

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 9/4/2013, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 29th day of August, 2013 prior to 7:00 p.m.

I. Call Meeting To Order

II. 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.

III. Consider and Possible Action

1. Consider approving the inclusion of rates for solid waste collection and disposal services in the City's Fees & Charges Schedule for Fiscal Year 2013-14 as provided for in the contract agreement with TEXAS DISPOSAL SYSTEMS in effect until March 31, 2021. ~ *Lanny S. Lambert, City Manager*

 [Attachments](#)

2. *(Second Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, INCLUDING WATER AND WASTEWATER RATE INCREASES, IMPLEMENTATION OF NEW CITY FEES, OTHER FEE INCREASES AS SPECIFIED IN THE FEE SCHEDULE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. ~ *Lanny Lambert, City Manager*

 [Attachments](#)

3. *(Second Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS FIXING THE AD VALOREM TAX RATE, AND PROVIDING FOR THE LEVYING OF AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND TERMINATING SEPTEMBER 30, 2014; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME

SHALL BECOME DELINQUENT IF NOT PAID. ~ *Lanny Lambert, City Manager*

 [Attachments](#)

IV. 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

Approval of TDS Rates for FY 2014 Budget

Meeting Date: 9/4/2013
Date time: 7:00 PM

Subject/Recommendation: Consider approving the inclusion of rates for solid waste collection and disposal services in the City's Fees & Charges Schedule for Fiscal Year 2013-14 as provided for in the contract agreement with TEXAS DISPOSAL SYSTEMS in effect until March 31, 2021. ~ *Lanny S. Lambert, City Manager*

Other Information: On January 27, 2011, the City of Kyle entered into an agreement with Texas Disposal Systems to provide solid waste collection and disposal services within the City limits of Kyle, Texas through March 31, 2021. This agreement provides for annual increase in service rates to go into on April 1st of each year.

This City Council action approves the inclusion of the rates for solid waste collection and disposal services in the City's Fees & Charges Schedule for Fiscal Year 2013-14 as provided for in the contract agreement with Texas Disposal Systems.

A complete copy of the City's agreement with Texas Disposal Systems is attached.

Budget Information: A Fiscal Note is not required. Detail rate schedule for solid waste collection and disposal services is provided in the budget documents for Fiscal Year 2013-14.

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

Attachments / click to download

- [TDS Contract](#)
- [2014 Fees & Charges Schedule](#)

ORDINANCE NO. 641

AN ORDINANCE GRANTING A FRANCHISE TO TEXAS DISPOSAL SYSTEMS, INC. TO PROVIDE RECYCLING AND SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE CITY OF KYLE; PROVIDING FOR THE SCOPE AND NATURE OF THE OPERATION; PROVIDING FOR THE DISPOSAL OF GARBAGE, SOLID WASTE AND REFUSE; PROVIDING A PROCEDURE FOR THE HANDLING OF COMPLAINTS; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR THE ESTABLISHMENT AND ADJUSTMENT OF CHARGES; REQUIRING INDEMNITY AND INSURANCE; PROVIDING FOR REVOCATION AND AMENDMENT; PROVIDING FOR PAYMENT OF TAXES BY THE FRANCHISEE; PROHIBITING ASSIGNMENT AND SUBLETTING OF THE FRANCHISE WITHOUT CONSENT; PROVIDING FOR FORFEITURE; AND MAKING OTHER PROVISIONS

WHEREAS, Texas Disposal Systems, Inc. ("Company") operates a recycling, solid waste collection and disposal service;

WHEREAS, the Company has provided solid waste collection and disposal services to all residences and businesses within the City of Kyle ("City") since October 1997; and

WHEREAS, it is in the public interest of the for the City to grant the Company a franchise to use and occupy the public streets, alleys and right-of-way easements to provide recycling, solid waste collection and disposal services within the City on such terms and conditions as will provide the City with sufficient controls and options necessary to provide for the public good;

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

SECTION 1. Definitions.

1.0 For the purposes of this ordinance, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Section 1 or otherwise in this ordinance shall be given their common and ordinary meaning.

1.1 The following words, terms, phrases and their derivations shall, in this ordinance, have the meaning given in this section.

1.1.1 "Agreement" means the "Agreement for Solid Waste and Refuse Collection and Disposal Services" made and entered into by and between the City of Kyle and Texas Disposal Systems, Inc.

1.1.2 "City Secretary" shall mean the City Secretary of the City.

1.1.3 "City Manager" shall mean the City Manager of the City or his/her authorized designate.

1.1.4 "City Council" or "Council" shall mean the governing body of the City.

1.1.5 "Commercial Account" means any Customer that is not a Residential Unit, and includes all retail, commercial and industrial uses and businesses, mobile home parks, and any apartment building, condominium, nursing home, or similar residential, convalescent or multi-family dwelling consisting of more than three single-family dwelling units.

1.1.6 "Customer" means any firm, person, entity, corporation or organization that is provided recycling, Refuse and Waste collection or disposal services within the City. Customers includes all persons and entities that contract with the Company, or receive service from the Company, for the collection of Refuse and Waste from a business, retail, commercial, industrial or other non-Residential Unit, whether such service is used by said firm, person, entity, corporation, organization or others, and the occupant of each Residential Unit within the City.

1.1.7 "Franchise" shall mean this Ordinance, and all the rights and obligations established herein.

1.1.8 "Gross receipts" shall mean the total amount collected by Company from any and all Customers for services rendered under authority of this Franchise.

1.1.9 "Hazardous Waste" shall mean waste in any amount which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste in any amount which is regulated under Federal or State law. For purposes of this agreement, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans and solvents. The term includes any definition thereof provided in the Agreement.

1.1.10 "Refuse and Waste" shall mean any refuse, rubbish, garbage or solid waste material that is not Hazardous Waste and that Company is authorized and required to collect and dispose of pursuant to the Agreement.

1.1.11 "Residential Refuse" shall mean all household and domestic garbage, trash and rubbish, excluding rubbish and used materials resulting from construction or remodeling work, generated by a person or persons dwelling in a Residential Unit.

1.1.12 "Residential Unit" shall mean a dwelling unit designed for, or, in the normal course of use, occupied by, a person or one family, e.g. a single family house, duplex apartment unit or triplex apartment unit, that is situated in a building having three or less such separate residential units. For the purposes of this Franchise, a "Residential Unit" shall not include any mobile home park, or any apartment building, condominium, nursing home, or similar residential, convalescent or multi-family dwelling, whether of single or multi-level construction, consisting of more than three single-family dwelling units.

1.1.13 "Street" or "alley" shall mean all publicly dedicated or maintained streets, alleys, easements and rights-of-way, a portion of which is open to use by the public or vehicular travel.

Section 2. Grant of Franchise. The City hereby grants the Company a non-exclusive franchise to use the public streets, alleys, roads and thoroughfares within the City for the purpose of operating and engaging in the business of providing recycling services and collecting and disposing of Refuse and Waste from Commercial Accounts and Residential Units within the City; including, but not limited to, service to all Customers and contracting with Commercial Accounts and providing service pursuant to contract therefore, placing and servicing containers, operating trucks, vehicles and trailers, and such other operations and activity as are customary and/or incidental to such business and service.

Section 3. Term. The term of this Franchise shall be for a period of ten (10) years beginning on March 1, 2011 and terminating on the tenth anniversary of said date; provided this Franchise shall automatically terminate upon the termination of the Agreement.

Section 4. Scope and Nature of Operation.

4.0 The Company may collect and deliver for disposal all Refuse and Waste accumulated within the corporate limits of the City by the Customers and the words "refuse", "garbage", "trash" and "waste" when used in this Franchise are used for convenience and, unless the context shows otherwise, refer to and are limited to Refuse and Waste. The Company will furnish the personnel and equipment to collect refuse, provide the services described herein, and as contracted for with the Commercial Accounts, in an efficient and businesslike manner as provided in the Agreement. All recycling, collection and disposal services will be provided in strict compliance with the Agreement.

4.1 **Service Provided** - (a) Commercial Accounts. Company shall provide container, bin and other collection service for the collection of all Commercial Accounts within the City, according to the individual Customer agreements and applicable City regulations and shall make provision for the special collection of Refuse and Waste upon request. The Company shall cause or require its equipment, containers and bins to be kept and maintained in a manner to not cause or create a threat to the public health and shall keep the same in a good state of repair.

(b) Residential Units. Company shall provide service to all Residential Units within the City.

(c) Recycling and Disposal. Company shall provide recycling and disposal services as provided in the Agreement.

4.2 Collection Operation - (a) Save and except as provided in this Section, collection shall not start before 7:00 a.m. or continue after 7:00 p.m. at any location; provided that collections made in a manner that does not cause or result in loud noise, or that are made at a location which will not cause the disturbance of persons occupying the premises or neighboring property, may be made at anytime. Other exceptions to collection hours shall be effected only upon the mutual agreement of the Customer and only when such exception will not result in the disturbance of occupants of the property served or of neighboring properties, or when the Company reasonably determines an exception necessary due to unusual circumstances. The frequency of collection shall be as provided in the Agreement and Customer Account contracts.

4.3 Holidays - The Company shall observe holidays as provided in the Agreement.

4.4 Complaints - Requirements for receiving and responding to complaints shall be as provided in the Agreement.

Section 5. Vehicles To Be Covered and Identified. All vehicles used by Company for the collection and transportation of refuse shall be covered at all times while loaded and in transit to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with the Company's name in letters not less than two (2) inches in height.

Section 6. Regulation of Containers. The Company may rent or lease containers to any Customer within the corporate limits of the City for refuse storage and collection purposes subject to the following requirements:

- (1) All containers shall be constructed and maintained according to good industry practice;
- (2) All containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- (3) All containers, save and except those being used for the purpose of collecting and storing rubble, building and scrap construction materials, shall be equipped with covers suitable to prevent blowing or scattering of refuse and access to the container by animals while the container is at the site designated by the Customer;

- (4) All containers shall be periodically cleaned, maintained, serviced and kept in a reasonably good state of repair: to prevent the unreasonable accumulation of refuse residues; to avoid excessive odor and harborage for rodents and flies resulting from excessive residues remaining after collection of containers; and
- (5) All containers shall be clearly marked with Company's name and telephone number in letters not less than two (2) inches in height. It is further understood and agreed that Company will lease or rent such containers at terms which are fair, reasonable and within the terms and rates authorized from time to time by the City Council.

Section 7. Disposal of Refuse. The Company will deliver all Refuse and Waste collected by it within the City, except for materials which the Company may select for recovery and recycling, to such location as may be designated by Company in the Agreement. No other location may be used for the disposal of such refuse without the written approval and consent of City. All rules and regulations governing hours of operation, disposal practices and materials at the disposal site will be observed and followed by the Company while engaged in the disposal of refuse.

Section 8. Franchise and Rental Fees.

8.1 **Franchise Fee** - The streets, rights-of-way, and public easements to be used by the Company in the operation of its business within the boundaries of the City as such boundaries now exist and exist from time to time during the term of this Franchise, are valuable public properties acquired and maintained by the City at great expense to its taxpayers, and the City will incur costs to regulate and administer this Franchise. In consideration of such benefits, costs and expenses, the Company shall through the term of this Franchise pay to the City ten percent (10%) of the Company's total gross revenues received from Customers pursuant to this Franchise (exclusive of Sales Tax).

8.1.1 **Fees Paid Monthly** - The franchise fee for all services other than monthly curbside service to Residential Units shall be payable by the Company monthly to the City. Such franchise fee shall be delivered to the City Secretary or successor in function together with a statement indicating the derivation and calculation of such payment. Each such monthly payment shall be due on the 15th day of the month following the calendar month in which the revenues are received by the Company and shall be based upon the Company's gross receipts during that calendar month. As an example, the May 15 payment shall be based upon the Company's gross receipts during the month of April. For purposes of verifying the amount of such fee, the books of the Company shall at all reasonable times be subject to inspection by the duly authorized representatives of the City. Additionally, the Company shall file annually with the City Secretary, no later than four (4) months after the end of the Company's fiscal year, a statement of revenues attributable to the operations of the Company within the City. This statement shall present, in a form prescribed or approved by the Council, a detailed breakdown of gross revenues. This annual statement shall be subject to audit by the City.

The City will bill Residential Units for monthly curbside service and will deduct the ten percent (10%) franchise fee from the rates charged by the Company and collected by the City for monthly curbside service to Residential Units.

8.1.2 No Other Rental Fees - The franchise fee shall be in lieu of any and all other city imposed rentals or compensation or franchise, license, privilege, instrument, occupation, excise or revenue taxes or fees and all other exactions or charges (except ad valorem property taxes, special assessments for local improvements, city sales tax, and such other charges for services imposed uniformly upon persons, firms or corporations then engaged in business within the City) or permits upon or relating to the business, revenue, franchise, installations and systems, fixtures, and other facilities of the Company and all other property of the Company and its activities, or any part thereof, in the City which relate to the operations of the Company pursuant to this Franchise.

8.1.3 Credit for Fees Paid - Should the City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay any such licenses, charges, fees, rentals, easement or franchise taxes or charges.

Section 9. Collection and Disposal Rates.

9.1 Council May Set Rates - The City Council may, from time to time in its discretion, establish the rates and charges, or the maximum rates and charges, for the collection and disposal of Refuse and Waste, whether regular or special collection, within the City.

9.1.1 Contract Rates - The rates charged by the Company for services provided pursuant to this Franchise shall be determined by contract with the Customer and such rates and charges shall not be greater than the rates approved by the City Council from time to time. Such rates are subject to periodic adjustment.

9.1.2 Residential Units. The Residential Unit rate shall be established by the Agreement.

9.1.3 Recycling. The rates for recycling shall be established by the Agreement.

9.2 Special Collection Rates - The charges for special collection and services provided to a Customer pursuant to this Franchise shall be established by contract between the Company and

the Customer, save and except to the extent, if any, provided otherwise in the Agreement. Such rates shall not exceed the maximum rates authorized by the City Council.

9.3 Disposal Costs - The refuse collection charges provided by Sections 9.1 and 9.2 above shall include all disposal costs.

Section 10. Adjustment of Rates. The Company may, at any time and from time to time during the term of this Franchise, submit a written request for an adjustment of the rates, or maximum rates, if any, established by the City for collection and disposal services performed under this Franchise. The City, upon consideration of the circumstances surrounding any such written request, may approve or disapprove the same, and shall provide written notice of such determination to Company.

Section 11. Compliance With Law. The Company shall conduct its operations under this Franchise in compliance with the material provisions of all applicable local, state and federal laws, rules and regulations, this Franchise and the Agreement.

Section 12. Insurance Provided by Company. The Company shall maintain throughout the term of the Franchise property damage coverage, general liability insurance, automobile liability insurance for any vehicles owned or operated by Company, worker compensation and such other insurance as is required by and provided in the Agreement.

12.1.1 Additional Insured - The City shall be an additional insured and the term "owner" and "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and the individual members, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the City;

12.1.2 No City Liability - Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the Company and the City and shall be primary coverage for all losses covered by the policies;

12.1.3 Other Insurance Clause - The policy clause "Other Insurance" shall not apply to the City where the City is an insured on the policy;

12.1.4 No Recourse - Companies issuing the insurance policies shall not have recourse against the City for payment of any premium or assessment.

Section 13. Indemnification and Hold Harmless. The Company agrees to indemnify, defend, and save harmless the city, its agents officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity, arising from the Company's operations and services, or arising from any act of negligence of the Company, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon, and from any and all claims arising from any breach or default on the part of the Company in the

performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Franchise. The City shall promptly notify the Company of any claim or cause of action which may be asserted against the City relating to or covering any matter against which the Company has agreed, as set forth above, to indemnify, defend and save harmless the City. The Company reserves the right, but not the obligation, to employ such attorneys, expert witnesses and consultants as it deems necessary to defend against the claim or cause of action. The Company by and through the City Attorney, may be granted the right to take, in the event the Company and the City are Co-Defendants in a suit, upon express written approval of the City Attorney of the City, total or partial lead responsibility for the defense of any claim or cause of action. In the event that the City is in control, either totally or partially, of such defense, the Company shall pay all expenses incurred by the City in providing the defense. It is understood that it is not the intention of either the City or the Company to create any liability, right, or claim for the benefit of third parties and this Franchise is intended and shall be construed for the sole benefit of the City and the Company.

Section 14. Forfeiture and Termination of Franchise.

14.1 Material Breach - In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of the Company hereunder in the event of a material breach of the terms and conditions hereof. A material breach by Company shall include, but shall not be limited to, the following:

14.1.1 Fees - Failure to pay the fees set out in Section 8.0;

14.1.2 Telephone Listing - Failure to keep and maintain a telephone listing and office or answering service that is available by telephone without long distance charge as provided in the Agreement.

14.1.3 Failure to Provide Services - Failure to materially provide the services provided for in this Franchise;

14.1.4 Misrepresentation - Material misrepresentation of fact in the application for or negotiation of this Franchise; or

14.1.5 Conviction - Conviction of any director, officer, employee, or agent of the Company of the offense of bribery or fraud connected with or resulting from the award of this Franchise.

14.2 Operation Information - Material misrepresentation of fact knowingly made to the City with respect to or regarding Company's operations, management, revenues, services or reports required pursuant to this Franchise.

14.3 Economic Hardship - Company shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

14.4 Forfeiture and Proceedings - Any unwarranted and intentional neglect, failure or refusal of the Company to comply with any material provision of this Franchise within thirty (30) days after written notice from City setting forth the specific provision and noncompliance, said notice to be mailed to Company at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of this Franchise, and the City Council, upon notice to Company and hearing, may, for good cause declare this Franchise forfeited and exclude Company from further use of the streets of the City under this Franchise, and the Company shall thereupon surrender all rights in and under this Franchise.

14.4.1 Proceedings - In order for the City to declare a forfeiture pursuant to Sections 14.1.1, 14.1.2, or 14.3, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If such violation by the Company continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the Council may take under consideration the issue of termination of the Franchise. The City shall cause to be served upon Company, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination and the time and place of the meeting. Notice shall be given of the meeting and issue which the Council is to consider.

14.4.2 Hearing - The Council shall hear and consider the issue, hear any person interested therein, and shall determine whether or not any violation by the Company has occurred.

14.4.3 Forfeiture - If the Council shall determine that the violation by the Company was the fault of Company and within its control, the Council may declare the Franchise forfeited and terminated, or the Council may grant to Company a period of time for compliance.

Section 15. Transfer, Sale or Conveyance by Company. The Company shall not transfer, assign, sell or convey this Franchise without the prior approval of the Council expressed by ordinance; provided that this section shall not apply to vehicles, replacements, maintenance, upgrades or modifications of equipment, machinery, containers and buildings by Company for the purpose of maintaining and continuing its operation within the City. Company shall not contract for another to perform any material part of the services Company is authorized to provide pursuant to this Franchise without the express written approval of the City Council.

Section 16. Foreclosure. Upon the foreclosure or other judicial sale of all or a substantial part of the assets and property of the Company used for and dedicated to providing service pursuant to this Franchise, the Company shall notify the City of such fact, and such notification shall be treated as a notification that a change in control of the Company has taken place and the

provision of this Franchise governing the consent of the Council to such change in control of the Company shall apply. Upon the foreclosure or judicial sale, or the leasing of all or a substantial part, of the property and assets of the Company dedicated to and used for the purposes of providing service pursuant to this Franchise, without the prior approval of Council, the Council may, upon hearing and notice, terminate this Franchise.

Section 17. Receivership and Bankruptcy.

17.1 Cancellation Option - The Council shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, other action or proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, unless:

17.1.1 Trustee Compliance - Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; or

17.1.2 Trustee Agreement - Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Company.

Section 18. Retention of City Police Powers. The City retains and reserves all of its police powers and the rights, privileges, and immunities that it now has under the law to regulate, patrol and police the streets and public ways within the City, and the granting of this Franchise shall in no way interfere with the improvements to, or maintenance of, any street, alley or public way, and the rights of the City to use said streets, alleys and public ways.

Section 19. Amendments Of City Ordinances and Regulations. The City reserves the right and power, pursuant to its police power, after due notice to Company, to modify, amend, alter, change or eliminate any rules, regulations, fees, charges and rates of the City, and to impose such additional conditions, that are not inconsistent with the rights granted by this Franchise, upon the Company and all persons, firms or entities of the same class as the Company, as may be reasonably necessary in the discretion of the City Council to preserve and protect the public, health, safety and welfare and/or insure adequate service to the public.

Section 20. Taxes. The Company shall promptly pay all lawful ad valorem taxes, levies and assessments, if any, that are imposed upon the Company. Absent an administrative or judicial challenge, or appeal, the failure to pay any such tax, levy or assessment shall be a breach of this Franchise.

Section 21. Acceptance By Company. Within thirty (30) days after the passage of this Franchise, the Company shall file with the City its acceptance of the terms and provisions of this

Franchise. The acceptance shall be in writing on the Company's letterhead and provide as follows:

City of Kyle
100 W. Center St.
P.O. Box 40
Kyle, Texas 78640-0040

ATTENTION: City Secretary

Texas Disposal Systems, Inc. (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the franchise to operate and provide recycling, refuse and waste collection and disposal services within the City as said franchise is set forth and provided in Ordinance No. 641 (the "Ordinance"). The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Franchise.

Texas Disposal Systems, Inc.

By: 

Name: Rick Fraumann

Title: Director of Sales & Customer Care

Section 22. Public Necessity. The Council hereby finds and declares that the public welfare, convenience and necessity require the service which is to be furnished by the Company.

Section 23. Affirmative Action by Company.

23.1 Applicable Law - Company shall adhere to affirmative action practices within the City and Company shall adhere to all federal, state and local rules and laws pertaining to discrimination, equal employment and affirmative action.

23.1.1 Equal Employment - Company shall provide equal employment opportunity to minorities, women and the disabled at all levels and in all phases of operation. In addition, the Company shall promulgate an affirmative action policy which shall cover, in addition to employment, training, purchasing, and the employment of subcontractors. Company shall establish affirmative action goals and timetables to achieve its affirmative action policies. These goals shall reflect the percentage of minorities, women and disabled within the City.

23.1.2 **Plan and Policy** - Company shall at all times provide the City with a copy of its current affirmative action policy and its affirmative action goals and timetables.

23.1.3 **Compliance** - Company shall make all reasonable efforts to comply with its affirmative action commitments.

Section 24. Severability. If any section, paragraph, subdivision, clause, part or provision hereof shall be adjudged invalid or unconstitutional the same shall not affect the validity hereof as a whole or any part or provision other than the part or parts held invalid or unconstitutional.

Section 25. Captions and Headings. The use of captions or headings for the various sections of this Ordinance are for convenience of parties only and do not reflect the intent of the parties. The rule of interpretation to resolve ambiguities in a contract against the party drafting such contract shall not apply to this Franchise.

Section 26. No Suspension of Laws. All provisions of the ordinances of the City as now existing or as may be amended from time to time and all provisions of the statutes of the State of Texas applicable to general law cities shall be a part of this Franchise as fully as if the same had been expressly stated herein, and said City retains and may exercise all of the governmental and police powers and all other rights and powers not directly inconsistent with the terms, conditions and provisions of this Franchise.

Section 27. Peaceful Enjoyment. From and after the effective date of this ordinance, the City and the Company shall be and are hereby authorized and entitled to act in reliance upon the terms, conditions and provisions of this Franchise and, subject thereto, the Company shall collect rates for service, operate and conduct its business and work within the City, and enjoy the benefits and privileges of this Franchise during the term hereof; provided that Company shall fully comply with the terms, provisions and conditions of the Agreement and the City shall provide oversight and supervision of such contract performance..

Section 28. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was passed was held after a public hearing on the subject of this Franchise, and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 29. Conflict with Agreement. In the event of a conflict between any term, provision or condition of Section 4 or Section 9 of this Franchise and the Agreement, the terms, provisions and conditions of the Agreement shall govern and control to the fullest extent the same are not inconsistent with applicable law. The grant of this non-exclusive Franchise shall not be deemed to conflict with the provisions of the Agreement providing the Agreement is an exclusive contract for services. State law authorizes the Agreement to be an exclusive contract for services. Save and except as provided above in this Section 29, this Franchise and the

Agreement shall be read in a manner to give effect to both if the conflict is not clear, and if the conflict is clear the terms, provisions and conditions of this Franchise shall govern and control.

Section 30. Endorsements and Records. The City Secretary is directed to make endorsements as appropriate over her/his official hand and the seal of the City on the form provided at the conclusion of this Franchise, for the public record and convenience of the citizens, of the date upon which this Franchise is finally passed and adopted and, if the Company accepts the Franchise, the date of such acceptance.

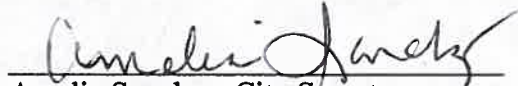
PASSED AND APPROVED on the 4th day of January, 2011.

City of Kyle



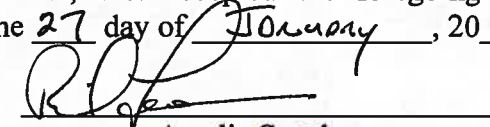
Lucy Johnson, Mayor

ATTEST:



Amelia Sanchez, City Secretary

Texas Disposal Systems, Inc. accepted the foregoing Franchise by written instrument filed on the 27 day of January, 2011.



Amelia Sanchez
City Secretary

Rick Froumann
Director of TDCS

**Agreement for Solid Waste and Refuse
Collection and Disposal Services**

This Agreement for Solid Waste and Refuse Collection and Disposal Services ("Agreement") is made, entered into, and effective as of the 27 day of January, 2011 ("Effective Date"), by and between the City of Kyle, a Texas home-rule municipal corporation ("City"), and Texas Disposal Systems, Inc, ("Contractor").

WITNESSETH:

Whereas, Contractor has provided good solid waste and refuse collection and disposal services within the City since 1997 at competitive prices and rates;

Whereas, Contractor desires to renew and extend the franchise and contract for services, and to continue providing solid waste and refuse collection and disposal service within the City under the franchise and pursuant to this Agreement;

Whereas, the Council finds this Agreement is in the best interest of the public and provides for good and acceptable services within the City at reasonable costs; and

Whereas, the award, grant and renewal of this Agreement is authorized by State law, and by the franchise granted to Contractor in compliance with the City Charter;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor has been granted a non-exclusive franchise and license to use the City streets and public right-of-ways to provide refuse and waste collection and disposal services authorized pursuant to this Agreement. The Contractor is also granted a contract to provide recycling and disposal services.
2. The Contractor is hereby granted the sole and exclusive contract by the

- City for the collection and disposal of solid waste and refuse within the territorial jurisdiction of the City, and the Contractor shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary and useful to provide refuse collection, removal and disposal services for all residential and commercial customers as specified, and to perform all of the work called for and described in the Contract Documents.
3. The Contract Documents shall consist of and include the following documents, and this Contract does hereby expressly incorporate the same herein as if set forth verbatim in this Contract:
 - a. The General Specifications, Terms, Conditions and Requirements for Solid Waste Collection and Disposal Services, attached hereto and incorporated herein for all purposes as Exhibit "A";
 - b. Attachment 1, Attachment 2 and Attachment 3 to Exhibit "A";
 - c. The Resolution authorizing and approving this Agreement;
 - d. Certificates of Insurance; and
 - e. Written addenda and amendments to the foregoing documents agreed to by the Contractor and approved by the City Council.
 4. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
 5. This Agreement is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect

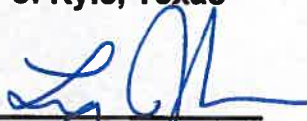
throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.

- b. The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, strike, fire, accident, act of God, or similar or different contingency beyond the reasonable control of the Contractor; provided that Contractor shall act in a prompt and timely manner to cure any such impediment or failure to perform .
- c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then, such provisions or portion shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion thereof within the Contract Document; provided that, if Contractor seeks to invalidate or void any term or provision of this Agreement, this Agreement shall, at the sole discretion of the City, be terminated and become null and void.
- d. The Contractor shall pay a license, permit and franchise fee to the City equal to ten percent (10%) of its gross revenues within the City, during the initial and any extended term of this Contract as provided in the Franchise.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, we, the contracting parties, by our fully authorized agents,
hereto affix our signatures and seals at Kyle, Texas, to be effective as of the 27 day of
January, 2011.

City of Kyle, Texas

By: 
Name: Lucy Johnson
Title: Mayor

Texas Disposal Systems, Inc.

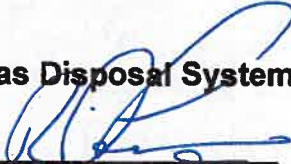
By: 
Name: Rick Johnson
Title: Director of SPII

EXHIBIT "A"

General Specifications, Terms, Conditions and Requirements for Solid Waste Collection and Disposal Services

GRANT. The Contractor is hereby granted the sole and exclusive right and privilege to use the public streets, alleys and thoroughfares within the territorial jurisdiction of the City to collect and dispose of solid waste and refuse, and Contractor shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary to provide Residential and Commercial refuse collection, removal and disposal, as specified, and to perform all work called for and described in the Contract Documents. Contractor is further authorized to provide recycling and composting services.

This Exhibit "A" includes the following sections:

- 1.0 Background
- 2.0 Definitions
- 3.0 Effective Date
- 4.0 Term and Termination
 - 4.01 Term
 - 4.02 Commencement of Service
- 5.0 Scope and Nature of Services
 - 5.01 Acceptable Waste Collection
 - 5.01.1 Mandatory Pickup
 - 5.01.2 Service Provided
 - 5.01.3 Accessibility
 - 5.02 Bulky Waste Collection
 - 5.02.1 Service
 - 5.03 Recycling
 - 5.03.1 Curbside Pick-up Authorization
- 5.04 Residential and Multi-Family Single Stream Collection
 - 5.04.1 Compost Services
- 5.05 Other Service
 - 5.05.1 Bin-annual City Clean-Ups
 - 5.05.3 Municipal Facilities
- 6.0 Collection Operations
 - 6.01 Hours of Operation
 - 6.02 Routes of Collection
 - 6.03 Holidays
 - 6.04 Contractor's Office
 - 6.05 Complaint Procedures and Missed Pick-Ups
 - 6.05.1 Complaint Handling By Contractor
 - 6.05.2 Missed Collections
 - 6.05.3 Penalties
 - 6.05.4 Non-Compliance Penalties
 - 6.06 Responsibility for Costs
 - 6.07 Ownership of Equipment

- 6.08 Vehicles & Equipment
- 6.09 Loading and Transportation
- 6.10 Employee's Conduct
- 6.11 Permits
- 6.12 Agreement Management/Administration
- 6.13 Point of Contact
- 6.14 Disposal
- 7.0 Employee Relations
- 7.01 Equal Opportunity
- 7.02 Personnel
- 8.0 Indemnification
- 9.0 Insurance
- 9.01 Insurance Requirements
- 10.0 License and Taxes
- 11.0 Compliance with the Law
- 12.0 Ownership
- 13.0 Records & Reporting
- 14.0 Basis and Method of Payment
- 14.01 Contractor's Compensation
- 14.01.1 Initial Rate
- 14.01.2 Adjustments to Compensation
- 14.02 Billing & Payment Process
- 14.03 New Accounts
- 14.04 Delinquent and Closed Accounts
- 15.0 Default
- 15.01 Termination on Default
- 15.02 Franchise Termination
- 16.0 Transferability of Contract
- 16.01 Assignment
- 17.0 Expansion of Agreement Area
- 18.0 Force Majeure: Emergency Service Provisions
- 19.0 Severability
- 20.0 Modification; Waiver
- 21.0 Miscellaneous
- 21.01 Governing Law
- 21.02 Notices
- 21.03 Subject to Franchise
- 21.04 Discretionary Termination

1.0 BACKGROUND

1. City and Contractor have negotiated and agreed on the terms and conditions set out herein, and Contractor will provide City with the scope of services outlined below in Section 5 in compliance with the terms, conditions and provisions provided herein.
2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and there will be no amendment to the Agreement except upon the written consent of both parties, which consent shall not be unreasonably withheld.
3. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such written amendment document.

4. The Agreement is entered into subject to the following conditions:

- a. The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified herein, and required by the contract documents.
- b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulations, strike, fire, accident, Act of God or other similar event beyond the reasonable control of the Contractor; provided Contractor shall cure such non-performance in a timely and prompt manner upon resolution of such intervening event.
- c. The invalidity or inability to enforce any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the contract documents.
- d. Contractor certifies that it does business as a Corporation, organized under the laws of the State of Texas.
- e. This Agreement shall supersede a Contract between the City and Contractor dated upon the effective date of this Agreement.
- f. Contractor's timely and efficient performance of each of the duties and responsibilities of the Contractor pursuant to the Contract Documents.
- g. Contractor shall pay City the fees provided in the Franchise. Contractor shall pay the franchise fee to the City monthly on all revenues received directly by Contractor in the preceding month; provided the City will withhold the franchise fee from the monthly fee rate established for Residential Units in Attachment 2 as such fees are billed and collected by the City.

2.0 **DEFINITIONS.** When used in this Exhibit "A" the following words, terms and phrases shall have the meaning given in this Section 2.0 unless the context clearly indicates a different meaning. Such words, terms and phrases shall have such meanings regardless of capitalization.

Acceptable Container – Carts or containers provided by Contractor.

Acceptable Waste- Waste produced at a residential or commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps or other wastes prohibited in a municipal solid waste landfill.

Agreement – means the Agreement for Solid Waste and Refuse Collection and Disposal Services.

Agreement Area - The area within the bounds of the City at the date of this Agreement and any other areas that may be incorporated by the City during the term of this Agreement.

Container (Commercial/Industrial) - Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units. No less than two (2) cubic yards nor larger than ten (10) cubic yards.

Building Material - Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.

Bulky Waste -Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.

Bundle – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four feet in length or 50 pounds in weight.

Carts - A rubber-wheeled receptacle with a capacity not to exceed ninety six (96) gallon capacity; constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting secure lids capable of preventing entrance into the container of small animals. The weight of the cart and its contents shall not exceed one hundred twenty-five (125) pounds. Carts will be provided with ownership retained by Contractor, as required by the Contract.

City - The City of Kyle, Hays County, Texas.

Collection - The practice of picking up municipal solid waste using carts and containers with vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).

Commercial Refuse - All garbage generated by a producer at a commercial unit.

Commercial Unit - All commercial building or premises, locations or business, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash or Refuse may be generated, having a physical address within the corporate limits of the City, all customers and accounts that are not a Residential Unit.

Commercial Hand Collect Unit - A retail or light commercial type of business which generally generates no more than one (1) cubic yard of Refuse per week.

Commodity - Material that can be sold in a spot or future market for processing and use or refuse.

Complaint - A communication from a customer to Contractor or City concerning service, which upon investigation by the Contractor or the City, is determined to be correct and shall prompt some action by the Contractor or the City.

Compost – green waste, yard waste, soiled paper, tree limbs no longer than 4 feet.

Construction Debris Waste - Waste building materials resulting from construction, remodeling, repair or demolition operations.

Construction Site - Any location, lot, site or area in the City upon which building, remodeling or construction is being performed.

Contract Year – Each 365 or 366 day period during the term hereof commencing upon the Effective Date of the agreement and each anniversary thereafter and ending the penultimate day prior to the next such anniversary date.

Contractor – Texas Disposal Systems, Inc.

Customer - An occupant of a Residential Unit or Commercial Unit who generates refuse.

Dead Animals - Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container, must be disposed of separate from this contract.

Disposal Site - A refuse depository licensed and permitted by the State of Texas selected for use by Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of refuse, garbage, bulky waste, brush, construction debris, dead animals and commercial and institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Effective Date – April 1, 2011.

Garbage - Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

Household Waste - Any waste produced at a Residential Unit, such as paper, sweepings, dust rags, bottles, cans or other Garbage, which is usually attendant to housekeeping, but not including Hazardous Waste.

Industrial Refuse - All non-hazardous waste materials that are a by-product or generated from a manufacturing process.

Industrial Unit - All manufacturing customers whose solid wastes are (i) compacted by industrial sized compactors and stored in forty (40) cubic yard (minimum) containers for hauling to the disposal site, or (ii) processed by dust collection units and stored in forty (40) cubic yard (minimum) containers for hauling to the disposal site or (iii) collected for disposal with a frequency or more than one time per week in forty (40) cubic yard containers, having a physical address in the City and not a Residential or Commercial Unit.

Landfill - A sanitary landfill of the Contractor's selection permitted by the State of Texas, that is operated and maintained in compliance with the applicable law.

Municipal Solid Waste - All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings and Christmas trees), discarded Appliances, Home Furniture and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

Multi-Family Dwelling - Any single structure occupied by more than two families. The owners of two or more such dwellings on contiguous lots may, at their one time option, have such dwellings considered residential dwellings with each occupant establishing an account with the City of Kyle and being responsible for payment of the monthly Residential fee or have such dwellings considered Commercial accounts with services provided under terms and conditions of the Commercial Solid Waste Collection and Disposal Ordinance.

Premises - All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.

Producer - An occupant of a Commercial, Industrial or Residential unit that generates Refuse.

Recycling - "Recycle" or Recycling" means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products. Includes green, brown and clear glass; plastics #1-#7; aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junkmail, magazines, and office paper.

Refuse - This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by residential, commercial or industrial units, unless the context otherwise requires.

Residential Refuse - All garbage and rubbish generated by a producer at a Residential Unit.

Residential Unit - A dwelling within the agreement area occupied by a person or a group of persons comprised of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether single or multi-level construction whether single family, duplexes, triplexes and fourplexes are included and shall be treated as a Residential Unit, except that each single-family dwelling within such Residential Unit shall be separately billed and provided Residential cart collection service as a Residential Unit.

Roll Off - A unit varying in capacity between fourteen (14) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, industrial waste, refuse or yard waste. The unit may or may not be of the open or enclosed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.

Rubbish - Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance, and any and all other waste materials which will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit) or not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.

Special Materials Waste - Any waste defined on "Attachment 1" hereto and made a part hereof.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, livestock or poultry.

Utility - A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of this proposal, a utility as defined above, shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.

White Goods - Appliances: Stoves, water tanks, washing machines, dryers, refrigerators, air conditioners, sinks, toilets, and like items. Refrigerators and air conditioners must

Item # 1

have their Freon removed by a certified technician and be properly tagged before they can be picked-up. The Contractor is not required to pick-up bathtubs, shower stalls and like items. Furniture: Couches, beds, mattresses, loveseats, tables, chairs, TV's, lamps, microwaves, etc.

Yard Waste - Grass clippings, leaves, brush and shrubbery trimmings.

3.0 EFFECTIVE DATE

This Agreement shall be effective upon the Effective Date, and performance of such Agreement shall begin on the 1st day of April, 2011.

4.0 TERMS AND TERMINATION

4.01 Term

The initial term of this agreement begins on April 1, 2011, will terminate on March 31, 2021; provided the term of this Contract shall terminate automatically in the event of, and upon, the termination of the franchise. Further, the termination of this Agreement will automatically terminate the Franchise.

4.02 Commencement of Service Contractor will begin to provide services pursuant to this Contract on April 1, 2011.

5.0 SCOPE AND NATURE OF SERVICE This agreement grants the Contractor herein the exclusive, sole right and contract to provide refuse and solid waste collection and disposal services within the City, to maintain the service of providing collection and to deliver for disposal of all acceptable residential and commercial waste, garbage, trash and any and all other Refuse (as herein defined and as defined by the Municipal Solid Waste Management Regulations, any future amendments thereto or by Municipal Ordinance present or future) accumulated on premises within the corporate limits of agreement area of the City where such collection is or may be required by the City. The Contractor shall, at its own expense, furnish all personnel, property and equipment sufficient to accomplish work hereinafter described. The Contractor shall establish and maintain in an efficient and businesslike manner such routes and special schedules as may be necessary to fulfill the Refuse service requirements contained in the ordinances and regulations of the City, and any future amendments and further provisions of this agreement. The Contractor shall also provide recycling and composting services as provided in this Agreement.

5.01 Acceptable Waste Collection

5.01.1 Mandatory Pickup

1. It is understood the state health and safety code mandates subscription to refuse service under the terms, conditions and special provisions prescribed. Contractor shall provide services pursuant to this Agreement in compliance with that code and this Agreement.
2. The Contractor shall provide not less than acceptable waste collection service to each occupied residential and commercial unit, utilizing acceptable containers, in the agreement area. Each occupied residence and commercial unit within the agreement area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this contract. The City shall, when requested, furnish the Contractor with a list of all City customers located within the agreement area.

Collection of refuse, garbage and trash meeting acceptable waste specifications, which for purposes of this Agreement shall mean that all residential units shall make use of the curbside collection service that is currently in existence within the agreement area.

5.01.2 Service Provided

1. Contractor shall provide curbside collection service for the collection of residential Refuse to each Residential Unit one (1) time per week, with a semi-automated or automated collection system utilizing a ninety-six (96) gallon cart as provided by Contractor, according to this Agreement. Contractor will pick up the contents of the trash cart on each service day. The contents must be contained in the cart. If the residential unit generates additional bags or bundles, there will be an additional charge for each 30-gallon bag or bundle that overflows a closed Cart. The extra bag/bundle charge is listed in Attachment "2". The Contractor will furnish to the City extra bag tags for sale to customers. Bulky waste, bundles and acceptable containers shall be placed at curbside by 7:00 A.M. on the designated collection day, but no earlier than the evening before the regularly scheduled collection. Contractor shall place empty container(s) in the same location it was placed by the resident for collection. Contractor shall further provide the services to Residential Units as provided in "Attachment 2", for and in consideration of the authorized monthly rate.
2. The contractor shall provide for the special collection or hauling from Residential Units of Bulky Waste, Construction Debris and Stable Matter. Excluding services, and bulky waste and materials to be collected by Contractor, pursuant to "Attachment 2", Contractor shall provide special services to Residential Units upon terms, conditions, schedules and rates agreed by the Contractor and the City from time to time. Also, the Contractor may provide for the special collection of Dead Animals over ten (10) pounds at Residential or Commercial Units. When provided, the services described in this Section 5.01.2 shall be billed directly to the Customer by the Contractor.
3. Contractor agrees to collect all municipal solid waste utilizing containers, equipment and vehicles of safe design, solid construction, sanitary condition, good repair and a clean appearance. Contractor agrees to provide clearly visible identity and Contractor's telephone number on each vehicle.

5.01.3 Accessibility

1. All Acceptable Containers shall be readily accessible to the Contractor's crew and not blocked. Unless there are unique circumstances approved by the City, Acceptable Containers shall be placed at or within five (5) feet of the curbside, which refers to that portion of a road or right-of-way or in the alley for those areas agreed to by the City and Contractor. Acceptable containers, bulky waste and bundles shall be placed as close to roadway as practicable or within five (5) feet of roadway without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bulky waste and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bulky waste or bundle not so placed. After loading, Contractor shall clean-up spillage caused by Contractor's operations within five (5) feet of the area where the Container was placed.
2. Contractor shall make arrangements to provide special collection for those individuals with demonstrated disabilities requiring "at door collection." To qualify for "door collection" the occupant of the Residential Unit shall present Contractor with medical evidence of his or her

inability to bring the Acceptable Container to the curb. Employees of Contractor shall not be required to expose themselves to vicious animals in order to collect Refuse.

3. Contractor shall provide for the special collection from residential and commercial units, construction debris, stable matter and brush over five (5) cubic yards. Also, the Contractor may from time to time provide for the special collection of dead animals at Residential Units at its sole discretion and upon terms and conditions, as Contractor shall specify.

5.02 Bulky Waste Collection

5.02.1 Service

1. Contractor shall provide for the collection or hauling from Residential Units of Bulky Waste, Construction Debris and Stable Matter. Also, Contractor may provide for the special collection of Dead Animals over (10) pounds at Residential or Commercial Units at its sole discretion and upon such terms as Contractor shall specify.
2. Tires shall not be accepted for collection as a bulky waste without special preparation. All tires must be quartered or shredded prior to being accepted for regular collection or they will not be picked-up.

5.03 Recycling

5.03.1 Curbside Pick-up Authorization

1. Contractor will provide recycling collection services to all residential customers within the City for the following:

green, brown and clear glass; plastics #1-#7; aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junkmail, magazines, and office paper, and other materials for which a recycling market may exist and which the parties hereto agree to include in the recycling program, one (1) time every other week. Contractor shall provide and distribute containers for recyclable materials that are suitable for storage and curbside pickup.

2. The Contractor will schedule and conduct ongoing recycling education programs to inform and educate City residents about the city's recycling program. Contractor will publish annually advertisements or articles in the Kyle Free Press regarding solid waste collection schedule, recycling information, and other educational materials regarding solid waste collection and recycling in a minimum one-fourth page advertisement or article. Contractor will provide to the City an annual recycling and solid waste report for the city put on their website to inform the residents regarding the prior year's collection activities within the city. The Contractor will provide each residential customer within the City with a separate ninety-six 96gallon cart for recyclable items, at no cost to the City or the customers.
3. The Contractor will be responsible for marketing the collection of recyclable materials. The Contractor may discontinue the collection of recyclable materials only with the approval of the City Council.

4. The Contractor will pick up recyclable materials one time every other week unless both parties agree on changes in frequency.

5.04 Residential and Multi-Family Single Stream Collection

The Contractor will have the right to add or delete material types from time to time based upon the commercial markets for the materials; provided ninety (90) days advance written notice is given to the City Manager. Customers will not be required to separate materials by type prior to collection. All Recyclable Materials collected by the Contractor will become its property. Such Recyclable Material shall not be comingled with Municipal Solid Waste by the Contractor. Notwithstanding, the Contractor shall not discard any portion of the collected single stream recyclables unless they make up a de minimus amount included within the non-recyclable residual remaining after being sorted through a recyclables sorting system. Unauthorized disposal of Recyclable Materials, which were collected as Recyclable Materials, is strictly prohibited.

5.04.1 Compost Services

Contractor will provide curbside compost service to all the residential customers within the City for the following: Yard waste, grass clippings, soiled paper, brush and tree limbs no longer than 4 feet and green waste and other materials for which a market may exist and which the parties hereto agree to include in the compost program, once every other week.

5.05 Other Service

Contractor shall provide one (1) curbside bulky or brush waste collection per year to each residential customer upon customer request. Additional collections would be available at a cost of \$25 per pick up for 3 cubic yards. Contractor agrees to pick up mattresses and large appliances such as washers, dryers, refrigerators, and furniture as part of bulky waste pick-up.

1. Service Provider is not required to pick up refrigerators unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.
2. Each collection, whether free or not, will restrict the volume collected to 3 cubic yards per Residential Unit. Construction debris generated from commercial remodel and demolition is excluded.
3. Yard Waste must be bundled and tied and cut into 4' lengths not to exceed 25 pounds per bundle.
4. Scheduled collection will be on the basis of advance customer calls to Contractor. The cost for the free one-time per year collection is included in the cost per month per Residential Unit for basic residential service as listed in "Attachment 2".

5.05.1 Municipal Facilities

Contractor shall provide carts or commercial type dumpster(s) for collection, disposal and recycling of the City's facilities, at no charge, to the City for Refuse generated by the City. The City facilities will be collected on a regular collection schedule and frequency as follows:

| | |
|------------------------------------|-----------------|
| City Hall | 1 time per week |
| Library | 1 time per week |
| Train Depot | 1 time per week |
| Police Dept. | 1 time per week |
| Public Works Annex (103 S. Front) | 1 time per week |
| Senior Center | 1 time per week |
| Swimming Pool | 1 time per week |
| City Maintenance Shop/Public Works | 1 time per week |
| All Park Dumpsters | 1 time per week |
| Public Works Building | 1 time per week |

And other facilities as may be added from time to time.

6.0 COLLECTION OPERATIONS

6.01 Hours of Operation

Residential collection of refuse shall be made between 7:00 A.M. and 7:00 P.M. Commercial collection of refuse shall be made between 5:00 A.M. to 11:00 P.M. Exceptions to collection hours shall be effected only upon mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection due to unusual circumstances and notifies and receives approval from the City. No collection shall be made on Sunday.

6.02 Routes of Collection

1. Residential or commercial unit collection routes for municipal solid waste shall be established by the Contractor. Contractor shall submit a map designating the collection routes for municipal solid waste and container locations on an annual basis, unless requested more frequently by the City for their approval, which approval shall not be unreasonably withheld. The Contractor shall publish at its own expense at least once during each calendar year, a map of such collection routes for municipal solid waste in the newspapers published in the immediate area. The published map shall be of such size to clearly show all pertinent information.
2. The Contractor may from time to time propose to the City for approval, changes in routes to collection affecting residential and commercial units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor shall promptly provide written or published notice to the affected residential and commercial units.

6.03 Holidays

The following shall be Holidays for purposes of the Contract.

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection services on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at residential and commercial units where Contractor observes Holidays.

Contractor shall be responsible for notice to the City and customers, through letter or advertisement when Holidays will effect any regular scheduled collection day. Contractor shall be responsible for providing make-up collection for residential or commercial units collection routes that occur on specified Holidays. Make-up days shall be the next business day following the Holiday.

6.04 Contractor's Office

Contractor's office shall be in operation between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding Holidays, noted herein, and on Saturday between 8:00 am and 12:00 p.m., if collection service is provided on that day. It shall be equipped with sufficient telephones and shall have responsible personnel in charge during regular business hours. The telephone services shall be a local or toll-free call for all customers within the City. The Contractor shall provide a telephone response machine with a recording, which shall be in operation at all times when the telephones are not attended.

6.05 Complaint Procedures and Missed Pick-Ups

6.05.1 Complaint Handling By Contractor

1. The Contractor, at a minimum, shall receive and log all calls or reports from citizens regarding complaints or problems and provide copies of all complaints and logs to the City via facsimile or e-mail by the end of each week. The City shall log all complaints and refer complaints it receives to Contractor via facsimile or e-mail by the end of each business day. Contractor shall investigate and respond to all complaints it receives directly or from the City within twenty-four (24) hours from the time the complaint is received on regular business days (Monday through Friday). Notwithstanding anything stated herein to the contrary, all missed pick-ups of customer's Refuse shall be treated in a manner as hereinafter set out.
2. Contractor shall notify all Producers at residential and commercial units about complaint procedures, rates, regulations, and days scheduled for Refuse collection.
3. Where the owner or occupant of any unit is maintaining improper or inadequate Refuse Containers, according to this agreement, or is otherwise in violation of this agreement with respect to the location of Refuse Containers, or the nature, volume or weight of Refuse

removed from the premises, Contractor shall be entitled to refrain from collecting all or any portion of the refuse in an improper or improperly located Refuse Container provided, however, the Contractor notifies the City and the owner or occupant thereof within twenty-four (24) hours after the Contractor discovers the improper or improperly located Refuse Container and states within the notice the reason for the non-collection. Failure by the Contractor to notify the City or the owner or occupant of the improper or improperly located Refuse Container shall entitle the City to treat Contractor's non-collection in a manner as hereinafter set forth for missed collections. The City, however, shall be entitled, at any time it deems proper in its sole discretion, to order the Contractor to collect the refuse by issuing a collection order to the Contractor to collect refuse from improper or improperly located Refuse Containers.

4. Contractor will replace damaged and unusable carts within five business days after notice.

6.05.2 Missed Collections

Any missed collection shall be picked-up by the Contractor within two (2) business days of the regular pick-up day for such owner or occupant or when ordered by the City, at no cost to the City or the Customer.

6.05.3 Penalties

The City's payment to the Contractor may be reduced as follows:

1. Customer complaints, such as calls for missed pick-ups, will be directed to the Contractor for resolution. Contractor shall resolve those complaints as appropriate with the Customer. If the Contractor is unable to resolve a customer complaint within 2 business days notice from the City Manager, or his designee, the Contractor will be subject to a fee in the amount of one half month's garbage collection charge to the complaining customer as liquidated damages resulting from the contractor's failure to resolve such complaint which will be deducted from the next payment due to the Contractor.
2. Three times the cost incurred by the City to clean up litter or fluids or repair street damage resulting from collection activities.

6.05.4 Non-Compliance Penalties

In the event either party shall fail to perform any of the terms, conditions, or covenants of this Agreement, except for penalties which shall be enforced under the provisions set forth above, the non-defaulting party shall notify the defaulting party in writing of the default, save and except penalties which shall be handled under the provisions above, and the defaulting party shall have no longer than thirty (30) days in which to cure the default. In the event the defaulting party does not cure the default within thirty (30) days, then both parties shall meet in the first regularly scheduled City Council meeting, the defaulting and non-defaulting parties shall examine and discuss the default or non-compliance and causes for failure to cure by the defaulting party or to comply with this agreement by the defaulting party. The parties shall attempt an amicable resolution to the default satisfactory to both parties. In the event the default or non-compliance cannot be resolved between the parties during the City Council meeting, then in such event, the non-defaulting party shall be entitled to furnish notice of termination of this agreement to the defaulting party and this agreement shall terminate sixty (60) days after the termination notice. The non-defaulting party shall further be entitled to enforce this agreement and seek all remedies

in law and equity for the default or non-compliance against the defaulting party which shall be cumulative to the termination.

6.06 Responsibility for Costs

The Contractor shall furnish, at the Contractor's cost, all labor, materials, property, and equipment, including equipment replacement when necessary, to fulfill the scope of services under this Agreement.

6.07 Ownership of Equipment

All vehicles, facilities, equipment and property used in the performance of this Agreement shall be wholly owned, leased or subcontracted by Contractor.

6.08 Vehicles & Equipment

1. Residential units collection service will be provided by using rear or side load, sealed trucks, not to exceed thirty-two (32) cubic yard capacity (body excluding hopper). Such vehicles shall not be allowed to leak or scatter any waste within the corporate limits of the City, nor while en route to the disposal site, where such accumulation shall be dumped. Contractor will clean-up leakage and spills within 24 hours.
2. Commercial unit collection service will be provided by using front load, sealed trucks, not to exceed thirty-two (32) cubic yard capacity (body excluding hopper). Such vehicles shall not be allowed to leak or scatter any waste within the corporate limits of the City, nor while en route to the disposal site, where such accumulation shall be dumped.
3. Collection vehicles shall have the Contractor's name, telephone number, and the number of the vehicle painted in letters of contrasting color, at least two (2) inches high, on each side of each vehicle, and the number painted on the rear. In the event the City shall at any time require, the Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two (2) inches in height. No advertising shall be permitted on vehicles from any third party companies.
4. Contractor shall submit a list of collection equipment to be used to collect solid waste within the corporate limits of the City and all collection equipment shall be maintained in a first class, safe and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventive maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to the City. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

6.09 Loading and Transportation

1. Care shall be taken in the loading and transportation of waste so that none of the material is left either on private property or on the streets or alleys. All Refuse transported by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are reasonably prevented. Each vehicle shall be equipped with a cover to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading

operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse; however, if Refuse is scattered from Contractor's vehicle for any reason, it will be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose. Any unauthorized significant amount of material covered by this Agreement left on private property or on street or alleys by the Contractor shall be cleaned up within twenty-four (24) hours, however, in no event later than the following day, upon notice from the City or by the customer. (See Section 6.04.3, Penalties.)

2. The Contractor shall not be responsible and is not required to pick up materials left for collection other than as specified in this Agreement. The Contractor shall not be responsible for scattered Refuse unless the same has been caused by its act or those of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location to the City staff and the residential and commercial units, which continue to set out such materials improperly, so that proper notice can be given to the customer at the premises to properly contain Refuse. Should such spillage continue to occur, City shall require the customer and Contractor to provide for an extra pick-up collection, and the Contractor shall be compensated for such additional services. All drivers utilized by the Contractor for solid waste collection within the City shall be required to observe all safety laws, including, but not limited to, compliance with all speed limit and traffic control signs. All drivers shall observe proper operation of collection vehicles in starting and stopping of such vehicles in order to avoid damage to City streets. (See Section 6.04.3, Penalties.)
3. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection. In any case, where the owner or tenants have animals at large, the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.10 Employee's Conduct

The Contractor shall require all employees to be courteous at all times, not to use loud or profane language and to do their work as quietly as possible.

6.11 Permits

The Contractor shall take out and pay for any permits required by competent regulatory authority or any other governmental authority which may be required.

6.12 Agreement Management/Administration

The work included in this Agreement shall be under the administration of the City's designated duly authorized representative. The Contractor shall furnish City's representatives with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the Agreement. City may appoint qualified persons to inspect Contractor's operation and equipment at any reasonable time, and Contractor shall admit those persons to make such inspections at any reasonable time and place.

6.13 Point of Contact

All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager's office, or whomever the City designates as the contact and by the City to TDS.

6.14 Disposal

Contractor shall deliver all collected municipal solid waste to the designated Texas Type I permitted disposal facility and/or processing facility designated by Contractor. The charge for disposal shall be included in the rates set forth for the residential and commercial units serviced by the Contractor.

Contractor warrants that all disposal of collected City solid waste in the landfill, granted under the terms of this Agreement, shall be in complete accord with all applicable federal, state and local laws and regulations now in effect or subsequently adopted governing the use of the landfill, including, but not limited to, the Environmental Protection Agency's (EPA) regulations relative to solid waste and waste treatment and disposal.

7.0. EMPLOYEE RELATIONS

7.01 Equal Opportunity

All contracts awarded by the City are subject to provisions of State and Federal laws to include the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, disability or age. The Contractor will ensure that applicants are employed and the employees are treated during employment without regard to their race, color, sex, religion, national origin, disability or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer requirement of advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal government setting forth the requirements of these nondiscrimination provisions. Contractor will comply with the ADA and regulations promulgated pursuant thereto regarding qualified individuals with a disability.
2. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin or age.
3. The Contractor will to the extent practicable, utilize minority-owned and women-owned, businesses in purchases and contracts initiated after the Effective Date of this Agreement in compliance with any Minority Business Enterprise policy adopted by the City.

7.02 Personnel

All personnel shall be competent and skilled in the performance of the work to which they are assigned. Contractor shall establish and maintain criteria for the hiring and performance of its personnel to monitor the competency and skill of its employees.

8.0 INDEMNIFICATION

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement based upon any willful or negligent act or omission of the City, its officer, agents, servants and employees.

9.0 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect, insurance of such types and in the amounts specified herein as Automobile Liability, General Liability, Worker's Compensation, and Excess Liability Insurance. All insurance shall be maintained with insurers licensed and approved to do business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

| <u>Coverage</u> | <u>Limits of Liability</u> |
|----------------------------------|-----------------------------|
| General Liability | \$1,000,000 each occurrence |
| Personal Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products Comp/Op Aggregate | \$2,000,000 |
| Automobile Liability | |
| Combined Single Limit | \$1,000,000 each accident |
| Worker's Compensation | Statutory Limits |
| Excess/Umbrella Liability | \$5,000,000 each accident |

A Certificate of Insurance from the Contractor to the City will be provided showing the City as an additional insured. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder, the City of Kyle, Texas.

10.0 LICENSE AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permits granted by the contract) and promptly pay all taxes and fees required by the City and by the State for this Agreement.

11.0 COMPLIANCE WITH LAW

The Contractor, its officers, agents, employees, contractors, and subcontractors, shall conduct operations under this Agreement in compliance with all applicable laws, federal, state and local; provided, however, that the general specifications within this Agreement under Section 5.0 through Section 10.0, shall govern the obligations of the Contractor with respect to recycling and the collection and disposal of refuse where there exist conflicting ordinances of the City on the subject. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, and subcontractor, then Contractor shall immediately desist from and correct such violation.

12.0 OWNERSHIP

Title to Acceptable Waste shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever occurs last.

13.0 RECORDS & REPORTING

1. The Contractor agrees and covenants to keep and maintain at its place of business at all times, accurate and complete records and accounts in writing, including complaint logs and route data, relating to the performance of its duties under the provisions of this Agreement and such data and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. Such access shall not include Contractor's financial records, other than as provided in the Franchise. The Contractor shall maintain its records for a minimum of five (5) years, and shall provide copies thereof upon request.
2. Quarterly Reports – The Contractor must submit written quarterly reports in the form attached as Attachment 3 to the attention of the City Manager within the first 15 work days of each April, July, October, and January during the term of this agreement. Contractor shall also provide the accounting and reporting required by the Franchise.

14.0 BASIS & METHOD OF PAYMENT

14.01 Contractor's Compensation

14.01.1 Initial Rate

Contractor's rates for recycling, composting, and solid waste collection and disposal shall be the monthly rate per Residential Unit set forth in Attachment 2. The fee rate for commercial units (all Customers that are not Residential Units) shall be the rate provided in Attachment 2. As such fees are collected, the City shall pay Contractor the rates established in Attachment 2 for the Refuse collection service used by Residential Units.

14.01.2 Adjustments to Compensation

1. Notwithstanding any of the terms and conditions provided in the Agreement to the contrary, all rates, prices, cost to the City, and services provided in this Agreement shall remain the same as provided in Attachment 2, subject only to being adjusted as provided in (a)-(e) of this section, for the entire term of this Agreement, unless such rates, prices, and costs shall be reduced and lowered, or unless such services shall be enhanced at no additional cost to the City or a rate increase is authorized by the City Council.
2. (a) The rates and fees provided in Attachment A are approved by the City Council. Any increase in such rates and fees shall be subject to approval by the City Council.

Rates shall be adjusted annually according to "Attachment 2" which is approved.

(b) In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites or changes in disposal charges; an increase in the number of Residential Units as a result of City growth; and for other substantiated reasons.

(c) The rates will be adjusted by the City's proportionate share of any change in expenditures (whether capital or operational) required solely by Federal, State or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Effective Date of this Contract, and that was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal, State or Local government, excluding federal income tax. The Contractor shall furnish the City with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

(d) The rates provided under the prior contract between the City and Contractor shall be and remain in effect until March 31, 2011, and the rates, fees and charges established in Attachment 2 shall be and become in full force and effect on April 1, 2011.

(e) See Attachment 2.

14.02 Billing & Payment Process

The basis for Contractor's initial compensation shall be based on a current annual count performed jointly by the Contractor and the City and approved by the City. The count will become effective with the commencement of service and shall be revised at the end of each month thereafter. The foregoing notwithstanding, in the event of major population changes or number of service units increase by operation or unusual events such as annexations or development activities, either the City or the Contractor may request a special count be performed. The City will provide the Contractor with all available information on customer changes. other than as provided herein

- (a) The City or its designee will act as the billing and collection agent for Residential Collection Services provided by Contractor pursuant to this Agreement, including those accounts that are delinquent. At such time a delinquent account is collected by the City,

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payment will be made to the Contractor. The Contractor and City will review the customer list prepared by the City monthly or on a quarterly basis to address discrepancies between customers billed and customers collected.

- (b) The Contractor shall be entitled to payment for all curbside services included in the monthly rate for Residential Units as such rates are collected by the City. Contractor shall submit statements to the City within ten (10) days following the end of the month and collect from the City for all services provided pursuant to Section 5.0, Scope and Nature of Service; provided the City shall only collect for monthly curbside services to Residential Units, and Contractor shall be responsible for billing and collecting for all special collections provided to Residential Units. The City shall be responsible for taking reasonable action to collect delinquent Residential Unit accounts.
- (c) Within thirty (30) days after the City receives the monthly statement for services provided to Residential Units by Contractor, the City will send Contractor payment based on the unit count and funds actually collected. . The payment by the City will include only the fees and charges collected by the City (including delinquent payments), fee and less any penalties or collection costs collected by the City. The City will give Contractor notice each month that identifies the Residential Units to which service should be terminated.
- (d) Regularly scheduled service provided directly to the City pursuant to this Agreement, and special services the City requests Contractor to provide to the City, shall be billed by Contractor to the City on a monthly basis. The City shall pay such invoices within thirty (30) days after the City receives the invoice.,
- (e) Contractor shall act as the billing and collection agent for Commercial Collection Services and for special services provided to Residential Units, and all other services excluding regular curbside service to Residential Units. Contractor will pay to City monthly the required franchise fee on all such receivables/revenues. The fee will be based on all receivables/revenues for commercial and special services and, excluding only receivables/revenues from Residential Units for monthly curbside service, all other services provided by Contractor within the City.

14.03 New Accounts (a) The City shall set up all new residential unit accounts for such service that each customer shall elect. The City shall notify Contractor within twenty-four (24) hours, excluding Holidays and weekends, of such new accounts by location of each residential unit so that solid waste collection service may commence on the next regularly scheduled collection day. Contractor shall deliver carts to the Residential Unit within five business days after the date of the notice.

(b) The Contractor shall set up and establish accounts for all service, excluding Residential Units.

14.04 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service to any Unit as set forth in written notice sent by the City by facsimile or electronic email to the Contractor. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of

investigation and attorney's fees) resulting from the Contractor discontinuing service at any location at the direction of the City.

15.0 DEFAULT

15.01 Termination on Default The City may cancel this agreement because of Contractor's default, except as otherwise provided below in this Section, by giving the Contractor no less than thirty (30) days advance written notice, to be served as provided in Section 21.02, Notices, upon the happening of any one of the following events:

1. The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against Contractor, or in the event Contractor makes an assignment for the benefit of creditors, the Contractor shall not assert or list this Agreement as an asset of such action; or
2. By order of decree of a court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within thirty (30) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order to decree of any Court or governmental board, agency or officer having jurisdiction, a service, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of thirty (30) days; or
4. Failure to comply with all local, state and federal laws governing the service provided under this Agreement or failure to obtain and maintain any permits required pursuant to Section 6.11, Agreement Management Administration of this agreement; or
5. The City may, by written notice to Contractor, terminate this Contract without liability to the Contractor, if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, during the bid process, were offered or given by the Contractor, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the Contract. In addition, the Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.
6. (a) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or has wrongfully failed or refused to comply with the instructions of the City, and said default is not cured

within thirty (30) days of receipt of written notice by the City to do so, or if, by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the Contractor of written demand from the City to do so, the Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the Contractor having the burden of proof to demonstrate): (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).

(b) In the event of the aforesaid events and except as otherwise provided in said subsection, City may, after a hearing as described herein, revoke and terminate the permit hereby granted, and the agreement shall be terminated effective upon the City's written notice to the Contractor and upon said date this agreement shall be deemed immediately terminated and upon such termination all liability of the City under this agreement to the Contractor shall cease, and shall be free to negotiate with other contractors for the operation of the herein specified services. The hearing prerequisite to such termination shall not be held until such notice of such hearing has been given to the Contractor at the address shown herein, and a period of not less than thirty (30) days has elapsed since the mailing of such notice. The notice shall specify the time, date and location of such hearing and shall include the reasons for the termination of such permits and agreement. The hearing shall be conducted, in public, by the City Council, and Contractor shall be allowed to be present and given full opportunity to answer such charges and allegations as are set out against him in the notice. If, after the hearing is concluded, the City Council shall determine that the charges and allegations set forth in the notice are affirmed by the facts presented at the hearing, they may revoke and terminate this agreement and the permit and agreement shall be null and void.

15.02 Franchise Termination. This Agreement shall automatically terminate if Contractor's franchise is terminated.

16.0 TRANSFERABILITY OF CONTRACT

16.01 Assignment

Other than by operation by law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or part by the Contractor without the express written consent of the City. If this agreement is assigned, the assignee shall assume the liability of the Contractor; provided this Agreement may not be assigned without the City Council's approval.

17.0 EXPANSION OF AGREEMENT AREA

The City may expand the Agreement Area to property annexed or otherwise incorporated by the City, or to units not covered by this Agreement, by giving Contractor thirty (30) days advance notice. The Contractor shall adjust service to the expanded area upon receiving proper notification from the City.

18.0 FORCE MAJEURE: EMERGENCY SERVICE PROVISIONS

Force Majeure Event means Acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, or riots; epidemics or quarantine; landslides, lightning, earthquakes, fires, severe storms (rain, hail, ice, snow or other), hurricanes, tornadoes, floods, droughts, or high water washouts; arrests and restraints of government and people; civil disturbances; explosions or power failures or surges; pest damage; breakage, freezing or accident to machinery or lines of pipe (including utility lines), or failure of gas wells or gas supply; enactment of statutes, laws or regulations; acts of governmental or semi-governmental bodies (including without limitation failure of the parties to agree on the terms of a Force *Majeure* Proposal (as defined herein below) or the other party's default under this Agreement.

Notwithstanding any provision to the contrary herein, upon the commencement of a Force *Majeure* Event notified by one party to the other, Contractor's obligation to provide collection service at the frequency and on the dates otherwise required by this Agreement ("Regular Services") shall be suspended for so long as other or additional services are required and Contractor, either as part of its notice or in prompt response to City's issuance of such notice, will propose to City ("Contractor's Force *Majeure* Proposal"):

- measures to be taken by Contractor through provision of other or additional services to address the Force *Majeure* Event as soon as conditions reasonably permit -including establishment of emergency or temporarily changed service routes and schedules, or alternative methods or collection and disposal to cope with restricted access or increased volumes -in order to restore Regular Services; and
- a good faith estimate of the time required before regular schedules and routes can be resumed, it being understood, however, that following City's notice described below Contractor will use best efforts to mitigate the effects and costs of such suspension and to minimize the period of suspension, and
- the amount, or a method to calculate the amount, to be paid to Contractor for the other or additional services (including without limitation expenses and costs to be incurred by Contractor to mobilize and demobilize for a Force *Majeure* Event, Contractor's added operating expenses (labor, supervision, materials, permitted subcontracts, equipment rentals, additional disposal costs, equipment depreciation, and reasonable profit).

City will review Contractor's Force *Majeure* Proposal and notify Contractor of its approval or comments by the later of twenty-four (24) hours after its submission, or the time proposed by Contractor to commence the other or additional services set out in Contractor's Force *Majeure* Proposal, provided that City shall have no obligation to approve any Contractor's Force *Majeure* Proposal which proposes to suspend Contractor's Regular Services for longer than three (3) months.

Contractor will give notice to City of the date for resumption of regular services, which shall be the earliest possible date consistent with implementing Contractor's Force *Majeure* Proposal as approved by City. If, however, Contractor's performance is delayed further beyond the date proposed in Contractor's Force *Majeure* Proposal, other than due to further Force *Majeure* Event(s) or unless approved by the City, such failure shall be considered an event of default.

If the parties disagree on the price for additional or other services (or any part thereof), Contractor nevertheless may elect to proceed with part or all of the additional or other services on which no agreement has been reached. Whether or not Contractor so elects, either party may submit any disputed claim or issue concerning the price of other or additional services to the binding decision of an agreed upon expert, who will review the Force *Majeure* proposal, and any

City counter proposal available at the time of submission, forthwith and render a decision, acting as an expert and not as an arbitrator, as soon as possible following submission shall select the price proposal of the party that is more reasonable in light of the particular circumstances facing the parties and affecting performance after the Force Majeure Event arises. In light of the need to address the Force *Majeure* Event promptly, in any such proceedings time will be of the essence.

Contractor may not notify a suspension of regular services without reasonable cause, which may be evaluated by comparing the effect of the Force *Majeure* Event on similar services or the reaction to the Force *Majeure* Event of other similarly situated service providers within the City or neighboring municipalities. Contractor will not be penalized for the necessary disruptions of regular services, which may occur during a Force *Majeure* Event.

19.0 SEVERABILITY

In the event any provision or portion thereof of any contract document shall be found to be declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, then such provision or portion of any thereof shall be performed in accordance with applicable laws. The invalidity of any provision or portion of the contract document shall not affect the validity or enforceability of the other provisions or portion of any contract document.

20.0 MODIFICATION; WAIVER

This Agreement constitutes the entire Agreement by the parties and it may not be altered, revised or modified except by a written modification signed and properly authorized by the parties. No oral statement of any person shall modify or otherwise change, or effect, the terms, conditions or specifications stated in the Contract. All change orders to the Contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

21.0 MISCELLANEOUS

21.01 Governing Law

This agreement shall be governed by the laws of the State of Texas as to interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Hays County, Texas.

21.02 Notices

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed set forth below:

If to the City at:

City of Kyle
Attn: City Manager

P. O. Box 40, 100 Center Street
 Kyle, Texas 78640

If to the Contractor at:

Texas Disposal Systems, Inc.
 Attn: General Manager
 P. O. Box 17126
 Austin, Texas 78760-7126

Changes of address or change of the person to whom the letter is to be addressed shall be given by notice to the other party in the same manner as above specified. The City Manager shall have the authority for such approval on the part of the City as may be required under the terms of this agreement.

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received and machine-confirmed, however, facsimile transmission received (i.e., printed) after 4:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original copy of items transmitted by facsimile equipment must also be mailed as required herein.

21.03 Subject to Franchise. This agreement is subject to all of the terms, provisions and conditions of the Franchise, but otherwise supersedes any previous or contemporaneous agreement between Contractor and City with respect to the subject matters hereof.

21.04 Discretionary Termination. The City reserves the right to terminate this Contract upon a minimum of 90 days written notice after the sixth year anniversary date of the contract for any reason deemed by City Council to serve the public interest, or resulting from any federal or state law or regulation. No termination for convenience is allowed with the intention of awarding the same or a similar Contract to another private service provider. In the event of such termination the City will pay the Contractor unamortized costs directly related to this Contract prior to termination. Such items shall be designated in writing by the Contractor within 90 days of the written notice to terminate. Provided, however, that no costs will be paid which can be prorated to other contracts or be mitigated through the sale of supplies. In the event City pays for the cost of supplies obtained for use under this Contract, these supplies will become the property of City and will be delivered to the City at the place designated by the City Manager. The City will not be liable for loss of any profits anticipated to be made under this Contract after the termination date.

Should the City invoke this termination clause and should unamortized costs associated with the execution of the contract, which could include carts, vehicles, computer equipment, software, and other costs, still be outstanding with Contractor related to providing service for this contract, the City has the right to audit and verify unamortized costs that are necessary and unique to this contract. The documents available for City audit and verification will be limited to invoices for purchases of assets related to the execution of the contract and amortization tables associated with those costs.

IN WITNESS WHEREOF, the City and Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Agreement on the date hereinafter referred.

Dated this _____ day of January _____, 2011. CITY OF KYLE, TEXAS

CITY OF KYLE, TEXAS
A MUNICIPAL Corporation of Hays County, Texas

By: 
Lanny Lambert, City Manager

Dated: 1-27-11

Witnessed: 

Dated: 1-27-11

SEAL of the City of Kyle, Texas

Texas Disposal S Systems, Inc.

By: 

Its: RICK FREEMAN

Dated 1/27/2011

Witnessed: 

Dated: 1-27-11

ATTACHMENT "1"
CONTRACTOR'S DEFINITION OF
SPECIAL MATERIALS WASTE

"Special Waste" means any discarded material from a non-residential source meeting any of the following descriptions:

- a. Waste from an industrial process (including process sludge).
- b. Waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.).
- c. Waste containing free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095).
- d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in (a) through (c), or (e) through (g). This definition applies to spills of any size.
- e. Contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed in (a) through (d), (t), or (g).
- f. Any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C.
- g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

Type B Special Waste - Any discarded material from a non-residential source meeting any of the following descriptions: (Type B special wastes are not customarily subject to laboratory testing).

- a. Friable asbestos from building demolition or cleaning; wallboard, wall or ceiling spray coverings, pipe insulation, etc. Non-friable asbestos (e.g. asbestos containing floor tiles, brake pads, roofing products, etc.) is not a special waste unless it has been processed, handled, or used in such a way that when dry, it becomes crumbled, pulverized, or reduced to powder. Asbestos bearing industrial process waste is a Type A special waste.
- b. Commercial products or chemicals which are off-specification, outdated, unused, or banned. This category includes containers which once held commercial products or chemicals unless the container is "empty" as defined in this section. Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not special waste unless management of such products is restricted by applicable regulations.
- c. Untreated medical waste - Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
- d. Treated medical waste - Any waste from a bio-medial source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory

which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue resulting from the incineration of medical waste is a Type A special waste.

- e. Residue/sludge from septic tanks, food service grease traps, or wash waters and wastewaters from commercial laundries, laundromats, and car washes. If these wastes are managed at a public or commercial wastewater treatment works, they are not a special waste.
- f. Chemical containing equipment removed from service, in which the chemical composition and concentration are known, (e.g. oil filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.).
- g. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or waste removed or drained from such equipment for facilities are Type A special wastes.
- h. Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b). If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a Type A special waste.

2011-12

Effective Date: 4/1/11**Residential Service:**

| | |
|---|-------|
| Trash service - one (1) time per week , w/cart | 15.65 |
| Single stream recycling service - one (1) time every other week, w/cart | |
| Compost recycling service - one(1) time every other week, w/cart | |
| Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled | |
| Extra Residential Container | 9.00 |
| Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service | 5.00 |
| Extra 30 gallon bag or bundle, without tag attached | 8.00 |

Commercial Cart:

| | |
|--|----|
| Cart - 96 gallons - pickup one (1) time per week | 27 |
| Contents of cart only (no overflow) | |

Commercial Containers:

| Size | Proposed Rates w/ 10% Franchise Fee & Tax | | | | | | |
|----------------|---|-------------|-------------|-------------|-------------|-------------|-----|
| | EOW | 1X | 2X | 3X | 4X | 5X | 6X |
| 2 | 49 | 65 | 118 | | | | |
| 3 | 61 | 82 | 151 | 221 | | | |
| 4 | 67 | 89 | 165 | 240 | 316 | | |
| 6 | 78 | 104 | 191 | 277 | 364 | 450 | 536 |
| 8 | 88 | 118 | 215 | 312 | 410 | 507 | 604 |
| Container Size | | <u>2 CY</u> | <u>3 CY</u> | <u>4 CY</u> | <u>6 CY</u> | <u>8 CY</u> | |
| Extra PU | | 45 | 45 | 50 | 60 | 70 | |

| | |
|--|----|
| Casters Charge per commercial container | 18 |
| Lock bar charge per commercial container | 18 |

Roll-off**Size/Type**

| | |
|---|-------|
| 20 Cubic Yard OT Haul | 325 |
| 30 Cubic Yard OT Haul | 365 |
| 40 Cubic Yard OT Haul | 404 |
| Open Top Delivery | 155 |
| Container Rental | 5/Day |
| 40 Cubic Yard Compactor Haul (TDS Owned) | 460 |
| 40 Cubic Yard Compactor Haul (Customer Owned) | 516 |
| 30 Cubic Yard Compactor Haul | 473 |
| 34 Cubic Yard Compactor Haul | 490 |
| Compactor Delivery | N/A |
| Container Rental - varies based on equipment specifications, length of rental agreement, etc | |

2012-13

Effective Date: 4/1/12**Residential Service:**

| | |
|---|-------|
| Trash service - one (1) time per week , w/cart | 16.40 |
| Single stream recycling service - one (1) time every other week, w/cart | |
| Compost recycling service - one(1) time every other week, w/cart | |
| Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled | |
| Extra Residential Container | 9.43 |
| Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service | 5.24 |
| Extra 30 gallon bag or bundle, without tag attached | 8.38 |

Commercial Cart:

| | |
|---|----|
| Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow) | 28 |
|---|----|

Commercial Containers:

| Size | Proposed Rates w/ 10% Franchise Fee & Tax | | | | | | |
|------|---|-----|-----|-----|-----|-----|-----|
| | EOW | 1X | 2X | 3X | 4X | 5X | 6X |
| 2 | 51 | 68 | 124 | | | | |
| 3 | 64 | 86 | 158 | 232 | | | |
| 4 | 70 | 93 | 173 | 252 | 331 | | |
| 6 | 82 | 109 | 200 | 290 | 381 | 472 | 562 |
| 8 | 92 | 124 | 225 | 327 | 430 | 531 | 633 |

| | | | | | |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Container Size | <u>2 CY</u> | <u>3 CY</u> | <u>4 CY</u> | <u>6 CY</u> | <u>8 CY</u> |
| Extra PU | 47 | 47 | 52 | 63 | 73 |

| | |
|--|----|
| Casters Charge per commercial container | 19 |
| Lock bar charge per commercial container | 19 |

Roll-off**Size/Type**

| | |
|---|----------|
| 20 Cubic Yard OT Haul | 341 |
| 30 Cubic Yard OT Haul | 383 |
| 40 Cubic Yard OT Haul | 423 |
| Open Top Delivery | 162 |
| Container Rental | 5.25/Day |
| 40 Cubic Yard Compactor Haul (TDS Owned) | 482 |
| 40 Cubic Yard Compactor Haul (Customer Owned) | 541 |
| 30 Cubic Yard Compactor Haul | 496 |
| 34 Cubic Yard Compactor Haul | 514 |
| Compactor Delivery | N/A |
| Container Rental - varies based on equipment specifications, length of rental agreement, etc | |

2013-14

Effective Date: 4/1/13

Residential Service:

| | |
|---|-------|
| Trash service - one (1) time per week , w/cart | 17.19 |
| Single stream recycling service - one (1) time every other week, w/cart | |
| Compost recycling service - one(1) time every other week, w/cart | |
| Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled | |
| Extra Residential Container | 9.88 |
| Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service | 5.49 |
| Extra 30 gallon bag or bundle, without tag attached | 8.79 |

Commercial Cart:

| | |
|---|----|
| Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow) | 30 |
|---|----|

Commercial Containers:

| Size | Proposed Rates w/ 10% Franchise Fee & Tax | | | | | | |
|------|---|-----|-----|-----|-----|-----|-----|
| | EOW | 1X | 2X | 3X | 4X | 5X | 6X |
| 2 | 54 | 71 | 130 | | | | |
| 3 | 67 | 90 | 166 | 243 | | | |
| 4 | 74 | 98 | 181 | 264 | 347 | | |
| 6 | 86 | 114 | 210 | 304 | 400 | 494 | 589 |
| 8 | 97 | 130 | 236 | 343 | 450 | 557 | 663 |

| | | | | | |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Container Size | <u>2 CY</u> | <u>3 CY</u> | <u>4 CY</u> | <u>6 CY</u> | <u>8 CY</u> |
| Extra PU | 49 | 49 | 55 | 66 | 77 |

| | |
|--|----|
| Casters Charge per commercial container | 20 |
| Lock bar charge per commercial container | 20 |

Roll-off**Size/Type**

| | |
|---|----------|
| 20 Cubic Yard OT Haul | 357 |
| 30 Cubic Yard OT Haul | 401 |
| 40 Cubic Yard OT Haul | 444 |
| Open Top Delivery | 170 |
| Container Rental | 5.50/Day |
| 40 Cubic Yard Compactor Haul (TDS Owned) | 505 |
| 40 Cubic Yard Compactor Haul (Customer Owned) | 567 |
| 30 Cubic Yard Compactor Haul | 519 |
| 34 Cubic Yard Compactor Haul | 538 |
| Compactor Delivery | N/A |
| Container Rental - varies based on equipment specifications, length of rental agreement, etc | |

2014-15

Effective Date: 4/1/14

Residential Service:

| | |
|---|-------|
| Trash service - one (1) time per week , w/cart | 18.01 |
| Single stream recycling service - one (1) time every other week, w/cart | |
| Compost recycling service - one(1) time every other week, w/cart | |
| Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled | |
| Extra Residential Container | 10.36 |
| Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service | 5.76 |
| Extra 30 gallon bag or bundle, without tag attached | 9.21 |

Commercial Cart:

| | |
|---|----|
| Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow) | 31 |
|---|----|

Commercial Containers:

| Size | Proposed Rates w/ 10% Franchise Fee & Tax | | | | | | |
|------|---|-----|-----|-----|-----|-----|-----|
| | EOW | 1X | 2X | 3X | 4X | 5X | 6X |
| 2 | 56 | 75 | 136 | | | | |
| 3 | 70 | 94 | 174 | 254 | | | |
| 4 | 77 | 102 | 190 | 276 | 364 | | |
| 6 | 90 | 120 | 220 | 319 | 419 | 518 | 617 |
| 8 | 101 | 136 | 247 | 359 | 472 | 584 | 695 |

| | | | | | |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Container Size | <u>2 CY</u> | <u>3 CY</u> | <u>4 CY</u> | <u>6 CY</u> | <u>8 CY</u> |
| Extra PU | 52 | 52 | 58 | 69 | 81 |

| | |
|--|----|
| Casters Charge per commercial container | 21 |
| Lock bar charge per commercial container | 21 |

Roll-off**Size/Type**

| | |
|---|----------|
| 20 Cubic Yard OT Haul | 374 |
| 30 Cubic Yard OT Haul | 420 |
| 40 Cubic Yard OT Haul | 465 |
| Open Top Delivery | 178 |
| Container Rental | 5.75/Day |
| 40 Cubic Yard Compactor Haul (TDS Owned) | 529 |
| 40 Cubic Yard Compactor Haul (Customer Owned) | 594 |
| 30 Cubic Yard Compactor Haul | 544 |
| 34 Cubic Yard Compactor Haul | 564 |
| Compactor Delivery | N/A |
| Container Rental - varies based on equipment specifications, length of rental agreement, etc | |

2015-16

Effective Date: 4/1/15**Residential Service:**

| | |
|---|-------|
| Trash service - one (1) time per week , w/cart | 18.88 |
| Single stream recycling service - one (1) time every other week, w/cart | |
| Compost recycling service - one(1) time every other week, w/cart | |
| Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled | |
| Extra Residential Container | 10.86 |
| Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service | 6.03 |
| Extra 30 gallon bag or bundle, without tag attached | 9.65 |

Commercial Cart:

| | |
|---|----|
| Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow) | 33 |
|---|----|

Commercial Containers:

| Size | Proposed Rates w/ 10% Franchise Fee & Tax | | | | | | |
|----------------|---|-------------|-------------|-------------|-------------|-------------|-----|
| | EOW | 1X | 2X | 3X | 4X | 5X | 6X |
| 2 | 59 | 78 | 142 | | | | |
| 3 | 74 | 99 | 182 | 267 | | | |
| 4 | 81 | 107 | 199 | 290 | 381 | | |
| 6 | 94 | 125 | 230 | 334 | 439 | 543 | 647 |
| 8 | 106 | 142 | 259 | 376 | 495 | 612 | 729 |
| Container Size | | <u>2 CY</u> | <u>3 CY</u> | <u>4 CY</u> | <u>6 CY</u> | <u>8 CY</u> | |
| Extra PU | | 54 | 54 | 60 | 72 | 84 | |

| | |
|--|----|
| Casters Charge per commercial container | 22 |
| Lock bar charge per commercial container | 22 |

Roll-off**Size/Type**

| | |
|---|-------|
| 20 Cubic Yard OT Haul | 392 |
| 30 Cubic Yard OT Haul | 440 |
| 40 Cubic Yard OT Haul | 487 |
| Open Top Delivery | 187 |
| Container Rental | 6/Day |
| 40 Cubic Yard Compactor Haul (TDS Owned) | 555 |
| 40 Cubic Yard Compactor Haul (Customer Owned) | 622 |
| 30 Cubic Yard Compactor Haul | 571 |
| 34 Cubic Yard Compactor Haul | 591 |
| Compactor Delivery | N/A |
| Container Rental - varies based on equipment specifications, length of rental agreement, etc | |

2016-17

Effective Date: 4/1/16**Residential Service:**

| | |
|---|-------|
| Trash service - one (1) time per week , w/cart | 19.63 |
| Single stream recycling service - one (1) time every other week, w/cart | |
| Compost recycling service - one(1) time every other week, w/cart | |
| Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled | |
| Extra Residential Container | 11.29 |
| Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service | 6.27 |
| Extra 30 gallon bag or bundle, without tag attached | 10.04 |

Commercial Cart:

| | |
|---|----|
| Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow) | 34 |
|---|----|

Commercial Containers:

| Size | Proposed Rates w/ 10% Franchise Fee & Tax | | | | | | |
|------|---|-----|-----|-----|-----|-----|-----|
| | EOW | 1X | 2X | 3X | 4X | 5X | 6X |
| 2 | 61 | 82 | 148 | | | | |
| 3 | 77 | 103 | 189 | 277 | | | |
| 4 | 84 | 112 | 207 | 301 | 396 | | |
| 6 | 98 | 130 | 240 | 348 | 457 | 565 | 672 |
| 8 | 110 | 148 | 270 | 391 | 514 | 636 | 758 |

| | | | | | |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Container Size | <u>2 CY</u> | <u>3 CY</u> | <u>4 CY</u> | <u>6 CY</u> | <u>8 CY</u> |
| Extra PU | 56 | 56 | 63 | 75 | 88 |

| | |
|--|----|
| Casters Charge per commercial container | 23 |
| Lock bar charge per commercial container | 23 |

Roll-off**Size/Type**

| | |
|---|----------|
| 20 Cubic Yard OT Haul | 408 |
| 30 Cubic Yard OT Haul | 458 |
| 40 Cubic Yard OT Haul | 507 |
| Open Top Delivery | 194 |
| Container Rental | 6.25/Day |
| 40 Cubic Yard Compactor Haul (TDS Owned) | 577 |
| 40 Cubic Yard Compactor Haul (Customer Owned) | 647 |
| 30 Cubic Yard Compactor Haul | 593 |
| 34 Cubic Yard Compactor Haul | 615 |
| Compactor Delivery | N/A |
| Container Rental - varies based on equipment specifications, length of rental agreement, etc | |

2017-18

Effective Date: 4/1/17**Residential Service:**

| | |
|---|-------|
| Trash service - one (1) time per week , w/cart | 20.42 |
| Single stream recycling service - one (1) time every other week, w/cart | |
| Compost recycling service - one(1) time every other week, w/cart | |
| Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled | |
| Extra Residential Container | 11.74 |
| Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service | 6.52 |
| Extra 30 gallon bag or bundle, without tag attached | 10.44 |

Commercial Cart:

| | |
|---|----|
| Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow) | 35 |
|---|----|

Commercial Containers:

| Size | Proposed Rates w/ 10% Franchise Fee & Tax | | | | | | |
|------|---|-----|-----|-----|-----|-----|-----|
| | EOW | 1X | 2X | 3X | 4X | 5X | 6X |
| 2 | 64 | 85 | 154 | | | | |
| 3 | 80 | 107 | 197 | 288 | | | |
| 4 | 87 | 116 | 215 | 313 | 412 | | |
| 6 | 102 | 136 | 249 | 361 | 475 | 587 | 699 |
| 8 | 115 | 154 | 281 | 407 | 535 | 661 | 788 |

| | | | | | |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Container Size | <u>2 CY</u> | <u>3 CY</u> | <u>4 CY</u> | <u>6 CY</u> | <u>8 CY</u> |
| Extra PU | 59 | 59 | 65 | 78 | 91 |

| | |
|--|----|
| Casters Charge per commercial container | 23 |
| Lock bar charge per commercial container | 23 |

Roll-off**Size/Type**

| | |
|---|----------|
| 20 Cubic Yard OT Haul | 424 |
| 30 Cubic Yard OT Haul | 476 |
| 40 Cubic Yard OT Haul | 527 |
| Open Top Delivery | 202 |
| Container Rental | 6.50/Day |
| 40 Cubic Yard Compactor Haul (TDS Owned) | 600 |
| 40 Cubic Yard Compactor Haul (Customer Owned) | 673 |
| 30 Cubic Yard Compactor Haul | 617 |
| 34 Cubic Yard Compactor Haul | 639 |
| Compactor Delivery | N/A |
| Container Rental - varies based on equipment specifications, length of rental agreement, etc | |

2018-19

Effective Date: 4/1/18**Residential Service:**

| | |
|---|-------|
| Trash service - one (1) time per week , w/cart | 21.24 |
| Single stream recycling service - one (1) time every other week, w/cart | |
| Compost recycling service - one(1) time every other week, w/cart | |
| Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled | |
| Extra Residential Container | 12.21 |
| Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service | 6.78 |
| Extra 30 gallon bag or bundle, without tag attached | 10.86 |

Commercial Cart:

| | |
|---|----|
| Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow) | 37 |
|---|----|

Commercial Containers:

| Size | Proposed Rates w/ 10% Franchise Fee & Tax | | | | | | |
|------|---|-----|-----|-----|-----|-----|-----|
| | EOW | 1X | 2X | 3X | 4X | 5X | 6X |
| 2 | 66 | 88 | 160 | | | | |
| 3 | 83 | 111 | 205 | 300 | | | |
| 4 | 91 | 121 | 224 | 326 | 429 | | |
| 6 | 106 | 141 | 259 | 376 | 494 | 611 | 727 |
| 8 | 119 | 160 | 292 | 423 | 556 | 688 | 820 |

| | | | | | |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Container Size | <u>2 CY</u> | <u>3 CY</u> | <u>4 CY</u> | <u>6 CY</u> | <u>8 CY</u> |
| Extra PU | 61 | 61 | 68 | 81 | 95 |

| | |
|--|----|
| Casters Charge per commercial container | 24 |
| Lock bar charge per commercial container | 24 |

Roll-off**Size/Type**

| | |
|---|----------|
| 20 Cubic Yard OT Haul | 441 |
| 30 Cubic Yard OT Haul | 495 |
| 40 Cubic Yard OT Haul | 548 |
| Open Top Delivery | 210 |
| Container Rental | 6.75/Day |
| 40 Cubic Yard Compactor Haul (TDS Owned) | 624 |
| 40 Cubic Yard Compactor Haul (Customer Owned) | 700 |
| 30 Cubic Yard Compactor Haul | 642 |
| 34 Cubic Yard Compactor Haul | 665 |
| Compactor Delivery | N/A |
| Container Rental - varies based on equipment specifications, length of rental agreement, etc | |

2019-20

Effective Date: 4/1/19**Residential Service:**

| | |
|---|-------|
| Trash service - one (1) time per week , w/cart | 22.08 |
| Single stream recycling service - one (1) time every other week, w/cart | |
| Compost recycling service - one(1) time every other week, w/cart | |
| Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled | |
| Extra Residential Container | 12.70 |
| Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service | 7.06 |
| Extra 30 gallon bag or bundle, without tag attached | 11.29 |

Commercial Cart:

| | |
|---|----|
| Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow) | 38 |
|---|----|

Commercial Containers:

| Size | Proposed Rates w/ 10% Franchise Fee & Tax | | | | | | |
|------|---|-----|-----|-----|-----|-----|-----|
| | EOW | 1X | 2X | 3X | 4X | 5X | 6X |
| 2 | 69 | 92 | 167 | | | | |
| 3 | 86 | 116 | 213 | 312 | | | |
| 4 | 95 | 126 | 233 | 339 | 446 | | |
| 6 | 110 | 147 | 270 | 391 | 514 | 635 | 756 |
| 8 | 124 | 167 | 303 | 440 | 579 | 715 | 852 |

| | | | | | |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Container Size | <u>2 CY</u> | <u>3 CY</u> | <u>4 CY</u> | <u>6 CY</u> | <u>8 CY</u> |
| Extra PU | 64 | 64 | 71 | 85 | 99 |

| | |
|--|----|
| Casters Charge per commercial container | 25 |
| Lock bar charge per commercial container | 25 |

Roll-off**Size/Type**

| | |
|---|-------|
| 20 Cubic Yard OT Haul | 459 |
| 30 Cubic Yard OT Haul | 515 |
| 40 Cubic Yard OT Haul | 570 |
| Open Top Delivery | 219 |
| Container Rental | 7/Day |
| 40 Cubic Yard Compactor Haul (TDS Owned) | 649 |
| 40 Cubic Yard Compactor Haul (Customer Owned) | 728 |
| 30 Cubic Yard Compactor Haul | 667 |
| 34 Cubic Yard Compactor Haul | 691 |
| Compactor Delivery | N/A |
| Container Rental - varies based on equipment specifications, length of rental agreement, etc | |

2020-21

Effective Date: 4/1/20**Residential Service:**

| | |
|--|-------|
| Trash service - one (1) time per week , w/cart | 22.97 |
| Single stream recycling service - one (1) time every other week, w/cart | |
| Compost recycling service - one(1) time every other week, w/cart | |
| Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled | |
| Extra Residential Container | 13.21 |
| Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service | 7.34 |
| Extra 30 gallon bag or bundle, without tag attached | 11.74 |

Commercial Cart:

| | |
|---|----|
| Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow) | 40 |
|---|----|

Commercial Containers:

| Size | Proposed Rates w/ 10% Franchise Fee & Tax | | | | | | |
|------|---|-----|-----|-----|-----|-----|-----|
| | EOW | 1X | 2X | 3X | 4X | 5X | 6X |
| 2 | 72 | 95 | 173 | | | | |
| 3 | 90 | 120 | 222 | 324 | | | |
| 4 | 98 | 131 | 242 | 352 | 464 | | |
| 6 | 114 | 153 | 280 | 407 | 534 | 660 | 787 |
| 8 | 129 | 173 | 316 | 458 | 602 | 744 | 886 |

| | | | | | |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Container Size | <u>2 CY</u> | <u>3 CY</u> | <u>4 CY</u> | <u>6 CY</u> | <u>8 CY</u> |
| Extra PU | 66 | 66 | 73 | 88 | 103 |

| | |
|--|----|
| Casters Charge per commercial container | 26 |
| Lock bar charge per commercial container | 26 |

Roll-off**Size/Type**

| | |
|---|----------|
| 20 Cubic Yard OT Haul | 477 |
| 30 Cubic Yard OT Haul | 536 |
| 40 Cubic Yard OT Haul | 593 |
| Open Top Delivery | 227 |
| Container Rental | 7.25/Day |
| 40 Cubic Yard Compactor Haul (TDS Owned) | 675 |
| 40 Cubic Yard Compactor Haul (Customer Owned) | 757 |
| 30 Cubic Yard Compactor Haul | 694 |
| 34 Cubic Yard Compactor Haul | 719 |
| Compactor Delivery | N/A |
| Container Rental - varies based on equipment specifications, length of rental agreement, etc | |

City of Kyle, Texas
Rates, Fees, and Charges Schedule - As of 8/27/13
Proposed FY 2013-14 Budget

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|------------------------------------|---------|--|----------------------|-----------------------|-----------|----------|
| Admin/General Revenue | | | | | | |
| General Administration Fees | | | | | | |
| | Admin | Notary Services and Fees | | | | |
| | Admin | Acknowledgements & Proofs | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | Admin | Certified Copies | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | Admin | Oaths and Affirmations | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | Admin | All other notarial acts not listed | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | Admin | *Exception to notary fee for PD and Court activity | | | | |
| | General | Returned Check Fee (per check) | \$36.25 | \$38.06 | \$1.81 | 5.00% |
| | General | Black & White Copies (per side of 8 ½ x 11) | \$0.30 | \$0.15 | (\$0.15) | -50.00% |
| | General | Color Copies (per side of 8 ½ x 11) | \$0.60 | \$0.65 | \$0.05 | 8.33% |
| | General | Newspaper Publication Fee | \$181.15 | \$190.21 | \$9.06 | 5.00% |
| | General | Electronic Payment Processing Fee (per transaction) | \$2.50 | \$2.50 | \$0.00 | 0.00% |
| | | For all Community Development transactions, an additional fee will be added based on the transaction total | N/A | 2% | New | New |
| Chapter 11. Businesses | | | | | | |
| 11-99(2) | General | Release of a sealed coin-operated machine | \$15.00 | \$15.75 | \$0.75 | 5.00% |
| 11-131(d) | General | Pool halls license (per table) | \$15.00 | \$15.75 | \$0.75 | 5.00% |
| Art. IX - Taxicabs | | | | | | |
| 11-311(a) | General | Taxicabs - Operating permit (maximum of five years) | | | | |
| | General | First year | \$60.40 | \$63.42 | \$3.02 | 5.00% |
| | General | Additional years | \$30.20 | \$31.71 | \$1.51 | 5.00% |
| | General | New permit or expansion of number of taxicabs (per year) | \$60.40 | \$63.42 | \$3.02 | 5.00% |
| 11-314 | General | Taxicabs - Replacement permit | \$25.00 | \$26.25 | \$1.25 | 5.00% |
| Impact Fees | | | | | | |
| 50-259 | General | Impact fee (based on plat filing date and # of LUEs) | | | | |
| | General | Schedule of water impact fees/LUE* | | | | |
| | General | * See below table for LUE determination | | | | |
| | General | From incorporation to 9-17-1984 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| | General | From 9-18-1984 to 4-14-1986 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| | General | From 4-15-1986 to 6-27-1990 | \$1,500.00 | \$1,500.00 | \$0.00 | 0.00% |
| | General | From 6-28-1990 to 2-17-1997 | \$841.00 | \$841.00 | \$0.00 | 0.00% |
| | General | From 2-18-1997 to 4-02-2001 | \$1,320.00 | \$1,320.00 | \$0.00 | 0.00% |
| | General | From 4-3-2001 to 3-03-2008 | \$1,100.00 | \$1,100.00 | \$0.00 | 0.00% |
| | General | From 3-4-2008 to present | \$2,115.00 | \$2,115.00 | \$0.00 | 0.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|---------|---|-------------------------------------|-------------------------|---------------------------------------|--------------------------------|
| | General | Schedule of sewer impact fees/LUE* | | | | |
| | General | * See below table for LUE determination | | | | |
| | General | From incorporation to 9-17-1984 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| | General | From 9-18-1984 to 4-14-1986 | \$1,000.00 | \$1,000.00 | \$0.00 | 0.00% |
| | General | From 4-15-1986 to 6-27-1990 | \$1,500.00 | \$1,500.00 | \$0.00 | 0.00% |
| | General | From 6-28-1990 to 2-17-1997 | \$1,062.00 | \$1,062.00 | \$0.00 | 0.00% |
| | General | From 2-18-1997 to 4-2-2001 | \$1,132.00 | \$1,132.00 | \$0.00 | 0.00% |
| | General | From 4-03-2001 to 3-03-2008 | \$1,613.00 | \$1,613.00 | \$0.00 | 0.00% |
| | General | From 3-4-2008 to present | \$2,216.00 | \$2,216.00 | \$0.00 | 0.00% |
| | General | LUE Determination Table | | | | |
| | General | Estimated Maximum Expected Flow Rate (gpm) | Displacement & Multi-jet SRII & PMM | Compound C702, Table 1. | Turbine C701, Table 2. OMNI C2 & WVR* | Living Unit Equivalents (LUEs) |
| | General | 10 | 5/8" x 3/4" | | | 1 |
| | General | 15 | 3/4" | | | 1.5 |
| | General | 25 | 1" | | | 2.5 |
| | General | 50 | 1.5" | | | 5 |
| | General | 80 | 2" | 2" | 1.5" | 8 |
| | General | 100 | | | 2" | 10 |
| | General | 160 | | 3" | | 16 |
| | General | 240 | | | 3" | 24 |
| | General | 250 | | 4" | | 25 |
| | General | 420 | | | 4" | 42 |
| | General | 500 | | 6" | | 50 |
| | General | 800 | | 8" | | 80 |
| | General | 920 | | | 6" | 92 |
| | General | 1600 | | | 8" * | 160 |
| | General | * The WVR turbine meter is for 8" size only and does not have low flow accuracy capability. | | | | |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---|---|---|----------------------|-----------------------|-----------|----------|
| Building Revenue | | | | | | |
| Chapter 8. Building Regulations | | | | | | |
| Art. IV - Building permit fee components | | | | | | |
| 8-99 | Bldg | Valuation of the work is \$500.00 or less, but one or more inspections are required because work includes structural alterations, mechanical system, etc. | \$48.30 | \$50.72 | \$2.42 | 5.00% |
| | Bldg | Per required inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| 8-100 | Bldg | Base permit fees | | | | |
| | Bldg | Single-family residential (in square feet) | | | | |
| | Bldg | 900 or less | \$147.54 | \$154.92 | \$7.38 | 5.00% |
| | Bldg | 901--1,200 | \$250.83 | \$263.38 | \$12.54 | 5.00% |
| | Bldg | 1,201--1,500 | \$339.36 | \$356.32 | \$16.97 | 5.00% |
| | Bldg | 1,501--2,000 | \$427.88 | \$449.27 | \$21.39 | 5.00% |
| | Bldg | 2,001--2,500 | \$604.93 | \$635.18 | \$30.25 | 5.00% |
| | Bldg | 2,501--3,000 | \$870.58 | \$914.11 | \$43.53 | 5.00% |
| | Bldg | 3,001+ | \$959.03 | \$1,006.98 | \$47.95 | 5.00% |
| | Bldg | Per each additional 1,000 square feet or fraction | \$75.47 | \$79.24 | \$3.77 | 5.00% |
| | Bldg | Base permit fees | | | | |
| | Bldg | Commercial and multifamily (in square feet) | | | | |
| | Bldg | 100 or less | \$141.12 | \$148.18 | \$7.06 | 5.00% |
| | Bldg | 100--500 | \$208.29 | \$218.71 | \$10.41 | 5.00% |
| | Bldg | 1--1,000 | \$258.28 | \$271.20 | \$12.91 | 5.00% |
| | Bldg | 1,001--1,500 | \$357.24 | \$375.10 | \$17.86 | 5.00% |
| | Bldg | 1,501--2,000 | \$450.97 | \$473.51 | \$22.55 | 5.00% |
| | Bldg | 2,001--2,500 | \$525.18 | \$551.44 | \$26.26 | 5.00% |
| | Bldg | 2,501--3,000 | \$583.75 | \$612.94 | \$29.19 | 5.00% |
| | Bldg | 3,001--3,500 | \$642.34 | \$674.46 | \$32.12 | 5.00% |
| | Bldg | 3,501--4,000 | \$700.92 | \$735.96 | \$35.05 | 5.00% |
| | Bldg | 4,001--4,500 | \$759.49 | \$797.47 | \$37.97 | 5.00% |
| | Bldg | 4,501--5,000 | \$818.07 | \$858.97 | \$40.90 | 5.00% |
| | Bldg | 5,001--8,000 | \$1,169.58 | \$1,228.06 | \$58.48 | 5.00% |
| | Bldg | 8,001--11,000 | \$1,781.44 | \$1,870.51 | \$89.07 | 5.00% |
| | Bldg | 11,001--14,000 | \$2,914.04 | \$3,059.74 | \$145.70 | 5.00% |
| | Bldg | 14,001--17,000 | \$3,265.53 | \$3,428.80 | \$163.28 | 5.00% |
| | Bldg | 17,001--20,000 | \$3,617.03 | \$3,797.88 | \$180.85 | 5.00% |
| | Bldg | 20,001--25,000 | \$4,463.21 | \$4,686.37 | \$223.16 | 5.00% |
| | Bldg | 25,001--30,000 | \$5,049.04 | \$5,301.49 | \$252.45 | 5.00% |
| | Bldg | 30,001--35,000 | \$5,633.06 | \$5,914.71 | \$281.65 | 5.00% |
| | Bldg | 35,001+ | \$5,633.06 | \$5,914.71 | \$281.65 | 5.00% |
| Bldg | Per each additional 1,000 square feet or fraction | \$144.90 | \$152.15 | \$7.25 | 5.00% | |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|--|--|------------------------|------------------------|-----------|----------|
| 8-101 | Bldg | Cost to review such plans | | | | |
| | Bldg | Residential percentage of base fee | 25% | 25% | N/A | N/A |
| | Bldg | Multifamily & Commercial percentage of base fee plus rate/hour for hours worked | 25% plus \$102.64/hour | 25% plus \$107.78/hour | \$5.14 | 5.00% |
| 8-102 | Bldg | Inspection fees (multiplied by the minimum number of inspections required pursuant to codes) | | | | |
| | Bldg | Single-family dwelling | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Multi-family and commercial | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Inspection fee for testing of lead and no direct connection between public drinking water supply and a potential source contamination exists as required by TCEQ | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Reinspections | | | | |
| | Bldg | Single-family dwellings | \$60.40 | \$63.42 | \$3.02 | 5.00% |
| | Bldg | Multifamily and commercial | \$72.45 | \$76.07 | \$3.62 | 5.00% |
| | Bldg | For each inspection requested out of sequence | \$54.35 | \$57.07 | \$2.72 | 5.00% |
| 8-103 | Bldg | Other building permit fees | | | | |
| | Bldg | Moving structures (plus police escort fee) | \$120.75 | \$126.79 | \$6.04 | 5.00% |
| | Bldg | Demolition permits | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | For each required demolition inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Manufactured or mobile home (if not installed by a registered retailer or installer)/Job Trailer | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Per required inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Swimming pools and spas (construction or installation) | \$120.75 | \$126.79 | \$6.04 | 5.00% |
| | Bldg | For each required pool/spa inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Irrigation and backflow prevention assembly | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | Bldg | For each required inspection | \$48.30 | \$50.72 | \$2.42 | 5.00% |
| | Bldg | Certain structures with roof | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | Bldg | Per each required inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | (Construction of porches, patios, decks, carports, storage sheds, etc., under roof and not otherwise permitted) | | | | |
| | Bldg | Remodeling and alterations | \$48.30 | \$50.72 | \$2.42 | 5.00% |
| | Bldg | (Structural alterations, repairs, and remodeling on all structures, including shell buildings and mobile or manufactured homes, for which a permit is not otherwise required if less than 200 sq. ft.) | | | | |
| | Bldg | Single-family residential per required inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| Bldg | Multifamily and commercial per required inspection | \$66.41 | \$69.73 | \$3.32 | 5.00% | |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-------------|--|-----------------------|-----------------------|-----------|----------|
| | Bldg | Certificate of occupancy fee | | | | |
| | Bldg | (If vacant or unused for one year, an inspection will be performed to determine the requirements to bring the building or other structure into compliance with current city ordinances and life, safety and health codes for the intended occupancy) | | | | |
| | Bldg | Single-family residential | \$78.49 | \$82.41 | \$3.92 | 5.00% |
| | Bldg | Multifamily, commercial or industrial | \$90.56 | \$95.09 | \$4.53 | 5.00% |
| | Bldg | Required inspection time (per hour; one-hour minimum) | \$78.49 | \$82.41 | \$3.92 | 5.00% |
| 8-105 | Bldg | Existing buildings and structures | | | | |
| | Bldg | Single-family | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Multifamily and commercial | \$90.56 | \$95.09 | \$4.53 | 5.00% |
| 8-106 | Bldg | Construction in extraterritorial jurisdiction (ETJ) | | | | |
| | Bldg | Residential (minimum) | \$42.26 | \$44.38 | \$2.11 | 5.00% |
| | Bldg | Per inspection required | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Commercial Plumbing | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Multifamily and commercial per inspection | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Food/Beverage Establishment | | | | |
| | Bldg | (Food Service, retail food, food processing plant or warehouse) Permit valid from Oct 01 to Sept 30 | | | | |
| | Bldg | 1 to 5 (\$120.75) | 1 to 5 (\$120.75) | 1 to 5 (\$126.79) | \$6.04 | 5.00% |
| | Bldg | 6 to 19 (\$181.15) | 6 to 19 (\$181.15) | 6 to 19 (\$190.21) | \$9.06 | 5.00% |
| | Bldg | 20 plus (\$301.90) | 20 plus (\$301.90) | 20 plus (\$317.00) | \$15.10 | 5.00% |
| | Bldg | Expired permit late fee | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | Bldg | Plan Review fee | 50% of permit fee | 50% of permit fee | Varies | 5.00% |
| | Bldg | Fire Protection Inspections | | | | |
| | Bldg | Fire line underground | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Underground hydrostatic test | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Sprinkler pipe visual | \$181.15 minimum | \$190.21 minimum | \$9.06 | 5.00% |
| | Bldg | (Less than or equal to 50 heads) | \$0.63/head for ≤ 50 | \$0.66/head for ≤ 50 | \$0.03 | 5.00% |
| | Bldg | (More than 50 heads) | \$60.38 for > 50 | \$63.40 for > 50 | \$3.02 | 5.00% |
| | Bldg | Above ground hydrostatic test | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Kitchen hood | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Sprinkler final | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Alarm System Final | \$120.75 minimum | \$126.79 minimum | \$6.04 | 5.00% |
| | Bldg | (Less than or equal to 20 devices) | \$0.63/device for ≤20 | \$0.66/device for ≤20 | \$0.03 | 5.00% |
| | Bldg | (More than 20 devices) | \$60.38 for > 20 | \$63.40 for > 20 | \$3.02 | 5.00% |
| | Bldg | Fire Final | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Access Control Gates | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Underground/above ground storage tank | \$187.16 | \$196.52 | \$9.36 | 5.00% |
| | Bldg | Plan Review (\$50 minimum) | \$0.01/sq.ft. | \$0.01/sq.ft. | \$0.00 | 0.00% |
| | Bldg | Building administrative fees | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | Bldg | Holiday/Weekend Inspection - Commercial Base Fee | \$69.58 | \$73.05 | \$3.48 | 5.00% |
| | Bldg | Holiday/Weekend Inspection - Residential Base Fee | \$56.93 | \$59.77 | \$2.85 | 5.00% |
| | Bldg | Holiday/Weekend Inspection - Hourly Rate for Commercial and Residential (One Hour Minimum) | \$43.38 | \$45.55 | \$2.17 | 5.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--|-------|---|----------------------|-----------------------|-----------|----------|
| Art. V - Mobile homes, manufactured homes and parks | | | | | | |
| 8-151 | Bldg | Construction of a permanent residential and/or commercial structure in any mobile home park | \$199.24 | \$209.20 | \$9.96 | 5.00% |
| | Bldg | Plus per space amount | \$12.08 | \$12.68 | \$0.60 | 5.00% |
| 8-152 | Bldg | Mobile home owner's inspection certificate for initial hookup | \$33.23 | \$34.89 | \$1.66 | 5.00% |
| | Bldg | Reinspection | \$19.95 | \$20.95 | \$1.00 | 5.00% |
| | Bldg | Mobile home park certificate of inspection | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Plus per space amount | \$1.21 | \$1.27 | \$0.06 | 5.00% |
| 8-224 | Bldg | Reinspection | \$19.95 | \$20.95 | \$1.00 | 5.00% |
| | Bldg | Model home permit (for each application or resubmittal rejected application--to occupy) | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| 11-168 | Bldg | Itinerant merchant (Solicitor's Permit), itinerant vendor license (per quarter) | \$30.20 | \$31.75 | \$1.55 | 5.00% |
| | Bldg | Mobile Food Vendor (Cold - per quarter) | \$45.30 | \$47.50 | \$2.20 | 5.00% |
| | Bldg | Mobile Food Vendor (Hot - per quarter) | \$52.80 | \$55.50 | \$2.70 | 5.00% |
| | Bldg | Temp Food Vendor (Cold - per month) | \$18.10 | \$19.00 | \$0.90 | 5.00% |
| | Bldg | Temp Food Vendor (Hot - per month) | \$21.15 | \$22.25 | \$1.10 | 5.00% |
| Chapter 29. Signs | | | | | | |
| 29-70 | Bldg | Permit fee (based on gross surface area square footage) | | | | |
| | Bldg | Up to 40 | \$30.19 | \$31.70 | \$1.51 | 5.00% |
| | Bldg | 41 to 60 | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | Bldg | 61 to 120 | \$120.75 | \$126.79 | \$6.04 | 5.00% |
| | Bldg | 121 to 200 | \$211.31 | \$221.88 | \$10.57 | 5.00% |
| | Bldg | 201 and larger | \$392.44 | \$412.06 | \$19.62 | 5.00% |
| | Bldg | Contractor Registration Fee (Annual) | \$12.05 | \$12.65 | \$0.60 | 5.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---------------------------|--------------|---|----------------------|-----------------------|-----------|----------|
| Court Revenue | | | | | | |
| Chapter 14. Courts | | | | | | |
| 14-60 | Court | Nonstandardized sheet size, postal charges | Actual costs | Actual costs | Varies | Varies |
| | Court | All other court fees are established in accordance to C.C.P (Court of Criminal Procedures) Chapter 102, Subchapter C, Article 102.071. http://www.statutes.legis.state.tx.us/Docs/CR/htm/CR.102.htm | | | | |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--|----------------|---|------------------------------------|------------------------------------|-----------|----------|
| Library Revenue | | | | | | |
| Article V: Ord No: 358 Section 2-465. Library | | | | | | |
| | Library | Printing and Photocopying Fees | | | | |
| | Library | Color Printing (per page) | \$0.60 | \$0.65 | \$0.05 | 8.33% |
| | Library | Black/White Printing (per page) | \$0.15 | \$0.15 | \$0.00 | 0.00% |
| | Library | Photocopying Fee (per page if one-sided) | \$0.15 | \$0.15 | \$0.00 | 0.00% |
| | Library | Photocopying Fee (per page if double-sided) | \$0.30 | \$0.30 | \$0.00 | 0.00% |
| | Library | Overdue Books/DVDs/VHS Fees | | | | |
| | Library | Overdue Book (per day) + associated postage costs | \$0.15 | \$0.15 | \$0.00 | 0.00% |
| | Library | Overdue DVD or VHS tape (per day) + associated postage costs | \$0.30 | \$0.30 | \$0.00 | \$0.00 |
| | Library | Lost or damaged library item | Cost of item plus any overdue fees | Cost of item plus any overdue fees | N/A | N/A |
| | Library | Handling fee for lost or damaged library item | N/A | \$5.00 | New | New |
| | Library | Fax Fees | | | | |
| | Library | Incoming (per page) | \$0.30 | \$0.30 | \$0.00 | 0.00% |
| | Library | Outgoing | | | | |
| | Library | Up to 5 pages | \$2.40 | N/A | N/A | N/A |
| | Library | 6 – 10 pages | \$4.85 | N/A | N/A | N/A |
| | Library | 11 – 15 pages | \$7.25 | N/A | N/A | N/A |
| | Library | 16 – 20 pages | \$9.65 | N/A | N/A | N/A |
| | Library | 21 – 25 pages | \$12.10 | N/A | N/A | N/A |
| | Library | Per Set of 1 - 5 Pages | N/A | \$2.50 | \$0.10 | 4.17% |
| | Library | International Fax | | | | |
| | Library | Up to 5 pages | \$4.85 | N/A | N/A | N/A |
| | Library | 6 – 10 pages | \$9.65 | N/A | N/A | N/A |
| | Library | 11 – 15 pages | \$14.50 | N/A | N/A | N/A |
| | Library | 16 - 20 pages | \$19.30 | N/A | N/A | N/A |
| | Library | 21 - 25 pages | \$24.15 | N/A | N/A | N/A |
| | Library | Per Set of 1 - 5 Pages | N/A | \$5.00 | \$0.15 | 3.09% |
| | Library | Inter-Library Lending Fee (per book) | \$2.10 | \$2.20 | \$0.10 | 4.76% |
| | Library | Replacement Library Card | \$2.00 | \$2.10 | \$0.10 | 5.00% |
| | Library | Guest Computer Pass | \$1.00 | \$1.00 | \$0.00 | 0.00% |
| | Library | Community Room | | | | |
| | Library | \$20/per event (up to 2 hours) for each event occurring after initial event (up to 2 hours at no charge) each month | N/A | \$20.00 | New | New |
| | Library | Clean-up fee for one side of Community Room if food is served | \$75.00 | \$79.00 | \$4.00 | 5.33% |
| | Library | Clean-up fee for both sides of Community Room if food is served | \$150.00 | \$158.00 | \$8.00 | 5.33% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---|-------|---|--|--|-----------|----------|
| PARD Revenue | | | | | | |
| Chapter 26. Parks and Recreation | | | | | | |
| 26-146(a)(1) | PARD | Community Rooms - Kyle Resident (per hour) | \$35.00 | \$37.00 | \$2.00 | 5.71% |
| | PARD | Community Rooms - Kyle Resident (per day) | \$175.00 | \$184.00 | \$9.00 | 5.14% |
| | PARD | Community Rooms - Non-Kyle Resident (per hour) | \$70.00 | \$74.00 | \$4.00 | 5.71% |
| | PARD | Community Rooms - Non-Kyle Resident (per day) | \$350.00 | \$368.00 | \$18.00 | 5.14% |
| 26-146(a)(3) | PARD | Gazebo-City Square Park - Kyle Resident (per hour) | \$15.00 | \$16.00 | \$1.00 | 6.67% |
| 26-146(a)(3) | PARD | Gazebo-City Square Park - Non-Kyle Resident (per hour) | \$30.00 | \$32.00 | \$2.00 | 6.67% |
| | PARD | Historic Kyle City Hall - Kyle Resident (10% Discount for KASZ Members) (per hour) | \$105.00 | \$110.00 | \$5.00 | 4.76% |
| | PARD | Historic Kyle City Hall - Kyle Resident (10% Discount for KASZ Members) (per day) | \$525.00 | \$551.00 | \$26.00 | 4.95% |
| | PARD | Historic Kyle City Hall - Non- Kyle Resident (10% Discount for KASZ Members) (per hour) | \$210.00 | \$220.00 | \$10.00 | 4.76% |
| 26-146(a)(4) | PARD | Sports Field - Kyle Resident | | | | |
| | PARD | Without lights (per hour) | \$15.00 | \$16.00 | \$1.00 | 6.67% |
| | PARD | With lights (per hour) | \$30.00 | \$32.00 | \$2.00 | 6.67% |
| 26-146(a)(4) | PARD | Sports Field - Non-Kyle Resident | | | | |
| | PARD | Without lights (per hour) | \$30.00 | \$31.50 | \$1.50 | 5.00% |
| | PARD | With lights (per hour) | \$60.00 | \$63.00 | \$3.00 | 5.00% |
| 26-146(a)(5) | PARD | Concession Sales – Kyle Resident (per hour) | \$15.00 | \$16.00 | \$1.00 | 6.67% |
| 26-146(a)(5) | PARD | Concession Sales – Non Kyle Resident (per hour) | \$30.00 | \$32.00 | \$2.00 | 6.67% |
| | PARD | Food Truck Permit (Per Month) | \$50.00 | \$53.00 | \$3.00 | 6.00% |
| 26-146(a)(6) | PARD | Covered Pavilion – Kyle Resident (per hour) | \$25.00 | \$27.00 | \$2.00 | 8.00% |
| 26-146(a)(6) | PARD | Covered Pavilion – Non Kyle Resident (per hour) | \$50.00 | \$53.00 | \$3.00 | 6.00% |
| 26-146(a)(7) | PARD | Portable Table Rentals in all parks and pool (per day) | \$10.00 | \$11.00 | \$1.00 | 10.00% |
| 26-146(a)(8) | PARD | Tournament Rental (Sports Complex at Gregg-Clarke Park Includes Fields # 1 - # 4) (per day) | \$500.00 | \$525.00 | \$25.00 | 5.00% |
| 26-146(a)(9) | PARD | Banner Ads at Gregg-Clarke Park (annual per square foot - based on location) | \$5.00 - \$15.00 | \$5.00 - \$15.00 | \$0.00 | 0.00% |
| | PARD | Private Event Rental Clean-Up Deposit (only \$100 is refundable) | \$102.50 plus add'l expenses incurred over deposit | \$102.50 plus add'l expenses incurred over deposit | \$0.00 | 0.00% |
| | PARD | Special Event Rental Clean-Up Deposit (only \$500 is refundable) | \$502.50 plus add'l expenses incurred over deposit | \$502.50 plus add'l expenses incurred over deposit | \$0.00 | 0.00% |

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| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|---|--|-------------------------|-------------------------|-----------|----------|
| 26-146(a)(8) | PARD | Swimming Pool | | | | |
| | PARD | Open Swim Fees | | | | |
| | PARD | Kyle residents | | | | |
| | PARD | Ages 3 and under | N/A | N/A | \$0.00 | 0.00% |
| | PARD | Ages 4 - 12 | \$1.00 | \$1.00 | \$0.00 | 0.00% |
| | PARD | Ages 13 - 17 | \$2.00 | \$2.00 | \$0.00 | 0.00% |
| | PARD | Ages 18 - 54 | \$3.00 | \$3.00 | \$0.00 | 0.00% |
| | PARD | Ages 55 and above | \$1.00 | \$1.00 | \$0.00 | 0.00% |
| PARD | Non-Kyle residents (ages 4 and above) | \$4.00 | \$4.00 | \$0.00 | 0.00% | |
| | PARD | Season Pass | | | | |
| | PARD | Kyle residents | | | | |
| | PARD | Ages 3 and under | N/A | N/A | \$0.00 | 0.00% |
| | PARD | Ages 4 - 12 | \$26.00 | \$26.00 | \$0.00 | 0.00% |
| | PARD | Ages 13 - 17 | \$52.00 | \$52.00 | \$0.00 | 0.00% |
| | PARD | Ages 18 - 54 | \$78.00 | \$78.00 | \$0.00 | 0.00% |
| | PARD | Ages 55 and above | \$26.00 | \$26.00 | \$0.00 | 0.00% |
| | PARD | Family of five (additional family member(s) must purchase pass in their age group) | \$160.00 | \$160.00 | \$0.00 | 0.00% |
| | PARD | Non-Kyle residents | | | | |
| | PARD | Ages 3 and under | N/A | N/A | \$0.00 | 0.00% |
| | PARD | Ages 4 - 12 | \$104.00 | \$104.00 | \$0.00 | 0.00% |
| | PARD | Ages 13 - 17 | \$104.00 | \$104.00 | \$0.00 | 0.00% |
| | PARD | Ages 18 - 54 | \$104.00 | \$104.00 | \$0.00 | 0.00% |
| | PARD | Ages 55 and above | \$104.00 | \$104.00 | \$0.00 | 0.00% |
| PARD | Family of five (additional family member must purchase pass in their age group) | \$320.00 | \$320.00 | \$0.00 | 0.00% | |
| | PARD | Punch Card (Equals 15 Visits) | | | | |
| | PARD | Kyle residents | | | | |
| | PARD | Ages 4 - 12 | \$13.00 | \$13.00 | \$0.00 | 0.00% |
| | PARD | Ages 13 - 17 | \$26.00 | \$26.00 | \$0.00 | 0.00% |
| | PARD | Ages 18 - 54 | \$39.00 | \$39.00 | \$0.00 | 0.00% |
| | PARD | Ages 55 and above | \$13.00 | \$13.00 | \$0.00 | 0.00% |
| | PARD | Non-Kyle residents | | | | |
| | PARD | Ages 4 - 12 | \$52.00 | \$52.00 | \$0.00 | 0.00% |
| | PARD | Ages 13 - 17 | \$52.00 | \$52.00 | \$0.00 | 0.00% |
| | PARD | Ages 18 - 54 | \$52.00 | \$52.00 | \$0.00 | 0.00% |
| | PARD | Ages 55 and above | \$52.00 | \$52.00 | \$0.00 | 0.00% |
| | PARD | BOGO Season Passes & Punch Cards: | | | | |
| | PARD | October 1 - March 31 (COB) | Buy One Get One-ELV | Buy One Get One-ELV | \$0.00 | 0.00% |
| | PARD | Private rental of Kyle Pool, includes lifeguards (two-hour minimum; cost depends on number of guests/swimmers) Kyle Resident or Non-Resident | \$60.00 - \$250.00/Hour | \$60.00 - \$250.00/Hour | \$0.00 | 0.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---------------------------------|-------|---|--|--|-------------|----------|
| | PARD | Swim Lessons (Kyle Resident and Non-Resident) | | | | |
| | PARD | Group Swim Lessons (per session) | \$53.00 | \$56.00 | \$3.00 | 5.66% |
| | PARD | Preschool Swim Lessons (per session) | \$48.00 | \$50.00 | \$2.00 | 4.17% |
| | PARD | Private Swim Lessons (per session) | \$78.00 | \$82.00 | \$4.00 | 5.13% |
| | PARD | Parent-Tot Swim Lessons (per session) | \$53.00 | \$56.00 | \$3.00 | 5.66% |
| | PARD | Swim Team | N/A | \$160.00 | New | New |
| 26-146(b) | PARD | PARD Programs | | | | |
| | PARD | Polar Bear Swim (per person) | \$25.00 | \$26.00 | \$1.00 | 4.00% |
| | PARD | Sports Leagues (per person) | \$25.00 - \$125.00 | \$25.00 - \$125.00 | \$0.00 | 0.00% |
| | PARD | Hooked on Fishing Programs (per person) | \$25.00 - \$75.00 | \$25.00 - \$75.00 | \$0.00 | 0.00% |
| | PARD | Safety Training Programs | \$10.00 - \$175.00 | \$10.00 - \$250.00 | Varies | Varies |
| | PARD | Family Fun Ride | N/A | \$5.00 - \$15.00 | New | New |
| | PARD | Summer Youth Camps - Registration | \$30.00 | \$32.00 | \$2.00 | 6.67% |
| | PARD | Summer Youth Camps - Per week, per child | \$115.00 | \$120.00 | \$5.00 | 4.35% |
| | PARD | Family Campout | \$120.00/family of 4 plus \$25.00 per each additional person | \$126.00/family of 4 plus \$26.00 per each additional person | \$6 and \$1 | Varies |
| | PARD | Recreation Contract Programs | Refer to contract for rates and commission | Refer to contract for rates and commission | N/A | N/A |
| | PARD | Teen Nights | \$6.50/person | \$2 - \$15/person | Varies | Varies |
| | PARD | July 4 th Fireworks - Sponsor Fees (depends on donation amount) | \$1.00 - \$10,000.00 | \$1.00 - \$10,000.00 | \$0.00 | 0.00% |
| | PARD | Movies in the Park - Sponsor Fees (depends on donation amount) | \$1.00 - \$10,000.00 | \$1.00 - \$10,000.00 | \$0.00 | 0.00% |
| | PARD | Office Point of Purchase Sales (varies based on product) | \$1.00 - \$50.00 | \$1.00 - \$50.00 | \$0.00 | 0.00% |
| | PARD | Santa's Arrival & School Choirs | | | | |
| | PARD | Booth Spaces | \$45.00 - \$90.00 | \$45.00 - \$90.00 | \$0.00 | 0.00% |
| | PARD | Sponsorships (depends on donation amount) | \$1.00 - \$10,000.00 | \$1.00 - \$10,000.00 | \$0.00 | 0.00% |
| | PARD | Jubilee | | | | |
| | PARD | Gate Admission | N/A | \$2/person or \$5/carload | New | New |
| | PARD | Booth Spaces | N/A | \$45.00 - \$90.00 | New | New |
| | PARD | Sponsorships (depends on donation amount) | N/A | \$1.00 - \$10,000.00 | New | New |
| | PARD | Texas Hunting and Fishing Licenses Rates Vary - Set by State of Texas - please refer to http://www.tpwd.state.tx.us/business/licenses/public/recreational/ for the current amount being charged. The amount listed on the website does include a 5% sales commission to the City. | | | | |
| Chapter 41. Subdivisions | | | | | | |
| 41-147(b) | PARD | Parkland dedication fee - Land (per LUE at final plat) | \$600.00/LUE | \$600.00/LUE | \$0.00 | 0.00% |
| | PARD | Parkland dedication fee - Improvements/Facilities (per LUE at final plat) | \$600.00/LUE | \$600.00/LUE | \$0.00 | 0.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---------------------------|---------------|---|----------------------|-----------------------|-----------|----------|
| PD Revenue | | | | | | |
| Chapter 5. Animals | | | | | | |
| 5-156(d) | PD | Adoption of animals from shelter | \$90.55 | \$95.08 | \$4.53 | 5.00% |
| 5-184 | PD | Failure of a dog or cat to wear a vaccination tag | \$24.15 | \$25.36 | \$1.21 | 5.00% |
| 5-185 | PD | Annual Animal License Fee - Unneutered dog or cat | \$10.00 | \$10.50 | \$0.50 | 5.00% |
| | PD | Annual Animal License Fee - Neutered dog or cat | \$5.00 | \$5.25 | \$0.25 | 5.00% |
| | PD | Annual Animal License Fee - Other animals | \$5.00 | \$5.25 | \$0.25 | 5.00% |
| 5-213(a) | PD | Commercial animal enterprises and multiple animal ownership | | | | |
| | PD | Circus or zoo | \$603.75 | \$633.94 | \$30.19 | 5.00% |
| | PD | Commercial animal enterprise | \$120.75 | \$126.79 | \$6.04 | 5.00% |
| | PD | Multiple animal owner | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | PD | Guard dog | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | PD | Annual renewal fee for all | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| 5-9 (all fees) | PD | Impoundment Fee (Per Animal Captured) - San Marcos Animal Shelter | | | | |
| | PD | Unneutered Dog or Cat - First Time | \$21.74 | \$21.74 | \$0.00 | 0.00% |
| | PD | Second Time | \$36.23 | \$36.23 | \$0.00 | 0.00% |
| | PD | Third Time | \$72.45 | \$72.45 | \$0.00 | 0.00% |
| | PD | Neutered Dog or Cat - First Time | \$21.74 | \$21.74 | \$0.00 | 0.00% |
| | PD | Second Time | \$36.23 | \$36.23 | \$0.00 | 0.00% |
| | PD | Third Time | \$72.45 | \$72.45 | \$0.00 | 0.00% |
| | PD | Fowl or Other Small Animal - First Time | \$21.74 | \$21.74 | \$0.00 | 0.00% |
| | PD | Second Time | \$36.23 | \$36.23 | \$0.00 | 0.00% |
| | PD | Third Time | \$72.45 | \$72.45 | \$0.00 | 0.00% |
| | PD | Livestock - First Time | \$60.38 | \$60.38 | \$0.00 | 0.00% |
| | PD | Second Time | \$241.50 | \$241.50 | \$0.00 | 0.00% |
| | PD | Third Time | \$422.63 | \$422.63 | \$0.00 | 0.00% |
| | PD | Zoological and/or Circus Animal - First Time | \$120.75 | \$120.75 | \$0.00 | 0.00% |
| | PD | Second Time | \$241.50 | \$241.50 | \$0.00 | 0.00% |
| | PD | Third Time | \$603.75 | \$603.75 | \$0.00 | 0.00% |
| | PD | More than four violations by any pet or combination thereof owned by the same person in three years or less shall be a flat fee for each impoundment thereafter | \$603.75 | \$603.75 | \$0.00 | 0.00% |
| | PD | Impoundment Fee (Per Animal Captured) | | | | |
| | PD | Owner/Harbored Animal Surrender Fees | | | | |
| | PD | Cats | \$30.19 | \$0.00 | (\$30.19) | -100.00% |
| | PD | Dogs | \$30.19 | \$0.00 | (\$30.19) | -100.00% |
| | PD | Litters dogs or cats | \$54.34 | \$0.00 | (\$54.34) | -100.00% |
| | PD | Other small animals | \$12.08 | \$0.00 | (\$12.08) | -100.00% |
| PD | Large animals | N/A | N/A | N/A | N/A | |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-------|--|----------------------|-----------------------|-----------|----------|
| 11-282 | PD | Commercial Towing and Wrecker Service | | | | |
| | PD | Within City Limits | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | PD | Outside City Limits | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | PD | Per Mile | \$1.21 | \$1.27 | \$0.06 | 5.00% |
| | PD | Dolly Required Tow | \$84.53 | \$88.75 | \$4.23 | 5.00% |
| | PD | Exceptional labor (per hour; one hour minimum) | \$30.19 | \$31.70 | \$1.51 | 5.00% |
| | PD | Does not include normal hook-up procedures or routine cleanup when it takes 30 minutes or less | | | | |
| | PD | Storage for first five days for storage fees (per day) | \$6.04 | \$6.34 | \$0.30 | 5.00% |
| | PD | After first five days (per day) | \$8.45 | \$8.88 | \$0.42 | 5.00% |
| | PD | Separate charge for a trailer | | | | |
| | PD | Inside storage fees requested by the owner or operator of the vehicle (per day) | \$12.08 | \$12.68 | \$0.60 | 5.00% |
| | PD | If inside storage is requested by police department, the city shall pay the difference between the regular and inside storage fee | | | | |
| | PD | Waiting at the scene for permission to remove vehicle after first 30 minutes (per hour) | \$24.15 | \$25.36 | \$1.21 | 5.00% |
| | PD | Exceptional labor used to retrieve a vehicle from a river, creek, or any waterway | Actual costs | Actual costs | N/A | N/A |
| 11-283 | PD | Administration fee for each nonconsent or motor vehicle accident tow performed | \$6.04 | \$6.34 | \$0.30 | 5.00% |
| 11-285 | PD | Vehicles released during hours other than normal business | \$24.15 | \$25.36 | \$1.21 | 5.00% |
| 23-241(b) | PD | Abandoned motor vehicles (garagekeepers report) | \$12.08 | \$12.68 | \$0.60 | 5.00% |
| | PD | Crash Report Fee - Requested Online (per report) | | | | |
| | PD | Total Charge | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | PD | PoliceReports.us Fee | \$2.50 | \$2.50 | \$0.00 | 0.00% |
| | PD | Net Amount Remitted to City | \$3.50 | \$3.50 | \$0.00 | 0.00% |
| | PD | Crash Report Fee - Requested at PD (per report) | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | PD | PD Certification of Crash Report (per report; in addition to Crash Report Fee) | \$2.00 | \$2.00 | \$0.00 | 0.00% |
| | PD | Local Background / Police Clearance Letter | \$5.00 | \$10.00 | \$5.00 | 100.00% |
| | PD | False Alarm Fee (Per Incident) - Number of violations is calculated over a rolling 12-month period | | | | |
| | | 3 or Less | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| | | 4 - 5 | \$50.00 | \$52.50 | \$2.50 | 5.00% |
| | | 6 - 7 | \$75.00 | \$78.75 | \$3.75 | 5.00% |
| | | 8 or More | \$100.00 | \$105.00 | \$5.00 | 5.00% |
| | PD | Mass Gathering Fees | | | | |
| | | Permit Fee | \$300.00 | \$300.00 | \$0.00 | 0.00% |
| | | Inspection Fee | Actual costs | Actual costs | \$0.00 | 0.00% |
| | PD | All other police department fees are established in accordance to the AG Charge Schedule authorized by the Texas Administrative Code, Title 1, Part 3, Chapter 70, Rule Section 70.3. http://info.sos.state.tx.us/pls/pub/readac\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=70&rl=3 | | | | |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------------------|-------|--|----------------------|---|-----------|----------|
| Planning Revenue | | | | | | |
| Subdivision Plats | | | | | | |
| 8-108 | Plan | Concept plan (filing and review) - Base | \$1,058.01 | \$1,110.91 | \$52.90 | 5.00% |
| | Plan | Concept plan (filing and review) - + Per Acre Fee | \$17.25 | \$18.11 | \$0.86 | 5.00% |
| 8-109 | Plan | Short form plat - Base | \$431.70 | \$453.29 | \$21.59 | 5.00% |
| 8-115 | Plan | Short form plat - + Per Lot Fee | \$5.75 | \$6.04 | \$0.29 | 5.00% |
| 8-110 | Plan | Preliminary plan - Base | \$954.84 | \$1,002.58 | \$47.74 | 5.00% |
| | Plan | Preliminary plan - + Per Lot Fee | \$5.75 | \$6.04 | \$0.29 | 5.00% |
| 8-111 | Plan | Final plat - Base | \$1,088.34 | \$1,142.76 | \$54.42 | 5.00% |
| | Plan | Final plat - + Per Acre Fee | \$17.25 | \$18.11 | \$0.86 | 5.00% |
| 8-112 | Plan | Site development - Base | \$1,554.08 | \$1,631.78 | \$77.70 | 5.00% |
| | Plan | Site development - + Per Acre Fee | \$86.25 | \$90.56 | \$4.31 | 5.00% |
| 8-113 | Plan | Engineer review fee (total amount billed to city, plus ten percent) | Varies | Varies | N/A | N/A |
| 8-114 | Plan | Plat vacation (plus all estimated county recording fees) | \$295.47 | \$310.24 | \$14.77 | 5.00% |
| 8-116 | Plan | Subdivision variance request (in advance for each variance requested) | \$537.65 | \$564.53 | \$26.88 | 5.00% |
| 8-117 | Plan | Construction inspection (total amount deposited prior to start of construction) For construction of all streets, water, wastewater, drainage and other infrastructure required to be constructed for the approval and final acceptance of any subdivision or section thereof shall be paid, together with all other applicable fees and charges | 2% of estimated cost | 2% of estimated cost | N/A | N/A |
| 8-118 | Plan | Zoning change and variances - Base | \$407.68 | \$428.06 | \$20.38 | 5.00% |
| | Plan | Zoning change and variances - + Per Acre Fee | \$3.45 | \$3.62 | \$0.17 | 5.00% |
| | Plan | Plum Creek PUD Substantial Amendment | N/A | \$407.68+\$3.45 per acre + newspaper notification fee | New | New |
| | Plan | Plum Creek PUD Minor Amendment | N/A | \$200.00 | New | New |
| | Plan | Each applicant requested postponement of zoning request | \$66.40 | \$69.72 | \$3.32 | 5.00% |
| | Plan | Zoning Verification Letter | \$60.40 | \$63.42 | \$3.02 | 5.00% |
| | Plan | Public Improvement Construction Plan Review + 1.5% of value of improvements | \$1,750.97 | \$1,838.52 | \$87.55 | 5.00% |
| | Plan | Small Site Development | \$851.88 | \$894.47 | \$42.59 | 5.00% |
| | Plan | Requested Code Amendment | N/A | \$200 (plus newspaper notification fee) | New | New |
| | Plan | Voluntary Annexation | N/A | \$850 (plus newspaper notification fee) | New | New |
| | Plan | Newspaper notification fee | \$181.15 | \$190.21 | \$9.06 | 5.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---------------------------|-------------|--|----------------------|-----------------------|-----------|----------|
| Chapter 53. Zoning | | | | | | |
| 53-639 | Plan | Recreational vehicle park district (annual park license) | | | | |
| | Plan | First ten lots | \$120.75 | \$126.79 | \$6.04 | 5.00% |
| | Plan | Per each additional lot | \$6.04 | \$6.34 | \$0.30 | 5.00% |
| 53-895 | Plan | Application for conditional use permit | \$181.15 | \$190.21 | \$9.06 | 5.00% |
| | Plan | Plus per acre | \$3.60 | \$3.78 | \$0.18 | 5.00% |
| | Plan | Maps for sale (fees) | | | | |
| | Plan | Tabloid size (11" x 17") | \$12.10 | \$5.00 | (\$7.10) | -58.68% |
| | Plan | Arch. C-Size (24" x 36") | \$30.20 | \$15.00 | (\$15.20) | -50.33% |
| | Plan | Custom (formula: \$25.00 base + \$25.00 per hr) | Variable price | Variable price | \$0.00 | 0.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---|-------|--|--|--|-----------|----------|
| Public Works Revenue | | | | | | |
| Chapter 38. Streets, Sidewalks and Other Public Places | | | | | | |
| 38-139 | PW | Construction permit (alteration in right-of-way) | \$301.88 | \$316.97 | \$15.09 | 5.00% |
| | PW | Plus any engineering fees incurred | | | | |
| | PW | Per month of duration of permit | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| 38-140 | PW | Excavation permit (alteration in right-of-way) | \$301.88 | \$316.97 | \$15.09 | 5.00% |
| | PW | Plus any engineering fees incurred | | | | |
| | PW | Per month of duration of permit | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| 38-144 | PW | Certificate of occupation per year and per linear foot (permanent structure in right-of-way) | \$15.00/linear foot | \$15.75/linear foot | \$0.75 | 5.00% |
| 38-145 | PW | Temporary obstruction or occupation of the right-of-way | \$150.00 | \$157.50 | \$7.50 | 5.00% |
| 38-153 | PW | Appeal from permit revocation or other action | \$150.00 | \$157.50 | \$7.50 | 5.00% |
| Chapter 50. Utilities | | | | | | |
| 50-20(a) | PW | Water and sewer system tap fees | | | | |
| | PW | Water tap | | | | |
| | PW | Inside city | \$207.00 + Cost | \$217.35 + Cost | \$10.35 | 5.00% |
| | PW | Outside city | \$261.60 + Cost | \$274.68 + Cost | \$13.08 | 5.00% |
| | PW | Sewer tap | | | | |
| | PW | Inside city | \$207.00 + Cost | \$217.35 + Cost | \$10.35 | 5.00% |
| | PW | Outside city | \$261.60 + Cost | \$274.68 + Cost | \$13.08 | 5.00% |
| | PW | Water Flow Tests | \$57.50 | \$60.38 | \$2.88 | 5.00% |
| | PW | Water Bac-T (Bacteria) Samples | \$57.50 for first sample + \$16.00 for each add'l sample | \$60.38 for first sample + \$17.00 for each add'l sample | \$2.88 | 5.00% |
| Art. V - Industrial Waste | | | | | | |
| 50-211(d) | PW | Tests for waste of abnormal strength | \$6.05 | \$6.35 | \$0.30 | 5.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------------------------|----------------------|--|----------------------------|-----------------------|-----------|----------|
| Utility Billing Revenue | | | | | | |
| 50-21 | UB | Service Connection Fee | | | | |
| | UB | Water, sewer, and trash customers | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | UB | Wastewater customers only-service charge | \$30.19 | \$31.70 | \$1.51 | 5.00% |
| | UB | Emergency shut off fee | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | UB | After hours turn on fee | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | UB | Meter Test (3rd Party) | | | | |
| | UB | Residential meter | \$114.71 | \$120.45 | \$5.74 | 5.00% |
| | UB | Commercial meter | \$211.31 | \$221.88 | \$10.57 | 5.00% |
| | UB | Meter tampering fee | \$603.75 + Possible | \$633.94 + Possible | \$30.19 | 5.00% |
| UB | Late payment penalty | 10% of outstanding balance | 10% of outstanding balance | N/A | N/A | |
| 50-22 | UB | Deposit for water, sewer and trash collection services (per | \$90.56 | \$95.09 | \$4.53 | 5.00% |
| | UB | Deposit for sewer and trash collection services only (per LUE) | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | UB | Fire Hydrant Deposit | \$1,380.00 | \$1,449.00 | \$69.00 | 5.00% |
| | UB | Fire Hydrant Minimum Charge (monthly) | \$138.42 | \$145.34 | \$6.92 | 5.00% |
| | UB | Delinquent Billing Fee (Disconnect/Reconnect) | | | | |
| | UB | Within corporate limits of the city | \$52.50 | \$55.13 | \$2.63 | 5.00% |
| | UB | Outside corporate limits of the city | \$72.45 | \$76.07 | \$3.62 | 5.00% |
| | UB | Additional deposit may be required (calculated) | | | | |
| | UB | Delinquent Billing Fee (Disconnect List Only) | \$36.23 | \$38.04 | \$1.81 | 5.00% |
| | UB | Transfer of service fee (within the city) | \$36.23 | \$38.04 | \$1.81 | 5.00% |
| | UB | Cost of Meter (initial install of meter - actual City cost plus ten percent) | Varies | Varies | N/A | N/A |
| | UB | Service Charge for Inspection Turn On | \$69.00 | \$72.45 | \$3.45 | 5.00% |
| 50-23 | UB | Water Minimum Charge (monthly) | | | | |
| | UB | Inside city | | | | |
| | UB | Single-family residential | | | | |
| | UB | 5/8 and 3/4 inch | \$27.69 | \$33.23 | \$5.54 | 20.00% |
| | UB | 1-inch | \$41.53 | \$49.83 | \$8.31 | 20.00% |
| | UB | 1 1/2-inch | \$69.20 | \$83.04 | \$13.84 | 20.00% |
| | UB | 2-inch | \$138.42 | \$166.10 | \$27.68 | 20.00% |
| | UB | 3-inch | \$221.46 | \$265.75 | \$44.29 | 20.00% |
| | UB | 4-inch | \$442.92 | \$531.50 | \$88.58 | 20.00% |
| | UB | 6-inch | \$692.06 | \$830.47 | \$138.41 | 20.00% |
| UB | 8-inch | \$1,384.11 | \$1,660.93 | \$276.82 | 20.00% | |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-------|---------------------------|----------------------|-----------------------|-----------|----------|
| | UB | Multifamily residential | | | | |
| | UB | 5/8 and 3/4 inch | \$27.69 | \$33.23 | \$5.54 | 20.00% |
| | UB | 1-inch | \$41.53 | \$49.83 | \$8.31 | 20.00% |
| | UB | 1 1/2-inch | \$69.20 | \$83.04 | \$13.84 | 20.00% |
| | UB | 2-inch | \$138.42 | \$166.10 | \$27.68 | 20.00% |
| | UB | 3-inch | \$221.46 | \$265.75 | \$44.29 | 20.00% |
| | UB | 4-inch | \$442.92 | \$531.50 | \$88.58 | 20.00% |
| | UB | 6-inch | \$692.06 | \$830.47 | \$138.41 | 20.00% |
| | UB | 8-inch | \$1,384.11 | \$1,660.93 | \$276.82 | 20.00% |
| | UB | Commercial | | | | |
| | UB | 5/8 and 3/4 inch | \$27.69 | \$33.23 | \$5.54 | 20.00% |
| | UB | 1-inch | \$41.53 | \$49.83 | \$8.31 | 20.00% |
| | UB | 1 1/2-inch | \$69.20 | \$83.04 | \$13.84 | 20.00% |
| | UB | 2-inch | \$138.42 | \$166.10 | \$27.68 | 20.00% |
| | UB | 3-inch | \$221.46 | \$265.75 | \$44.29 | 20.00% |
| | UB | 4-inch | \$442.92 | \$531.50 | \$88.58 | 20.00% |
| | UB | 6-inch | \$692.06 | \$830.47 | \$138.41 | 20.00% |
| | UB | 8-inch | \$1,384.11 | \$1,660.93 | \$276.82 | 20.00% |
| | UB | Irrigation | | | | |
| | UB | 5/8 and 3/4 inch | \$27.69 | \$33.23 | \$5.54 | 20.00% |
| | UB | 1-inch | \$41.53 | \$49.83 | \$8.31 | 20.00% |
| | UB | 1 1/2-inch | \$69.20 | \$83.04 | \$13.84 | 20.00% |
| | UB | 2-inch | \$138.42 | \$166.10 | \$27.68 | 20.00% |
| | UB | 3-inch | \$221.46 | \$265.75 | \$44.29 | 20.00% |
| | UB | 4-inch | \$442.92 | \$531.50 | \$88.58 | 20.00% |
| | UB | 6-inch | \$692.06 | \$830.47 | \$138.41 | 20.00% |
| | UB | 8-inch | \$1,384.11 | \$1,660.93 | \$276.82 | 20.00% |
| | UB | Outside City | | | | |
| | UB | Single-family residential | | | | |
| | UB | 5/8 and 3/4 inch | \$37.26 | \$44.71 | \$7.45 | 20.00% |
| | UB | 1-inch | \$55.90 | \$67.07 | \$11.18 | 20.00% |
| | UB | 1 1/2-inch | \$93.17 | \$111.80 | \$18.63 | 20.00% |
| | UB | 2-inch | \$186.32 | \$223.59 | \$37.26 | 20.00% |
| | UB | 3-inch | \$298.11 | \$357.74 | \$59.62 | 20.00% |
| | UB | 4-inch | \$596.23 | \$715.47 | \$119.25 | 20.00% |
| | UB | 6-inch | \$931.61 | \$1,117.94 | \$186.32 | 20.00% |
| | UB | 8-inch | \$1,863.23 | \$2,235.87 | \$372.65 | 20.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-----------|---|----------------------|-----------------------|-----------|----------|
| | UB | Multifamily residential | | | | |
| | UB | 5/8 and 3/4 inch | \$37.26 | \$44.71 | \$7.45 | 20.00% |
| | UB | 1-inch | \$55.90 | \$67.07 | \$11.18 | 20.00% |
| | UB | 1 1/2-inch | \$93.17 | \$111.80 | \$18.63 | 20.00% |
| | UB | 2-inch | \$186.32 | \$223.59 | \$37.26 | 20.00% |
| | UB | 3-inch | \$298.11 | \$357.74 | \$59.62 | 20.00% |
| | UB | 4-inch | \$596.23 | \$715.47 | \$119.25 | 20.00% |
| | UB | 6-inch | \$931.61 | \$1,117.94 | \$186.32 | 20.00% |
| | UB | 8-inch | \$1,863.23 | \$2,235.87 | \$372.65 | 20.00% |
| | UB | Commercial | | | | |
| | UB | 5/8 and 3/4 inch | \$37.26 | \$44.71 | \$7.45 | 20.00% |
| | UB | 1-inch | \$55.90 | \$67.07 | \$11.18 | 20.00% |
| | UB | 1 1/2-inch | \$93.17 | \$111.80 | \$18.63 | 20.00% |
| | UB | 2-inch | \$186.32 | \$223.59 | \$37.26 | 20.00% |
| | UB | 3-inch | \$298.11 | \$357.74 | \$59.62 | 20.00% |
| | UB | 4-inch | \$596.23 | \$715.47 | \$119.25 | 20.00% |
| | UB | 6-inch | \$931.61 | \$1,117.94 | \$186.32 | 20.00% |
| | UB | 8-inch | \$1,863.23 | \$2,235.87 | \$372.65 | 20.00% |
| | UB | Irrigation | | | | |
| | UB | 5/8 and 3/4 inch | \$37.26 | \$44.71 | \$7.45 | 20.00% |
| | UB | 1-inch | \$55.90 | \$67.07 | \$11.18 | 20.00% |
| | UB | 1 1/2-inch | \$93.17 | \$111.80 | \$18.63 | 20.00% |
| | UB | 2-inch | \$186.32 | \$223.59 | \$37.26 | 20.00% |
| | UB | 3-inch | \$298.11 | \$357.74 | \$59.62 | 20.00% |
| | UB | 4-inch | \$596.23 | \$715.47 | \$119.25 | 20.00% |
| | UB | 6-inch | \$931.61 | \$1,117.94 | \$186.32 | 20.00% |
| | UB | 8-inch | \$1,863.23 | \$2,235.87 | \$372.65 | 20.00% |
| | UB | Water volume rate monthly use (per 1,000 gallons) | | | | |
| | UB | Inside city limits | | | | |
| | UB | Single-family residential | | | | |
| | UB | 0 to 4,000 | \$3.67 | \$4.40 | \$0.73 | 20.00% |
| | UB | 4,001 to 8,000 | \$4.59 | \$5.50 | \$0.92 | 20.00% |
| | UB | 8,001 to 12,000 | \$5.51 | \$6.61 | \$1.10 | 20.00% |
| | UB | 12,001 to 16,000 | \$6.41 | \$7.69 | \$1.28 | 20.00% |
| | UB | 16,001 to 20,000 | \$7.33 | \$8.80 | \$1.47 | 20.00% |
| | UB | 20,001 to 30,000 | \$8.25 | \$9.90 | \$1.65 | 20.00% |
| | UB | 30,001 to 50,000 | \$9.17 | \$11.01 | \$1.83 | 20.00% |
| | UB | 50,001 or more | \$11.00 | \$13.20 | \$2.20 | 20.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-------|---|----------------------|-----------------------|-----------|----------|
| | UB | Multifamily residential | | | | |
| | UB | 1 to 99,999,999 | \$6.61 | \$7.94 | \$1.32 | 20.00% |
| | UB | Commercial | | | | |
| | UB | 1 to 99,999,999 | \$6.61 | \$7.94 | \$1.32 | 20.00% |
| | UB | Irrigation | | | | |
| | UB | 1 to 99,999,999 | \$7.72 | \$9.27 | \$1.54 | 20.00% |
| | UB | Construction | | | | |
| | UB | 1 to 99,999,999 | \$6.61 | \$7.94 | \$1.32 | 20.00% |
| | UB | Outside city limits | | | | |
| | UB | Single-family residential | | | | |
| | UB | 0 to 4,000 | \$4.95 | \$5.94 | \$0.99 | 20.00% |
| | UB | 4,001 to 8,000 | \$6.18 | \$7.41 | \$1.24 | 20.00% |
| | UB | 8,001 to 12,000 | \$7.40 | \$8.88 | \$1.48 | 20.00% |
| | UB | 12,001 to 16,000 | \$8.65 | \$10.37 | \$1.73 | 20.00% |
| | UB | 16,001 to 20,000 | \$9.87 | \$11.84 | \$1.97 | 20.00% |
| | UB | 20,001 to 30,000 | \$11.11 | \$13.34 | \$2.22 | 20.00% |
| | UB | 30,001 to 50,000 | \$12.34 | \$14.81 | \$2.47 | 20.00% |
| | UB | 50,001 or more | \$14.81 | \$17.77 | \$2.96 | 20.00% |
| | UB | Multifamily residential | | | | |
| | UB | 1 to 99,999,999 | \$8.91 | \$10.69 | \$1.78 | 20.00% |
| | UB | Commercial | | | | |
| | UB | 1 to 99,999,999 | \$8.91 | \$10.69 | \$1.78 | 20.00% |
| | UB | Irrigation | | | | |
| | UB | 1 to 99,999,999 | \$10.40 | \$12.47 | \$2.08 | 20.00% |
| | UB | Construction | | | | |
| | UB | 1 to 99,999,999 | \$7.42 | \$8.90 | \$1.48 | 20.00% |
| | UB | Emergency interconnect wholesale water rate (per 1,000 gallons) | \$4.96 | \$5.96 | \$0.99 | 20.00% |
| 50-24 | UB | Wastewater Minimum Charge (monthly) | | | | |
| | UB | Inside city limits | | | | |
| | UB | Residential | \$16.35 | \$17.99 | \$1.64 | 10.00% |
| | UB | Nonresidential | \$16.35 | \$17.99 | \$1.64 | 10.00% |
| | UB | Commercial Sewer Only | \$16.35 | \$17.99 | \$1.64 | 10.00% |
| | UB | Flat rate customers | \$39.60 | \$43.56 | \$3.96 | 10.00% |
| | UB | Outside city limits | | | | |
| | UB | Residential | \$22.07 | \$24.28 | \$2.21 | 10.00% |
| | UB | Nonresidential | \$22.07 | \$24.28 | \$2.21 | 10.00% |
| | UB | Commercial Sewer Only | \$22.07 | \$24.28 | \$2.21 | 10.00% |
| | UB | Flat rate customers | \$53.46 | \$58.81 | \$5.35 | 10.00% |

Item # 1

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-------|--|----------------------|-----------------------|-----------|----------|
| | UB | Sewer volume rate monthly use (per 1,000 gallons) | | | | |
| | UB | Inside city limits | | | | |
| | UB | Residential (based on winter water use average) | \$3.17 | \$3.48 | \$0.32 | 10.00% |
| | UB | Nonresidential (based on monthly water meter reading) | \$3.57 | \$3.93 | \$0.36 | 10.00% |
| | UB | Commercial Sewer Only | \$3.57 | \$3.93 | \$0.36 | 10.00% |
| | UB | Flat rate customers | N/A | N/A | N/A | N/A |
| | UB | Outside city limits | | | | |
| | UB | Residential (based on winter water use average) | \$4.27 | \$4.70 | \$0.43 | 10.00% |
| | UB | Nonresidential (based on monthly water meter reading) | \$4.83 | \$5.31 | \$0.48 | 10.00% |
| | UB | Commercial Sewer Only | \$4.83 | \$5.31 | \$0.48 | 10.00% |
| | UB | Flat rate customers | N/A | N/A | N/A | N/A |
| 50-25 | UB | Solid waste collection and disposal monthly rates (Per TDS contract with the City of Kyle) | | | | |
| | UB | Full retail rate - October - March | \$19.53 | \$20.47 | \$0.94 | 4.81% |
| | UB | Full retail rate - April - September | \$20.47 | \$21.45 | \$0.98 | 4.79% |
| | UB | Refuse Extra Cart - October - March | \$11.23 | \$11.76 | \$0.53 | 4.72% |
| | UB | Refuse Extra Cart - April - September | \$11.76 | \$12.34 | \$0.58 | 4.93% |
| | UB | Bag Tag (per each extra 30 gallon bag or bundle) - October - March | \$5.24 | \$5.49 | \$0.25 | 4.77% |
| | UB | Bag Tag (per each extra 30 gallon bag or bundle) - April - September | \$5.49 | \$5.76 | \$0.27 | 4.92% |
| | UB | Senior Rate (10% discount) - October - March | \$17.58 | \$18.42 | \$0.84 | 4.78% |
| | UB | Senior Rate (10% discount) - April - September | \$18.42 | \$19.31 | \$0.89 | 4.83% |
| | UB | Senior Refuse Extra Cart - October - March | \$10.11 | \$10.59 | \$0.48 | 4.75% |
| | UB | Senior Refuse Extra Cart - April - September | \$10.59 | \$11.11 | \$0.52 | 4.91% |
| | UB | Solid Waste Admin Fee (per month per account) | \$2.50 | \$2.63 | \$0.13 | 5.00% |

Item # 1



CITY OF KYLE, TEXAS

Ordinance for Adoption of Annual Budget for Fiscal Year 2013-14

Meeting Date: 9/4/2013
Date time: 7:00 PM

Subject/Recommendation:

(Second Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, INCLUDING WATER AND WASTEWATER RATE INCREASES, IMPLEMENTATION OF NEW CITY FEES, OTHER FEE INCREASES AS SPECIFIED IN THE FEE SCHEDULE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. ~ *Lanny Lambert, City Manager*

Other Information:

The Fiscal Year 2013-14 Annual Budget is a financial plan for all City funds, programs, services, operations, and activities for the period covering October 1, 2013 through September 30, 2014. The City's Fiscal Year 2013-14 Annual Budget requires raising more revenue from property taxes than in the previous year. The City's Annual Budget also requires raising more revenue from fees and charges and water and wastewater rates than in the previous year. The Fiscal Year 2013-14 Annual Budget for all City expenditures totals approximately \$45.36 million from all City funds; which includes approximately \$14.72 million for the City's General Fund expenditures.

During the month of August 2013, the City Council held five (5) Budget Work Sessions in public meetings to review revenue estimates for the City's General Fund and the Water and Wastewater Utility Fund, line item expenditure budgets for all City departments, revenue, expenditures and fund balances for all City Funds, miscellaneous fee schedule, implementation of new fees, rate increases for water and wastewater services, and property tax increases.

By September 4, 2013, the scheduled date of the 2nd Reading of the Budget Adoption Ordinance, the City Council held a total of twenty (20) public hearings to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons on the City's annual budget, property tax rate increases, implementation of new City fees, miscellaneous City fee increases, and increases to the water and wastewater service rates.

Of the twenty (20) public hearings held, five (5) public hearings were specifically dedicated to obtain comments and recommendations. ^{Cover Memo} Item # 2

Kyle citizens, residents, businesses, and other interested persons on the City's property tax rates. In compliance with the Truth-in-Taxation requirements, all public notices were published in the Hays Free Press on July 31, 2013, August 7, 2013, August 28, 2013 and the two required public hearings on tax increase were held on August 21, 2013 and August 27, 2013.

All Public Hearings were conducted in open meetings as part of special called Budget Work Sessions of the Kyle City Council on the City's proposed Fiscal Year 2013-14 Annual Budget, Property Tax Rates, Fees & Charges, and Water/Wastewater Rates at the Kyle City Hall, 100 West Center Street, Kyle, Texas.

Budget Information:

The City's Annual Budget as reviewed and amended by the City Council for Fiscal Year 2013-14 totals approximately \$45.36 million in expenditures for all City Funds. Please refer to the budget document for complete details on the City's website at www.cityofkyle.com/finance/budget-fy-2013-14, also available in paper copy at City Hall and the Kyle Public Library.

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

Attachments / click to download

- [Ordinance - Budget Adoption FY 2014](#)
 - [Fees & Charges Schedule](#)
 - [All Fund Summary As Amended](#)
 - [Amendments to Proposed Budget FY 2013-14](#)
 - [Non CIP Items for 2014 Tax Notes](#)
-

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY OF KYLE, TEXAS ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, INCLUDING WATER AND WASTEWATER RATE INCREASES, IMPLEMENTATION OF NEW CITY FEES, OTHER FEE INCREASES AS SPECIFIED IN THE FEE SCHEDULE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE**

Whereas, the City Manager of the City of Kyle, Texas has submitted to the Mayor and City Council on August 1, 2013 a proposed Operating Budget for the revenue and expenditures, water and wastewater rates, implementation of new City fees, and other fees and charges included in the Fee Schedule for conducting the affairs of the City thereof and providing a complete financial plan for Fiscal Year 2013-14 in compliance with the Kyle City Charter and the laws of the State of Texas; and which said proposed budget has been compiled from detailed information obtained from all departments and offices of the City; and,

Whereas, the Mayor and City Council received the City Manager's proposed budget and conducted public hearings on the budget, a copy of which with all supporting materials has been filed with the City Secretary, all in compliance with state law and the Kyle City Charter; and,

Whereas, during the month of August 2013, the City Council held five (5) Budget Work Sessions during public meetings to review revenue estimates for the City's General Fund and the Water and Wastewater Utility Fund, line item expenditure budgets for all City departments, revenue, expenditures and fund balances for all City Funds, miscellaneous fee schedule, implementation of new City fees, rate increases for water and wastewater services, and property tax increases.

Whereas, the Mayor and City Council have reviewed the Fiscal Year 2013-14 Operating Budget including line item expenditure budgets of all City departments, water and wastewater rate increases, implementation of new City fees, and other fee increases as specified in the Fee Schedule and, having considered any and all appropriate amendments, now deem this document, here marked as Exhibit "A" and made a part hereof, to be the appropriate financial plan for the City of Kyle in the ensuing fiscal year.

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. Public Hearings. By September 4, 2013, the scheduled date of the 2nd Reading of the Budget Adoption Ordinance, the City Council will have held a total of twenty (20) public hearings to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons on the City's annual budget, property tax rate increases, implementation of new City fees, miscellaneous City fee increases, and increases to the water and wastewater service rates.

Section 3. Budget Adoption. The Annual Budget of the City of Kyle including revenue and expenditures, water and wastewater rates, and other fees and charges listed in the Fee Schedule for conducting the affairs of the City thereof and providing a complete financial plan for Fiscal Year 2013-14 beginning October 1, 2013 and ending September 30, 2014, a copy of which is attached hereto as "Exhibit A", be and the same is in all things adopted and approved as the annual budget for all expenditures/expenses as well as fixed charges against the City for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

Section 4. Approval of Expenditures by Fund. The sums included within the budget as described herein are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City of Kyle as established in the approved budget for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

Section 5. Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

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, Ch. 551, Texas Local Government 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 applicable state law and the City Charter.

PASSED AND APPROVED on First Reading this 3rd day of September, 2013.

FINALLY PASSED AND APPROVED on this 4th day of September, 2013.

ATTEST:

CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor

City of Kyle, Texas
Summary of Proposed Budget
For Fiscal Year 2013-14

| | General Fund 110 | Emergency Reserve Fund 112 | Utility Fund 310 | Road Improvement Fund 115 | Transportation Fund 127 | Police Forfeiture Fund 131 | Police Sp. Revenue Fund 132 |
|--|----------------------------|-------------------------------------|----------------------------|------------------------------------|-------------------------------|-------------------------------------|--------------------------------------|
| 1. * Beginning Balance | \$ 5,941,320 | \$ 350,000 | \$ 1,933,660 | \$ 1,392,316 | \$ (327,321) | \$ 4,396 | \$ 9,196 |
| 2. Revenue | \$ 13,244,074 | \$ - | \$ 12,093,377 | \$ 41,400 | \$ 200,000 | \$ - | \$ 2,700 |
| 3. Transfers-in | 1,317,500 | 400,000 | - | - | 27,100 | - | - |
| 4. Total Revenue & Transfers-in: | <u>\$ 14,561,574</u> | <u>\$ 400,000</u> | <u>\$ 12,093,377</u> | <u>\$ 41,400</u> | <u>\$ 227,100</u> | <u>\$ -</u> | <u>\$ 2,700</u> |
| 5. Expenditures | \$ 14,188,947 | \$ - | \$ 9,863,624 | \$ - | \$ 158,838 | \$ 4,000 | \$ 7,750 |
| 6. Transfers-Out | 528,987 | - | 2,031,505 | - | - | - | - |
| 7. Total Expenditures & Transfers-Out: | <u>\$ 14,717,934</u> | <u>\$ -</u> | <u>\$ 11,895,129</u> | <u>\$ -</u> | <u>\$ 158,838</u> | <u>\$ 4,000</u> | <u>\$ 7,750</u> |
| 8. Revenue in Excess of Expenditures | <u>\$ (156,360)</u> | <u>\$ 400,000</u> | <u>\$ 198,248</u> | <u>\$ 41,400</u> | <u>\$ 68,262</u> | <u>\$ (4,000)</u> | <u>\$ (5,050)</u> |
| 9. Estimated Ending Balance: | <u><u>\$ 5,784,960</u></u> | <u><u>\$ 750,000</u></u> | <u><u>\$ 2,131,907</u></u> | <u><u>\$ 1,433,716</u></u> | <u><u>\$ (259,059)</u></u> | <u><u>\$ 396</u></u> | <u><u>\$ 4,146</u></u> |

Item # 2

City of Kyle, Texas
Summary of Proposed Budget
For Fiscal Year 2013-14

| | Court Special Rev. Fund 133 | Hotel Occupancy Fund 135 | Economic Dev. Fund 136 | Library Building Fund 138 | Debt Service Fund 151 | TIRZ Debt Service Fund 152 | Park Development Fund 172 |
|--|--------------------------------------|-----------------------------------|---------------------------------|------------------------------------|--------------------------------|-------------------------------------|------------------------------------|
| 1. * Beginning Balance | \$ 168,984 | \$ 58,376 | \$ (69,890) | \$ 3 | \$ 455,475 | \$ (1,303) | \$ 87,623 |
| 2. Revenue | \$ 51,500 | \$ 152,350 | \$ - | \$ - | \$ 4,093,789 | \$ 362,755 | \$ 5,000 |
| 3. Transfers-in | - | - | 17,500 | - | 1,239,355 | 1,394,059 | - |
| 4. Total Revenue & Transfers-in: | <u>\$ 51,500</u> | <u>\$ 152,350</u> | <u>\$ 17,500</u> | <u>\$ -</u> | <u>\$ 5,333,144</u> | <u>\$ 1,756,814</u> | <u>\$ 5,000</u> |
| 5. Expenditures | \$ 7,500 | \$ 115,000 | \$ - | \$ - | \$ 4,219,561 | \$ 1,755,512 | \$ 76,000 |
| 6. Transfers-Out | 17,500 | 36,892 | - | - | 1,394,059 | - | - |
| 7. Total Expenditures & Transfers-Out: | <u>\$ 25,000</u> | <u>\$ 151,892</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 5,613,620</u> | <u>\$ 1,755,512</u> | <u>\$ 76,000</u> |
| 8. Revenue in Excess of Expenditures | <u>\$ 26,500</u> | <u>\$ 458</u> | <u>\$ 17,500</u> | <u>\$ -</u> | <u>\$ (280,475)</u> | <u>\$ 1,302</u> | <u>\$ (71,000)</u> |
| 9. Estimated Ending Balance: | <u><u>\$ 195,484</u></u> | <u><u>\$ 58,835</u></u> | <u><u>\$ (52,390)</u></u> | <u><u>\$ 3</u></u> | <u><u>\$ 175,000</u></u> | <u><u>\$ (0)</u></u> | <u><u>\$ 16,623</u></u> |

Item # 2

City of Kyle, Texas
Summary of Proposed Budget
For Fiscal Year 2013-14

| | 2007 CO Bond Fund 182 | 2008 CO Bond Fund 184 | 2009 Tax Notes Fund 185 | 2010 CO Bond Fund 187 | 2013 GO Bond Fund 188 | Water CIP Fund 331 | Water Impact Fee Fund 332 |
|--|--------------------------------|--------------------------------|----------------------------------|--------------------------------|--------------------------------|-----------------------------|------------------------------------|
| 1. * Beginning Balance | \$ 725,418 | \$ 3,901,714 | \$ 102,109 | \$ 65,959 | \$ - | \$ - | \$ (554,511) |
| 2. Revenue | \$ 15,000 | \$ 4,000 | \$ 180 | \$ - | \$ 5,545,150 | \$ - | \$ 350,000 |
| 3. Transfers-in | - | - | - | - | - | - | - |
| 4. Total Revenue & Transfers-in: | <u>\$ 15,000</u> | <u>\$ 4,000</u> | <u>\$ 180</u> | <u>\$ -</u> | <u>\$ 5,545,150</u> | <u>\$ -</u> | <u>\$ 350,000</u> |
| 5. Expenditures | \$ 200,000 | \$ - | \$ 87,045 | \$ - | \$ 5,545,150 | \$ - | \$ - |
| 6. Transfers-Out | - | 425,000 | - | 65,959 | - | - | - |
| 7. Total Expenditures & Transfers-Out: | <u>\$ 200,000</u> | <u>\$ 425,000</u> | <u>\$ 87,045</u> | <u>\$ 65,959</u> | <u>\$ 5,545,150</u> | <u>\$ -</u> | <u>\$ -</u> |
| 8. Revenue in Excess of Expenditures | <u>\$ (185,000)</u> | <u>\$ (421,000)</u> | <u>\$ (86,865)</u> | <u>\$ (65,959)</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 350,000</u> |
| 9. Estimated Ending Balance: | <u><u>\$ 540,418</u></u> | <u><u>\$ 3,480,714</u></u> | <u><u>\$ 15,244</u></u> | <u><u>\$ 0</u></u> | <u><u>\$ -</u></u> | <u><u>\$ -</u></u> | <u><u>\$ (204,511)</u></u> |

Item # 2

City of Kyle, Texas
Summary of Proposed Budget
For Fiscal Year 2013-14

| | Wastewater CIP Fund 341 | Wastewater Impact Fee Fund 342 | Grant Fund 410 | Water Reuse Feasibility Study 411 | Train Depot Renovation Donation 412 | Mental Health Svcs Grant 413 | Victims Coordinator Grant 414 |
|--|----------------------------------|---|---------------------------|--|--|---------------------------------------|--|
| 1. * Beginning Balance | \$ - | \$ 6,389,604 | \$ (19,388) | \$ (0) | \$ 130,000 | \$ (0) | \$ 0 |
| 2. Revenue | \$ - | \$ 515,000 | \$ - | \$ - | \$ - | \$ 71,426 | \$ 36,181 |
| 3. Transfers-in | - | - | 4,905 | - | - | - | 19,482 |
| 4. Total Revenue & Transfers-in: | <u>\$ -</u> | <u>\$ 515,000</u> | <u>\$ 4,905</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 71,426</u> | <u>\$ 55,663</u> |
| 5. Expenditures | \$ - | \$ 4,500,000 | \$ - | \$ - | \$ - | \$ 71,426 | \$ 55,663 |
| 6. Transfers-Out | - | - | - | - | - | - | - |
| 7. Total Expenditures & Transfers-Out: | <u>\$ -</u> | <u>\$ 4,500,000</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 71,426</u> | <u>\$ 55,663</u> |
| 8. Revenue in Excess of Expenditures | <u>\$ -</u> | <u>\$ (3,985,000)</u> | <u>\$ 4,905</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> |
| 9. Estimated Ending Balance: | <u><u>\$ -</u></u> | <u><u>\$ 2,404,604</u></u> | <u><u>\$ (14,483)</u></u> | <u><u>\$ (0)</u></u> | <u><u>\$ 130,000</u></u> | <u><u>\$ (0)</u></u> | <u><u>\$ 0</u></u> |

Item # 2

City of Kyle, Texas
Summary of Proposed Budget
For Fiscal Year 2013-14

| | Hazard Mitigation Grant 415 | Library Mobile Grant 416 | Public Educational & Government 450 | Structural Demolition 610 | OPEB Liability Fund 810 | General Gov't Fixed Assets 910 | Total Fund Balance |
|--|--------------------------------------|-----------------------------------|--|---------------------------------|-------------------------------|---|-----------------------------|
| 1. * Beginning Balance | \$ - | \$ - | \$ 52,290 | \$ 0 | \$ 144,317 | \$ - | \$ 20,940,346 |
| 2. Revenue | \$ - | \$ - | \$ 35,000 | \$ - | \$ - | \$ - | \$ 36,818,882 |
| 3. Transfers-in | - | - | - | - | 80,000 | - | 4,499,901 |
| 4. Total Revenue & Transfers-in: | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 35,000</u> | <u>\$ -</u> | <u>\$ 80,000</u> | <u>\$ -</u> | <u>\$ 41,318,783</u> |
| 5. Expenditures | \$ - | \$ - | \$ - | \$ - | \$ 5,600 | \$ - | \$ 40,861,616 |
| 6. Transfers-Out | - | - | - | - | - | - | 4,499,901 |
| 7. Total Expenditures & Transfers-Out: | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 5,600</u> | <u>\$ -</u> | <u>\$ 45,361,516</u> |
| 8. Revenue in Excess of Expenditures | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 35,000</u> | <u>\$ -</u> | <u>\$ 74,400</u> | <u>\$ -</u> | <u>\$ (4,042,732)</u> |
| 9. Estimated Ending Balance: | <u><u>\$ -</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 87,290</u></u> | <u><u>\$ 0</u></u> | <u><u>\$ 218,717</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 16,897,615</u></u> |

Item # 2

City of Kyle, Texas
Rates, Fees, and Charges Schedule - As of 8/27/13
Proposed FY 2013-14 Budget

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|------------------------------------|---------|--|----------------------|-----------------------|-----------|----------|
| Admin/General Revenue | | | | | | |
| General Administration Fees | | | | | | |
| | Admin | Notary Services and Fees | | | | |
| | Admin | Acknowledgements & Proofs | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | Admin | Certified Copies | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | Admin | Oaths and Affirmations | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | Admin | All other notarial acts not listed | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | Admin | *Exception to notary fee for PD and Court activity | | | | |
| | General | Returned Check Fee (per check) | \$36.25 | \$38.06 | \$1.81 | 5.00% |
| | General | Black & White Copies (per side of 8 ½ x 11) | \$0.30 | \$0.15 | (\$0.15) | -50.00% |
| | General | Color Copies (per side of 8 ½ x 11) | \$0.60 | \$0.65 | \$0.05 | 8.33% |
| | General | Newspaper Publication Fee | \$181.15 | \$190.21 | \$9.06 | 5.00% |
| | General | Electronic Payment Processing Fee (per transaction) | \$2.50 | \$2.50 | \$0.00 | 0.00% |
| | | For all Community Development transactions, an additional fee will be added based on the transaction total | N/A | 2% | New | New |
| Chapter 11. Businesses | | | | | | |
| 11-99(2) | General | Release of a sealed coin-operated machine | \$15.00 | \$15.75 | \$0.75 | 5.00% |
| 11-131(d) | General | Pool halls license (per table) | \$15.00 | \$15.75 | \$0.75 | 5.00% |
| Art. IX - Taxicabs | | | | | | |
| 11-311(a) | General | Taxicabs - Operating permit (maximum of five years) | | | | |
| | General | First year | \$60.40 | \$63.42 | \$3.02 | 5.00% |
| | General | Additional years | \$30.20 | \$31.71 | \$1.51 | 5.00% |
| | General | New permit or expansion of number of taxicabs (per year) | \$60.40 | \$63.42 | \$3.02 | 5.00% |
| 11-314 | General | Taxicabs - Replacement permit | \$25.00 | \$26.25 | \$1.25 | 5.00% |
| Impact Fees | | | | | | |
| 50-259 | General | Impact fee (based on plat filing date and # of LUEs) | | | | |
| | General | Schedule of water impact fees/LUE* | | | | |
| | General | * See below table for LUE determination | | | | |
| | General | From incorporation to 9-17-1984 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| | General | From 9-18-1984 to 4-14-1986 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| | General | From 4-15-1986 to 6-27-1990 | \$1,500.00 | \$1,500.00 | \$0.00 | 0.00% |
| | General | From 6-28-1990 to 2-17-1997 | \$841.00 | \$841.00 | \$0.00 | 0.00% |
| | General | From 2-18-1997 to 4-02-2001 | \$1,320.00 | \$1,320.00 | \$0.00 | 0.00% |
| | General | From 4-3-2001 to 3-03-2008 | \$1,100.00 | \$1,100.00 | \$0.00 | 0.00% |
| | General | From 3-4-2008 to present | \$2,115.00 | \$2,115.00 | \$0.00 | 0.00% |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|---------|---|-------------------------------------|-------------------------|---------------------------------------|--------------------------------|
| | General | Schedule of sewer impact fees/LUE* | | | | |
| | General | * See below table for LUE determination | | | | |
| | General | From incorporation to 9-17-1984 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| | General | From 9-18-1984 to 4-14-1986 | \$1,000.00 | \$1,000.00 | \$0.00 | 0.00% |
| | General | From 4-15-1986 to 6-27-1990 | \$1,500.00 | \$1,500.00 | \$0.00 | 0.00% |
| | General | From 6-28-1990 to 2-17-1997 | \$1,062.00 | \$1,062.00 | \$0.00 | 0.00% |
| | General | From 2-18-1997 to 4-2-2001 | \$1,132.00 | \$1,132.00 | \$0.00 | 0.00% |
| | General | From 4-03-2001 to 3-03-2008 | \$1,613.00 | \$1,613.00 | \$0.00 | 0.00% |
| | General | From 3-4-2008 to present | \$2,216.00 | \$2,216.00 | \$0.00 | 0.00% |
| | General | LUE Determination Table | | | | |
| | General | Estimated Maximum Expected Flow Rate (gpm) | Displacement & Multi-jet SRII & PMM | Compound C702, Table 1. | Turbine C701, Table 2. OMNI C2 & WVR* | Living Unit Equivalents (LUEs) |
| | General | 10 | 5/8" x 3/4" | | | 1 |
| | General | 15 | 3/4" | | | 1.5 |
| | General | 25 | 1" | | | 2.5 |
| | General | 50 | 1.5" | | | 5 |
| | General | 80 | 2" | 2" | 1.5" | 8 |
| | General | 100 | | | 2" | 10 |
| | General | 160 | | 3" | | 16 |
| | General | 240 | | | 3" | 24 |
| | General | 250 | | 4" | | 25 |
| | General | 420 | | | 4" | 42 |
| | General | 500 | | 6" | | 50 |
| | General | 800 | | 8" | | 80 |
| | General | 920 | | | 6" | 92 |
| | General | 1600 | | | 8" * | 160 |
| | General | * The WVR turbine meter is for 8" size only and does not have low flow accuracy capability. | | | | |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---|-------|---|----------------------|-----------------------|-----------|----------|
| Building Revenue | | | | | | |
| Chapter 8. Building Regulations | | | | | | |
| Art. IV - Building permit fee components | | | | | | |
| 8-99 | Bldg | Valuation of the work is \$500.00 or less, but one or more inspections are required because work includes structural alterations, mechanical system, etc. | \$48.30 | \$50.72 | \$2.42 | 5.00% |
| | Bldg | Per required inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| 8-100 | Bldg | Base permit fees | | | | |
| | Bldg | Single-family residential (in square feet) | | | | |
| | Bldg | 900 or less | \$147.54 | \$154.92 | \$7.38 | 5.00% |
| | Bldg | 901--1,200 | \$250.83 | \$263.38 | \$12.54 | 5.00% |
| | Bldg | 1,201--1,500 | \$339.36 | \$356.32 | \$16.97 | 5.00% |
| | Bldg | 1,501--2,000 | \$427.88 | \$449.27 | \$21.39 | 5.00% |
| | Bldg | 2,001--2,500 | \$604.93 | \$635.18 | \$30.25 | 5.00% |
| | Bldg | 2,501--3,000 | \$870.58 | \$914.11 | \$43.53 | 5.00% |
| | Bldg | 3,001+ | \$959.03 | \$1,006.98 | \$47.95 | 5.00% |
| | Bldg | Per each additional 1,000 square feet or fraction | \$75.47 | \$79.24 | \$3.77 | 5.00% |
| | Bldg | Base permit fees | | | | |
| | Bldg | Commercial and multifamily (in square feet) | | | | |
| | Bldg | 100 or less | \$141.12 | \$148.18 | \$7.06 | 5.00% |
| | Bldg | 100--500 | \$208.29 | \$218.71 | \$10.41 | 5.00% |
| | Bldg | 1--1,000 | \$258.28 | \$271.20 | \$12.91 | 5.00% |
| | Bldg | 1,001--1,500 | \$357.24 | \$375.10 | \$17.86 | 5.00% |
| | Bldg | 1,501--2,000 | \$450.97 | \$473.51 | \$22.55 | 5.00% |
| | Bldg | 2,001--2,500 | \$525.18 | \$551.44 | \$26.26 | 5.00% |
| | Bldg | 2,501--3,000 | \$583.75 | \$612.94 | \$29.19 | 5.00% |
| | Bldg | 3,001--3,500 | \$642.34 | \$674.46 | \$32.12 | 5.00% |
| | Bldg | 3,501--4,000 | \$700.92 | \$735.96 | \$35.05 | 5.00% |
| | Bldg | 4,001--4,500 | \$759.49 | \$797.47 | \$37.97 | 5.00% |
| | Bldg | 4,501--5,000 | \$818.07 | \$858.97 | \$40.90 | 5.00% |
| | Bldg | 5,001--8,000 | \$1,169.58 | \$1,228.06 | \$58.48 | 5.00% |
| | Bldg | 8,001--11,000 | \$1,781.44 | \$1,870.51 | \$89.07 | 5.00% |
| | Bldg | 11,001--14,000 | \$2,914.04 | \$3,059.74 | \$145.70 | 5.00% |
| | Bldg | 14,001--17,000 | \$3,265.53 | \$3,428.80 | \$163.28 | 5.00% |
| | Bldg | 17,001--20,000 | \$3,617.03 | \$3,797.88 | \$180.85 | 5.00% |
| | Bldg | 20,001--25,000 | \$4,463.21 | \$4,686.37 | \$223.16 | 5.00% |
| | Bldg | 25,001--30,000 | \$5,049.04 | \$5,301.49 | \$252.45 | 5.00% |
| | Bldg | 30,001--35,000 | \$5,633.06 | \$5,914.71 | \$281.65 | 5.00% |
| | Bldg | 35,001+ | \$5,633.06 | \$5,914.71 | \$281.65 | 5.00% |
| | Bldg | Per each additional 1,000 square feet or fraction | \$144.90 | \$152.15 | \$7.25 | 5.00% |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|--|--|------------------------|------------------------|-----------|----------|
| 8-101 | Bldg | Cost to review such plans | | | | |
| | Bldg | Residential percentage of base fee | 25% | 25% | N/A | N/A |
| | Bldg | Multifamily & Commercial percentage of base fee plus rate/hour for hours worked | 25% plus \$102.64/hour | 25% plus \$107.78/hour | \$5.14 | 5.00% |
| 8-102 | Bldg | Inspection fees (multiplied by the minimum number of inspections required pursuant to codes) | | | | |
| | Bldg | Single-family dwelling | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Multi-family and commercial | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Inspection fee for testing of lead and no direct connection between public drinking water supply and a potential source contamination exists as required by TCEQ | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Reinspections | | | | |
| | Bldg | Single-family dwellings | \$60.40 | \$63.42 | \$3.02 | 5.00% |
| | Bldg | Multifamily and commercial | \$72.45 | \$76.07 | \$3.62 | 5.00% |
| | Bldg | For each inspection requested out of sequence | \$54.35 | \$57.07 | \$2.72 | 5.00% |
| 8-103 | Bldg | Other building permit fees | | | | |
| | Bldg | Moving structures (plus police escort fee) | \$120.75 | \$126.79 | \$6.04 | 5.00% |
| | Bldg | Demolition permits | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | For each required demolition inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Manufactured or mobile home (if not installed by a registered retailer or installer)/Job Trailer | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Per required inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Swimming pools and spas (construction or installation) | \$120.75 | \$126.79 | \$6.04 | 5.00% |
| | Bldg | For each required pool/spa inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Irrigation and backflow prevention assembly | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | Bldg | For each required inspection | \$48.30 | \$50.72 | \$2.42 | 5.00% |
| | Bldg | Certain structures with roof | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | Bldg | Per each required inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | (Construction of porches, patios, decks, carports, storage sheds, etc., under roof and not otherwise permitted) | | | | |
| | Bldg | Remodeling and alterations | \$48.30 | \$50.72 | \$2.42 | 5.00% |
| | Bldg | (Structural alterations, repairs, and remodeling on all structures, including shell buildings and mobile or manufactured homes, for which a permit is not otherwise required if less than 200 sq. ft.) | | | | |
| | Bldg | Single-family residential per required inspection | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| Bldg | Multifamily and commercial per required inspection | \$66.41 | \$69.73 | \$3.32 | 5.00% | |

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| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
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| | Bldg | Certificate of occupancy fee | | | | |
| | Bldg | (If vacant or unused for one year, an inspection will be performed to determine the requirements to bring the building or other structure into compliance with current city ordinances and life, safety and health codes for the intended occupancy) | | | | |
| | Bldg | Single-family residential | \$78.49 | \$82.41 | \$3.92 | 5.00% |
| | Bldg | Multifamily, commercial or industrial | \$90.56 | \$95.09 | \$4.53 | 5.00% |
| | Bldg | Required inspection time (per hour; one-hour minimum) | \$78.49 | \$82.41 | \$3.92 | 5.00% |
| 8-105 | Bldg | Existing buildings and structures | | | | |
| | Bldg | Single-family | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Multifamily and commercial | \$90.56 | \$95.09 | \$4.53 | 5.00% |
| 8-106 | Bldg | Construction in extraterritorial jurisdiction (ETJ) | | | | |
| | Bldg | Residential (minimum) | \$42.26 | \$44.38 | \$2.11 | 5.00% |
| | Bldg | Per inspection required | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Commercial Plumbing | \$54.34 | \$57.05 | \$2.72 | 5.00% |
| | Bldg | Multifamily and commercial per inspection | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Food/Beverage Establishment | | | | |
| | Bldg | (Food Service, retail food, food processing plant or warehouse) Permit valid from Oct 01 to Sept 30 | | | | |
| | Bldg | 1 to 5 (\$120.75) | 1 to 5 (\$120.75) | 1 to 5 (\$126.79) | \$6.04 | 5.00% |
| | Bldg | 6 to 19 (\$181.15) | 6 to 19 (\$181.15) | 6 to 19 (\$190.21) | \$9.06 | 5.00% |
| | Bldg | 20 plus (\$301.90) | 20 plus (\$301.90) | 20 plus (\$317.00) | \$15.10 | 5.00% |
| | Bldg | Expired permit late fee | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | Bldg | Plan Review fee | 50% of permit fee | 50% of permit fee | Varies | 5.00% |
| | Bldg | Fire Protection Inspections | | | | |
| | Bldg | Fire line underground | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Underground hydrostatic test | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Sprinkler pipe visual | \$181.15 minimum | \$190.21 minimum | \$9.06 | 5.00% |
| | Bldg | (Less than or equal to 50 heads) | \$0.63/head for ≤ 50 | \$0.66/head for ≤ 50 | \$0.03 | 5.00% |
| | Bldg | (More than 50 heads) | \$60.38 for > 50 | \$63.40 for > 50 | \$3.02 | 5.00% |
| | Bldg | Above ground hydrostatic test | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Kitchen hood | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Sprinkler final | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Alarm System Final | \$120.75 minimum | \$126.79 minimum | \$6.04 | 5.00% |
| | Bldg | (Less than or equal to 20 devices) | \$0.63/device for ≤20 | \$0.66/device for ≤20 | \$0.03 | 5.00% |
| | Bldg | (More than 20 devices) | \$60.38 for > 20 | \$63.40 for > 20 | \$3.02 | 5.00% |
| | Bldg | Fire Final | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Access Control Gates | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Underground/above ground storage tank | \$187.16 | \$196.52 | \$9.36 | 5.00% |
| | Bldg | Plan Review (\$50 minimum) | \$0.01/sq.ft. | \$0.01/sq.ft. | \$0.00 | 0.00% |
| | Bldg | Building administrative fees | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | Bldg | Holiday/Weekend Inspection - Commercial Base Fee | \$69.58 | \$73.05 | \$3.48 | 5.00% |
| | Bldg | Holiday/Weekend Inspection - Residential Base Fee | \$56.93 | \$59.77 | \$2.85 | 5.00% |
| | Bldg | Holiday/Weekend Inspection - Hourly Rate for Commercial and Residential (One Hour Minimum) | \$43.38 | \$45.55 | \$2.17 | 5.00% |

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| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--|-------|---|----------------------|-----------------------|-----------|----------|
| Art. V - Mobile homes, manufactured homes and parks | | | | | | |
| 8-151 | Bldg | Construction of a permanent residential and/or commercial structure in any mobile home park | \$199.24 | \$209.20 | \$9.96 | 5.00% |
| | Bldg | Plus per space amount | \$12.08 | \$12.68 | \$0.60 | 5.00% |
| 8-152 | Bldg | Mobile home owner's inspection certificate for initial hookup | \$33.23 | \$34.89 | \$1.66 | 5.00% |
| | Bldg | Reinspection | \$19.95 | \$20.95 | \$1.00 | 5.00% |
| | Bldg | Mobile home park certificate of inspection | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| | Bldg | Plus per space amount | \$1.21 | \$1.27 | \$0.06 | 5.00% |
| 8-224 | Bldg | Reinspection | \$19.95 | \$20.95 | \$1.00 | 5.00% |
| | Bldg | Model home permit (for each application or resubmittal rejected application--to occupy) | \$66.41 | \$69.73 | \$3.32 | 5.00% |
| 11-168 | Bldg | Itinerant merchant (Solicitor's Permit), itinerant vendor license (per quarter) | \$30.20 | \$31.75 | \$1.55 | 5.00% |
| | Bldg | Mobile Food Vendor (Cold - per quarter) | \$45.30 | \$47.50 | \$2.20 | 5.00% |
| | Bldg | Mobile Food Vendor (Hot - per quarter) | \$52.80 | \$55.50 | \$2.70 | 5.00% |
| | Bldg | Temp Food Vendor (Cold - per month) | \$18.10 | \$19.00 | \$0.90 | 5.00% |
| | Bldg | Temp Food Vendor (Hot - per month) | \$21.15 | \$22.25 | \$1.10 | 5.00% |
| Chapter 29. Signs | | | | | | |
| 29-70 | Bldg | Permit fee (based on gross surface area square footage) | | | | |
| | Bldg | Up to 40 | \$30.19 | \$31.70 | \$1.51 | 5.00% |
| | Bldg | 41 to 60 | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | Bldg | 61 to 120 | \$120.75 | \$126.79 | \$6.04 | 5.00% |
| | Bldg | 121 to 200 | \$211.31 | \$221.88 | \$10.57 | 5.00% |
| | Bldg | 201 and larger | \$392.44 | \$412.06 | \$19.62 | 5.00% |
| | Bldg | Contractor Registration Fee (Annual) | \$12.05 | \$12.65 | \$0.60 | 5.00% |

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| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---------------------------|--------------|---|----------------------|-----------------------|-----------|----------|
| Court Revenue | | | | | | |
| Chapter 14. Courts | | | | | | |
| 14-60 | Court | Nonstandardized sheet size, postal charges | Actual costs | Actual costs | Varies | Varies |
| | Court | All other court fees are established in accordance to C.C.P (Court of Criminal Procedures) Chapter 102, Subchapter C, Article 102.071. http://www.statutes.legis.state.tx.us/Docs/CR/htm/CR.102.htm | | | | |

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| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--|----------------|---|------------------------------------|------------------------------------|-----------|----------|
| Library Revenue | | | | | | |
| Article V: Ord No: 358 Section 2-465. Library | | | | | | |
| | Library | Printing and Photocopying Fees | | | | |
| | Library | Color Printing (per page) | \$0.60 | \$0.65 | \$0.05 | 8.33% |
| | Library | Black/White Printing (per page) | \$0.15 | \$0.15 | \$0.00 | 0.00% |
| | Library | Photocopying Fee (per page if one-sided) | \$0.15 | \$0.15 | \$0.00 | 0.00% |
| | Library | Photocopying Fee (per page if double-sided) | \$0.30 | \$0.30 | \$0.00 | 0.00% |
| | Library | Overdue Books/DVDs/VHS Fees | | | | |
| | Library | Overdue Book (per day) + associated postage costs | \$0.15 | \$0.15 | \$0.00 | 0.00% |
| | Library | Overdue DVD or VHS tape (per day) + associated postage costs | \$0.30 | \$0.30 | \$0.00 | \$0.00 |
| | Library | Lost or damaged library item | Cost of item plus any overdue fees | Cost of item plus any overdue fees | N/A | N/A |
| | Library | Handling fee for lost or damaged library item | N/A | \$5.00 | New | New |
| | Library | Fax Fees | | | | |
| | Library | Incoming (per page) | \$0.30 | \$0.30 | \$0.00 | 0.00% |
| | Library | Outgoing | | | | |
| | Library | Up to 5 pages | \$2.40 | N/A | N/A | N/A |
| | Library | 6 – 10 pages | \$4.85 | N/A | N/A | N/A |
| | Library | 11 – 15 pages | \$7.25 | N/A | N/A | N/A |
| | Library | 16 – 20 pages | \$9.65 | N/A | N/A | N/A |
| | Library | 21 – 25 pages | \$12.10 | N/A | N/A | N/A |
| | Library | Per Set of 1 - 5 Pages | N/A | \$2.50 | \$0.10 | 4.17% |
| | Library | International Fax | | | | |
| | Library | Up to 5 pages | \$4.85 | N/A | N/A | N/A |
| | Library | 6 – 10 pages | \$9.65 | N/A | N/A | N/A |
| | Library | 11 – 15 pages | \$14.50 | N/A | N/A | N/A |
| | Library | 16 - 20 pages | \$19.30 | N/A | N/A | N/A |
| | Library | 21 - 25 pages | \$24.15 | N/A | N/A | N/A |
| | Library | Per Set of 1 - 5 Pages | N/A | \$5.00 | \$0.15 | 3.09% |
| | Library | Inter-Library Lending Fee (per book) | \$2.10 | \$2.20 | \$0.10 | 4.76% |
| | Library | Replacement Library Card | \$2.00 | \$2.10 | \$0.10 | 5.00% |
| | Library | Guest Computer Pass | \$1.00 | \$1.00 | \$0.00 | 0.00% |
| | Library | Community Room | | | | |
| | Library | \$20/per event (up to 2 hours) for each event occurring after initial event (up to 2 hours at no charge) each month | N/A | \$20.00 | New | New |
| | Library | Clean-up fee for one side of Community Room if food is served | \$75.00 | \$79.00 | \$4.00 | 5.33% |
| | Library | Clean-up fee for both sides of Community Room if food is served | \$150.00 | \$158.00 | \$8.00 | 5.33% |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---|-------|---|--|--|-----------|----------|
| PARD Revenue | | | | | | |
| Chapter 26. Parks and Recreation | | | | | | |
| 26-146(a)(1) | PARD | Community Rooms - Kyle Resident (per hour) | \$35.00 | \$37.00 | \$2.00 | 5.71% |
| | PARD | Community Rooms - Kyle Resident (per day) | \$175.00 | \$184.00 | \$9.00 | 5.14% |
| | PARD | Community Rooms - Non-Kyle Resident (per hour) | \$70.00 | \$74.00 | \$4.00 | 5.71% |
| | PARD | Community Rooms - Non-Kyle Resident (per day) | \$350.00 | \$368.00 | \$18.00 | 5.14% |
| 26-146(a)(3) | PARD | Gazebo-City Square Park - Kyle Resident (per hour) | \$15.00 | \$16.00 | \$1.00 | 6.67% |
| 26-146(a)(3) | PARD | Gazebo-City Square Park - Non-Kyle Resident (per hour) | \$30.00 | \$32.00 | \$2.00 | 6.67% |
| | PARD | Historic Kyle City Hall - Kyle Resident (10% Discount for KASZ Members) (per hour) | \$105.00 | \$110.00 | \$5.00 | 4.76% |
| | PARD | Historic Kyle City Hall - Kyle Resident (10% Discount for KASZ Members) (per day) | \$525.00 | \$551.00 | \$26.00 | 4.95% |
| | PARD | Historic Kyle City Hall - Non- Kyle Resident (10% Discount for KASZ Members) (per hour) | \$210.00 | \$220.00 | \$10.00 | 4.76% |
| | PARD | Historic Kyle City Hall - Non- Kyle Resident (10% Discount for KASZ Members) (per day) | \$1,050.00 | \$1,102.00 | \$52.00 | 4.95% |
| 26-146(a)(4) | PARD | Sports Field - Kyle Resident | | | | |
| | PARD | Without lights (per hour) | \$15.00 | \$16.00 | \$1.00 | 6.67% |
| | PARD | With lights (per hour) | \$30.00 | \$32.00 | \$2.00 | 6.67% |
| 26-146(a)(4) | PARD | Sports Field - Non-Kyle Resident | | | | |
| | PARD | Without lights (per hour) | \$30.00 | \$31.50 | \$1.50 | 5.00% |
| | PARD | With lights (per hour) | \$60.00 | \$63.00 | \$3.00 | 5.00% |
| 26-146(a)(5) | PARD | Concession Sales – Kyle Resident (per hour) | \$15.00 | \$16.00 | \$1.00 | 6.67% |
| 26-146(a)(5) | PARD | Concession Sales – Non Kyle Resident (per hour) | \$30.00 | \$32.00 | \$2.00 | 6.67% |
| | PARD | Food Truck Permit (Per Month) | \$50.00 | \$53.00 | \$3.00 | 6.00% |
| 26-146(a)(6) | PARD | Covered Pavilion – Kyle Resident (per hour) | \$25.00 | \$27.00 | \$2.00 | 8.00% |
| 26-146(a)(6) | PARD | Covered Pavilion – Non Kyle Resident (per hour) | \$50.00 | \$53.00 | \$3.00 | 6.00% |
| 26-146(a)(7) | PARD | Portable Table Rentals in all parks and pool (per day) | \$10.00 | \$11.00 | \$1.00 | 10.00% |
| 26-146(a)(8) | PARD | Tournament Rental (Sports Complex at Gregg-Clarke Park Includes Fields # 1 - # 4) (per day) | \$500.00 | \$525.00 | \$25.00 | 5.00% |
| 26-146(a)(9) | PARD | Banner Ads at Gregg-Clarke Park (annual per square foot - based on location) | \$5.00 - \$15.00 | \$5.00 - \$15.00 | \$0.00 | 0.00% |
| | PARD | Private Event Rental Clean-Up Deposit (only \$100 is refundable) | \$102.50 plus add'l expenses incurred over deposit | \$102.50 plus add'l expenses incurred over deposit | \$0.00 | 0.00% |
| | PARD | Special Event Rental Clean-Up Deposit (only \$500 is refundable) | \$502.50 plus add'l expenses incurred over deposit | \$502.50 plus add'l expenses incurred over deposit | \$0.00 | 0.00% |

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| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|---|--|-------------------------|-------------------------|-----------|----------|
| 26-146(a)(8) | PARD | Swimming Pool | | | | |
| | PARD | Open Swim Fees | | | | |
| | PARD | Kyle residents | | | | |
| | PARD | Ages 3 and under | N/A | N/A | \$0.00 | 0.00% |
| | PARD | Ages 4 - 12 | \$1.00 | \$1.00 | \$0.00 | 0.00% |
| | PARD | Ages 13 - 17 | \$2.00 | \$2.00 | \$0.00 | 0.00% |
| | PARD | Ages 18 - 54 | \$3.00 | \$3.00 | \$0.00 | 0.00% |
| | PARD | Ages 55 and above | \$1.00 | \$1.00 | \$0.00 | 0.00% |
| PARD | Non-Kyle residents (ages 4 and above) | \$4.00 | \$4.00 | \$0.00 | 0.00% | |
| | PARD | Season Pass | | | | |
| | PARD | Kyle residents | | | | |
| | PARD | Ages 3 and under | N/A | N/A | \$0.00 | 0.00% |
| | PARD | Ages 4 - 12 | \$26.00 | \$26.00 | \$0.00 | 0.00% |
| | PARD | Ages 13 - 17 | \$52.00 | \$52.00 | \$0.00 | 0.00% |
| | PARD | Ages 18 - 54 | \$78.00 | \$78.00 | \$0.00 | 0.00% |
| | PARD | Ages 55 and above | \$26.00 | \$26.00 | \$0.00 | 0.00% |
| | PARD | Family of five (additional family member(s) must purchase pass in their age group) | \$160.00 | \$160.00 | \$0.00 | 0.00% |
| | PARD | Non-Kyle residents | | | | |
| | PARD | Ages 3 and under | N/A | N/A | \$0.00 | 0.00% |
| | PARD | Ages 4 - 12 | \$104.00 | \$104.00 | \$0.00 | 0.00% |
| | PARD | Ages 13 - 17 | \$104.00 | \$104.00 | \$0.00 | 0.00% |
| | PARD | Ages 18 - 54 | \$104.00 | \$104.00 | \$0.00 | 0.00% |
| | PARD | Ages 55 and above | \$104.00 | \$104.00 | \$0.00 | 0.00% |
| PARD | Family of five (additional family member must purchase pass in their age group) | \$320.00 | \$320.00 | \$0.00 | 0.00% | |
| | PARD | Punch Card (Equals 15 Visits) | | | | |
| | PARD | Kyle residents | | | | |
| | PARD | Ages 4 - 12 | \$13.00 | \$13.00 | \$0.00 | 0.00% |
| | PARD | Ages 13 - 17 | \$26.00 | \$26.00 | \$0.00 | 0.00% |
| | PARD | Ages 18 - 54 | \$39.00 | \$39.00 | \$0.00 | 0.00% |
| | PARD | Ages 55 and above | \$13.00 | \$13.00 | \$0.00 | 0.00% |
| | PARD | Non-Kyle residents | | | | |
| | PARD | Ages 4 - 12 | \$52.00 | \$52.00 | \$0.00 | 0.00% |
| | PARD | Ages 13 - 17 | \$52.00 | \$52.00 | \$0.00 | 0.00% |
| | PARD | Ages 18 - 54 | \$52.00 | \$52.00 | \$0.00 | 0.00% |
| | PARD | Ages 55 and above | \$52.00 | \$52.00 | \$0.00 | 0.00% |
| | PARD | BOGO Season Passes & Punch Cards: | | | | |
| | PARD | October 1 - March 31 (COB) | Buy One Get One-ELV | Buy One Get One-ELV | \$0.00 | 0.00% |
| | PARD | Private rental of Kyle Pool, includes lifeguards (two-hour minimum; cost depends on number of guests/swimmers) Kyle Resident or Non-Resident | \$60.00 - \$250.00/Hour | \$60.00 - \$250.00/Hour | \$0.00 | 0.00% |

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| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---------------------------------|-------|---|--|--|-------------|----------|
| | PARD | Swim Lessons (Kyle Resident and Non-Resident) | | | | |
| | PARD | Group Swim Lessons (per session) | \$53.00 | \$56.00 | \$3.00 | 5.66% |
| | PARD | Preschool Swim Lessons (per session) | \$48.00 | \$50.00 | \$2.00 | 4.17% |
| | PARD | Private Swim Lessons (per session) | \$78.00 | \$82.00 | \$4.00 | 5.13% |
| | PARD | Parent-Tot Swim Lessons (per session) | \$53.00 | \$56.00 | \$3.00 | 5.66% |
| | PARD | Swim Team | N/A | \$160.00 | New | New |
| 26-146(b) | PARD | PARD Programs | | | | |
| | PARD | Polar Bear Swim (per person) | \$25.00 | \$26.00 | \$1.00 | 4.00% |
| | PARD | Sports Leagues (per person) | \$25.00 - \$125.00 | \$25.00 - \$125.00 | \$0.00 | 0.00% |
| | PARD | Hooked on Fishing Programs (per person) | \$25.00 - \$75.00 | \$25.00 - \$75.00 | \$0.00 | 0.00% |
| | PARD | Safety Training Programs | \$10.00 - \$175.00 | \$10.00 - \$250.00 | Varies | Varies |
| | PARD | Family Fun Ride | N/A | \$5.00 - \$15.00 | New | New |
| | PARD | Summer Youth Camps - Registration | \$30.00 | \$32.00 | \$2.00 | 6.67% |
| | PARD | Summer Youth Camps - Per week, per child | \$115.00 | \$120.00 | \$5.00 | 4.35% |
| | PARD | Family Campout | \$120.00/family of 4 plus \$25.00 per each additional person | \$126.00/family of 4 plus \$26.00 per each additional person | \$6 and \$1 | Varies |
| | PARD | Recreation Contract Programs | Refer to contract for rates and commission | Refer to contract for rates and commission | N/A | N/A |
| | PARD | Teen Nights | \$6.50/person | \$2 - \$15/person | Varies | Varies |
| | PARD | July 4 th Fireworks - Sponsor Fees (depends on donation amount) | \$1.00 - \$10,000.00 | \$1.00 - \$10,000.00 | \$0.00 | 0.00% |
| | PARD | Movies in the Park - Sponsor Fees (depends on donation amount) | \$1.00 - \$10,000.00 | \$1.00 - \$10,000.00 | \$0.00 | 0.00% |
| | PARD | Office Point of Purchase Sales (varies based on product) | \$1.00 - \$50.00 | \$1.00 - \$50.00 | \$0.00 | 0.00% |
| | PARD | Santa's Arrival & School Choirs | | | | |
| | PARD | Booth Spaces | \$45.00 - \$90.00 | \$45.00 - \$90.00 | \$0.00 | 0.00% |
| | PARD | Sponsorships (depends on donation amount) | \$1.00 - \$10,000.00 | \$1.00 - \$10,000.00 | \$0.00 | 0.00% |
| | PARD | Jubilee | | | | |
| | PARD | Gate Admission | N/A | \$2/person or \$5/carload | New | New |
| | PARD | Booth Spaces | N/A | \$45.00 - \$90.00 | New | New |
| | PARD | Sponsorships (depends on donation amount) | N/A | \$1.00 - \$10,000.00 | New | New |
| | PARD | Texas Hunting and Fishing Licenses Rates Vary - Set by State of Texas - please refer to http://www.tpwd.state.tx.us/business/licenses/public/recreational/ for the current amount being charged. The amount listed on the website does include a 5% sales commission to the City. | | | | |
| Chapter 41. Subdivisions | | | | | | |
| 41-147(b) | PARD | Parkland dedication fee - Land (per LUE at final plat) | \$600.00/LUE | \$600.00/LUE | \$0.00 | 0.00% |
| | PARD | Parkland dedication fee - Improvements/Facilities (per LUE at final plat) | \$600.00/LUE | \$600.00/LUE | \$0.00 | 0.00% |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---------------------------|---------------|---|----------------------|-----------------------|-----------|----------|
| PD Revenue | | | | | | |
| Chapter 5. Animals | | | | | | |
| 5-156(d) | PD | Adoption of animals from shelter | \$90.55 | \$95.08 | \$4.53 | 5.00% |
| 5-184 | PD | Failure of a dog or cat to wear a vaccination tag | \$24.15 | \$25.36 | \$1.21 | 5.00% |
| 5-185 | PD | Annual Animal License Fee - Unneutered dog or cat | \$10.00 | \$10.50 | \$0.50 | 5.00% |
| | PD | Annual Animal License Fee - Neutered dog or cat | \$5.00 | \$5.25 | \$0.25 | 5.00% |
| | PD | Annual Animal License Fee - Other animals | \$5.00 | \$5.25 | \$0.25 | 5.00% |
| 5-213(a) | PD | Commercial animal enterprises and multiple animal ownership | | | | |
| | PD | Circus or zoo | \$603.75 | \$633.94 | \$30.19 | 5.00% |
| | PD | Commercial animal enterprise | \$120.75 | \$126.79 | \$6.04 | 5.00% |
| | PD | Multiple animal owner | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | PD | Guard dog | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | PD | Annual renewal fee for all | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| 5-9 (all fees) | PD | Impoundment Fee (Per Animal Captured) - San Marcos Animal Shelter | | | | |
| | PD | Unneutered Dog or Cat - First Time | \$21.74 | \$21.74 | \$0.00 | 0.00% |
| | PD | Second Time | \$36.23 | \$36.23 | \$0.00 | 0.00% |
| | PD | Third Time | \$72.45 | \$72.45 | \$0.00 | 0.00% |
| | PD | Neutered Dog or Cat - First Time | \$21.74 | \$21.74 | \$0.00 | 0.00% |
| | PD | Second Time | \$36.23 | \$36.23 | \$0.00 | 0.00% |
| | PD | Third Time | \$72.45 | \$72.45 | \$0.00 | 0.00% |
| | PD | Fowl or Other Small Animal - First Time | \$21.74 | \$21.74 | \$0.00 | 0.00% |
| | PD | Second Time | \$36.23 | \$36.23 | \$0.00 | 0.00% |
| | PD | Third Time | \$72.45 | \$72.45 | \$0.00 | 0.00% |
| | PD | Livestock - First Time | \$60.38 | \$60.38 | \$0.00 | 0.00% |
| | PD | Second Time | \$241.50 | \$241.50 | \$0.00 | 0.00% |
| | PD | Third Time | \$422.63 | \$422.63 | \$0.00 | 0.00% |
| | PD | Zoological and/or Circus Animal - First Time | \$120.75 | \$120.75 | \$0.00 | 0.00% |
| | PD | Second Time | \$241.50 | \$241.50 | \$0.00 | 0.00% |
| | PD | Third Time | \$603.75 | \$603.75 | \$0.00 | 0.00% |
| | PD | More than four violations by any pet or combination thereof owned by the same person in three years or less shall be a flat fee for each impoundment thereafter | \$603.75 | \$603.75 | \$0.00 | 0.00% |
| | PD | Impoundment Fee (Per Animal Captured) | | | | |
| | PD | Owner/Harbored Animal Surrender Fees | | | | |
| | PD | Cats | \$30.19 | \$0.00 | (\$30.19) | -100.00% |
| | PD | Dogs | \$30.19 | \$0.00 | (\$30.19) | -100.00% |
| | PD | Litters dogs or cats | \$54.34 | \$0.00 | (\$54.34) | -100.00% |
| | PD | Other small animals | \$12.08 | \$0.00 | (\$12.08) | -100.00% |
| PD | Large animals | N/A | N/A | N/A | N/A | |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-------|--|----------------------|-----------------------|-----------|----------|
| 11-282 | PD | Commercial Towing and Wrecker Service | | | | |
| | PD | Within City Limits | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | PD | Outside City Limits | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | PD | Per Mile | \$1.21 | \$1.27 | \$0.06 | 5.00% |
| | PD | Dolly Required Tow | \$84.53 | \$88.75 | \$4.23 | 5.00% |
| | PD | Exceptional labor (per hour; one hour minimum) | \$30.19 | \$31.70 | \$1.51 | 5.00% |
| | PD | Does not include normal hook-up procedures or routine cleanup when it takes 30 minutes or less | | | | |
| | PD | Storage for first five days for storage fees (per day) | \$6.04 | \$6.34 | \$0.30 | 5.00% |
| | PD | After first five days (per day) | \$8.45 | \$8.88 | \$0.42 | 5.00% |
| | PD | Separate charge for a trailer | | | | |
| | PD | Inside storage fees requested by the owner or operator of the vehicle (per day) | \$12.08 | \$12.68 | \$0.60 | 5.00% |
| | PD | If inside storage is requested by police department, the city shall pay the difference between the regular and inside storage fee | | | | |
| | PD | Waiting at the scene for permission to remove vehicle after first 30 minutes (per hour) | \$24.15 | \$25.36 | \$1.21 | 5.00% |
| | PD | Exceptional labor used to retrieve a vehicle from a river, creek, or any waterway | Actual costs | Actual costs | N/A | N/A |
| 11-283 | PD | Administration fee for each nonconsent or motor vehicle accident tow performed | \$6.04 | \$6.34 | \$0.30 | 5.00% |
| 11-285 | PD | Vehicles released during hours other than normal business | \$24.15 | \$25.36 | \$1.21 | 5.00% |
| 23-241(b) | PD | Abandoned motor vehicles (garagekeepers report) | \$12.08 | \$12.68 | \$0.60 | 5.00% |
| | PD | Crash Report Fee - Requested Online (per report) | | | | |
| | PD | Total Charge | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | PD | PoliceReports.us Fee | \$2.50 | \$2.50 | \$0.00 | 0.00% |
| | PD | Net Amount Remitted to City | \$3.50 | \$3.50 | \$0.00 | 0.00% |
| | PD | Crash Report Fee - Requested at PD (per report) | \$6.00 | \$6.00 | \$0.00 | 0.00% |
| | PD | PD Certification of Crash Report (per report; in addition to Crash Report Fee) | \$2.00 | \$2.00 | \$0.00 | 0.00% |
| | PD | Local Background / Police Clearance Letter | \$5.00 | \$10.00 | \$5.00 | 100.00% |
| | PD | False Alarm Fee (Per Incident) - Number of violations is calculated over a rolling 12-month period | | | | |
| | | 3 or Less | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| | | 4 - 5 | \$50.00 | \$52.50 | \$2.50 | 5.00% |
| | | 6 - 7 | \$75.00 | \$78.75 | \$3.75 | 5.00% |
| | | 8 or More | \$100.00 | \$105.00 | \$5.00 | 5.00% |
| | PD | Mass Gathering Fees | | | | |
| | | Permit Fee | \$300.00 | \$300.00 | \$0.00 | 0.00% |
| | | Inspection Fee | Actual costs | Actual costs | \$0.00 | 0.00% |
| | PD | All other police department fees are established in accordance to the AG Charge Schedule authorized by the Texas Administrative Code, Title 1, Part 3, Chapter 70, Rule Section 70.3. http://info.sos.state.tx.us/pls/pub/readac\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=70&rl=3 | | | | |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------------------|-------|--|----------------------|---|-----------|----------|
| Planning Revenue | | | | | | |
| Subdivision Plats | | | | | | |
| 8-108 | Plan | Concept plan (filing and review) - Base | \$1,058.01 | \$1,110.91 | \$52.90 | 5.00% |
| | Plan | Concept plan (filing and review) - + Per Acre Fee | \$17.25 | \$18.11 | \$0.86 | 5.00% |
| 8-109 | Plan | Short form plat - Base | \$431.70 | \$453.29 | \$21.59 | 5.00% |
| 8-115 | Plan | Short form plat - + Per Lot Fee | \$5.75 | \$6.04 | \$0.29 | 5.00% |
| 8-110 | Plan | Preliminary plan - Base | \$954.84 | \$1,002.58 | \$47.74 | 5.00% |
| | Plan | Preliminary plan - + Per Lot Fee | \$5.75 | \$6.04 | \$0.29 | 5.00% |
| 8-111 | Plan | Final plat - Base | \$1,088.34 | \$1,142.76 | \$54.42 | 5.00% |
| | Plan | Final plat - + Per Acre Fee | \$17.25 | \$18.11 | \$0.86 | 5.00% |
| 8-112 | Plan | Site development - Base | \$1,554.08 | \$1,631.78 | \$77.70 | 5.00% |
| | Plan | Site development - + Per Acre Fee | \$86.25 | \$90.56 | \$4.31 | 5.00% |
| 8-113 | Plan | Engineer review fee (total amount billed to city, plus ten percent) | Varies | Varies | N/A | N/A |
| 8-114 | Plan | Plat vacation (plus all estimated county recording fees) | \$295.47 | \$310.24 | \$14.77 | 5.00% |
| 8-116 | Plan | Subdivision variance request (in advance for each variance requested) | \$537.65 | \$564.53 | \$26.88 | 5.00% |
| 8-117 | Plan | Construction inspection (total amount deposited prior to start of construction) For construction of all streets, water, wastewater, drainage and other infrastructure required to be constructed for the approval and final acceptance of any subdivision or section thereof shall be paid, together with all other applicable fees and charges | 2% of estimated cost | 2% of estimated cost | N/A | N/A |
| 8-118 | Plan | Zoning change and variances - Base | \$407.68 | \$428.06 | \$20.38 | 5.00% |
| | Plan | Zoning change and variances - + Per Acre Fee | \$3.45 | \$3.62 | \$0.17 | 5.00% |
| | Plan | Plum Creek PUD Substantial Amendment | N/A | \$407.68+\$3.45 per acre + newspaper notification fee | New | New |
| | Plan | Plum Creek PUD Minor Amendment | N/A | \$200.00 | New | New |
| | Plan | Each applicant requested postponement of zoning request | \$66.40 | \$69.72 | \$3.32 | 5.00% |
| | Plan | Zoning Verification Letter | \$60.40 | \$63.42 | \$3.02 | 5.00% |
| | Plan | Public Improvement Construction Plan Review + 1.5% of value of improvements | \$1,750.97 | \$1,838.52 | \$87.55 | 5.00% |
| | Plan | Small Site Development | \$851.88 | \$894.47 | \$42.59 | 5.00% |
| | Plan | Requested Code Amendment | N/A | \$200 (plus newspaper notification fee) | New | New |
| | Plan | Voluntary Annexation | N/A | \$850 (plus newspaper notification fee) | New | New |
| | Plan | Newspaper notification fee | \$181.15 | \$190.21 | \$9.06 | 5.00% |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---------------------------|-------------|--|----------------------|-----------------------|-----------|----------|
| Chapter 53. Zoning | | | | | | |
| 53-639 | Plan | Recreational vehicle park district (annual park license) | | | | |
| | Plan | First ten lots | \$120.75 | \$126.79 | \$6.04 | 5.00% |
| | Plan | Per each additional lot | \$6.04 | \$6.34 | \$0.30 | 5.00% |
| 53-895 | Plan | Application for conditional use permit | \$181.15 | \$190.21 | \$9.06 | 5.00% |
| | Plan | Plus per acre | \$3.60 | \$3.78 | \$0.18 | 5.00% |
| | Plan | Maps for sale (fees) | | | | |
| | Plan | Tabloid size (11" x 17") | \$12.10 | \$5.00 | (\$7.10) | -58.68% |
| | Plan | Arch. C-Size (24" x 36") | \$30.20 | \$15.00 | (\$15.20) | -50.33% |
| | Plan | Custom (formula: \$25.00 base + \$25.00 per hr) | Variable price | Variable price | \$0.00 | 0.00% |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|---|-------|--|--|--|-----------|----------|
| Public Works Revenue | | | | | | |
| Chapter 38. Streets, Sidewalks and Other Public Places | | | | | | |
| 38-139 | PW | Construction permit (alteration in right-of-way) | \$301.88 | \$316.97 | \$15.09 | 5.00% |
| | PW | Plus any engineering fees incurred | | | | |
| | PW | Per month of duration of permit | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| 38-140 | PW | Excavation permit (alteration in right-of-way) | \$301.88 | \$316.97 | \$15.09 | 5.00% |
| | PW | Plus any engineering fees incurred | | | | |
| | PW | Per month of duration of permit | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| 38-144 | PW | Certificate of occupation per year and per linear foot (permanent structure in right-of-way) | \$15.00/linear foot | \$15.75/linear foot | \$0.75 | 5.00% |
| 38-145 | PW | Temporary obstruction or occupation of the right-of-way | \$150.00 | \$157.50 | \$7.50 | 5.00% |
| 38-153 | PW | Appeal from permit revocation or other action | \$150.00 | \$157.50 | \$7.50 | 5.00% |
| Chapter 50. Utilities | | | | | | |
| 50-20(a) | PW | Water and sewer system tap fees | | | | |
| | PW | Water tap | | | | |
| | PW | Inside city | \$207.00 + Cost | \$217.35 + Cost | \$10.35 | 5.00% |
| | PW | Outside city | \$261.60 + Cost | \$274.68 + Cost | \$13.08 | 5.00% |
| | PW | Sewer tap | | | | |
| | PW | Inside city | \$207.00 + Cost | \$217.35 + Cost | \$10.35 | 5.00% |
| | PW | Outside city | \$261.60 + Cost | \$274.68 + Cost | \$13.08 | 5.00% |
| | PW | Water Flow Tests | \$57.50 | \$60.38 | \$2.88 | 5.00% |
| | PW | Water Bac-T (Bacteria) Samples | \$57.50 for first sample + \$16.00 for each add'l sample | \$60.38 for first sample + \$17.00 for each add'l sample | \$2.88 | 5.00% |
| Art. V - Industrial Waste | | | | | | |
| 50-211(d) | PW | Tests for waste of abnormal strength | \$6.05 | \$6.35 | \$0.30 | 5.00% |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------------------------|----------------------|--|----------------------------|-----------------------|-----------|----------|
| Utility Billing Revenue | | | | | | |
| 50-21 | UB | Service Connection Fee | | | | |
| | UB | Water, sewer, and trash customers | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | UB | Wastewater customers only-service charge | \$30.19 | \$31.70 | \$1.51 | 5.00% |
| | UB | Emergency shut off fee | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | UB | After hours turn on fee | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | UB | Meter Test (3rd Party) | | | | |
| | UB | Residential meter | \$114.71 | \$120.45 | \$5.74 | 5.00% |
| | UB | Commercial meter | \$211.31 | \$221.88 | \$10.57 | 5.00% |
| | UB | Meter tampering fee | \$603.75 + Possible | \$633.94 + Possible | \$30.19 | 5.00% |
| UB | Late payment penalty | 10% of outstanding balance | 10% of outstanding balance | N/A | N/A | |
| 50-22 | UB | Deposit for water, sewer and trash collection services (per | \$90.56 | \$95.09 | \$4.53 | 5.00% |
| | UB | Deposit for sewer and trash collection services only (per LUE) | \$60.38 | \$63.39 | \$3.02 | 5.00% |
| | UB | Fire Hydrant Deposit | \$1,380.00 | \$1,449.00 | \$69.00 | 5.00% |
| | UB | Fire Hydrant Minimum Charge (monthly) | \$138.42 | \$145.34 | \$6.92 | 5.00% |
| | UB | Delinquent Billing Fee (Disconnect/Reconnect) | | | | |
| | UB | Within corporate limits of the city | \$52.50 | \$55.13 | \$2.63 | 5.00% |
| | UB | Outside corporate limits of the city | \$72.45 | \$76.07 | \$3.62 | 5.00% |
| | UB | Additional deposit may be required (calculated) | | | | |
| | UB | Delinquent Billing Fee (Disconnect List Only) | \$36.23 | \$38.04 | \$1.81 | 5.00% |
| | UB | Transfer of service fee (within the city) | \$36.23 | \$38.04 | \$1.81 | 5.00% |
| | UB | Cost of Meter (initial install of meter - actual City cost plus ten percent) | Varies | Varies | N/A | N/A |
| | UB | Service Charge for Inspection Turn On | \$69.00 | \$72.45 | \$3.45 | 5.00% |
| 50-23 | UB | Water Minimum Charge (monthly) | | | | |
| | UB | Inside city | | | | |
| | UB | Single-family residential | | | | |
| | UB | 5/8 and 3/4 inch | \$27.69 | \$33.23 | \$5.54 | 20.00% |
| | UB | 1-inch | \$41.53 | \$49.83 | \$8.31 | 20.00% |
| | UB | 1 1/2-inch | \$69.20 | \$83.04 | \$13.84 | 20.00% |
| | UB | 2-inch | \$138.42 | \$166.10 | \$27.68 | 20.00% |
| | UB | 3-inch | \$221.46 | \$265.75 | \$44.29 | 20.00% |
| | UB | 4-inch | \$442.92 | \$531.50 | \$88.58 | 20.00% |
| | UB | 6-inch | \$692.06 | \$830.47 | \$138.41 | 20.00% |
| UB | 8-inch | \$1,384.11 | \$1,660.93 | \$276.82 | 20.00% | |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-------|---------------------------|----------------------|-----------------------|-----------|----------|
| | UB | Multifamily residential | | | | |
| | UB | 5/8 and 3/4 inch | \$27.69 | \$33.23 | \$5.54 | 20.00% |
| | UB | 1-inch | \$41.53 | \$49.83 | \$8.31 | 20.00% |
| | UB | 1 1/2-inch | \$69.20 | \$83.04 | \$13.84 | 20.00% |
| | UB | 2-inch | \$138.42 | \$166.10 | \$27.68 | 20.00% |
| | UB | 3-inch | \$221.46 | \$265.75 | \$44.29 | 20.00% |
| | UB | 4-inch | \$442.92 | \$531.50 | \$88.58 | 20.00% |
| | UB | 6-inch | \$692.06 | \$830.47 | \$138.41 | 20.00% |
| | UB | 8-inch | \$1,384.11 | \$1,660.93 | \$276.82 | 20.00% |
| | UB | Commercial | | | | |
| | UB | 5/8 and 3/4 inch | \$27.69 | \$33.23 | \$5.54 | 20.00% |
| | UB | 1-inch | \$41.53 | \$49.83 | \$8.31 | 20.00% |
| | UB | 1 1/2-inch | \$69.20 | \$83.04 | \$13.84 | 20.00% |
| | UB | 2-inch | \$138.42 | \$166.10 | \$27.68 | 20.00% |
| | UB | 3-inch | \$221.46 | \$265.75 | \$44.29 | 20.00% |
| | UB | 4-inch | \$442.92 | \$531.50 | \$88.58 | 20.00% |
| | UB | 6-inch | \$692.06 | \$830.47 | \$138.41 | 20.00% |
| | UB | 8-inch | \$1,384.11 | \$1,660.93 | \$276.82 | 20.00% |
| | UB | Irrigation | | | | |
| | UB | 5/8 and 3/4 inch | \$27.69 | \$33.23 | \$5.54 | 20.00% |
| | UB | 1-inch | \$41.53 | \$49.83 | \$8.31 | 20.00% |
| | UB | 1 1/2-inch | \$69.20 | \$83.04 | \$13.84 | 20.00% |
| | UB | 2-inch | \$138.42 | \$166.10 | \$27.68 | 20.00% |
| | UB | 3-inch | \$221.46 | \$265.75 | \$44.29 | 20.00% |
| | UB | 4-inch | \$442.92 | \$531.50 | \$88.58 | 20.00% |
| | UB | 6-inch | \$692.06 | \$830.47 | \$138.41 | 20.00% |
| | UB | 8-inch | \$1,384.11 | \$1,660.93 | \$276.82 | 20.00% |
| | UB | Outside City | | | | |
| | UB | Single-family residential | | | | |
| | UB | 5/8 and 3/4 inch | \$37.26 | \$44.71 | \$7.45 | 20.00% |
| | UB | 1-inch | \$55.90 | \$67.07 | \$11.18 | 20.00% |
| | UB | 1 1/2-inch | \$93.17 | \$111.80 | \$18.63 | 20.00% |
| | UB | 2-inch | \$186.32 | \$223.59 | \$37.26 | 20.00% |
| | UB | 3-inch | \$298.11 | \$357.74 | \$59.62 | 20.00% |
| | UB | 4-inch | \$596.23 | \$715.47 | \$119.25 | 20.00% |
| | UB | 6-inch | \$931.61 | \$1,117.94 | \$186.32 | 20.00% |
| | UB | 8-inch | \$1,863.23 | \$2,235.87 | \$372.65 | 20.00% |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-----------|---|----------------------|-----------------------|-----------|----------|
| | UB | Multifamily residential | | | | |
| | UB | 5/8 and 3/4 inch | \$37.26 | \$44.71 | \$7.45 | 20.00% |
| | UB | 1-inch | \$55.90 | \$67.07 | \$11.18 | 20.00% |
| | UB | 1 1/2-inch | \$93.17 | \$111.80 | \$18.63 | 20.00% |
| | UB | 2-inch | \$186.32 | \$223.59 | \$37.26 | 20.00% |
| | UB | 3-inch | \$298.11 | \$357.74 | \$59.62 | 20.00% |
| | UB | 4-inch | \$596.23 | \$715.47 | \$119.25 | 20.00% |
| | UB | 6-inch | \$931.61 | \$1,117.94 | \$186.32 | 20.00% |
| | UB | 8-inch | \$1,863.23 | \$2,235.87 | \$372.65 | 20.00% |
| | UB | Commercial | | | | |
| | UB | 5/8 and 3/4 inch | \$37.26 | \$44.71 | \$7.45 | 20.00% |
| | UB | 1-inch | \$55.90 | \$67.07 | \$11.18 | 20.00% |
| | UB | 1 1/2-inch | \$93.17 | \$111.80 | \$18.63 | 20.00% |
| | UB | 2-inch | \$186.32 | \$223.59 | \$37.26 | 20.00% |
| | UB | 3-inch | \$298.11 | \$357.74 | \$59.62 | 20.00% |
| | UB | 4-inch | \$596.23 | \$715.47 | \$119.25 | 20.00% |
| | UB | 6-inch | \$931.61 | \$1,117.94 | \$186.32 | 20.00% |
| | UB | 8-inch | \$1,863.23 | \$2,235.87 | \$372.65 | 20.00% |
| | UB | Irrigation | | | | |
| | UB | 5/8 and 3/4 inch | \$37.26 | \$44.71 | \$7.45 | 20.00% |
| | UB | 1-inch | \$55.90 | \$67.07 | \$11.18 | 20.00% |
| | UB | 1 1/2-inch | \$93.17 | \$111.80 | \$18.63 | 20.00% |
| | UB | 2-inch | \$186.32 | \$223.59 | \$37.26 | 20.00% |
| | UB | 3-inch | \$298.11 | \$357.74 | \$59.62 | 20.00% |
| | UB | 4-inch | \$596.23 | \$715.47 | \$119.25 | 20.00% |
| | UB | 6-inch | \$931.61 | \$1,117.94 | \$186.32 | 20.00% |
| | UB | 8-inch | \$1,863.23 | \$2,235.87 | \$372.65 | 20.00% |
| | UB | Water volume rate monthly use (per 1,000 gallons) | | | | |
| | UB | Inside city limits | | | | |
| | UB | Single-family residential | | | | |
| | UB | 0 to 4,000 | \$3.67 | \$4.40 | \$0.73 | 20.00% |
| | UB | 4,001 to 8,000 | \$4.59 | \$5.50 | \$0.92 | 20.00% |
| | UB | 8,001 to 12,000 | \$5.51 | \$6.61 | \$1.10 | 20.00% |
| | UB | 12,001 to 16,000 | \$6.41 | \$7.69 | \$1.28 | 20.00% |
| | UB | 16,001 to 20,000 | \$7.33 | \$8.80 | \$1.47 | 20.00% |
| | UB | 20,001 to 30,000 | \$8.25 | \$9.90 | \$1.65 | 20.00% |
| | UB | 30,001 to 50,000 | \$9.17 | \$11.01 | \$1.83 | 20.00% |
| | UB | 50,001 or more | \$11.00 | \$13.20 | \$2.20 | 20.00% |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-------|---|----------------------|-----------------------|-----------|----------|
| | UB | Multifamily residential | | | | |
| | UB | 1 to 99,999,999 | \$6.61 | \$7.94 | \$1.32 | 20.00% |
| | UB | Commercial | | | | |
| | UB | 1 to 99,999,999 | \$6.61 | \$7.94 | \$1.32 | 20.00% |
| | UB | Irrigation | | | | |
| | UB | 1 to 99,999,999 | \$7.72 | \$9.27 | \$1.54 | 20.00% |
| | UB | Construction | | | | |
| | UB | 1 to 99,999,999 | \$6.61 | \$7.94 | \$1.32 | 20.00% |
| | UB | Outside city limits | | | | |
| | UB | Single-family residential | | | | |
| | UB | 0 to 4,000 | \$4.95 | \$5.94 | \$0.99 | 20.00% |
| | UB | 4,001 to 8,000 | \$6.18 | \$7.41 | \$1.24 | 20.00% |
| | UB | 8,001 to 12,000 | \$7.40 | \$8.88 | \$1.48 | 20.00% |
| | UB | 12,001 to 16,000 | \$8.65 | \$10.37 | \$1.73 | 20.00% |
| | UB | 16,001 to 20,000 | \$9.87 | \$11.84 | \$1.97 | 20.00% |
| | UB | 20,001 to 30,000 | \$11.11 | \$13.34 | \$2.22 | 20.00% |
| | UB | 30,001 to 50,000 | \$12.34 | \$14.81 | \$2.47 | 20.00% |
| | UB | 50,001 or more | \$14.81 | \$17.77 | \$2.96 | 20.00% |
| | UB | Multifamily residential | | | | |
| | UB | 1 to 99,999,999 | \$8.91 | \$10.69 | \$1.78 | 20.00% |
| | UB | Commercial | | | | |
| | UB | 1 to 99,999,999 | \$8.91 | \$10.69 | \$1.78 | 20.00% |
| | UB | Irrigation | | | | |
| | UB | 1 to 99,999,999 | \$10.40 | \$12.47 | \$2.08 | 20.00% |
| | UB | Construction | | | | |
| | UB | 1 to 99,999,999 | \$7.42 | \$8.90 | \$1.48 | 20.00% |
| | UB | Emergency interconnect wholesale water rate (per 1,000 gallons) | \$4.96 | \$5.96 | \$0.99 | 20.00% |
| 50-24 | UB | Wastewater Minimum Charge (monthly) | | | | |
| | UB | Inside city limits | | | | |
| | UB | Residential | \$16.35 | \$17.99 | \$1.64 | 10.00% |
| | UB | Nonresidential | \$16.35 | \$17.99 | \$1.64 | 10.00% |
| | UB | Commercial Sewer Only | \$16.35 | \$17.99 | \$1.64 | 10.00% |
| | UB | Flat rate customers | \$39.60 | \$43.56 | \$3.96 | 10.00% |
| | UB | Outside city limits | | | | |
| | UB | Residential | \$22.07 | \$24.28 | \$2.21 | 10.00% |
| | UB | Nonresidential | \$22.07 | \$24.28 | \$2.21 | 10.00% |
| | UB | Commercial Sewer Only | \$22.07 | \$24.28 | \$2.21 | 10.00% |
| | UB | Flat rate customers | \$53.46 | \$58.81 | \$5.35 | 10.00% |

Item # 2

| Code Section | Dept. | Description | FY 13 Adopted Amount | FY 14 Proposed Amount | \$ Change | % Change |
|--------------|-------|--|----------------------|-----------------------|-----------|----------|
| | UB | Sewer volume rate monthly use (per 1,000 gallons) | | | | |
| | UB | Inside city limits | | | | |
| | UB | Residential (based on winter water use average) | \$3.17 | \$3.48 | \$0.32 | 10.00% |
| | UB | Nonresidential (based on monthly water meter reading) | \$3.57 | \$3.93 | \$0.36 | 10.00% |
| | UB | Commercial Sewer Only | \$3.57 | \$3.93 | \$0.36 | 10.00% |
| | UB | Flat rate customers | N/A | N/A | N/A | N/A |
| | UB | Outside city limits | | | | |
| | UB | Residential (based on winter water use average) | \$4.27 | \$4.70 | \$0.43 | 10.00% |
| | UB | Nonresidential (based on monthly water meter reading) | \$4.83 | \$5.31 | \$0.48 | 10.00% |
| | UB | Commercial Sewer Only | \$4.83 | \$5.31 | \$0.48 | 10.00% |
| | UB | Flat rate customers | N/A | N/A | N/A | N/A |
| 50-25 | UB | Solid waste collection and disposal monthly rates (Per TDS contract with the City of Kyle) | | | | |
| | UB | Full retail rate - October - March | \$19.53 | \$20.47 | \$0.94 | 4.81% |
| | UB | Full retail rate - April - September | \$20.47 | \$21.45 | \$0.98 | 4.79% |
| | UB | Refuse Extra Cart - October - March | \$11.23 | \$11.76 | \$0.53 | 4.72% |
| | UB | Refuse Extra Cart - April - September | \$11.76 | \$12.34 | \$0.58 | 4.93% |
| | UB | Bag Tag (per each extra 30 gallon bag or bundle) - October - March | \$5.24 | \$5.49 | \$0.25 | 4.77% |
| | UB | Bag Tag (per each extra 30 gallon bag or bundle) - April - September | \$5.49 | \$5.76 | \$0.27 | 4.92% |
| | UB | Senior Rate (10% discount) - October - March | \$17.58 | \$18.42 | \$0.84 | 4.78% |
| | UB | Senior Rate (10% discount) - April - September | \$18.42 | \$19.31 | \$0.89 | 4.83% |
| | UB | Senior Refuse Extra Cart - October - March | \$10.11 | \$10.59 | \$0.48 | 4.75% |
| | UB | Senior Refuse Extra Cart - April - September | \$10.59 | \$11.11 | \$0.52 | 4.91% |
| | UB | Solid Waste Admin Fee (per month per account) | \$2.50 | \$2.63 | \$0.13 | 5.00% |

Item # 2

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 City Council Budget Work Sessions

| | Budget Amendments to City Funds | City Council Approval Date | | | Total |
|----|--|----------------------------|--------------------|-------------------|-------------------|
| | | 8/14/2013 | 8/21/2013 | 8/27/2013 | |
| 1. | General Fund | \$ (5,500) | \$ (23,666) | \$ 206,630 | \$ 177,464 |
| 2. | Utility Fund | (3,000) | - | - | (3,000) |
| 3. | Grant Fund | - | (494) | - | (494) |
| 4. | 2009 Tax Notes Fund | - | - | 87,045 | 87,045 |
| 5. | 2013 Road Bonds | - | - | - | - |
| | Net Increase (Decrease) of Amendments: | <u>\$ (8,500)</u> | <u>\$ (24,160)</u> | <u>\$ 293,675</u> | <u>\$ 261,015</u> |

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 From City Council Budget Work Session No. 2 Held on August 7, 2013
 City Council Approval Date: August 14, 2013

Amendment No. 1
 Approved on 8-14-2013

| Item | City Department | Description | Budget Category | Line Item | Proposed Budget FY 2013-14 | Amendment Increase (Decrease) | Amended Proposed Budget FY 2013-14 |
|------|----------------------------|---|-----------------|---------------|----------------------------|-------------------------------|------------------------------------|
| 1. | Mayor and Council | Increase membership line item budget to include annual membership dues for National League of Cities. | Expenditure | 110-100-51183 | \$ 6,250 | \$ 3,300 | \$ 9,550 |
| 2. | Mayor and Council | Decrease advertising line item budget to cover increase in the membership line item. | Expenditure | 110-100-55243 | \$ 5,000 | \$ (1,000) | \$ 4,000 |
| 3. | Mayor and Council | Eliminate compensation for Mayor's position for 8-months to cover increase in the membership line item. | Expenditure | 110-100-51113 | \$ 9,600 | \$ (1,600) | \$ 8,000 |
| 4. | Mayor and Council | Eliminate travel budget for Mayor's position to cover increase in the membership line item. | Expenditure | 110-100-51171 | \$ 10,500 | \$ (1,500) | \$ 9,000 |
| 5. | Mayor and Council | Move funds from the City Sponsored Event line item budget to the City Manager's Office to equal \$6,000 for an end of the year employee appreciation event. | Expenditure | 110-100-52141 | \$ 1,000 | \$ (1,000) | \$ - |
| 6. | Sub-total: | Net Increase (Decrease) in G/F Expenditures for Mayor and Council: | | | \$ 32,350 | \$ (1,800) | \$ 30,550 |
| 7. | Office of the City Manager | Move funds from the City Sponsored Event line item budget in Mayor and Council's budget to the City Manager's Office to equal \$6,000 for an end of the year employee appreciation event. | Expenditure | 110-110-52141 | \$ 5,000 | \$ 1,000 | \$ 6,000 |
| 8. | Sub-total: | Net Increase (Decrease) in G/F Expenditures for City Manager's Office: | | | \$ 5,000 | \$ 1,000 | \$ 6,000 |

Item # 2

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 From City Council Budget Work Session No. 2 Held on August 7, 2013
 City Council Approval Date: August 14, 2013

Amendment No. 1
 Approved on 8-14-2013

| Item | City Department | Description | Budget Category | Line Item | Proposed Budget FY 2013-14 | Amendment Increase (Decrease) | Amended Proposed Budget FY 2013-14 |
|------|-------------------------------|--|-----------------|---------------|----------------------------|-------------------------------|------------------------------------|
| 9. | Human Resources Department | Decrease funding requested for Medical Services/Drug Testing line item budget. | Expenditure | 110-113-55115 | \$ 4,500 | \$ (1,000) | \$ 3,500 |
| 10. | Human Resources Department | Increase funding for New Hire Screening line item budget. | Expenditure | 110-113-55246 | \$ 7,500 | \$ 1,000 | \$ 8,500 |
| 11. | Sub-total: | Net Increase (Decrease) in G/F Expenditures for Human Resources Department: | | | \$ 12,000 | \$ - | \$ 12,000 |
| 12. | Parks & Recreation Department | Decrease line item budget for Safety Signs & Barricades by 20%. | Expenditure | 110-134-52122 | \$ 250 | \$ (50) | \$ 200 |
| 13. | Parks & Recreation Department | Decrease line item budget for Building Materials by 20%. | Expenditure | 110-134-52124 | \$ 1,250 | \$ (250) | \$ 1,000 |
| 14. | Parks & Recreation Department | Decrease line item budget for Electrical/Plumbing Supplies by 20%. | Expenditure | 110-134-52131 | \$ 4,000 | \$ (800) | \$ 3,200 |
| 15. | Parks & Recreation Department | Decrease line item budget for Misc. Hardware by 20%. | Expenditure | 110-134-52133 | \$ 200 | \$ (40) | \$ 160 |
| 16. | Parks & Recreation Department | Decrease line item budget for Medical Supplies by 20%. | Expenditure | 110-134-52163 | \$ 500 | \$ (100) | \$ 400 |
| 17. | Parks & Recreation Department | Decrease line item budget for Minor Tools/Instruments by 20%. | Expenditure | 110-134-52168 | \$ 1,500 | \$ (300) | \$ 1,200 |
| 18. | Parks & Recreation Department | Decrease line item budget for Food/Meals by 20%. | Expenditure | 110-134-52173 | \$ 50 | \$ (10) | \$ 40 |
| 19. | Parks & Recreation Department | Decrease line item budget for Misc. Supplies by 20%. | Expenditure | 110-134-52174 | \$ 625 | \$ (125) | \$ 500 |
| 20. | Parks & Recreation Department | Decrease line item budget for Facility Maintenance Tools by 20%. | Expenditure | 110-134-52228 | \$ 625 | \$ (125) | \$ 500 |

Item # 2

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Session No. 2 Held on August 7, 2013
City Council Approval Date: August 14, 2013

| Item | City Department | Description | Budget Category | Line Item | Proposed Budget FY 2013-14 | Amendment Increase (Decrease) | Amended Proposed Budget FY 2013-14 |
|------------|-------------------------------|--|-----------------|---------------|----------------------------|-------------------------------|------------------------------------|
| 21. | Parks & Recreation Department | Decrease line item budget for Other Operational Equipment by 20%. | Expenditure | 110-134-52231 | \$ 5,000 | \$ (1,000) | \$ 4,000 |
| 22. | Parks & Recreation Department | Decrease line item budget for Cleaning Supplies by 20%. | Expenditure | 110-134-53152 | \$ 500 | \$ (100) | \$ 400 |
| 23. | Parks & Recreation Department | Decrease line item budget for Cleaning Paper Products by 20%. | Expenditure | 110-134-53153 | \$ 500 | \$ (100) | \$ 400 |
| 24. | Parks & Recreation Department | Eliminate line item budget for internet services for VFW Building - not needed. | Expenditure | 110-252-53125 | \$ 1,700 | \$ (1,700) | \$ - |
| 25. | Sub-total: | Net Increase (Decrease) in G/F Expenditures for Parks and Recreation: | | | \$ 16,700 | \$ (4,700) | \$ 12,000 |
| 26. | Parks & Recreation Department | Decrease funding requested for Light & Power line item budget for Public Works Building. | Expenditure | 310-280-53121 | \$ 15,000 | \$ (3,000) | \$ 12,000 |
| 27. | Sub-total: | Net Increase (Decrease) in Utility Fund Expenditures for Parks and Recreation: | | | \$ 15,000 | \$ (3,000) | \$ 12,000 |
| 28. | Sub-total: | Net Increase (Decrease) in Expenditures for Parks and Recreation: | | | \$ 31,700 | \$ (7,700) | \$ 24,000 |
| 29. | TOTAL GENERAL FUND: | Net Increase (Decrease) in General Fund Expenditures: | | | \$ 66,050 | \$ (5,500) | \$ 60,550 |
| 30. | TOTAL UTILITY FUND: | Net Increase (Decrease) in Utility Fund Expenditures: | | | \$ 15,000 | \$ (3,000) | \$ 12,000 |
| 31. | COMBINED TOTAL: | Net Increase (Decrease) in For All Fund Expenditures: | | | \$ 81,050 | \$ (8,500) | \$ 72,550 |

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Session No. 3 Held on August 14, 2013
City Council Approval Date: August 21, 2013

| Item | City Department | Description | Budget Category | Line Item | Proposed Budget FY 2013-14 | Amendment Increase (Decrease) | Amended Proposed Budget FY 2013-14 |
|------------|-------------------------------------|--|-----------------|-----------|----------------------------|-------------------------------|------------------------------------|
| 1. | All City Departments - Gen. Fund | Reduce funding for COLA from 3.5% to 1.8% | Expenditure | | \$ 158,136 | \$ (84,745) | \$ 73,391 |
| 2. | All City Departments - Gen. Fund | Increase funding for performance based pay adjustments (merit Increase) for non civil service City employees from 0.0% to 1.7% | Expenditure | | \$ - | \$ 61,079 | \$ 61,079 |
| 3. | Sub-total: | Net Increase (Decrease) in General Fund Expenditures for COLA & Merit Pay: | | | \$ 158,136 | \$ (23,666) | \$ 134,470 |
| 4. | All City Departments - Utility Fund | Reduce funding for COLA from 3.5% to 1.8% | Expenditure | | \$ 51,337 | \$ (24,935) | \$ 26,402 |
| 5. | All City Departments - Utility Fund | Increase funding for performance based pay adjustments (merit Increase) for non civil service City employees from 0.0% to 1.7% | Expenditure | | \$ - | \$ 24,935 | \$ 24,935 |
| 6. | Sub-total: | Net Increase (Decrease) in Utility Fund Expenditures for COLA & Merit Pay: | | | \$ 51,337 | \$ - | \$ 51,337 |
| 7. | All City Departments - Grant Funds | Reduce funding for COLA from 3.5% to 1.8% | Expenditure | | \$ 1,731 | \$ (1,095) | \$ 636 |
| 8. | All City Departments - Grant Funds | Increase funding for performance based pay adjustments (merit Increase) for non civil service City employees from 0.0% to 1.7% | Expenditure | | \$ - | \$ 601 | \$ 601 |
| 9. | Sub-total: | Net Increase (Decrease) in Grant Funds Expenditures for COLA & Merit Pay: | | | \$ 1,731 | \$ (494) | \$ 1,237 |
| 10. | TOTAL GENERAL FUND: | Net Increase (Decrease) in General Fund Expenditures: | | | \$ 158,136 | \$ (23,666) | \$ 134,470 |
| 11. | TOTAL UTILITY FUND: | Net Increase (Decrease) in Utility Fund Expenditures: | | | \$ 51,337 | \$ - | \$ 51,337 |
| 12. | TOTAL GRANT FUNDS: | Net Increase (Decrease) in Grant Fund Expenditures: | | | \$ 1,731 | \$ (494) | \$ 1,237 |
| 13. | COMBINED TOTAL: | Net Increase (Decrease) in For All Fund Expenditures: | | | \$ 211,204 | \$ (24,160) | \$ 187,044 |

Item # 2

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Sessions No. 4 Held on 8/21/2013 & No. 5 Held on 8/27/2013
City Council Approval Date: August 27, 2013

| Item | City Department | Description | Budget Category | Line Item | Proposed Budget FY 2013-14 | Amendment Increase (Decrease) | Amended Proposed Budget FY 2013-14 |
|------|----------------------|---|-----------------|---------------|----------------------------|-------------------------------|------------------------------------|
| 1. | Mayor & Council | Increase funding for civic grant programs in FY 2013-14 by \$8,000, the amount not awarded in the current FY 2012-13. (Option Base 2) | Expenditure | | \$ 30,000 | \$ 8,000 | \$ 38,000 |
| 2. | Sub-total: | Net Increase (Decrease) for Mayor & Council: | | | \$ 30,000 | \$ 8,000 | \$ 38,000 |
| 3. | Parks & Recreation | Add funding for Public Swimming Pool improvements from the 2009 Tax Notes Fund | Expenditure | 185-679-57222 | \$ - | \$ 87,045 | \$ 87,045 |
| 4. | | Add funding for Public Swimming Pool improvements from the General Fund balance. | Expenditure | 110-260-57222 | \$ - | \$ 10,455 | \$ 10,455 |
| 5. | Sub-total: | Net Increase (Decrease) in General Fund & 2009 Tax Notes Fund Expenditures for Parks & Recreation Department: | | | \$ - | \$ 97,500 | \$ 97,500 |
| 6. | Economic Development | Increase funding for the Catalyst Commercial contract by \$2,700.00 for a total amount of \$18,000.00 from the General Fund balance. | Expenditure | 110-119-55322 | \$ 15,300 | \$ 2,700 | \$ 18,000 |
| 7. | Sub-total: | Net Increase (Decrease) in General Fund Expenditures for Economic Development Department: | | | \$ 15,300 | \$ 2,700 | \$ 18,000 |
| 8. | Planning & Zoning | Reduce the amount of increase budgeted for engineering services line item. | Expenditure | 110-118-55113 | \$ 6,275 | \$ (4,275) | \$ 2,000 |
| 9. | Sub-total: | Net Increase (Decrease) in General Fund Expenditures for Planning Department: | | | \$ 6,275 | \$ (4,275) | \$ 2,000 |

Item # 2

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Sessions No. 4 Held on 8/21/2013 & No. 5 Held on 8/27/2013
City Council Approval Date: August 27, 2013

| Item | City Department | Description | Budget Category | Line Item | Proposed Budget FY 2013-14 | Amendment Increase (Decrease) | Amended Proposed Budget FY 2013-14 |
|------|----------------------|---|-----------------|---------------|----------------------------|-------------------------------|------------------------------------|
| 1. | Mayor & Council | Increase funding for civic grant programs in FY 2013-14 by \$8,000, the amount not awarded in the current FY 2012-13. (Option Base 2) | Expenditure | 110-100-58112 | \$ 30,000 | \$ 8,000 | \$ 38,000 |
| 2. | Sub-total: | Net Increase (Decrease) for Mayor & Council: | | | \$ 30,000 | \$ 8,000 | \$ 38,000 |
| 3. | Parks & Recreation | Add funding for Public Swimming Pool improvements from the 2009 Tax Notes Fund | Expenditure | 185-679-57222 | \$ - | \$ 87,045 | \$ 87,045 |
| 4. | | Add funding for Public Swimming Pool improvements from the General Fund balance. | Expenditure | 110-260-57222 | \$ - | \$ 10,455 | \$ 10,455 |
| 5. | Sub-total: | Net Increase (Decrease) in General Fund & 2009 Tax Notes Fund Expenditures for Parks & Recreation Department: | | | \$ - | \$ 97,500 | \$ 97,500 |
| 6. | Economic Development | Increase funding for the Catalyst Commercial contract by \$2,700.00 for a total amount of \$18,000.00 from the General Fund balance. | Expenditure | 110-119-55322 | \$ 15,300 | \$ 2,700 | \$ 18,000 |
| 7. | Sub-total: | Net Increase (Decrease) in General Fund Expenditures for Economic Development Department: | | | \$ 15,300 | \$ 2,700 | \$ 18,000 |
| 8. | Planning & Zoning | Reduce the amount of increase budgeted for engineering services line item. | Expenditure | 110-118-55113 | \$ 6,275 | \$ (4,275) | \$ 2,000 |
| 9. | Sub-total: | Net Increase (Decrease) in General Fund Expenditures for Planning Department: | | | \$ 6,275 | \$ (4,275) | \$ 2,000 |

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Sessions No. 4 Held on 8/21/2013 & No. 5 Held on 8/27/2013
City Council Approval Date: August 27, 2013

| Item | City Department | Description | Budget Category | Line Item | Proposed Budget FY 2013-14 | Amendment Increase (Decrease) | Amended Proposed Budget FY 2013-14 |
|------|----------------------|--|-----------------|---------------|----------------------------|-------------------------------|------------------------------------|
| 10. | Public Library | Add funding to restore food/meals budget line item from the General Fund balance. | Expenditure | 110-141-52173 | \$ - | \$ 500 | \$ 500 |
| 11. | | Add funding for a 1-year subscription to Gale reference database for PowerSpeak languages, legal forms, and Chilton's auto repair manuals. | Expenditure | 110-141-55331 | \$ - | \$ 3,250 | \$ 3,250 |
| 12. | | Add funding to relocate a security camera to better capture public computer area. | Expenditure | 110-141-55331 | \$ - | \$ 1,000 | \$ 1,000 |
| 13. | Sub-total: | Net Increase (Decrease) in General Fund Expenditures for Public Library Department: | | | \$ - | \$ 4,750 | \$ 4,750 |
| 14. | Engineering Services | Add funding for a Project Manager position including fringe benefits and support costs using 2013 Road Bond funds. | Expenditure | 188-678-57314 | \$ - | \$ 88,607 | \$ 88,607 |
| 15. | | Add funding for computer hardware, software, furniture, and a pickup truck for the Project Manager position using 2013 road bond funds. | Expenditure | 188-678-57314 | \$ - | \$ 20,500 | \$ 20,500 |
| 16. | | Decrease funding for engineering, design, and right-of-way acquisition services for roads in the 2013 Road Bond Fund. | Expenditure | 188-678-57313 | \$ 5,410,000 | \$ (109,107) | \$ 5,300,893 |
| 17. | | Add funding for the development of a Transportation Master Plan for the City of Kyle from the General Fund balance. | Expenditure | 110-162-55613 | \$ - | \$ 165,000 | \$ 165,000 |
| 18. | Sub-total: | Net Increase (Decrease) for Engineering Services Department: | | | \$ 5,410,000 | \$ 165,000 | \$ 5,575,000 |
| 19. | Human Resources | Add funding for a vendor hosted HR management system for the City. | Expenditure | 110-113-55332 | \$ - | \$ 20,000 | \$ 20,000 |
| 20. | Sub-total: | Net Increase (Decrease) for Human Resources Department: | | | \$ - | \$ 20,000 | \$ 20,000 |

Item # 2

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Sessions No. 4 Held on 8/21/2013 & No. 5 Held on 8/27/2013
City Council Approval Date: August 27, 2013

| Item | City Department | Description | Budget Category | Line Item | Proposed Budget FY 2013-14 | Amendment Increase (Decrease) | Amended Proposed Budget FY 2013-14 |
|------|----------------------------|--|-----------------|-----------|----------------------------|-------------------------------|------------------------------------|
| 21. | TOTAL GENERAL FUND: | Net Increase (Decrease) in General Fund Expenditures: | | | \$ 51,575 | \$ 206,630 | \$ 258,205 |
| 22. | TOTAL 2009 TAX NOTES FUND: | Net Increase (Decrease) in 2009 Tax Notes Fund Expenditures: | | | \$ - | \$ 87,045 | \$ 87,045 |
| 23. | TOTAL 2013 ROAD BOND FUND: | Net Increase (Decrease) in 2013 Road Bond Fund Expenditures: | | | \$ 5,410,000 | \$ - | \$ 5,410,000 |
| 24. | COMBINED TOTAL: | Net Increase (Decrease) in For All Fund Expenditures: | | | \$ 5,461,575 | \$ 293,675 | \$ 5,755,250 |

City of Kyle, Texas
Proposed 2014 Tax Notes
Schedule of Assets for Short-Term Financing
Reviewed and Approved By City Council on August 27, 2013 (Budget Work Session No. 5)

| Description of Capital Item | Category | Department | General Fund | Utility Fund | Total |
|--|-----------|------------------------|--------------|--------------|--------------|
| 1. IT System Hardware Improvements | Equipment | Information Technology | \$ 80,100 | \$ 26,700 | \$ 106,800 |
| 2. Automatic Door at City Hall | Equipment | Parks and Recreation | - | - | - |
| 3. Street Light Rehabilitation | Equipment | Parks and Recreation | - | - | - |
| 4. Defibrillator - Library | Equipment | Parks and Recreation | 3,000 | - | 3,000 |
| 5. Defibrillator - Historic City Hall | Equipment | Parks and Recreation | 3,000 | - | 3,000 |
| 6. Defibrillator - City Hall | Equipment | Parks and Recreation | 3,000 | - | 3,000 |
| 7. Defibrillator - Public Works | Equipment | Parks and Recreation | - | 3,000 | 3,000 |
| 8. Defibrillator - Parks Lake Kyle | Equipment | Parks and Recreation | 3,000 | - | 3,000 |
| 9. Defibrillator - Parks Maintenance | Equipment | Parks and Recreation | 3,000 | - | 3,000 |
| 10. Defibrillator - Police | Equipment | Parks and Recreation | 3,000 | - | 3,000 |
| 11. Radio System Upgrade | Equipment | Police | 208,663 | - | 208,663 |
| 12. Radar Trailer | Equipment | Police | 13,945 | - | 13,945 |
| 13. CAD Station | Equipment | Engineering | - | - | - |
| 14. Maintainer and 48" Drum | Equipment | Public Works | 240,000 | - | 240,000 |
| 15. Aluminum Panel Shield | Equipment | Public Works | 4,000 | 4,000 | 8,000 |
| 16. Sewer Robot Camera & Enclosed Trailer | Equipment | Public Works | - | 100,000 | 100,000 |
| 17. Toughbook Laptop w/Stand | Equipment | Public Works | - | 3,875 | 3,875 |
| 18. Toughbook Laptop w/Stand | Equipment | Public Works | - | 3,875 | 3,875 |
| 19. Toughbook Laptop w/Stand | Equipment | Public Works | - | 3,250 | 3,250 |
| 20. Total Equipment: | | | \$ 564,708 | \$ 144,700 | \$ 709,408 |
| 21. Land & Office Building (Health Dept's) | Facility | City Manager | \$ 350,000 | \$ - | \$ 350,000 |
| 22. Storage Building | Facility | Parks and Recreation | 5,500 | - | 5,500 |
| 23. Water Reservoir Rehabilitation | Facility | Public Works | - | 450,000 | 450,000 |
| 24. Total Facility: | | | \$ 355,500 | \$ 450,000 | \$ 805,500 |
| 25. HR Management System | Software | Human Resources | \$ - | \$ - | \$ - |
| 26. Interactive Voice Response System | Software | Building Inspection | - | - | - |
| 27. AutoCAD Software | Software | Engineering | - | - | - |
| 28. Model - Water System | Software | Engineering | - | 150,000 | 150,000 |
| 29. Model - Wastewater System | Software | Engineering | - | 150,000 | 150,000 |
| 30. Total Software Systems: | | | \$ - | \$ 300,000 | \$ 300,000 |
| 31. Cheverolet Tahoe | Vehicle | Police | \$ 75,000 | \$ - | \$ 75,000 |
| 32. Cheverolet Tahoe | Vehicle | Police | 75,000 | - | 75,000 |
| 33. Cheverolet Tahoe | Vehicle | Police | 75,000 | - | 75,000 |
| 34. Pickup Truck | Vehicle | Engineering | - | - | - |
| 35. Pickup Truck | Vehicle | Public Works | 35,000 | - | 35,000 |
| 36. Pickup Truck | Vehicle | Public Works | - | 35,000 | 35,000 |
| 37. Pickup Truck - Heavy Duty w/Lift | Vehicle | Public Works | - | 50,000 | 50,000 |
| 38. Van | Vehicle | Public Works | - | 25,000 | 25,000 |
| 39. Pickup Truck - Meter Reading | Vehicle | Financial Services | - | 35,000 | 35,000 |
| 40. Total Vehicles: | | | \$ 260,000 | \$ 145,000 | \$ 405,000 |
| 41. COMBINED TOTAL: | | | \$ 1,180,208 | \$ 1,039,700 | \$ 2,219,908 |
| | | | 53.16% | 46.84% | 100.00% |

NOTES: Item numbers 2, 3, 13, 25, 26, 27, and 34 were not approved by the City Council.
 Items 2 and 3 were already funded by an amendment to the current budget for FY 2012-13.
 Items 13 and 27 are to be funded from the 2013 road bonds.
 Item 34 is to be deferred until the roads are under construction and will be purchased using road bonds.



CITY OF KYLE, TEXAS

Meeting Date: 9/4/2013
Date time: 7:00 PM

Ordinance for Adoption of Ad Valorem Tax Rates For FY 2013-14

Subject/Recommendation: *(Second Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS FIXING THE AD VALOREM TAX RATE, AND PROVIDING FOR THE LEVYING OF AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND TERMINATING SEPTEMBER 30, 2014; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID. ~
Lanny Lambert, City Manager

Other Information: The Fiscal Year 2013-14 Annual Budget is a financial plan for all City funds, programs, services, operations, and activities for the period covering October 1, 2013 through September 30, 2014. The City's Fiscal Year 2013-14 Annual Budget requires raising more revenue from property taxes than in the previous year. The City's Annual Budget also requires raising more revenue from fees and charges and water and wastewater rates than in the previous year. The Fiscal Year 2013-14 Annual Budget for all City expenditures totals approximately \$45.36 million from all City funds; which includes approximately \$14.72 million for the City's General Fund expenditures.

The City Council is considering the adoption of property tax rates which includes a component for Maintenance and Operations of the municipal government of the City of Kyle and a component for Interest and Sinking Fund (debt service) for the Fiscal Year 2013-14, upon all property, real, personal and mixed, within the corporate limits of the City of Kyle, Texas on January 1, 2013. The total property tax rate being considered is \$0.5483 on each \$100.00 taxable valuation of property and the breakdown between the two tax components are as follows:

1. \$0.2703 on each \$100.00 taxable valuation of property for the Maintenance and Operation support of the general government (General Fund) and,
2. \$0.2780 on each \$100.00 taxable valuation of property for the Interest and Sinking Fund (Debt Service).
3. The total tax rate of \$0.5483 is 5.15 percent above the effective tax rate.

Cover Memo

During the month of August 2013, the City Council held five (5) ~~item~~ # 3

Budget Work Sessions in public meetings to review revenue estimates for the City's General Fund and the Water and Wastewater Utility Fund, line item expenditure budgets for all City departments, revenue, expenditures and fund balances for all City Funds, miscellaneous fee schedule, implementation of new fees, rate increases for water and wastewater services, and property tax increases.

By September 4, 2013, the scheduled date of the 2nd Reading of the Budget Adoption Ordinance, the City Council held a total of twenty (20) public hearings to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons on the City's annual budget, property tax rate increases, implementation of new City fees, miscellaneous City fee increases, and increases to the water and wastewater service rates.

Of the twenty (20) public hearings held, five (5) public hearings were specifically dedicated to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons on the City's property tax rates. In compliance with the Truth-in-Taxation requirements, all public notices were published in the Hays Free Press on July 31, 2013, August 7, 2013, August 28, 2013 and the two required public hearings on tax increase were held on August 21, 2013 and August 27, 2013.

All Public Hearings were conducted in open meetings as part of special called Budget Work Sessions of the Kyle City Council on the City's proposed Fiscal Year 2013-14 Annual Budget, Property Tax Rates, Fees & Charges, and Water/Wastewater Rates at the Kyle City Hall, 100 West Center Street, Kyle, Texas.

Budget Information:

The City's Annual Budget as reviewed and amended by the City Council for Fiscal Year 2013-14 totals approximately \$45.36 million in expenditures for all City Funds. Please refer to the budget document for complete details on the City's website at www.cityofkyle.com/finance/budget-fy-2013-14, also available in paper copy at City Hall and the Kyle Public Library.

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

Attachments / click to download

- [Ordinance - Adoption Tax Rates FY 2014](#)
- [Public Notices](#)
- [Property Tax Rate Calculations](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS
FIXING THE AD VALOREM TAX RATE, AND
PROVIDING FOR THE LEVYING OF AD VALOREM
TAXES FOR USE AND SUPPORT OF THE MUNICIPAL
GOVERNMENT OF THE CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2013 AND TERMINATING
SEPTEMBER 30, 2014; PROVIDING FOR APPORTIONING
EACH LEVY FOR SPECIFIC PURPOSES; AND
PROVIDING WHEN TAXES SHALL BECOME DUE AND
WHEN SAME SHALL BECOME DELINQUENT IF NOT
PAID.**

Whereas, the City Council of the City of Kyle, Texas approved the municipal budget for the fiscal year beginning October 1, 2013 and ending September 30, 2014; and

Whereas, it is necessary that an Ordinance be passed levying an ad valorem tax on all property, both real and personal, within the corporate limits of the City of Kyle, Texas in accordance with such budget and the Texas Tax Code.

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

Section 1. There is hereby levied and there shall be collected for the Maintenance and Operations (use and support) of the municipal government of the City of Kyle (herein the "City") and to provide an Interest and Sinking Fund for the Fiscal Year 2013-14 , upon all property, real, personal and mixed, within the corporate limits of said City on January 1, 2013 subject to taxation, a tax of \$0.5483 on each \$100.00 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

1. For the Maintenance and Operation support of the general government (General Fund), \$0.2703 on each \$100.00 taxable valuation of property; and
2. For the Interest and Sinking Fund, \$0.2780 on each \$100.00 taxable valuation of property.
3. The total tax rate of \$0.5483 on each \$100.00 taxable valuation of property is 5.15 percent above the effective tax rate of \$0.5214 per \$100.00 taxable valuation of property.
4. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. {Tax Code 26.05 (b)(1)}**

5. THIS TOTAL TAX RATE OF \$0.5483 PER \$100.00 OF ASSESSED VALUATION WILL INCREASE TOTAL CITY PROPERTY TAX ON A \$100,000 HOME BY \$26.90 AS COMPARED TO THE EFFECTIVE TAX RATE OF \$0.5214 PER \$100.00 OF ASSESSED VALUATION.

Section 2. That taxes levied under this Ordinance shall be due and payable on October 1, 2013 and if not paid on or before January 31, 2014 shall immediately become delinquent.

Section 3. All taxes shall become a lien upon the property against which assessed, and the Hays County Tax Office as the assessor and collector of the City is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the state of Texas and ordinances of the City, and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the interest and penalty collected from such delinquent taxes shall be apportioned to the general fund of the City. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

Section 4. Public Hearings. By September 4, 2013, the scheduled date of the 2nd Reading of the Property Tax Rate Adoption Ordinance, the City Council will have held a total of five (5) separate public hearings to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons specifically on the City’s property tax rates. In compliance with Truth-in-Taxation requirements, all public notices were published in the Hays Free Press on July 31, 2013, August 7, 2013, August 28, 2013 and the two required public hearings on tax increase were held on August 21, 2013 and August 27, 2013.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage.

Section 5. 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 1st reading this 3rd day of September, 2013.

PASSED AND FINALLY APPROVED on 2nd reading on this 4th day of September, 2013.

ATTEST:

CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor

FINAL 7/30/2013**2013 Property Tax Rates in City of Kyle**

This notice concerns the 2013 property tax rates for City of Kyle. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

| | |
|-----------------------------|-----------------|
| Last year's operating taxes | \$3,974,830 |
| Last year's debt taxes | \$3,736,604 |
| Last year's total taxes | \$7,711,434 |
| Last year's tax base | \$1,470,525,172 |
| Last year's total tax rate | \$0.5244/\$100 |

This year's effective tax rate:

| | |
|---|-----------------|
| Last year's adjusted taxes (after subtracting taxes on lost property) | \$7,329,968 |
| + This year's adjusted tax base (after subtracting value of new property) | \$1,405,695,078 |
| =This year's effective tax rate (Maximum rate unless unit publishes notices and holds hearings.) | \$0.5214/\$100 |

This year's rollback tax rate:

| | |
|--|-----------------|
| Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures) | \$4,946,424 |
| + This year's adjusted tax base | \$1,405,695,078 |
| =This year's effective operating rate | \$0.3519/\$100 |
| x 1.08=this year's maximum operating rate | \$0.3800/\$100 |
| + This year's debt rate | \$0.2780/\$100 |
| = This year's total rollback rate | \$0.6580/\$100 |
| -Sales tax adjustment rate | \$0.0801/\$100 |
| =Rollback tax rate | \$0.5779/\$100 |

Statement of Increase/Decrease

If City of Kyle adopts a 2013 tax rate equal to the effective tax rate of \$0.5214 per \$100 of value, taxes would decrease compared to 2012 taxes by \$-101,828.

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

| Type of Property Tax Fund | Balance |
|---------------------------|-----------|
| General Fund | 6,062,088 |
| Interest & Sinking Fund | 598,700 |
| | 0 |
| | 0 |

Schedule B - 2013 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

| Description of Debt | Principal or Contract Payment to be Paid from Property Taxes | Interest to be Paid from Property Taxes | Other Amounts to be Paid | Total Payment |
|---|--|---|--------------------------|---------------|
| Combination Tax & Certificate of Obligations, Series 2007 | 0 | 273,000 | 0 | 273,000 |
| Combination Tax & Certificate of Obligations, Series 2008 | 501,963 | 761,642 | 0 | 1,263,605 |
| Limited Tax Notes, Series 2009 | 523,066 | 43,984 | 0 | 567,050 |
| General Obligations Refunding Bonds, Series 2009 | 539,418 | 883,387 | 0 | 1,422,805 |
| Combination Tax & Certificate of Obligations, | 170,000 | 141,073 | 0 | 311,073 |

| | | | | |
|----------------------------|---------|---------|---|---------|
| Series 2010 | | | | |
| General Obligations | | | | |
| Refunding Bonds, Series | 270,000 | 90,478 | 0 | 360,478 |
| 2011 | | | | |
| General Obligations | | | | |
| Refunding Bonds, Series | 0 | 65,710 | 0 | 65,710 |
| 2013 | | | | |
| General Obligations Bonds, | 215,000 | 177,656 | 0 | 392,656 |
| Series 2013 | | | | |

| | |
|---|-------------|
| Total required for 2013 debt service | \$4,656,377 |
| - Amount (if any) paid from Schedule A | \$0 |
| - Amount (if any) paid from other resources | \$598,700 |
| - Excess collections last year | \$0 |
| = Total to be paid from taxes in 2013 | \$4,057,677 |
| + Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2013 | \$0 |
| = Total debt levy | \$4,057,677 |

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$1,168,295 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 712 S. Stagecoach Trail, San Marcos, TX 78666.

Name of person preparing this notice: Luanne Caraway
 Title: Hays County Tax Assessor-Collector
 Date Prepared: 07/30/2013

2013 Effective Tax Rate Worksheet City of Kyle

Date: 07/30/2013

See Chapter 2 of the Texas Comptroller's 2013 Manual for Taxing Units Other than Schools for an explanation of the effective tax rate.

| | |
|--|-----------------|
| 1. 2012 total taxable value. Enter the amount of 2012 taxable value on the 2012 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). | \$1,470,010,026 |
| 2. 2012 tax ceilings. Counties, cities and junior college districts. Enter 2012 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter 0. If your taxing units adopted the tax ceiling provision in 2012 or a prior year for homeowners age 65 or older or disabled, use this step. | \$0 |
| 3. Preliminary 2012 adjusted taxable value. Subtract Line 2 from Line 1. | \$1,470,010,026 |
| 4. 2012 total adopted tax rate. | \$0.5244/\$100 |
| 5. 2012 taxable value lost because court appeals of ARB decisions reduced 2012 appraised value. A. Original 2012 ARB Values. | \$0 |
| B. 2012 values resulting from final court decisions. | \$0 |
| C. 2012 value loss. Subtract B from A. | \$0 |
| 6. 2012 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C. | \$1,470,010,026 |
| 7. 2012 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2012. Enter the 2012 value of property in deannexed territory. | \$0 |
| 8. 2012 taxable value lost because property first qualified for an exemption in 2013. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions. | |
| A. Absolute exemptions. Use 2012 market value: | \$125,181 |
| B. Partial exemptions. 2013 exemption amount or 2013 percentage exemption times 2012 value: | \$2,721,350 |
| C. Value loss. Add A and B. | \$2,846,531 |
| 9. 2012 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2013. Use only properties that qualified in 2013 for the first time; do not use properties that qualified in 2012. | |
| A. 2012 market value: | \$0 |
| B. 2013 productivity or special appraised value: | \$0 |
| C. Value loss. Subtract B from A. | Item # 3 \$0 |

| | |
|---|--|
| 10. Total adjustments for lost value. Add lines 7, 8C and 9C. | \$2,846,531 |
| 11. 2012 adjusted taxable value. Subtract Line 10 from Line 6. | \$1,467,163,495 |
| 12. Adjusted 2012 taxes. Multiply Line 4 by line 11 and divide by \$100. | \$7,693,805 |
| 13. Taxes refunded for years preceding tax year 2012. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2012. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2012. This line applies only to tax years preceding tax year 2012. | \$2,702 |
| 14. Taxes in tax increment financing (TIF) for tax year 2012. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2013 captured appraised value in Line 16D, enter 0. | \$366,539 |
| 15. Adjusted 2012 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14. | \$7,329,968 |
| 16. Total 2013 taxable value on the 2013 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. A. Certified values: B. Counties: Include railroad rolling stock values certified by the Comptroller's office: C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property (use this line based on legal counsel's advice): D. Tax increment financing: Deduct the 2013 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2013 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. E. Total 2013 value. Add A and B, then subtract C and D. | \$1,500,475,651 \$0 \$0 \$74,609,713 \$1,425,865,938 |
| 17. Total value of properties under protest or not included on certified appraisal roll. A. 2013 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. B. 2013 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. C. Total value under protest or not certified: Add A and B. | \$33,590,557 \$0 \$33,590,557 |
| 18. 2013 tax ceilings. Enter 2013 total taxable value of homesteads with tax ceilings. These | Item # 3 \$0 |

| | |
|---|-----------------|
| include the homesteads of homeowners age 65 or older or disabled. Other units enter 0. If your taxing units adopted the tax ceiling provision in 2012 or a prior year for homeowners age 65 or older or disabled, use this step. | |
| 19. 2013 total taxable value. Add Lines 16E and 17C. Subtract Line 18. | \$1,459,456,495 |
| 20. Total 2013 taxable value of properties in territory annexed after Jan. 1, 2012. Include both real and personal property. Enter the 2013 value of property in territory annexed. | \$0 |
| 21. Total 2013 taxable value of new improvements and new personal property located in new improvements. "New" means the item was not on the appraisal roll in 2012. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2012, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2013. | \$53,761,417 |
| 22. Total adjustments to the 2013 taxable value. Add Lines 20 and 21. | \$53,761,417 |
| 23. 2013 adjusted taxable value. Subtract Line 22 from Line 19. | \$1,405,695,078 |
| 24. 2013 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100. | \$0.5214/\$100 |
| 25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2013 county effective tax rate. | |

A county, city or hospital district that adopted the additional sales tax in November 2012 or in May 2013 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet (Appendix 4) on page 35 of the Texas Comptroller's 2013 Truth-in-Taxation Manual sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

2013 Rollback Tax Rate Worksheet

City of Kyle

Date: 07/30/2013

See Chapter 3 of the Texas Comptroller's 2013 Manual for Taxing Units Other than School Districts for an explanation of the rollback tax rate.

| | |
|---|-----------------|
| 26. 2012 maintenance and operations (M&O) tax rate. | \$0.2703/\$100 |
| 27. 2012 adjusted taxable value. Enter the amount from Line 11. | \$1,467,163,495 |
| 28. 2012 M&O taxes. | |
| A. Multiply Line 26 by Line 27 and divide by \$100. | \$3,965,742 |
| B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2012. Enter amount from full year's sales tax revenue spent for M&O in 2012 fiscal year, if any. Other units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent. | \$1,168,295 |
| C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0. | \$0 |
| D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other units enter 0. | \$0 |
| E. Taxes refunded for years preceding tax year 2012: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2012. This line applies only to tax years preceding tax year 2012. | \$1,318 |
| F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance. | \$0 |
| G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2013 captured appraised value in Line 16D, enter 0. | \$188,931 |
| H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G. | \$4,946,424 |
| 29. 2013 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet. | \$1,405,695,078 |
| 30. 2013 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by \$100. | \$0.3519/\$100 |
| 31. 2013 rollback maintenance and operation rate. Multiply Line 30 by 1.08. | \$0.3800/\$100 |

Item # 3

| | |
|--|---|
| <p>32. Total 2013 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue (or additional sales tax revenue). Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.</p> <p>B. Subtract unencumbered fund amount used to reduce total debt.</p> <p>C. Subtract amount paid from other resources.</p> <p>D. Adjusted debt. Subtract B and C from A.</p> | <p>\$4,656,377</p> <p>\$0</p> <p>\$598,700</p> <p>\$4,057,677</p> |
| 33. Certified 2012 excess debt collections. Enter the amount certified by the collector. | \$0 |
| 34. Adjusted 2013 debt. Subtract Line 33 from Line 32D. | \$4,057,677 |
| 35. Certified 2013 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent. | 100.00% |
| 36. 2013 debt adjusted for collections. Divide Line 34 by Line 35 | \$4,057,677 |
| 37. 2013 total taxable value. Enter the amount on Line 19. | \$1,459,456,495 |
| 38. 2013 debt tax rate. Divide Line 36 by Line 37 and multiply by \$100. | \$0.2780/\$100 |
| 39. 2013 rollback tax rate. Add Lines 31 and 38. | \$0.6580/\$100 |
| 40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2013 county rollback tax rate. | |

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.

2013 Additional Sales Tax Rate Worksheet City of Kyle

Date: 07/30/2013

| | |
|--|-----------------|
| 41. Taxable Sales. For taxing units that adopted the sales tax in November 2012 or May 2013, enter the Comptroller's estimate of taxable sales for the previous four quarters. Taxing units that adopted the sales tax before November 2012, skip this line. | \$0 |
| 42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. Taxing units that adopted the sales tax in November 2012 or in May 2013. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. - or - Taxing units that adopted the sales tax before November 2012. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95. | \$1,168,295 |
| 43. 2013 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet. | \$1,459,456,495 |
| 44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100. | \$0.0801/\$100 |
| 45. 2013 effective tax rate, unadjusted for sales tax. Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet. | \$0.5214/\$100 |
| 46. 2013 effective tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2012 or in May 2013. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2012. | \$0.5214/\$100 |
| 47. 2013 rollback tax rate, unadjusted for sales tax. Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet. | \$0.6580/\$100 |
| 48. 2013 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47. | \$0.5779/\$100 |



City of Kyle, Texas
Notice of City Council Budget Meetings and Public Hearings
Proposed Operating and Capital Budget
For Fiscal Year 2013-14

The Kyle City Council is scheduled to conduct Budget Meetings and Public Hearings on the City Manager's Proposed Operating and Capital Budget for Fiscal Year 2013-14 including property tax rate, water/wastewater service rates, and other fees/charges for various City services.

The City Manager will present the Proposed Operating and Capital Budget for Fiscal Year 2013-14 to the City Council on Thursday, August 1, 2013 at 7:00 p.m., at the Kyle City Hall, 100 West Center Street, Kyle, Texas.

The Proposed Operating and Capital Budget for Fiscal Year 2013-14 is a complete financial plan for all City Funds, programs, services, operations, and activities for the period covering October 1, 2013 through September 30, 2014. The Proposed Operating and Capital Budget for Fiscal Year 2013-14 for all City expenditures totals approximately \$45.1 million including approximately \$14.5 million for the City's General Fund. The Proposed Operating and Capital Budget for Fiscal Year 2013-14 will require raising more revenue from property tax, water/wastewater service rates, and other fees/charges than in the previous year.

The City Council is scheduled to hold Public Hearings as part of the Budget Meetings (special called and regular meetings) on the Proposed Operating and Capital Budget for Fiscal Year 2013-14 including property tax rate, water/wastewater service rates, and other fees/charges for various City services at the Kyle City Hall, 100 West Center Street, Kyle, Texas, at 7:00 p.m., on the following dates:

- Budget Meeting #1: Thursday, August 1, 2013, at 7:00 p.m.
- Budget Meeting #2: Wednesday, August 7, 2013, at 7:00 p.m.
- Budget Meeting #3: Wednesday, August 14, 2013, at 7:00 p.m.
- Budget Meeting #4: Wednesday, August 21, 2013, at 7:00 p.m.
- Budget Meeting #5: Tuesday, August 27, 2013, at 7:00 p.m.
- Budget Meeting #6: Tuesday, September 3, 2013, at 7:00 p.m. (1st Reading)
- Budget Meeting #7: Wednesday, September 4, 2013, at 7:00 p.m. (2nd Reading)

All Kyle residents and interested persons are invited to attend the Budget Meetings and Public Hearings and to provide their comments to the City Council. An electronic copy of the Proposed Operating and Capital Budget for Fiscal Year 2013-14 will be available on the City's website beginning August 2, 2013. A printed copy of the proposed budget will also be available for public inspection beginning August 2, 2013 during business hours Monday through Thursday from 7:30 a.m. to 5:30 p.m. and from 7:30 a.m. to 11:30 a.m. on Friday (except on a City holiday) at the Kyle City Hall, 100 West Center Street, Kyle, Texas.

Perwez A. Moheet, CPA
 Director of Finance
 City of Kyle, Texas

Item # 3

\$151 million Hays County budget

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FY2014 has been shrunken down about \$16 million from the present \$167 million FY2013 budget. The tax rate, which will remain the same in FY2014 - 46.90 cents - was lowered one-hundredth of a cent in FY2013, from the 46.91 cents rate in FY2012.

"Our goal is to do the best job we can to provide the services and programs that our residents need and expect - from law enforcement and

health care to parks, roads and development, which are just some of the areas the county is charged with funding and administering," Cobb said.

Hays County commissioners agreed to hear discussion from elected officials, department heads and non-profit organizations at their Aug. 6 and Aug. 13 meetings regarding their proposed operating budgets for FY2014.

Each year, as part of the

budget planning cycle, the county judge formulates a recommended budget, which is used as the basis for determining the funding level for the county's services and programs.

The county's fiscal year runs from Oct. 1 through Sept. 30 of each year. The county's proposed FY2014 budget can be viewed on the county's website under the financial transparency tab.

2013 Property Tax Rates in City of Kyle

This notice concerns the 2013 property tax rates for City of Kyle. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

| | |
|-----------------------------|-----------------|
| Last year's operating taxes | \$3,974,830 |
| Last year's debt taxes | \$3,736,604 |
| Last year's total taxes | \$7,711,434 |
| Last year's tax base | \$1,470,525,172 |
| Last year's total tax rate | \$0.5244/\$100 |

This year's effective tax rate:

| | |
|---|-----------------|
| Last year's adjusted taxes (after subtracting taxes on lost property) | \$7,329,968 |
| + This year's adjusted tax base (after subtracting value of new property) | \$1,405,695,078 |
| =This year's effective tax rate (Maximum rate unless unit publishes notices and holds hearings.) | \$0.5214/\$100 |

This year's rollback tax rate:

| | |
|--|-----------------|
| Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures) | \$4,946,424 |
| + This year's adjusted tax base | \$1,405,695,078 |
| =This year's effective operating rate | \$0.3519/\$100 |
| x 1.08=this year's maximum operating rate | \$0.3800/\$100 |
| + This year's debt rate | \$0.2780/\$100 |
| = This year's total rollback rate | \$0.6580/\$100 |
| -Sales tax adjustment rate | \$0.0801/\$100 |
| =Rollback tax rate | \$0.5779/\$100 |

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Statement of Increase/Decrease

If City of Kyle adopts a 2013 tax rate equal to the effective tax rate of \$0.5214 per \$100 of value, taxes would decrease compared to 2012 taxes by \$-101,828

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

| Type of Property Tax Fund | Balance |
|---------------------------|-----------|
| General Fund | 6,062,088 |
| Interest & Sinking Fund | 598,700 |
| | 0 |
| | 0 |

Schedule B - 2013 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

| Description of Debt | Principal or Contract Payment to be Paid from Property Taxes | Interest to be Paid from Property Taxes | Other Amounts to be Paid | Total Payment |
|---|--|---|--------------------------|--------------------|
| Combination Tax & Certificate of Obligations, Series 2007 | 0 | 273,000 | 0 | 273,000 |
| Combination Tax & Certificate of Obligations, Series 2008 | 501,963 | 761,642 | 0 | 1,263,605 |
| Limited Tax Notes, Series 2009 | 523,066 | 43,984 | 0 | 567,050 |
| General Obligations Refunding Bonds, Series 2009 | 539,418 | 883,387 | 0 | 1,422,805 |
| Combination Tax & Certificate of Obligations, Series 2010 | 170,000 | 141,073 | 0 | 311,073 |
| General Obligations Refunding Bonds, Series 2011 | 270,000 | 90,478 | 0 | 360,478 |
| General Obligations Refunding Bonds, Series 2013 | 0 | 65,710 | 0 | 65,710 |
| General Obligations Bonds, Series 2013 | 215,000 | 177,656 | 0 | 392,656 |
| Total required for 2013 debt service | | | | \$4,656,377 |
| - Amount (if any) paid from Schedule A | | | | \$0 |
| - Amount (if any) paid from other resources | | | | \$598,700 |
| - Excess collections last year | | | | \$0 |
| = Total to be paid from taxes in 2013 | | | | \$4,057,677 |
| + Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2013 | | | | \$0 |
| = Total debt levy | | | | \$4,057,677 |

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$1,168,295 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 712 S. Stagecoach Trail, San Marcos, TX 78666.

Name of person preparing this notice: Luanne Caraway
 Title: Hays County Tax Assessor-Collector
 Date Prepared: 07/30/2013

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City of Kyle, Texas

Notice of Public Hearing on Tax Increase

The City of Kyle will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 5.15 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on August 21, 2013 at 7:00 PM at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640.

The second public hearing will be held on August 27, 2013 at 7:00 PM at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR: Mayor Lucy Johnson
 Mayor Pro Tem Samantha Bellows-LeMense, District 5
 Council Member Diane Hervol, District 1
 Council Member Becky Selbera, District 2
 Council Member Chad Benninghoff, District 3
 Council Member David Wilson, District 4
 Council Member Ray Bryant, District 6

AGAINST: None

PRESENT and not voting: None

ABSENT: None

The average taxable value of a residence homestead in City of Kyle last year was \$124,979. Based on last year's tax rate of \$0.5244 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$655.39.

The average taxable value of a residence homestead in City of Kyle this year is \$126,160. If the governing body adopts the effective tax rate for this year of \$0.5214 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$657.80.

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If the governing body adopts the proposed tax rate of \$0.5483 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$691.73.

CITY OF KYLE, TEXAS

NOTICE OF

TAX REVENUE INCREASE

The City of Kyle conducted public hearings on August 21, 2013 and August 27, 2013 on a proposal to increase the total tax revenues of the City of Kyle from properties on the tax roll in the preceding year by 5.15 percent.

The total tax revenue proposed to be raised last year at last year's tax rate of \$0.5244 for each \$100 of taxable value was \$7,711,434.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.5483 for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, is \$7,707,426.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.5483 for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is \$8,002,200.

The City Council of City of Kyle is scheduled to vote on the tax rate that will result in that tax increase at a public meeting to be held at 7:00 p.m. on September 3, 2013 (1st Reading of Ordinance) and at 7:00 p.m. on September 4, 2013 (2nd Reading of Ordinance) at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640.