

# AGENDA

## Call to Order:

### REGULAR MEETING/PUBLIC HEARING BUDGET ADOPTION

of the Tiki Island City Council on Tuesday August 20, 2024 at 6:00 p.m. in the Public Safety Building

Roll Call: Teltschick, Neblett, Hailey, Cunningham, Scott, Walker

1. Pledge of Allegiance.
2. Citizens Comments on Agenda Items Only. (Must be signed-in on sign-up sheet, limited to 2 minutes).
3. PUBLIC HEARING ON ADOPTING THE 2024-2025 PROPOSED BUDGET

*(The public hearing will be held specifically for the 2024-2025 Proposed Budget)*

4. Close Public Hearing on Proposed Budget.

#### DISCUSSION AND ACTION ITEMS

5. Discuss and take action on Ordinance 08-24-01 approving and adopting the Village budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

#### VOTE:

Neblett-  
Hailey-  
Cunningham-

Scott--  
Walker-

6. Discuss and take action to ratify the property tax increase contained in the adopted budget.
7. Announce Public Hearing to adopt 2024 tax rate on September 17, 2024 at 6:00 p.m.

#### General Business and Action Items:

- A. Discuss and possible action to approve one of two quotes from Semper Striping for striping Tiki Dr. One quote for removal and restriping for 10,850.20, the other quote for removal, restriping and installation of pavement reflectors for 19,207.20. We reached out to three striping companies for quotes but only received quotes from one company.
- B. Discuss and possible action to approve request for a variance to build pool house over front build line.
- C. Discuss and possible action to consider amending existing Noise Ordinance by utilization of a decimeter for more effective enforcement.

**D. Discuss and possible action to approve amending Ordinance 08-24-02 modifying Chapter 40, Article I, modifying Section 40-7 “Obstructing pedestrian lane on Tiki Dr. by designating it as a No Parking zone when so signed.**

**E. Discuss and possible action to approve amending Ordinance 08-24-03 deleting references to local animal control and add reference to an inter-local agreement between the Village and Galveston County Health District Animal Resource Center.**

**F. Discuss and possible action to modify parking restrictions in designated areas, discuss towing of vehicles unlawfully parked, and set unlawful parking fine.**

**G. Discuss and possible action to approve quote from Mays Recreation to replace and install the 20x20 Playshade structure for the Playground in the amount of \$13,620.85.**

**H. Discuss and possible action on bid to repair road at 442 and 447 Amanda Cir., 442 Jeanie Lynn, and 403 Westerly from Martinez Construction in the amount of \$21,977 labor and materials. Quotes were requested from two companies however only one responded.**

**CITIZENS COMMENTS:**

**A. EXECUTIVE SESSION:**

**An Executive session, closed to the public under section 551.071 of the Texas Government Code to consult with its attorney to seek the attorney's advice with respect to pending litigation:**

**Atkins North America**

**Elevators of Texas**

**After the closed meeting, council may take action in the open meeting on the items deliberated in the closed meeting.**

**Re-Convene Regular Meeting**

**B. Consider and take possible action on attorney’s recommendations.**

**8. Citizens Comments: (Please state your name, comments limited to two minutes)**

**9. ADJOURNMENT:**

**I hereby certify that this Agenda was posted at the School Bus Shelter (Paradise and Tiki Dr.), on the Bulletin Board in the Public Safety Building (747 Tiki Dr.) and on the website, [www.villageoftikiisland.org](http://www.villageoftikiisland.org) on August 16, 2024 before 6:00 p.m.**

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**Brandee Lawther, City Secretary**

# MINUTES

## REGULAR MEETING/BUDGET WORKSHOP

of the Tiki Island City Council on Tuesday July 16, 2024 at 6:00 p.m. in the Public Safety Building

Roll Call Present: Teltschick, Neblett, Hailey, Scott, Walker

Absent: Cunningham

1. Mayor Teltschick led the Pledge of Allegiance
2. Citizens Comments on Agenda Items Only.
3. Consent Agenda:
  - a. \*Approval of the minutes of the June 18, 2024 Regular Meeting/Budget Workshop.
  - b. \*Secretary/Treasurer's report, payment of bills for June 2024.
  - c. \*Investment Officer's Report for June 2024.

Motion to approve made by Alderman Neblett and seconded by Alderman Hailey, motion passed.

### MAYOR & ALDERMEN REPORTS:

Reports are limited to items of "community interest" as defined by Texas Local Government Code Sec. 551.0415. No action will be taken.

4. Mayor's Report: Mayor Teltschick reported that the debris clean up land side is almost completed we are still moving dumpsters in and out so if you still have debris you may utilize the dumpsters at the PSB.

### 5. Alderman's Report:

A. Neblett-Alderman Neblett stated that the street and stops signs that were damaged by Hurricane Beryl will be getting addressed soon.

B. Cunningham-Absent

C. Hailey-Alderman Hailey reported that canal clean up will begin this week. The plan will be to scout ahead of the barge to report which canals have debris in order to save time. If you have canal debris please let us know. Speaking with Chief Sustaita there are increasing reports of noise complaints, and he would like to see that we amend our Noise Ordinance so that it requires a determined decibel level instead of the using "unreasonable" as a unit of measure. Also, he would like to address the current No Parking more than 24 Hours signage.

D. Scott-Alderman Scott thanked the GCFWSD #6 for their hard work during the days of the power outage by managing to keep the water running without having boil. He also thanked the Board of Alderman, the Emergency Management Coordinator and all those who volunteered in response to Hurricane Beryl.

E. Walker-Alderman Walker stated that all communications relayed to the public were coordinated through the Communications Committee. This is done in order to assure that every communicated message is consistent in information.

### 6. Reports and Presentations:

A. Fire Department-In packet

B. Police Report-presented by Chief Sustaita

C. Building Inspectors Report-presented by Darrell Hunter

D. Ordinance Review Committee Report-No report

E. Emergency Management Report-Presented by Officer Bergen

**MINUTES**  
**SPECIAL MEETING TAX RATE**  
**PROPOSAL**

of the Tiki Island City Council on Tuesday July 30, 2024 at 6:00 p.m. in the Public Safety Building

Roll Call Present: Teltschick, Hailey, Cunningham, Scott, Walker  
Absent: Neblett

1. Mayor Teltschick led the Pledge of Allegiance.

2. Citizens Comments:

3. General Business and Action Items:

A. Discuss and take action to propose the property tax rate of .151480 for Debt Service.

VOTE:

Neblett-Absent No Vote

Hailey-For

Cunningham-For

Scott-For

Walker-For

B. Discuss and take action to propose the property tax rate of .263796 for Maintenance and Operation.

VOTE:

Neblett-Absent No Vote

Hailey-For

Cunningham-For

Scott-For

Walker-For

4. Announce August 20, 2024 Regular Meeting date to adopt 2024-2025 Budget.

5. Discuss and possible award for Disaster Debris Removal Firm.

Alderman Scott explained the committee evaluated each proposal based on the required criteria and stated that the committee has scored DRC the highest evaluation. Alderwoman Walker motioned to award contract to DRC, Alderman Cunningham seconded. Motion unanimous.

6. Discuss and possible award for Disaster Debris Monitoring Firm.

Alderman Scott explained the committee evaluated each proposal based on the required criteria and stated that the committee has scored Debris Tech LLC the highest evaluation. Alderman Scott motioned to award contract to Debris Tech LLC, Alderman Hailey seconded. Motion unanimous

7. Discuss and take possible action to approve Darrell Hunter's removal from group insurance so he can join Medicare and paying his Medicare premium estimated to be around \$500.00 per month vs. the monthly health insurance premium of 2,049.86 (currently) per month, effective October 1, 2024.

Motion to approve by Alderwoman Walker and seconded by Alderman Scott, motion unanimous.

8. Consider and possible action to apply for FEMA disaster relief funds for the damaged breakwater.

Motion to approve made by Alderwoman Walker and seconded by Alderman Scott, motion unanimous.

9. Citizens Comments: (Please state your name, comments limited to two minutes)

10. ADJOURNMENT: Motion to adjourn was made by Alderman Scott and seconded by Alderwoman Walker. Meeting adjourned at 6:31 p.m.

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Vernon "Goldie" Teltschick, Mayor

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Brandee Lawther, City Secretary

Amended 7-26-24 and posted 7-26-24 before 6:00 p.m.

July 16, 2024  
Regular Meeting

**F. Animal Control Report-In packet**

**7. General Business and Action Items:**

**A. EXECUTIVE SESSION:**

An Executive session, closed to the public under section 551.071 of the Texas Government Code to consult with its attorney to seek the attorney's advice with respect to pending litigation:

Atkins North America

After the closed meeting, council may take action in the open meeting on the items deliberated in the closed meeting.

Re-Convene Regular Meeting

**B. Consider and take possible action on attorney's recommendations.**

No action taken.

**BUDGET WORKSHOP**

**A. Discuss Budget change from last meeting.**

**B. Discuss adding scheduling another day for a special meeting with a Super Quorum to propose a tax rate as at the time of agenda posting we had not yet received our tax rate calculations or certified rolls.**

Alderman Scott stated that there are no significant changes to the budget since the last meeting. The tax rate will decrease from last year's rate.

**9. Citizens Comments: (Please state your name, comments limited to two minutes).**

Warren Clark commended the Board for their communication before, during and after Hurricane Beryl and thanked the Mayor for the shrimp boil. Mayor Teltschick stated that he was not responsible for the shrimp boil rather Scott Gordon of the Cole Gordon Helping Hands Foundation was responsible for the shrimp boil. Mr. Gordon contacted the Mayor and asked to hold the boil for the Tiki Island residents. Mayor Teltschick also wanted to thank the Board of Alderman for their communication and response during Hurricane Beryl, he let the community know that their current Board is a very great Board.

**10. ADJOURNMENT: Motion to adjourn at 6:58 p.m.**

July 16, 2024  
Regular Meeting

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**Brandee Lawther, City Secretary**

# The Village of Tiki Island

802 Tiki Drive  
Tiki Island, Texas

## INVESTMENT REPORT JULY 2024

### Our balances in our accounts as of July 31, 2024 are:

|                        |               |                        |
|------------------------|---------------|------------------------|
| The Depository account | TFB-Galveston | \$ 115,776.19          |
| General Checking       | TFB-Galveston | \$ 172,410.36          |
| TEX-POOL Savings       |               | \$ 258,863.51          |
| I&S Account            | TFB-Galveston | \$ 78,535.03           |
| 2022 C.O. Account      | TFB-Galveston | \$ 645,966.08          |
| CIP Account            | TFB-Galveston | \$ 10,108.08           |
| LOGIC                  |               | <u>\$ 4,780,676.58</u> |
|                        |               | \$ 6,062,335.83        |

### For July 2024:

We received two (2) property tax deposits from Galveston County for a total of \$32,857.00.

We received one (1) Franchise Fee deposit for a total of \$6,457.84.

We received one (1) Sales Tax deposit for a total of \$13,480.73.

We received no Hotel Tax deposits.

Our total interest earned in all accounts for the month of July 2024 is \$23,744.31.

This report and all investments are in compliance with the Village of Tiki Island's investment strategies set forth in the Investment Policy as well as relevant provisions of the Public Funds Investments Act.

Brandee Lawther  
Investment Officer

**JULY EXPENSES**

| Ref No. | Date       | Payee                                  | Payment   | Type    | Account                             |
|---------|------------|--|-----------|---------|-------------------------------------|
| 9811    | 07/02/2024 | A & M WETLAND CONSULTING SERVICES, LLC | 3,250.00  | Check   | DELIENATION STUDY                   |
| 9812    | 07/02/2024 | A to Z Fence                           | 525.00    | Check   | 3212.6 REPAIR TENNIS COURT          |
| 9813    | 07/02/2024 | ALWAYS SAFETY & 1ST AID INC.           | 108.41    | Check   | 3508 POLICE MISCELLANEOUS           |
| 9814    | 07/02/2024 | EFFREN WILLIAMS                        | 270.00    | Check   | 3118 CONTRACT LABOR                 |
| 9815    | 07/02/2024 | Freddie Carmichael                     | 450.00    | Check   | 3311 CONTRACT BUILDING INSPECTOR    |
| 9816    | 07/02/2024 | GALVESTON BAY OUTDOOR ENTERPRISES      | 220.00    | Check   | 3116 MAINTENANCE PUBLIC SAFETY BLDG |
| 9817    | 07/02/2024 | GCFWSD #6                              | 296.08    | Check   | RENT/UTILITIES                      |
| 9818    | 07/02/2024 | Hudson Energy Services, LLC            | 785.44    | Check   | ELECTRICITY                         |
| 9819    | 07/02/2024 | QUILL                                  | 356.14    | Check   | OFFICE SUPPLY                       |
| 9820    | 07/02/2024 | Whitley Penn LLP                       | 18,000.00 | Check   | 3302.1 AUDIT - ANNUAL               |
| 9821    | 07/02/2024 | WRIGHT FLOOD                           | 20,401.00 | Check   | INSURANCE                           |
| ACH     | 07/02/2024 | TMRS                                   | 4,607.33  | Expense | RETIREMENT                          |
| DEBIT   | 07/02/2024 | ALLIED VIRTUAL OFFICE ASST.            | 187.20    | Expense | P.D. E-MAIL                         |
| ACH     | 07/04/2024 | COMCAST-CITY HALL                      | 398.10    | Expense |                                     |
| ACH     | 07/08/2024 | ATT-WIRELESS                           | 264.12    | Expense |                                     |
| ACH     | 07/09/2024 | VALERO WEX BANK                        | 1,277.18  | Expense | 3506 POLICE AUTO EXPENSE            |
| 9822    | 07/10/2024 | Cheryl Evans                           | 290.00    | Check   | CLEANING                            |
| DEBIT   | 07/10/2024 | DEBIT-TEXAS ROLL-OFF                   | 750.00    | Expense | 3605.2 HURRICANE BERYL 2024         |
| DEBIT   | 07/11/2024 | DEBIT-TEXAS ROLL-OFF                   | 750.00    | Expense | 3605.2 HURRICANE BERYL 2024         |

|       |            |                                    |          |         |   |
|-------|------------|------------------------------------|----------|---------|---|
| DEBIT | 07/11/2024 | DEBIT-TEXAS ROLL-OFF               | 750.00   | Expense | 3605.2 HURRICANE BERYL<br>2024          |
| DEBIT | 07/12/2024 | DEBIT-TEXAS ROLL-OFF               | 750.00   | Expense | 3605.2 HURRICANE BERYL<br>2024          |
| DEBIT | 07/12/2024 | DEBIT-TEXAS ROLL-OFF               | 774.99   | Expense | 3605.2 HURRICANE BERYL<br>2024          |
| DEBIT | 07/15/2024 | ADOBE                              | 21.64    | Expense | 3104 DUES &<br>SUBSCRIPTIONS            |
| DEBIT | 07/15/2024 | MVWORKS-IT LLC                     | 150.00   | Expense | SUBSCRIPTON RENEWAL                     |
| DEBIT | 07/15/2024 | DEBIT-TEXAS ROLL-OFF               | 750.00   | Expense | 3605.2 HURRICANE BERYL<br>2024          |
| DEBIT | 07/16/2024 | DEBIT-TEXAS ROLL-OFF               | 750.00   | Expense | 3605.2 HURRICANE BERYL<br>2024          |
| DEBIT | 07/16/2024 | DEBIT-HERCULES<br>DUMPSTER         | 527.27   | Expense | 3605.2 HURRICANE BERYL<br>2024          |
| DEBIT | 07/17/2024 | DEBIT                              | 25.72    | Expense | 3100 TIKI DREDGING<br>PROJECT 2020-2021 |
| DEBIT | 07/17/2024 | DEBIT-HERCULES<br>DUMPSTER         | 527.27   | Expense | 3605.2 HURRICANE BERYL<br>2024          |
| ACH   | 07/17/2024 | SHELL-WEX BANK                     | 250.57   | Expense | 3506 POLICE AUTO<br>EXPENSE             |
| ACH   | 07/17/2024 | COMCAST-P.D.                       | 415.26   | Expense |   |
| 9823  | 07/18/2024 | Bevis Pest Control                 | 3,375.00 | Check   | MOSQUITO SPRAYING                       |
| 9824  | 07/18/2024 | Bruce Wise                         | 511.69   | Check   | LANDSCAPE                               |
| 9825  | 07/18/2024 | CIVICPLUS                          | 5.00     | Check   | 3308 ORD CODIFICATION                   |
| 9826  | 07/18/2024 | COUNTY OF GALVESTON                | 4,294.72 | Check   | 3204 ELECTION                           |
| 9827  | 07/18/2024 | EFFREN WILLIAMS                    | 270.00   | Check   | 3118 CONTRACT LABOR                     |
| 9828  | 07/18/2024 | Hudson Energy Services, LLC        | 2,266.71 | Check   | STREET LIGHTS                           |
| 9829  | 07/18/2024 | Jimmy Garner                       | 1,400.00 | Check   | CANAL MAINTENANCE                       |
| 9830  | 07/18/2024 | MVWORKS-IT LLC                     | 825.00   | Check   | I.T.                                    |
| 9831  | 07/18/2024 | Olson & Olson LLP                  | 2,137.50 | Check   | 3303 ATTORNEY - VILLAGE                 |
| 9832  | 07/18/2024 | OMNI BASE SERVICES OF<br>TEXAS, LP | 224.00   | Check   | STATE WARRANT FEES                      |

|       |            |                                       |           |             |                                |
|-------|------------|---------------------------------------|-----------|-------------|--------------------------------|
| 9835  | 07/18/2024 | LAC SERVICES, LLC                     | 37,156.32 | Check       | WINDWARD WAY ROAD<br>WORK      |
| 9836  | 07/18/2024 | DAVID GONZALEZ                        | 2,250.00  | Check       | DUMPSTERS                      |
| 9837  | 07/18/2024 | GALVESTON BAY OUTDOOR<br>ENTERPRISES  | 4,974.23  | Check       | 3605.2 HURRICANE BERYL<br>2024 |
| ACH   | 07/18/2024 | TX TWC                                | 6.20      | Tax Payment |                                |
| 9838  | 07/19/2024 | DAVID GONZALEZ                        | 1,500.00  | Check       | DUMPSTERS                      |
| 9839  | 07/23/2024 | Bruce Wise                            | 10,603.00 | Check       | HURRICANE BERYL CLEAN-<br>UP   |
| 9840  | 07/23/2024 | Cheryl Evans                          | 290.00    | Check       | JANITORIAL                     |
| 9841  | 07/23/2024 | Classic Ford                          | 46.38     | Check       | POLICE AUTO EXPENSE            |
| 9842  | 07/23/2024 | GCHD                                  | 10,584.50 | Check       | AMBULANCE/ANIMAL<br>CONTROL    |
| 9844  | 07/23/2024 | Jimmy Garner                          | 2,875.00  | Check       | CANAL MAINTENANCE              |
| 9845  | 07/23/2024 | DAVID GONZALEZ                        | 750.00    | Check       | DUMPSTERS                      |
| 9846  | 07/23/2024 | QUILL                                 | 17.78     | Check       | OFFICE SUPPLY                  |
| 9847  | 07/23/2024 | SMART OFFICE<br>AUTOMATION            | 309.38    | Check       | OFFICE EQUIPMENT MAINT.        |
| 9848  | 07/23/2024 | SPOK, INC.                            | 22.84     | Check       | 3603.1 PD EQUIPMENT            |
| 9849  | 07/23/2024 | The Ray Tax Group                     | 5,500.00  | Check       | 3302 ACCOUNTING                |
| 9850  | 07/23/2024 | Ethan Baker                           | 350.00    | Check       | 3402 COURT PROSECUTOR          |
| 9851  | 07/23/2024 | DBA The Law Office of James<br>Tittle | 400.00    | Check       | 3401 COURT JUDGE               |
| 9852  | 07/25/2024 | DRIFTWOOD MARINE<br>CONSTRUCTION      | 10,500.00 | Check       | CANAL CLEAN UP                 |
| 9853  | 07/25/2024 | BANK OF NEW YORK<br>MELLON            | 1,125.00  | Check       | 2016 C.O.                      |
| 9854  | 07/29/2024 | SILSBEE FORD, INC.                    | 48,763.00 | Check       | 3604 POLICE CAR RESERVE        |
| DEBIT | 07/30/2024 | UNITED AIRLINES                       | 722.45    | Expense     | EMC CLASS BALTIMORE, MD        |
| DEBIT | 07/30/2024 | USPS                                  | 9.85      | Expense     | PRIORITY MAIL                  |

|       |            |                            |           |         |                        |
|-------|------------|----------------------------|-----------|---------|------------------------|
| DEBIT | 07/31/2024 | USPS                       | 219.00    | Expense | STAMPS                 |
| DEBIT | 07/31/2024 | GULFSIDE OVERHEAD<br>DOOR  | 446.25    | Expense | PSB                    |
| ACH   | 07/31/2024 | TEXAS STATE<br>COMPTROLLER | 169.15    | Expense | 1498 STATE COURT COSTS |
| ACH   | 07/31/2024 | TEXAS STATE<br>COMPTROLLER | 3,681.60  | Expense | 1498 STATE COURT COSTS |
|       |            | PAYROLL/TAX/RETIREMENT     | 56,068.08 |         |                        |

**JULY  
TOTAL:**

**273,528.35**

|      |           |                     |          |              |
|------|-----------|---------------------|----------|--------------|
| 9833 | 7/18/2024 | SOUTHERN CHARM POOL | 1,500.00 | BOND RELEASE |
| 9843 | 7/23/2024 | G.C.S.I.            | 1,500.00 | BOND RELEASE |

## Tiki Island Fire Department Monthly Report

Jul-24

### Personnel Roster:

| ID # | Name             | Rank           | Status | Vol. | Paid | Certifications |     | Resident |
|------|------------------|----------------|--------|------|------|----------------|-----|----------|
|      |                  |                |        |      |      | Fire           | EMS |          |
| 1701 | Jason Grimm      | Fire Chief/ FM | Active |      | ✓    | ✓              | ✓   |          |
| 1702 | Chris Martinez   | Asst Chief     | Active |      | ✓    | ✓              | ✓   |          |
| 1703 | Wendell Wiley    | Day Captain    | Active |      | ✓    | ✓              | ✓   |          |
| 1704 | Charles Barkmanr | Day Captain    | Active |      | ✓    | ✓              | ✓   |          |
| 1705 | Louis Diaz       | Lieutenant     | Active |      | ✓    | ✓              | ✓   |          |
| 1706 | S. Cunningham    | Asst Chief Vol | Active | ✓    |      | ✓              | ✓   | ✓        |
| 1707 | Vacant           | Firefighter    |        |      |      |                |     |          |
| 1708 | Vacant           | Firefighter    |        |      |      |                |     |          |
| 1709 | Vacant           | Firefighter    |        |      |      |                |     |          |
| 1710 | Vacant           | Firefighter    |        |      |      |                |     |          |
| 1711 | Vacant           | Firefighter    |        |      |      |                |     |          |
| 1712 | Vacant           | Firefighter    |        |      |      |                |     |          |
| 1713 | Jonathan Lee     | Firefighter    | Active |      | ✓    | ✓              | ✓   |          |
| 1714 | Charles Korb     | Lieutenant     | Active | ✓    |      | ✓              | ✓   | ✓        |
| 1715 | Helen Korb       | Firefighter    | Active | ✓    |      | ✓              |     | ✓        |
| 1716 | Tanner Gower     | Firefighter    | Active |      | ✓    | ✓              | ✓   |          |
| 1717 | Matthew Simons   | Firefighter    | Active |      | ✓    | ✓              | ✓   |          |
| 1718 | Matt Mixon       | Firefighter    | Active | ✓    |      |                |     | ✓        |
| 1719 | Tim Kelly        | Firefighter    | Active | ✓    |      | ✓              | ✓   | ✓        |
| 1720 | Vacant           | Firefighter    | Active |      |      |                |     |          |
| 1721 | Mat Wyatt        | Firefighter    | Active |      | ✓    | ✓              | ✓   |          |
| 1722 | A. Marcellus     | Firefighter    | Active |      | ✓    | ✓              | ✓   |          |
| 1723 | Justin Riedel    | Firefighter    | Active |      | ✓    | ✓              | ✓   |          |
| 1724 | Bryce Van Wagner | Firefighter    |        | ✓    |      |                |     |          |
| 1725 | Allan Smith      | Firefighter    | Active | ✓    |      | ✓              | ✓   | ✓        |
| 1726 | Vacant           |                |        |      |      |                |     |          |

### Resident Members

|   |                |                 |        |   |  |  |  |   |
|---|----------------|-----------------|--------|---|--|--|--|---|
| 1 | Allison Little | First Responder | Member | ✓ |  |  |  | ✓ |
| 2 | Pat Little     | Board Member    | Member |   |  |  |  | ✓ |
| 3 | Richard Schrag | Board Member    | Member |   |  |  |  | ✓ |
| 4 | Chuck Tylka    | Board Member    | Member |   |  |  |  | ✓ |
| 5 | R. Cunningham  | Resident Member | Member | ✓ |  |  |  | ✓ |
| 6 | Teri Smith     | Resident Member | Member | ✓ |  |  |  | ✓ |
| 7 | Karen Scott    | Board Member    | Member |   |  |  |  | ✓ |
| 8 |                |                 |        |   |  |  |  |   |

### Roster Changes:

| New | Applicant | Certifications | Vol. | Paid | Res. |  |
|-----|-----------|----------------|------|------|------|--|
|     |           |                |      |      |      |  |



## *The Village of Tiki Island*

*802 Tiki Drive, Tiki Island, Texas 77554*

### **BUILDING inspectors Report for July 2024**

#### **Presented at August 2024 meeting**

- 10 new homes currently under construction, 1 new house permit issued 1 new house plan review.
- Permits – 77 Issued 67 permits closed. 1 House demo permit issued.
  - Hurricane Beryl Came in July 8<sup>th</sup> Lots of clean up and site assessments. Lots of dock, roof and siding damage.
  - Noncompliance Ordinance Issues – Lots of trailers and boats in driveways for now.
  - Storm debris pick up by the city now over. Red Tag notices being issued for street debris. 1 red tag for unsafe structure issued, 19 site reviews 7 by complaint. Efforts continue for Ordinance violations for substandard and noncompliant conditions.
  - 1 Court Case – agreement with pending conditions.
  - Zoning change submitted.
  - LPG renewals completed 100%
  - Backflow valve certifications continue.
  - **Business as usual**
  - Ordinance reviews continue.
  - TICA Meetings and reviews continue - Steve Hoffman, Bill Robinson, Richard Fox and Ben Faulk as representatives.
  - Backflows certifications continue.
  - Business inspections continue.
  - Contractor Registration continues.
  - Golf cart Registrations and citizen passes continue.
- CAD reports and US Census reports – completed and returned
- CRS & ISO – Outreach projects and recertification activates continue year round. 2023 Received approval Letter for the major 5-year Recertification. Tiki Island maintained the Class 7. Received 100% on EC's Thank you Vickie

Submitted By: Darrell Hunter, Building Official, Inspector, Code Enforcement, CFM

**ORDINANCE NO. 08-24-01**

**AN ORDINANCE APPROVING AND ADOPTING THE VILLAGE OF TIKI ISLAND, TEXAS, BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; MAKING APPROPRIATIONS FOR THE VILLAGE FOR SUCH YEAR AS REFLECTED IN THE BUDGET; MAKING CERTAIN FINDINGS AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \* \*

WHEREAS, on the 23rd day of May 2024, the Mayor filed with the Village Secretary a proposed budget containing estimates of revenues for the year from all the various sources, together with estimated costs the Village anticipates incurring and the estimated amounts of all other proposed expenditures for the Village of Tiki Island for the fiscal year beginning on October 1, 2024 and ending on September 30, 2025 (the 2024-2025 fiscal year); and

WHEREAS, pursuant to a motion of the Board of Aldermen and after notice was published in the Galveston Daily News on August 10, 2024, as required by law, a public hearing on the budget was held at the regular meeting place of the Board of Aldermen at the Public Safety Building of the Village of Tiki Island , Texas, on the 20<sup>th</sup> day of August 2024, at which all citizens and taxpayers of the Village had the right to be present and to be heard and those who requested to be heard were heard; and

WHEREAS, the Board of Aldermen has considered the Mayor's proposed budget and the input from the public that it received during the public hearing and has made such changes to the proposed budget as in the Board of Aldermen's judgment were warranted by law and were in the best interest of the citizens and taxpayers of the Village; and

WHEREAS, a copy of the proposed budget, with the changes proposed by the Board of Aldermen, has been filed with the Village Secretary and the Board of Aldermen now desires to approve and adopt the budget. Now therefore,

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF VILLAGE OF TIKI ISLAND,  
TEXAS:**

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The Board of Aldermen hereby approves and adopts the budget that is attached to this Ordinance as Exhibit "A" as the Village's official budget for the Village's 2024-2025 fiscal year.

Section 3. The Board of Aldermen hereby approves the several sums specified for the several purposes named in the budget, and appropriates those funds to and for the purposes listed in the budget, provided however, that the Mayor is authorized to transfer funds to and from specific projects within Departmental Funds so long as the total revenues and expenditures of such Departmental Funds remain unchanged.

Section 4. The Village Secretary shall file a copy of this Ordinance and attached budget with the County Clerk of Galveston County, Texas, and shall maintain the original in the Village's official records and on the Village's official website as provided in sections 102.008 and 102.011 of the Texas Local Gov't Code.

This ordinance and the attached budget are PASSED, APPROVED, and ADOPTED on the following Roll Call vote on this 20th day of August, 2024:

|            |       |
|------------|-------|
| Neblett    | _____ |
| Hailey     | _____ |
| Cunningham | _____ |
| Scott      | _____ |
| Walker     | _____ |

\_\_\_\_\_  
Vernon "Goldie" Teltschick, Mayor

ATTEST:

\_\_\_\_\_  
Brandee Lawther  
Village Secretary

## 2023-2024

## PROPOSED BUDGET VILLAGE OF TIKI ISLAND

| REVENUES:                                | 2022-2023           | 2024-2025           |
|--|---------------------|---------------------|
| Taxes                                    |                     |                     |
| Property                                 | \$ 2,599,720        | 2,760,025           |
| Franchise                                | \$ 125,000          | 118,000             |
| Sales                                    | \$ 95,000           | 120,000             |
| Licenses & Permits                       | \$ 96,000           | 78,000              |
| Fines and Court                          | \$ 13,000           | 11,000              |
| Interest Income                          | \$ 75,000           | 85,000              |
| Donations                                | \$ 28,000           | 26,000              |
| Misc.                                    | \$ 17,800           | 18,800              |
| <b>TOTAL REVENUES</b>                    | <b>\$ 3,049,520</b> | <b>3,216,825</b>    |
| <br>                                     |                     |                     |
| <b>EXPENDITURES:</b>                     |                     |                     |
| General Government                       | \$ 173,075          | 204,090             |
| Administration                           | \$ 178,935          | 186,312             |
| Professional Services                    | \$ 136,500          | 162,000             |
| Public Safety                            |                     |                     |
| Law Enforcement                          | \$ 570,181          | 633,167             |
| Fire and Ambulance                       | \$ 61,000           | 72,107              |
| Inspection Dept.                         | \$ 216,227          | 217,913             |
| Municipal Court                          | \$ 6,500            | 7,600               |
| Park/ Public Safety Bldg./Common Area    | \$ 64,000           | 119,500             |
| Canal Maintenance                        | \$ 14,000           | 14,000              |
| 2016 Debt Service                        | \$ 226,946          | 228,054.50          |
| 2022 Debt Service                        | \$ 787,156          | 665,352             |
| Capital Outlays                          | \$ 490,000          | 490,000             |
| (Street, Elevator, O/H Doors, P.D. Unit) |                     |                     |
| Contingency                              | \$ 75,000           | 125,000             |
| <b>TOTAL EXPENDITURES:</b>               | <b>\$ 2,999,520</b> | <b>3,125,095.50</b> |
| <br>                                     |                     |                     |
| <b>Excess (deficiency)</b>               | <b>\$</b>           |                     |
| <b>Revenues over Expenditures</b>        | <b>\$ 50,000</b>    | <b>91,729.50</b>    |

# Quote

## Semper Striping, LLC.

15435 East Freeway STE D  
Channelview, TX 77530

Date: 8/14/2024

### Pavement Marking Services

Location: Tiki Island Dr from Jones Lake to Isles End Rd  
Village of Tiki Island

| Item. | Description  | UOM. | QTY.   | Unit Price   | Line Total          |
|-------|--|------|--------|--------------|---------------------|
|       | <b>Pavement Markings</b>   |      |        |              |                     |
|       | REFLECTORIZED PAVEMENT MARKINGS-TYPE I (8") (WHITE) (SOLID)                                | LF   | 200    | \$ 2.05      | \$ 410.00           |
|       | REFLECTORIZED PAVEMENT MARKINGS-TYPE I (4") (WHITE) (SOLID)                                | LF   | 15,560 | \$ 0.52      | \$ 8,091.20         |
|       | REFLECTORIZED PAVEMENT MARKINGS-TYPE I (4") (YELLOW) (SOLID)                               | LF   | 1,880  | \$ 0.55      | \$ 1,034.00         |
|       | REFLECTORIZED PAVEMENT MARKINGS-TYPE I (4") (YELLOW) (BROKEN)                              | LF   | 1,700  | \$ 0.55      | \$ 935.00           |
|       | REFLECTORIZED PAVEMENT MARRKINGS- TYPE I (W) (ARROW)                                       | EA   | 2      | \$ 190.00    | \$ 380.00           |
|       | REFLECTORIZED PAVEMENT MARKERS - TYPE II A-A   | EA   | 170    | \$ 5.25      | \$ 892.50           |
|       | ELIMINATE EXISTING 4 INCH  | LF   | 19,140 | \$ 0.24      | \$ 4,593.60         |
|       | PAVEMENT SEALER 4 INCH   | LF   | 19,140 | \$ 0.15      | \$ 2,871.00         |
|       |  |      |        | <b>Total</b> | <b>\$ 19,207.30</b> |
|       | *Quantities are estimates only and actual field measurements will determine final payment. |      |        |              |                     |
|       | *Any additional items not on quote will incur additional charges.                          |      |        |              |                     |
|       | *Quote is valid for 30 days after bid date.  |      |        |              |                     |
|       | *Estimate does not include performance bond or association dues.                           |      |        |              |                     |
|       | *Semper Striping requires 10 day notice before MOB.  |      |        |              |                     |
|       | *Please sign and return to execute.  |      |        |              |                     |

|              |                     |
|--------------|---------------------|
| Subtotal     | \$ 19,207.30        |
| Sales Tax    |                     |
| <b>Total</b> | <b>\$ 19,207.30</b> |

Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_

*This bid is respectfully submitted by: Nick Olivas*

# Quote

## Semper Striping, LLC.

15435 East Freeway STE D  
Channelview, TX 77530

Date: 8/14/2024

### Pavement Marking Services

Location: Tiki Island Dr from Jones Lake to Isles End Rd  
Village of Tiki Island

| Item. | Description  | UOM. | QTY.   | Unit Price   | Line Total          |
|-------|--|------|--------|--------------|---------------------|
|       | <b>Pavement Markings</b>   |      |        |              |                     |
|       | REFLECTORIZED PAVEMENT MARKINGS-TYPE I (8") (WHITE) (SOLID)                                | LF   | 200    | \$ 2.05      | \$ 410.00           |
|       | REFLECTORIZED PAVEMENT MARKINGS-TYPE I (4") (WHITE) (SOLID)                                | LF   | 15,560 | \$ 0.52      | \$ 8,091.20         |
|       | REFLECTORIZED PAVEMENT MARKINGS-TYPE I (4") (YELLOW) (SOLID)                               | LF   | 1,880  | \$ 0.55      | \$ 1,034.00         |
|       | REFLECTORIZED PAVEMENT MARKINGS-TYPE I (4") (YELLOW) (BROKEN)                              | LF   | 1,700  | \$ 0.55      | \$ 935.00           |
|       | REFLECTORIZED PAVEMENT MARKINGS- TYPE I (W) (ARROW)  | EA   | 2      | \$ 190.00    | \$ 380.00           |
|       | REFLECTORIZED PAVEMENT MARKERS - TYPE II A-A   | EA   | -      | \$ 5.25      | \$ -                |
|       | ELIMINATE EXISTING 4 INCH  | LF   | -      | \$ 0.24      | \$ -                |
|       | PAVEMENT SEALER 4 INCH   | LF   | -      | \$ 0.15      | \$ -                |
|       |  |      |        | <b>Total</b> | <b>\$ 10,850.20</b> |
|       | *Quantities are estimates only and actual field measurements will determine final payment. |      |        |              |                     |
|       | *Any additional items not on quote will incur additional charges.                          |      |        |              |                     |
|       | *Quote is valid for 30 days after bid date.  |      |        |              |                     |
|       | *Estimate does not include performance bond or association dues.                           |      |        |              |                     |
|       | *Semper Striping requires 10 day notice before MOB.  |      |        |              |                     |
|       | *Please sign and return to execute.  |      |        |              |                     |

Subtotal \$ 10,850.20  
Sales Tax  
Total \$ 10,850.20

Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_

*This bid is respectfully submitted by: Nick Olivas*



# Village of Tiki Island

Vernon "Goldie" Teltschick, Mayor  
Brandee Lawther; City Secretary  
Court Clerk  
Darrell Hunter; Building Inspector

## Requesting Placement on Agenda

The Village of Tiki Island City Council Meeting

**Sponsor:**  Goldie Teltschick  Hunter Neblett  
 Patty Walker  Steve Cunningham  Barry Hailey  Allan Scott

Name: Harold White, Jr. Date: \_\_\_\_\_  
(please print)

Tiki Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

- You must submit your request to the City Secretary, **five (5) working days before** the City Council Meeting.
- You must be present or have a representative on your behalf at the meeting.

Council Meetings: 3<sup>rd</sup> Tuesday of Each month

Time: 6:00 pm

Location: Charles Everts Public Safety Building, 747 Tiki Dr.

Please state your request and attach supporting documents, surveys, pictures, etc...

Variance to build Pool House to match  
Front of Existing House

Tiki Island Approval/Disapproval:

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date \_\_\_\_\_



TIKI ISLAND CIVIC ASSOCIATION

802 Tiki Drive  
Tiki Island, TX 77554  
[www.villageoftikiisland.org](http://www.villageoftikiisland.org)

ARCHITECTURAL CONTROL COMMITTEE (ACC)  
Application for Variance from Deed Restrictions

1. A Fee of \$100 is required for review by the ACC. Make checks payable to TICA.
2. Address of proposed construction for which the variance is requested  
Section 6 Vacant Lot # 120K Street Address 1342 Ostrigger
3. Describe the variance that is requested. Be specific. If more than one variance is requested, enumerate them on an attachment. See Att Drawing - Front Bldg.
4. Certification Signature  
I hereby certify that I have read and understand the recorded deed restrictions of the section stated above and the requirements attached hereto. I agree to abide by these restrictions and requirements of the ACC. I will abide by the building codes and ordinances of the Village of Tiki Island. I understand that no variance from the recorded deed restrictions or the requirements of the ACC will be allowed without prior approval by the ACC.

I also understand that if this variance is granted, it will apply only to the specific items listed in the approval. I will implement any approved variance exactly as approved by the ACC.

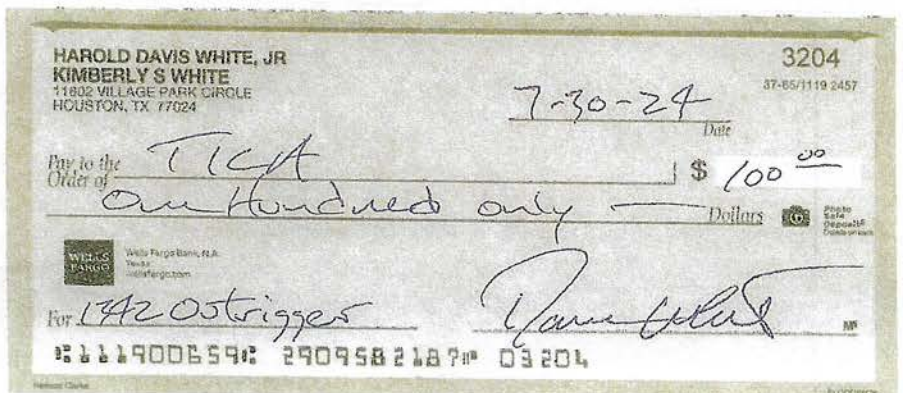
Signature of Property Owner: [Signature] Date: 7/29/24

Owner's mailing address: \_\_\_\_\_ Phone: \_\_\_\_\_

ACC Approval/Dissapproval  
 Chairman [Signature] Approved 12/15/24 Disapproved \_\_\_\_\_  
 Committee Member Benjamin T. Fausch Approved 8/5/24 Disapproved \_\_\_\_\_  
 Committee Member \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
 DATE \_\_\_\_\_

TICA

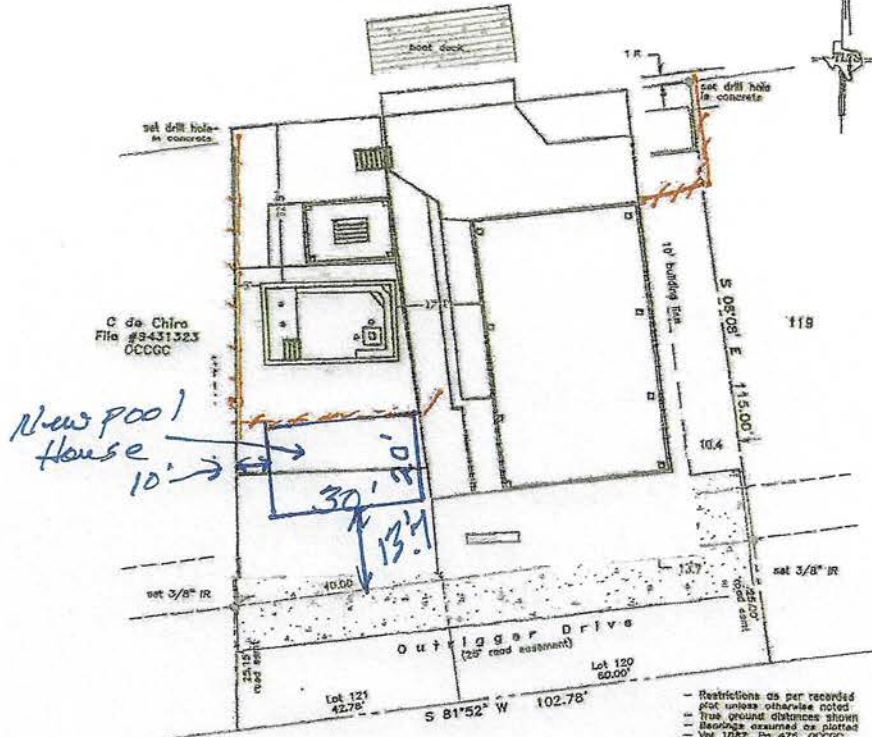
VR 2/7/2022





NATIONAL FLOOD INSURANCE PROGRAM  
 FEMA Zone AE  
 Community #485428  
 Map 4816700007G  
 August 15, 2019

James Bay  
 (State of Texas)  
 tidal water



Scale: 1" = 20'  
 0 5 10 15 20 25

NOTES:  
 NO RECORDS SEARCH CONTRACTED. SURVEY PREPARED FROM TITLE COMPANY SPECIFICATIONS. CLIENT RELIES SOLELY ON TITLE COMPANY SPECIFICATIONS AS TO RECORD ENCUMBRANCES, RESTRICTIONS, ROADWAYS, RIGHTS-OF-WAY, BULKING LINES, ENCUMBRANCES, ETC.; CLIENT AND TITLE COMPANY HOLD TLTS, INC. HARMLESS FROM RESPONSIBILITY FOR SAME.

Subject property: 1342 Outrigger Drive  
 Galveston County, Texas  
 This survey is certified for this transaction only and may only be relied on by Harold White, Kimberly White, Cornerstone Home Lending, Inc. and Stewart Title Co., CF #840401. This survey is only valid if print has original seal and signature of surveyor.  
 I hereby certify that this survey was made on the ground under my direct supervision and that this plat correctly represents the facts found at the time of the survey.

- Restrictions as per recorded plat unless otherwise noted
- True ground distances shown
- Bearings assumed as plotted
- Met 1242, Pg 476, OCCC
- 20' front building line (variance passed)
- 10' side building lines
- 10' street utility easement
- File #9723483, OCCC
- 133.0 foot front building line
- Survey monuments reconciled w/ numerous previous surveys



Laurence C. Roll  
 RPLS #4814  
 August 4, 2020

LAND TITLE SURVEY OF A TRACT OF LAND being Lot 120 and the East 1/2 of Lot 121, of TIKI ISLAND, SECTION 6, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 1616, Page 125 and transferred to Volume 9, Page 33, both of the Map Records of Galveston County, Texas.



TLTS, Inc.  
 TEXAS LAND TITLE SURVEYORS  
 1001 Moody Avenue  
 Galveston, Texas 77550  
 (409) 765-8883

The creation of any unreasonable, loud, disturbing or unnecessary noise in the Village constitutes a nuisance and is prohibited. Noises of such character, intensity, and duration that unreasonably annoys, disturbs, injures, endangers, causes discomfort or affects persons of ordinary sensibilities or to be detrimental to the life or health of any persons are prohibited during daytime hours of 7:00 a.m. and 10:00 p.m. and is strictly prohibited between the hours of 10:00 p.m. and 7:00 a.m. The following acts, among others, are declared to be loud, disturbing, and unnecessary noises in violation of this section and are considered a misdemeanor punishable by a fine in accordance with Section 1-13.

- (1) *Loudspeakers, amplifiers, stereo, radios, etc.* The use of any stationary loudspeaker, amplifier, stereo, or radio of such intensity that unreasonably annoys or disturbs the quiet, comfort or repose of persons in any dwelling, or other type of residence or the immediate vicinity outside the premises of the noise source.
- (2) *Reserved.*
- (3) *Animals, birds, etc.* The keeping of any animal or bird which by causing frequent or long-continued noise shall disturb the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.
- (4) *Horns, signaling devices, etc.* The continued or frequent sounding of any horn or signal device on any automobile, motorcycle, bus, or other vehicle except as a danger or warning signal; the creation by means of any such signal device of any unreasonably loud or harsh device for any unnecessary and unreasonable period of time.
- (5) *Defect in vehicle or loads.* The running of any automobile, motorcycle, or vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, jarring or rattling noise or vibrations.
- (6) *Steam whistles.* The blowing of any steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work, or as a warning of danger.
- (7) *Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or boat engine except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (8) *Mechanical devices operated by compressed air.* The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.
- (9) *Near schools, churches.* The creation of any excessive noise on any street adjacent to any school or institution of learning while the same is in session or adjacent to any church which unreasonably interferes with the workings of such institutions, providing conspicuous signs are displayed in such manner indicating that the same is a school or church street.
- (10) *Shouting, crying.* The raucous shouting and crying of peddlers, hawkers and vendors, which disturb the peace and quiet of the neighborhood.

**ORDINANCE 08-24-02**

**AN ORDINANCE OF THE VILLAGE OF TIKI ISLAND, TEXAS, AMENDING CHAPTER 40, ARTICLE I, MODIFYING SECTION 40-7 "OBSTRUCTING PEDESTRIAN LANE ON TIKI DRIVE" BY DESIGNATING IT AS A NO PARKING ZONE WHEN SO SIGNED, AND PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.**

**WHEREAS**, the Board of Aldermen finds that it is in the public interest to modify Chapter 40, Article I, "General", to add the last sentence to Section 40-7(d) to designate the pedestrian lane a no parking zone when so signed;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF TIKI ISLAND, TEXAS:**

**Section 1. Amendments.** Chapter 40, Article I of the Code of Ordinances is amended to read as shown in the attached Exhibit "A" with deletions being ~~struck~~ and additions shown underlined.

**Section 2. Publication and effective date.** This ordinance shall become effective immediately after publication in accordance with the requirements of state law.

**Section 3. Repeal.** This Ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or Village Code except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

**Section 4. Severability.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the Board of Aldermen that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the Board of Aldermen of the Village of Tiki Island, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED, APPROVED and ADOPTED this, the 20th day of August, 2024.**

**ATTEST:**

X

\_\_\_\_\_  
Brandee Lawther  
City Secretary

X

\_\_\_\_\_  
Vernon "Goldie" Teltschick  
Mayor

# EXHIBIT "A"

## ARTICLE I. IN GENERAL

### Sec. 40-1. Definitions.

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

*Bicycle* means every device propelled by human power upon which any person may ride, having two tandem wheels either of which is more than 20 inches in diameter.

*Commercial motor vehicle* has the same meaning as under V.T.C.A., Transportation Code § 621.101.

*Construction machinery* has the same meaning as under V.T.C.A., Transportation Code § 502.001, and includes, without limitation, cranes, pile drivers, motor graders, dozers, excavators, draglines, wheel loaders, concrete pumps, boom lifts and forklifts.

*Hiking* means walking.

*Jogging* means running, trotting, or alternately running and walking.

*Pedestrian* means any person afoot.

*Rollerblading* means to skate on any type of roller skates or street skates.

*Sidewalk* means that portion of a street between the curblineline or roadway and the adjacent property line designated for pedestrian use.

(Code 1994, § 10.1001; Ord. No. 08-22-01, § 1, 8-16-2022)

### Sec. 40-2. State rules of the road adopted.

To the extent applicable within the city, the Texas Rules of the Road, V.T.C.A., Transportation Code § 541.001 et seq., to the extent applicable within municipalities, are hereby adopted and made a part hereof as if fully set out herein.

(Code 1994, art. 10.100; Ord. No. 2-84-1, § 1, 2-14-1984)

State law reference(s)—General rule of uniformity of traffic laws, V.T.C.A., Transportation Code § 542.201; power of local authorities to regulate and enforce, V.T.C.A., Transportation Code § 542.202; limitations on local authority, V.T.C.A., Transportation Code § 542.203; limitations on municipalities, V.T.C.A., Transportation Code § 542.2035; powers related to intersections, V.T.C.A., Transportation Code § 542.204.

### Sec. 40-3. Obedience to traffic control officers.

No person shall willfully fail or refuse to comply with any lawful order, direction or signal (visual or audible) of any peace officer vested by law with authority to direct, control, or regulate traffic.

(Code 1994, § 10.801; Ord. No. 2-84-1, § 6A, 2-14-1984)

### Sec. 40-4. Fleeing from peace officer prohibited.

It is unlawful for any driver to flee or attempt to flee from a peace officer who orders, directs, or signals with all proper indicia (red light or siren) to stop such driver. The fact that a driver flees or attempts to flee from a peace

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officer who orders, directs, or signals with all proper indicia (red light or siren) to stop such driver and necessitates a high speed chase or pursuit along the public streets of the village shall be prima facie evidence that it was willfully done, and the fact a high speed chase or pursuit was necessitated to stop such driver shall be prima facie evidence that such driver was attempting to flee from such peace officer.

(Code 1994, § 10.802; Ord. No. 2-84-1, § 6B, 2-14-1984)

#### **Sec. 40-5. Negligent collision.**

- (a) If any driver or operator of a vehicle upon any public street or upon any drive in any public park, within the corporate limits of the village, shall willfully or with negligence, as is defined in the penal code of this state in the title and chapter on criminally negligent homicide, collide with or cause damage to any other vehicle of any kind whatsoever, or with any other property at any place within the corporate limits of the village, he shall be guilty of negligent collision, and upon conviction shall be punished as provided herein.
- (b) Proof of no intent on the part of any operator of any vehicle charged with an offense under this section to collide with any other vehicle or with any other property shall be no defense to any charge filed under the authority of such section.
- (c) Nothing contained in this section shall authorize the prosecution of any person for the violation of the same while such person is operating any fire department or police department vehicle of the village in the performance of his duty, provided, that it shall not be necessary in any complaint, action or proceeding under this section to negate this exception, but the same shall be proved by the defendant by way of defense.

(Code 1994, art. 10.400; Ord. No. 10-84-1, § 3, 10-9-1984)

#### **Sec. 40-6. School bus marking; duty of other drivers when bus is loading or unloading.**

- (a) Every bus used for the transportation of school children shall bear upon the front and rear thereon a plainly visible sign containing the words "school bus" in letters not less than eight inches in height. When a school bus is operated on a street or highway within the city limits for any purposes other than the actual transportation of children either to or from school, all markings thereon indicating "school bus" shall be covered.
- (b) The driver of a vehicle on any street within the city limits approaching a school bus from any direction receiving or discharging passengers shall bring such vehicle or motorcycle to a full stop, and the operator of such vehicle shall not start up or attempt to pass in any direction until the school bus vehicle has finished receiving or discharging its passengers.

(Code 1994, §§ 10.702, 10.703; Ord. No. 2-84-1, §§ 5B, 5C, 2-14-1984)

#### **Sec. 40-7. Obstructing pedestrian lane on Tiki Drive.**

- (a) The village has created a pedestrian lane on Tiki Drive for use by pedestrians, joggers, hikers, bicycle traffic and rollerblade traffic. The pedestrian lane, approximately six feet in width, begins at the entrance to the condominiums located at 400 Tiki Drive and continues along the south side of Tiki Drive to the intersection of Tiki Drive and Tamana/Paradise, and continues along the north side of Tiki Drive to the end of Tiki Drive at Isles End Road.
- (b) No person shall congregate on any public sidewalk, or any part of the designated pedestrian lane so as to obstruct same or inhibit the free flow of pedestrian traffic.

- 
- (c) No person shall block any sidewalk or designated pedestrian lane by obstructing the same so that it is impossible for a pedestrian to travel along the sidewalk without leaving the sidewalk and walking on adjacent property or on the street.
- (d) It is unlawful for any person to park a motor vehicle across or on a sidewalk, bicycle path or designated pedestrian lane. No motor vehicle, motorized bicycle, motor-driven cycle, or motorcycle may be operated on a sidewalk, bicycle path, or designated pedestrian lane. The pedestrian lane shall be designated a “no parking zone” when so signed.

(Code 1994, §§ 10.1002, 10.1003)

**Secs. 40-8—40-32. Reserved.**

**ORDINANCE 08-24-03**

**AN ORDINANCE OF THE VILLAGE OF TIKI ISLAND, TEXAS, AMENDING CHAPTER 4 "ANIMALS" OF THE CODE OF ORDINANCES TO ALIGN REGULATIONS WITH THE APPROVED INTER-LOCAL AGREEMENT WITH GALVESTON COUNTY HEALTH DISTRICT ANIMAL RESOURCES CENTER; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.**

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**WHEREAS**, the Board of Aldermen, of the Village of Tiki Island, Texas finds that it is in the public interest to modify Chapter 4 "Animals" to delete references to local animal control and add reference align regulations with the inter-local agreement between the "Village" and Galveston County Health District Animal Resources Center;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF TIKI ISLAND, TEXAS:**

**Section 1. Amendments.** Chapter 4 of the Code of Ordinances is amended to read as shown in the attached Exhibit "A" with deletions being ~~struck~~ and additions shown underlined.

**Section 2. Publication and effective date.** This ordinance shall become effective immediately after publication in accordance with the requirements of state law.

**Section 3. Repeal.** This Ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or Village Code except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

**Section 4. Severability.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the Board of Aldermen that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the Board of Aldermen of the Village of Tiki Island, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED, APPROVED and ADOPTED this, the 20<sup>th</sup> day of August, 2024.**

**ATTEST:**

X

Brandee Lawther  
City Secretary

X

Vernon "Goldie" Teltschick  
Mayor

## EXHIBIT "A"

### Chapter 4 ANIMALS<sup>1</sup>

#### ARTICLE I. IN GENERAL

##### Sec. 4-1. Scope; applicability.

Animal population, animal control, prohibition and exceptions for keeping wild or exotic animals, rabies vaccination, rabies eradication, licenses, permits, fees, revocation of permits or licenses, quarantining, impoundment and nuisances shall be regulated in accordance with this chapter. Animal sheltering services and animal field control services in the Village are regulated through an inter-local agreement with the Galveston County Health District Animal Resource Center, as may be amended from time to time. Information is available at [www.gchd.org](http://www.gchd.org).

(Code 1994, § 2.101; Ord. No. 12-88-3, § .001, 12-13-1988)

##### ~~Sec. 4-2. Purpose.~~

~~The primary function and intent of this chapter is protection of the health, safety and welfare of the people within the village by controlling the animal population and species and establishing uniform rules for the control and eradication of rabies.~~

~~(Code 1994, § 2.102; Ord. No. 12-88-3, § .002, 12-13-1988)~~

##### ~~Sec. 4-3. Definitions.~~

~~For the purpose of this chapter, the definitions as stated in the current or latest "rabies control and eradication" rules of the state department of health shall apply with the following exceptions or additions:~~

~~*Animal* means a warm or cold-blooded animal.~~

~~*Animal shelter* means any facility operated by the village or by the county health district, a humane society, municipal agency or any other governmental entity or its authorized agents for the purpose of impounding or caring for animals held under the authority of this article or state law.~~

~~*Confined or confinement* means confined within a building, house or structure or within a fenced yard or premises, so that the animal cannot escape from the building, house, structure or fenced yard or premises without human assistance.~~

~~*Dangerous dog* means a dog that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own or a dog that commits unprovoked acts in a place other~~

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<sup>1</sup>State law reference(s)—Local Public Health Reorganization Act, V.T.C.A., Health and Safety Code § 121.001 et seq.; treatment of animals, V.T.C.A., Health and Safety Code § 821.001 et seq.; dangerous dogs, V.T.C.A., Health and Safety Code § 822.001 et seq.; Rabies Control Act of 1981, V.T.C.A., Health and Safety Code § 826.001 et seq.; animal health, V.T.C.A., Occupations Code § 801.001 et seq.; cruelty to livestock animals, V.T.C.A., Penal Code § 42.09; livestock, V.T.C.A., Agriculture Code § 141.001 et seq.; registration of dogs and cats, V.T.C.A., Health and Safety Code § 826.031; protection of birds, nests, and eggs, V.T.C.A., Parks and Wildlife Code § 64.002 et seq.; vaccination of dogs and cats, V.T.C.A., Health and Safety Code § 826.021; restraint of dogs and cats; impoundment, V.T.C.A., Health and Safety Code § 826.033; quarantine of animals, V.T.C.A., Health and Safety Code § 826.042 et seq.

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than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause bodily injury to that person.

*Enclosure* means a house or a building, or in the case of a fence or a structure or pen, the fence or structure or pen must be at least six feet in height. The structure or pen must also have minimum dimensions of five feet by ten feet. The fence or structure or pen must form an enclosure suitable to prevent entry of young children, and must be locked and secured such that a dog cannot climb, dig, jump or otherwise escape of its own volition. The enclosure shall be securely locked at all times. The structure or pen must have secure sides to prevent the vicious dog from escaping from the enclosure. The structure or pen shall provide protection from the elements for the vicious dog. The police chief shall have the right to require that the fence be higher than six feet or require a secure top or a secure bottom be added to the structure or pen if the need is demonstrated. This additional requirement shall be based upon the type of dog to be kept in the enclosure and its anticipated ability to escape.

*Exotic animal* means the same as wild animal.

*High risk animals* include skunks, bats, foxes and raccoons.

*Licensing authority* means the village police chief, members of the village police department and their designees.

*Low risk animals* means all animals of the orders marsupialia, insectivora rodentia, lagomorpha and xenartha.

*Owner* means any person owning, keeping or harboring one or more animals. An animal shall be deemed to be harbored if it is fed, sheltered or allowed or permitted to remain on a person's property or property under control of the person for three or more days without the person notifying the office of the police chief. If the owner or keeper of an animal is a minor, the parent or guardian of that minor shall be responsible for compliance with the specifications of this chapter.

*Police chief* means the village police chief, members of the village police department and their designees.

*Quarantine* means complete and total isolation in such a place and in such a manner and for a period of time as may be prescribed by the health director.

*Running at large or at large* means that a dog or cat is not under the control of the owner, or that of a person or persons authorized by the owner to care for the dog, either by cord, leash, chain or confinement.

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

*Wild animal* means and includes any mammal, amphibian, reptile or fowl which is of a species which is wild by nature, and of a species which, due to size, vicious nature or other characteristic is or may be dangerous to human beings. Such animals shall include, but not be limited to, lions, tigers, leopards, panthers, lynx, wolves, raccoons, ferrets, skunks, (whether deodorized or not), monkeys, foxes, elephants, rhinoceroses, alligators, crocodiles, and all forms of poisonous reptiles. The term "wild animal," as used in this chapter, shall not include gerbils, hamsters, guinea pigs, mice or rabbits.

(Code 1994, §§ 2-201, 2-103; Ord. No. 12-88-3, § .003, 12-13-1988)

**Secs. 4-42—4-24. Reserved.**

## ***ARTICLE II. ADMINISTRATION AND ENFORCEMENT***

### ***DIVISION 1. GENERALLY***

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**~~Sec. 4-25. Police chief to enforce; duties.~~**

The village police chief shall enforce the provisions of this chapter and in that regard shall have the following duties and authority:

- ~~(1) The police chief may temporarily suspend, postpone or defer enforcement of any part, section, subsection or paragraph of this chapter in any part, section or area of the village when in his opinion the part, section, subsection or paragraph is unnecessary at a particular time to control the animal population and protect the health and safety of the people.~~
- ~~(2) The police chief may enforce any and all requirements of this chapter in any way and in all parts of the village as he may deem necessary to control the animal population and protect the health and safety of the people.~~
- ~~(3) The police chief shall collect for the account of the village all fees set by the village council necessary to recover the costs incurred in meeting the requirements of this chapter. The police chief may further collect for the village all unpaid costs, fees or charges incurred by the animal while in violation of this chapter.~~
- ~~(4) The police chief shall make all inspections required in this chapter.~~
- ~~(5) The police chief shall take up and impound or cause to be taken up or impounded all animals in the village, on public or private property, which are in violation of this chapter.~~
- ~~(6) The police chief may trap, capture, shoot, tranquilize or use any other means or methods that may be deemed necessary and prudent to perform the duties imposed herein. Any person who has control or possession of an animal which is in violation of this article shall upon demand, turn over such animal to the police chief.~~
- ~~(7) The police chief may prescribe and promulgate such rules and regulations, not inconsistent with any law of the state, as may be deemed necessary to protect the health and safety of the people and to effectively perform the duties imposed herein.~~

~~(Code 1994, §§ 2.122, 2.123; Ord. No. 12-88-3, §§ .023, .024, 12-13-1988)~~

**~~Sec. 4-26. Unlawful to interfere with police chief.~~**

~~It shall be a violation of this chapter to interfere with the police chief or his deputies in the performance of their duties.~~

~~(Code 1994, § 2.124; Ord. No. 12-88-3, § .025, 12-13-1988)~~

**~~Sec. 4-27. Defense of officials in court proceedings.~~**

~~Any suit brought against the police chief, the village or any officer or employee of the police chief or village because of some act performed in the enforcement of any provision of this chapter shall be defended by legal counsel of the village until the final termination of the proceedings.~~

~~(Code 1994, § 2.127; Ord. No. 12-88-3, § .028, 12-13-1988)~~

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**Sec. 4-28. Issuance of citations.**

- (a) ~~In addition to, or in lieu of, impounding an animal which is in violation or has violated any section or subsection of this chapter or in addition to or in lieu of suspension or revocation of a license or permit, the police chief or any full-time salaried police or law enforcement officer may issue to the owner of such animal a notice of ordinance violation. Such notice shall impose upon the owner a penalty which shall be stated on the notice, which may, at the discretion of the animal owner, be paid to the village within the time specified on the notice in full satisfaction of the assessed penalty.~~
- (b) ~~In the event that such penalty is not paid within the time period prescribed, a complaint will be filed in a court of law and upon conviction of a violation of this chapter the owner shall be punished as provided in this article.~~

~~(Code 1994, § 2-125; Ord. No. 12-88-3, § .026, 12-13-1988)~~

**Sec. 4-29. License and registration; fees.**

~~Any person required under this chapter to obtain a license for an animal or any person required under this chapter to register a vicious animal shall obtain the license or registration from the police chief and shall pay a license or registration fee in the amount provided in the village fee schedule. All license and registration fees shall be paid to and collected by the village before any permit or license will be issued. The village shall keep a current and accurate accounting of all fees and other monies collected, the name of all persons upon whose account the same was paid, the date and amount therefor.~~

~~(Code 1994, §§ 2-107, 2-108; Ord. No. 12-88-3, §§ .007, .008, 12-13-1988)~~

**Sec. 4-30. Report of animal attacks.**

~~Any person having knowledge of an animal bite or scratch or other attack on an individual or of an animal that the person suspects is rabid, shall report the incident or animal to the police chief. The report shall include the name and address of any victim and of the owner of the animal, if known, and any other data which may aid in the locating of the victim or the animal. The person shall make the report as soon as possible, but not later than 24 hours from the time of the incident.~~

~~(Code 1994, § 2-111; Ord. No. 12-88-3, § .012, 12-13-1988)~~

**Sec. 4-31. Penalties.**

~~Violations of any provision of this chapter shall be punished by a fine in accordance with section 1-13. Each violation and each day the violation of this article continues shall constitute a separate offense. The owner of an animal which inflicts severe injury or death to a person or bites a person on public or private property, or which kills a domestic animal without provocation while off the owner's property shall be guilty of a misdemeanor.~~

~~(Code 1994, § 2-126; Ord. No. 12-88-3, § .027, 12-13-1988)~~

**Secs. 4-~~325~~—4-50. Reserved.**

- CODE OF ORDINANCES  
Chapter 4 - ANIMALS  
ARTICLE II. - ADMINISTRATION AND ENFORCEMENT  
DIVISION 2. DOG AND CAT LICENSING

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~~*DIVISION 2. DOG AND CAT LICENSING<sup>2</sup>*~~

~~**Sec. 4-51. Required.**~~

- ~~(a) — Every person owning, harboring or having in his possession a dog or cat is hereby required to obtain from the village for each dog or cat an annual license which must be obtained within seven days following an annual rabies vaccination as required herein. It is unlawful for any person to own, keep, harbor or have in his possession within the village on the premises owned, occupied or controlled by the person, or at any other place, a dog or cat for which a current license has not been obtained or whose license has been declared invalid, expired or revoked.~~
- ~~(b) — Any owner of a dog or cat brought into the village from other areas shall within seven days of arrival obtain a license for each dog or cat as required herein. The license shall be valid for the same term as other licenses; provided, however, that the license shall not be valid for longer than one year from the date of the last rabies vaccination.~~

~~(Code 1994, § 2.106(a), (d)); Ord. No. 12-88-3, § .006, 12-13-1988)~~

~~**Sec. 4-52. Exceptions.**~~

~~The licensing requirements of this division shall not apply to:~~

- ~~(1) — Dogs and cats under the age of four months if kept confined.~~
- ~~(2) — Dogs or cats owned by, or in custody or under the control of, persons who are non-residents of the village, traveling through the village or temporarily sojourning therein for a period not exceeding 30 days.~~
- ~~(3) — Dogs or cats brought to the village exclusively for the purpose of entering the same in any show or exhibition, and which are actually entered in and kept at such show or exhibition.~~
- ~~(4) — Dogs duly and properly trained to aid or assist blind persons when such dogs are actually used by blind persons for the purpose of aiding or assisting such blind persons in going from place to place.~~
- ~~(5) — Dogs duly and properly trained to aid or assist deaf persons when such dogs are actually used by deaf persons for the purpose of aiding or assisting such deaf persons in going from place to place.~~

~~(Code 1994, § 2.106(h); Ord. No. 12-88-3, § .006, 12-13-1988)~~

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<sup>2</sup>State law reference(s) — Authority of local governments to require registration of dogs and cats and collect fees therefor, V.T.C.A., Health and Safety Code § 826.031.

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**Sec. 4 53. Proof of rabies vaccination.**

A license for a dog or cat shall not be issued unless there is exhibited to the licensing authority a certificate from a licensed veterinarian showing that the animal to be licensed has been inoculated with an approved rabies vaccine, in accordance with the recommendations of the manufacturer.

(Code 1994, § 2.106(b); Ord. No. 12 88 3, § .006, 12 13 1988)

**Sec. 4 54. Term.**

The license referenced in section 4 53 shall be valid for a period of up to one year and shall coincide with the beginning and expiration date of the rabies vaccination certificate.

(Code 1994, § 2.106(c); Ord. No. 12 88 3, § .006, 12 13 1988)

**Sec. 4 55. Tag.**

(a) Upon acceptance of the license application or rabies vaccination certificate and payment of a license fee, the licensing authority shall issue a durable tag, stamped with an identifying number and the year of issuance; and the tag or the receipt for payment of the license tag shall be presented to the licensing authority upon demand. Failure to present the license tag or the receipt for the tag, as required herein, shall constitute a violation of this article.

(b) The owner of every dog or cat shall attach the license identification tag to a collar or harness and the collar or harness with tags shall be worn by the dog or cat at all times when off the premises of the owner. Tags shall not be switched from one animal to another.

(Code 1994, § 2.106(e), (f); Ord. No. 12 88 3, § .006, 12 13 1988)

**Sec. 4 56. Replacement of lost tags.**

The village shall maintain a record of the identifying numbers of all tags issued and this record shall be available to the public. If the license tag has been lost, a duplicate may be obtained from the police chief upon payment of the appropriate fee as provided in the village fee schedule.

(Code 1994, § 2.106(g); Ord. No. 12 88 3, § .006, 12 13 1988)

**Secs. 4 57-51—4 85. Reserved.**

***DIVISION 3. IMPOUNDMENT***

**Sec. 4 86. Recording of intake information; notice of impoundment.**

(a) As soon as possible after an animal has been delivered to or picked up by the police chief, a record of the animal will be recorded. The record should include a description of each animal, whether bearing a license tag or not, and the number of the tag and the name of the person registering the animal in each case where the animal bears a license tag.

(b) ~~In case the animal bears a license tag, the police chief may, but is not obligated to, notify the person to whom such license tag was issued. The owner of the animal may be notified in person, by letter, postal card, telephone or written notice left at his last known residence. The owner shall be deemed notified upon mailing of the letter or postal card or leaving of the written notice whether the owner of the animal receives the notice or not.~~

~~(Code 1994, § 2-114; Ord. No. 12-88-3, § .015, 12-13-1988)~~

**~~Sec. 4-87. Release.~~**

~~(a) If an impounded animal is found to be free from rabies or other infectious or contagious diseases, the police chief shall release it to the owner following the quarantine or impoundment period if:~~

- ~~(1) The owner pays all pound, boarding and other fees together with any applicable fines;~~
- ~~(2) The owner redeems his animal within 72 hours after capture or impoundment; and~~
- ~~(3) The owner of a dog or cat has an unexpired rabies vaccination certificate and license for the animal; or~~
- ~~(4) The dog or cat is vaccinated against rabies by a licensed veterinarian at the owner's expense and a village or county license for the animal is obtained; and~~
- ~~(5) The owner presents proper identification and proof of ownership.~~

~~(b) No wild or exotic animal shall be released except to persons who qualify and comply with the requirements of this chapter.~~

~~(Code 1994, § 2-115; Ord. No. 12-88-3, § .016, 12-13-1988)~~

**~~Sec. 4-88. Disposal of unclaimed, sick and injured animals.~~**

~~The police chief may sell and retain the proceeds, keep, grant or humanely destroy or destroy in such a manner as the police chief may deem necessary, under the circumstances, any animal that the owner or custodian does not take possession of on or before the third day following the final day of quarantine or on or before the third day of impoundment. It is expressly provided that in the case of diseased, sick, injured or otherwise unhealthy animals, impounded under this article, other than those affected or thought to be affected by rabies, it is unnecessary to await the expiration of the impounded or redemption period before disposing of such animals.~~

~~(Code 1994, § 2-116; Ord. No. 12-88-3, § .017, 12-13-1988)~~

**~~Secs. 4-8986—4-119. Reserved.~~**

**~~ARTICLE III. CARE AND CONTROL~~**

**~~DIVISION 1. GENERALLY~~**

**~~Sec. 4-120. Running at large prohibited.~~**

~~(a) *At large in vehicle.* No owner or keeper of any dog or cat shall permit or allow such dog or cat to run at large within the limits of the village. The owner or keeper of any animal running at large or not confined shall be in violation of this chapter. Unrestrained animals in the back of pickup trucks which are not covered with a~~

~~camper cover or other such device shall be considered at large. Animals in vehicles shall be restrained in a manner which will not cause injury and will prevent the animal from reaching the outside of the vehicle.~~

~~(b) At large on private property. Any dog or cat found trespassing or running at large upon any private property may be taken up by any person and delivered to the police chief.~~

~~(c) Notice. Every person other than the police chief who takes up any animal under the provisions of this article or otherwise shall immediately thereafter give notice thereof to the police chief. Every such person, or any person in whose custody such animal may in the meantime be placed, shall upon demand deliver such animal to the police chief. The animal shall be delivered to a place designated by the authority, without fee or charge, and the police chief shall thereupon hold and dispose of such animal as though such animal had been found running at large and impounded by the police chief.~~

~~(Code 1994, § 2-109; Ord. No. 12-88-3, § .009, 12-13-1988)~~

~~State law reference(s) — Authority of municipality to impound stray dogs and cats, V.T.C.A., Health and Safety Code § 826.033; authority of municipalities to require restraint of dogs and cats, V.T.C.A., Health and Safety Code § 826.033.~~

#### **Secs. 4-120. Reserved.**

#### **Sec. 4-121. Number of dogs and cats limited.**

~~It is unlawful for any person to keep, harbor, possess, maintain or allow to be kept, harbored, possessed or maintained more than three dogs or three cats or a combination of the animals with the total number exceeding three, over three months old, upon or within any premises owned, occupied or under the control of such person within the village. Only one litter from animals permitted under this section shall be allowed at any given time.~~

~~(Code 1994, § 2-118; Ord. No. 12-88-3, § .019, 12-13-1988)~~

#### **Sec. 4-122. Commercial keeping, breeding and raising prohibited.**

~~No animal of any kind shall be raised, bred or kept on any lot within the village for commercial purposes.~~

#### **Sec. 4-123. Keeping of wild or exotic animals prohibited; exceptions.**

~~(a) The police chief may limit wild or exotic animals within the health district to persons who have the knowledge, expertise and ability of animal care and the grounds, facilities and equipment to care for such animals. It is also the purpose and intent of this section to prevent the owning, keeping or harboring of wild or exotic animals as pets within the village.~~

~~(b) It is unlawful for any person to buy, sell, possess, keep, permit, suffer, cause or allow any wild or exotic animal upon or within any premises within the village except as permitted herein.~~

~~(c) The police chief may issue a temporary permit for the keeping, care, and protection of an infant animal native to this area which has been deemed to be homeless or injured. The application for a temporary permit shall be accompanied with a letter or statement of approval from the state department of parks and wildlife.~~

~~(d) This section shall not be construed to apply to veterinary hospitals or zoological parks, performing animal exhibitions or circuses which have applied for and received a permit from the police chief as provided for and required in this article.~~

~~(Code 1994, § 2-119; Ord. No. 12-88-3, § .020, 12-13-1988)~~

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**Sec. 4-124. Releasing or dumping of animals.**

- (a) ~~It is unlawful for any person to dump, release or abandon any animal, dog, cat or other whatsoever on any property, whether public or private, within the village. An animal shall be considered abandoned if the owner has not provided care, including food, water or shelter, for three or more consecutive days.~~
- (b) ~~Any person having knowledge of an animal which has been, or is believed to have been dumped, released or abandoned shall so notify the police chief and shall give all pertinent information, including description and location of the animal and the name, address, car license number, or any other information or description of the person who dumped, released or abandoned the animal, if known.~~
- (c) ~~Any person who keeps, harbors, feeds, shelters or otherwise allows any stray animal or any animal that has been dumped, released or abandoned, to remain on the person's property for three or more days without notifying the village, shall hereby be deemed the owner of the animal.~~

~~(Code 1994, § 2-120; Ord. No. 12-88-3, § .021, 12-13-1988)~~

**Sec. 4-125. Nuisance animals prohibited.**

~~Every owner shall exercise proper care and control of his animal or animals and the premises where the animals are kept to prevent them from becoming a public nuisance. All of the following conditions, situations or occurrences are hereby declared to be a public nuisance and constitute failure of the owner to exercise proper care and control of his animal or the premises where the animal or animals are or have been kept:~~

- (1) ~~Any animal which turns over garbage containers or scatters garbage or which otherwise damages private or public property.~~
- (2) ~~Any dog, livestock or fowl at large or free-roaming off of private property owned or controlled by the owner of the dog, livestock or fowl.~~
- (3) ~~Any animal which barks, whines, howls or makes other sounds or noises in an excessive, continuous, or untimely fashion.~~
- (4) ~~Any building, room, cage, kennel, yard, run or any other place or facility where animals are kept or harbored which is not maintained in a clean and sanitary condition so as to prevent obnoxious odors, the attraction, breeding or potential breeding of flies, the attraction, harboring or breeding of rodents or potential breeding of rodents or the creation of any other public health nuisances.~~
- (5) ~~Any animal defecating on property that is not the property of the owner of the animal.~~

~~(Code 1994, § 2-121; Ord. No. 12-88-3, § .022, 12-13-1988)~~

**Sec. 4-126. Disposal of animal carcasses.**

- (a) ~~All animal carcasses shall be disposed of in such place and in such manner as may be designated or prescribed by the police chief. The owner or person having control or charge of an animal before or at the time of death shall be totally responsible for the disposal of the animal carcass and shall contact the village for direction for the disposal of the carcass. All fees, costs or charges incurred in the disposal of the animal carcass shall be the responsibility of the animal owner or person having charge or control of the animal at the time of or prior to the animal's death.~~
- (b) ~~The carcasses of all animals shall be properly disposed of in accordance with the provisions of this chapter as soon as possible, but under no circumstance later than 48 hours after death.~~

(c) ~~If the owner of the dead animal cannot be identified, the property owner or the person having charge or control of the property containing the carcass shall be responsible for the carcass disposal and is subject to all provisions contained herein. If the owner of the animal is located or identified after carcass disposal has been effected the owner shall reimburse the property owner or person disposing of the carcass and is subject to all costs, conditions and penalties contained in this chapter.~~

~~(Code 1994, § 2-117; Ord. No. 12-88-3, § .018, 12-13-1988)~~

**Secs. 4-~~127~~120—4-150. Reserved.**

### *~~DIVISION 2. DANGEROUS DOGS<sup>3</sup>~~*

#### **~~Sec. 4-151. Investigation; determination; notice to owner; appeal.~~**

~~If a person reports an unprovoked attack, the village police chief or his designee may investigate the incident. If, after receiving the sworn statements of any witnesses, the village police chief or his designee determines that the dog is a dangerous dog, he shall notify the owner of that fact. An owner, not later than the 30th day after the date the owner is notified that his dog is a dangerous dog, may appeal the determination of the village police chief or his designee to a municipal court of competent jurisdiction. An owner may appeal the decision of the municipal court in the same manner as appeal for other civil cases.~~

~~(Code 1994, § 2-202)~~

~~State law reference(s) — Determination that dog is dangerous, V.T.C.A., Health and Safety Code § 822.0421; appeal of dangerous dog determination, V.T.C.A., Health and Safety Code § 822.0421; time within which hearing must be held, V.T.C.A., Health and Safety Code § 822.0423.~~

#### **~~Sec. 4-152. Requirements for ownership and custody.~~**

~~For purposes of this section, a person learns that he is the owner of a dangerous dog when the owner knows of an unprovoked attack or the owner is informed by the village police chief or his designee that the dog is a dangerous dog. Not later than the 30th day after a person learns that he is the owner of a dangerous dog, he shall comply with all applicable provisions of state law and:~~

- ~~(1) Register the dangerous dog with the village police chief or his designee;~~
- ~~(2) Restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure; and~~
- ~~(3) Obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person.~~

~~(Code 1994, § 2-203)~~

~~State law reference(s) — Similar provision, V.T.C.A., Health and Safety Code § 822.042.~~

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<sup>3</sup>~~State law reference(s) — Dangerous dogs, V.T.C.A., Health and Safety Code § 822.041 et seq.; authority for local regulation of dangerous dogs equivalent to or more stringent than state regulations, V.T.C.A., Health and Safety Code § 822.047; dogs that attack or are a danger to persons, V.T.C.A., Health and Safety Code § 822.001 et seq.; dangerous wild animals, V.T.C.A., Health and Safety Code § 822.101 et seq.~~

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**Sec. 4-153. Registration; tag.**

The village police chief or his designee shall formally register a dangerous dog if the owner pays the applicable registration fee as provided in the village fee schedule and presents proof of liability insurance or financial responsibility as required in this division, current rabies vaccination of the dangerous dog, and secure enclosure in which the dangerous dog will be kept. The village police chief or his designee shall provide to the owner registering a dangerous dog a registration tag. The owner must place the tag on the dog's collar.

(Code 1994, § 2.204)

**Sec. 4-154. Reporting changes in dog's status.**

If an owner of a registered dangerous dog sells or moves the dog to a new address within the city, he, not later than the 14th day after the date of sale or move, shall notify the village police chief or his designee. On presentation by the current owner of the dangerous dog's prior registration tag and payment of a fee as provided for in the fee schedule found in the appendix of this Code, the village police chief or his designee shall issue a new registration tag to be placed on the dog's collar.

**Sec. 4-155. Attacks.**

- (a) A person commits an offense if his dangerous dog makes an unprovoked attack on another person outside the dog's enclosure and causes bodily injury to the other person. Should the attack cause serious bodily injury or death, the person may be subject to other criminal prosecution under the laws of the state in a court of competent jurisdiction. If a person is found guilty of an offense under this article, the court may order that the dangerous dog be destroyed.
- (b) In addition to criminal prosecution, a person who commits an offense under this section is liable for a civil penalty not to exceed \$10,000.00. The village attorney may file suit in a court of competent jurisdiction to collect the penalty. Penalties collected under this subsection shall be retained by the village.
- (c) Every owner of a registered dangerous dog shall notify the village police chief or his designee by whom the dog was registered of any attacks the dangerous dog makes on people.

(Code 1994, §§ 2.204, 2.205)

**Sec. 4-156. Defenses.**

- (a) It is a defense to prosecution under this division that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the dog in connection with and while performing the duties of that position.
- (b) It is a defense to prosecution under this division that the person is an employee of the institutional division of the state department of criminal justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes and such person has temporary ownership, custody, or control of the dog in connection with and while performing the duties of that position.
- (c) It is a defense to prosecution under this division that the person is a dog trainer or an employee of a guard dog company recognized by state law and while performing the duties of that position.

(Code 1994, § 2.206)

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Secs. 4-~~157151~~—4-180. Reserved.

*DIVISION 3. OTHER VICIOUS OR DANGEROUS ANIMALS*

**Sec. 4-181. Injury to persons or animals.**

It is unlawful for a vicious animal to kill or wound, or assist in killing or wounding any domestic animal belonging to or in the possession of any person, or for a vicious animal to attack, assault, bite or otherwise injure any person or assist in attacking, assaulting, biting or otherwise injuring any person while out of or within the enclosure of the owner whether or not such vicious animal was on a leash and securely muzzled or whether the vicious animal escaped without fault of the owner. The police chief is empowered to confiscate and destroy such vicious animal in an expeditious and humane manner. In addition the owner shall be subject to a fine for violation of this division.

(Code 1994, § 2-126; Ord. No. 12-88-3, § .027, 12-13-1988)

**Sec. 4-182. Dangerous or vicious tendencies.**

The following constitute dangerous or vicious tendencies:

- (1) Any animal that inflicts severe injury or death to a person, or bites a person on public or private property;
- (2) Any animal that has killed a domestic animal without provocation while off the owner's property;
- (3) Any animal which chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack such that the person reasonably believes that the animal will cause physical injury to that person; or
- (4) Any individual animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise threaten the safety of persons or domestic animals.

(Code 1994, § 2-110(a); Ord. No. 12-88-3, § .010, 12-13-1988)

**Sec. 4-183. Mischievous tendencies.**

If any animal overturns a garbage container, or removes any garbage from any such container or otherwise destroys or damages any property, then such animal shall be conclusively presumed to be a mischievous animal and an animal of mischievous propensities and tendencies.

(Code 1994, § 2-110(b); Ord. No. 12-88-3, § .010, 12-13-1988)

**Sec. 4-184. Declaration; notice to owner.**

An animal shall be automatically declared to be a vicious animal if the animal inflicts severe injury or death to a person or bites a person on public or private property or kills a domestic animal without provocation while off the owner's property. In addition, the police chief may find and declare an animal to be a vicious animal if the official has cause to believe that an animal is a vicious animal as defined in section 4-182. The police chief will notify the owner of the animal on its designation as a vicious animal and of the requirements for owners of vicious animals as set out in this division.

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(Code 1994, § 2.110(c), (d); Ord. No. 12-88-3, § .010, 12-13-1988)

**Sec. 4-185. Appeal; request for hearing.**

If the animal is declared to be vicious or mischievous under this division, the notice shall inform the owner of the animal that a determination hearing may be requested to contest the declaration. The request for a hearing must be in writing and must be received by the director within ten days of the date of the vicious animal declaration. Failure to appeal the declaration of vicious animal within the ten day period shall result in the police chief's declaration as final.

(Code 1994, § 2.110(e); Ord. No. 12-88-3, § .010, 12-13-1988)

**Sec. 4-186. Defenses.**

It is a defense to the determination of an animal as vicious and to the prosecution of the owner of an animal previously declared to be vicious:

- (1) If the person was teasing, tormenting, abusing or assaulting the animal or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the animal;
- (2) If the person was committing or attempting to commit a crime;
- (3) If the domestic animal killed was at the time teasing, tormenting, abusing or assaulting the animal;
- (4) If the animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;
- (5) If the animal was injured and responding to pain; or
- (6) If the animal was protecting puppies, itself or its kennelmates.

(Code 1994, § 2.110(f); Ord. No. 12-88-3, § .010, 12-13-1988)

**Sec. 4-187. Registration.**

The owner of an animal declared vicious under this division shall register the animal with the police chief within ten days of the date of the vicious animal declaration.

(Code 1994, § 2.110(g); Ord. No. 12-88-3, § .010, 12-13-1988)

**Sec. 4-188. Notice of changes in animal's status.**

The owner shall notify the police chief as soon as possible, but under any circumstances not later than 24 hours if a vicious animal is loose, stolen, unconfined in an approved enclosure, has attacked another animal or has attacked a person, or has died.

(Code 1994, § 2.110(g); Ord. No. 12-88-3, § .010, 12-13-1988)

**Sec. 4-189. Relocation and change of ownership subject to police chief's approval.**

- (a) The police chief may allow or disallow the relocation, giving or selling of a vicious animal. Approval to give, sell or relocate a vicious animal shall be in writing. If the owner of a vicious animal obtains approval to relocate, sell or give away a vicious animal, the owner shall provide the police chief with the name, address

and telephone number of the new owner or location of the new approved enclosure. The new owner must sign a sworn statement that he will comply with all of the requirements of owners of vicious animals. The new owner must comply with the requirements of owners within 30 days.

(b) An animal declared to be vicious under this division shall not be offered for adoption or sale and shall not be moved from the approved enclosure or village jurisdiction without written permission from the police chief.

(Code 1994, § 2.110(g); Ord. No. 12-88-3, § .010, 12-13-1988)

#### **Sec. 4-190. Requirement for keeping vicious animal.**

An owner of an animal declared to be a vicious animal under this division must comply with the following within 30 days of such final determination:

- (1) The animal must be registered in accordance with this division and must be kept in a proper enclosure;
- (2) The owner must present to the village a certificate of public liability insurance in the amount of \$100,000.00 to cover any damages caused or which may be caused by the vicious animal. The insurance shall be for a 12-month period and shall not be cancelled unless the animal is no longer kept by the owner;
- (3) The vicious animal, when taken outside the enclosure, must be securely muzzled in a manner that will not cause injury to the vicious animal nor interfere with its vision or respiration but shall prevent it from biting any person or animal; and the vicious animal must be restrained by a substantial chain or cable leash having a minimum tensile strength of 1,000 pounds and not to exceed six feet in length;
- (4) The owner shall post a sign on his premises warning that there is a vicious animal on the property. The sign shall be visible and capable of being read from the public street or highway;
- (5) The vicious animal must be spayed or neutered.

(Code 1994, § 2.110(h); Ord. No. 12-88-3, § .010, 12-13-1988)

#### **Sec. 4-191. Euthanization.**

If the owner of an animal declared to be vicious under this division is unable or unwilling to comply with the ownership requirements in this division for the keeping of vicious animals, the animal shall be euthanized by an animal shelter, animal control agency, licensed veterinarian or the police chief.

(Code 1994, § 2.110(h); Ord. No. 12-88-3, § .010, 12-13-1988)

#### **Sec. 4-192. Dangerous or mischievous animals at large.**

Any dangerous, vicious or mischievous animal having dangerous, vicious or mischievous propensities and tendencies found at large after the owner thereof has previous knowledge or notice that such animal is dangerous, vicious or mischievous or has dangerous, vicious or mischievous propensities and tendencies, may be killed by any authorized law officer without the officer having to catch or impound such animal or notifying the owner of the animal.

(Code 1994, § 2.110(i); Ord. No. 12-88-3, § .010, 12-13-1988)

**Sec. 4-193. Revocation of registration and license.**

The police chief may, after providing opportunity for a hearing, revoke the registration and license for any animal whose owner has been notified that the animal has been conclusively presumed to be dangerous, vicious or mischievous if the animal is not in compliance with the requirements of this division with regard to the keeping of vicious animals, the animal bites or attempts to bite any person or chases or otherwise attempts to catch a person, the animal attacks or attempts to attack any other animal when in violation of any part of this chapter, or the owner has been convicted of any violation of federal, state or local law, ordinance or rule pertaining to the animal.

(Code 1994, § 2-110(j); Ord. No. 12-88-3, § .010, 12-13-1988)

**Sec. 4-194. Muzzling.**

Any dog tied or staked on public property shall be securely muzzled by the owner in a manner that will not cause injury to the animal nor interfere with its vision or respiration but shall prevent it from biting any person or animal. Further, the owner of any animal which has been conclusively presumed to be dangerous or vicious shall muzzle such animal when:

- (1) The animal is not confined in a secure enclosure or is off the premises of the owner;
- (2) The animal is on the premises of a business when such business is open or accessible to the public;
- (3) The animal is on the outside premises of private property and not confined in such a manner as to preclude contact with casual visitors such as a mailperson or delivery person, meter reader, children, etc.;
- (4) The animal is on the outside of premises of private property where appropriate and adequate warning signs which are visible and capable of being read from the public street or highway have not been posted; and/or
- (5) On a leash, on or off the owner's property and not confined as required in this division.

(Code 1994, § 2-110(k); Ord. No. 12-88-3, § .010, 12-13-1988)

**Sec. 4-195. Law enforcement dogs excepted.**

This division shall not apply to any law enforcement agency where a dog is being used for law enforcement purposes.

(Code 1994, § 2-110(l); Ord. No. 12-88-3, § .010, 12-13-1988)

**Secs. 4-~~196~~181—4-213. Reserved.**

***DIVISION 4. RABIES<sup>4</sup>***

<sup>4</sup>State law reference(s)—Minimum standards for rabies control, V.T.C.A., Health and Safety Code § 826.012; authority of municipalities to adopt local rabies control regulations, V.T.C.A., Health and Safety Code § 826.015.

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**Sec. 4-214. Vaccination required; certificate.**

- (a) — Each person owning, harboring or having in his possession a dog or cat shall have the dog or cat vaccinated against rabies, by the time the animal is four months of age and annually thereafter, by means of an anti-rabies vaccine approved by the police chief. The rabies vaccine shall be administered by a duly licensed veterinarian. The immunization shall be for a period of up to one year. No dog or cat over four months of age shall be brought into the village which has not been vaccinated for rabies.
- (b) — Every veterinarian who vaccinates any dog or cat within the village shall issue a certificate of vaccination to the owner, stating the name and address of the owner, description of the dog or cat, the date of vaccination, number of the rabies vaccination tag, and in addition, other information as specified by the veterinary licensing agency which the owner shall present or give to the police chief upon request.

(Code 1994, § 2-104; Ord. No. 12-88-3, § .004, 12-13-1988)

**Sec. 4-215. Administration of vaccination; vaccine control.**

- (a) — To prevent improper vaccination of animals and the accidental exposure of humans to rabies, the rabies vaccine for animals shall be administered only by or under the direct supervision of a veterinarian who is licensed to practice in the state.
- (b) — No person shall sell or distribute rabies vaccine for animals to any person except a licensed veterinarian or to a person working in a veterinary clinic who accepts the vaccine on behalf of the veterinarian. This division does not prohibit a pharmacy licensed by the state board from supplying rabies vaccine for animals to licensed veterinarians.

(Code 1994, § 2-105; Ord. No. 12-88-3, § .005, 12-13-1988)

**Sec. 4-216. Destruction of animal.**

- (a) — It is hereby made the duty of the police chief and his certified deputies to exterminate any and all animals at large, when the animals are, or appear to be, affected with rabies, or any other infectious, contagious, or dangerous disease or when an animal is attacking, or when such animal is sick, injured, or in such other condition as it may not be expected to live; provided that any animal suspected of rabies shall be killed in such a manner as not to damage the brain.
- (b) — It shall not be necessary to impound or advertise such animals by posting notice, notifying the owner or otherwise, but it shall be the duty of the officers to exterminate any and all such animals instantly, provided, however, that the officer killing such animals and before disposing of same, shall report it to the police chief who shall order the disposal of the carcass as he deems necessary and the officer shall further submit a written report to the director containing the facts thereof.

(Code 1994, § 2-112; Ord. No. 12-88-3, § .013, 12-13-1988)

**Sec. 4-217. Quarantine.**

- (a) — Approved shelter. Any animal that has rabies or symptoms thereof, or that bites, scratches or otherwise attacks any person within the village shall be quarantined by the owner of the animal. The owner shall quarantine the animal as soon as possible, but not later than 24 hours from the time of the incident. The quarantine period shall be ten days or longer in a public or other place of confinement designated or approved by the police chief and under such conditions and in such a manner as may be prescribed by the

police chief. It shall be a violation of this division for the owner or any other person to remove any animal that is required to be quarantined or euthanized or which is otherwise in violation of this division from the jurisdiction of the village without written permission from the police chief.

- (b) ~~Release of animal to police chief. The owner, keeper or person in charge of any animal that has rabies, or that has been exposed to rabies, or that has symptoms thereof, or that has bitten, scratched or otherwise attacked any person or other animal or that is in quarantine as a rabies suspect, shall on demand, turn over the animal to the police chief.~~
- (c) ~~Unowned dogs and cats. At the discretion of the police chief, an unowned dog or cat which has bitten a human may be humanely killed in such a manner that the brain is not mutilated. The brain shall be submitted to a TDH-certified laboratory for rabies diagnosis.~~
- (d) ~~High risk animals. If the biting animal is a high risk animal, it shall be humanely killed and the brain submitted for rabies testing.~~
- (e) ~~Low risk animals. If the biting animal is a low risk animal, a quarantine or rabies test will not be required unless the police chief has cause to believe the biting animal is rabid.~~
- (f) ~~Wild animals. No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely killed in such a manner that the brain is not mutilated. The brain shall be submitted to a TDH-certified laboratory for rabies diagnosis. If the biting animal is a high risk animal, it shall be humanely killed and the brain submitted for rabies diagnosis.~~
- (g) ~~Destruction of animal; exceptions. Any animal inflicting a severe bite to an individual shall be humanely killed and the brain tested for rabies; provided, however that an exception to this requirement may be granted by the local health authority if the biting animal is a domestic dog or domestic cat, and the animal is currently vaccinated against rabies, and the animal was not in violation of any law at the time of the bite. If an exception is granted, the dog or cat shall be quarantined in compliance with this chapter. However, home quarantine is prohibited. If a quarantined animal is found to be rabid or, if in the opinion of the police chief or veterinarian, is suspected of being rabid, the police chief shall humanely destroy the animal or cause the animal to be humanely destroyed and the brain submitted to a TDH-certified laboratory for rabies diagnosis. The local health authority may require the animal to be quarantined for 30 days as an alternate method to killing and testing.~~
- (h) ~~Home quarantine. Whenever and wherever in this chapter an animal is required to be impounded or confined in quarantine, the time, place and method of impoundment or confinement shall be at the discretion of the police chief; however, the owner of the animal may request permission from the police chief for home quarantine if the following criteria can be met:~~
  - (1) ~~Secure quarantine facilities are available at the home of the animal's owner, and are approved by the police chief;~~
  - (2) ~~The animal is currently vaccinated against rabies;~~
  - (3) ~~The police chief or a licensed veterinarian observes the animal at least on the first and last day of the quarantine period. If the animal becomes ill during the observation period, the police chief must be notified by the person having possession of the animal. At the end of the observation period the release from quarantine must be accomplished in writing;~~
  - (4) ~~The animal was not in violation of any laws, ordinances or rules at the time of the bite or at the time of ordered confinement;~~
  - (5) ~~The owner or the animal was not in violation of a law at the time of the bite or at the time of ordered confinement.~~

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(i) ~~Fees and costs. Transportation, capture, laboratory cost, veterinarian fees, impoundment or quarantine cost, euthanasia, body disposal, and any and all other fees, costs, charges and duties shall be the direct responsibility of the animal owner or custodian. Failure of the owner to pay such costs and fees shall constitute a violation of this division.~~

(j) ~~Release or removal from quarantine prohibited. No animal shall be released or moved from the place of approved confinement, except by the police chief, until after the ten-day quarantine period and then only after inspection of the animal has been made and its release approved by the police chief.~~

(k) ~~Vaccination of quarantined animals. No animal confined or quarantined as a rabies suspect as required herein shall be given a rabies vaccination until after the ten-day quarantine period. All unvaccinated animals will then be vaccinated.~~

~~(Code 1994, § 2.113; Ord. No. 12-88-3, § .014, 12-13-1988)~~

~~State law reference(s) — Treatment of impounded animals, V.T.C.A., Health and Safety Code § 821.002; animal shelters, V.T.C.A., Health and Safety Code § 823.001 et seq.; minimum standards for quarantine and impoundment facilities, V.T.C.A., Health and Safety Code § 826.051.~~

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**GALVESTON COUNTY  
ANIMAL SERVICES AGREEMENT**

State of Texas

§  
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§

County of Galveston

**I. PREAMBLE**

**THIS AGREEMENT** is entered into by and between the County of Galveston, Texas (the "County"), the Galveston County Health District ("GCHD"), the City of Bayou Vista ("Bayou Vista"), the City of Hitchcock ("Hitchcock"), the City of Kemah ("Kemah"), the City of La Marque ("La Marque"), the Village of Tiki Island ("Tiki") and the City of Texas City ("Texas City").

Bayou Vista, Hitchcock, Kemah, La Marque, Tiki and Texas City, all of which are municipalities located within the County, are herein referred collectively to as the "Cities."

GCHD, the County, and the Cities (collectively "Parties") enter into this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended. The Parties wish to enter into an agreement for GCHD's provision of animal shelter and/or field animal control services through the Galveston County Health District Animal Resource Center (the "Center").

The County and Cities understand that the Center currently operates and maintains centralized animal sheltering services and animal field control services for the purpose of reducing general animal control problems in the County and Cities, and that these municipalities, acting individually, shall retain the right to elect whether they receive provisions to either one or both of the aforementioned services through the Center, so long as notification of this choice is conveyed to GCHD in accordance with *Section III* of this Agreement. Sheltering procedures will include, but are not limited to, harboring and caring for stray and/or unwanted animals, promoting the adoption of animals, administering pet registrations and microchipping, promoting relevant community events and volunteer services, reporting human exposure to rabies, quarantining and testing biting animals, maintaining population control through the humane administration of euthanasia in accordance with the Animal Services' Policy manual, facilitating crematory services, and carrying out all other services pertinent to animal shelters as prescribed by Chapters 821, 822, 823, 826, 828 and 829 of the Texas Health and Safety Code.

**NOW THEREFORE**, in consideration of the mutual covenants set forth hereinafter, GCHD, the County and the Cities agree as follows:

**II. SCOPE OF SERVICES**

**A. Preamble constitutes contractual provisions.** The Parties agree that the provisions set forth in the Preamble above are true and correct and constitute contractual provisions of this Agreement.

**B. GCHD Responsibilities**

In accordance with this Agreement, GCHD consents to:

1. Securing and maintaining valid certification with the Texas Department of State Health Services for all pertinent animal control and quarantine services.
2. Its designation as the local animal control authority by the Cities and the County.

**GALVESTON COUNTY  
ANIMAL SERVICES AGREEMENT**

3. Serving as the local rabies control authority on behalf of the Cities and the County, as authorized by Chapter 826 of the Texas Health and Safety Code.
4. Adhering to all Animal Services Advisory Committee (the "Committee") authority regulations, as authorized by Chapter 823 of the Texas Health and Safety Code.
5. Overseeing daily operations of the Center and associated field work.
6. Managing the Center and governing the Committee in accordance with the procedures as set forth by the official Committee Bylaws and/or the Policy/Order.
7. Proactively and continuously seeking funding streams and partnerships with outside parties in an attempt to generate additional resources for the Center.
8. Unless proper notice is provided in accordance with *Section III* of this Agreement, GCHD shall render sheltering services and field animal control services to all Parties hereto. The elements encompassed within the provisions of these services shall include, but not be limited to:
  - a. Sheltering services will include:
    - i. Sheltering and care of stray and unwanted animals;
    - ii. Quarantine services;
    - iii. Humane euthanasia of unwanted, sick, injured, and unadoptable animals;
    - iv. Administration of redemption of owned animals;
    - v. Administration of animal adoptions;
    - vi. Administration of pet registrations;
    - vii. Registration of rescue organizations;
    - viii. Administration of community education and volunteer services; and
    - ix. Cremation services.
  - b. Field animal control services shall include, but not be limited to:
    - i. Dispatching all calls for service to certified animal control officers;
    - ii. Investigating animal bites on both humans and other animals, and assuring the proper quarantining of biting animals;
    - iii. Investigating civil animal cruelties (improper sheltering, abuse, etc.);
    - iv. Assisting authorities in commencing court ordered seizures;
    - v. Filing civil complaints in the courts of proper jurisdiction; and
    - vi. Investigating, documenting and briefing the Center's Animal Services Manager on potential dangerous dog declarations.
9. Devising the Animal Services Funding Formula, with recommendations by all Parties to the Agreement, prior to its effectuation, and which shall be affixed to this Agreement as *Attachment A* and incorporated herein for all purposes.

**C. County and City Responsibilities**

In accordance with this Agreement, the County and Cities consent to:

1. Appointing GCHD as the local animal control authority and local rabies control authority which shall render services on behalf of the County and Cities.
2. Permitting GCHD primary control, administration, and direction of policies and operations of the Center, except as otherwise provided by this Agreement.
3. Complying with Committee membership responsibilities as set forth in the official Committee Bylaws and/or Policy/Order manual.
4. Remunerating GCHD in the amount determined by the Animal Services Funding Formula, which shall be devised by GCHD's Chief Executive Officer and/or designee, and presented to all Parties to the Agreement.
  - a. The Animal Services Funding Formula, once finalized, will become a binding part of this Agreement and shall be affixed to the Agreement as *Attachment A*, which shall be incorporated herein for all purposes.

**GALVESTON COUNTY  
ANIMAL SERVICES AGREEMENT**

**III. INDEMNITY**

To the extent allowed under applicable law, the County and Cities agree to hold harmless, indemnify and defend GCHD and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the County or Cities, their officers, employees or agents with respect to services rendered under the scope this Agreement.

Respectively, to the extent allowed under applicable law, GCHD agrees to hold harmless, indemnify and defend the County and Cities and their employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of GCHD, its officers, employees, or agents with respect to services rendered under the scope this Agreement.

**IV. TERM, TERMINATION AND AMENDMENT OF SERVICES**

The terms of this Agreement shall commence on October 1, 2016 and end on September 30, 2017. Thereafter, the Agreement shall automatically renew on an annual basis.

Any Party shall retain the right to terminate or limit the services it receives through its participation in this Agreement solely to that of either field or shelter services by providing written notice of termination or amendment to GCHD's Chief Executive Officer at least six (6) months prior to the end of the Agreement's term, which parallels GCHD's fiscal year (October 1 – September 30). A Party may terminate or amend services prior to the end of the fiscal year so long as said Party provides at least six (6) months prior notice of the change; however, the Party is still mandated to fulfill its complete compensatory obligation through the conclusion of the Agreement's fiscal year and as defined in *Attachment A*. Such termination or amendment notice must be authorized by the governing body of the terminating or amending party and signed by the party's authorized official. The terminating or amending party shall specify the effective date of termination or amendment within the notice. The termination or amendment shall not relieve the terminating or amending party of any obligation incurred by the Party prior to the effective date of termination or service change. GCHD shall provide a copy of the notice of termination or amendment terms to the authorized official of all Parties to the Agreement within thirty (30) days of receiving said notice. Withdrawal or amendment by, or removal of a party, shall not terminate this Agreement to non-terminating or non-amending Parties.

**V. APPORTIONMENT OF COSTS UPON CHANGE OF PARTIES OR SERVICE PROVISIONS**

**A. Reduction of or Change in Service Provisions to Current Parties**

Should there be a reduction of current Parties to the Agreement or change in the provision of services rendered to a current Party to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula for the following fiscal year and presenting said formula to all remaining Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as *Attachment A*, which shall then become operative at the start of the new fiscal year.

## **GALVESTON COUNTY ANIMAL SERVICES AGREEMENT**

### **B. Addition of New Municipalities**

Should there be an addition of a municipality to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula to reflect the expense contribution of the joining municipality and presenting said formula to all Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as *Attachment A*, which shall become operative immediately at the time in which the amended Agreement is wholly executed.

## **VI. MISCELLANEOUS PROVISIONS**

### **A. Interlocal Cooperation**

GCHD, the County and the Cities agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

### **B. Amendment/No Assignment**

This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement in whole or in part without the prior written consent of every other participant Party.

### **C. Interpretation**

The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, and that all terms and conditions herein are to be construed and interpreted as intended by this Act.

### **D. Invalid Provisions**

Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing the invalid provision, and all other provisions which are otherwise lawful will remain in full force and effect.

### **E. Applicable Law**

This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Galveston County, Texas.

### **F. Notice**

Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed via certified mail, return receipt requested with proper postage affixed, or may be transmitted electronically to the applicable party at the physical or electronic mailing address as provided within *Attachment B*.

**GALVESTON COUNTY  
ANIMAL SERVICES AGREEMENT**

**G. Public Information Act**

The County and the Cities understand that GCHD is legally considered a special purpose district and thus governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement is therefore subject to release under the Public Information Act.

**H. Immunity Retained**

No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein. Each Party to the Agreement specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising from this Agreement.

**I. Current Revenues**

Pursuant to Section 791.011(d)(3) of the Texas Government Code, the Cities and County must make payments for services rendered through this Agreement from current revenues available to the paying party.

**J. Billing Procedure**

GCHD shall bill the County and each City at the beginning of each quarter of the fiscal year for its respective portion of the animal services' annual operating expense, and the County and Cities agree to submit payments to GCHD in accordance with the terms set forth under the Texas Prompt Payment Act.

**K. Entire Agreement**

This Agreement constitutes the entire agreement of the Parties. No oral or written statements, agreements, promises, conditions, assurances, covenants or other terms with respect to covenants, whether written or verbal, not expressly set forth in this Agreement or expressly incorporated herein shall be of any force or effect. The County and Cities shall rely solely upon the representation and terms contained in this Agreement.

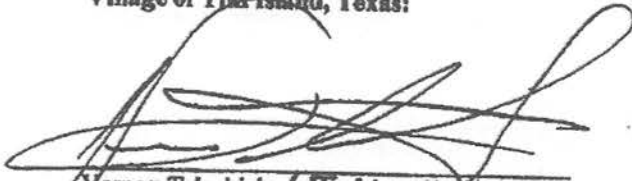
**L. Binding Effect**

Each Party represents and warrants for itself that the Party is acting by and through its governing body and that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to this Agreement. Each Party shall become bound to this Agreement when the Agreement is executed by all Parties hereto.

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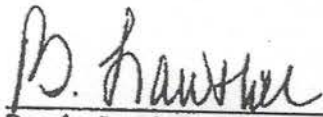
**GALVESTON COUNTY  
ANIMAL SERVICES AGREEMENT**

Village of Tiki Island, Texas:

  
Vernon Telschick (Telschick)  
Mayor

11/23/16  
Date

ATTEST:

  
Brandee Lawther  
City Secretary

11-23-16  
Date

## Galveston County Animal Services Agreement Attachment A

### FY23 Allocation for Animal Services

|                         | FIELD SERVICES   |       |                   | SHELTER SERVICES |       |                   | ANIMAL SERVICES (combined) |                     |             |
|-------------------------|------------------|-------|-------------------|------------------|-------|-------------------|----------------------------|---------------------|-------------|
|                         | Allocation Base* |       | FY23 Field        | Allocation Base* |       | FY23 Shelter      | FY22 Contribution          | FY23 Contribution   | %           |
| Bayou Vista             | 1,763            | 1.2%  | \$ 4,568          | 1,763            | 1.0%  | \$ 7,192          | \$ 12,143                  | \$ 11,760           | 1.1%        |
| Hitchcock               | 7,301            | 5.0%  | \$ 18,917         | 7,301            | 4.2%  | \$ 29,785         | \$ 54,991                  | \$ 48,702           | 4.5%        |
| Kemah                   | 1,807            | 1.2%  | \$ 4,682          | 1,807            | 1.0%  | \$ 7,372          | \$ 14,006                  | \$ 12,054           | 1.1%        |
| La Marque               | 18,030           | 12.3% | \$ 46,716         | 18,030           | 10.3% | \$ 73,553         | \$ 114,620                 | \$ 120,269          | 11.0%       |
| Texas City              | -                | 0.0%  | \$ -              | 51,898           | 29.8% | \$ 211,719        | \$ 202,785                 | \$ 211,719          | 19.4%       |
| Tiki Island             | 1,106            | 0.8%  | \$ 2,866          | 1,106            | 0.6%  | \$ 4,512          | \$ 8,987                   | \$ 7,378            | 0.7%        |
| Santa Fe                | 12,735           | 8.7%  | \$ 32,997         | 12,735           | 7.3%  | \$ 51,953         | \$ -                       | \$ 84,950           | 7.8%        |
| Clear Lake Shores       | 1,258            | 0.9%  | \$ 3,260          | 1,258            | 0.7%  | \$ 5,132          | \$ -                       | \$ 8,392            | 0.8%        |
| County (Unincorporated) |                  | 70.0% | \$ 266,014        |                  | 45.0% | \$ 320,087        | \$ 612,220                 | \$ 586,101          | 53.7%       |
| <b>Total</b>            | <b>100%</b>      |       | <b>\$ 380,020</b> | <b>100%</b>      |       | <b>\$ 711,305</b> | <b>\$ 1,019,752</b>        | <b>\$ 1,091,325</b> | <b>100%</b> |

|  | Field             | Shelter           | Total               |
|--|-------------------|-------------------|---------------------|
| FY23 Budget                                    | \$ 382,030        | \$ 1,050,687      | \$ 1,432,717        |
| Less ARC building costs                        | \$ -              | \$ (199,699)      | \$ (199,699)        |
| Less Fund Balance                              | \$ (510)          | \$ (2,716)        | \$ (3,226)          |
| Less Budgeted Fees                             | \$ (1,500)        | \$ (136,967)      | \$ (138,467)        |
| <b>Basis for County / Cities Contributions</b> | <b>\$ 380,020</b> | <b>\$ 711,305</b> | <b>\$ 1,091,325</b> |

\*County Contribution of 70% for Field and 45% Shelter with 2020 Population Census for Cities Contribution (30% Field and 55% Shelter)

SUBCHAPTER G. STOPPING, STANDING, AND PARKING

Sec. 545.301. STOPPING, STANDING, OR PARKING OUTSIDE A BUSINESS OR RESIDENCE DISTRICT. (a) An operator may not stop, park, or leave standing an attended or unattended vehicle on the main traveled part of a highway outside a business or residence district unless:

(1) stopping, parking, or leaving the vehicle off the main traveled part of the highway is not practicable;

(2) a width of highway beside the vehicle is unobstructed and open for the passage of other vehicles; and

(3) the vehicle is in clear view for at least 200 feet in each direction on the highway.

(b) This section does not apply to an operator of:

(1) a vehicle that is disabled while on the paved or main traveled part of a highway if it is impossible to avoid stopping and temporarily leaving the vehicle on the highway;

(2) a vehicle used exclusively to transport solid, semisolid, or liquid waste operated at the time in connection with the removal or transportation of solid, semisolid, or liquid waste from a location adjacent to the highway; or

(3) a tow truck, as defined by Section 545.157(e), that is performing towing duties under Chapter 2308, Occupations Code.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 782 (S.B. 1093), Sec. 3, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 229 (H.B. 378), Sec. 2, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 6 (S.B. 510), Sec. 2, eff. September 1, 2013.

Sec. 545.302. STOPPING, STANDING, OR PARKING PROHIBITED IN CERTAIN PLACES.

(a) An operator may not stop, stand, or park a vehicle:

(1) on the roadway side of a vehicle stopped or parked at the edge or curb of a street;

(2) on a sidewalk;

(3) in an intersection;

(4) on a crosswalk;

(5) between a safety zone and the adjacent curb or within 30 feet of a place on the curb immediately opposite the ends of a safety zone, unless the governing body of a municipality designates a different length by signs or markings;

(6) alongside or opposite a street excavation or obstruction if stopping, standing, or parking the vehicle would obstruct traffic;

(7) on a bridge or other elevated structure on a highway or in a highway tunnel;

(8) on a railroad track; or

(9) where an official sign prohibits stopping.

(b) An operator may not, except momentarily to pick up or discharge a passenger, stand or park an occupied or unoccupied vehicle:

(1) in front of a public or private driveway;

(2) within 15 feet of a fire hydrant;

(3) within 20 feet of a crosswalk at an intersection;

(4) within 30 feet on the approach to a flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway;

(5) within 20 feet of the driveway entrance to a fire station and on the side of a street opposite the entrance to a fire station within 75 feet of the entrance, if the entrance is properly marked with a sign; or

(6) where an official sign prohibits standing.

(c) An operator may not, except temporarily to load or unload merchandise or passengers, park an occupied or unoccupied vehicle:

(1) within 50 feet of the nearest rail of a railroad crossing; or

(2) where an official sign prohibits parking.

(d) A person may stop, stand, or park a bicycle on a sidewalk if the bicycle does not impede the normal and reasonable movement of pedestrian or other traffic on the sidewalk.

(e) A municipality may adopt an ordinance exempting a private vehicle operated by an elevator constructor responding to an elevator emergency from Subsections (a)(1), (a)(5), (a)(6), (a)(9), (b), and (c).

(f) Subsections (a), (b), and (c) do not apply if the avoidance of conflict with other traffic is necessary or if the operator is complying with the law or the directions of a police officer or official traffic-control device.

(g) If the governing body of a municipality determines that it is necessary to improve the economic development of the municipality's central business district and that it will not adversely affect public safety, the governing body may adopt an ordinance regulating the standing, stopping, or parking of a vehicle at a place described by Subsection (a)(1), other than a road or highway in the state highway system, in the central business district of the municipality as defined in the ordinance. To the extent of any conflict between the ordinance and Subsection (a)(1), the ordinance controls.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 814, Sec. 1, eff. June 18, 1999.

Sec. 545.303. ADDITIONAL PARKING REGULATIONS. (a) An operator who stops

or parks on a two-way roadway shall do so with the right-hand wheels of the vehicle parallel to and within 18 inches of the right-hand curb or edge of the roadway.

(b) An operator who stops or parks on a one-way roadway shall stop or park the vehicle parallel to the curb or edge of the roadway in the direction of authorized traffic movement with the right-hand wheels within 18 inches of the right-hand curb or edge of the roadway or the left-hand wheels within 18 inches of the left-hand curb or edge of the roadway. This subsection does not apply where a local ordinance otherwise regulates stopping or parking on the one-way roadway.

(c) A local authority by ordinance may permit angle parking on a roadway. This subsection does not apply to a federal-aid or state highway unless the director of the Texas Department of Transportation determines that the roadway is wide enough to permit angle parking without interfering with the free movement of traffic.

(d) The Texas Department of Transportation, on a highway under the jurisdiction of that department, may place signs prohibiting or restricting the stopping, standing, or parking of a vehicle on the highway where the director of the Texas Department of Transportation determines that stopping, standing, or parking is dangerous to, or would unduly interfere with, the free movement of traffic on the highway.

(e) To the extent of any conflict between Subsection (a) or (b) and a municipal ordinance adopted under Section 545.302(g), the ordinance controls.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 814, Sec. 2, eff. June 18, 1999.

Sec. 545.304. MOVING THE VEHICLE OF ANOTHER; UNLAWFUL PARKING. A person may not move a vehicle that is not lawfully under the person's control:

- (1) into an area where a vehicle is prohibited under Section 545.302;
- or
- (2) away from a curb a distance that is unlawful under Section 545.303.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 545.305. REMOVAL OF UNLAWFULLY STOPPED VEHICLE.

Text of subsection effective until January 01, 2025

(a) A peace officer listed under Article 2.12, Code of Criminal Procedure, or a license and weight inspector of the department may remove or require the operator or a person in charge of a vehicle to move a vehicle from a

highway if the vehicle:

(1) is unattended on a bridge, viaduct, or causeway or in a tube or tunnel and the vehicle is obstructing traffic;

(2) is unlawfully parked and blocking the entrance to a private driveway;

(3) has been reported as stolen;

(4) is identified as having been stolen in a warrant issued on the filing of a complaint;

(5) is unattended and the officer has reasonable grounds to believe that the vehicle has been abandoned for longer than 48 hours;

(6) is disabled so that normal operation is impossible or impractical and the owner or person in charge of the vehicle is:

(A) incapacitated and unable to provide for the vehicle's removal or custody; or

(B) not in the immediate vicinity of the vehicle;

(7) is disabled so that normal operation is impossible or impractical and the owner or person in charge of the vehicle does not designate a particular towing or storage company;

(8) is operated by a person an officer arrests for an alleged offense and the officer is required by law to take the person into custody; or

(9) is, in the opinion of the officer, a hazard, interferes with a normal function of a governmental agency, or because of a catastrophe, emergency, or unusual circumstance is imperiled.

Text of subsection effective on January 01, 2025

(a) A peace officer listed under Article 2A.001, Code of Criminal Procedure, or a license and weight inspector of the department may remove or require the operator or a person in charge of a vehicle to move a vehicle from a highway if the vehicle:

(1) is unattended on a bridge, viaduct, or causeway or in a tube or tunnel and the vehicle is obstructing traffic;

(2) is unlawfully parked and blocking the entrance to a private driveway;

(3) has been reported as stolen;

(4) is identified as having been stolen in a warrant issued on the filing of a complaint;

(5) is unattended and the officer has reasonable grounds to believe that the vehicle has been abandoned for longer than 48 hours;

(6) is disabled so that normal operation is impossible or impractical and the owner or person in charge of the vehicle is:

(A) incapacitated and unable to provide for the vehicle's removal or custody; or

(B) not in the immediate vicinity of the vehicle;

(7) is disabled so that normal operation is impossible or impractical and the owner or person in charge of the vehicle does not designate a particular towing or storage company;

(8) is operated by a person an officer arrests for an alleged offense and the officer is required by law to take the person into custody; or

(9) is, in the opinion of the officer, a hazard, interferes with a normal function of a governmental agency, or because of a catastrophe, emergency, or unusual circumstance is imperiled.

(b) An officer acting under Subsection (a) may require that the vehicle be taken to:

(1) the nearest garage or other place of safety;

(2) a garage designated or maintained by the governmental agency that employs the officer; or

(3) a position off the paved or main traveled part of the highway.

(c) A law enforcement agency other than the department that removes an abandoned vehicle in an unincorporated area shall notify the sheriff.

(d) The owner of a vehicle that is removed or stored under this section is liable for all reasonable towing and storage fees incurred.

(e) In this section:

(1) "Towing company" means an individual, corporation, partnership, or other association engaged in the business of towing vehicles on a highway for compensation or with the expectation of compensation for the towing or storage of the vehicles and includes the owner, operator, employee, or agent of a towing company.

(2) "Storage company" means an individual, corporation, partnership, or other association engaged in the business of storing or repairing vehicles for compensation or with the expectation of compensation for the storage or repair of vehicles and includes the owner, operator, employee, or agent of a storage company.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 2.176, eff. January 1, 2025.

Sec. 545.3051. REMOVAL OF PERSONAL PROPERTY FROM ROADWAY OR RIGHT-OF-WAY.

(a) In this section:

(1) "Authority" means:

(A) a metropolitan rapid transit authority operating under Chapter 451; or

(B) a regional transportation authority operating under Chapter 452.

(1-a) "Fire department" has the meaning assigned by Section 419.021, Government Code.

(2) "Law enforcement agency" means:

- (A) the department;
- (B) the police department of a municipality;
- (C) the sheriff's office of a county; or
- (D) a constable's office of a county.

(3) "Personal property" means:

- (A) a vehicle described by Section 545.305;
- (B) spilled cargo;
- (C) a hazardous material as defined by 49 U.S.C. Section 5102 and its subsequent amendments;
- (D) a hazardous substance as defined by Section 26.263, Water Code; or
- (E) an unattended manufactured home as defined by Section 1201.003, Occupations Code.

(b) An authority, a fire department, or a law enforcement agency may remove personal property from a roadway or right-of-way if the authority, fire department, or law enforcement agency determines that the property blocks the roadway or endangers public safety.

(c) Personal property may be removed under this section without the consent of the owner or carrier of the property.

(d) The owner and any carrier of personal property removed under this section shall reimburse the authority, fire department, or law enforcement agency for any reasonable cost of removal and disposition of the property.

(e) Notwithstanding any other provision of law, an authority, a fire department, or a law enforcement agency is not liable for:

(1) any damage to personal property removed from a roadway or right-of-way under this section, unless the removal is carried out recklessly or in a grossly negligent manner; or

(2) any damage resulting from the failure to exercise the authority granted by this section.

(f) The governing body of a political subdivision that has a fire department shall develop and implement a policy concerning the fire department consulting with law enforcement agencies regarding removal of personal property from a roadway or right-of-way.

Added by Acts 2003, 78th Leg., ch. 803, Sec. 1, eff. June 20, 2003.

Amended by:

Acts 2021, 87th Leg., R.S., Ch. 240 (H.B. 1257), Sec. 1, eff. September 1, 2021.

Acts 2023, 88th Leg., R.S., Ch. 253 (S.B. 1413), Sec. 1, eff. May 27, 2023.

Acts 2023, 88th Leg., R.S., Ch. 253 (S.B. 1413), Sec. 2, eff. May 27, 2023.

Sec. 545.306. REGULATION OF TOWING COMPANIES IN CERTAIN COUNTIES. (a) The commissioners court of a county with a population of 3.3 million or more shall by ordinance provide for the licensing of or the granting of a permit to a person to remove or store a vehicle authorized by Section 545.305 to be removed in an unincorporated area of the county. The ordinance must include rules to ensure the protection of the public and the safe and efficient operation of towing and storage services in the county and may not regulate or restrict the use of lighting equipment more than the extent allowed by state and federal law. The sheriff shall determine the rules included in the ordinance with the review and consent of the commissioners court.

(b) The commissioners court shall set the fee for the license or permit in an amount that reasonably offsets the costs of enforcing the ordinance. The commissioners court shall use each license or permit fee to pay salaries and expenses of the sheriff's office for conducting inspections to determine compliance with the ordinance and laws relating to dealers in scrap metal and salvage.



Miracle Recreation Equip. Co.  
 878 E. US Hwy 60  
 Monett, MO 65708  
 1-888-458-2752

QUOTE: R0088242145

Prepared For:  
 Brandee Lawther

Project Name & Location:

Prepared by:

Village of Tiki Island  
 802 Tiki Dr  
 Galveston, TX 77554  
 (409) 935-1427 (phone)  
 (409) 935-4670 (fax)  
 tikiisland@comcast.com

Attn: Shade Topper  
 Replacement

May Recreation Equipment & Design  
 LP

3 Sunspree Place  
 The Woodlands, TX 77382 USA  
 (281) 288-1412 (phone)  
 (281) 288-0043 (fax)  
 jeff@mayrecreation.com

Ship To Address:  
 Matt Wanner  
 Reliant Installations  
 2144 FM 359  
 Pattison, TX 77423  
 (713) 725-9332 (phone)  
 Matt@mayrecreation.com

End User:

Quote Number: R0088242145  
 Quote Date: 8/6/2024  
 Valid For: 30 Days From Quote Date

### PlayArea\_Q1

Product line: KidsChoice  
 Age group:

### Global defaults

PlayShade Std Fabric  
 Post

Royal Blue Std Fabric  
 RED

### Components

| Part Number | Description                                  | Qty | Weight | Unit Price | Total     |
|-------------|--|-----|--------|------------|-----------|
| 71466920P   | PLAYCOVER PYRAMID 20' X 20', STANDARD FABRIC | 1   | 540.00 | 10,728.00  | 10,728.00 |

### Additional Items

| Part Number  | Description                | Qty | Weight | Unit Price | Total |
|--------------|----------------------------|-----|--------|------------|-------|
| 925961       | THUMB DRIVE 2GB - MREC     | 1   | 0.00   | 0.00       | 0.00  |
| INSTALL BOOK | INSTALL BOOK FOR PP ORDERS | 1   | 0.00   | 0.00       | 0.00  |



3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

# MARTINEZ CONSTRUCTION

August 15, 2024

**PROPOSAL**

**#1286**

| To:             |  | From:          |  |
|-----------------|--|----------------|--|
| <b>Customer</b> | Goldie Teltschick  | <b>Owner</b>   | Isaias Martinez  |
| <b>Address</b>  | Road Repair  | <b>Address</b> | 3814 Sealy, Galveston, TX,<br>77550  |
| <b>Phone</b>    | (713) 270-5300   | <b>Phone</b>   | (409) 457-4221   |
| <b>Email</b>    | <a href="mailto:teltschick@gmail.com">teltschick@gmail.com</a> | <b>Email</b>   | <a href="mailto:construction.martinez@yahoo.com">construction.martinez@yahoo.com</a> |

## Job Description

We will repair the road at various addresses. Each location will be a full street width repair where we will:

- Sawcut, break, and remove existing failed concrete
- Haul off and dispose of waste materials to approved offsite location
- Install 6 inches of 1.5 sack cement stabilized sand as needed
- Dowel into existing pavement every 12 inches on center at the perimeter
- Tie and install mats of #14 rebar on 12 inch centers and install 2.25 inch plastic chairs to raise steel
- Form and pour 7 inches of 3,500 psi concrete with surrounding concrete; barricade area for 72 hours.
- Maintain one way traffic at all times.

At 403 Westerly is an area of approximately 210 square feet, at 442 and 437 Amanda Circle is an area of approximately 1,575 square feet and at 442 Jeanie Lynn an area of approximately 126 square feet.

**Total Cost: \$21,977 (labor and materials)**

**10% Contingency \$2,198.00**

**If you have any questions or concerns, feel free to contact me at any time.**

## Martinez Construction

3814 Sealy, Galveston, TX, 77550 | (409) 457-4221  
[construction.martinez@yahoo.com](mailto:construction.martinez@yahoo.com)