actions will be implemented and administered, including the responsible department, existing and potential resources and the timeframe to complete each action		X
C. Does the new or updated prioritization process include an emphasis on the use of a cost-benefit review to maximize benefits?	P 7-9	Cost effectiveness was considered in the development of mitigation actions and will continue to be central in the County’s decision making process.		X

D. Does the updated plan identify the completed, deleted or deferred mitigation actions as a benchmark for progress, and if activities are unchanged (<i>i.e.</i> , deferred), does the updated plan describe why no changes occurred?	P 7:12-26, A:10-16, B:14-21, C:12-18, D: 12-18, E: 14-20, F:113-118, G:10-16, H: 22-31, I: 12-17, J: 18-25, K: 13-20	All previous actions were evaluated and discussed if activities were completed or as ongoing activities.		X
SUMMARY SCORE				X

17. Multi-Jurisdictional Mitigation Actions

Requirement §201.6(c)(3)(iv): For multi-jurisdictional plans, there **must** be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.

Element	Location in the Plan (section or annex and page#)	Reviewer's Comments	SCORE	
			N	S
A Does the new or updated plan include identifiable action items for each jurisdiction requesting FEMA approval of the plan?	P 7:12-26, A-10-16			X
B. Does the updated plan identify the completed, deleted or deferred mitigation actions as a benchmark for progress, and if activities are unchanged (<i>i.e.</i> , deferred), does the updated plan describe why no changes occurred?	P 7:12-26, A:10-16, B:14-21, C:12-18, D: 12-18, E: 14-20, F:113-118, G:10-16, H: 22-31, I: 12-17, J: 18-25, K: 13-20	All previous actions were evaluated and discussed if activities were completed or as ongoing activities.		X
SUMMARY SCORE				X

Item # 2

PLAN MAINTENANCE PROCESS

18. Monitoring, Evaluating, and Updating the Plan

Requirement §201.6(c)(4)(i): [The plan maintenance process **shall** include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.

Element	Location in the Plan (section or annex and page#)	Reviewer's Comments	SCORE	
			N	S
A. Does the new or updated plan describe the method and schedule for monitoring the plan, including the responsible department?	P 10-2			X
B. Does the new or updated plan describe the method and schedule for evaluating the plan, including how, when and by whom (i.e. the responsible department)?	P 10-3	The plan describes the method and schedule for evaluating the plan.		X
C. Does the new or updated plan describe the method and schedule for updating the plan within the five-year cycle?	P 10: 2-3	Plan update will be considered on a five-year cycle and is due to enter the next review cycle in 2015.		X
SUMMARY SCORE				X

19. Incorporation into Existing Planning Mechanisms

Requirement §201.6(c)(4)(ii): [The plan **shall** include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

Element	Location in the Plan (section or annex and page#)	Reviewer's Comments	SCORE	
			N	S
A. Does the new or updated plan identify other local planning mechanisms available for incorporating the mitigation requirements of the mitigation plan?	P 8-1	The mitigation plan strategies will be incorporated into the NFIP participating jurisdictions FPM ordinances update, as well as the capital budgeting when projects require local match for grants, implementing the FEMA SRL and RFC programs, drainage plans, and updating the Emergency Operations Plan.		X
B. Does the new or updated plan include a process by which the local government will incorporate the mitigation strategy and other information contained in the plan (e.g., risk assessment) into other planning mechanisms, when appropriate?	P 8-1	The plan included a process by which the local government will incorporate the mitigation strategy and other information contained in the plan into other planning mechanisms, when appropriate.		X
C. Does the updated plan explain how the local government incorporated the mitigation strategy and other information contained in the plan (e.g., risk assessment) into other planning mechanisms, when appropriate?	P 8-1	The plan mentioned as part of the original HMP development, the county did not consider integrating components of the plan into other planning mechanisms.		X
SUMMARY SCORE				X

Item # 12

20. Continued Public Involvement

Requirement §201.6(c)(4)(iii): [The plan maintenance process **shall** include a] discussion on how the community will continue public participation in the plan maintenance process.

Element	Location in the Plan (section or annex and page#)	Reviewer's Comments	SCORE	
			N	S
A. Does the new or updated plan explain how continued public participation will be obtained? (For example, will there be public notices, an on-going mitigation plan committee, or annual review meetings with stakeholders?)	Pg. 8-3			X
SUMMARY SCORE				X

MATRIX A: PROFILING HAZARDS

This matrix can assist FEMA and the State in scoring each hazard. Local jurisdictions may find the matrix useful to ensure that their plan addresses each natural hazard that can affect the jurisdiction. **Completing the matrix is not required.**

Note: First, check which hazards are identified in requirement §201.6(c)(2)(i). Then, place a checkmark in either the N or S box for each applicable hazard. An “N” for any element of any identified hazard will result in a “Needs Improvement” score for this requirement. List the hazard and its related shortcoming in the comments section of the Plan Review Crosswalk.

Hazard Type	Hazards Identified Per Requirement §201.6(c)(2)(i)	A. Location		B. Extent		C. Previous Occurrences		D. Probability of Future Events	
	Yes	N	S	N	S	N	S	N	S
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Legend:

§201.6(c)(2)(i) Profiling Hazards

- A. Does the risk assessment identify the location (*i.e.*, geographic area affected) of each hazard addressed in the **new or updated** plan?
- B. Does the risk assessment identify the extent (*i.e.*, magnitude or severity) of each hazard addressed in the **new or updated** plan?
- C. Does the plan provide information on previous occurrences of each natural hazard addressed in the **new or updated** plan?
- D. Does the plan include the probability of future events (*i.e.*, chance of occurrence) for each hazard addressed in the plan?

MATRIX B: ASSESSING VULNERABILITY

This matrix can assist FEMA and the State in scoring each hazard. Local jurisdictions may find the matrix useful to ensure that the new or updated plan addresses each requirement. **Completing the matrix is not required.**

Note: First, check which hazards are identified in requirement §201.6(c)(2)(i). Then, place a checkmark in either the N or S box for each applicable hazard. An “N” for any element of any identified hazard will result in a “Needs Improvement” score for this requirement. List the hazard and its related shortcoming in the comments section of the Plan Review Crosswalk. Note: Receiving an N in the shaded columns will not preclude the plan from passing.

Hazard Type	Hazards Identified Per Requirement §201.6(c)(2)(i)	§201.6(c)(2)(ii) Assessing Vulnerability: Overview	A. Overall Summary Description of Vulnerability		B. Hazard Impact		§201.6(c)(2)(ii) Assessing Vulnerability: Identifying Structures	A. Types and Number of Existing Structures in Hazard Area (Estimate)		B. Types and Number of Future Structures in Hazard Area (Estimate)		§201.6(c)(2)(ii) Assessing Vulnerability: Estimating Potential Losses	A. Loss Estimate		B. Methodology	
	Yes		N	S	N	S		N	S	N	S		N	S	N	S
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Legend:

§201.6(c)(2)(ii) Assessing Vulnerability: Overview

- A. Does the **new or updated** plan include an overall summary description of the jurisdiction’s vulnerability to each hazard?
- B. Does the **new or updated** plan address the impact of each hazard on the jurisdiction?

- B. Does the **new or updated** plan describe vulnerability in terms of the types and numbers of future buildings, infrastructure, and critical facilities located in the identified hazard areas?

§201.6(c)(2)(ii)(A) Assessing Vulnerability: Identifying Structures

- A. Does the **new or updated** plan describe vulnerability in terms of the types and numbers of existing buildings, infrastructure, and critical facilities located in the identified hazard areas?

§201.6(c)(2)(ii)(B) Assessing Vulnerability: Estimating Potential Losses

- A. Does the **new or updated** plan estimate potential dollar losses to vulnerable structures?
- B. Does the **new or updated** plan describe the methodology used to prepare the estimate?

MATRIX C: IDENTIFICATION AND ANALYSIS OF MITIGATION ACTIONS

This matrix can assist FEMA and the State in scoring each hazard. Local jurisdictions may find the matrix useful to ensure consideration of a range of actions for each hazard. **Completing the matrix is not required.**

*Note: First, check which hazards are identified in requirement §201.6(c)(2)(i). Then, place a checkmark in either the N or S box for each **applicable** hazard. An “N” for any identified hazard will result in a “Needs Improvement” score for this requirement. List the hazard and its related shortcoming in the comments section of the Plan Review Crosswalk.*

Hazard Type	Hazards Identified Per Requirement §201.6(c)(2)(i)	A. Comprehensive Range of Actions and Projects	
	Yes	N	S
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Legend:

§201.6(c)(3)(ii) Identification and Analysis of Mitigation Actions

A. Does the **new or updated** plan identify and analyze a comprehensive range of specific mitigation actions and projects for each hazard?



Appendix E: City of Kyle, Texas
Supplemental Jurisdictional Appendix for the 2011 Hays County Hazard Mitigation Plan Update

Appendix E City of Kyle

Contents of this Section

- 1.1 Background
- 1.2 Public Facilities
- 1.3 Hazard Identification
- 1.4 Vulnerability Assessment and Loss Estimation
- 1.5 Mitigation Actions
- 1.6 Plan Adoption by the City of Kyle

This appendix is part of the 2011 Hays County Hazard Mitigation Plan (HMP) update, and includes jurisdiction-specific information about the City of Kyle, which is one of the 11 incorporated jurisdictions within the County that is participating in the Plan update. This appendix supplements the County HMP, so only jurisdiction-specific information is included here.

1.1 Background

The City of Kyle is located on Interstate Highway 35 eight miles north of San Marcos and twenty miles south of Austin in northeastern Hays County. Kyle was founded in 1881 by Captain Fergus Kyle as a stop on the International and Great Northern Railroad between Austin and San Antonio. Interstate 35 has contributed to the same north/south linear development of Kyle as a city. Over the last two decades, robust population and business growth has been experienced in the immediate Austin vicinity. This growth has now spread to the nearby rural communities, such as the City of Kyle. As a result, Kyle has experienced significant growth and development over the past decade and is currently undergoing a transformation from a primarily rural to an urbanized area.¹

The population in the City of Kyle has also increased dramatically over the past 20 years. From 1990 to 2000 Kyle experienced growth of 139 percent when the population increased from 2,225 to 5,314. The 2010 U.S. Census estimated the Kyle population at 28,016.² Between 2000 and 2010, the population has increased 426 percent. A portion of this growth can be attributed to the fact that Kyle's city limits have increased significantly since 2001 through annexation. This growth can also be attributed to the remarkable changes that have occurred as Austin continues to push outward from its urban center.³

As of 2010 there were 9,226 housing units in the City.

¹ City of Kyle Comprehensive Plan. June 15, 2010

² US Census Bureau. 2010 US Census. Race, Hispanic or Latino, Age and Housing Occupancy - City of Kyle.

³ City of Kyle Comprehensive Plan. June 15, 2010

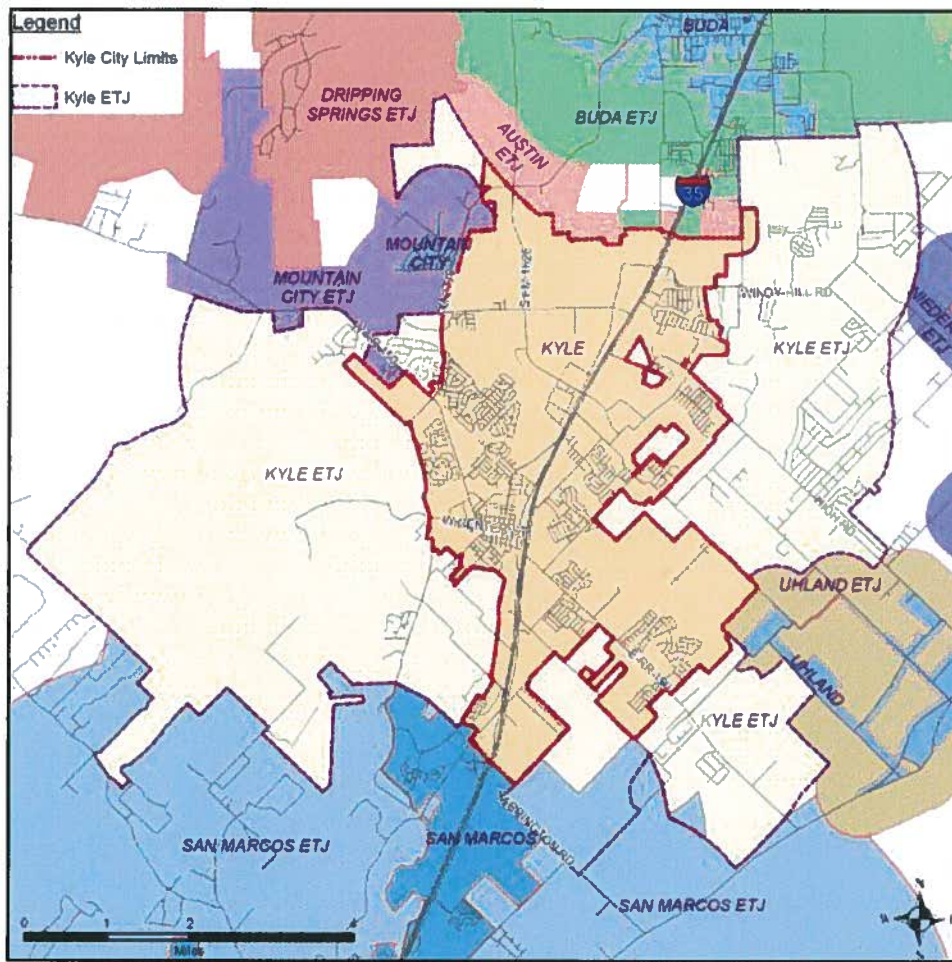


Appendix E: City of Kyle, Texas
Supplemental Jurisdictional Appendix for the 2011 Hays County Hazard Mitigation Plan Update

	2005	2006	2007	2008	2009	2010
Residential	967	925	591	401	311	282
Commercial	11	No Info	41	67	23	24
Total	978	925	632	468	334	306

Figure E-1 is a map of the City of Kyle, which covers 18.86 square miles. See Section 3.3.1 (Geography) of the 2011 Plan update for a jurisdictional map of Hays County.

Figure E-1
City of Kyle, Texas Map
(Source: City of Kyle, GIS Department)





Appendix E: City of Kyle, Texas
Supplemental Jurisdictional Appendix for the 2011 Hays County Hazard Mitigation Plan Update

1.2 Public Facilities

As part of the Hays County Plan update, the City of Kyle was contacted by email and requested to provide a list of city owned facilities. As of 2011, the City owns 33 public buildings. These facilities are listed below in Table 1.2-1.

Table E-1
City of Kyle Public Facilities
(Source: City of Kyle, Texas)

#	Depart	Building Name	Physical Address	Approx Occupancy	Approx Sq Feet	Replacement Value
	Admin					
1		Kyle City Hall	100 W. Center St	165	16,000	\$ 2,519,900.00
2		Historic Kyle City Hall	101 S. Burleson	120	5,000	\$ 551,700.00
3		Kyle Train Depot	101 N. Front	40	1,350	\$ 216,800.00
4		IT/FW Building	101 S. Front	25	1,100	\$ 119,100.00
5		County Annex	120 N. Front	95	10,500	\$ 1,041,000.00
	Police Dept					
6		Main Administration Building	300 W Center	25	1,100	\$ 269,700.00
7		Chief's Office	300 W Center	3	250	\$ 7,900.00
8		Detective's Office	300 W Center	8	450	\$ 33,900.00
	Library					
9		Kyle Public Library	Scott Street	225	20,000	\$ 4,500,000.00
10		Kyle Community Library	409 W. Blanco St.	55	5,000	\$ 460,000.00
11		Thrift Store	200 N Front	40	2,100	\$ 336,300.00
	Public Works					
12		Administration	520 E. RR 150	40	4,287	\$ 348,900.00



Appendix E: City of Kyle, Texas
Supplemental Jurisdictional Appendix for the 2011 Hays County Hazard Mitigation Plan Update

#	Depart	Building Name	Physical Address	Approx Occupancy	Approx Sq Feet	Replacement Value
13		Maintenance	520 E. RR 150	45	9,850	\$ 814,100.00
14		Street Dept. Storage (white cinder block)	520 E. RR 150	2	300	\$ 30,000.00
15		Well 1 & 5 Chlorine and Pump Station (white cinder block)	225 Rebel Rd.	2	200	\$ 20,000.00
16		Well 1 & 5 Chlorine and Pump Station (white cinder block)	225 Rebel Rd.	2	200	\$ 20,000.00
17		Well 3 Chlorine Room (white cinder block)	260 N. Old Stagecoach Rd.	2	150	\$ 15,000.00
18		Well 3 Pump Station (white cinder block)	260 N. Old Stagecoach Rd.	2	100	\$ 10,000.00
19		1626 Chlorine and Pump Station (white cinder block)	5155 S. FM 1626	2	200	\$ 20,000.00
20		Yarrington Chlorine and Pump Station (white cinder block)	1193 Yarrington Rd.	2	100	\$ 10,000.00
21		Lehman Chlorine and Pump Station (white cinder block)	150 Agate Lake Dr.	2	200	\$ 20,000.00
	Parks					
22		Lake Kyle Admin Building & Restrooms	700 Lehman Rd	20	2,032	\$ 250,000.00
23		City Square Park - Gazebo	Main & Miller	25	150	\$ 80,000.00
24		Gregg-Clarke Park - Concession/Restrooms	Park Road 1 and Gregg Dr	15	600	\$ 80,000.00
25		Gregg-Clarke Park - Pavilion/Restrooms	Park Road 1	35	250	\$ 80,000.00
26		Gregg-Clarke Park - Sports Complex RR/Concession	1100 W Center	225	600	\$ 80,000.00
27		Gregg-Clarke Park - Pool Office/Restrooms	1100 W Center	2	550	\$ 508,700.00
28		Gregg-Clarke Park - Pool Pump Rooms	1100 W Center	2	100	\$ 35,000.00
29		Maintenance Yard Main Building	225 Rebel Rd	25	2,800	\$ 150,600.00
30		Maintenance Yard Storage Building	225 Rebel Rd	10	700	\$ 35,000.00



Appendix E: City of Kyle, Texas
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#	Depart	Building Name	Physical Address	Approx Occupancy	Approx Sq Feet	Replacement Value
31		Steeplechase Park Pavilion/Restrooms	Park Road 2 and Hallie Dr	35	250	\$ 25,000.00
32		Waterleaf Park Storage/Restrooms	Abundance Dr	15	250	\$ 25,000.00
33	Other	Fire Station #2	150 Bunton Creek Rd	100	11,000	\$ 968,600.00



Appendix E: City of Kyle, Texas
Supplemental Jurisdictional Appendix for the 2011 Hays County Hazard Mitigation Plan Update

1.3 Hazard Identification

Hays County has received seven Presidential Disaster Declarations since 1965, several of which have affected the City of Kyle. The bullets below summarize some of the more significant events since 1980.

Overview of Kyle's Recent Natural Hazards History

The bullets below highlight major events that have impacted the City of Kyle. Events that include the Federal Emergency Management Agency (FEMA) disaster number in parenthesis after the date indicate events that received a Presidential Disaster Declaration. The source for the past events listed was a combination of information provided by the City and the National Oceanic and Atmospheric Administration's (NOAAs) National Climatic Data Center (NCDC).

- **May 27, 1997.** An F1 tornado just north and west of Kyle knocked down numerous trees and power lines. The tornado caused an estimated \$5,000 in damages.
- **October 22, 2000.** A strong downburst from a severe thunderstorm downed trees and damaged homes between Martindale and the City of Kyle. The high winds caused approximately \$15,000 in damages.
- **November 15, 2001.** Severe thunderstorms produced a total of 16 tornadoes in central and southern Texas. In Hays County, two F1 tornadoes formed along I-35 between mile markers 215 and 217 from 2.5 miles north of Kyle to five miles northeast of Kyle. The two tornadoes continued together for several minutes, causing extensive tree damage along the frontage road with tops of trees sheared off. Large oak tree branches between five to eight inches round were twisted and scattered across the area. Numerous road signs were bent over and twisted at the base along with uprooted trees. Several power line poles were snapped. The two tornadoes damaged a truck stop at exit #217 which sustained extensive damage to the awnings and roof. Several 18-wheelers were knocked over by the tornadoes. A hotel under construction was also damaged along with a restaurant along I-35. The Hays County Independent School District Headquarters building was also damaged. In total, over 100 homes were damaged by the tornadoes and two were destroyed. Almost 20 businesses suffered damage. Repair costs to area roads and bridges were estimated at near \$500,000.
- **January 13, 2007.** Heavy rains produced up to seven inches of rain in the San Marcos area. Flash flooding temporarily closed roads FM 12, FM 150, and FM 621, along with many other rural roads and streets.
- **June 20, 2007.** Thunderstorms produced two to three inch rain totals from Kyle eastward to the Caldwell County line, with up to four inches just east of Kyle. Flash flooding temporarily closed FM 150 and FM 2001 through the early afternoon due to high water.
- **May 15, 2010.** A lightning strike from a severe thunderstorm struck a house in Kyle starting a fire. The house was destroyed as a result of the fire, causing approximately \$100,000 in damages.

The 2011 Hays County HMP update includes discussions of the 11 natural hazards with potential to affect the County (see Section 5, *Hazard Identification, Profiling and Ranking*), including the jurisdictions within the County boundaries. The subsections below include only information that supplements the material in Section 5 of the County HMP.



Appendix E: City of Kyle, Texas
 Supplemental Jurisdictional Appendix for the 2011 Hays County Hazard Mitigation Plan Update

1.3.1 Floods

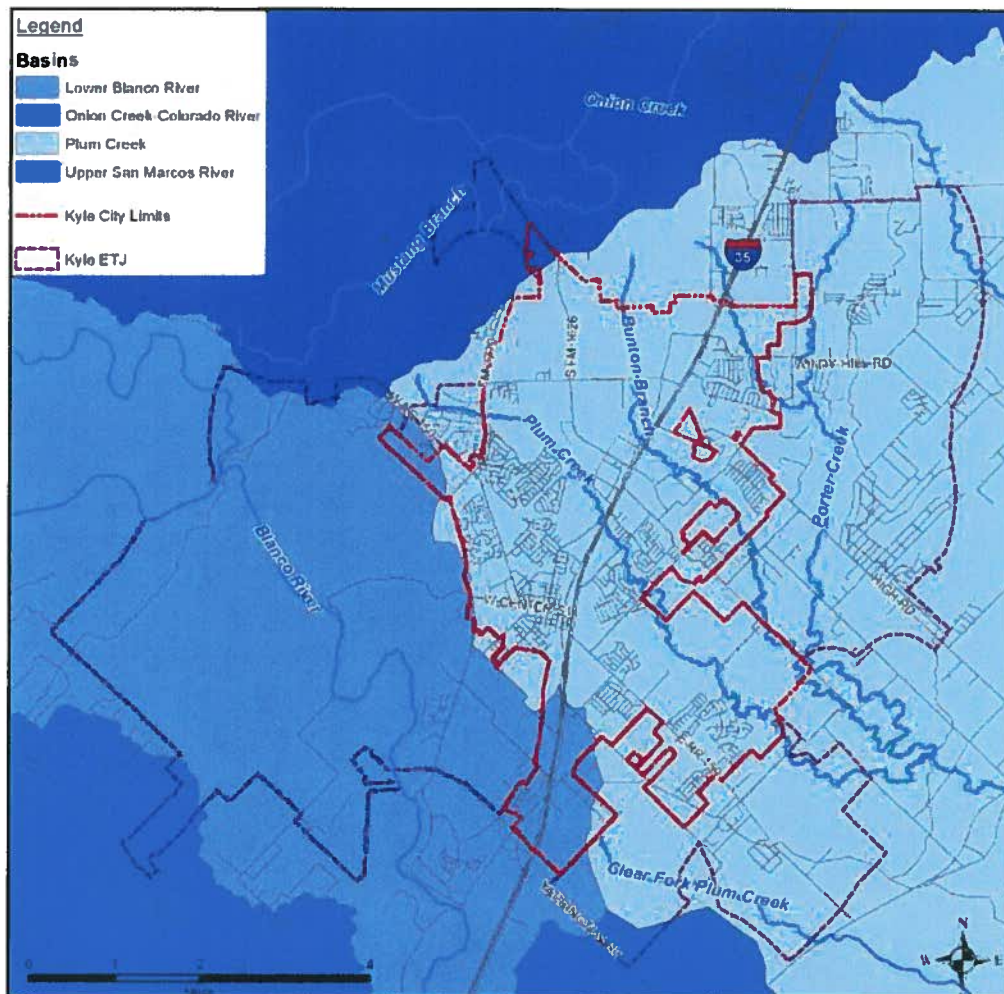
This subsection addresses the flood hazard. The flood subsection below includes the potential for floods caused by extreme rainfall associated with these hazards. **Hazard Description.** The City of Kyle is vulnerable to both shallow and riverine flooding. See Section 5.4.1 of the Hays County Plan update for a description of the flood hazard. **Hazard Location.** From a review of the FIRM for Kyle, the flood hazard is primarily located along the floodplains of the Blanco River and Plum Creek another other smaller tributaries. According to the Kyle GIS, the City has a total of 11,020 parcels, of which 530 (or 4.8%) have exposure to the 100-year floodplain. Various floodplain maps for the City are presented within this subsection. **Severity and extent of the hazard.** Flood severity is measured in various ways, including frequency, depth, velocity, duration and contamination, among others. The frequency of flooding is often the most common for judging severity. In Kyle there have been two flood events over the past 10 years. **Hazard's impact on life and property.** The impacts on life and property from flooding can be significant. Property owners that have experienced repetitive flooding in the past must cope with the disruptions and costly repairs associated with flooding. **Occurrences of the hazard.** Based on a review of open source documents Kyle has recently experienced flood events in January and June of 2007. With two events over the past 10 years, the City is likely to be impacted by floods slightly less than every five years, an annual statistical probability of about 20 percent.

The City of Kyle is located within or in close proximity to four river basins that include Plum Creek, the Lower Blanco River Basin, the Onion Creek-Colorado River Basin, and the Upper San Marcos River Basin. Figure E-2 identifies the river basins in the City of Kyle and surrounding area. The map shows the majority of the City is found within the Plum Creek River Basin with a small portion located within the Lower Blanco River Basin.



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Figure E-2
City of Kyle – River Basins
(Source: City of Kyle GIS Department)



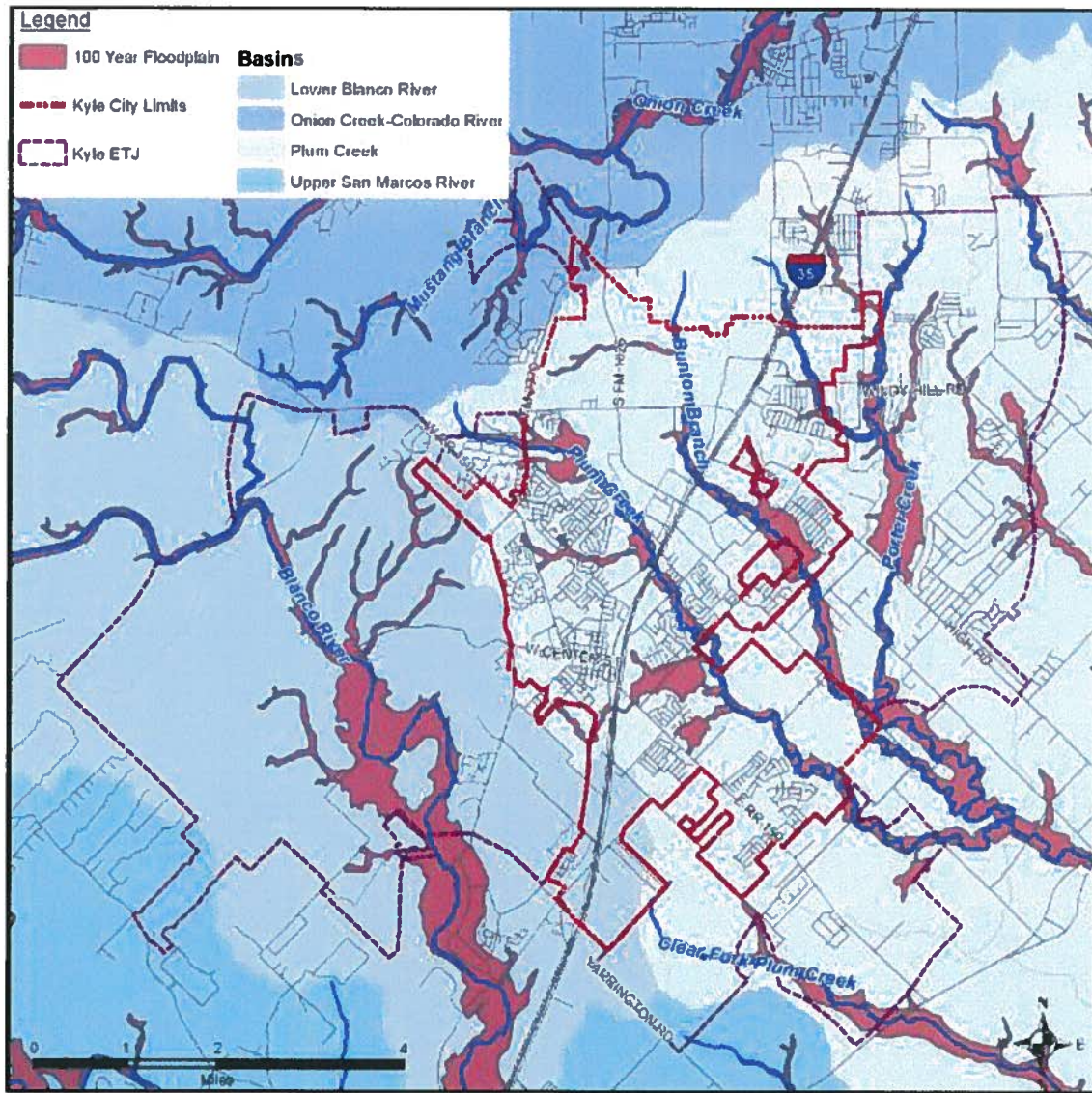
One of the best sources for determining flood risk for an area is review of the Flood Insurance Rate Maps (FIRMs) produced by FEMA. The FIRM is the official map of a community on which FEMA has delineated both the special flood hazard areas (1% annual chance of flooding) and the risk premium zones applicable to the community.⁴ The City of Kyle is located on four FIRM panels, all with effective dates of September 2, 2005. Figure E-3 identifies the FEMA flood zones for Kyle. The map shows that a section of 100-year floodplain follows the Blanco River, which generally flows in a southerly direction through the western part of the City. Another section of floodplain follows Plum Creek through the central part of Kyle. Additional floodplain areas are also located along several other smaller streams and tributaries that flow throughout the City.

⁴ FEMA online - Floodplain Management. Flood Insurance Rate Map (FIRM) definition



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Figure E-3
City of Kyle - Floodplain Map
 (Source: FEMA, Effective FIRM September 2, 2005, City of Kyle)





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1.3.2 Tornadoes

This subsection addresses the tornado hazard. **Hazard Description.** The nature of the tornado hazard in this jurisdiction is considered substantially the same as for the County as a whole. Refer to HMP Section 5 for further information. **Hazard Location.** The hazard affects all parts of this jurisdiction approximately equally. **Severity and extent of the hazard.** The severity and extent of the hazard are equal across the jurisdiction. **Hazard's impact on life and property.** The potential impacts on life and property in this jurisdiction vary with the strength of the events. Vulnerability to the tornado hazard is directly correlated to structure type and occupancy; because of this variability, it is not possible to accurately characterize vulnerabilities across the entire jurisdiction. However, Subsection 1.4.2 below includes the results of a basic tornado risk assessment, which was conducted using best-available data at the time of the analysis. **Occurrences of the hazard.** Tornado occurrences are discussed in HMP Section 5. The statistical probability of these hazards impacting this jurisdiction are the same as for the County as a whole. With 25 tornado events between 1950 and 2010, the City of Kyle experiences on average a tornado slightly less than once every two years. With slightly less than one event every two years, there is roughly a 42% annual probability of future tornados occurring in the planning area.

1.3.3 Winter Storm

This subsection addresses the winter storm hazard. **Hazard Description.** The nature of winter storm hazard in this jurisdiction is considered substantially the same as for the County as a whole. Refer to HMP Section 5 for further information. **Hazard Location.** The hazard affects all parts of this jurisdiction approximately equally. **Severity and extent of the hazard.** The severity and extent of the hazard are equal across the jurisdiction. **Hazard's impact on life and property.** The potential impacts on life and property in this jurisdiction vary with the strength of the events. Vulnerability to the winter storm hazard is directly correlated to structure type and occupancy; because of this variability, it is not possible to accurately characterize vulnerabilities across the entire jurisdiction. However, Subsection 1.4.3 below includes the results of a basic winter storm risk assessment, which was conducted using best-available data at the time of the analysis. **Occurrences of the hazard.** Winter storm occurrences are discussed in HMP Section 5. The statistical probability of these hazards impacting this jurisdiction are the same as for the County as a whole. With 9 winter storm events between 1996 and 2010, the City of Kyle experiences on average a winter storm every 1.5 years, which is a 64% annual probability of future winter storms occurring in the planning area.



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1.4 Vulnerability Assessment and Loss Estimation

This subsection briefly summarizes the jurisdiction's vulnerabilities and estimated losses from three natural hazards: floods, tornadoes, and winter storms. Because the jurisdiction appendices in this 2011 HMP update have been standardized, in some cases there will be very little risk evident in certain communities, and therefore minimal information in these subsections. The methodologies for completing these analyses are described in Section 6 (and hazard-specific subsections) of the HMP, and are not repeated here.

1.4.1 Flood Loss Estimation

The City of Kyle has been a member of the National Flood Insurance Program (NFIP) since May, 1975. In some municipalities within Hays County, a flood risk assessment can be performed based on analysis of NFIP data on repetitive flood loss properties. The NFIP defines repetitive loss properties as those that have received at least two NFIP insurance payments of more than \$1,000 each in any rolling ten-year period. As of May 2010, Hays County had 32 such properties (30 residential and two non-residential properties), based on a query of the FEMA BureauNet NFIP interface. Of this total, none were located within the City of Kyle. With no NFIP repetitive loss properties in Kyle an analysis of repetitive loss properties was not performed.

In some cases the number of policies in force (i.e. the number of flood insurance policies currently valid and active in a community) may be a proxy for flood risk. The table below compares the number of policies and claim statistics for the City of Kyle with Hays County. The Table indicates that as of March, 2011, the City of Kyle had 35 NFIP policies in force valued at \$8,776,800. The table also shows that between 1975 and 2010, there has been one NFIP insurance claim in Kyle totaling \$3,213.⁵

Table E-2
Comparison of NFIP Claims for the City of Kyle with Hays County
(Source: FEMA – NFIP Statistics, March, 2011)

City/County Name	# of Policies In-Force	Insurance In-Force	# of Losses	Total Paid Claims
City of Kyle	35	\$8,776,800	1	\$3,213
Hays County	521	\$130,165,500	236	\$3,514,972

⁵ FEMA – Policy and Claim Statistics for Flood Insurance



Appendix E: City of Kyle, Texas
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1.4.2 Tornado Loss Estimation

Relative to other parts of the nation, the overall tornado risk is moderate in Hays County and the City of Kyle. There is significant enough exposure to the hazard to perform a simple risk assessment to characterize the potential future losses. The tornado loss estimation for the City of Kyle was calculation using FEMA's Benefit-Cost Analysis Tool (BCAR) software (version 4.5.5.0). The BCAR analysis methodology and tornado element of the software are based entirely on avoided injuries and fatalities. As a result, it is not necessary to separate public assets from private ones in order to estimate potential future losses (risk) – the calculation is based on the population at risk, rather than the square footage or value of buildings or functions. The table below summarizes data inputs and expected losses over a 50-year planning horizon.

Table E-3
Tornado Risk Assessment - Project Information
(Source: FEMA BCA Software, Version 4.5.5.0)

Data	Value
Loss estimation horizon (in years)	50
Population (2010 US Census)	28,016
Zip Code used as center of analysis	78676
Radius in miles for access to safe room	1.38
Assumed safe room structure design wind speed (mph)	200
Occupancy – Public Facilities	1,316
Assumed structure type: residential properties	Wood-frame, one- or two-story
Assumed structure type: jurisdiction-owned facilities	Varies
Estimated annual losses (jurisdiction-owned facilities)	\$213,192
Estimated losses – 50-year horizon (jurisdiction-owned facilities)	\$2,942,050
Estimated Annual losses (residential property)	\$1,713,074
Estimated losses – 50-year horizon (residential property)	\$23,641,703

It should be noted that this result is typical of tornado analyses (i.e. that the apparent risk is very high compared to other hazards). This occurs because the analysis is based entirely on life safety, and the probabilities of events of various magnitudes combined with the relatively high values assigned to deaths and injuries indicate significant losses over long time horizons. See Section 6.3.3, *Tornado Wind Risk in Hays County*, of the Plan update to see how the residential tornado risk in the City of Kyle compares with the risk to the County other municipalities in Hays County.



Appendix E: City of Kyle, Texas
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1.4.3 Winter Storm Loss Estimation

This analysis is based on information provided by the County and community, and uses data from the National Climatic Data Center (NCDC) and estimates from the 2010 U.S. Census. The estimated annual and 100-year risk for each jurisdiction was calculated as a proportion of the total winter storm risk for Hays County. Additional information about the methodology is found in Section 6 of the HMP. Jurisdiction-specific information and analysis output are provided in the table below.

Table E-4
City of Kyle Winter Storm Loss Estimates
Data Parameters and Summary of Results
(Source: FEMA BCA Software, Version 4.5.5.0)

Data	Value
Winter storm events	9
Reporting Years	14
Average annual number of winter storm events	0.64
Total reported damages (Hays County)	\$7,500,000
Annual damages (Hays County)	\$535,714
Hays County Population (2010 US Census)	157,101
Kyle Population (2010 US Census)	28,016
Percent of County Population	17.83%
Estimated Annual losses	\$95,518
Estimated losses – 100-year horizon	\$1,363,040



Appendix E: City of Kyle, Texas
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1.5 Mitigation Actions

The table below lists prioritized mitigation projects and actions identified by the City of Kyle. The list was prioritized by the community using the STAPLEE methodology – see Section 7 of the County HMP for a discussion of this methodology. All of the original actions for Kyle (Action Items 1-7) remain in the table for reference purposes. Completed actions are noted in the status column, but also have the action number and action item description highlighted with strikethrough text to indicate completion. Action items 8 – 19 have been added as part of the 2011 Plan update.

Table E-5
City of Kyle Mitigation Actions

No.	Action Item Description/Priority	Lead Department	Cost Estimate /Funding	Schedule	Hazard	Cost-Effectiveness	Status as of 2011
Note: Action Items 1-7 were identified from the original Hays Co. HMP.							
1	Reduce Flood Losses and Increase Flood Insurance Coverage in Hays County. Increasing the flood insurance policy base in Hays County will provide financial relief to property owners and renters that are flooded in future disaster events. By relying on flood insurance property owners and renters have economic security and do not have to rely on a disaster event being declared as a Presidential Declared Disaster. This action was labeled F-2 from the original Plan.	City of Kyle	Cost and Funding: Existing staff resources, no cost	2010 with improvements annually through 2015	Flood	Not independently cost-effective	Ongoing



Appendix E: City of Kyle, Texas
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No.	Action Item Description/Priority	Lead Department	Cost Estimate /Funding	Schedule	Hazard	Cost-Effectiveness	Status as of 2011
2	Adopt 'Higher Standard' Flood Damage Prevention Ordinances. By adopting "higher standard" requirements, new buildings, infrastructure and critical facilities have a reduced risk of loss of life and property damage during a flood event. Communities are encouraged to follow the guidance outlined in EO 11988 where critical facilities are protected to the 500-year (0.2% annual chance flood event) elevation. This action was labeled F-5 from the original Plan.	City of Kyle	Cost and Funding: Existing staff resources, no cost	2011 and 2012	Flood	Not independently cost-effective	Ongoing
3	Provide Training for Local Floodplain Managers and Certified Floodplain Managers (CFM's). By increasing training for local floodplain managers and CFM's there should be improved local floodplain management programs, reduced risk of loss of life, and new buildings and infrastructure have a reduced risk of damage during a flood event. The City of San Marcos and/or Hays County would be the logical communities to provide floodplain management training such as hosting FEMA's FPM Training Course, "Managing Floodplain Development through the NFIP", hosting NFIP Workshops, and hosting Community Rating System (CRS) Workshops. These training opportunities would assist local communities and provide continuing education credits (CEC's) for local floodplain administrators, certified floodplain managers (CFM's), engineers, surveyors and the general public. This action was labeled F-8 from the original Plan.	City of Kyle	Cost and Funding: Existing staff resources, no cost	Annually 2011 – 2015	All hazards	Not independently cost-effective	Ongoing



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No.	Action Item Description/Priority	Lead Department	Cost Estimate /Funding	Schedule	Hazard	Cost-Effectiveness	Status as of 2011
4	Improve Emergency Communication Capabilities. By improving emergency communications Hays County and participating communities can respond faster and coordinate better to save lives and reduce property damage during disaster events. This action was labeled E-2 from the original Plan.	City of Kyle	\$620,000 Funding: Capital Area Planning Council (CAPCO), Texas DEM	Phased over 5 years (2011-2015)	All hazards	Not independently cost-effective, but critical for saving lives	Ongoing
5	Development of and maintenance of countywide and individual community HAZMAP Plans. Develop and formally adopt HAZMAP plans prior to the November 2004 deadline established by the Disaster Mitigation Act of 2000. Develop procedures to conduct annual reviews and updates to maintain countywide and individual community HAZMAP plans. Provide annual training opportunities for community emergency managers to assist in the planning and plan maintenance efforts. Create and maintain multi-jurisdictional HAZMAP databases and GIS mapping to support countywide and individual community HAZMAP maintenance efforts. This action was labeled E-5 from the original Plan.	City of Kyle and Hays County MPC	Existing staff resources	Original Plan adopted in 2006	All hazards	Not independently cost-effective	Original HMP Complete. Plan update to be adopted in 2012.
6	Storm Ready Designation for Hays County Communities Storm Ready is a proven mitigation action. By Hays County and participating communities becoming Storm Ready Communities there can be mitigation actions in place to save lives and reduce property damage during disaster events. This action was labeled E-6 from the original Plan.	City of Kyle	Cost and Funding: Existing staff resources, no cost	Phased over five years 2011-2015	Thunderstorms, high winds, tornadoes, and floods	Not independently cost-effective, but critical for saving lives and minimizing injuries	Ongoing



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No.	Action Item Description/Priority	Lead Department	Cost Estimate /Funding	Schedule	Hazard	Cost-Effectiveness	Status as of 2011
7	<p>Reduce Impacts of Extreme Heat on Elderly, Disabled, Low-Income and Infants. This Mitigation Action is for Hays County and participating community Emergency Managers to launch a public notification effort during extreme heat periods urging elderly and low income persons to seek help if needed. Volunteer organizations such as Rotary International, Lions Club, Jaycees, Red Cross, United Way, and others should be urged to participate. Power Companies will be notified by the Wichita County Emergency Manager and requested to participate in the effort to distribute box fans and make minor repairs to air conditioners. The Hays County OEM will coordinate with participating community emergency managers and take the lead to initiate this Mitigation Action. The initial action will include newspaper and radio announcements and public information on both the Hays County and City of San Marcos websites. Public announcements will define the hazard, describe heat related health risks and provide tips on how to prevent illness. Health care officials can play an important role in this mitigation action by providing information to newspapers and radio stations. This action was labeled Heat-1 from the original Plan.</p>	Local ESD	<p>\$ 2,000 to purchase and distribute 100 box fans \$ 3,000 estimated cost for a/c repairs</p> <p>Funding Sources: United Way Rotary Clubs Lions Clubs Red Cross Churches and charitable organizations Power Companies</p>	<p>Periods of Extreme Heat May be annually</p>	Extreme heat	Not independently cost-effective	Ongoing
8	<p>Promote Flood Insurance. Promote the purchase of Flood insurance. Advertise the availability, cost, and coverage of Flood insurance through the National Flood Insurance Program (NFIP). Develop NFIP brochure and promote using City website and newsletter. Priority: High</p>	City of Kyle	\$2,000	Ongoing	Flood	Not independently cost-effective, but the initial step in identifying appropriate mitigation actions	Ongoing

Item # 12



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No.	Action Item Description/Priority	Lead Department	Cost Estimate /Funding	Schedule	Hazard	Cost-Effectiveness	Status as of 2011
9	Increase Public Awareness of Hazards. Increase public awareness of hazards and hazardous areas. Distribute public awareness information regarding flood hazards, SFHAs, and potential mitigation measures using the local newspaper, utility bill inserts, inserts in the phone book, a City hazard awareness website, and an educational program for school age children or "how to" classes in retrofitting by local merchants. Integrate "Disaster Resistance Education" into the public school curriculum. Provide public education on the importance of maintaining the ditches. Priority: Medium	City of Kyle	\$2,000	ongoing	Floods, thunderstorms, high winds, tornadoes	Not independently cost-effective	Initiated in 2011 HMP
10	Wildfire Hazard Areas. Conduct study to determine and map potential wildfire hazard areas. Priority: Medium	City of Kyle and Local ESD	\$500	TBD; likely initiated in 2011	Wildfire	Not independently cost-effective, but essential in minimizing loss of life and injuries during significant storms.	Initiated in 2011 HMP
11	Monitor Drought Conditions. Continue to monitor drought conditions through contact with State Agencies. Priority: Medium	City of Kyle	No additional cost – uses existing staff	Ongoing	Drought	Not independently cost effective.	Ongoing
12	Public Information Campaigns. Cooperate and coordinate with the County and State agencies in developing public information campaigns and/or water use restrictions to ensure sufficient water pressure for fire-fighting and provision of drinking water during periods of drought. Priority: Medium	City of Kyle	No additional cost – uses existing staff resources	Ongoing	Drought	Very difficult to determine, but presumed very cost-effective because actions preserves essential function	Ongoing
13	Evaluate Excess Heat Risks. Evaluate the risks presented by excessive heat and humidity, especially in terms of high-risk populations such as the elderly/low income. Priority: Medium.	City of Kyle	No additional cost – uses existing staff resources	TBD; probably initiated in 2011	Extreme heat	Not independently cost-effective, but needed to develop adequate risk reduction efforts	Initiated in 2011 HMP



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No.	Action Item Description/Priority	Lead Department	Cost Estimate /Funding	Schedule	Hazard	Cost-Effectiveness	Status as of 2011
14	Review Plans and Resources to Address Risk Posed By Snow and Ice Hazards During Winter Storms. Conduct a review of the City's current plans and resources to address the risks posed by ice and snow hazards during winter storms. Focus on City's ability to respond to snow and ice emergencies, and on potentially at-risk populations in the community. Priority: Low to medium.	City of Kyle	No additional cost – uses existing staff resources	Ongoing	Winter storms, extreme cold, winter storm	Not independently cost-effective, but contributes to maintaining public services; protects at-risk populations	Initiated in 2011 HMP
15	Various Mitigation Actions to Reduce Wildfire Risk. On a case-by-case basis, develop and initiate mitigation actions to reduce the wildfire and brushfire risk. Actions may include informing property owners of appropriate actions, clearing vegetation, and monitoring antecedent conditions, among others. Priority: Low.	City of Kyle	No additional cost – uses existing staff resources	TBD/as need is identified	Wildfire	Cost-effective, as measures tend to be in-expensive and prevent fires	Initiated in 2011 HMP
16	Upgrades to At-Risk Structures. Based on the results of the study above, initiate upgrades to at-risk structures and/or infrastructure. Mitigates specific risks to structures, people and operations. Priority: Low	City of Kyle	Varies depending on measure. Funding from General Fund or FEMA grant program/s	TBD based on study	Floods, thunderstorms, high winds, tornadoes, seismic	Cost-effectiveness will vary with level of risk and project cost	TBD, but likely to be initiated no earlier than 2012
17	Structural/Engineering Study. Complete a detailed structural/engineering survey of Kyle public facilities to ensure their soundness with respect to resisting the effects of high winds, extreme roof loading from snow or ice, and hail. Forms basis of decisions about any additional actions to mitigate risk. Priority: Low	City of Kyle	To be determined, but probably from General Fund	Not yet established – to be commenced only if funding is available	Floods, thunderstorms, high winds, tornadoes, seismic	Not independently cost-effective, but the initial step in identifying appropriate mitigation actions	Initiated in 2011 HMP



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No.	Action Item Description/Priority	Lead Department	Cost Estimate /Funding	Schedule	Hazard	Cost-Effectiveness	Status as of 2011
18	Understanding Dam Failure Risks. Engage with County and State floodplain managers, engineers and emergency managers to ensure that local officials have a detailed understanding of potential risks to the community from dam and/or levee failures. Priority: <u>Low to medium</u> .	City of Kyle	No additional cost – uses existing staff resources	Initiated in 2011, then ongoing	Dam Failure	Not independently cost-effective	Initiated in 2011 HMP
19	Evacuation Plans. Ensure that the jurisdiction and its citizens are aware of and understand notification and evacuation plans related to dam and/or levee failure. Priority: <u>Low to medium</u> .	City of Kyle	No additional cost – uses existing staff resources	Initiated in 2011, then ongoing	Dam Failure	Not independently cost-effective	Initiated in 2011 HMP



Appendix E: City of Kyle, Texas
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1.6 Plan Adoption by the City of Kyle

After the draft Plan is approved by the Texas Division of Emergency Management (TDEM) and FEMA Region VI, the 2011 Plan Update will be adopted by the Hays County Commissioners Court. The Kyle City Council will also adopt the updated HMP by resolution. The City of Kyle adoption resolution is provided below. A copy of the County resolution is included in Appendix N.

Figure E-4
Adoption Resolution - City of Kyle

Resolution to be inserted upon Plan adoption

RESOLUTION # _____**A RESOLUTION OF THE CITY OF KYLE, TEXAS, ADOPTING A HAZARD MITIGATION PLAN AS AN APPENDIX TO THE HAYS COUNTY HAZARD MITIGATION PLAN, INCLUDING A PRIORITIZED LIST OF MITIGATION ACTIONS TO REDUCE SAFETY THREATS AND DAMAGE TO PRIVATE AND PUBLIC PROPERTY AS DEVELOPED AND RECOMMENDED BY THE MITIGATION PLANNING COMMITTEE**

WHEREAS, the City of Kyle, TX (City), has experienced natural hazards that result in public safety hazards and damage to private and public property;

WHEREAS, City has developed a FEMA hazard mitigation plan as an appendix to the Hays Hazard Mitigation Plan.

WHEREAS, the hazard mitigation planning process set forth by the State of Texas and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

WHEREAS, the Texas Division of Emergency Management provided federal mitigation funds to support the update to the mitigation plan;

WHEREAS, a *Hazard Mitigation Plan* has been developed by the Mitigation Planning Committee;

WHEREAS, the *Hazard Mitigation Plan* includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

NOW THEREFORE BE IT RESOLVED by the City Council of Kyle, Texas that:

1. The *Hazard Mitigation Plan* is hereby adopted as an official plan of the City of Kyle, Texas.
2. The City of Kyle departments identified in the Plan are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the City Council, and this resolution shall not be interpreted so as to mandate any such appropriations.
4. The City Manager is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual

progress report to be submitted to the Texas Division of Emergency Management. The status reports shall be submitted by July 1 of each year.

PASSED by the Kyle City Council, this 7th day of November, 2012.

ATTEST:

CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor



CITY OF KYLE, TEXAS

Stop Sign at Bebee Road and Dacy Lane

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation:

(First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF FOUR WAY STOP SIGNS FOR THE ZONING OF TRAFFIC CONTROL ON BEBEE ROAD AT THE INTERSECTION OF DACY LANE IN THE CITY LIMITS OF KYLE; FIXING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF ~ *James Earp, Assistant City Manager*

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Stop Sign Ordinance BeBee and Dacy](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF FOUR WAY STOP SIGNS FOR THE ZONING OF TRAFFIC CONTROL ON BEBEE ROAD AT THE INTERSECTION OF DACY LANE IN THE CITY LIMITS OF KYLE; FIXING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

Whereas, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and right-of-ways constituting a speed zone within the City limits is essential and necessary to protect and to preserve the public safety of the City of Kyle, Texas (the "City"), and;

Whereas, the: Police Chief; City Engineer; City Manager; and, City Council have reviewed the situation and issues that are the subject matter of this Ordinance, and;

Whereas, after review, inquiry and the opportunity for citizen participation, the City Council has found the four way stop at Bebee Road and Dacy Lane, hereinafter set forth and listed in this Ordinance are reasonable and necessary for the public safety and are supported by sound and accepted public safety criteria.

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

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Ratification and Confirmation. The installation, placement, erection, and enforcement of traffic control and/or stop signs are hereby confirmed and ratified by the City Council:

- a) *Bebee Road*, at the intersection of Dacy Lane
- b) *Dacy Lane*, at the intersection of Bebee Road

Section 3. Enforcement and Traffic Control Signs. The City Council hereby orders and directs that new stop signs hereinafter set forth be placed, installed and erected at the appropriate locations and that each such sign and/or device be hereafter maintained and enforced by the City.

Section 4. Repeal of Conflicting Ordinances. All parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of the most restrictive ordinance shall govern.

Section 5. Violation and Penalties. It shall be unlawful for any person to drive or operate a motor vehicle that does not properly observe all applicable laws and regulations pertaining to vehicular and/or pedestrian stops at designated intersections. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this Ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than \$50.00 nor more than \$200.00.

Section 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

Section 7. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and adoption in accordance with the provisions of the Kyle City Charter.

PASSED AND APPROVED on First Reading this ____ day of _____, 2012.

FINALLY PASSED AND APPROVED on this the ____ day of _____, 2012.

ATTEST:

THE CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor



CITY OF KYLE, TEXAS

PD Furniture

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Consideration and possible action on Authorizing Change Order #1 to the original specifications of the Kyle Police Department Furniture Bid awarded to WALLTECH OF AUSTIN, TX in an amount not to exceed \$3,917; Adding ten foot high modular walls and an office door on the Sergeants modular office for privacy, as well as making changes at no cost to the Report Writing area to enclose it into an office space with modular walls ~ *James Earp, Assistant City Manager*

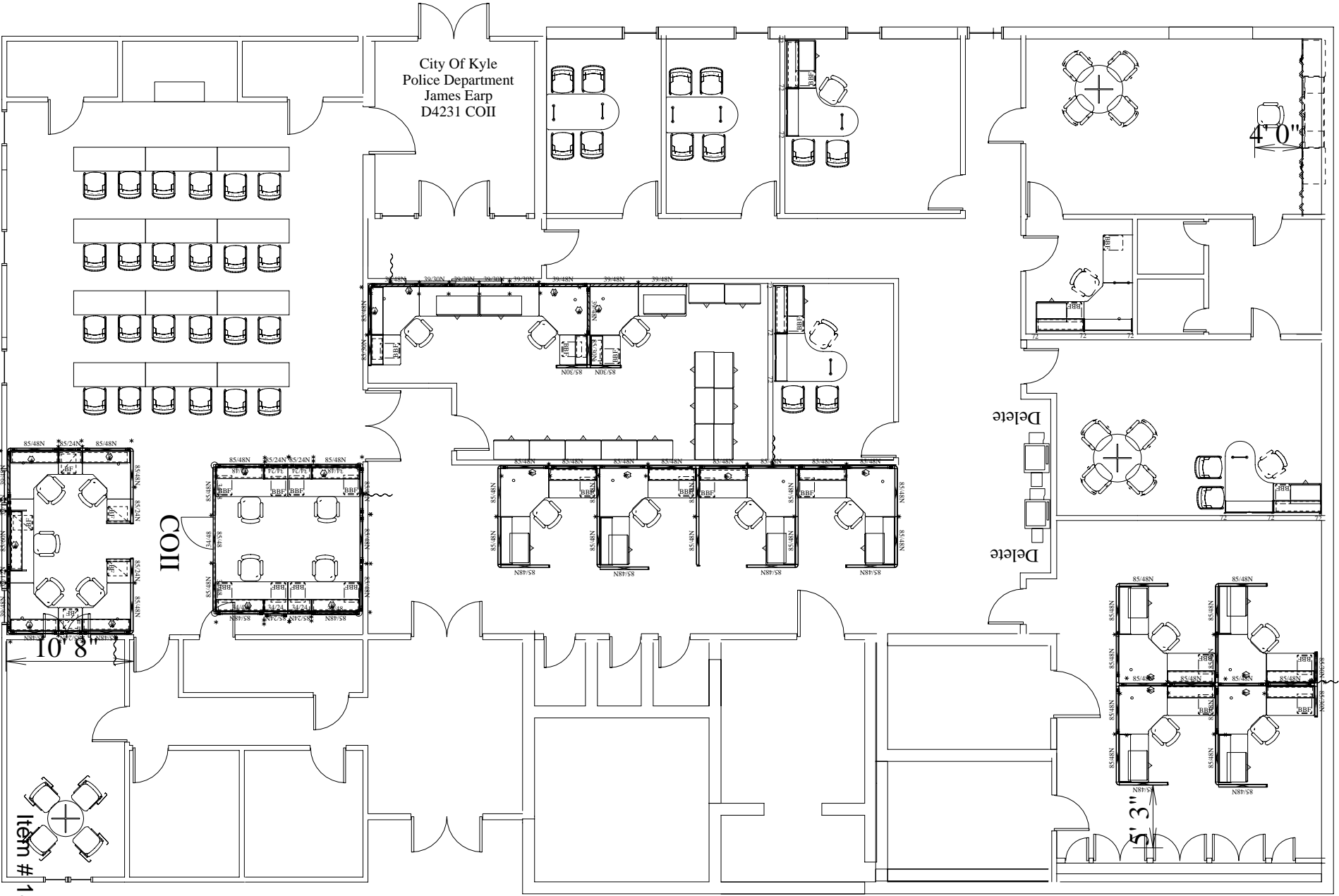
Other Information:

Budget Information:

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Attachments / click to download

- [Print D4231 COII](#)
 - [Q4231COII](#)
 - [Fiscal Note - WallTech Amendment 11.6.12](#)
-



WALLTECH * 10519 Boyer Boulevard * Austin, Texas 78758

James Earp
 City of Kyle (Police Station Project)
 100 W. Center St.
 Kyle, TX 78640
 ph: (512) 262-3924

Quote #: 4231COII
 Date: 10/30/12

Price Quotation--Herman Miller Action Office System
Remanufactured

Part No	Description	Qty	Unit Net	Total Net
Sargents Add On Stackers				
AO120.3424	34" x 24" Acoustical Fabric Stack On Panel	4		
AO120.3448	34" x 48" Acoustical Fabric Stack On Panel	7		
A1190.8548	85" x 48" Encore Door Panel	1		
AO215.34	34" Straight Connector	8		
AO215.80	80" Straight Connector	2		
A1220.67	(9' 11") 85" Integrated 2-Way 90° Connector	3		
Track	12' R2 Deep Top Panel Track	3		
A1220.85	85" Encore 2-Way 90° Connector	-3		
A1220.85	85" Encore End Cap	-2		

Total Materials Sargents Add On

3,267.00

WALLTECH * 10519 Boyer Boulevard * Austin, Texas 78758

James Earp
 City of Kyle (Police Station Project)
 100 W. Center St.
 Kyle, TX 78640
 ph: (512) 262-3924

Quote #: 4231COII
 Date: 10/30/12

Price Quotation--Herman Miller Action Office System
Remanufactured

Part No	Description	Qty	Unit Net	Total Net
Reports Change Order				
A1120.3912	39" x 12" Encore Fabric Covered Panel	2		
A1120.3948	39" x 48" Encore Fabric Covered Panel	2		
A1130.8524	85" x 24" Encore Acoustical Panel	2		
A1130.8536	85" x 36" Encore Acoustical Panel	-5		
A1130.8560	85" x 60" Encore Acoustical Panel	1		
AO215.34	34" Straight Connector	4		
A1250.85	85" Encore Panel End Cap	-4		
AO290.	Panel Support Leg	2		
A1355.12	12" Base Power Adapter, 4-Circuit	2		
A1355.24	24" Base Power Adapter, 4-Circuit	2		
A1355.36	36" Base Power Adapter, 4-Circuit	-5		
A1355.48	48" Base Power Adapter, 4-Circuit	5		
A1355.60	60" Base Power Adapter, 4-Circuit	1		
AO417.2424	24" x 24" Radiused-Edge Work Surface	4		
AO417.2472	72" x 24" Radiused-Edge Work Surface	-2		
AO417.2484	84" x 24" Radiused-Edge Work Surface	1		
AO417.3036	36" x 30" Radiused-Edge Work Surface	-5		
AO421.2448	48" x 24" Radiused-Edge Corner Wk Surface	4		
24WSSP	24" Work Surface Support Panel	-2		
AO550.1324	24" x 12½" (Std) A-Style Flipper Door W/Key	2		
AO550.1336	36" x 12½" (Std) A-Style Flipper Door W/Key	-5		
AO550.1348	48" x 12½" (Std) A-Style Flipper Door W/Key	4		
AO550.1360	60" x 12½" (Std) A-Style Flipper Door W/Key	1		
AO520.1324	24" x 15½" x 12½" (Std) A-Style Shelf	2		
AO520.1336	36" x 15½" x 12½" (Std) A-Style Shelf	-5		
AO520.1348	48" x 15½" x 12½" (Std) A-Style Shelf	4		
AO520.1360	60" x 15½" x 12½" (Std) A-Style Shelf	1		
FAF12.2015A	Mobile Pedestal 6, 12 With Fabric Top W/Key	-5		
FAF12.2015A	Suspended Pedestal 6, 12, W/Key	5		
AO610.1624	24" x 15½" A-Style Tackboard	2		
AO610.1636	36" x 15½" A-Style Tackboard	-5		
AO610.1648	48" x 15½" A-Style Tackboard	4		
AO610.1660	60" x 15½" A-Style Tackboard	1		
G6150.24	24" Task Light, General	2		
G6150.36	24" Task Light, General	-3		
G6150.48	48" Task Light, General	4		
G6150.60	60" Task Light, General	1		

Total Materials Reports
 Project Discount for Reports Area

1,504.00
 1504

WALLTECH * 10519 Boyer Boulevard * Austin, Texas 78758

James Earp
 City of Kyle (Police Station Project)
 100 W. Center St.
 Kyle, TX 78640
 ph: (512) 262-3924

Quote #: 4231COII
 Date: 10/30/12

Price Quotation--Herman Miller Action Office System
Remanufactured

Part No	Description	Qty	Unit Net	Total Net
	Total Materials			3,267.00
	Delivery & Installation (Normal Business Hours)			650.00

Plus applicable sales tax.

Terms: 65% Deposit with order, Balance net 10 upon installation

Subject to Credit Approval/Acceptance

Seller retains a Security Interest in all materials listed in this proposal
 until account is paid in full.

FOB our dock. Subject to prior sale.

Accounts over 15 days are subject to a finance charge of 1½% monthly.

Bobby Sullivan
 WALLTECH
 Account Manager

Accepted by: _____

Date: _____

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: November 6, 2012
CONTACT CITY DEPARTMENT: Police Department
CONTACT CITY STAFF: James Earp, ACM

SUBJECT: Consideration and Possible Action regarding the Approval of a Contract Amendment with WALLTECH for an amount Not to Exceed \$3,267.00 for wall extension and door enclosure for the sergeant offices for the Kyle Police Department. The amendment brings the total contract amount to \$49,037.00.

CURRENT YEAR FISCAL IMPACT:

This amendment, if approved, will require expenditures of funds from the City's 2008 Contractual Obligations (CO) Bond Fund.

1. City Department:	Police Department
2. Project Name:	Purchase of Office Furniture
3. Budget/Accounting Code(s):	184-651-57111
4. Funding Source:	2008 CO Bond Fund
5. Current Appropriation:	\$ 436,545.62
6. Unencumbered Balance:	\$ 390,775.62
7. Amount of This Action:	\$ <u>(3,267.00)</u>
8. Remaining Balance:	\$ <u>387,508.62</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this purchase of office furniture for the Police Department is from the 2008 CO Bond Fund.

The City Council's approval of this item will also authorize staff to appropriate and apply \$3,267.00 from the 2008 CO Bond Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.



CITY OF KYLE, TEXAS

Meeting Date: 11/7/2012
Date time: 7:00 PM

Grant from TXDOT for Depot

Subject/Recommendation: Authorize the City to pursue fund assistance in the amount of \$271,176 from the TxDOT, Transportation Enhancement Program which Requires a \$67,794 cash match, derived from the Train Depot Committee for FY 2012-2013, to fund the Final Phase of the Train Depot Restoration ~ *Joshua Moreno, Grants Administrator*

Other Information: The TE Program will reimburse 80% of the remaining costs for the final phase of restoration of the Train Depot. A total amount of \$338,970 will be needed to fund all of the direct construction costs for Phase III, the final phase of a 3 phase rehabilitation project. In the case that we receive approval for funding assistance, 80% of that total, \$271,176, will be eligible for reimbursement which would reduce the total cost paid out-of-pocket to \$67,794.

Budget Information: It is important to note that the City will need adequate cash flow to accommodate the payment of 100% of the project costs. That payment will then be reimbursed with the 80% of federal portion after work has been accomplished. Also, upon approval, please remember that a construction contract must be chosen through a competitive bidding process, and awarded, and construction initiated four years from the date of commission selection.

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Attachments / click to download

- [TE Nomination Project Description](#)
- [Phase III Budget Estimate](#)

The Kyle Historic Train Depot is one of the remaining few train depots throughout the state of Texas. Largely intact, this Depot has undergone many changes and purposes since its creation; it currently houses the Kyle Chamber of Commerce. For the citizens of Kyle, Texas, the Train Depot hosts a historical significance, as the existence of the Train Depot along the International-Great Northern Railroad line is the very purpose for the existence of Kyle, Texas itself. Once restored, the Train Depot will serve a two fold purpose, each critical to the City of Kyle. First, the Train Depot will serve as a visitor's center and museum to the public, informing and educating not only visitors to Kyle but our own youth of the history of the city and its people. The Southern portion of the Depot upon completion will serve as a museum to educate and inform the public of the Depot's history, including its role in 19th and 20th century segregation. The northern end of the Depot will serve as the Kyle Chamber of Commerce's offices; the Chamber currently resides in the Depot and heavily identifies with it as well.

The challenge today is meeting the resources needed to meet our goals on rehabilitating the Depot. After exhausting many community resources as well as funding from other interested parties, funding has reached a critical impasse and is extremely limited. Despite the financial limitations, The City of Kyle is determined to fulfill its hope of bringing in visitors and citizens alike, not for monetary gain, but for historical insight into one of the few remaining Train Depots in the state of Texas.

Because we are fortunate that so much of the exterior is intact, our vision for this project involves an interior and overall site enhancement. Construction and restoration of the interior is necessary in our approach to creating the most authentic example of the original building as evidence provides. This includes the installation of new electrical and plumbing systems, a new HVAC system, new wall framing, restrooms, and finishes. All wood elements will be restored when possible, and replicated only as needed.

Our plan for site enhancement involves beautification along Center Street, with utility line relocation, installation of a new sidewalk, benches, and landscaping. We would also like to take advantage of two beautiful oaks to the north of the Depot to create a community plaza, with a future public restroom building and restored caboose for public use and enjoyment. This plaza area could become a gathering place for a variety of community events and uses. Our Master Plan approach would require cooperative efforts with Union Pacific to allow the installation of a portion of new railroad tracks immediately adjacent to the east side of the Depot, simulating original track locations. This would allow the relocation of the existing caboose onto the new tracks just to the north of the Depot to become the anchor of the proposed community plaza. Negotiations with the Pedernales Electric Cooperative, to relocate the existing overhead electrical service to a more visually discreet location are also recommended.

We believe that once completed, the Depot will serve to educate not only our own youth, but also tourists, passers by and train enthusiasts alike, Standing proudly as a historic symbol of Kyle's contribution to this state's prosperity and identity.

Thank you for your time. We look forward to your consideration and opportunity to proceed on with your cooperation.

Master Plan for Historic Kyle Depot

Clayton&Little Architects

July 12, 2011

Conceptual Estimate



Phase 3 Estimate

Phase III Interior Finish Out and Site Work

Category	Total
General Requirements	\$ 41,685
Site Work	\$ 108,342
Concrete	\$ -
Masonry	\$ -
Metals	\$ -
Wood, Plastics, and Composites	\$ 8,870
Thermal & Moisture Protection	\$ 5,060
Openings	\$ 3,900
Finishes	\$ 36,952
Specialties	\$ 3,850
Equipment	\$ -
Furnishings	\$ -
Special Construction	\$ 40,000
Conveying Systems	\$ -
Mechanical	\$ 56,700
Electrical	\$ 33,612
Total Construction	\$ 338,971
LEED Certification	\$ -
Design/Estimating Completion Allowance	\$ 50,846
Subtotal	\$ 389,817
Permit and Fees	\$ 780
Insurance	\$ 4,172
Subtotal	\$ 394,769
CM Fee	\$ 27,634
Subtotal	\$ 422,403
Bond	\$ 4,224
Toal	\$ 426,627

Master Plan for Historic Kyle Depot
Phase 3 Conceptual Estimate Summary

Clayton&Little Architects

July 12, 2011



2,374 gsf

CSI	DIVISION	TOTALS	\$/GSF	% OF TOTAL CONSTRUCTION COSTS
01000	General Requirements	\$41,685	\$17.56	12.3%
02000	Existing Conditions	\$108,342	\$45.64	32.0%
03000	Concrete	\$0	\$0.00	0.0%
04000	Masonry	\$0	\$0.00	0.0%
05000	Metals	\$0	\$0.00	0.0%
06000	Wood, Plastics and Composites	\$8,870	\$3.74	2.6%
07000	Thermal & Moisture Protection	\$5,060	\$2.13	1.5%
08000	Openings	\$3,900	\$1.64	1.2%
09000	Finishes	\$36,952	\$15.57	10.9%
10000	Specialties	\$3,850	\$1.62	1.1%
11000	Equipment	\$0	\$0.00	0.0%
12000	Furnishings	\$0	\$0.00	0.0%
13000	Special Construction	\$40,000	\$16.85	11.8%
14000	Conveying Systems	\$0	\$0.00	0.0%
15000	Mechanical	\$56,700	\$23.88	16.7%
16000	Electrical	\$33,612	\$14.16	9.9%
	TOTAL DIRECT CONSTRUCTION COST	\$338,970	\$142.78	100.0%
	LEED Certification	0%	\$0	
	Design/ Estimating Completion Allowance	15%	\$50,846	
	Subtotal	\$389,816	\$164.20	
	Permit & Fees	0.2%	\$780	
	Insurance	1.07%	\$4,171	
	Subtotal	\$394,766	\$166.29	
	CM Fee	7%	\$27,634	
	Subtotal	\$422,400	\$177.93	
	Bond	1%	\$4,224	
	Total	\$426,624	\$179.71	

Master Plan for Historic Kyle Depot
Phase 3 Conceptual Estimate Detail

Clayton&Little Architects

July 12, 2011



Project Description	Qty	Unit
Ground Level	2,374	gsf
Total Area	2,374	gsf

CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Total
DIV 1	GENERAL REQUIREMENTS						
	GENERAL REQUIREMENTS						
	PROJECT FIELD MANAGEMENT LABOR - CONSTRUCTION						
	Site Superintendent	8	wks	\$1,650.00	\$13,200		
	Project Manager - 20%	8	wks	\$385.00	\$3,080		
	Labor Burden - 35%	1	ls	\$5,698.00	\$5,698		
	TOTAL Management Office Labor - Construction				\$21,978	\$21,978	
	STANDARD FIELD COSTS						
	Small Tools and Ladders	2	mo	\$500.00	\$1,000		
	Misc. Tools and Equipment	2	mo	\$350.00	\$700		
	TOTAL Standard Field Costs				\$1,700	\$1,700	
	SITE MOBILIZATION COSTS						
	Temporary Toilets	8	wks	\$75.00	\$600		
	Dumpster - Site	8	load	\$350.00	\$2,800		
	Final Clean	2,374	sf	\$0.50	\$1,187		
	General Site Clean-up	8	wks	\$240.00	\$1,920		
	Ice, Cups and Water Barrels	8	wks	\$50.00	\$400		
	Jobsite Pick-up Truck - 1 ea	8	mo	\$1,000.00	\$8,000		
	TOTAL Site Mobilization Costs				\$14,907	\$14,907	
	SITE SECURITY AND SAFETY COSTS						
	Fire Extinguishers and Safety Equipment	1	ea	\$200.00	\$200		
	First Aid Kit	8	wks	\$50.00	\$400		
	TOTAL Site Security and Safety Costs				\$600	\$600	
	TEMPORARY CONSTRUCTION						
	Temporary Protection (Fencing)	1	ls	\$2,000.00	\$2,000		
	Sidewalk Repair	1	ls	\$500.00	\$500		
	TOTAL Temporary Construction				\$2,500	\$2,500	
	TOTAL DIVISION 1						\$41,685
DIV 2	EXISTING CONDITIONS						
	SELECTIVE DEMOLITION						
	Remove Existing Wood Flooring	2,192	sf	\$1.00	\$2,192		
	Remove Existing Ceiling	2,174	sf	\$0.50	\$1,087		
	Remove Existing HVAC	1	ls	\$1,000.00	\$1,000		
	Remove Existing Plumbing	1	ls	\$500.00	\$500		
	Remove Existing Electrical	1	ls	\$500.00	\$500		
	TOTAL Selective Demolition				\$5,279	\$5,279	

Master Plan for Historic Kyle Depot
Phase 3 Conceptual Estimate Detail

Clayton&Little Architects

July 12, 2011



CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Total
	SITE IMPROVEMENTS						
	Bench (Allowance)	3	ea	\$500.00	\$1,500		
	New Stained Concrete Plaza	2,019	sf	\$6.00	\$12,114		
	Rail Tracks	200	lf	\$125.00	\$25,000		
	Concrete Planter Wall & Footing - 1'-3"	550	sf	\$25.00	\$13,750		
	Landscaping in Planters	968	sf	\$5.00	\$4,840		
	New Wood Deck	1,120	sf	\$15.00	\$16,800		
	Wood Steps to Deck	20	lf	\$8.00	\$160		
	Stair/Ramp/Deck Metal Railing	189	lf	\$30.00	\$5,670		
	Gravel	2,558	sf	\$0.60	\$1,535		
	Brick Pavers	457	sf	\$12.00	\$5,484		
	Ornamental Steel Fence	240	lf	\$40.00	\$9,600		
	Sidewalk	800	sf	\$4.00	\$3,200		
	Landscaping near Street	682	sf	\$5.00	\$3,410		
	TOTAL Site Improvements				\$103,063	\$103,063	
	TOTAL DIVISION 2						\$108,342
	DIV 6 WOOD, PLASTICS AND COMPOSITES						
	WOOD BLOCKING & ROUGH CARPENTRY						
	Misc. Wood Repair & Carpentry - Unforeseen Conditions	1	ls	\$1,000.00	\$1,000		
	TOTAL Wood Blocking & Rough Carpentry				\$1,000	\$1,000	
	FINISH CARPENTRY						
	New Bead Board Ceiling	369	sf	\$5.00	\$1,845		
	TOTAL Finish Carpentry				\$1,845	\$1,845	
	MILLWORK						
	Pantry - 4' Wide	2	ea	\$600.00	\$1,200		
	New Lower & Upper Cabinets	11	lf	\$400.00	\$4,400		
	Bookshelf - 2'-6" Wide	1	ea	\$375.00	\$375		
	Reinstall Salvaged Shelf	1	ea	\$50.00	\$50		
	TOTAL Millwork				\$6,025	\$6,025	
	TOTAL DIVISION 6						\$8,870
	DIV 7 THERMAL AND MOISTURE PROTECTION						
	INSULATION						
	Spray Insulation at Roof Rafters	2,400	sf	\$1.90	\$4,560		
	TOTAL Insulation				\$4,560	\$4,560	
	JOINT SEALERS						
	Joint Sealers	1	ls	\$500.00	\$500		
	TOTAL Joint Sealers				\$500	\$500	
	TOTAL DIVISION 7						\$5,060
	DIV 8 OPENINGS						
	DOORS						
	New Interior Wood Door, Frame & Hardware	4	ea	\$750.00	\$3,000		
	Refurbish Existing Interior Doors	2	ea	\$200.00	\$400		
	TOTAL Doors				\$3,400	\$3,400	
	HISTORIC WINDOWS						
	New Ticket Window and Transaction Counter	1	ea	\$500.00	\$500		
	TOTAL Historic Windows				\$500	\$500	
	TOTAL DIVISION 8						\$3,900

Master Plan for Historic Kyle Depot
Phase 3 Conceptual Estimate Detail

Clayton&Little Architects

July 12, 2011



CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Total
DIV 9	FINISHES						
	GYPSUM BOARD ASSEMBLIES						
	Interior Walls -2x4 Wood Stud, 16" o.c., 5/8" Gyp., Spray Insulation	1,219	sf	\$6.00	\$7,314		
	Gypsum Board Ceilings	184	sf	\$3.50	\$644		
	TOTAL Gypsum Board Assemblies				\$7,958	\$7,958	
	CERAMIC TILE						
	Ceramic Tile Floor at Restrooms	105	sf	\$10.00	\$1,050		
	Ceramic Tile Wainscot at Walls	210	sf	\$10.00	\$2,100		
	TOTAL Ceramic Tile				\$3,150	\$3,150	
	WOOD FLOORS						
	New Wood Flooring - Patch 20%	438	sf	\$12.00	\$5,261		
	Refinish Existing Wood Flooring	1,754	sf	\$5.00	\$8,768		
	TOTAL Wood Floors				\$14,029	\$14,029	
	PAINTING						
	Tape, Float, Paint Gyp. Board Walls	2,438	sf	\$1.25	\$3,048		
	Tape, Float, Paint Gyp. Ceilings	184	sf	\$1.50	\$276		
	Paint Existing Walls	4,370	sf	\$1.00	\$4,370		
	Paint New Bead Board Ceiling	369	sf	\$1.00	\$369		
	Prep./Prime/Paint Existing Beadboard Ceiling	702	sf	\$1.50	\$1,053		
	Paint New Interior Wood Door, Frame & Hardware	4	ea	\$75.00	\$300		
	Paint Refurbish Existing Interior Doors	2	ea	\$75.00	\$150		
	New Ticket Window and Transaction Counter	1	ea	\$350.00	\$350		
	Paint Interior of Refurbished Windows, Transoms and Sidelights	19	ea	\$100.00	\$1,900		
	TOTAL Painting				\$11,816	\$11,816	
	TOTAL DIVISION 9						\$36,952
DIV 10	SPECIALTIES						
	SPECIALTIES						
	Interior Signage	1	ls	\$500.00	\$500		
	Site Signage	1	ls	\$2,500.00	\$2,500		
	ADA GrabRails	4	ea	\$100.00	\$400		
	Toilet Accessories	6	ea	\$75.00	\$450		
	TOTAL Specialties				\$3,850	\$3,850	
	TOTAL DIVISION 10						\$3,850
DIV 13	SPECIAL CONSTRUCTION						
	SPECIAL CONSTRUCTION						
	Exterior Public Restrooms - 20' x 20'	400	sf	\$100.00	\$40,000		
	TOTAL Special Construction				\$40,000	\$40,000	
	TOTAL DIVISION 13						\$40,000
DIV 15	MECHANICAL						
	PRE-ACTION FIRE PROTECTION SYSTEM						
	Pre-Action Fire Protection System	0	sf	\$2.50	\$0		
	TOTAL Pre-Action Fire Protection System				\$0	\$0	
	PLUMBING						
	Mop Sink	1	ea	\$1,500.00	\$1,500		
	WC	2	ea	\$1,500.00	\$3,000		
	Pedestal Sink	2	ea	\$1,500.00	\$3,000		
	Kitchen Sink	1	ea	\$1,500.00	\$1,500		
	Water Heater - 20 gallon	1	ea	\$1,500.00	\$1,500		
	TOTAL Plumbing				\$10,500	\$10,500	

Master Plan for Historic Kyle Depot
Phase 3 Conceptual Estimate Detail

Clayton&Little Architects

July 12, 2011



CSI	Item Description	Quantity	Unit	Unit Price	Item Total	Section Total	Division Total
	HEATING, VENTILATION & AIR CONDITIONING						
	HVAC System	2,374	sf	\$18.50	\$43,919		
	Exhaust Fan	1	ls	\$500.00	\$500		
	TESTING, ADJUSTING, AND BALANCING						
	Miscellaneous, Testing, Adjustment and Balancing	2,374	sf	\$0.75	\$1,781		
	TOTAL Heating, Ventilation & Air Conditioning				\$46,200	\$46,200	
	TOTAL DIVISION 15						\$56,700
DIV 16	ELECTRICAL						
	ELECTRICAL						
	General Electrical	2,374	sf	\$5.00	\$11,870		
	Relocate Utility Pole (Allowance)	2	ea	\$1,000.00	\$2,000		
	LIGHTING						
	Pendant Lights	36	ea	\$250.00	\$9,000		
	6" Recessed Can Lights	6	ea	\$150.00	\$900		
	Ceiling Fans	5	ea	\$400.00	\$2,000		
	SPECIAL SYSTEMS						
	Security	1	ls	\$2,500.00	\$2,500		
	Telephone and Data Infrastructure	2,374	sf	\$1.50	\$3,561		
	FIRE ALARM SYSTEM						
	Fire Alarm System	2,374	sf	\$0.75	\$1,781		
	TOTAL Electrical				\$33,612	\$33,612	
	TOTAL DIVISION 16						\$33,612
	TOTAL DIRECT COST				\$338,970	\$338,970	\$338,970



CITY OF KYLE, TEXAS

Chaining of Dogs

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 5, CODE OF ORDINANCES, TO PROHIBIT CHAINING AND TETHERING OF DOGS AS A METHOD OF RESTRAINT; PROVIDING STANDARDS FOR ENCLOSURES; PROVIDING EXCEPTIONS; AND PROVIDING FOR RELATED MATTERS ~ *Jeff Barnett, Chief of Police*

Other Information:

Budget Information:

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[Animal Control Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 5, CODE OF ORDINANCES, TO PROHIBIT CHAINING AND TETHERING OF DOGS AS A METHOD OF RESTRAINT; PROVIDING STANDARDS FOR ENCLOSURES; PROVIDING EXCEPTIONS; AND PROVIDING FOR RELATED MATTERS

Whereas, the proper care, regulation and control of animals is necessary for the health, safety and quality of life of the citizens of the City of Kyle, Texas (herein the "City"); and

Whereas, the establishment of reasonable requirements for the care and control of animals is necessary to protect such animals and the general public;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Amendment of Chapter 5. Chapter 5 of the Code is hereby amended in its entirety to read as follows:

Chapter 5 - ANIMALS 

[ARTICLE I. - IN GENERAL](#)

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[ARTICLE III. - ANIMAL PROTECTION](#)

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ARTICLE I. - IN GENERAL 

[Sec. 5-1. - Definitions.](#)

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Sec. 5-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abuse means to mistreat through intent abuse or reckless neglect of any animal in a manner that causes or is likely to cause stress or physical injury or as otherwise stated in this chapter.

Animal means any living creature other than hominids. Unless indicated otherwise, the term shall include livestock, fowl, reptiles, amphibians, and wildlife, as well as dogs, cats and other creatures commonly owned as pets. The term shall exclude fish and other small aquarium-maintained creatures, not herein prohibited or restricted, where the owner only maintains no more than three aquariums having a total capacity of 90 gallons.

Animal control division, animal control authority or animal control officer means the animal control division of the city police department, its' animal control officers and/or peace officers.

Animal shelter or city kennel means a facility designated by the city council to be used for the impoundment of animals taken up by the animal control officers or other similar facility that may be temporarily contracted or designated by the chief of police for animal impoundment under the provisions of this chapter.

Animal welfare group means an association or nonprofit corporation who has as one of its purposes the providing for the welfare and/or protection of animals of any kind.

Apiary means a place where a bee colony is kept.

Authority means the local rabies control authority as defined in this section.

Bee means any stage of the common domestic honey bee, *Apis mellifera* species.

Brand means a mark made on the skin of any animal which indicates the ownership of the animal; typically used with livestock.

Cat means the male and the female of any domesticated member of the feline species of animal.

Chief of police means the chief of police or the chief of police's designee responsible for the administration of this chapter.

Circus means a commercial variety show featuring animal acts for the public at a fee or a part of a charity.

Colony means a hive and related equipment and appurtenances including bees, comb, honey, pollen, and brood.

Commercial animal enterprise means and includes, but not be limited to, enterprises such as kennels, pet shops, riding stables, animal actions, performing animal exhibitions, animal training services, grooming shops, petting zoos, aviaries or any similar entrepreneurial relationship regarding animals.

Constrictor means a snake that kills its prey by coiling tightly around it, causing suffocation.

Dangerous wild animal shall have the same meaning as defined in V.T.C.A., Health and Safety Code §§ 822.101—822.116, as amended.

Day means a workday including Saturday and excluding Sunday and city holidays.

Distance between structures, where a minimum setback or distance between any enclosure for an animal from a residence is required, means the most direct line distance between the two structures, unless otherwise provided.

Dog means the male and the female of any domesticated member of the canine species of animal.

Domestic animal means any animal whose physiology has been determined or manipulated through selective breeding and does not occur naturally in the wild; any

animal which can be vaccinated against rabies with an approved rabies vaccine; and any animal which has an established rabies quarantine observation period.

Estray has the same meaning as defined in V.T.C.A., Agriculture Code ch. 142 as amended, defining estray as stray livestock, stray exotic livestock, and stray exotic fowl.

Exotic species means any animal or reptile, fish, or bird, born or whose natural habitat is considered to be outside the continental United States, including nonvenomous reptiles and fish.

Fish means any of the cold-blooded animals that extract oxygen from water through the use of gills.

Fowl means and includes all birds, e.g., chickens, turkeys, pheasants, quail, guineas, geese, ducks, peafowl and other domestic feathered creatures and nondomestic feathered creatures, regardless of age or sex.

Governmental entity means an agency or political subdivision of the state or an agency or department of the federal government.

Habitual offender or habitually means or refers to, an owner who has received two or more final convictions of this chapter or the owner of an animal who has been the subject of impoundment in the animal shelter three or more times during a 12-month period or any combination of convictions and impoundment totaling three incidents.

Harbor means to possess while in the act of keeping and caring for an animal; or of providing a premises to which the animal returns for food, shelter or care for a period of three days or longer.

***Hive* means a structure intended to house a colony.**

Kennel means an establishment designed or used for the selling, breeding, or overnight boarding of animals where more than three dogs and two cats or three cats and two dogs or a combination of five other animals are to be boarded, sold, or bred.

Livestock means and includes, regardless of age, sex or breed, horses and all equine species, including mules, donkeys and jackasses; cows and all bovine species; sheep and all ovine species; llamas; goats and all caprine species; and pigs and all swine species.

Local rabies control authority means the senior animal control officer, or an officer he designates to act in his place when he is temporarily unable to act for any reason.

Marine animal means any animal, other than a mammal or bird, that lives in a marine environment.

Multi-pet owner means a person who keeps or harbors ~~more than five~~ **or more** cats or dogs or any combination of five **or more** cats and dogs. Puppies and kittens under four months of age shall not be counted for purposes of this definition.

Neutered means any animal, male or female, rendered incapable of breeding or being bred, i.e., castration in the male and spaying or **ovariohysterectomy** ~~ovariectomy~~ in the female.

Nonregisterable dangerous dog means any dog which:

- (1) When unprovoked, severely attacked or inflicts serious injury or death to a person, whether on public or private property; or
- (2) Has been deemed nonregisterable by the animal control officer and upheld or unchallenged by any court of jurisdiction.

Owner or presumed owner means any person who has purchased or who owns, keeps, maintains, harbors or has care, custody or control of one or more animals. Ownership may be determined by identifying an adult resident of the premises upon which the animal is kept, maintained, harbored or otherwise resides and such adult shall constitute the owner of the animal upon such premises. Each actual resident of the premises shall be the owner or presumed owner and charged with responsibility for the animals thereon maintained or harbored.

Performing animals means any spectacle, display, act or event in which animals perform.

Person means and includes an individual human, partnership, copartnership firm, company, limited liability partnership or other partnership or other such company, joint venture, joint stock company, trust, estate, governmental entity, association or corporation or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

Poison means a substance having an inherent harmful property which renders it, when taken into the system, capable of destroying animal life.

Policy means the policies and procedures adopted consistent with this chapter and applicable to the animal control division of the city police department.

Premises means a definite portion of a legal lot of real estate or land, together with any appurtenances or buildings.

Prohibited animals means any animal prohibited by state or federal law and including any individual species and/or subspecies of the following animals: antelope, lions, tigers, ocelots, bobcats, lynx, cougars, leopards, cheetahs, jaguars, hyenas, bears, lesser pandas, ferrets born in natural habitats, binturong, ostriches, emus, elephants, Vietnamese pot belly pigs, miniature pigs, apes or such other nondomestic species of animal not common to this area.

Proper enclosure for a registered dangerous dog means a house or a building, or in the case of a fence or structure/pen, the fence or structure/pen must be at least six four feet in height. The structure/pen must also have minimum dimensions of 150 square feet five feet by ten 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 and have secured sides to prevent a dangerous animal or registered dangerous dog from escaping from the enclosure. The structure/pen shall provide protection from the elements for the animal. **The structure/pen must have a secure top and a concrete floor.** ~~The animal control officer may require a fence higher than four feet or require a secure top and/or a secure bottom to the structure/pen if the need is demonstrated.~~ Invisible fences or similar technology shall not constitute proper enclosure.

Proper outdoor enclosure for a dog means a fence or structure/pen must be at least four feet in height. The structure/pen must also have a minimum dimension of 150 square feet. The fence or structure/pen must form an enclosure secured such that an animal cannot climb, dig, jump, or otherwise escape of its own volition. The structure/pen shall provide protection from the elements for the animal. **Invisible fences or similar technology shall not constitute proper enclosure.**

Quarantine means a period of ten days used for observation of a domestic or pet animal to determine the health status of that animal in relation to the rabies virus.

Quarantine by owner means an animal owner who quarantines with animal control officer's permission under the following conditions:

- (1) Animal must have current rabies vaccination and be registered with animal control;
- (2) Animal must be inside an enclosed structure, i.e., house or garage, and must remain there for ten days;
- (3) If maintained outside, animal must be behind a fence from which it cannot escape and on a chain from which it cannot break loose or inside a covered pen or kennel from which it cannot escape. The length of the chain must prevent the animal from making contact with the fence in which it is kept;
- (4) Animal must be kept away from other animals and people except those in the immediate household;
- (5) Animal may not be removed from the corporate city limits while under quarantine;
- (6) Owner shall notify animal control officer immediately if animal becomes sick or displays any behavioral changes;
- (7) Owner shall not subject the animal to any medical procedure without first notifying the animal control officer. This includes any vaccination;
- (8) Animal must be examined by the local rabies control authority or designee by the first day of home quarantine and again on the final day of quarantine. Upon final examination the authority may declare the animal to be free of the rabies virus or under questionable circumstance differ such examinations to a licensed veterinarian. In such instances, owner shall be responsible for all associated costs and when required produce proof of such veterinarian examinations;
- (9) Owners who are deemed habitual offenders as defined herein shall not be allowed home quarantine;
- (10) Owner must allow animal control, with reasonable notice, to view and confirm the health of the animal during the rabies quarantine period.

Rabies vaccination means the vaccination of a dog, cat or other domestic animal with an antirabies vaccine approved by the state department of health and administered by a veterinarian licensed by the state.

Registered dangerous dog means any dog registered with the city in compliance with V.T.C.A., Health and Safety Code §§ 822.041—822.047, and with article IV of this chapter, pertaining to registered dangerous dogs.

Residence means any place of human habitation at any time, day or night, including, but not limited to, any single-family or multifamily dwelling, church, school, convalescent center or nursing home.

Restrained means: ~~any animal secured by a leash, rope or chain of some sort or confined through fencing or otherwise within the property limits of its owner.~~

- 1) With respect to a dog:
 - a. Kept under direct physical control of the animal's owner or handler by a tether, leash, cord, chain, or similar direct physical control; or
 - b. Confinement through fencing or similar enclosed structure within the property limits of its owner.
- 2) With respect to any other animal:
 - a. Secured by a tether, leash, rope, or chain of some sort; or
 - b. Confinement through fencing or similar structure within the property limits of its owner.

Restricted animals means any individual species and/or subspecies defined herein as prohibited animals that have been registered and permitted in compliance with the procedures set out in [section 5-132](#).

Running at large or *animals at large* means:

- (1) *Off premises*. Off-premises as follows:
 - a. Any animal, except pet cats, which is not restrained by means of a leash, chain, or other physical apparatus of sufficient strength and length to control the actions of such animal while off-premises;
 - b. Any cat which is creating a nuisance off the owner's property.
- (2) *On-premises*. On-premises as follows:
 - a. Any animal, except pet cats, not confined to the premises of the owner by a substantial fence of sufficient strength and height to prevent the animal from escaping there from; ~~or secured on the premises by a chain or leash sufficient in strength to prevent the animal from escaping from~~

~~premises and so arranged that the animal will remain upon the premises when the leash is stretched to full length;~~

b. Any animal, except dogs, secured on the premises by a tether, chain, or leash sufficient in strength to prevent the animal from escaping from premises and so arranged that the animal will remain upon the premises when the tether, leash, or chain is stretched to full length;

c. ~~b.~~ An animal intruding upon the property of another person other than the owner's shall be termed "at large;"

d. ~~e.~~ Any animal within a vehicle in a manner that would prevent that animal's escape or contact with other persons or animals shall not be deemed "at large."

Serious injury means bodily injury resulting from severe attack or severe bite from an animal which produces severe pain, trauma, loss of blood or tissue, and which requires medical treatment of wounds inflicted by the animal.

Severe attack means an attack in which the animal repeatedly bites or vigorously shakes its victim, and the victim, or a person intervening, has extreme difficulty terminating the attack.

Severe bite means a puncture or laceration made by an animal's teeth which breaks the skin, resulting in a degree of trauma which would cause most prudent and reasonable people to seek medical care for treatment to the wound, without considerations of rabies prevention alone.

Stray animal (including estray) means any animal, of which there is no identifiable owner or harborer, which is found to be at large within the corporate limits of the city.

Tag means a vaccination tag attached to a collar as required by this chapter or some other permanent identifying device attached to a collar or to an animal.

Tattoo means a permanent mark which is made on the skin of an animal by puncturing the skin and inserting indelible color, and which is used to show ownership.

Tract means a contiguous parcel of land under common ownership.

Undeveloped property means any property that is not improved or under improvement for human use or occupancy, including property developed as a street or highway, or used for a commercial agricultural purpose.

Unprovoked attack means that the animal was not hit, kicked, teased, molested or struck by a person with an object or part of a person's body, nor was any part of the animal's body pulled, pinched or squeezed by a person.

Vaccination means an injection of a rabies vaccine which is approved by the U.S. Department of Agriculture, Veterinary Biologics Division, state veterinarian and administered by a licensed veterinarian or at an approved antirabies clinic.

Veterinarian means any person duly licensed to practice veterinary medicine by the state board of veterinary examiners, or who is exempt from such licensing.

Wild animal or *wildlife* means any nondomestic creature (mammal, amphibian, reptile or fowl) which is of a species which is wild by nature, which can normally be found in a wild state, and which is not naturally tame or gentle, or which, because of its size, vicious nature and other characteristics, constitutes a danger to human life or property including all animals identified herein as prohibited.

Workday means a day from Monday through Saturday, excluding city holidays, with each respective day's work hours beginning at 8:00 a.m. and continuously operating until 8:00 p.m.; defining the public's routine access to administrative fees and impound release transactions authorized by this chapter.

Zoological park or *zoo* means any facility, other than a pet shop or kennel, displaying or exhibiting one or more species of animals, operated by a person or under the auspices of a governmental entity.

(Ord. No. 287-1, § 1, 2-1-2005)

Sec. 5-2. - Penalty.

(a) Any person who shall violate any of the provisions of this chapter, or shall fail to comply therewith, or with any of the requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of \$500.00. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(b) A person commits an offense if, with intent to deceive, he knowingly makes a false report or statement, either verbal or written, that is material to an investigation of an

alleged violation of this chapter to an animal control officer or other person authorized to enforce provisions of this chapter.

(c) A person commits an offense if he reports to a person authorized to enforce provisions of this chapter an offense or incident within that person's concern knowing that the offense or incident did not occur.

(Ord. No. 287-1, § 5, 2-1-2005)

Sec. 5-3. - Purpose.

It is the intent and purpose of this chapter to provide a safe and healthy environment within the city for both animals and people. While a person may own and keep animals within the city, the conduct of those animals and the conditions that the animals are kept in should be safe and healthy and should not infringe on the surrounding homes and their inhabitants.

(Ord. No. 287-1, § 2, 2-1-2005)

Sec. 5-4. - Enforcement and policy.

(a) The provisions of this chapter may be enforced by animal control officers, police officers, and such other persons as are designated by the city. Nothing herein is intended to or shall preempt any statutory duty or authority of any federal, state, or local entity or official charged with animal control, stray, control or impoundment, or other animal related matters.

(b) It shall be unlawful for any person to interfere with, obstruct, resist or oppose any animal control officer or other person authorized to enforce the provisions of this chapter while such person is apprehending an animal or performing any other duties or investigation. It shall be unlawful to take or attempt to take any animal from any animal control officer or from any vehicle used by the officer to transport any animal or to take or attempt to take any animal from the animal shelter or other kennel or confinement area used to impound an animal.

(c) In all instances of a violation of any provision of this chapter, whether the animal is impounded or not, the owner or keeper of such animal may be cited by an officer who has the authority to enforce this chapter for any violation of this chapter. The animal control division may also by policy establish a conditional written warning procedure relating to registrations, displaying of tags, and general "at large" violations. The receipt of such written warnings does not preclude the animal control division from citing the recipient if the conditions of the written warning are not met in a timely fashion.

(d) In the enforcement of this chapter, animal control officers and police officers shall have the authority to utilize firearms to kill or otherwise disable any animal to protect themselves, to protect a third person or to protect another animal from attack or threat of imminent injury or to prevent such animal from enduring further pain or suffering as a result of disease or injury. They shall also have the authority to tranquilize or trap any animal, fowl, livestock or wildlife consistent with humane policies adopted by the animal control division.

(e) Unless specifically provided in this chapter, an offense under this chapter shall not require a culpable mental state. It is the intent of this chapter to impose strict liability for violation of the requirements of this chapter.

(f) To aid in the administration of this chapter, the animal control division shall by policy making authority of the chief of police, adopt administrative policies and operational procedures consistent with the purpose and intent of this chapter.

(Ord. No. 287-1, § 3, 2-1-2005)

Sec. 5-5. - Powers and duties of citizens.

Any person who finds an animal which he does not own on property that he owns or exercises control over or on public property may take control of said animal if it is running at large (as provided in [section 5-38](#)) and may deliver the animal to an animal control officer, the animal shelter, or an animal emergency medical facility. If the animal is not delivered to an animal control officer, the animal shelter, or an animal emergency medical facility, the person must report that he had taken control of the animal to an animal control officer or the animal shelter within 72 hours. If the animal is wearing a tag of any kind or has a tattoo, brand, or other identifying mark, that information shall be included in the report to the animal control officer or animal shelter.

(Ord. No. 287-1, § 4, 2-1-2005)

Sec. 5-6. - Prima facie evidence.

In any prosecution charging a violation of this chapter, governing the abuse, neglect or ownership of an animal or failure to license an animal as herein required, proof that the particular property described in the complaint was the premises upon which the animal resided, was harbored or maintained and a violation of any section of this chapter occurred involving said animal, together with proof that the defendant named in the complaint was, at the time of such complaint or at the time when the animal was in violation of this chapter, the registered owner of such animal or the person with legal rights to reside on said property, shall constitute in evidence a prima facie presumption that the registered owner of such animal or the person with legal rights to reside on said

property was the owner of the animal and the person who failed to comply with this chapter.

(Ord. No. 287-1, § 6, 2-1-2005)

Sec. 5-7. - Abatement of conditions not complying with chapter.

Whenever any premises where animals are kept in an unsanitary conditions, or the facilities are not in keeping with provisions of this chapter or any other regulations herein, the animal control division, by written notice on a form provided by police department policy clearly stating the intent of this section, to the person responsible for the condition of the premises, may order the abatement of the conditions which are not in accordance with the ordinance or other regulations, or conditions which constitute a nuisance. Failure to comply with such order shall, in addition to any criminal or administrative proceedings, be grounds for and entitle the city to obtain relief by injunction. Nothing herein precludes the city's use of any public health ordinance or law in lieu of nuisance abatement or injunctive relief herein provided.

(Ord. No. 287-1, § 7, 2-1-2005)

Sec. 5-8. - Compliance with chapter not relief from compliance with other regulations.

The keeping of any animal in accordance with provisions of this chapter shall not be construed to authorize the keeping of the same in violation of [chapter 53](#), zoning, or any other ordinance of the city.

(Ord. No. 287-1, § 8, 2-1-2005)

Sec. 5-9. - Fees.

The fee schedule attached as appendix A to this Code shall apply to all animals within the city limits. It shall not be construed that the city be required to bear the costs of any animal that has an owner. The owner shall reimburse the city for any actual expenses and shall be responsible for all fees set forth in appendix A to this Code. The city may recover all fees, costs and damages incurred as a result of the animal as restitution in a criminal proceeding under the provisions of this chapter or the state statute in addition to a fine being charged. In extraordinary circumstances, certain fees related to redemption of impounded animals may be administratively waived for owners with supervisory approval; or pay agreements reached between owners and animal control supervisors. Such administrative actions shall be guided by animal control's adopted policies and procedures.

(Ord. No. 287-1, § 9, 2-1-2005)

Secs. 5-10—5-36. - Reserved.

ARTICLE II. - GENERAL REGULATIONS

[Sec. 5-37. - Identification for animals.](#)

[Sec. 5-38. - Running at large.](#)

[Sec. 5-39. - Confinement during estrus.](#)

[Sec. 5-40. - Animal defecation in certain areas.](#)

[Sec. 5-41. - Wild animals or wildlife.](#)

[Sec. 5-42. - Nuisance animals.](#)

[Sec. 5-43. - Honeybees.](#)

[Sec. 5-44. - Pens and coops; location.](#)

[Sec. 5-45. - Livestock.](#)

[Sec. 5-46. - Storage of feed.](#)

[Sec. 5-47. - Other restrictions.](#)

[Sec. 5-48. - Animals held on complaint.](#)

[Sec. 5-49. - Removal of animals from confinement.](#)

[Secs. 5-50—5-71. - Reserved.](#)

Sec. 5-37. - Identification for animals.

Except as provided herein, all animals within the city shall be marked by some type of identifying license, tag, band, tattoo or brand by which the animal's owner can be identified. Animals exempted from this requirement are mice, rats, rabbits, guineas, hamsters, gerbils, ferrets, fowl and snakes.

(Ord. No. 287-1, § 31, 2-1-2005)

Sec. 5-38. - Running at large.

(a) *Responsible party.* It shall be unlawful for any person who owns, keeps, harbors or otherwise has control over any animal within the city to allow or permit such animal to run or be at large within the city.

(b) *Cats.* The prohibition against an animal running at large shall not apply to a domestic cat which has been vaccinated as required by this chapter and which is wearing the required vaccination tags. The prohibition shall apply to all other cats.

(c) *Restraint required.* An animal shall be considered to be at large if it is:

1. Not under the control of its owner either by a tether, leash, chain, cord, or other suitable material attached to a collar or harness;
2. In the case of an animal other than a dog, not restrained on the property of the owner by a tether, leash, chain, cord; or
3. Not restrained on the property of the owner by a fence.
4. An animal inside a vehicle parked in a public place or in the open bed of a moving or parked vehicle in a public place shall be considered to be at large unless it is restrained in such a manner that it cannot exit the vehicle of its own volition.

~~not under the control of its owner by either a leash, chain, cord or other suitable material attached to a collar or harness, or not restrained on the property of the owner by a leash, chain, cord or fence. An animal inside a vehicle parked in a public place or in the open bed of a moving or parked vehicle in a public place shall be considered to be at large unless it is restrained in such a manner that it cannot exit the vehicle of its own volition.~~

(d) *Snakes.* It shall be unlawful for any person to have a snake in any park or other public place unless it is within some type of cage, pen or enclosure.

(e) *Impoundment.* The animal control officer for the city may impound any animal observed to be at large, whether the animal is on public or private property, subject to the applicable provisions of the law. If the animal control officer observes an animal on property which is owned by a person other than the owner of the animal, and observes the animal return to property of its owner, the animal control officer may impound the animal or issue a citation for the animal running at large. In the event the animal is on private property or property of the animal's owner, the animal control officer, his agent, or peace officer may enter the property, other than a private dwelling for the purpose of impoundment or issuance of a citation, or both, subject to the applicable provisions of the chapter and law.

(f) *Prima facie evidence.* Proof that an animal was found at large in violation of this section, together with proof that the defendant was the owner of such animal at the time, shall constitute prima facie evidence that the defendant allowed or permitted the animal to be at large.

(Ord. No. 287-1, § 32, 2-1-2005)

Sec. 5-39. - Confinement during estrus.

(a) *Secured enclosure required.* Any unspayed female dog or cat in the state of estrus (heat) shall be confined during such period of time in a house, building or secure enclosure and the area of enclosure shall be so constructed that no other dog or cat may gain access to the confined animals except for controlled ~~breeding~~ ~~breeding~~ permitted by the owner of the female.

(b) *Chaining ~~Changing~~ or tethering.* Additionally, ~~if the dog's owner or handler remains outside within visual range of the dog throughout the period of restraint,~~ the female dog or cat shall not be chained or tethered, except in a secured enclosure, and if chained or tethered within a secured enclosure, the female dog or cat may not be chained or tethered in a manner that prevents her from defending herself or from avoiding a male.

(c) *Removal of the animal.* Owners who do not comply shall be ordered to immediately remove the animal in heat to a veterinary hospital or the animal shelter. Failure to comply with the removal order of the animal control officer shall be a violation of this chapter and the dog or cat will then be impounded as prescribed herein. All expenses incurred, as a result of this confinement, shall be paid by the owner.

(Ord. No. 287-1, § 33, 2-1-2005)

Sec. 5-40. - Animal defecation in certain areas.

(a) *Prohibited.* It is unlawful for the owner or person in control of an animal to intentionally, knowingly, recklessly or with criminal negligence allow or permit such animal to defecate on any public property or improved private property other than that of the owner of the animal. That the animal was at large at the time it defecated on any property shall constitute a prima facie evidence that the owner or person in control of the animal allowed or permitted the animal to so act.

(b) *Exception.* It is an exception to the application of this section that the owner or person in control of the animal immediately removed and cleaned up such animal's feces from public or private property.

(Ord. No. 287-1, § 34, 2-1-2005)

Sec. 5-41. - Wild animals or wildlife.

(a) No person shall possess, keep or have care, custody or control of a prohibited animal, wild animal or wildlife within the city except as provided herein.

(b) All persons shall be prohibited from selling, giving, transferring or importing into the city any wild animal.

(c) This section shall not apply to approved zoological parks or circuses. Nor shall this section apply to primary and secondary schools, colleges and universities, zoological parks owned or operated by a governmental entity or any animal assisting physically handicapped persons.

(d) It shall be a defense to prosecution under this section that the animal being kept was an infant or injured animal which was not capable of surviving on its own and that such animal was kept for three days or less, or for such reasonable time as was necessary before giving the animal to a licensed wildlife rehabilitator.

(Ord. No. 287-1, § 35, 2-1-2005)

Sec. 5-42. - Nuisance animals.

(a) As used in this article, a nuisance animal shall be defined as any animal that commits any of the acts listed herein:

- (1) Molests or chases pedestrians, passersby or passing vehicles, including bicycles, or molests, attacks or interferes with other animals or persons on public property or private property other than the owners;
- (2) Makes unprovoked attacks on other animals of any kind or engages in conduct which establishes such animal as a "dangerous animal";
- (3) Is repeatedly at large; specifically, three or more times per 12-month period (excluding domestic cats);
- (4) Damages, soils or defiles public property or private property, other than property belonging to or under the control of the owner;
- (5) Repeatedly defecates on property not belonging to or under the control of its owner, unless such waste is immediately removed and properly disposed of by the owner of the animal (including domestic cats);
- (6) Barks, whines, howls, crows, crackles or makes any noise excessively and continuously, and such noise disturbs a person of ordinary sensibilities;
- (7) Produce odors or unclean conditions sufficient to annoy persons living in the vicinity; or
- (8) Is unconfined when in heat.

(a) ~~(b)~~ If the animal control officer determines that any animal is a nuisance, the animal control officer may issue an order requiring that the owner meet certain remedial requirements to correct the conduct of the animal. The order, the form of which shall be provided for by policy, shall be given to the owner by personal service or by certified mail, return receipt requested. The owner may file a written appeal to this order clearly stating the reasons for the appeal, to the chief of police within ten days of service. The chief of police or designee shall conduct a hearing to determine the issues stated in the written appeal. At the hearing the formal rules of evidence do not apply. The chief shall make his decision on the basis of preponderance of the evidence presented. The decision of the chief shall be rendered within 30 days from receipt of the appeal and the decision of the chief shall be final. Nothing herein precludes the city from seeking other remedies if owner's fail to comply with the remedial requirements stated or the decisions rendered in the appeal process.

(b) ~~(e)~~ Persons residing within 600 feet of a person who harbors or keeps an animal that they believe to be a nuisance may initiate a written, signed complaint, the form of which shall be provided for by policy, with the animal control division. The animal control division shall investigate the merits of such complaints to determine if the stated animal is a nuisance as defined herein this section. If the animal is determined to be a nuisance animal the procedure set forth in subsection (a) ~~(b)~~ of this section shall apply.

(Ord. No. 287-1, § 36, 2-1-2005)

Sec. 5-43. - Honeybees.

~~No person shall construct, place or maintain any beehive within 300 feet of any residence other than that of the owner except with the consent of the occupants of all such residences.~~

Article 1. General Provisions

(a) Restrictions

1. A person may not keep a colony that causes a threat to human or animal health, or interferes with normal use and enjoyment of public or private property.

(b) Apiary Maintenance

1. A person shall keep a colony in a Langstroth-type hive with removable frames that is maintained in sound and usable condition.

2. A person shall provide a source of water to a colony to prevent the bees from congregating at a water source used by a human, bird, or domestic pet.
3. A person shall store or dispose of bee comb or other material removed from a hive in a sealed container, building, or other bee-proof enclosure.

(c) Construction of Flyway Barrier

1. Except as provided in Subsection (B), a person who keeps a colony within 25 feet of the property line of a tract, as measured from the nearest point of a hive to the property line, shall establish and maintain a flyway barrier parallel to the property line.
2. A person is not required to construct a flyway barrier if the aviary tract is adjoined by undeveloped property for a distance of at least 25 feet from the property line of the tract that is closest to location of the colony.
3. A flyway barrier created under this section must:
 - a. Consist of a solid wall, fence, dense vegetation, or combination of these materials at least six feet high; and
 - b. Extend at least 10 feet beyond the hives on each end of the colony.

(d) Control of Aggressive Colony

1. A person shall immediately replace the queen in a colony that exhibits aggressive characteristics, including stinging or attempting to sting without provocation, or a disposition towards swarming. A person required to replace a queen under this subsection shall select the replacement from bee stock bred for gentleness and non-swarmling characteristics.
2. As required for swarm management, a person may maintain a nucleus colony for each two colonies allowed under this chapter. A person may house a nucleus colony in a structure not exceeding a standard 9 5/8 inch depth ten-frame hive body with no supers attached.

A person shall dispose of or combine a nucleus colony with an authorized colony not later than the 30th day after the date the nucleus colony is acquired.

(e) Colony Density

1. Except as provided in Subsection (B), a person may not keep more than:
 - a. Two colonies on a tract one-quarter acre or smaller
 - b. Four colonies on a tract larger than one-quarter acre but smaller than one-half acre
 - c. Six colonies on a tract one-half acre or more but smaller than one acre
 - d. Eight colonies on a tract one acre or more
2. A person may keep an unlimited number of colonies on a tract:
 - a. On which all hives are located at least 200 feet from each property line of the tract; or
 - b. Adjacent to undeveloped property for at least 200 feet from any hive

(f) Hive Identification and Ownership

1. Except as provided in Subsection 2, a person shall:
 - a. Brand, paint, or otherwise clearly mark the apiary owner's name or telephone number on at least two hives placed at opposite ends of an apiary; or
 - b. Post a conspicuous sign displaying the apiary owner's name and telephone number at the entrance to the apiary tract.
2. A person is not required to place owner identification on or near a colony located on a tract on which the owner resides.

Article 2. Enforcement and Penalties

(a) Inspection or Enforcement by Animal Control Authority

1. The animal control authority may inspect an apiary between the hours of 8:00 a.m. and 5:00 p.m. If the owner of the apiary resides on the tract or the owner's name is marked on the colony, the animal control authority shall attempt to give the owner notice of inspection.
2. The animal control authority may investigate a complaint of a violation of this chapter.
3. For enforcement actions under this chapter, the animal control authority may presume that the person who owns or has a present right of possession or control of a tract on which an unidentified colony is located is the owner of the colony. A person may rebut the presumption of ownership by presenting the animal control authority with a written agreement indentifying the name, address, and telephone number of the owner of the unidentified colony.

(b) Destruction of Wild or Abandoned Bees

1. The animal control authority will order relocation of bees described in Subsection 2(a-c) if the relocation of the bees can be done without threatening human or animal health or interfering with the normal use and enjoyment of public or private property.
2. If relocation of bees under Subsection 1 in not possible then, without notice and a hearing, the animal control authority may order destruction of:
 - a. A colony not residing in a hive;
 - b. A swarm of bees; or
 - c. A colony residing in an abandoned standard or man-made hive.

(c) Notice of Violation or Hearing

1. Except as provided in subsection (b) (Destruction of Wild or Abandoned Bees), the animal control authority shall issue written notice to a person the animal control officer believes to be in violation of this chapter. Notice of violation issued under this section must include:

- a. A description of the alleged violation;
 - b. A description of the required corrective action;
 - c. A statement that compliance is required within 10 days of the date of the notice; and
 - d. A statement that the person may request a hearing to determine if a violation of this chapter exists.
2. If a person requests a hearing or fails to correct an alleged violation within 10 days of the date a notice of violation is issued, the animal control authority shall issue a notice of hearing to the person. Notice of hearing issued under this section must include:
- a. The date, time and place of the hearing;
 - b. A description of the alleged violation;
 - c. A statement that the person may appear in person or through counsel, present evidence, cross examine witnesses, and request that the proceeding be recorded; and
 - d. A statement that the bees may be ordered relocated, destroyed or removed if the animal control authority finds a violation of this chapter has occurred.
3. Except as provided in subsection 4, the animal control authority shall send notice under this section by certified mail.
4. If the animal control authority is unable to locate the owner of a colony, notice under this chapter may be given by:
- a. A single publication in a newspaper of general circulation at least five days before the date of the hearing; and
 - b. Posting a notice on the tract where the colony is located.
- (d) Enforcement Procedure

1. The animal control authority shall conduct a hearing requested under this chapter under the preponderance of credible evidence standard of proof.
2. If the animal control authority finds that a person has committed a violation of this chapter, the animal control authority may:
 - a. issue an enforcement order;
 - b. order that the person's bees be relocated, destroyed or removed not later than the 20th day after the date of the decision; and
 - c. prohibit the person from locating a colony on the same tract for a period of two years following the date of the decision.
3. The animal control authority may issue a warning if the animal control authority determines that a person did not intentionally commit a violation and that the person has implemented corrective action sufficient to cure the alleged violation.
4. If a person fails to comply with an enforcement order issued under this chapter, the animal control authority may destroy or relocate the colony subject to the order.
5. After destruction or relocation of a colony by the animal control authority, a person shall pay all related expenses and request that the animal control authority return all usable components of the hive structure that are not damaged or unsafe for use.
6. In issuing orders under this section, the animal control authority will order the relocation of bees, instead of their destruction, if relocation can be done without threatening human or animal health or interfering with the normal use and enjoyment of public or private property.

(e) Appeal

1. A person may appeal the animal control authority's decision under this chapter to a court of competent jurisdiction. An appeal under this section shall stay the animal control authority's decision.
2. The animal control authority may not require a person to remove a colony subject to a decision under appeal pending the determination of the appeal.

(Ord. No. 287-1, § 37, 2-1-2005)

Sec. 5-44. - Pens and coops; location.

(a) All fowl and rabbits shall be kept within a pen, coop or hutch. A fenced yard shall not qualify as a pen or coop. **No more than 6 hens shall be kept at a residence. This exception does not apply to roosters.**

~~(b) Any person keeping or harboring any animal, other than livestock, shall locate any pen, coop, hutch or other housing at least 50 feet from any residence, excluding the residence of the person keeping or harboring the animals.~~

(Ord. No. 287-1, § 38, 2-1-2005)

Sec. 5-45. - Livestock.

(a) It shall be unlawful for any person owning or having care, custody or control over any livestock, except the horses used by the city police department, to:

(1) Cause or permit any livestock to be pastured, herded, stacked or tied in any street, lane, alley, park or other public place;

(2) Tie, stake or pasture or permit the tying, staking or pasturing of any animal upon any private property within the city without the consent of the owner or occupant of such property, or in such a way as to permit any livestock to trespass upon any street or other public place or upon any private property; or

(3) Permit any livestock to be or remain during the nighttime secured by a stake, or secured in any manner other than by enclosing such animal in a pen, corral or barn sufficient and adequate to restrain such livestock.

(b) It shall be unlawful for any person to keep or harbor any livestock within the city **unless the property is zoned Agriculture.** ~~in a pen or other enclosure situated at any point closer than 200 feet to any residence, excluding the residence of the person keeping or harboring the livestock.~~

(c) It shall be unlawful for any person to keep or harbor any livestock within the city in a pen or other enclosure which has less than **one acre** ~~600 square feet~~ of area for each livestock.

(Ord. No. 287-1, § 39, 2-1-2005)

Sec. 5-46. - Storage of feed.

All feed provided for animals, other than hay, shall be kept in an enclosed building or container except when being used to feed an animal.

(Ord. No. 287-1, § 40, 2-1-2005)

Sec. 5-47. - Other restrictions.

(a) *Hogs*. The keeping of hogs is prohibited.

(b) *Keeping of animals near city water supply*.

(1) The term "keeping" means the care and control of the livestock or fowl in question for a period of longer than five days.

(2) It is unlawful and constitutes an offense for any person, whether for himself or as the agent or servant of another or others, to keep or to participate in keeping any horse, hog, cattle, sheep, goat, other livestock and/or fowl in any pen or lot used to confine any such multiple animal operation within 500 feet of any water supply wells from which the city obtains its principal water supply as specified in the official Texas Administrative Code published under authority of the secretary of state, title 31, Natural Resources and Conservation § 290.41(c)(1)(C)(D)(F).

(c) *Keeping of animals and fowl restricted*. It is unlawful and constitutes a nuisance to keep any horse, cattle, sheep, goat, rabbit or other livestock, including fowl, at any place within the city, when the place where the same are kept is within 200 feet of any private residence or dwelling place or within 500 feet of any building or establishment open to the public, with the exception of park land, or if the animal or fowl in question is kept in a manner and under conditions wherein by reason of the odors emanating therefrom, the noise made by it or from any other case pertaining to it or pertaining to the manner or to the place at which it is kept is reasonably calculated to annoy, offend or disturb the reasonable sensibilities of inhabitant of a private residence, or persons occupying or visiting an establishment open to the public. The distance provisions do not apply to park land; however, other requirements of this section relating to the manner in which animals are kept shall apply to such park land.

(d) *Keeping of animals and fowl—Proof constitutes prima facie case*. Proof that one dozen or more of such fowl or animals as described in subsection (c) of this section, or any combination thereof, are being kept at any one time at a place within the city that is within 200 feet of the private residence of another, or within 500 feet of any building or establishment open to the public, shall be sufficient to make out a prima facie case, and unless such prima facie case is overcome by sufficient evidence, it shall warrant a conviction under the provisions of this section.

(e) *Same—Exceptions to distance restrictions.* The distance restrictions and livestock prohibitions of this chapter do not apply to property zoned as agricultural district A according to [chapter 53](#), pertaining to zoning. The distance restrictions of this chapter do not apply to property zoned as urban estate (UE) according to [chapter 53](#), pertaining to zoning, or to property properly zoned or used (as in continuing use) as veterinary clinics or facilities or established kennels that are for the purposes of care or boarding animals or existing shipping pens utilized for temporary holding before shipment or sale.

(f) *Dead animals and fowl.* It is unlawful for any person in the city to cause to be placed or place, or allow to remain in or near his premises or the premises of any other person, or in any of the streets or other public roadways, any dead animal, either wild or domesticated, or any dead fowl, either wild or domesticated.

(Ord. No. 287-1, § 41, 2-1-2005)

Sec. 5-48. - Animals held on complaint.

If a complaint has been filed in municipal court of the city against the owner of an impounded animal for a violation of this chapter, the animal may be held on the order of the municipal judge who may also direct the owner to pay any penalties for violation of this chapter in addition to all impoundment fees. Surrender of an animal by the owner thereof to the animal control officer does not relieve or render the owner immune from the decision of the court nor from the fees and fines which may result from a violation of this chapter.

(Ord. No. 287-1, § 42, 2-1-2005)

Sec. 5-49. - Removal of animals from confinement.

(a) *Removal prohibited.* It shall be unlawful for any person to remove or allow to escape from any place of confinement any dog or cat which has been confined or ordered to be confined by the city, without the consent of the animal control division.

(b) *Release prohibited of confined animals.* It shall be unlawful for any person to knowingly or intentionally enter upon the property of another person for which the person is not given specific permission to enter for the purpose of releasing a confined, chained or tethered animal.

(c) *Interfering with officers during impounding.* It shall be unlawful for any person to interfere or attempt to interfere with the animal control officer or to interfere or attempt to interfere with any person acting for the city in the taking up and impounding of animals in the city.

(Ord. No. 287-1, § 43, 2-1-2005)

Secs. 5-50—5-71. - Reserved.

ARTICLE III. - ANIMAL PROTECTION

[Sec. 5-72. - Animals in motor vehicles.](#)

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[Sec. 5-89. - Tampering with traps and equipment.](#)

[Secs. 5-90—5-106. - Reserved.](#)

Sec. 5-72. - Animals in motor vehicles.

(a) It shall be unlawful for any person to leave any animal in any standing or parked vehicle in such a way as to intentionally, knowingly, recklessly, or with criminal negligence endanger the animal's health, safety or welfare. An animal control officer or police officer is authorized to use reasonable force to remove the animal from the vehicle whenever it appears that the animal's health, safety or welfare is or will be endangered if the owner of the vehicle cannot be located after reasonable attempts. The animal shall be taken to the animal shelter or to a veterinarian if the animal is in distress. A written notice bearing the name of the officer removing the animal, a telephone number where he can be contacted and the location where the animal may be claimed by the owner shall be

attached to the vehicle. Any person violating this section shall bear the full cost and expense incurred by the city in the care, medical treatment, impoundment cost and disposal of the animal, including the removal from a vehicle in addition to any criminal penalty that may be imposed under this section.

(b) Instances where occupants of motor vehicles are involved in a traffic accident or other vehicle-related incidents which result in animals being left uncontrolled or unattended, animal control or police officers of the city are authorized to take welfare custody of such unattended animals. In the interest of the health, safety or welfare of such animals, officers are authorized to transport such animals to the city's kennel facility, a veterinarian, humane shelter, or an animal emergency clinic. Information shall be provided to the animal's owner as to the animal's disposition. Animal owners shall bear full cost and expense incurred by the city in the care, medical treatment, impoundment costs or other associated costs.

(Ord. No. 287-1, § 61, 2-1-2005)

Sec. 5-73. - Duty of motor vehicle operator to report accident involving animals.

(a) Any person who, as the operator of a motor vehicle within the city, strikes any animal shall report the accident to the police department within a reasonable time if the animal stricken is on or near the roadway so that it constitutes a potential traffic hazard. It shall be an affirmative defense to any violation under this section that the incident occurred while the operator was responding to an emergency and that the incident was reported as soon as possible.

(b) Any person who, as the operator of a motor vehicle, strikes a domestic animal shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency or the local humane society.

(Ord. No. 287-1, § 62, 2-1-2005)

Sec. 5-74. - Tethered animals.

~~It shall be unlawful for any person to tether, chain or fasten any animal in such a manner as to permit it to be upon any public sidewalk or street or to leave it unattended while tethered, chained or fastened on public property. It shall be unlawful to tether, chain or fasten an animal in such a manner as to cause it injury or pain or not permit it to reach shelter, food and water.~~

- a) It shall be unlawful for any person to tether, chain, or fasten any animal in such a manner as to permit it to be upon any public sidewalk or street or to leave it unattended while tethered, chained, or fastened on public property. It

shall be unlawful to tether, chain, or fasten an animal in such a manner as to cause it injury or pain or not permit it to reach shelter, shade, food, or water.

~~b) Except as provided in subsection (c), a person may not restrain a dog with a chain, leash, cord, tether, or similar restraint unless the person is holding the chain, leash, cord, tether, or restraint.~~

~~e) The prohibition of subsection (b) does not apply:~~

~~1. To a temporary restraint during a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity;~~

~~2. To a temporary restraint that is required to protect the safety or welfare of a person or the dog, if the dog's owner or handler remains with the dog throughout the period of restraint; or~~

~~3. To a dog that is restrained while quarantined by the owner, as defined by this Chapter, with the permission of and for the period of time authorized by the animal control officer.~~

b) A person restraining a dog with a chain, leash, cord, tether, or other restraint shall attach the chain, leash, cord, tether, or restraint to a properly fitting collar or harness worn by the dog. A person may not wrap a chain, leash, cord, tether, or similar restraint directly around the dog's neck. A person may not restrain a dog with a chain, leash, cord, tether, or similar restraint that weighs more than 1/18 of the dog's body weight, except as authorized for registered dangerous dogs. A chain, leash, cord, tether, or other restraint used to restrain a dog must, by design and placement, be unlikely to become entangled.

c) As a secondary means of restraint to a proper enclosure, an animal may be attached to a running cable line or trolley system providing that:

1. A running cable line or trolley system is set inside a proper fence so as to prevent any person or child from entering the area occupied by said animal;

2. Only one (1) dog may be attached to each running cable or trolley system;

3. Tethers and cables attaching the dog to the running cable line or trolley system must be made of a substance which cannot be

chewed by the animal and shall not weigh more than 1/18 of the dog's body weight of the animal tethered;

4. A running cable line or trolley system must have a swivel installed at each end and be attached to a stationary object that cannot be moved by the animal;
5. The running cable line or trolley system must be at least ten (10) feet in length and mounted at least four (4) feet and no more than seven (7) feet above ground level;
6. The length of the tether from the running cable line or trolley system to the animal's collar should allow access to the maximum available exercise area and allow the animal free access to food, water, shelter, and shade;
7. Be attached to a properly fitted harness or collar with enough room between the collar and the dog's throat through which two (2) fingers may fit. Choke collars and pinch collars are prohibited for the purpose of tethering an animal to a running cable line or trolley system;
8. Be tethered at sufficient distance from any other objects to prohibit the tangling of the cable, from extending over an object or an edge that could result in injury of strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal access to the fence;
9. Feces is removed from the tethered area on a daily basis; and
10. The dog shall not be allowed to remain tethered during a severe weather event. A severe weather event includes conditions in which: (a) the actual or effective outdoor temperature is below 32 degrees Fahrenheit; (b) a heat advisory has been issued by local or state authority or jurisdiction; or (c) a hurricane, tropical storm or tornado warning has been issued for the jurisdiction by the National Weather Service.

(Ord. No. 287-1, § 63, 2-1-2005)

Sec. 5-75. - Selling dyed animals. 

It shall be unlawful for any person to sell or offer for sale, raffle, offer or give as a prize, premium or an advertising device or cause to be displayed in any store, shop, carnival or other public place an animal or fowl of any kind that has been dyed or otherwise colored artificially.

(Ord. No. 287-1, § 64, 2-1-2005)

Sec. 5-76. - Giving animals as prizes or inducements.

(a) No person shall give away any live animal, reptile, fowl, livestock or wildlife as the following:

- (1) A prize for or as an inducement to enter any contest, game or other competition;
- (2) An inducement to enter a place of amusement; or
- (3) An incentive to enter into any business agreement whereby the offer is for the purpose of attracting trade.

This prohibition shall apply to carnivals, fairs and circuses.

(b) The prohibition contained in this section shall not apply to fish or to animals given as prizes at a rodeo contest or livestock show or as part of a Future Farmers of America, 4-H or similar project.

(Ord. No. 287-1, § 65, 2-1-2005)

Sec. 5-77. - Trapping and shooting.

(a) *General prohibition.* It shall be unlawful to set, trigger, activate or otherwise use, or cause to be set, triggered, activated or used, any steel-jawed, leghold trap or for any person, other than animal control officers, to set or otherwise use other trapping devices including "live traps" used for the capture of any animal. Consistent with the provisions herein, the animal control division is authorized to utilize humane "live traps" and may conduct trapping operations or provide or authorize such devices' use to property owners as may be needed throughout the city. This subsection is not intended to prohibit the prudent use of traps on one's own property to control rodents.

(b) *Hunting prohibited.* It shall be unlawful for any person to hunt, shoot, intentionally injure or kill any wild bird, animal, mammal or reptile within the corporate limits of the city. It shall be unlawful for any person to hunt, shoot or kill, within the city, any domestic bird, animal, mammal, reptile or pet that is not owned by such person. Except

this subsection shall not be construed or interpreted to prohibit the destruction of poisonous snakes or to prohibit the animal control division from utilizing certain firearms in emergency field conditions where such actions are provided for by law or policy.

(c) *Domestic animals.* It shall be unlawful for any person to shoot a domestic animal within the corporate limits of the city. It shall be a defense to prosecution that the domestic animal shot was a vicious animal and presenting an immediate threat to personal or public safety. Except this subsection shall not be construed or interpreted to prohibit the animal control division from utilizing certain firearms in emergency field conditions where such actions are provided for by law or policy.

(Ord. No. 287-1, § 66, 2-1-2005)

Sec. 5-78. - Molesting animals.

It shall be unlawful for any person to in any manner tease, annoy, disturb, molest or irritate an animal that is confined to the owner's premises.

(Ord. No. 287-1, § 67, 2-1-2005)

Sec. 5-79. - Pens and enclosure requirements.

(a) The owners of any animal shall maintain and keep all pens, coops, kennels, fenced areas and enclosures of any kind in a sanitary condition. This shall include the following:

(1) All animal wastes shall be disposed of promptly and all pens and enclosures shall be cleaned as needed to prevent odors, and not draw insects or other vermin or create a nuisance.

(2) The premises upon which animals are kept shall be clean and free from noxious and unpleasant odors.

(3) Some standard spray or other chemicals shall be used at reasonable intervals to keep the premises free of flies, mosquitoes, ticks, fleas and other vectors.

(b) Cages, pens or enclosures used to confine animals shall be of sufficient size to maintain all of the animals within such pen or enclosures comfortably and in good health.

(c) An outdoor enclosure used as the primary living area for a dog or used as an area for a dog to regularly eat, sleep, drink, and eliminate must have at least 150 square feet of space for each dog six months of age or older.

(Ord. No. 287-1, § 68, 2-1-2005)

Sec. 5-80. - Negligent care.

(a) It is unlawful for any person to fail, refuse or neglect to provide any animal in his charge or custody, as owner or otherwise, with proper food, water, shade, adequate shelter, veterinary care when needed to prevent suffering, grooming when lack thereof would adversely affect the health of the animal, and with humane care and treatment.

(b) To provide adequate shelter for a dog or cat kept outdoors, a person must provide a shelter accessible to the dog or cat meeting the following standards:

(1) The shelter must provide protection from the weather, i.e., sun, wind, precipitation (in whatever form), or other inclement weather conditions.

(2) If there are no artificial heat sources, the structure shall be small enough to allow the dog or cat to warm the interior of the structure and maintain its body heat, but large enough to permit normal postural adjustments, or standing.

(3) Plastic air shipping containers and/or pet carriers shall not be used as outdoor shelters.

~~(c) A written warning of violation requiring that the condition be corrected within a specified time period shall be issued to a person before any notice to appear at the municipal court may be issued or before a complaint may be filed with the municipal court.~~

(Ord. No. 287-1, § 69, 2-1-2005)

Sec. 5-81. - Animal in state of pain or suffering.

(a) If any animal without a license tag or other identifying marker is found in a state of pain and suffering or becomes so during confinement, the animal control division may dispose of the animal in any humane manner without complying with the three-day (72-hour) waiting period as set out herein.

(b) If the owner or keeper of an animal found in a state of pain or suffering refuses to assume responsibility to care for the animal, the animal control officer may dispose of the animal in a humane manner.

(Ord. No. 287-1, § 70, 2-1-2005)

Sec. 5-82. - Sale of animals in public place.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Public place means any place to which the public or a substantial group of the public has access. It shall include, but is not limited to, shops, stores and flea markets.

(b) Not in lieu of or withstanding any permit requirements imposed herein, if an animal is offered for sale in a public place within the city, the person offering the animal for sale, the owner of the animal, the manager of the property which is the public place on which the offer is being made, and the owner of the property which is the public place on which the offer is being made, shall be responsible for ensuring that the animal protections of this article are complied with in regard to the animal offered for sale in a public place during the time the animal is in the public place.

(c) If an animal offered for sale in a public place is kept within a cage or pen of any type, such cage or pen shall comply with the following requirements:

(1) The cage or pen must be large enough for the animal to stand on all of its legs and hold its head in a natural position and not be in a crouched position. The cage or pen must also have enough room for the animal to turn around or move without stepping on another animal, animal feces or food or water provided for the animal.

(2) The cage or pen must either have room for water and food or have water and food situated so that the animal has access to it through the cage.

(3) The cage or pen must be situated so that air may circulate through it, so that any animal kept within the cage or pen is not exposed to extreme heat. During cold or inclement weather, cages or pens should be situated so that animals contained therein may stay warm and stay dry.

(Ord. No. 287-1, § 71, 2-1-2005)

Sec. 5-83. - Animal fights and fighting paraphernalia.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Animal means a domesticated living creature and wild living creature previously captured, other than a dog.

Animal fighting equipment means any equipment used for training, handling, housing, feeding or transporting fighting animals. The term "animal fighting equipment" also includes animals being used, trained or bred for fighting or intended to be used, trained, or bred for fighting.

(b) It shall be unlawful for any person to intentionally, knowingly, recklessly, or with criminal negligence use, or allow or permit to be used, property that he owns or has control over for the purpose of conducting animal fights.

(c) It shall be unlawful for any person to possess animal fighting equipment within the city.

(Ord. No. 287-1, § 72, 2-1-2005)

Sec. 5-84. - Slaughtering of animals.

Animals may be slaughtered for human or animal consumption within the city, provided it is done at a location that is shielded from sensory perception of the general public, and provided it is done in a manner designed to cause the animal's death as quickly as possible without needless suffering.

(Ord. No. 287-1, § 73, 2-1-2005)

Sec. 5-85. - Use of poisonous substances.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Exterminator means an individual licensed by the state structural pest control board, unless he is exempt from such licensing.

(b) It shall be unlawful for any person to administer poison to an animal belonging to another without legal authority or the owner's effective consent. No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any domestic animal or person.

(c) It shall be unlawful for any person to recklessly or with criminal negligence injure another's animal by leaving a poisonous substance of any kind in any place within the city.

(d) The provisions of subsections (b) and (c) of this section shall not apply to an exterminator using poisons as part of a pest control program, nor shall it apply to persons using commercial insecticides and rodent baits used to control insects and wild rodents.

(Ord. No. 287-1, § 74, 2-1-2005)

Sec. 5-86. - Cruel treatment.

No person shall beat, cruelly ill treat, torment, mentally abuse, overload, overwork or otherwise abuse an animal or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.

(Ord. No. 287-1, § 75, 2-1-2005)

Sec. 5-87. - Abandonment.

No person shall abandon an animal in his custody.

(Ord. No. 287-1, § 76, 2-1-2005)

Sec. 5-88. - Creating a health hazard.

Any person who shall harbor or keep animals on his premises, or in or about a premises under his control, and who allows such premises to become a hazard to the general health and welfare of the community, or who shall allow such premises to give off obnoxious or offensive odors due, to the activity or presence of such animals, shall be guilty of a Class C misdemeanor.

(Ord. No. 287-1, § 77, 2-1-2005)

Sec. 5-89. - Tampering with traps and equipment.

No person shall remove, alter, damage or otherwise tamper with a trap or equipment belonging to or set out by the animal control officer.

(Ord. No. 287-1, § 78, 2-1-2005)

Secs. 5-90—5-106. - Reserved.

ARTICLE IV. - DANGEROUS ANIMALS [7]

[Sec. 5-107. - Purpose.](#)

[Sec. 5-108. - Dangerous animals.](#)

[Sec. 5-109. - Potentially dangerous animals.](#)

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[Sec. 5-111. - Nonregisterable dangerous dogs.](#)

[Sec. 5-112. - Determination of nonregisterable dangerous dog.](#)

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Sec. 5-107. - Purpose. 

It is the intention of this article to provide a means of dealing with an animal that is dangerous or, by its conduct, has indicated that it may represent a danger in the future. In interpreting the definitions contained in this article and in implementing its provisions, the animal control officer shall recognize the right of a person to use an animal as a protector or as a guard; however, the animal control officer shall also take into consideration the right of a neighborhood to be free from fear that an animal may leave the premises of its owner or keeper and attack and injure a person or other domestic animal. It is also the intention of this article to provide public safety regarding dangerous wild animals and other potentially dangerous nondomestic animals, as well as, providing avenues for permitting the safe exhibition of certain animals for public entertainment.

(Ord. No. 287-1, § 101, 2-1-2005)

Sec. 5-108. - Dangerous animals.

(a) A dangerous animal shall be defined as an animal which:

(1) Has inflicted injury on a human being without provocation on public or private property;

(2) Has killed or severely injured a domestic animal without provocation while off the owner's property;

(3) Is trained or harbored for fighting which may be determined based on whether the animal exhibits behavior and/or bears physical scars or injuries which indicate that the animal has been trained or used for the purpose of fighting;

(4) Is a warm-blooded mammal which is known to carry or be susceptible to the rabies virus and which can not be effectively vaccinated against that virus with any vaccine approved by the state department of health;

(5) Is a hybrid animal or any pet wildlife which has attacked a human or which is apprehended or observed unrestrained; or

(6) Is a venomous or carnivorous fish or reptile or any fish or reptile that grows over six feet in length.

(b) If an animal acts as stated in subsection (a) of this section, the animal control officer shall impound the animal immediately if it is at large; or, if it is in the possession of some person, the animal control officer may issue a notice requiring that the animal be taken to a designated location for impoundment. The form of such notice shall be provided for by policy. An animal which is impounded shall not be released until a final determination is made on the disposition of the animal.

(c) Notice shall be given to the owner that the animal control officer has determined that the animal is a dangerous animal. This notice shall also set out the remedial requirements which the owner must comply with. This notice shall be given to the owner by personal service or by certified mail, return receipt requested. The owner shall have five working days from receipt of the notice to file a letter with the chief of police stating that he shall comply with the remedial requirements as stated in the notice or that he disagrees with the determination that the animal is dangerous or the remedial requirements and that he

requests a hearing before the chief of police or designee. Such hearing shall be conducted as provided for in [section 5-42](#), pertaining to nuisance animals.

(d) If the owner of a dangerous animal cannot be determined after reasonable efforts to do so and after holding the animal for 72 hours, the animal may be disposed of in a humane manner. If the owner of a dangerous animal which has been impounded cannot be located for the delivery service of the notice required herein either in person or by mail, the animal may be disposed of in a humane manner after all reasonable effort has been made to locate such owner.

(e) If the animal's behavior creates a more dangerous situation even though the owner is complying with the remedial requirements, the chief of police or designee may again review the situation and prescribe additional or different remedial requirements.

(Ord. No. 287-1, § 102, 2-1-2005)

Sec. 5-109. - Potentially dangerous animals.

(a) If the animal control officer believes that an animal has exhibited behavior indicating that it represents a potential danger, the animal control officer may initiate an investigation to determine whether or not the animal is potentially dangerous.

(b) An animal may be defined as potentially dangerous if it has engaged in the following conduct:

(1) When unprovoked, chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack; or

(2) Has a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise threaten the safety of human beings or domestic animals.

(c) If upon investigation the animal control officer determines that the animal is indeed a potentially dangerous animal, remedial requirements may be prescribed subject to the same processes, including appeals, addressed under this chapter for dangerous animals.

(d) If an animal's behavior creates a more dangerous situation even though the owner is complying with the remedial requirements, the officer or chief, depending upon previous action, may again review the situation and prescribe additional or different remedial requirements.

(Ord. No. 287-1, § 103, 2-1-2005)

Sec. 5-110. - Exceptions.

(a) No animal may be declared dangerous or potentially dangerous if the threat, injury or damage was sustained by a person who at the time:

- (1) Was committing a willful trespass or other tort upon the premises occupied by the owner of the animal;
- (2) Was tormenting, abusing or assaulting the animal or has in the past been observed or reported to have tormented, abused or assaulted the animal and the animal was not at large at the time of the offense;
- (3) Was committing or attempting to commit a crime;
- (4) If the dog was protecting or defending a person while in that person's control from an unjustified attack or assault; or
- (5) If the dog was injured and responding to pain.

(b) The provisions of this article shall not apply to animals under the control of a governmental law enforcement, correctional, or military agency.

(c) The provisions of this article shall not apply to a dog whose conduct has brought it within the coverage of the V.T.C.A., Health and Safety Code ch. 822, to the extent that said chapter preempts local regulation of the dog's conduct.

(Ord. No. 287-1, § 104, 2-1-2005)

Sec. 5-111. - Nonregisterable dangerous dogs.

No person shall own or harbor a nonregisterable dangerous dog within the city. Such an animal may be impounded as a public nuisance. If impoundment of such nonregisterable dangerous dog is being attempted away from the premises of the owner and the impoundment cannot be made with safety, the animal may be destroyed without notice to the owner or harbinger. If an attempt is made to impound a nonregisterable dangerous dog from the premises of the owner or harbinger and the impoundment cannot be made with safety, the owner or harbinger will be given 24 hours' notice that if the animal is not surrendered to the animal control officer for impoundment within said 24-hour period, then the animal will be destroyed wherever it is found. After this notice, the nonregisterable dangerous dog may be destroyed during an attempt to impound, if impoundment cannot be made with safety, wherever the impoundment is attempted. Notice under this chapter may be verbal or in writing on a form provided for by policy. A

written notice left at the entrance to the premises where the nonregisterable dangerous dog is harbored will be considered valid notice under this chapter.

(Ord. No. 287-1, § 105, 2-1-2005)

Sec. 5-112. - Determination of nonregisterable dangerous dog.

A dog is determined to be a nonregisterable dangerous dog if:

(1) A dog is automatically determined to be nonregisterable if it commits acts as set forth under the definition of the term "nonregisterable dangerous dog" in [section 5-1](#)

(2) The animal control officer may find and determine a dog to be nonregisterable if:

a. Upon receipt of an affidavit of complaint signed by one or more individuals, made under oath before an individual authorized by law to take sworn statements or made at the animal shelter before the animal control officer, setting forth an act described in [section 5-1](#) and referenced in subsection (1) of this section, and setting forth the:

1. Nature and the date of the act described in [section 5-1](#)
2. The location of the event;
3. The name and address of the owner of the animal in question; and
4. The description of the animal in question;

b. The animal control officer investigates the complaint and may determine that an animal is nonregisterable under this section and/or state law;

(3) The dog has been registered as, or finally determined or declared to be, a dangerous dog, either in the city or in another city or county, or has made an unprovoked attack on another person outside the dog's enclosure, or causes injury to such person or a person assisting or intervening on behalf of such person; or

(4) The owner of a dog determined to be a registerable dangerous dog under this chapter, or any previous or other ordinance of this city or any other city or state

law, cannot or will not comply with the requirements set out in this chapter for the keeping of a registerable dangerous dog.

(Ord. No. 287-1, § 106, 2-1-2005)

Sec. 5-113. - Notification of determination of a nonregisterable dangerous dog.

(a) Within five working days of determining an animal is nonregisterable, the animal control officer will notify, by certified mail, return receipt requested, the person owning the animal of its designation as a nonregisterable animal. In the event that certified mail, return receipt requested, cannot be delivered, the animal control officer may then give notice by ordinary mail to the last known address of the owner. For the purposes of this section, written notice may be delivered by the animal control officer in person to the owner/harbinger of the dog in question.

(b) If the animal is determined to be nonregisterable under this chapter, the owner may appeal to the municipal court within 15 days of notification. Failure to appeal the determination of a nonregisterable dangerous dog shall result in the animal control officer's determination as becoming final.

(Ord. No. 287-1, § 107, 2-1-2005)

Sec. 5-114. - Status of dog pending appeal.

Pending any appeal to municipal court, the animal must be confined at the animal shelter or licensed veterinary facility, and the cost of such confinement shall be borne by the owner. If the dog in question is not in the possession of the animal shelter at the time of the declaration, the owner must surrender the dog to the animal control officer when ordered to do so. If the owner fails to immediately surrender the dog, the animal control officer shall take the dog into his possession from the premises of the owner or elsewhere, wherever the dog may be found within the city limits. If the dog cannot be taken into custody by the animal control officer, it may be taken into custody under a search warrant pursuant to Vernon's Ann. C.C.P. art. 18.01, the grounds for issuance shall conform to Vernon's Ann. C.C.P. art. 18.02 and shall be issued by the municipal judge.

(Ord. No. 287-1, § 108, 2-1-2005)

Sec. 5-115. - Defense to determination.

It is a defense to the determination that a dog as a nonregisterable dangerous dog, dangerous dog or should be destroyed and to the prosecution of the owner of that dog:

(1) 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 animal and was older than eight years of age at the time of the attack;

(2) If the person was testing, tormenting, abusing or assaulting the animal or has, in the past, been reported to have leased, tormented, abused or assaulted the animal and is older than eight years of age at the time of the attack;

(3) If the person was committing or attempting to commit a crime;

(4) If the dog was protecting or defending a person while in that person's control from an unjustified attack or assault; or

(5) If the dog was injured and responding to pain.

(Ord. No. 287-1, § 109, 2-1-2005)

Sec. 5-116. - Disposition of a nonregisterable dangerous dog.

(a) If the municipal court upholds the determination by the animal control officer, the court shall, subject to any rights of appeal, order the dog to be euthanized in a safe and humane manner.

(b) In the event the municipal court reverses that determination, the dog in question shall be returned to or released to its owner provided the owner reimburses the city for any veterinary medical treatment administered to the dog while in the custody of the animal control officer.

(Ord. No. 287-1, § 110, 2-1-2005)

Sec. 5-117. - Registerable dangerous dog.

This designation shall refer to a dog determined dangerous under this chapter and in compliance with state law and that meets any of the following criteria:

(1) Any dog which, when unprovoked, chases or approaches a person upon the streets, sidewalks or any public or private property in an apparent attitude of attack such that the person reasonably believes that the animal will cause physical injury to the person;

(2) Any dog that commits an unprovoked act in a place other than an enclosure in which the dog was being kept and which enclosure was reasonably certain to prevent the dog from leaving the enclosure on its own and the act causes a person to reasonably believe that the dog will attack and cause bodily injury to any person; or

(3) Any animal that has killed or seriously injured a domestic animal without provocation while off the owner's property.

(Ord. No. 287-1, § 111, 2-1-2005)

Sec. 5-118. - Determination of a registerable dangerous dog.

A dog is determined to be a registerable dangerous dog if it meets the requirements set out in [section 5-117](#), and:

- (1) The owner of the dog in question knows of such an attack as defined in this chapter; or
- (2) The owner is notified by the animal control officer that the dog in question is a registerable dangerous dog. The animal control officer may find and determine a dog to be a registerable dangerous dog if:

- a. Upon receipt of an affidavit of complaint signed by one or more individuals made under oath before an individual authorized by law to take sworn statements, setting forth an act described in [section 5-117](#) and set forth as follows:

1. Nature and the date of the act described in [section 5-117](#)
2. The location of the event;
3. The name and address of the owner of the animal in question; and
4. The description of the animal in question.

- b. The animal control officer has been notified by another agency that the dog has been determined to be dangerous under state law.

(Ord. No. 287-1, § 112, 2-1-2005)

Sec. 5-119. - Notification of declaration of registered dangerous dog.

(a) Within five working days of determining a dog to be a registered dangerous dog, if written notification cannot be given personally to the owner of the dog, the animal control officer will notify, by certified mail, return receipt requested, the person owning the animal of its designation as a registerable dangerous dog. In the event that certified mail, return receipt requested, can not be delivered, the animal control officer may then give notice by ordinary mail.

(b) If the dog is determined to be registerable under this chapter, the notice shall inform the owner of the dog that he may appeal the determination to municipal court no later than 15 days after the date the owner is notified of the determination. Failure to appeal the determination of registerable dangerous dog within the 15-day period shall result in the animal control officer's determination becoming final.

(c) Upon determination by the animal control officer, that the dog is dangerous, the owners shall be required to secure the animal immediately within an enclosure that meets the requirements of this chapter. If the owner fails to do so, the animal control officer shall impound the dog until such enclosure is provided.

(d) The animal control officer shall immediately notify, in writing, adjacent and contiguous property owners of such determination.

(Ord. No. 287-1, § 113, 2-1-2005)

Sec. 5-120. - Status of dog on appeal.

Pending the outcome of the appeal, the animal must be confined at a licensed veterinary clinic or at the animal shelter, the cost of which shall be borne by the owner of the dog in question. If the dog in question is not in the possession of the animal shelter or a veterinary clinic at the time of the determination, the owner must surrender the dog to the animal control officer when ordered to do so. If the owner fails to immediately surrender the dog, the animal control officer shall have the right to take the dog into its possession from the premises of the owner or elsewhere, wherever the dog may be found within the city limits. If the dog cannot be taken into custody by the animal control officer, it may be taken into custody under a search warrant for contraband issued by the municipal judge.

(Ord. No. 287-1, § 114, 2-1-2005)

Sec. 5-121. - Defense to determination of registerable dangerous dog.

The defenses identified in [section 5-115](#) shall serve as defenses to the determination of a dog as a registerable dangerous dog and to the prosecution of the owner of that dog.

(Ord. No. 287-1, § 115, 2-1-2005)

Sec. 5-122. - Disposition of a registerable dangerous dog.

(a) If the municipal court upholds the determination by the animal control officer, the owner shall, no later than ten days after the hearing, comply with the provisions of this

chapter for the keeping of a registered dangerous dog in the city and the dog shall be returned to the owner provided all costs involved in the impoundment, holding and medical treatment of the dog are paid.

(b) In the event the municipal court reverses that determination, the dog in question shall be returned to or released to its owner provided the owner has paid all veterinary medical costs administered to such dog while in the custody of the animal control officer.

(c) The municipal court may order make any reasonable orders for the dog consistent with this chapter and V.T.C.A., Health and Safety Code ch. 822.

(d) If the animal control officer has information or belief, or has determined that a court of competent jurisdiction has ever made or upheld a determination or declaration that a dog is dangerous, or if the animal control officer has determined that a declaration or determination of dangerous dog became final for failure to appeal or any other reason, under previous or other ordinances of this city or other cities or state law, the animal control officer shall notify the person owning or keeping such dog in writing that the owner shall no later than ten days after the date of the notice comply with the provisions of this title for the keeping of a registered dangerous dog in the city.

(Ord. No. 287-1, § 116, 2-1-2005)

Sec. 5-123. - Requirements for registration and possession of registered dangerous dog.

The owner must register the dog with the animal control officer, and pay the fees as required by state law not later than 30 days after the owner is notified that the dog is dangerous. The registration shall not be transferable and shall expire one year from date of issuance. The animal control officer shall provide to the owner of the registered dangerous dog a tag which must be placed on the dog's collar and worn at all times.

- (1) The owner must comply with the following to register the dog:
 - a. Present proof of liability insurance or financial responsibility in the amount of at least ~~\$100,000.00~~ **\$250,000** to cover damages resulting from an attack by the dangerous dog;
 - b. Present proof of current rabies vaccination of the registerable dangerous dog;
 - c. Present proof that the dog has been altered so as to prevent reproduction **and proof of the dog having a microchip implanted;**

d. Provide a proper enclosure as defined in this chapter and that proper enclosure must be inspected and approved by the animal control officer;

e. Post a sign on his 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. In addition, the owner shall conspicuously display a sign with a symbol warning, understandable by small children, of the presence of a dangerous dog; and

f. Further identification may be required and designated by the order of the city.

(2) When the registered dangerous dog is taken outside the approved proper enclosure, the animal 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 a person or other animal, and the dog must be restrained by a substantial chain or cable leash having a minimum tensile strength of 1,000 pounds and not to exceed six feet in length.

(3) Prior to selling or moving the registered dangerous dog either inside or outside the city limits, the owner must notify the animal control officer of his intentions. In the event the dog is moved permanently outside the city limits, the owner must comply with state law in notifying the animal control division in control of the area into which the dog has been moved.

(4) Anyone bringing a dog into the city limits that has been declared dangerous by another animal control authority must notify the animal control officer of the new address where the dog will be kept and upon presentation of the dog's prior registration tag that has not expired shall pay a fee set by the city council, and the animal control officer shall issue a new tag to be placed on the dog's collar. This owner must also comply with all requirements set out in this chapter.

(Ord. No. 287-1, § 117, 2-1-2005)

Sec. 5-124. - Attack by registered dangerous dog.

The owner of a dangerous dog shall notify the animal control officer of any attacks the dog makes on people or animals.

(Ord. No. 287-1, § 118, 2-1-2005)

Sec. 5-125. - Appeal from municipal court.

Any appeal of the decision or order of the municipal court of this city shall be made within ten days in the same manner as appeal from civil cases originating in the justice of the peace courts of this state. The municipal court shall order the appellant to post a supersedeas bond payable to the city in an amount not less than \$10,000.00. The form of the bond shall be as prescribed in the laws pertaining to civil appeals originating in the justice of the peace courts in this state. The appellant shall be responsible for the cost of appeal.

(Ord. No. 287-1, § 119, 2-1-2005)

Sec. 5-126. - Defense to prosecution for violation of registered dangerous dog.

It is a defense to prosecution that the person possessing a dangerous dog is:

- (1) A veterinarian, peace officer, or an employee of the city, and the harboring of the dog was in the performance of his duties;
- (2) An employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses dog for law enforcement or corrections purposes; or
- (3) A dog trainer or an employee of a guard dog company, while in the performance of his duties, under the Private Investigators and Private Security Agencies Act.

(Ord. No. 287-1, § 120, 2-1-2005)

Sec. 5-127. - Penalties for violation of this article relating to dangerous dog.

- (a) It shall be a violation of this article if the person is the owner of a registered dangerous dog and the dog makes an unprovoked attack on another person outside the dog's proper enclosure and causes bodily injury to the other person whether or not the dog was on a leash and securely muzzled or whether or not the dog escaped without fault of the owner.
- (b) It shall be a violation of this article if the person is the owner of a registered dangerous dog and that dog kills or wounds a domestic animal while outside the dog's proper enclosure whether or not the dog was on a leash and securely muzzled or whether or not the dog escaped without fault of the owner.
- (c) It shall be a violation of this article if the person is the owner of a registered dangerous dog and that dog attacks a person who gains access to the proper enclosure due to negligence on the part of the owner or the owner's agent. This negligence shall include

a failure to comply with the notification of ownership of a dangerous dog through posting of warning signs in accordance with this article.

(d) In addition to criminal prosecution, a person who commits an offense under this article is liable for a civil penalty not to exceed \$10,000.00. The city attorney may file suit in a court of competent jurisdiction to collect the penalty. Penalties collected under this subsection shall be retained by the city.

(Ord. No. 287-1, § 121, 2-1-2005)

Sec. 5-128. - Exhibitions of certain animals prohibited.

No person shall keep, or permit to be kept, on his premises any wild or dangerous animal for display or for exhibition purposes, whether gratuitously or for a fee. This section shall not be construed so as to apply to a zoo or circus, as defined in [section 5-1](#).

(Ord. No. 287-1, § 122, 2-1-2005)

Sec. 5-129. - Prohibited animals.

No person may possess a prohibited animal within the city limits. Such prohibited animals shall include, but are not limited to, all animals prohibited by the state or federal law and shall include, but are not limited to, the following animals or any hybrid of these animals or such other class of animals as may be determined to be dangerous by animal control officer or any other dangerous animal which may be added in the future to the list as a high risk animal in the Texas Rabies Control Act, as amended:

(1) Class mammalian.

- a. Family Canidae (such as wolves, coyotes, ~~and fox,~~ **and hybrids**) except domesticated dogs ~~and hybrids involving same~~;
- b. Family Mustelidae (such as weasels, martins, fishers, skunks, wolverines, mink and badgers) except ferrets;
- c. Family Procyonidae (such as raccoons);
- d. Family Ursidae (such as bears); and
- e. Order Chiroptera (such as bats).

(2) Poisonous reptiles, cobras and their allies (Elapidae, Hydrophiidae); vipers and their allies (Crotalidae, Viperidae); Boonslang and Kirtland's tree snakes; Gila

monsters (Helodermatidae); and crocodiles, alligators and their allies (order Loricata) and **constrictors**. ~~nonvenomous reptiles over six feet in length.~~

- (2) ~~Brown recluse (Loxosceles) and black widow (Lactrodectus) spiders.~~ **Any venomous spiders.**

(Ord. No. 287-1, § 123, 2-1-2005)

Sec. 5-130. - Dangerous wild and other nondomestic animals—Prohibited.

(a) The animals specified in this section as dangerous wild animals shall be deemed as contraband and no person may possess any individual species and/or subspecies of the following dangerous wild animals:

- (1) Order Carnivora, family felidae (such as lions, tigers, jaguars, leopards and cougars, ocelot, lynx, bob cat, cheetahs, jaguars);
- (2) Hyenas;
- (3) Bears;
- (4) Lesser pandas;
- (5) Ferrets from natural habitats;
- (6) Order Primata (such as monkeys, chimpanzees, apes).

(b) No person may possess any individual species of the following animals:

- (1) Antelope;
- (2) Binturong;
- (3) Miniature pigs;
- (4) Elephants;
- (5) Vietnamese pot belly pigs; or
- (6) Such other nondomestic species of animal not common to this area.

(Ord. No. 287-1, § 124, 2-1-2005)

Sec. 5-131. - Same—Certificate of registration; issuance of permit to operate circus or zoo.

(a) Notwithstanding the provisions of sections [5-128](#) through [5-130](#), special certificates of registration of dangerous wild animals and other nondomestic animals noted in such sections may be issued in conjunction with the issuance process of permitting circus or nonaccredited zoo operations within the city. The issuance of such permits shall provide an exception to said sections and classify such animals as restricted and subject to the terms set out in the application and agreement processes provided herein. The application for certificate and permit shall be made to the animal control authority on a form provided for by department policy. Such form shall contain a formal agreement between the city and the applicant relating to routine permitting criteria and specifically, general business practices as these relate to the type of permit required (circus or zoo), hours of operation, and covenants to observe approved safety and escape prevention procedures. Approved permits and related certificates of registration shall be issued under the authority of the chief of police. Applications shall be investigated for reputation for historical compliance with similar laws in this jurisdiction and others, and the applicant shall provide the following information and documentation:

- (1) A health certificate from a licensed veterinarian stating that the animal is free from symptoms of infectious disease or is under treatment. A new health certificate is required each time the permit is renewed. A copy will remain with the animal control officer;
- (2) Copies of applicable state or federal permits or licenses as required by either of those entities for the keeping of the particular animal in question. These copies will be retained by the animal control officer;
- (3) Information relating to the owner including emergency telephone numbers and telephone numbers for their veterinarian in case of emergencies;
- (4) Present proof of liability insurance or financial responsibility in the amount of ~~\$100,000.00~~ **\$250,000** to cover the damages resulting from an escape and/or attack by any one individual animal listed in sections [5-129](#) and [5-130](#) to be registered and permitted;
- (5) Agreement to allow reasonable access for inspection by animal officer; and
- (6) Enter into an agreement with the city that safety and escape prevention be maintained on a 24-hour basis, the failure of which shall be grounds for permit

revocation and documentation of compliance with all other applicable city ordinances, including, but not limited to, building, planning and zoning.

The negligent escape of any animal subject to permitting under this article shall be prima facie evidence of a breach of the safety and escape prevention covenants required herein. Failure to provide required information or documentation, or an unsatisfactory investigative finding shall be grounds for denial of permit. An appeal of denial of permit shall be made in writing within ten days of the notice of denial to the city manager. The city manager may review the issues leading to the denial or conduct an administrative hearing, and decide the issue, in either, the decision of the city manager is final.

(b) Before a certificate and permit is issued the animal control officer shall inspect the facility where the animals is/are to be kept, which must meet the following criteria:

- (1) Each enclosure must provide adequate exercise area and sleeping quarters;
- (2) Proper temperature control and ventilation for the particular species must be provided in both areas;
- (3) Each enclosure must be kept locked and designed so that no one can enter or place appendages in the enclosure;
- (4) Each enclosure must be constructed so as to prevent the animal from escaping;
- (5) Each enclosure must be kept in good repair to prevent both escape and injury to the animal;
- (6) Each enclosure must have a water container which is secured so as to prevent its being overturned; and
- (7) Each enclosure must be cleaned daily.

(c) Animal control officer may, when deemed necessary, employ the services of a licensed veterinarian to assist in this application process and applicant shall be responsible for the reasonable costs associated with such service in addition to any permit fees required under this chapter.

(d) Each animal must be provided with continuous clean water and must be fed a diet approved by a licensed veterinarian.

(e) Any animal which has bitten or scratched someone must be immediately surrendered to the animal control officer for euthanasia and testing by the state department of health. A live test approved by the state department of health may be substituted for euthanasia.

(f) Fee for circus/zoo registration and permit shall be according to the schedule established in appendix A to this Code, and the permit shall expire one year from date of issuance and shall not be transferable. Major modifications or additions to such facilities' animal containment areas shall require a reinspection and/or repermitting of the circus or zoo. In such instances, original application fee shall be collected.

(Ord. No. 287-1, § 125, 2-1-2005)

Sec. 5-132. - Violation of sections 5-128—5-131 relating to various prohibited animals.

(a) It shall be a violation of this article if a person keeps or permits to be kept on his premises any wild or dangerous animal for display or exhibition purposes and each day of noncompliance shall constitute a separate offense.

(b) It shall be a violation of this article if a person possesses an animal prohibited under [section 5-129](#) and each day of violation shall constitute a separate offense.

(c) It shall be a violation of this article if a person possesses an animal prohibited under [section 5-130](#) and each day of violation shall constitute a separate offense. In addition to any criminal penalty, if a person possesses an animal classified in [section 5-130](#) as a dangerous wild animal in violation of this article, that person is liable for a civil penalty of not less than \$200.00 and not more than \$2,000.00 for each dangerous wild animal in violation and for each day the violation continues. The city attorney may bring suit to collect said penalty and costs allowed by statute and such penalty shall be retained by the city.

(d) It shall be a violation of this article to operate a circus or zoo without a valid permit issued pursuant to this article and each day of operation shall constitute a separate offense. In addition to any criminal penalty, if the circus or zoo at the time of the violation is in possession of any dangerous wild animal, the liability for the civil penalty detailed in subsection (c) of this section, may be imposed for each dangerous wild animal possessed.

(Ord. No. 287-1, § 126, 2-1-2005)

Sec. 5-133. - Nonapplicability.

(a) This article does not apply to:

- (1) Zoological parks accredited by the American Association of Zoological Parks and Aquariums;
- (2) Federally licensed research institutions;
- (3) Any government agency or its employee who uses the animals for an agency related to education, propagation, or behavior program;
- (4) Anyone holding a valid rehabilitation permit from the state parks and wildlife department but only for animals which are in rehabilitation and scheduled to be released to the wild;
- (5) A research facility as defined by Animal Welfare Act (7 USC 2132) and licensed by the U.S. Secretary of Agriculture;
- (6) A dangerous wild animal in the custody and control of a circus company or other similar entity not based in this city and the animal is in transit;
- (7) An animal subject to this article in the temporary custody and control of a television or motion picture production company during production activities;
- (8) Any federal, state, or local governmental entity acting in official capacity and engaging in zoological activities.

(b) This chapter does not apply to an animal that is an FFA or 4-H project and that is and remains in good standing and on an official list of such authorized projects filed with the city by the authorized sponsor of such FFA or 4-H program; provided that such exemption shall be withdrawn upon the sponsor of the applicable FFA or 4-H program notifying the mayor that such animal is not being maintained and cared for in compliance with the standards of such FFA or 4-H program, or is, otherwise, no longer an authorized FFA or 4-H project.

(Ord. No. 287-1, § 127, 2-1-2005)

Sec. 5-134. - Guard dogs.

(a) All dogs which are trained by a certified professional and kept solely for the protection of persons and property, residential, commercial or personal, shall obtain a permit from the animal control officer. The fee for this permit shall be according to the schedule established in appendix A to this Code. The area or premises in which such dog is confined shall be conspicuously posted with warning signs bearing letters not less than two inches high, stating "Guard Dog On Premises."

(b) The area of premises shall be subject to inspection by the animal control officer to determine that the animal in question is maintained and secured at all times in such a manner so as to prevent its coming in contact with the public.

(c) This section does not apply to dogs used by federal, state, county, or municipal law enforcement agencies or correctional institutions.

(Ord. No. 287-1, § 128, 2-1-2005)

Secs. 5-135—5-151. - Reserved.

ARTICLE V. - IMPOUNDMENT

[Sec. 5-152. - Generally.](#)

[Sec. 5-153. - Tampering with animal shelter or impoundment vehicle.](#)

[Sec. 5-154. - Redemption of impounded animal.](#)

[Sec. 5-155. - Disposition of dogs and cats.](#)

[Sec. 5-156. - Adoption of animals.](#)

[Sec. 5-157. - Estray and other livestock.](#)

[Sec. 5-158. - Impoundment of estray and livestock.](#)

[Sec. 5-159. - Advertisement of impounded estray and livestock.](#)

[Sec. 5-160. - Recovery by owner.](#)

[Sec. 5-161. - Sale of estray and livestock.](#)

[Sec. 5-162. - Recovery by owner of sale proceeds.](#)

[Sec. 5-163. - Use of estray and livestock.](#)

[Sec. 5-164. - Death or escape of estray and livestock.](#)

[Secs. 5-165—5-181. - Reserved.](#)

Sec. 5-152. - Generally.

(a) Animals owned or harbored in violation of this chapter or law of the state or those safekeeping or humane situations provided herein this article, shall be taken into custody by an animal control officer or other designated official and impounded under the chapter.

(b) Owners of impounded pets are required to pay all fees related to the impoundment as set **by the cities impound facility.** ~~in appendix A to this Code.~~

(Ord. No. 287-1, § 141, 2-1-2005)

Sec. 5-153. - Tampering with animal shelter or impoundment vehicle.

It shall be unlawful for any person in the city without proper authority to break into, open, pull down the enclosure of or make any opening into the animal shelter or any enclosure belonging to or used by the city to impound or keep animals. It shall also be unlawful for any person to turn out or release, or cause to be turned out or released, or aid or abet the turning out or release of any animal from the animal shelter, from an impoundment vehicle or from any enclosure used by the city for the impoundment of animals.

(Ord. No. 287-1, § 142, 2-1-2005)

Sec. 5-154. - Redemption of impounded animal.

(a) Except as may be provided elsewhere in this chapter, the owner of any animal impounded in accordance with this chapter may reclaim, on any workday, such animal upon showing satisfactory proof of ownership and paying all impoundment fees and any other expenses incurred by the city or its agent in keeping the animal or attempting to locate the owner of the animal. If the owner does not pay such fees, or some alternate fee satisfaction as provided for in [section 5-9](#), the animal may be sold or otherwise disposed of by the city or its agent.

(b) If a dog or cat has been impounded on ~~one two~~ prior occasions, the dog or cat must be spayed or neutered before being released to the owner if impounded on a ~~second third~~ occasion. **The dog or cat must also have a microchip implanted at the shelter if the owner can not show proof of the animal having been previously microchipped. The fee for the microchip is to be paid by the owner to the shelter.** The owner of the dog or cat will be responsible for arranging for the spay or neuter surgery. The dog or cat will be transported to the veterinarian by an animal control officer or an employee or agent of the animal shelter. The cost to spay or neuter the dog or cat shall be paid by the owner, along with the impoundment fees, either to the animal shelter or to the veterinarian in advance of transporting the animal for the surgery. After the surgery is performed, the veterinarian may release the dog or cat to the owner.

(Ord. No. 287-1, § 143, 2-1-2005)

Sec. 5-155. - Disposition of dogs and cats.

(a) *With no identification.* All dogs and cats impounded by the animal control officer or brought to the animal shelter by a person other than the harbinger or owner of that animal

shall be held for a minimum of 72 hours during which time period the owner may present proof of ownership at the shelter. After paying all applicable fees, that owner may reclaim the dog/cat. In the event that the dog/cat is not claimed after 72 hours in the shelter, the dog/cat shall become the property of the city.

(b) *With identification.* Unless earlier claimed by the owner, all dogs and cats impounded by the animal control officer, or brought to the animal shelter by a person other than the harbinger or owner of that animal, that are wearing traceable identification, or where an owner is known, shall be held in the shelter for a minimum of ~~five~~ **seven** complete days from the time the animal enters the facility, during which time the animal control officer will notify the owner, when known, of the impoundment. Unless the owner has notified the animal control officer in writing of his intentions to claim the dog/cat after that date, listing a date by which time that owner will reclaim the dog/cat and satisfy all applicable fees and this arrangement has been approved by the animal control supervisor, the animal shall become the property of the city on the ~~sixth~~ **eight** day.

(c) *Surrendered by the owner/harbinger.* All animals surrendered by the owner/harbinger to the animal control officer shall become the property of the city immediately upon completion of the owner/harbinger surrender form.

(d) *Animals other than dogs, cats or estrays impounded.* All animals other than dogs, cats, estrays or animals holding current restricted animal permits that are impounded by the animal control officer or brought to the animal shelter by a person other than the owner/harbinger shall become the property of the city unless such ownership is prohibited by state or federal law.

(e) *Disposition.* Any animal that cannot be adopted or transferred to a proper and appropriate agency shall be euthanized by an injection of substances approved for euthanasia by the American Veterinary Medical Association and/or the state veterinary medical association to be administered in compliance with policy and the laws of the state. All animals listed as endangered or protected shall be transferred to the proper authority at the earliest possible date.

(Ord. No. 287-1, § 144, 2-1-2005)

Sec. 5-156. - Adoption of animals. **Reserved**

~~(a) All animals which are adopted from the animal shelter shall be surgically altered to prevent reproduction in that animal. If the animal has not been altered before it leaves the animal shelter, the person adopting the animal shall sign an adoption contract stating that he will have the animal surgically altered and the date by which the surgery must be performed (generally dogs and cats should be altered after reaching six months of age).~~

~~(b) It shall be the responsibility of the person adopting to provide proof of altering to the animal control officer.~~

~~(c) Failure to comply with this section or failure to comply with the terms of the adoption contract shall give the animal control officer the right to recover the adopted animal in question and revoke the owner's adoption contract. Such failure shall also constitute a violation of this chapter.~~

~~(d) The adoption fee shall be set herein at \$75.00 and may be increased or decreased as needed by policy, to render and keep neutral the cost of surgically altering, medicating, vaccinating and preparing the animal for adoption. In lieu of such adoption fees, an agreement may be reached with approved veterinarians for direct payments of surgery and associated costs. The person adopting the animal shall be provided a list of fees related to the adoption prior to the agreement being signed.~~

~~(e) This section's requirements of altering and adoption fee shall not apply where cooperative agreements between the animal control division and an animal welfare group are made for the placement with such groups of animals subject to adoption. Likewise, this section's requirements shall not apply to animal transfers made under cooperative agreements between the animal control division and other governmental entities.~~

(Ord. No. 287-1, § 145, 2-1-2005)

Sec. 5-157. - Estray and other livestock.

(a) It is unlawful for any owner or person in control of any horse, mule, jack, jenny, cattle, hog, goat or sheep (estrays) to permit any such animal to run at large on land not his own or under his control, or on any street, alley or other public place in the city.

(b) It is unlawful for the owner or person in control of any chicken or other fowl to permit the same to run at large on any land not his own or under his control, or on any street, alley or other public place in the city.

(c) It is unlawful and constitutes a nuisance for the owner or any person in charge or control of any pigeons in the city, or the owner or any person in charge or control of any out building or barn in the city upon which pigeons nest, to allow such pigeons to run or fly at large in the city.

(Ord. No. 287-1, § 146, 2-1-2005)

Sec. 5-158. - Impoundment of estray and livestock.

The animal control authority, upon receipt of a report or upon discovery of an estray within the city, shall as soon as possible notify the sheriff of the county and report the presence of the animal and the location where the animal can be found. If circumstances permit, the animal control officer shall refer the matter in its entirety to the sheriff. If circumstances do not permit or the sheriff seeks the assistance of the animal control authority, the animal control officer may cause the impoundment of any and all estray and other livestock that may be found in and upon any street, alley or upon any unenclosed lot in the city, or otherwise to be found at large, and to confine such estray or other livestock for safe keeping. Upon impounding, the animal control officer shall prepare a file to be located in the animal control division offices. Each entry shall include the following:

- (1) The name and address of the person who notified the animal control officer of the estray or other livestock;
- (2) The date, time and location of the estray or other livestock when found;
- (3) The location of the estray or other livestock until disposition; and
- (4) A description of the animal including its breed, color, sex, age, size, all markings of any kind and other identifying characteristics.

(Ord. No. 287-1, § 147, 2-1-2005)

Sec. 5-159. - Advertisement of impounded estray and livestock.

When an estray or other livestock has been impounded by the animal control authority, the animal control officer shall make a diligent search of the register of recorded brands in the county for the owner of the estray or other livestock. If the search does not reveal the owner, the animal control officer shall advertise the impoundment of the estray in a newspaper of general circulation in the county at least twice during the next 15 days following impoundment and post a notice of the impoundment of the estray or other livestock on the public notice board of city hall.

(Ord. No. 287-1, § 148, 2-1-2005)

Sec. 5-160. - Recovery by owner.

The owner of an estray or other livestock may recover possession of the animal at any time before the animal is sold under the terms of this chapter if:

- (1) The owner has provided the animal control officer with an affidavit of ownership of the estray or other livestock containing at least the following information:

- a. The name and address of the owner;
- b. The date the owner discovered that the animal was missing;
- c. The property from which the animal strayed;
- d. A description of the animal including its breed, color, sex, size, all markings of any kind and any other identifying characteristics;

(2) The animal control officer has approved the affidavit; and

(3) The owner has paid all handling fees to those entitled to receive them.

(Ord. No. 287-1, § 149, 2-1-2005)

Sec. 5-161. - Sale of estray and livestock. 

(a) If the ownership of an estray or other livestock is not determined within 14 days following the final advertisement required by this chapter, ownership of the estray or other livestock rests with the city and the animal control officer shall then cause the estray or other livestock to be sold at a public auction. If there are not any bidders, ownership is forfeited to the city.

(b) Title shall be deemed vested in the animal control officer for purposes of passing a good title, free and clear of all claims to the purchaser at the sale. The disposition of the proceeds derived from the sale at public auction will be as follows:

(1) Pay all handling fees to those entitled to receive them;

(2) Execute a report of sale of impounded stock;

(3) The net proceeds remaining from the sale of the estray or other livestock after the handling fees have been paid shall be delivered by the animal control officer to the city secretary. Such net proceeds shall be subject to claim by the original owner of the estray or other livestock as provided herein;

(4) If the bids are too low, the animal control officer shall have the right to refuse all bids and arrange for another public auction or sealed bidding procedure.

(Ord. No. 287-1, § 150, 2-1-2005)

Sec. 5-162. - Recovery by owner of sale proceeds. 

(a) Within 12 months after the sale of an estray or other livestock under the provisions of this chapter the original owner of the estray may recover the net proceeds of the sale that were delivered to the city secretary, if:

(1) The owner has provided the animal control officer with an affidavit of ownership; and

(2) The animal control officer has accepted the affidavit of ownership.

(b) After the expiration of 12 months from the sale of an estray or other livestock as provided by this chapter, the sale proceeds shall escheat to the city. If an animal was forfeited to the city due to no bidders at auction, then the city is not to be liable to the owner for any proceeds of sale, since no proceeds were received.

(Ord. No. 287-1, § 151, 2-1-2005)

Sec. 5-163. - Use of estray and livestock.

During the period of time an estray or other livestock is held by one who impounded the estray or other livestock, it may not be used by any person for any purpose.

(Ord. No. 287-1, § 152, 2-1-2005)

Sec. 5-164. - Death or escape of estray and livestock.

If the estray or other livestock dies or escapes while held by the person who impounded it, the person shall report the death or escape to the animal control officer. The report shall be filed in the record regarding the impoundment.

(Ord. No. 287-1, § 153, 2-1-2005)

Secs. 5-165—5-181. - Reserved.

ARTICLE VI. - RABIES CONTROL [8]

[Sec. 5-182. - Vaccinations.](#)

[Sec. 5-183. - Vaccination of impounded animals.](#)

[Sec. 5-184. - Proof of vaccination; dismissal; fine.](#)

[Sec. 5-185. - License required.](#)

[Sec. 5-186. - Revocation of license, notice of hearing and appeals.](#)

[Sec. 5-187. - Counterfeiting; destruction of tags, certificates.](#)

[Sec. 5-188. - Reporting rabid animals or rabies exposure.](#)

[Sec. 5-189. - Animal bites and scratch reports; submission to quarantine.](#)

[Sec. 5-190. - Contents of required reports.](#)

[Sec. 5-191. - Quarantine and release.](#)

[Sec. 5-192. - Submission of head for rabies diagnosis.](#)

[Sec. 5-193. - Cost of quarantine or rabies diagnosis.](#)

[Sec. 5-194. - Enforcement.](#)

[Secs. 5-195—5-211. - Reserved.](#)

Sec. 5-182. - Vaccinations. 

(a) All dogs or cats four months of age or older within the city shall be vaccinated against rabies. Such vaccinations shall be repeated at the intervals prescribed by rule of the state department of health, or its successor.

(b) A veterinarian who vaccinates a dog or cat against rabies shall issue to the owner of such dog or cat a vaccination certificate on a form approved by the state department of health. The veterinarian shall also issue a metal tag with the veterinarian's address and the year of the vaccination stamped thereon. Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat as evidence thereof, a certificate of vaccination. The veterinarian shall retain a duplicate copy of the certificate and one copy shall be filed with the owner. Such certificate shall contain the following information:

- (1) The name, address and telephone number of the owner of the vaccinated dog or cat;
- (2) The date of vaccination;
- (3) The type of rabies vaccine used;
- (4) The year and number of the rabies tag; and
- (5) The breed, age, color and sex of the vaccinated dog or cat.

(c) Concurrent with the issuance and delivery of the certificate of vaccination, the owner of the dog or cat shall cause to be attached to the collar or harness of the vaccinated animal a metal tag, serially numbered to correspond with the vaccination certificate number and bearing the year of issuance.

(d) It shall be unlawful for any person within the city to own, keep, possess, harbor or allow to remain upon premises under his control any dog or cat which has not been vaccinated as required herein. Any person establishing residence within the city shall comply with this article within ten days of establishing such residency.

(Ord. No. 287-1, § 161, 2-1-2005)

Sec. 5-183. - Vaccination of impounded animals.

(a) After impoundment, all animals which are required to be vaccinated by this article which are redeemed by an owner from the animal shelter must be vaccinated against rabies in accordance with the requirements of this article, or the owner thereof must present a veterinarian's certificate showing a current vaccination.

(b) In order for an animal not vaccinated in accordance with the requirements of this article to be released, such owner must sign a statement giving the name of the owner and the address where the animal is to be immediately taken and confined and stating that the owner will have the animal vaccinated in accordance with the requirements of this article. Within seven days of the release of the animal, a certificate of vaccination shall be presented to the animal **control officer**. shelter. Failure to present the vaccination certificate to the animal **control officer** shelter within the stated time shall be grounds for the immediate return of the animal to the animal shelter, and such animal may be destroyed immediately or otherwise disposed of. Such failure shall also constitute a misdemeanor punishable as set out in [section 5-2](#), except that the minimum fine shall be \$200.00.

(Ord. No. 287-1, § 162, 2-1-2005)

Sec. 5-184. - Proof of vaccination; dismissal; fine.

The failure of a dog or cat to wear a vaccination tag on a collar shall be prima facie evidence of the failure to vaccinate the animal as required by this article. To prove that a dog or cat was vaccinated at the time of the offense, the owner of the dog or cat must present a copy of the vaccination certificate issued by the veterinarian that shows the date the vaccination was administered. The offense shall be dismissed upon verification that the animal alleged in the offense was vaccinated on the date of the offense with the payment of an administrative fee.

(Ord. No. 287-1, § 163, 2-1-2005)

Sec. 5-185. - License required.

(a) *License issuance.* All animals four months of age or older which are kept, harbored or maintained within the corporate limits of the city shall be licensed. Licenses shall be provided by the animal control officer or his agent upon payment of the required fee for each animal. Before a city license will be issued for a cat or dog, the owner must present a **current** certificate from a licensed veterinarian showing that such cat or dog has been vaccinated for rabies ~~within the preceding three years~~. The owner shall state his name and address, and the breed, color and sex of the animal to be licensed. Such license shall be valid for **one** ~~three~~ years from date of issuance. Any owner previously found to be a habitual offender and having previously had their licensed revoked under [section 5-186](#) may be deemed not eligible for current licensure. Appeals of such ineligibility shall be those procedures set out under [section 5-186](#) for revocations.

(b) *Tag and collar.* Upon payment of the license fee, where applicable, the city shall issue to the owner a license certificate and metal tag having stamped thereon the number corresponding with the number of the certificate. Such tag shall at all times be securely attached to a collar or harness around the neck of the animal. In case a tag is lost, a duplicate will be issued by the animal control officer or his agent upon presentation of the receipt showing the payment of license fee for the calendar year. Tags shall not be transferable from one animal to another, and no refunds shall be made.

(c) *Livestock.* All livestock shall be tagged or tattooed and the tag or tattoo will be the identifying tag required to be worn and will be shown on the license.

(Ord. No. 287-1, § 164, 2-1-2005)

Sec. 5-186. - Revocation of license, notice of hearing and appeals.

(a) The chief of police may revoke any license after a hearing where an affirmative finding on any one or more of the following fact issues:

- (1) That impoundment of the animal by the city more than two times during a 12-month period has occurred;
- (3) That more than two final convictions of a person for violating this chapter when such convictions relate to the animal being considered for revocation of its license certificate have been entered into the official court docket;
- (4) Any combination of subsections (a)(1) and (2) of this section, totaling three incidents; or

(4) Upon a determination that the animal is a nonregisterable dangerous animal, as defined in [section 5-112](#)

(b) Notice of revocation hearing setting the hearing date no sooner than ten days from the service or certified mailing shall be served in person to the owner or such notice deemed served when made by certified letter, return receipt requested, and addressed to the last known mailing address of the animal's owner and deposited in the U.S. mail.

(c) Upon revoking the license of any animal, the animal control officer shall notify the owner of the animal of such action in writing. Written notification shall be deemed made when a certified letter, return receipt requested, addressed to the last known mailing address of the animal's owner and deposited in the U.S. mail.

(d) Upon the expiration of ten days after written notification of revocation is deposited in the U.S. mail, as provided in subsection (c) of this section, no animal which has had its license revoked shall be kept, maintained or harbored within the city limits and each 24-hour period shall constitute a separate violation.

(e) Upon revocation of a license, owner of animal with revoked license shall notify the animal control officer of the location to which the animal is being removed.

(f) Appeals of revocation hearing findings must be filed with the city manager within ten days of receiving notice of the action. Such notices shall be written without want of form but must include the statement "notice of appeal of decision of the chief of police in revocation hearing," contain a statement of the reasons for the appeal, and signed by the animal owner making the appeal. The city manager or designee shall hear the appeal. At the hearing the formal rules of evidence do not apply. The hearing officer shall make his decision on the basis of preponderance of the evidence presented. The hearing officer may affirm, reverse, or modify the action of the chief, however a decision must be rendered within 60 days after the appeal. The decision of the hearing officer is final.

(Ord. No. 287-1, § 165, 2-1-2005)

Sec. 5-187. - Counterfeiting; destruction of tags, certificates. 

It shall be unlawful for any person to intentionally or knowingly:

(1) Counterfeit a rabies vaccination tag or certificate or a license.

(2) Destroy a rabies vaccination tag or certificate.

(Ord. No. 287-1, § 166, 2-1-2005)

Sec. 5-188. - Reporting rabid animals or rabies exposure.

- (a) It shall be the duty of all animal owners, veterinarians, physicians or any other person to report to the animal control officer all cases of rabies with which he comes in contact or to which his attention has been directed. This report shall be made immediately upon diagnosis or suspicion of a case of rabies.
- (b) Any person having knowledge of an animal bite or scratch to an individual or to another animal by an animal which the person suspects is rabid shall report that incident to the animal control officer within 24 hours.
- (b) Every physician or other medical practitioner who treats a person for any animal bite/scratch that occurred within the city shall within 12 hours report such treatment to the animal control officer giving the name, age, sex and precise location of the bitten/scratched person and such other information as the officer or agency may require.
- (d) Any veterinarian who clinically diagnoses rabies or any person who suspects rabies in a dog, cat or other domestic or wild animal shall immediately report the incident to the animal control officer stating precisely where such animal may be found.
- (e) If a known suspected rabid animal bites or scratches a domestic animal, such incident shall also be reported immediately to the animal control officer.

(Ord. No. 287-1, § 167, 2-1-2005)

Sec. 5-189. - Animal bites and scratch reports; submission to quarantine.

- (a) *Report of victim.* Any person who is bitten or scratched by an animal shall report that fact to the animal control officer within 24 hours. If the person bitten or scratched is a minor under the age of 17 years, the parent or guardian of such minor, if he has knowledge of the incident, shall report that fact to the animal control officer within 24 hours.
- (b) *Report of owner.* A person who owns, keeps, harbors or allows an animal to remain on premises under his control and who has knowledge of a bite shall report to the animal control officer within 24 hours any incident where such animal bit or scratched any person.
- (c) *Custody.* The animal committing the act shall be submitted to the animal control officer for quarantine. When the local rabies control authority goes to the premises where the animal that bit or scratched any person is being kept, the animal control officer may

take immediate custody of the animal. Where suitable arrangements are made, the local rabies control authority may permit the animal to be transferred to another location for the remainder of the quarantine period. This duty to submit the animal to quarantine shall apply to any person who owns, keeps, harbors, has possession of or allows an animal to remain on premises under his control. If convicted of violating this section, a minimum fine of \$100.00 shall be imposed by the municipal court.

(d) *Observation.* Any owned dog or cat having bitten or scratched a person shall be observed for a period of ten days from the date of the bite. The procedure and place of observation shall be designated by the investigating officer or responsible agency in compliance with state law. If the dog or cat is not confined on the owner's premises for owner's quarantine, confinement shall be by impoundment in the animal shelter, or at a veterinary hospital of the owner's choice. Such confinement shall be at the owner's expense.

(e) *Strays.* Stray dogs and cats, or those animals whose owners cannot be located shall be confined in the animal shelter for a period of 96 hours and if unclaimed may be destroyed and the brain of such animal immediately submitted to a qualified laboratory for rabies examination at the victim's expense.

(f) *Surrender of animal.* The owner of any dog or cat that has been reported to have inflicted a bite on any person shall on demand produce the dog or cat for impoundment, as prescribed in this chapter.

(g) *Home quarantine.* Home quarantine may be allowed only in those incidents where permitted by state law and agreed to by the animal control officer. Refusal to produce such dog or cat constitutes a violation of this section, and each day of such refusal shall constitute a separate and individual violation.

(h) *Wild, exotic or dangerous animals.* Any wild, exotic or dangerous animal that is considered high risk by state law or regulation and which has bitten or scratched a person shall be caught and humanely killed and the brain submitted for rabies examination. Those wild animals which are classified as low risk animals shall be handled as dictated by state law.

(Ord. No. 287-1, § 168, 2-1-2005)

Sec. 5-190. - Contents of required reports.

When an individual is placed under a duty to report an incident in which an animal has bitten or scratched some person or some animal or to report an animal known

or suspected to be rabid, that report to the animal control officer shall include, if the person making the report knows, the following information:

- (1) The location where the bite or scratch occurred.
- (2) The location where the animal which committed the act or which is known or suspected to have rabies or have been exposed to rabies can be located.
- (3) The name and address of any person who was bitten or scratched.
- (4) The name and address of the person who owns, keeps, harbors or has control over the premises where the animal committing the act normally can be found.
- (5) The names and addresses of the persons who own, keep or harbor any other animal exposed to rabies can be found.

(Ord. No. 287-1, § 169, 2-1-2005)

Sec. 5-191. - Quarantine and release.

- (a) When an animal is required to be placed in quarantine, the animal shall be submitted for quarantine at the animal shelter. Only with the prior approval of the local rabies control authority may be animal be held in quarantine at any other location.
- (b) Any animal quarantined shall be held for a period of ten days from the date of the bite. The animal shall not be released from quarantine until such release has been approved by the local rabies control authority.
- (c) Upon release of an animal from quarantine, if the ownership of the animal is known, such owner has **5 days** ~~48 hours~~ to claim the animal. If the ownership of the animal is unknown, the animal may be disposed of as provided herein this article without waiting for an additional 72 hours.

(Ord. No. 287-1, § 170, 2-1-2005)

Sec. 5-192. - Submission of head for rabies diagnosis.

- (a) If the animal biting or scratching a person is a wild animal, the animal shall be humanely destroyed in such a manner that the brain is not mutilated. The head shall then be submitted to a laboratory certified by the state department of health for rabies diagnosis.
- (b) If an animal being quarantined becomes ill, it may be humanely destroyed in such a manner that the head is not mutilated. The head shall then be submitted to a laboratory

certified by the state department of health for rabies diagnosis. The head of each animal dying while in quarantine shall also be submitted for rabies diagnosis.

(Ord. No. 287-1, § 171, 2-1-2005)

Sec. 5-193. - Cost of quarantine or rabies diagnosis.

(a) If, at the end of the required quarantine period, a quarantined animal is found to be free of rabies, the local rabies control authority shall order the release of the animal to the owner if the rabies vaccination provisions of this article have been complied with and any impoundment fees have been paid by such owner.

(b) If a head is submitted to the state department of health for rabies diagnosis, the cost of removing the head and shipping it shall be paid by the owner of the animal.

(c) The local rabies control authority may order that all impoundment fees for the quarantine be paid by the person bitten or scratched if:

- (1) The animal has a rabies vaccination certificate;
- (2) The animal was on property under the control of the animal's owner when the bite or scratch occurred; and
- (3) The bite or scratch occurred when the animal was acting to defend its owner or the property, or after provocation.

If the animal is a wild animal, the local rabies control authority may order that all fees be paid by the person who was bitten or scratched.

(Ord. No. 287-1, § 172, 2-1-2005)

Sec. 5-194. - Enforcement.

For the purposes of discharging the duties imposed by this article and to enforce its provisions, any peace officer or animal control officer is empowered to enter upon any premises upon which an animal is kept or harbored and to demand the exhibition by the owner of such animal or the license for such animal in accordance with the provisions of this article, to include random citywide canvassing and checks for compliance with the article. The owner of any animal is required to produce the license and vaccination information for each animal in his ownership upon demand by an animal control officer or peace officer.

(Ord. No. 287-1, § 173, 2-1-2005)

Secs. 5-195—5-211. - Reserved.

ARTICLE VII. - COMMERCIAL ANIMAL ENTERPRISES AND MULTIPLE ANIMAL OWNERSHIP

[Sec. 5-212. - Permit required.](#)

[Sec. 5-213. - Permit duration and fee; revocation.](#)

[Sec. 5-214. - Facility requirements for permits to board, house or otherwise keep animals.](#)

[Sec. 5-215. - Revocation or suspension of commercial animal enterprise or multi-pet ownership permits.](#)

[Secs. 5-216—5-238. - Reserved.](#)

Sec. 5-212. - Permit required.

(a) Permits shall be required for all commercial animal enterprises and multi-animal owners. Commercial animal enterprises shall include but not be limited to enterprises such as kennels, **breeders**, pet shops, riding stables, animal auctions, performing animal exhibition, animal training services, grooming shops, petting zoos, aviaries or any similar entrepreneurial relationships regarding animals. Five or more animals maintained on any one lot shall be considered a multi-animal owner. No person shall maintain, harbor or care for more than five animals of any species without having obtained a multi-animal owner permit, excluding fish.

(b) All such permits shall be considered commercial except multi-animal owner. Multi-animal owner permits shall be considered as relative only to private multiple animal ownership, with no relationship to any commercial animal enterprise. **All multi-animal owners shall be required to spay or neuter all dogs and cats greater than 6 months of age. Each dog must have a minimum of 150 square feet per dog six months of age or older in its outdoor enclosure or fence.** Multiple animal ownership permits shall not be required for residences with common household pets having "litters" which remain at such residences for a period of time not exceeding three months.

(Ord. No. 287-1, § 181, 2-1-2005)

Sec. 5-213. - Permit duration and fee; revocation.

(a) Permits shall be valid for one year from date of issuance. The permit fee shall be according to the schedule established in appendix A to this Code.

(b) The animal control officer upon an inspection finding inconsistent with the permit requirements of this article, may file an application with the municipal judge to revoke any permit issued under this article. In addition to conducting a full revocation hearing, the municipal judge may temporarily suspend any permit pending a full hearing if such immediate action is determined reasonably necessary to protect the public health or the safety of any animal.

(Ord. No. 287-1, § 182, 2-1-2005)

Sec. 5-214. - Facility requirements for permits to board, house or otherwise keep animals.

Upon inspection of the premises by the animal control officer, the permit shall be issued if the following conditions are met:

- (1) The facility must be adequate for the number and type of animals to be kept.
 - a. The facility must be of sufficient size as to allow animals to move about freely. This shall apply to each animal kept. The size of facility shall be in proportion to the size of the individual animal's height and weight.
 - b. Adequate food and water must be provided so that each and all animals kept shall be maintained in good health and free of malnutrition and/or dehydration.
 - c. The premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects and flies that could be harmful to the animal's health and/or to the health of the general public.
- (2) The animals and the facility must be kept free of odor or stench which is offensive to a person of ordinary sensibilities.
- (3) The animals must be maintained in a manner which does not pose a danger to the health of the animals themselves or to adjacent animals.
- (4) The animals must not cause noise which is offensive or disturbing to a person of ordinary sensibilities on adjoining, adjacent or neighboring premises.
- (5) The applicant or holder of the permit shall not have been issued citations for violation of this chapter on two separate occasions, or animals covered by or to be covered by the permit have not been impounded on two separate occasions.

(6) The chief of police shall adopt standard operational procedures for the animal control division consistent with this article in providing guidelines and standards for the inspection of such facilities for permitting and for the periodic monitoring of such facilities.

Such permitted facilities may be randomly inspected for compliance with the basic requirements stated herein at any reasonable time for multiple animal owner permitted residence or during regular business hours for commercial animal enterprise permitted facility. Refusal to allow such inspections shall be grounds for permit revocation.

(Ord. No. 287-1, § 183, 2-1-2005)

Sec. 5-215. - Revocation or suspension of commercial animal enterprise or multi-pet ownership permits.

Any commercial animal enterprise or multi-pet owner permit may be revoked if the owner's facility is found to be in violation of this chapter, any zoning law, health law or any other applicable ordinance of the city or of the state, or the facility is maintained in such a manner as to be detrimental to the health, safety or peace of mind of persons residing in the immediate vicinity.

(Ord. No. 287-1, § 184, 2-1-2005)

Secs. 5-216—5-238. - Reserved.

ARTICLE VIII. - FEES AND CHARGES

[Sec. 5-239. - Assessed.](#)

Sec. 5-239. - Assessed.

(a) *Management cost.* There is hereby fixed and assessed fees to defray the cost of managing an animal control program and for the protection of the public health, against the owner or keeper of every animal kept in the city; at such time that fee adjustments may be required to maintain a neutral at cost relationship which fees are in Appendix A of this Code and such fees may be amended by ordinance of the city council.

(b) *Expenses of animal.* In addition to other fees, the owner shall also pay for any veterinarian or drug fees incurred for the animals while in the custody of the animal control officer or animal shelter.

(Ord. No. 287-1, app. A, 2-1-2005)

Section 3. Amendment Of Conflicting Ordinances. Chapter 5 of the Code is hereby amended as provided herein and all ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Savings Clause. All rights and remedies of the City of Kyle are expressly saved as to any and all violations of the provisions of any ordinances affecting animals within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity 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 of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading this ____ day of _____, 2012.

FINALLY PASSED AND APPROVED on this the ____ day of _____, 2012.

ATTEST:

THE CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor



CITY OF KYLE, TEXAS

No Parking Signs at Kyle Public Library

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ACCORDING TO CHAPTER 47, ARTICLE III OF THE CITY OF KYLE CODE OF ORDINANCES TO PROHIBIT PARKING ALONG SCOTT STREET BETWEEN NORTH MEYER STREET AND WEST 2nd (SECOND) STREET; PROVIDING A MAXIMUM PENALTY OF \$500.00; PROVIDING OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; PROVIDING FOR RELATED MATTERS ~ *Steven Widacki, P.E., City Engineer*

Other Information: Requested by Ms. Connie Brooks (Library Director), and several citizens for creation of a “No Parking Zone” (zone), and placement of NO PARKING signs from N. Meyer St. to W. 2nd St.

Background: The City Library facility is located on the west side of Scott St. between the limits mentioned in the proposed ordinance.

City Staff have visited the site, along with Library staff and police officers, on several occasions regarding the conditions that exist, particularly during special events and even peak use periods. Vehicles parked in this reach during these periods can typically block the flow of traffic, effectively limiting traffic flow to a single lane. This causes an unsafe condition w/ patrons attempting to cross Scott Street with very limited sight distance for vehicles.

City Staff support this request as well as the Library Board.

(Attachments – Google Earth aerial image of site; email fr. Sgt. Honeycutt, Kyle Police Dept., and; email fr. C. Brooks RE. John Lawrence complaint)

Staff and police recommend approval of subject ordinance, particularly as a safety concern.

Budget Information: Fifteen (15) traffic signs will need to be erected in the vicinity of the Library.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [📎 Email_C. Brooks RE. J. Lawrence complaint_2012_06_21](#)
 - [📎 Email_Sgt. Honeycutt_2012_07_23](#)
 - [📎 GEI Library NPZ Limits](#)
 - [📎 NO PARKING ZONE Library Scott St DRAFT](#)
-

Connie Brooks cbrooks@cityofkyle.com Jun 21

to Lanny, James, me, Jeff, Jerry, johnlawrence26

Hello, Mr. Lambert,

John Lawrence, a neighbor of the library, came to visit me today. He wanted to express his deep concern about the parking along Scott St. (not the designated parking spaces) that sometimes occurs, especially when there is a popular program. He is afraid that someone may be injured because of children dashing across the street and the impaired site lines and visibility caused by such parking.

He would like someone, such as the City Engineer, to analyze the situation to propose the best solution. However, he thinks that "no parking" signs on the curbs along Scott St. between Allen and W. Meyer might be a good solution. He also proposed getting volunteers during popular programs who could walk up and down the street advising people not to park along the street.

Mr. Lawrence's contact information is:

John Lawrence

800 W. 3rd St.

268-0184

johnlawrence26@rocketmail.com

Thank you for your consideration of this matter,

Connie

--

Connie Brooks

Director, Kyle Public Library

550 Scott St.

P.O. Box 2349

Kyle, TX 78640

[512-268-7411](tel:512-268-7411)

fax: [512-268-0021](tel:512-268-0021)

www.kylelibrary.com

Connie Brooks cbrooks@cityofkyle.com Jul 26

to Lanny, GRACE, me, HARPER, JAMES, Jerry

Great description and analysis. My kudos to Officer Honeycutt.

It should be noted that the parking in front of the library IS intended to be a loading zone. It is designated as 15-minute parking, but people don't seem to notice the signs.

Thank you, Connie

On Tue, Jul 24, 2012 at 8:33 AM, Lanny Lambert <l.lambert@cityofkyle.com> wrote:

Grace, in the Friday letter, thanks, Ian

----- Forwarded message -----

From: Jeff Barnett <jbarnett@cityofkyle.com>

Date: Mon, Jul 23, 2012 at 11:45 AM

Subject: Fwd: Library Parking

To: Lanny Lambert <l.lambert@cityofkyle.com>, Jerry Hendrix <jhendrix@cityofkyle.com>, James Earp <jrearp@cityofkyle.com>

An email from SGT. Honeycutt. He assisted with the parking issues related to the library last week. FYI Only.

----- Forwarded message -----

From: Larry Honeycutt <lhoneycutt@cityofkyle.com>

Date: Mon, Jul 23, 2012 at 10:41 AM

Subject: Library Parking

To: Jeff Barnett <jbarnett@cityofkyle.com>

Chief Barnett,

In reference to the Library parking issue on Thursday, July 19, 2012:

I observed vehicles parked on both sides of the roadways along Scott Street and West Allen Street. The driving hazard of being unable to view the roadways, with vehicles parked along both curbs on Scott Street (West of Meyers Street.) With parking on both sides of Scott Street, West of Meyers Street, the traffic lane is narrowed to a single lane. This creates another traffic hazard of being met by another vehicle traveling from the opposite direction ... which forces one of the vehicles to stop and back against the normal flow of traffic and makes it difficult for that driver to monitor library foot traffic.

I also observed vehicles parked in front of the gate and surrounding corners of the fenced city property between W. Allen Street and Scott Street. With vehicles parked in this position, drivers view upon pulling to the stop sign on W. Allen Street is / would be obstructed.

There were vehicles parked along the curb on the west side of Scott Street, in front of the library, just to the south of the cut, in the "pick up" parking area, which creates a hazard for pedestrians and vehicular traffic as well. I would suggest the curb in this area be painted along with a sign posting "No Parking."

I observed vehicles parked on the east curb, to the south, from the intersection of W. Allen and Scott Street, to be a parking hazard as well. This area extends from in front of the library at W. Allen Street to First Street.

I observed if No Parking signs were posted on the east side of Scott Street, it would lessen the possibilities of a child being ran over or a motor vehicle accident and would also help prevent obstructions for drivers on the roadways.

Would it be possible for the library to have a designated "drop off and pick up" parking area like the schools have? (Maybe in front of the library in the "cut out" parking area for a special event.) This would be a safer way to operate, especially in the cases where a large number of children or elderly citizens are involved. This may also help with everyone wanting a parking spot at the front door of the library.

Also, I was informed there were several local residents taking photographs of the library parking situation. I suspect those citizens will be contacting their local government representatives to complain on this issue.

Thank you,

Larry Honeycutt
Sergeant
Kyle Police Department
300 W. Center Street
Kyle, TX 78640
[512.268.3232](tel:512.268.3232)
[512.268.0859](tel:512.268.0859)
[512.268.2330](tel:512.268.2330) Fax

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Jeff Barnett

Jeff Barnett
Chief of Police
Kyle Police Department
Office: [\(512\)-268-0859](tel:(512)268-0859)
Fax: [\(512\)-268-2330](tel:(512)268-2330)
<http://www.cityofkyle.com/police>

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[512-268-7411](tel:512-268-7411)
fax: [512-268-0021](tel:512-268-0021)
www.kylelibrary.com

LIBRARY

NO PARKING ZONE

NO PARKING ZONE

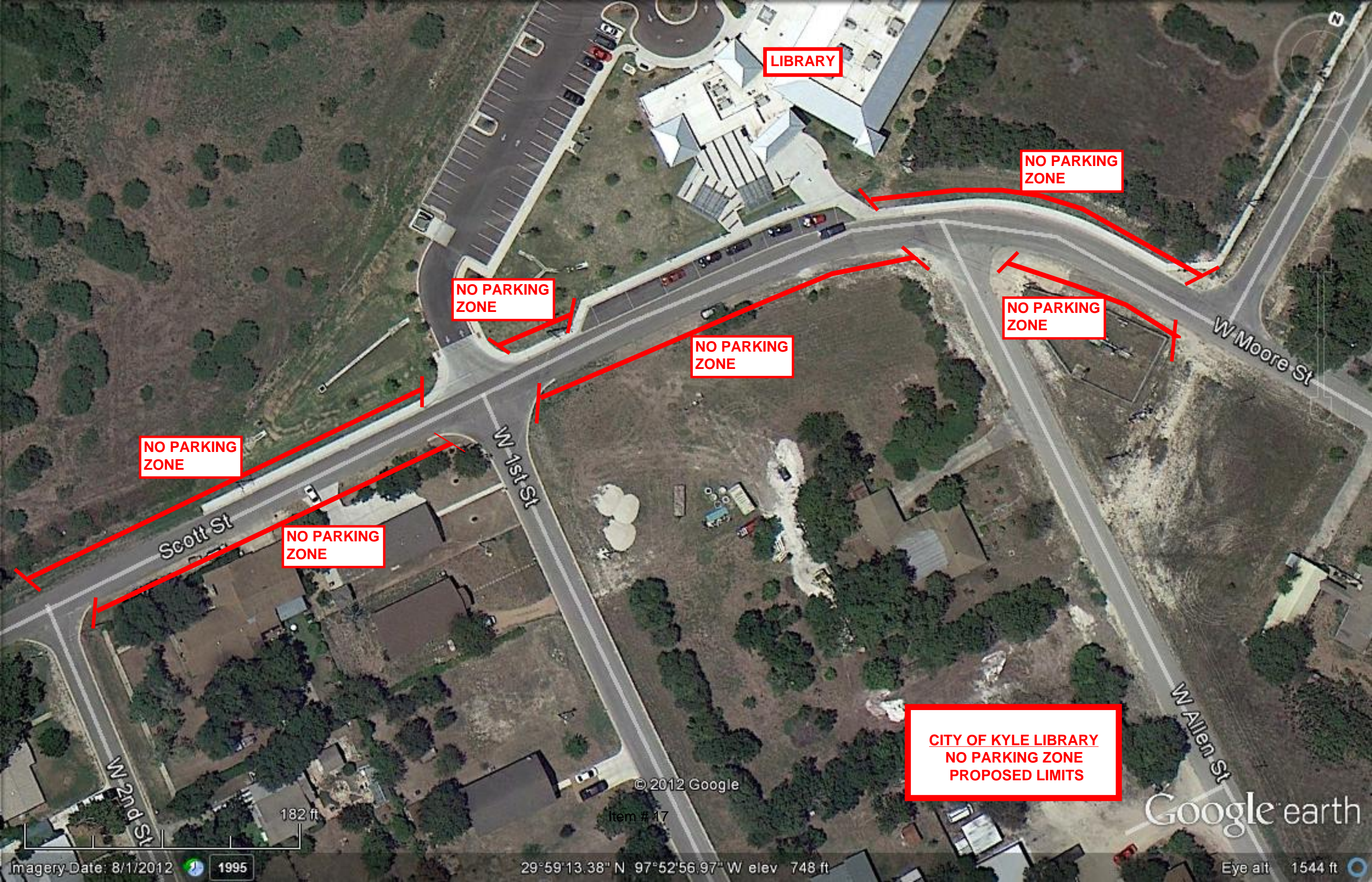
NO PARKING ZONE

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NO PARKING ZONE

NO PARKING ZONE

CITY OF KYLE LIBRARY
NO PARKING ZONE
PROPOSED LIMITS



ORDINANCE NO _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ACCORDING TO CHAPTER 47, ARTICLE III OF THE CITY OF KYLE CODE OF ORDINANCES TO PROHIBIT PARKING ALONG SCOTT STREET BETWEEN NORTH MEYER STREET AND WEST 2nd (SECOND) STREET; PROVIDING A MAXIMUM PENALTY OF \$500.00; PROVIDING OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle, Texas, as a home rule municipality, (the “City”), constructed improvements to Scott Street from North Meyer Street to West 2nd Street.

Whereas, the parking of vehicles within the limits described above prohibits the free flow of traffic in the vicinity of the City Library and is detrimental to the safety of pedestrians, particularly, school age children, and other persons travelling along Scott Street.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Parking Prohibitions.

- a) Scott Street: It shall be unlawful for any person to stop, stand, or park any portion of a vehicle within the segment between North Meyer Street and West 2nd Street with the exception of designated parking spaces directly in front of the library.
- b) Exceptions: The following vehicles are exempt from the terms of this section while engaged in the listed activity:
 - 1) Emergency vehicles (as defined by state law) responding to or from, or at the scene of, an emergency call;
 - 2) Vehicles being used to provide any municipal service such as the installation, repair or maintenance of any public street, asset or property, collection of garbage, grounds keeping, etc; and
 - 3) Vehicles being used to install, repair or maintain any public service or utility such as telephone, electricity, cable television, gas, and water or sewer line.
- c) Towing and Removal. Any vehicle, any portion of which shall be or remain standing or parked within the segment between North Meyer Street and West 2nd Street, with the exception of designated parking spaces directly in front of the library, in violation of this Section, the owner or driver of which vehicle has been given previous notice or citation for parking such vehicle in violation of this Section, may be removed by or upon an order by a police officer. The owner of

such vehicle shall be responsible for the payment of any fees incurred for he towing and/or storage of said vehicle.

- d) Prima Facie Evidence. In any prosecution charging a violation of this Section governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of this ordinance, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

Section 4. Signage. The City Manager is authorized and directed to cause signs giving notice of the prohibitions of this ordinance to be posted along this segment of Scott Street.

Section 5. Enforcement. The Chief of Police and members of the Police Department, both regular and reserve officers, are empowered to enforce this ordinance.

Section 6. Penalties. Any person convicted of violating any provision of this ordinance shall be guilty of a misdemeanor and shall be subject to a fine in an amount not to exceed Five Hundred dollars (\$500.00), and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. Proof of a culpable mental state shall not be required to establish a violation of this ordinance.

Section 7. Open Meetings. That is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

Section 8. Effective Date. This ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code and the City Charter.

PASSED AND APPROVED this _____ day of _____, 2012.

ATTEST

CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor



CITY OF KYLE, TEXAS

GBRA Change in Debt Service Funding

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation:

Consideration and Possible Action regarding Amendment #3 to the Water Supply Agreement and Supplemental Agreement between the Guadalupe-Blanco River Authority and the City of Kyle; Approval of the Contract would allow for refunding of certain debt related to the IH35 transmission line and resulting in approximately \$30,000 savings due to lower interest rate ~ *Jason Biemer, Utility Coordinator, Public Works*

Other Information:

The proposed amendment to the debt service agreement with the Guadalupe-Blanco River Authority would result in a 4-6 percent savings to participants of the IH35 system in the form of a reduced monthly bill. This percentage ranges in potential savings of \$24,835.35 to \$37,253.03 annually, contingent on the actual percentage of rebate.

Also, this updated contract reflects numerous items which have been clarified and memorialized from previous contracts.

The contract version is the result of two months of negotiations with city staff and GBRA staff.

Budget Information:

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[GBRA Change in Debt Service Funding](#)

GBRA Change in Debt Service Funding

Council item for addition to next agenda

Consider and possible action regarding a resolution of the City of Kyle Texas approving the 3rd Amendment to Water Supply Agreement and Supplemental Agreement between the Guadalupe – Blanco River Authority contract which would authorize the refunding of certain debt related to the I-35 transmission line, resulting in an approximate \$30,000 savings due to lower interest rate.

Addition information:

The proposed amendment to the debt service agreement with the Guadalupe – Blanco River Authority would result in a 4-6 percent savings to participants of the IH35 system in the form of a reduced monthly bill. This percentage ranges in potential savings of \$24835.35 to \$37,253.03 annually, contingent on the actual percentage of rebate.

Also, this updated contract reflects numerous items which have been clarified and memorialized from previous contracts.

The contract version is the result of two months of negotiations with city staff and GBRA staff.

Jason W. Biemer



Utility Coordinator

Attached documents from GBRA staff.

**THIRD AMENDMENT TO WATER SUPPLY AGREEMENT
AND SUPPLEMENTAL AGREEMENT BETWEEN
THE GUADALUPE-BLANCO RIVER AUTHORITY AND
THE CITY OF KYLE, TEXAS**

This the Third Amendment (“Third Amendment”) to the Water Supply Agreement dated October 7, 1998 (the “1998 Agreement”) and the Supplemental Agreement, dated March 29, 2004 (the “2004 Agreement”), as previously amended on April 20, 2005 and September 6, 2011, is executed this ___ day of October, 2012, between the Guadalupe-Blanco River Authority, a conservation and reclamation district and political subdivision of the State of Texas (“GBRA”) and the City of Kyle, Texas (the “City”).

WHEREAS, pursuant to the 1998 Agreement and the 2004 Agreement as previously amended on April 20, 2005 and September 6, 2011, and the Contract for Raw Water Service originally dated October 7, 1998, GBRA has agreed to provide the City up to 4.86 MGD (5,443 acre-feet of raw water per year) of treated water from the San Marcos Water Treatment Plant; and

WHEREAS, GBRA has determined that it would be cost effective to refund some or all of the Project Debt Instruments the proceeds of which financed the construction of the Project including raw water delivery, water treatment, and treated water delivery system components; and

WHEREAS, GBRA and the City desire to amend the 1998 Agreement to allow for the refunding of such Project Debt Instruments and to coincidentally amend various other provisions of the 1998 Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth in the 1998 Agreement, the 2004 Agreement and the 1998 Contract for Raw Water Service, GBRA and the City agree to amend the 1998 Agreement and the 2004 Agreement, as previously amended on April 20, 2005 and September 6, 2011, as follows:

Section 1. Definitions – “Operation and Maintenance Expenses” means all costs and expenses of operation and maintenance of the Raw Water Delivery System or the Plant or the Treated Water Delivery System as the case may be, including (for greater certainty but without limiting the generality of the foregoing) repairs and replacements which are not paid from a special fund created in the Bond Resolutions or other Project Debt Instruments, non-debt financed capital expenditures, operating personnel, the cost of utilities, the costs of supervision, engineering, accounting, auditing, legal services, supplies, services, administrative and general expenses of the Raw Water Delivery System or the Plant or the Treated Water Delivery System, and equipment necessary for proper operation and maintenance of the Raw Water Delivery System or the Plant or the Treated Water Delivery System. The term also includes the charges of the bank or banks where the Project Debt Instruments are payable. The term does not include depreciation.

Section 1. Definitions – “Point of Delivery” means the point or points at which GBRA will deliver to the City treated water supplied under this Agreement. The City may request a change in the Point(s) of Delivery however it shall be the City’s responsibility to pay all associated costs of such change.

Section 1. Definitions - “Project Debt Instruments” means all notes, bonds, or other financial obligations made to construct, complete, improve, or repair the Raw Water Delivery System, the Plant, or the Treated Water Delivery System and any obligations issued to refund any outstanding Project Debt Instruments. San Marcos or GBRA may be the obligor on these instruments.

Section 1. Definitions – “Treated Water Delivery System” means all facilities designed and constructed by GBRA for delivering treated water from the Plant to the Point of Delivery.

Section 7. Cessation of Deliveries of Treated Water from the Plant – Section 7 is deleted in its entirety.

Section 9. Alternative Sources of Treated Water and Other Treatment Facilities – Unless GBRA and the City agree in writing otherwise, GBRA shall have no obligation whatsoever with respect to the acquisition or supply of any alternative sources of treated water that may be desired or needed by the City, or the design, acquisition, construction, financing, operation or maintenance of any water treatment facilities (other than an expansion of the Plant pursuant to this Agreement) that may be desired or needed by the City including, without limitation, facilities that meet the requirement of Section 8(b), above, to treat raw water delivered to the City at the Alternate Raw Water Delivery Point.

If GBRA supplies raw water available to GBRA from sources other than Canyon Reservoir as provided for in Section One of the September 6, 2011 Second Amendment to the Contract for Raw Water Service, the raw water may be treated at the Plant or other water treatment facilities available to GBRA but the Water Supply Agreement provisions related to treated water quality, point of delivery, payments for raw water delivery, payments for water treatment and delivery, and all other provisions of the Water Supply Agreement as amended shall remain the same and shall be interpreted as if the raw water was supplied from Canyon Reservoir via the Raw Water Delivery System. Similarly, if GBRA supplies raw water from a source other than Canyon Reservoir, Section 5-Monthly Payments of the Contract For Raw Water Service originally dated October 7, 1998 between the City and GBRA, shall also be interpreted as if the raw water was supplied from Canyon Reservoir. Furthermore, if GBRA supplies water from a source other than Canyon Reservoir and the aggregate of the raw water charge for the alternative raw water and all operation and maintenance expenses to transport, treat, and deliver such alternative water to the City’s Delivery Point(s) is lower than the aggregate of similar such costs of the Project, GBRA shall acknowledge that fact to the City and the Parties shall determine the appropriate means to allocate such savings within the context of the Agreement and related bond resolutions for the Project. Excluded from this calculation is the cost and related charge for all debt service and debt service coverage of the Project since this is an unconditional, take or pay requirement of the Agreement and is pledged in support of the Project Debt Instruments.

Section 19. - Payments for Water Treatment and Delivery – Rates charged to the City for treatment and delivery of treated water at the Point of Delivery shall be the rates established by San Marcos and/or GBRA pursuant to the terms of the Regional Agreement, inclusive of GBRA’s costs associated with Treated Water Delivery System to convey the treated water to the Point of Delivery from the point on the Plant Site at which the water is delivered to GBRA, and inclusive of all metering and administrative and general expenses in connection with this Agreement. In

addition, the rates charged to the City and all other GBRA Customers, if any, shall be sufficient for GBRA to recover all additional costs associated with the Plant for which GBRA is responsible under the Regional Agreement. The City shall pay on a take-or-pay basis for its pro-rata share of any Plant related debt service that the City of San Marcos charges and passes through to GBRA, and any other Plant related debt service, debt service coverage of not more than 10% on any Project Debt Instruments issued by GBRA, and other fixed costs relating to any expansion of the initial phase capacity of the Plant constructed pursuant to Section 6 of this Agreement and the Treated Water Delivery System needed to convey treated water to the Point of Delivery from the point on the Plant Site at which the water is delivered to GBRA. The City shall not be entitled to any equity interest in the Plant for any reason including, without limitation, the payments made to GBRA under this Agreement.

Section 20 – Payments by City Unconditional – The City recognizes that Project Debt Instruments relating to the Raw Water Delivery System, the Plant, and the Treated Water Delivery System will be payable from and secured by pledges of the sums of money to be received by GBRA from the City under this Agreement and from other customers under similar contracts. In order to make such Project Debt Instruments relating to the Raw Water Delivery System, the Plant, and the Treated Water Delivery System marketable at the lowest available interest rate, it is to the mutual advantage of GBRA and the City that the City’s obligation to make the payments required hereunder be, and the same is hereby, made unconditional. All sums payable hereunder to GBRA shall, so long as any part of such Project Debt Instruments are outstanding and unpaid, be paid by the City without set-off, counterclaim, abatement, suspension or diminution except as otherwise expressly provided herein; and so long as any part of such Project Debt Instruments are outstanding and unpaid, this Agreement shall not terminate, nor shall the City have any right to terminate this Agreement nor be entitled to the abatement of any payment or any reduction thereof nor shall the obligations hereunder of the City be otherwise affected for any reason, it being the intention of the parties that so long as any portion of such Project Debt Instruments are outstanding and unpaid, all sums required to be paid by the City to GBRA shall continue to be payable in all events and the obligations of the city hereunder shall continue unaffected, unless the requirement to pay the same shall be reduced or terminated pursuant to an express provision of this Agreement.

All Other Terms Remain in Force and Effect GBRA and the City INTEND AND AGREE that all other terms and conditions of the 1998 Agreement and the 2004 Agreement, as previously amended on April 20, 2005 and September 6, 2011, not expressly amended by this Third Amendment, shall remain in full force and effect. If there is a conflict between terms and conditions in this Third Amendment and the 1998 Agreement and 2004 Agreement, as previously amended on April 20, 2005 and September 6, 2011, the terms and conditions of this Third Amendment control.

City of Kyle, Texas

Guadalupe-Blanco River Authority

By
Lucy Johnson, Mayor

By
W.E. West, General Manager

THE STATE OF TEXAS §

THE COUNTY OF HAYS §

BEFORE ME, the undersigned authority, personally appeared Lucy Johnson, Mayor of the City of Kyle, Texas personally known or identified to me as the person and officer whose name is subscribed to this instrument. She acknowledged to me that she executed this instrument for the purpose and consideration expressed in it and in her capacity as the authorizing representative of the City of Kyle, Texas.

Item # 18

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of October 2012.

(SEAL)

Notary Public
The State of Texas

THE STATE OF TEXAS §

COUNTY OF GUADALUPE §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared W.E. West, Jr., General Manager of the Guadalupe-Blanco River Authority, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Guadalupe-Blanco River Authority, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of October, 2012.

(SEAL)

Notary Public
The State of Texas



CITY OF KYLE, TEXAS

Water Conservation Plan

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation:

(First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ADOPTING AND ENDORSING AN UPDATE TO THE EXISTING WATER CONSERVATION PLAN IN COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND TEXAS WATER DEVELOPMENT BOARD RULES AND PROCEDURES; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS ~ *Jason Biemer, Utility Coordinator, Public Works*

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [12.01.09 City of Kyle Water Conservation Plan - Proposed-3 9 26 2012 update](#)
 - [Ordinance #570, Water Conservation Plan](#)
 - [water conservation plan ordinance](#)
-

CITY OF KYLE WATER CONSERVATION PLAN

Municipal Water Use Plan – Amended

The City of Kyle has prepared an amendment to its Water Conservation Plan as part of its on-going efforts to promote conservation and provide an adequate supply of high quality water to its residents. The City of Kyle has a service area of approximately 20.26 miles and a population of 28,521 at the time of this plan's amendment. The City of Kyle took into account its current use and its vast population growth in developing all of the City of Kyle's water conservation goals and strategies set forth in this plan and intends to update its conservation plan with new data and target goals during 2013 to be put into effect at the expiration of this plan's fifth year horizon (2014). This amendment to the plan adds new water conservation methods and rebates.

I. WATER CONSERVATION GOALS

Specific, Quantified 5 & 10-Year Targets

1. Goals for Municipal Use in Gallons Per Capita Per Day and Water Loss Programs—5 Year Target

The City of Kyle's goal is to achieve a municipal use of 116 gallons per capita per day or less for the first five years beginning in the year 2009 and ending in 2014. The City's water loss goal is to achieve water loss of 7 gallons per capita per day or less for the first five years beginning in 2009 and ending in 2014. The City's water loss goals are to control water loss not to exceed 15% of unaccounted water per year from 2009 to 2014.

2. Goals for Municipal Use in Gallons Per Capita Per Day and Water Loss Programs—10 Year Target

The City of Kyle's goal is to achieve a municipal use of 114 gallons per capita per day or less over a ten year period beginning in the year 2009 and ending in 2019. The City's water loss goal is to achieve water loss of 6 gallons per capita per day or less for the first 10 years beginning in 2009 and ending in 2019. The City's water loss goals are to control water loss not to exceed 15% of unaccounted water per year from 2009 to 2019.

3. Method of Calculation

The City of Kyle calculated its municipal use goals by considering its population growth for the previous five years, from 2004 to 2008, its population projections over the five and ten year planning periods, the climate and conditions of the area, and by reviewing the City's historical municipal use for the previous five years, from the years 2004 through 2008. The City's unique situation as currently being the fifth fastest growing city in the State of Texas, as indicated by data released by the United States Census Bureau in

2007, was a primary consideration in developing its municipal use goals. The United States Census Bureau indicates that the City's population increased from 5,314 in the year 2000 to 22,684 in the year 2006. In addition, the City's population estimates indicates the City's population for the year 2007 was approximately 24,364 and 25,303 in 2008. The City projects that its population in the year 2010 will reach 30,645 residents. The City also developed its municipal use goals while taking into consideration the Texas Water Development Board Water Conservation Implementation Task Force's statewide average municipal use goal of 140 gallons per capita per day.

The City developed its water loss goals by reviewing its water loss data for the previous three years, from 2006 to 2008. Both the City's municipal use and water loss goals and targets for the applicable period reflect the large-scale growth that the City is experiencing and is expected to experience over the next decade.

II. METHOD TO ACHIEVE WATER CONSERVATION GOALS

1. Metering Devices

The City of Kyle uses meters having an accuracy within plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply. The City prohibits the use of mix use meters and compound meters are used for those businesses with high flows.

2. Universal Metering, Meter Testing and Repair, and Periodic Meter Replacement

The City of Kyle currently has a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement. The City requires meters to be installed on all new connections within its service area and began a program of replacing existing meters in 2003. All meters replaced are required to be replaced with digital "real-time" meters in order to collect daily accurate readings of current connection water usage.

The City conducts testing either once a year on all master well meters and calibrates these master meters according to the Fluid Meter Services. The City utilizes master meters to measure and account for the amount of water diverted from the source of supply. The City will replace meters on a rotational basis every 12 years. The City also works with Johnson Controls, Inc. to test and replace meters within its service area. The City replaces meters if faulty, and detects misreading or faulty meters through its customer billings each month.

3. Unaccounted-For Water Use

The City of Kyle utilizes measures to determine and control unaccounted-for uses of water, including periodic visual inspections along distribution lines and annual water system audits. The City's programs for leak detection and repair, discussed in Section 9 below, allows the City to identify and resolve unaccounted-for uses of water.

4. Continuing Public Education & Information

The City of Kyle maintains an ongoing program of public education and information. The City disseminates materials throughout each fiscal year in the form of fliers and handouts and also provides a water conservation flier on its website at <http://www.cityofkyle.com/documents/WaterConsFlier.pdf>. The City mailed out the 2007 Annual Drinking Water Quality Report and purchased materials from the Texas Water Development Board's ("TWDB") Major Rivers program for the water education program in local elementary schools. The City also distributes educational materials through press releases and on its website and www.cityofkyle.com.

The City will continue to distribute water conservation materials at various public events and place conservation information in customer monthly bills and on the city's website www.cityofkyle.com. The City makes its water conservation flier and other documents available at Kyle City Hall and the Kyle Chamber of Commerce building.

5. Non-Promotional Water Rate Structure

The City of Kyle utilizes a rate structure that promotes conservation through a graduated schedule of fees that escalate as consumption increases. The City's rate structure for users inside the City, in effect as of the date of this Water Conservation Plan, is as follows:

<u>Gallons</u>	<u>Price Per 1,000 gallons</u>
0 to 4,000	\$3.06
4,001 to 8,000	\$3.82
8,001 to 12,000	\$4.59
12,001 to 16,000	\$5.34
16,001 to 20,000	\$6.11
20,001 to 30,000	\$6.88
30,001 to 50,000	\$7.64
50,001 and up	\$9.17

6. Reservoir Systems Operations Plan

The City of Kyle receives only treated water from the Guadalupe-Blanco River Authority (“GBRA”). GBRA is responsible for the operation of the reservoir system and coordinates its operations plan with its water customers. The City does not own a reservoir within its service area.

7. Enforcement Procedure & Plan Adoption

The City of Kyle’s ordinance adopting this plan is attached to this plan as “Appendix B.” Because the City has formally adopted this plan through its ordinance-making authority, the City will implement and enforce this plan by means of existing mechanisms and control over City regulatory programs.

8. Coordination with the Regional Water Planning Group(s)

The City of Kyle’s service area is located within the Region L – South Central Texas Regional Water Planning Group and the City has provided a copy of this plan to Region L – South Central Regional Water Planning Group. A copy of the letter sent to Region L Regional Water Planning Group is attached to this plan as “Appendix C.”

9. Program for Leak Detection, Repair, and Water Loss Accounting

The City of Kyle maintains a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted-for uses of water. The City has purchased equipment to perform acoustic leak detection surveying on the City’s water distribution piping and all accessible active, visible, and future service connections, fire hydrants, and distribution valves located in the City’s water distribution system. During these surveys the City’s employee acoustically inspects all check valves at well sites and adjoining water system interconnect valves for reverse flow and ensure that valves are in proper working condition. The City collects and identifies all leaks and water loss locations with a GPS locator and the data is documented. In addition, the employee walks along the City’s water system to visually check for potential water loss areas. The City also tests all water that is identified on the ground or in close proximity of the water system for the existence of chlorine and leaks. The City also routinely inspects for any water loss areas or leaks throughout each calendar year.

The City also conducts ongoing leak detection activities relying on the City’s staff to visually inspect the water system and the City provides a local telephone number to citizens to report a leak. The City makes every effort to inform a citizen when a leak has been detected on the customer’s side of the meter.

The City of Kyle annually performs pre-screening system water audits that includes determining metered sales and other system verifiable use while also determining the total supply placed into the system and pumped out of the system. The purpose

of the pre-screening audit is to determine whether Kyle achieves 15% or less water loss from its system.

10. Record Management System

The City of Kyle maintains a record management system to record water pumped, water deliveries, water sales, and water losses that allows for the desegregation of water sales and uses into user classes. The four user classes for the City of Kyle's record management system are residential, commercial, public and institutional, and industrial.

11. Wholesale Water Supply Contracts

The City of Kyle will require a statement in each wholesale water supply contract entered, renewed, or extended after the effective date of this plan that each successive wholesale customer develop and implement a water conservation plan or water conservation measures in accordance with Title 30 Texas Administrative Code Chapter 288.

12. Additional Water Conservation Strategies

The City of Kyle utilizes the following additional water conservation strategies:

A. Conservation-Oriented Rate Structure

The City of Kyle utilizes a conservation-oriented rate structure to promote conservation through a graduated schedule of fees that escalate as consumption increases. The City's conservation-oriented rate structure for users inside the City, in effect as of the date of this Water Conservation Plan, is as follows:

<u>Gallons</u>	<u>Price Per 1,000 gallons</u>
0 to 4,000	\$3.06
4,001 to 8,000	\$3.82
8,001 to 12,000	\$4.59
12,001 to 16,000	\$5.34
16,001 to 20,000	\$6.11
20,001 to 30,000	\$6.88
30,001 to 50,000	\$7.64
50,001 and up	\$9.17

B. Adoption of Plumbing Code

The City of Kyle adopted the 2009 International Plumbing Code and all new construction or renovations in the City must comply with the water conserving fixtures as set forth in the 2009 International Plumbing Code.

C. Program for Replacement or Retrofit of Water-Conserving Plumbing Fixtures in Existing Structures

The City of Kyle promotes and encourages the use of water-saving plumbing fixtures in existing homes. The City promotes water saving plumbing devices in existing homes by informational mail outs and/or distribution of water saving devices and rebates.

D. Reuse of Wastewater and/or Graywater

The City will continue to deliver reclaimed wastewater to the Plum Creek Golf Course, which is the golf course within the largest established neighborhood within the City's service area. In 2008 the reuse of wastewater at the Plum Creek Golf Course amounted to 104,373,000 gallons of water. In FY 2012 the City will finalize a Water Reuse Feasibility study funded through grant awards from the Bureau of Reclamation and Texas Water Development Board to determine how reclaimed water can be best utilized for the future.

E. Program and/or Ordinance for Landscape Water Management

The City of Kyle requires permits for the installation of irrigation systems and also utilizes a five-day water schedule. Landscape watering is prohibited between the hours of 10:00 a.m. and 8:00 p.m.

F. Landscape Conversion Rebate

Subject to availability of funding, the City of Kyle will provide up to a \$300 for landscape conversion to native drought resistant plants or turf grasses in instances when non-native turf grasses or plants are stressed and unable to survive the drought. Rebate is available to current City of Kyle water system customers.

G. Irrigation Rebate

Subject to availability of funding, the City of Kyle will offer up to a \$400 rebate for upgrades to improve an irrigation system's efficiency, including up to \$100 for an irrigation controller. To qualify, the applicant must be a

current City of Kyle water system customer and request an inspection of their system and then agree to all identified improvements to improve water conservation.

H. Low Flow Rebates

Subject to availability of funding, the City of Kyle will offer up to a \$100 rebate per toilet, to current City of Kyle water system customers, per household for low flow toilets to be installed in a residential home. To qualify, the applicant must not have toilets in the home that use 1.6 gallons or less of water per flush.

The City of Kyle will offer up to a \$35 rebate per low-flow shower head, to current City of Kyle water system customers, per household that is installed to replace a regular flow shower head.

The City of Kyle will offer up to a \$15 rebate per toilet, to current City of Kyle water system customers, per household for installation of a Dual Flush Conversion Kit which allows the user a choice of a full flush for solids, or a ½ flush for liquids.

The City of Kyle will offer up to a \$5 rebate per faucet, to current City of Kyle water system customers, per household for faucet aerators added to faucets that did not previously have them.

In order to receive any of the rebates listed above, receipts must be provided with application.

I. High Efficiency Appliance Rebate

Subject to availability of funding, the City of Kyle will offer up to \$50 per appliance, to current City of Kyle water system customers, per household for high efficiency appliances that utilize water to be installed in a residential home. Example appliances that would qualify would be dish washing machines, and clothes washing machines.

J. Rain Water Harvesting Rebate

Subject to availability of funding, the City of Kyle will offer rebate amounts for rainwater harvesting improvements, for current City of Kyle water system customers. The rebate will be calculated at \$0.50 per gallon for non-pressurized systems and \$1.00 per gallon for pressurized systems. The maximum rebate amount will be increased to \$5000, not to exceed 50 percent of the project cost. Systems of more than 500 gallons will require

approval prior to system installation. Participation will be limited to once every 12 months. All rain barrel sizes are eligible.

K. Method for Monitoring the Effectiveness and Efficiency of the Plan

The City of Kyle will document the above methodologies that will be utilized to achieve its five and ten year target goals. Meter calibration, testing, and replacement will be documented and kept in the Public Works Department files. Prescreening audits and full scale water audits will be documented and kept in the Public Works Department files. In addition, records will be maintained for the City's leak detection program and for its SCADA system. The City will continue to track its annual water use by taking daily readings and recording its water use data for all water sources. The City will annually evaluate its progress towards meeting the goals set forth in this plan through the preparation of its Implementation Report submitted to the Texas Water Development Board. The City will annually review the data compiled in accordance with this plan and will assess its progress toward meeting its water use and water loss goals.

APPENDIX A

Definitions of Commonly Used Terms

Conservation = Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

Industrial use = The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, commercial fish production, and the development of power by means other than hydroelectric, but does not include agricultural use.

Irrigation = The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

Municipal per capita water use = The sum total of water diverted into a water supply system for residential, commercial, and public and institutional uses divided by actual population served.

Municipal use = The use of potable water within or outside a municipality and its environs whether supplied by a person, privately owned utility, political subdivision, or other entity as well as the use of sewage effluent for certain purposes, including the use of treated water for domestic purposes, fighting fires, sprinkling streets, flushing sewers and drains, watering parks and parkways, and recreational purposes, including public and private swimming pools, the use of potable water in industrial and commercial enterprises supplied by a municipal distribution system without special construction to meet its demands, and for the watering of lawns and family gardens.

Municipal use in gallons per capita per day = The total average daily amount of water diverted or pumped for treatment for potable use by a public water supply system. The calculation is made by dividing the water diverted or pumped for treatment for potable use by population served. Indirect reuse volumes shall be credited against total diversion volumes for the purpose of calculating gallons per capita per day for targets and goals.

Pollution = The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Public water supplier = An individual or entity that supplies water to the public for human consumption.

Regional water planning group = A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, ' 16.053.

Retail public water supplier = An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

Reuse = The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

Water conservation plan = A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

Water loss = The difference between water diverted or treated and water delivered (sold). Water loss can result from:

1. inaccurate or incomplete record keeping;
2. meter error;
3. unmetered uses such as firefighting, line flushing, and water for public buildings and water treatment plants;
4. leaks; and
5. water theft and unauthorized use.

Wholesale public water supplier = An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

APPENDIX B

Quick Sheet Comparison of Water Conservation Incentives for SAWS and AUSTIN Utilities

	Landscape	Irrigation	Toilet	Hot Water on Demand	Washing Machine	PRV	Rainwater Harvesting	Retrofit	Cooling Tower Audit	Car Wash	Restaurant
SAWS											
Res	\$300	\$400	FREE	\$150	X	X	X	X	X	X	X
Com	X	\$3,200	FREE*	X	X	X	X	50% FREE	10% Discount	Varies	
AUSTIN											
Res	\$20-30/100	\$375	FREE	X	\$50	\$100	\$5,000	X	X	X	X
Com/MF	X	\$1,000	FREE	X	\$250	\$500	\$5,000	\$100,000	X	X	X

ORDINANCE NO. 570

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ADOPTING AND ENDORSING WATER CONSERVATION PLAN IN COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND TEXAS WATER DEVELOPMENT BOARD RULES AND PROCEDURES; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle (the "City") continues to experience rapid growth and development that greatly increases the demand for water services from the City's residents and water customers;

Whereas, in order to comply with the Texas Commission on Environmental Quality ("TCEQ") rules in Title 30 Texas Administrative Code Chapter 288 and the Texas Water Development Board's ("TWDB") rules in Title 30 Texas Administrative Code Section 363.15 and review the City's policies related to water conservation, the City must update its Water Conservation Plan;

Whereas, the City Manager has reviewed and made appropriate amendments to the City's Water Conservation Plan and the amended plan shall replace all previous Water Conservation Plans adopted by the City; and

Whereas, the Mayor and City Council have authorized the City Manager to implement certain water use management and water supply strategies and procedures to maintain and improve the City's efficiency in the use of its water resources;

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

Section 1. Findings. The recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Adoption and Endorsement. The Mayor and City Council do hereby adopt and endorse the Water Conservation Plan, a copy of which is attached hereto marked "Exhibit A" and made part of this Ordinance as if copied verbatim herein. The adopted Water Conservation Plan hereby supersedes all previous Water Conservation Plans adopted by the City.

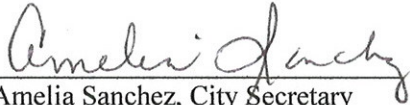
Section 3. Effective Date. This Ordinance shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

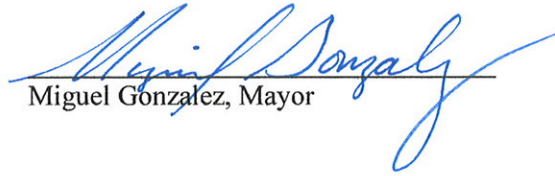
PASSED AND APPROVED on First Reading this 5th day of May, 2009

FINALLY PASSED AND APPROVED on this 19th day of May, 2009.

ATTEST:


Amelia Sanchez, City Secretary

THE CITY OF KYLE, TEXAS


Miguel Gonzalez, Mayor

<p>CITY OF KYLE WATER CONSERVATION PLAN</p> <p>Municipal Water Use Plan</p>

The City of Kyle has prepared this Water Conservation Plan as part of its on-going efforts to promote conservation and provide an adequate supply of high quality water to its residents. The City of Kyle has a service area of approximately 20.26 miles and a population of 28,521 at the time of this plan's adoption. The City of Kyle took into account its current use and its vast population growth in developing all of the City of Kyle's water conservation goals and strategies set forth in this plan.

I. WATER CONSERVATION GOALS

Specific, Quantified 5 & 10-Year Targets

1. Goals for Municipal Use in Gallons Per Capita Per Day and Water Loss Programs—5 Year Target

The City of Kyle's goal is to achieve a municipal use of 116 gallons per capita per day or less for the first five years beginning in the year 2009 and ending in 2014. The City's water loss goal is to achieve water loss of 7 gallons per capita per day or less for the first five years beginning in 2009 and ending in 2014. The City's water loss goals are to control water loss not to exceed 15% of unaccounted water per year from 2009 to 2014.

2. Goals for Municipal Use in Gallons Per Capita Per Day and Water Loss Programs—10 Year Target

The City of Kyle's goal is to achieve a municipal use of 114 gallons per capita per day or less over a ten year period beginning in the year 2009 and ending in 2019. The City's water loss goal is to achieve water loss of 6 gallons per capita per day or less for the first 10 years beginning in 2009 and ending in 2019. The City's water loss goals are to control water loss not to exceed 15% of unaccounted water per year from 2009 to 2019.

3. Method of Calculation

The City of Kyle calculated its municipal use goals by considering its population growth for the previous five years, from 2004 to 2008, its population projections over the five and ten year planning periods, the climate and conditions of the area, and by reviewing the City's historical municipal use for the previous five years, from the years 2004 through 2008. The City's unique situation as currently being the fifth fastest growing city in the State of Texas, as indicated by data

released by the United States Census Bureau in 2007, was a primary consideration in developing its municipal use goals. The United States Census Bureau indicates that the City's population increased from 5,314 in the year 2000 to 22,684 in the year 2006. In addition, the City's population estimates indicates the City's population for the year 2007 was approximately 24,364 and 25,303 in 2008. The City projects that its population in the year 2010 will reach 30,645 residents. The City also developed its municipal use goals while taking into consideration the Texas Water Development Board Water Conservation Implementation Task Force's statewide average municipal use goal of 140 gallons per capita per day.

The City developed its water loss goals by reviewing its water loss data for the previous three years, from 2006 to 2008. Both the City's municipal use and water loss goals and targets for the applicable period reflect the large-scale growth that the City is experiencing and is expected to experience over the next decade.

II. METHOD TO ACHIEVE WATER CONSERVATION GOALS

1. Metering Devices

The City of Kyle uses meters having an accuracy within plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply. The City prohibits the use of mix use meters and compound meters are used for those businesses with high flows.

2. Universal Metering, Meter Testing and Repair, and Periodic Meter Replacement

The City of Kyle currently has a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement. The City requires meters to be installed on all new connections within its service area and began a program of replacing existing meters in 2003. All meters replaced are required to be replaced with digital "real-time" meters in order to collect daily accurate readings of current connection water usage.

The City conducts testing either once a year on all master well meters and calibrates these master meters according to the Fluid Meter Services. The City utilizes master meters to measure and account for the amount of water diverted from the source of supply. The City will replace meters on a rotational basis every 12 years. The City also works with Johnson Controls, Inc. to test and replace meters within its service area. The City replaces meters if faulty, and detects

misreading or faulty meters through its customer billings each month.

3. **Unaccounted-For Water Use**

The City of Kyle utilizes measures to determine and control unaccounted-for uses of water, including periodic visual inspections along distribution lines and annual water system audits. The City's programs for leak detection and repair, discussed in Section 9 below, allows the City to identify and resolve unaccounted-for uses of water.

4. **Continuing Public Education & Information**

The City of Kyle maintains an ongoing program of public education and information. The City disseminates materials throughout each fiscal year in the form of fliers and handouts and also provides a water conservation flier on its website at <http://www.cityofkyle.com/documents/WaterConsFlier.pdf>. The City mailed out the 2007 Annual Drinking Water Quality Report and purchased materials from the Texas Water Development Board's ("TWDB") Major Rivers program for the water education program in local elementary schools. The City also distributes educational materials through press releases and on its website and www.cityofkyle.com.

The City will continue to distribute water conservation materials at various public events and place conservation information in customer monthly bills and in the City's publication, *The Kyle Quarterly*. The City makes its water conservation flier and other documents available at Kyle City Hall and the Kyle Chamber of Commerce building.

5. **Non-Promotional Water Rate Structure**

The City of Kyle utilizes a rate structure that promotes conservation through a graduated schedule of fees that escalate as consumption increases. The City's rate structure for users inside the City, in effect as of the date of this Water Conservation Plan, is as follows:

<u>Gallons</u>	<u>Price Per 1,000 gallons</u>
0 to 4,000	\$2.08
4,001 to 8,000	\$2.60
8,001 to 12,000	\$3.12
12,001 to 16,000	\$3.64
16,001 to 20,000	\$4.16
20,001 to 30,000	\$4.68

30,001 to 50,000	\$5.20
50,001 and up	\$6.24

6. Reservoir Systems Operations Plan

The City of Kyle receives only treated water from the Guadalupe-Blanco River Authority (“GBRA”). GBRA is responsible for the operation of the reservoir system and coordinates its operations plan with its water customers. The City does not own a reservoir within its service area.

7. Enforcement Procedure & Plan Adoption

The City of Kyle’s ordinance adopting this plan is attached to this plan as “Appendix B.” Because the City has formally adopted this plan through its ordinance-making authority, the City will implement and enforce this plan by means of existing mechanisms and control over City regulatory programs.

8. Coordination with the Regional Water Planning Group(s)

The City of Kyle’s service area is located within the Region L – South Central Texas Regional Water Planning Group and the City has provided a copy of this plan to Region L – South Central Regional Water Planning Group. A copy of the letter sent to Region L Regional Water Planning Group is attached to this plan as “Appendix C.”

9. Program for Leak Detection, Repair, and Water Loss Accounting

The City of Kyle maintains a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted-for uses of water. The City has contracted with SAMCO to perform acoustic leak detection surveying on the City’s water distribution piping and all accessible active, visible, and future service connections, fire hydrants, and distribution valves located in the City’s water distribution system. During these surveys the City’s contractor acoustically inspects all check valves at well sites and adjoining water system interconnect valves for reverse flow and ensure that valves are in proper working condition. The contractor collects and identifies all leaks and water loss locations with Trimble Sub-meter solutions and the data is documented. In addition, the contractor walks along the City’s water system to visually check for potential water loss areas. The contractor also tests all water that is identified on the ground or in close proximity of the water system for the existence of chlorine and leaks. The City also routinely inspects for any water loss areas or leaks throughout each calendar year. All data generated through this survey is documented and presented in a report to the City. The City is currently in the process of purchasing the equipment

to carry out its leak detection program.

The City also conducts ongoing leak detection activities relying on the City's staff to visually inspect the water system and the City provides a local telephone number to citizens to report a leak. The City makes every effort to inform a citizen when a leak has been detected on the customer's side of the meter.

The City of Kyle annually performs pre-screening system water audits that includes determining metered sales and other system verifiable use while also determining the total supply placed into the system and pumped out of the system. The purpose of the pre-screening audit is to determine whether Kyle achieves 15% or less water loss from its system.

10. Record Management System

The City of Kyle maintains a record management system to record water pumped, water deliveries, water sales, and water losses that allows for the desegregation of water sales and uses into user classes. The four user classes for the City of Kyle's record management system are residential, commercial, public and institutional, and industrial.

11. Wholesale Water Supply Contracts

The City of Kyle will require a statement in each wholesale water supply contract entered, renewed, or extended after the effective date of this plan that each successive wholesale customer develop and implement a water conservation plan or water conservation measures in accordance with Title 30 Texas Administrative Code Chapter 288.

12. Additional Water Conservation Strategies

The City of Kyle utilizes the following additional water conservation strategies:

A. Conservation-Oriented Rate Structure

The City of Kyle utilizes a conservation-oriented rate structure to promote conservation through a graduated schedule of fees that escalate as consumption increases. The City's conservation-oriented rate structure for users inside the City, in effect as of the date of this Water Conservation Plan, is as follows:

<u>Gallons</u>	<u>Price Per 1,000 gallons</u>
0 to 4,000	\$2.08
4,001 to 8,000	\$2.60

8,001 to 12,000	\$3.12
12,001 to 16,000	\$3.64
16,001 to 20,000	\$4.16
20,001 to 30,000	\$4.68
30,001 to 50,000	\$5.20
50,001 and up	\$6.24

B. Adoption of Plumbing Code

The City of Kyle adopted the 2000 International Plumbing Code and all new construction or renovations in the City must comply with the water conserving fixtures as set forth in the 2000 International Plumbing Code.

C. Program for Replacement or Retrofit of Water-Conserving Plumbing Fixtures in Existing Structures

The City of Kyle promotes and encourages the use of water-saving plumbing fixtures in existing homes. The City promotes water saving plumbing devices in existing homes by informational mail outs and/or distribution of water saving devices.

D. Reuse of Wastewater and/or Graywater

The City will continue to deliver reclaimed wastewater to the Plum Creek Golf Course, which is the golf course within the largest established neighborhood within the City's service area. In 2008 the reuse of wastewater at the Plum Creek Golf Course amounted to 104,373,000 gallons of water.

E. Program and/or Ordinance for Landscape Water Management

The City of Kyle requires permits for the installation of irrigation systems and also utilizes a five-day water schedule. Landscape watering is prohibited between the hours of 10:00 a.m. and 8:00 p.m.

F. Method for Monitoring the Effectiveness and Efficiency of the Plan

The City of Kyle will document the above methodologies that will be utilized to achieve its five and ten year target goals. Meter calibration, testing, and replacement will be documented and kept

in the Public Works Department files. Prescreening audits and full scale water audits will be documented and kept in the Public Works Department files. In addition, records will be maintained for the City's leak detection program and for its SCADA system. The City will continue to track its annual water use by taking daily readings and recording its water use data for all water sources. The City will annually evaluate its progress towards meeting the goals set forth in this plan through the preparation of its Implementation Report submitted to the Texas Water Development Board. The City will annually review the data compiled in accordance with this plan and will assess its progress toward meeting its water use and water loss goals.

APPENDIX A

Definitions of Commonly Used Terms

Conservation = Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

Industrial use = The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, commercial fish production, and the development of power by means other than hydroelectric, but does not include agricultural use.

Irrigation = The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

Municipal per capita water use = The sum total of water diverted into a water supply system for residential, commercial, and public and institutional uses divided by actual population served.

Municipal use = The use of potable water within or outside a municipality and its environs whether supplied by a person, privately owned utility, political subdivision, or other entity as well as the use of sewage effluent for certain purposes, including the use of treated water for domestic purposes, fighting fires, sprinkling streets, flushing sewers and drains, watering parks and parkways, and recreational purposes, including public and private swimming pools, the use of potable water in industrial and commercial enterprises supplied by a municipal distribution system without special construction to meet its demands, and for the watering of lawns and family gardens.

Municipal use in gallons per capita per day = The total average daily amount of water diverted or pumped for treatment for potable use by a public water supply system. The calculation is made by dividing the water diverted or pumped for treatment for potable use by population served. Indirect reuse volumes shall be credited against total diversion volumes for the purpose of calculating gallons per capita per day for targets and goals.

Pollution = The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Public water supplier = An individual or entity that supplies water to the public for human consumption.

Regional water planning group = A group established by the Texas Water

Development Board to prepare a regional water plan under Texas Water Code, ' 16.053.

Retail public water supplier = An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

Reuse = The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

Water conservation plan = A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

Water loss = The difference between water diverted or treated and water delivered (sold). Water loss can result from:

1. inaccurate or incomplete record keeping;
2. meter error;
3. unmetered uses such as firefighting, line flushing, and water for public buildings and water treatment plants;
4. leaks; and
5. water theft and unauthorized use.

Wholesale public water supplier = An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

APPENDIX B

APPENDIX C

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ADOPTING AND ENDORSING AN UPDATE TO THE EXISTING WATER CONSERVATION PLAN IN COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND TEXAS WATER DEVELOPMENT BOARD RULES AND PROCEDURES; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

Whereas, the City of Kyle (the “City”) continues to experience rapid growth and development that greatly increases the demand for water services from the City’s residents and water customers;

Whereas, in order to comply with the Texas Commission on Environmental Quality (“TCEQ”) rules in Title 30 Texas Administrative Code chapter 288 and the Texas Water Development Board’s (“TWDB”) rules in title 30 Texas Administrative Code Section 363.15 and review the City’s policies related to water conservation, the City must update its Water Conservation Plan; and

Whereas, the City Manager has reviewed and made appropriate amendments to the City’s Water Conservation Plan and the amended plan shall replace all previous Water Conservation Plans adopted by the City; and

Whereas, The Mayor and City Council have authorized the City Manager to implement certain water use management and water supply strategies and procedures to maintain and improve the City’s efficiency in the use of its water resources;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Adoption and Endorsement. The Mayor and City Council do hereby adopt and endorse the updated Water Conservation Plan, a copy of which is marked “Exhibit A” and made part of this Ordinance as if copied verbatim herein. The adopted Water Conservation Plan hereby supersedes all previous Water Conservation Plans adopted by the City.

Section 3. Effective Date. This Ordinance shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

Section 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov’t. Code.

PASSED AND APPROVED on First Reading this ___ day of _____, 2012.

FINALLY PASSED AND APPROVED on this ___ day of _____, 2012.

ATTEST:

THE CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor



CITY OF KYLE, TEXAS

Fire Review and Inspections Contract with the Kyle Fire Department

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Approve a Contract between the City of Kyle and the Kyle Fire Department for Fire Inspection and Review Services ~ *Jerry Hendrix, Director of Community Development*

Other Information: These services have been provided in the past by Gib Watt with the City of San Marcos. Currently there is no formal agreement with Mr. Watt for the delivery of these services, which makes billing and payment for these services problematic. Having the Kyle Fire Department perform these services allows the City of Kyle to have a closer relationship with the fire inspector and reduces the delay on having to wait for the inspector from San Marcos to have free time to do our inspections.

Budget Information: Collection of fees associated with these services will continue as posted in the City of Kyle fee schedule.

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[CoK /Kyle Fire Interlocal](#)

**INTERLOCAL AGREEMENT BETWEEN
CITY OF KYLE AND KYLE FIRE DEPARTMENT**

THIS INTERLOCAL AGREEMENT, (hereafter referred to as Agreement), effective the date of approval by both entities, is entered into by and between the CITY OF KYLE, TEXAS a municipal corporation created under the laws of the State of Texas known as “City” and KYLE FIRE DEPARTMENT, part of Hays County Emergency Services District (ESD) #5, known as “KFD,” to conduct fire inspection and plan review services for the City.

WHEREAS, the City of Kyle and the Kyle Fire Department, part of the Emergency Service District, provide assistance to each other for various public safety purposes; and

WHEREAS, Kyle Fire Department has the experience and personnel to conduct fire inspection and plan review services for the City of Kyle; and

WHEREAS, this agreement is authorized by Chapter 791 of the Texas Government Code.

NOW THEREFORE, it is agreed by and between the parties as follows:

I. **SERVICES**: KFD agrees to provide the following services:

- A. Conduct plan reviews, site inspections, document fire code violations, and follow up prior inspections on all new and remodeled buildings.
- B. Responsible for interpreting policies, procedures and laws pertaining to fire codes and fire safety and providing guidance to the City on policies, procedures and laws pertaining to fire codes and fire safety.
- C. Write reports of fire inspections performed, fire code violations observed, and corrective recommendations offered.
- D. Inspect and test fire protection or fire detection systems to verify that such systems are installed in accordance with appropriate laws, codes, ordinances, regulations, and standards.
- E. Any other matter related to fire inspection or plan review that the parties agree to in writing.
- F. CITY and KFD shall meet annually to review and discuss the inspection programs and other provisions of this Agreement.

II. **COMPENSATION**: CITY agrees to pay KFD for the above-described services on a per project basis at the rate of \$____ per hour. KFD shall not exceed \$_____ per year without consent from the CITY.

III. **TERM**: The effective period of this Agreement shall be from the date of execution until September 30, 2013. If this Agreement is not terminated as provided in Section VI or renewed on or before the expiration date above, it shall automatically renew for

consecutive one-year terms, beginning on October 1st of each year thereafter and ending on September 30th of each year thereafter.

- IV. **PAYMENTS:** KFD will invoice CITY monthly for services rendered by KFD. CITY agrees to pay KFD the full amount of each approved invoice within two weeks of receipt by CITY. If CITY does not approve any invoice or partial invoice, CITY must provide in writing any objections within two weeks of receipt by CITY.
- V. **DOCUMENTS:** Any documents, prepared by KFD pursuant to this Agreement, are instruments of service in respect to this engagement. Upon the request of the CITY, KFD shall deliver, to the CITY, copies of any and all documents, papers and other records related to the CITY and the provision of services under this Agreement, requested by the CITY, within ten (10) business days of such request. KFD agrees to keep all information confidential unless CITY has authorized release of such information.
- VI. **TERMINATION:**
- A. **CONDITIONS OF TERMINATION:** This Agreement may be terminated at any time either by CITY or by KFD, upon thirty (30) days notice to the other party at its address as of record. Termination shall release each party from all prospective obligations of this Agreement.
- B. **COMPENSATION PAYABLE UPON TERMINATION:** On termination by either CITY or KFD, CITY shall pay KFD an amount by applying the compensation rates specified for the individuals working on the engagement and for all other related services properly performed and associated costs incurred to the date of termination.
- VII. **ASSIGNMENT:** Neither CITY nor KFD shall assign, sublet or transfer their interests in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CITY and KFD.
- VIII. **SPECIAL PROVISIONS:**
- A. This Agreement constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.
- B. Each party to this Interlocal has authorized the Agreement and is paying for the performance of the Agreement from current revenues.
- C. Each party to the contract is authorized by law to perform the functions or services to be performed under this agreement.
- IX. **NOTICE:** All notices and communications under this Agreement must be mailed to the parties at the following addresses:

City of Kyle: Lanny S. Lambert. (or his successor)
City Manager
City of Kyle
PO BOX 40
Kyle , TX 78640

Kyle Fire Dept: Chief Glen Whitaker (or his successor)
Fire Chief
210 West Moore Street
Kyle, TX 78640

- X. **MODIFICATION:** Neither party has authority to make deletions or the additions to the terms of this Agreement on behalf of KFD or CITY, other than a person duly authorized by the party's appropriate corporate authority, and then only in writing.
- XI. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Hays County, Texas.

CITY OF KYLE

By: _____

Name: _____

Title: _____

DATE: _____

KYLE FIRE DEPARTMENT

By: _____

Name: _____

Title: _____

DATE: _____



CITY OF KYLE, TEXAS

Interlocal Agreement for Roadway Repair and Maintenance

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Consideration and Possible Action to Authorize the City Manager to Execute an Interlocal Agreement between Hays County and the City of Kyle for Roadway Repair and Maintenance of Bunton Creek Road ~
Lanny Lambert, City Manager

Other Information:

Budget Information:

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Attachments / click to download

[Hays County Interlocal Agreement](#)

[Public Works Preliminary Goforth Road Construction Estimates](#)

**INTERLOCAL AGREEMENT FOR
ROADWAY REPAIR AND MAINTENANCE OF BUNTON CREEK LANE**

This Interlocal Agreement for Roadway Repair and Maintenance of Bunton Creek Lane (“Agreement”) is hereby entered into by and between the City of Kyle, Texas, a Home Rule municipality, hereinafter referred to as the “City,” and the County of Hays, a political subdivision of the State of Texas, hereinafter referred to as the “County”.

**ARTICLE I.
RECITALS**

WHEREAS, County and City desire to provide safe and well maintained roads, streets, alleys and rights-of-way for the use and benefit of the public and future generations; and

WHEREAS, the County and the City desire to cooperate in the maintenance and repair of certain roads, streets, alleys and rights-of-way within the County and City; and

WHEREAS, the County and the City desire to allocate by mutual agreement the responsibilities for governmental functions and services which are or may become necessary in providing safe and well maintained roads, streets, alleys and rights-of-way that are of consistent quality of pavement along the whole length of roads that are part of the County or City Road System, even those County Roads that lie within the City limits (See Texas Attorney General Opinions WW-1401, H-1018 and H-1019); and

WHEREAS, the Interlocal Cooperation Act (Chapter 791, Texas Government Code) (the “Act”) empowers the Parties to contract with each other in the performance of governmental functions; and

WHEREAS, road and street maintenance are governmental functions within the meaning of the Act; and

WHEREAS, the City and the County are “local governments” within the meaning of the Act; and

WHEREAS, the City and the County each itself has the authority under Texas law to perform such road and street maintenance, as required by the Act; and

WHEREAS, specifically section 791.032 permits, with the approval of the governing body of a municipality, a county to enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality; and

WHEREAS, section 251.012 of the Texas Transportation Code expressly allows a commissioners court of a county to spend county money to finance the construction, improvement, maintenance or repair of a street or alley; and further subsection (b)(3) permits that the county work may be done or financed by the county as an independent contractor with the municipality; and

WHEREAS, Hays County already maintains a portion of Bunton Creek Lane and is better equipped to provide maintenance of the portion of Bunton Creek Lane that lies within the corporate limits of the City;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both the City and the County agree as follows:

ARTICLE II. MAINTENANCE SERVICES

2.1 Definition.

The “Maintenance Services” to be provided by the County to the City hereunder are services, including, the maintenance and repair of asphalt and pavement of the streets and roads and corresponding maintenance and repair to the subsurface and surface of roads and streets as designated herein, as appropriate to Hays County and as specifically agreed by and between the City and the County, namely, those services specified herein.

2.2 Term.

a. Unless terminated as provided herein, the Initial Term of this Agreement will commence on the date of execution by the last party to sign the Agreement (hereinafter the “Effective Date”). The Initial Term shall be for one (1) year, commensurate with the fiscal year of the City. In the event that the City and County execute this Agreement after the beginning of the City’s fiscal year, the Initial Term shall be from the Effective Date until the end of the City’s fiscal year.

b. This Agreement shall automatically renew for succeeding one-year Renewal Terms, commensurate with the City’s corresponding fiscal year, unless terminated by either party as provided for in Article IV.

2.3 Current Funds.

Funding from each party for the performance of this Agreement will be provided from current revenues available to the parties. Further, the City assures the County that funds are available (and, unless written notice is otherwise provided by the City, will continue to be available) to reimburse the County, as the City is obligated to do under the terms of this Agreement. After written notice from the City that no City funds are available or if this Agreement is terminated in a budget year, the City shall not be obligated to reimburse the County for the cost of any labor or materials related to any maintenance or repair of any County Road or City Road incurred by the County after its receipt of the written notice from the City, unless the project was already undertaken at the time of the written notice.

2.4 Maintenance Services on Bunton Creek Lane.

- a. The Parties agree that the City’s portion of Bunton Creek Lane that lies east of IH-35 and continues up to the start of County maintenance, which approximately corresponds with the corporate limits of the City, is integral to the County Road System. Said portion of Bunton Creek Lane is more specifically depicted in Exhibit “A”, which is attached and incorporated by reference. Regarding that portion of Bunton Creek Lane (hereinafter “the Maintenance Project”), the Parties agree as follows:
 1. County shall be responsible for providing the labor and equipment required for maintenance and repair of the Maintenance Project.
 2. City agrees to pay for all actual material costs related to the maintenance and repairs of the

Maintenance Project.

3. City may request the maintenance and repair of the Maintenance Project, but County shall, with or without a request by City, (i) monitor the need for maintenance and repair, (ii) provide 30 days prior written notice to City of maintenance and repair that County intends to perform on the Maintenance Project, and (iii) unless City objects to the maintenance and repair within ten (10) days of receiving notice under this Section, maintain and repair the Maintenance Project in a similar fashion and to a similar quality as is customarily performed on other county roads within Hays County.
 4. If City desires that the Maintenance Project be maintained, repaired, or upgraded to a higher quality or higher standard than is customarily performed by County on other county roads within Hays County, City may, at no expense to County, contract with a third party for the maintenance, repair, and/or upgrade of the Maintenance Project. In the alternative, the City may request the County to perform the maintenance, repair, and/or upgrade of the Maintenance Project to the specifications desired by City, if County has the resources available to perform to those specifications.
 5. If City requests that County perform the maintenance, repair, and/or upgrade of the Maintenance Project under subsection 2.4(a)4 of this Agreement, County shall provide an estimate and estimated start date to City for the proposed work, and the parties shall follow the procedures set forth in Section 2.4(b), below. County's estimate under this section shall account for the cost of materials it would take to maintain, repair, and/or upgrade the Maintenance Project to the county standard, plus the reasonable cost of materials, labor, and equipment it would take to maintain, repair, and/or upgrade the Maintenance Project to a higher quality or higher standard than is customarily performed by County on other county roads within Hays County.
- b. The Parties agree that the following procedures shall be used in the event that the City requests upgrades to the Maintenance Project under Section 2.4(a)4, above:
1. City shall, within thirty (30) days' receipt of a written estimate from County, request that County (i) perform the maintenance, repair, and/or upgrade of the Maintenance Project as estimated by County, or (ii) inform the County that the City desires to wait until a later date upon which the County can provide City with a new estimate and available start date for upgrade if the Maintenance Project. City may, at any time, contract with a third party for the maintenance, repair and/or upgrade of any City Road.
 2. If City requests that County perform maintenance, repairs, and/or upgrades under subsection 2.4(a).4, above, County shall commence performance of the maintenance, repair, and/or upgrade within ten (10) days of the estimated start date cited in subsection 2.4(a).5, above. If City waits for a period longer than thirty (30) days to respond to County's written estimate, the written estimate provided by County shall be considered expired and void unless otherwise indicated or extended in writing by County.

**ARTICLE III.
PAYMENT**

3.1 Payment.

All invoices related to Maintenance Services for County Roads and City Roads shall be provided by County on a monthly basis for all costs that are the obligation of the City of under this Agreement. The City shall pay said invoices no later than thirty (30) days after receipt. Total payments of municipal funds under this Agreement shall not exceed \$20,000 in any given fiscal year.

**ARTICLE IV.
TERMINATION**

4.1 Termination.

This Agreement may be terminated by either party, for any reason whatsoever, by providing sixty (60) days' written notice to the non-terminating party. If, upon providing or receiving notice of termination under this Section, County has begun performance of Maintenance Services or upgrade of the Maintenance Project under this Agreement, County shall complete the work on that specific roadway and City shall pay, as may be required by the terms of this Agreement, for the completion of work on that specific roadway before either party is released from the terms and obligations of this Agreement.

**ARTICLE V.
MISCELLANEOUS**

5.1. Notice.

Any notice required or permitted to be given by either party under the terms of this Agreement shall be deemed given, whether or not received, three (3) days after it is deposited in the United States mail, postage prepaid, certified mail with return receipt requested, to the address for notice set forth below, or the last address for notice which the sender has for the recipient at the time the notice is sent, with a copy sent on the same day by facsimile, or on the date the notice is delivered if hand delivered, with a written acknowledgment of receipt obtained.

Addresses for notice are as follows, unless expressly changed by the parties in writing:

- a. Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Lanny S. Lambert (or his successor)
City Manager
City of Kyle
P.O. Box 40
Kyle, TX 78640

- b. Notices sent pursuant to this Agreement may be delivered or sent to the COUNTY at the following address:

Commissioner Debbie Ingalsbe (or her successors in office)
111 E. San Antonio St., Suite 304
San Marcos, Texas 78666

- c. To be effective, a copy of any notices sent to the COUNTY shall be sent to the

Special Counsel's Office at the following address:

Mark Driscol Kennedy (or his successors in office)
 A.D.A. -- Special Counsel
 Hays County, Texas
 111 E. San Antonio, Suite 204
 San Marcos, TX 78666

- d. To be effective, a copy of any notice sent to the CITY shall be sent to the CITY Attorney at the following address:

Frank J. Garza (or his successors in office)
 City Attorney
 Davidson, Troilo, Ream & Garza
 7550 IH 10 West, Suite 800
 San Antonio, Texas 78229

5.2 Cooperation, Reservation of Rights.

The City and County agree to cooperate with each other, in good faith, at all times during the term hereof in order to achieve the purposes and intent of this Agreement. The Parties agree to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the purposes and the provisions of this Agreement. Nothing in this Agreement shall be construed to interfere with the City's and County's legal right to autonomously maintain and repair roads that have been identified as part of each entity's respective road system, particularly if the condition of said roads, in the Party's opinion, poses a safety or mobility concern.

5.3 Entire Agreement; Amendments.

This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the County Commissioners Court or the City Council.

5.4 Interpretation.

The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with that Act.

5.5 Severability.

Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

5.6 Applicable Laws.

This Agreement shall be construed in accordance with the laws of the State of Texas.

5.7 Authorization.

Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body. This Agreement shall not become effective until approved by the City Council of the City and Hays County Commissioners Court and signed by both parties.

5.8 Indemnity.

The City agrees that it will, to the extent permitted by applicable law, save, protect, defend, and hold harmless the County from any and all suits, claims, or causes of action which may arise out of or in any manner be connected with the negligence, recklessness or intentional misconduct of City employees, agents, or servants in performing the City's obligations under the terms of this Agreement.

The County agrees that it will, to the extent permitted by applicable law, save, protect, defend, and hold harmless the City from any and all suits, claims or causes of action, or public liability which may arise out of or in any manner be connected with County operations or programs, and the negligence, recklessness or intentional misconduct of County employees, agents or servants in performing or failing to perform the County's obligations under the terms of this Agreement.

Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by the County or the City pursuant to law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement not otherwise existing at law.

5.10 Duplicate original counterparts; other similar agreements distinct.

This Agreement may be executed in duplicate original copies by the parties. Similar agreements by and between the City or County and other contracting entities may be made; each such separately executed version of this Agreement is and shall constitute a separate and distinct agreement between the City or County and the particular other County, but does not create obligations or rights as between contracting entities.

5.11 Alternative Dispute Resolution.

It shall be a prerequisite to either party seeking legal or equitable relief for any disputes arising under or related to this Agreement or the Maintenance Services that mediation be conducted. If they are unable to agree to a mediator and mediation process, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Texas Civil Practice and Remedies Code, section 154.023. Unless both parties are satisfied with the results of any such mediation, it will not constitute a final and binding resolution of the dispute; provided, however, that any mutually agreed settlement reached in such mediation may be enforced by any court of competent jurisdiction. All communications within the scope of the mediation are and shall be confidential as provided in said section 154.023 unless both parties agree in writing to waive confidentiality.

5.12 Non-waiver.

Any act of forbearance by either party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.

5.13 Interpretation and Reliance.

No presumption will apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

EXECUTED THIS _____ day of _____, 2012.

HAYS COUNTY

By: _____
BERT COBB
HAYS COUNTY JUDGE

ATTEST:

LIZ GONZALES, HAYS COUNTY CLERK

EXECUTED THIS _____ day of _____, 2012.

CITY OF KYLE

By: _____
LUCY JOHNSON, MAYOR

ATTEST:

AMELIA SANCHEZ, CITY SECRETARY

EXHIBIT "A"

Public Works Preliminary Goforth Road Construction Estimates

Area Identified for road construction

Intersection of Bunton Lane & Goforth to intersection of Goforth & Lehman

Distance of project

3466'

Type of Construction

3466' of existing roadway will be milled to a depth of 12" and hauled off. Subgrade will be scarified to a depth of 6 inches and compacted. Two 5" lifts of base will be applied for a total of 10". Compaction will be done at (2) 5" increments. A 2" asphalt surface will be applied to return the surface to the original 12". Upon completion, striping shall be applied to the center of the roadway and each surface edge.

Equipment / Materials needed

(1) 14' Blade/Maintainer 670 Model @ RDO price of	\$7000 mo. x 3.5 =	\$24,500
(1) 66" Padfoot Roller @ RDO price of	\$3000 mo. x 3.5 =	\$10,500
(1) Water truck 2000 gallon @ Sunstate Rental price of	\$3000 mo. x 3.5 =	\$10,500
(1) 66" Steel wheel roller @ RDO price of	\$3000 mo. x 3.5 =	\$10,500
(1) Dump truck @ Hertz price of	\$5700 mo. x 3.5 =	\$19,950
(1) Dump truck @ Hertz price of	\$5700 mo. x 3.5 =	\$19,950
(1) Base material	\$34,000 total =	\$34,000

(1) Contracted- Asphalt/Resurfacing = \$95,000

(1) Contracted- Hays County Milling of Existing Roadway = \$12,000 (actual estimate from the county was \$7,932 /additional amt is possible overtime costs)

(1) Striping 3466' x 4 / 13,864' = \$10,000

(1) Density and Materials Testing \$10,000 total = \$10,000

(1) Erosion Control = \$7,000

(1) Fuel - equipment rentals / City equipment & vehicles \$10,000 total = \$10,000

(1) Traffic control equipment \$5000 total = \$5,000

Total project cost = \$278,900.00

34,000
95,000
23,000
63,410

215,410

This project will require two outside contractors in order to complete

1. Hays County Transportation Department to reclaim (mill) the existing roadway
2. Undetermined asphalt contractor to apply the new surface

This project will be completed in three main phases, however the idea of milling the entire project in the beginning is still being discussed

Phase I – Bunton Lane & Goforth to Goforth & Dacy / a total of 626' with an estimated 2 1/2 weeks for completion

Phase II - Goforth & Dacy to Goforth & Brandi Circle / a total of 1900' with an estimated 7-8 weeks for completion

Phase III - Goforth & Brandi Circle to Goforth & Lehman Rd. / a total of 840' with an estimated 3 1/2 weeks for completion

**** Total estimated project completion time: 14 weeks = 3 1/2 months**

**** Possible Project Expansion ****

Phase IV- I-35 south bound frontage road & Bunton Lane to Bunton Lane & Goforth / a total of 2345' with an estimated 8-10 weeks for completion

(1) 14' Blade/Maintainer 670 Model @ RDO price of	\$7000 mo. x 2.5 =	\$17,500
(1) 66" Padfoot Roller @ RDO price of	\$3000 mo. x 2.5 =	\$7,500
(1) Water truck 2000 gallon @ Sunstate Rental price of	\$3000 mo. x 2.5 =	\$7,500
(1) 66" Steel wheel roller @ RDO price of	\$3000 mo. x 2.5 =	\$7,500
(1) Dump truck @ Hertz price of	\$5700 mo. x 2.5 =	\$14,250
(1) Dump truck @ Hertz price of	\$5700 mo. x 2.5 =	\$14,250
(1) Base material	\$23,000 total =	\$23,000
(1) Contracted- Asphalt/Resurfacing	=	\$63,410
(1) Contracted- Hays County Milling of Existing Roadway (estimated costs were \$6,850 /additional amt is possible overtime costs)	=	\$7,000
(1) Striping	2345' x 4 / 9380' =	\$7000
(1) Density and Materials Testing	\$10,000 total =	\$7,000
(1) Erosion Control	=	\$5,000
(1) Fuel - equipment rentals / City equipment & vehicles	\$10,000 total =	\$7,000
(1) Traffic control equipment	\$5000 total =	\$3,500

Total project cost = \$191,410.00

Project Summary

1) Phase I,II, III	Total= \$278,900
2) Expansion to include Phase IV	Total= \$191,410.00
** Total cost of all four Phases	\$470,310.00



CITY OF KYLE, TEXAS

PGI Investments

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Consider a request by Hugo Elizondo, on behalf of PGI investment, for a waiver to Section 53-1205 of the City of Kyle zoning ordinance to allow a waiver to the 12 month waiting period for the resubmittal of the zoning application denied by the City Council for property located at 24800 S. IH 35 ~ *Sofia Nelson, Director of Planning*

Other Information: Please see attachments

Budget Information: N/A

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Request Letter](#)

Yarrington Tract: Request for Council Waiver on 12 month reapplication

Sofia x



Hugo Elizondo, Jr., P.E.

1:19 PM (2 hours ago)

to Sofia, me, James, Musheerah

Sofia:

Please allow this correspondence to serve as our request of behalf of our Client to seek a Council waiver on submitting our rezoning application.

We request a waiver from the Ordinance Section 53-1205, to allow re-submittal of the zoning request before the 12 months since denial of our initial application.

We will follow-up with a letter to include in your Council packet by tomorrow afternoon asking for this waiver.

We just want to make sure we are on the next Council agenda.

Let me know if you have questions on this matter.

Sincerely,

Hugo Elizondo, Jr., P.E.

Cuatro Consultants, Ltd.

Firm Registration No. F-3524

3601 Kyle Crossing, Ste. B
Kyle, Tx 78640
office [512-312-5040](tel:512-312-5040), ext. 205, cell [512-565-9040](tel:512-565-9040)



CITY OF KYLE, TEXAS

City Managers Report

Meeting Date: 11/7/2012
Date time: 7:00 PM

Subject/Recommendation: Update on Various Capital Improvement Projects, Road Projects, Building Program, and/or General Operational Activities ~ *Lanny Lambert, City Manager*

- City Council Meeting Agenda Planning
- Discuss November 20, 2012 City Council Meeting

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[It's After Midnight](#)

council relations | long meetings

BY MIKE CONDUFF, ICMA-CM

IT'S AFTER MIDNIGHT!!

How to avoid long council meetings but still get more done

At a recent visit over breakfast, a colleague in a midsize community commented matter-of-factly that the council meeting the night before had lasted until after midnight “again.”

At my raised eyebrows, she shrugged and indicated this was a pretty normal circumstance. She then asked, “What do you see other communities doing to get more out of their meetings in a shorter time frame?” Here is the list I sent her:

1) First, take a look at the items that make it to the agenda. Are they just there because of past practice or convenience, or does the item truly require council action? Be honest!

If the answer is no, why is an item on the agenda in the first place? If so, what kind of an item is it? Can it be placed on a statutory or consent agenda and be acted upon in a single motion with no or very limited discussion?

2) Next, do some serious agenda planning—at least three to four or more months out. Make sure those departments that are using the agenda put their items in the matrix along with an estimate of the time the presentation, the resident engagement, and council discussion will take. Be rigorous about this.

If a department director is consistently coming in at the last minute with agenda items, you can bet they aren't planning their own work any better than they plan the council's. Use the matrix to balance the big time-consuming items.

3) Now engage your council members in a dialogue about what an ideal meeting looks like to them and how long it would last. Most elected officials want to use their time as wisely as you do. They desire that their governance time be used on items that matter.

Too often they believe all items on the agenda are of equal (and high) importance so they are willing to stay as long as it

takes. Ask them if they would be willing to use some agenda tools to allow them to spend more quality time on the items only they can act on and still get them home at a reasonable hour.

Agenda Tools That Ensure Quality Meeting Time

Here is another list with agenda tools that I have experienced as being effective:

- **Statutory/regulatory agenda.** Are there things your community's charter or state law requires the council to take legislative action on, but that otherwise staff or other regulatory body could easily handle? Examples might include the final adoption of plats, the approval of previously authorized expenditures over a certain dollar amount, or entering into lease agreements. Putting these items on this section of the agenda allows them to be all passed with a single motion and no discussion.
- **Consent agenda.** While discretionary in the sense that the council has the flexibility to approve or disapprove them, these are ministerial or housekeeping items that are largely routine or consistent with prior direction. Examples might include awarding of bids, second reading of ordinances, or adoption of resolutions. Again, all these routine business items can be taken care of with just a single motion.
- **Ceremonial items.** Mayoral proclamations, individual recognitions, and other ritualistic actions can be handled prior to the start of the formal meeting, or at another time and often in a more intimate or ornate location. This approach provides a more meaningful ceremony for the recipients and saves significant time for the staff and other non-affected officials, while still satisfying constituent needs and fulfilling mayoral/council responsibilities.

- **Protections.** There must be mechanisms, of course, to allow for removal of items from both the statutory and consent agendas for individual discussion. Usually a motion, a second, and a majority vote for the statutory and agreement of two members for the consent is sufficient. This prevents any individual member from holding the balance hostage while still providing for unforeseen circumstances or incorporation of late arriving new information.
- **Ground rules and time frames.** Ask members of the council to discuss and develop meeting ground rules and set time frames for presentations, resident engagement, and their own conversations. These can always be waived (design this process!) but having them agreed to in advance and routinely followed significantly reduces the need for every member to feel as if he or she must comment on every item. It also prevents one or two members from monopolizing air time.

Timing That Pays Off

If your agendas are planned well with governance-crucial items spread out over the available meetings, meeting tools well used, and council ground rules developed and followed, then significant blocks of time can be freed up for the elected officials to tackle “big hairy audacious goals.”

They work smart on important things and feel (as they should!) more valued in the governance process. Their satisfaction level goes up, and you can get home in time to tuck the kids in or catch the 10 p.m. news. **PM**



MIKE CONDUFF, ICMA-CM
Former City Manager
Now President and CEO
The Elim Group
Denton, Texas

mike.conduff@theelimgroup.com

Item # 23