

KYLE CITY COUNCIL MEETING

JULY 5, 2011



ESTABLISHED 1880

KYLE CITY COUNCIL MEETING

JULY 5, 2011

I. Call Meeting to Order

I. Approval of Minutes

1. City Council Regular Meeting – June 21, 2011
~ *Amelia Sanchez, City Secretary*

III. Citizen Comment Period With City Council

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KYLE CITY COUNCIL MEETING

JULY 5, 2011

IV. Presentations

2. Recognition of Employee of the Month for the Month of June
~ *Lanny Lambert, City Manager*

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KYLE CITY COUNCIL MEETING

JULY 5, 2011

IV. Presentations, cont

3. Presentation by the Kyle Police Employee Association regarding association activities
~ *Sergeant Tracy Vrana*

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INFORMATION STATEMENT AND COMMITTEE APPLICATION

RECEIVED 10-21-11

Thank you for offering your services to the city of Kyle. Lucy Johnson, Mayor

| | |
|----------------------------------|---------------------------------|
| NAME: Daphne Tenorio | TELEPHONE: (512) 293 0916 |
| ADDRESS: 161 Orion Ct Kyle TX | EMAIL: daphne@tenoriofamily.org |
| SUBDIVISION: | CURRENT OCCUPATION: |

COMMITTEES YOU ARE INTERESTED IN (rank by preference):

- 1) Planning & zoning
- 2)
- 3)
- 3)

PROFESSIONAL / EDUCATION / WORK BACKGROUND

Accountant
Education
Mom

LIST ANY COMMUNITY / COMMITTEE INVOLVEMENT:

Hays CISD clothing closet
PMA
Three Gifts

SPECIAL KNOWLEDGE OR EXPERIENCE APPLICABLE TO BOARD OR COMMISSION OF INTEREST.

Thank you for taking the time to complete this application. The information will be helpful to the members of City Council in making appointments. You will be contacted before any action is taken on your appointment.

RESIDENT OF KYLE FOR 10 YEARS. ARE YOU REGISTERED TO VOTE IN THE CITY OF KYLE? YES NO

Please return this form to: City of Kyle, Attn: Mayor, Johnson, 100 W. Center St., Kyle, TX 78640.

Signature of Applicant: [Signature] Date _____



KYLE CITY COUNCIL MEETING

JULY 5, 2011

V. Appointments

4. Consideration of Nomination for Appointment to the Planning and Zoning Commission
~ *Mayor Lucy Johnson*

Daphne Tenorio, Seat Five

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KYLE CITY COUNCIL MEETING

JULY 5, 2011

V. Appointments, cont...

5. Consideration of Nomination(s) for Appointment to the Community Relations Committee

~ Council Member Brad Pickett

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KYLE CITY COUNCIL MEETING

JULY 5, 2011

VI. Consent

6. Consideration and Possible Action on Approval of the Interlocal Contract between the Capital Area Council of Governments (CAPCOG) and the City of Kyle, Texas for Public Service Answering Points (PSAP) Maintenance, Equipment Upgrade, and Training
~ *Jeff Barnett, Chief of Police*

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**Capital Area
Council of
Governments**

6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

512.916.6000
FAX 512.916.6001

www.capcog.org

Bastrop

Blanco

Burnet

Caldwell

Fayette

Hays

Lee

Llano

Travis

Williamson

Counties

June 17, 2011

City of Kyle
Lanny Lambert
City Manager
100 W. Center Street
Kyle, TX 78640

RE: FY2012/2013 PSAP Interlocal

Dear Mr. Lambert:

Please find the enclosed FY 2012/2013 PSAP Interlocal (2 originals). The documents describe how both your entity and CAPCOG will accomplish the delivery of 9-1-1 service throughout the biennium.

I respectfully request you sign and return all originals to our office by August 15, 2011. The new fiscal year starts September 1, 2011 and this will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you. Please note that without the signed Interlocal in place CAPCOG is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

Should you have any questions, please feel free to contact me at (512) 916-6044.

Sincerely,

Gregg Obuch
Director of Emergency Communications

Y O F
L E E

H E D 1 8 8 0

CAPITAL AREA COUNCIL OF GOVERNMENTS

INTERLOCAL CONTRACT FOR PSAP MAINTENANCE, EQUIPMENT UPGRADE,
AND TRAINING

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, chapter 391 of the Local Government Code, as amended. CAPCOG has developed a *Strategic Plan* to establish and maintain 9-1-1 emergency telephone service in State Planning Region 12, and the Texas Commission on State Emergency Communications has approved its current *Plan*.

1.2. The City of Kyle ("Public Agency") is a Texas home-rule municipality that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the *Strategic Plan* as authorized by chapter 771 of the Health and Safety Code.

1.3. This contract is entered into between CAPCOG and Public Agency under chapter 791 of the Government Code so that Public Agency can maintain its PSAP(s), upgrade its equipment, and train its personnel to participate in the enhanced 9-1-1 emergency telephone system in the Region.

Sec. 2. Goods and Services

2.1. Public Agency agrees to:

- (1) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of its PSAP(s);
- (2) upgrade its PSAP equipment and software, as authorized in the current *Strategic Plan*, by requesting CAPCOG to purchase new equipment and software;
- (3) protect the PSAP equipment and secure the premises of its PSAP(s) against unauthorized entrance or use;
- (4) practice preventive maintenance for the PSAP equipment;
- (5) provide emergency communications training to call-takers/dispatchers as described in CAPCOG's *9-1-1 Policies and Procedures Manual*;
- (6) protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Communications Department in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

(7) use the Emergency Notification Services database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.

Sec. 3. Contract Price and Payment Terms

3.1. CAPCOG agrees to compensate Public Agency in the total amount of not to exceed \$500.00 for its performance of this contract.

3.2. Within 30 calendar days after the effective date of this contract, CAPCOG agrees to pay Public Agency \$ 500.00 for the purchase of supplies authorized by the current *Strategic Plan*.

3.3. If Public Agency made expenditures under this contract in violation of applicable law or policy described in Sec. 6, Public Agency agrees to repay CAPCOG for those expenditures within 60 calendar days from the date CAPCOG notifies Public Agency of the repayment amount due and the reason repayment is required. If Public Agency does not repay the reimbursement when required, CAPCOG may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.

3.4. (a) Before the 60-day repayment period expires, Public Agency may appeal in writing to CAPCOG its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAPCOG in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. CAPCOG agrees to submit the appeal or proposal or both to the Texas Commission on State Emergency Communications with its recommendation and to furnish Public Agency with a copy of its recommendation. The Commission's decision on Public Agency's appeal or proposal or both is final.

(b) The appeal authorized by Sec. 3.4 (a) is the only mechanism for challenging CAPCOG's determination under Sec. 3.3 that Public Agency repay the reimbursement. The early termination provisions of Sec. 10 and dispute resolution process of Sec. 11 are not available to challenge CAPCOG's determination.

Sec. 4. Effective Date and Term of Contract

4.1. This contract takes effect September 1, 2011 and it ends, unless sooner terminated under Sec. 10, on August 31, 2013.

Sec. 5. Performance Reports

5.1. Public Agency agrees to report to CAPCOG, by the 20th of each month, on its performance of this contract using the CAPCOG reporting tool located at psap.capcog.org or at the latest URL address provided by CAPCOG.

Sec. 6. Compliance with Applicable Law and Policy

6.1. Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code; rules implementing the Act contained in title I, part XII, Texas Administrative Code; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); Texas Commission on State Emergency Communications, *9-1-1 PROGRAMS Policies and Procedures and Program Policy Statements*; the current CAPCOG *Strategic Plan*; and CAPCOG's *9-1-1 Policies and Procedures Manual* and *ENS Policies & Procedures*.

Sec. 7. Independent Contractor, Assignment and Subcontracting

7.1. Public Agency is not an employee or agent of CAPCOG, but furnishes goods and services under this contract solely as an independent contractor.

7.2. Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 7.2 is void.

7.3. If CAPCOG consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Sec. 8. Records and Monitoring

8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

8.2. Subject to the additional requirement of Sec. 8.3, Public Agency agrees to preserve the records for three state fiscal years after receiving its final payment under this contract.

8.3. If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4. CAPCOG is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as

long as they are preserved. CAPCOG is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. CAPCOG will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Sec. 6. CAPCOG will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAPCOG agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Sec. 8. Upon receipt of CAPCOG's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

8.7. The Texas Commission on State Emergency Communications and the Texas State Auditor have the same inspection, copying, and visitation rights as CAPCOG.

Sec. 9. Nondiscrimination and Equal Opportunity

9.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAPCOG's *9-1-1 Policies and Procedures Manual*.

Sec. 10. Suspension and Early Termination of Contract

10.1. Public Agency acknowledges that CAPCOG's sole source of funding for this contract is a legislative appropriation distributed under contract between CAPCOG and the Texas Commission on State Emergency Communications. If the Commission does not make timely payments to CAPCOG under its contract, CAPCOG may suspend payment to Public Agency under this contract by giving Public Agency notice of the suspension. The suspension is effective five business days after Public Agency's receipt of the notice. Upon suspension of payment, Public Agency's obligations under this contract are also suspended until CAPCOG resumes payment. If the suspension continues for a cumulative total of 30 or more calendar days, or if the Commission terminates its contract with CAPCOG, CAPCOG or Public Agency may terminate this contract by giving the other notice of termination, and this contract terminates five business days after the receipt of notice.

10.2. Except as provided in Secs. 3.3 and 3.4, if CAPCOG or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good

faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 11.

10.3. If CAPCOG suspends payment to Public Agency under Sec. 10.1, or if this contract is terminated under Sec. 10.1 or 10.2, CAPCOG and Public Agency are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

10.4. Termination for breach under Sec. 10.2 does not waive either party's claim for damages resulting from the breach, and both CAPCOG and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.5. The ending of this contract under Sec. 4 or its early termination under this Sec. 10 does not affect Public Agency's duty:

- (1) to repay CAPCOG for expenditures made in violation of applicable law or policy in accordance with paragraphs 3.3 and 3.4;
- (2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Sec. 8.

Sec. 11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Sec. 11, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec.

11.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

CAPITAL AREA COUNCIL OF GOVERNMENTS

INTERLOCAL CONTRACT FOR PSAP MAINTENANCE, EQUIPMENT UPGRADE, AND TRAINING

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JULY 5, 2011

VI. Consent, cont...

7. Hidden Oaks Section Two Replat of Lots 65 and 66R (SFP-11-003)
1.575 acres; 3 commercial lots
Owner: Kyle Vet Holdings LLC and Tri Vet Properties LLC
Agent: Ward Richter, Richter Resources, Inc.
~ *Shira Rodgers, Director of Planning*

Planning and Zoning Commission voted 5-0 to Statutorily Disapprove the replat to meet the 30 day statutory requirement.

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KYLE CITY COUNCIL MEETING

JULY 5, 2011

VI. Consent, cont...

9. Kyle Towne Center Replat of Lot 1 Block A (SFP-11-004)
80.801 acres; 2 commercial lots
Located at the southwest intersection of Kyle Crossing and IH-35
Owner: Sterling/Babcock & Brown, LP
Agent: Doucet & Associates, Inc.
~ *Shira Rodgers, Director of Planning*

Planning and Zoning Commission voted 5-0 to Statutorily Disapprove the replat to meet the 30 day statutory requirements.

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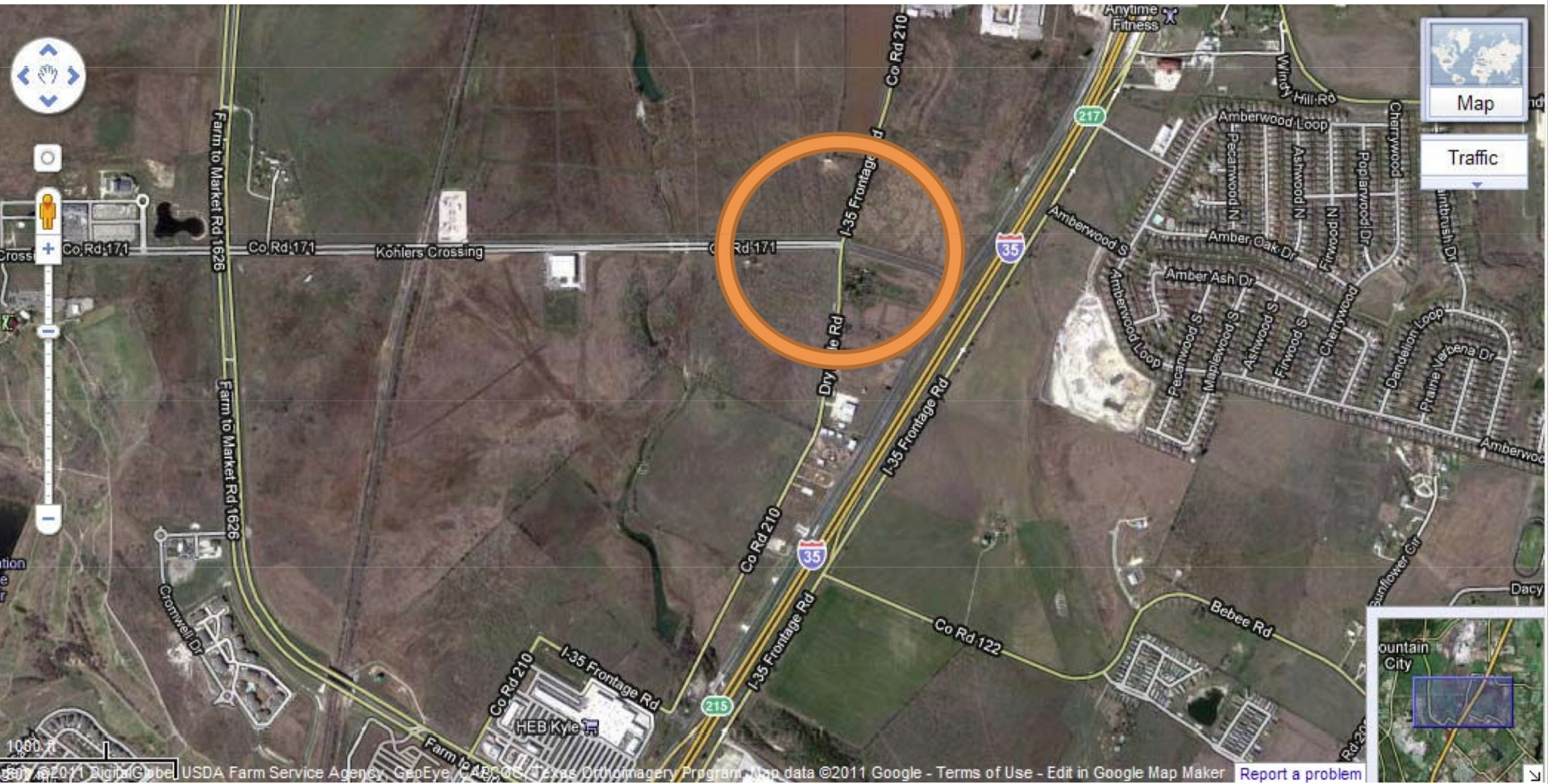
KYLE CITY COUNCIL MEETING

JULY 5, 2011

VI. Consent, cont...

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

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ORDINANCE NO. _____

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

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

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

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

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

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

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

- a) *Kohler Crossing*, at the intersection of Kyle Crossing
- b) *Kyle Crossing*, at the intersection of Kohler Crossing

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

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

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

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

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

PASSED AND APPROVED on First Reading this ____ day of _____, 2011.

FINALLY PASSED AND APPROVED on this the ____ day of _____, 2011.

ATTEST:

THE CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor

KYLE CITY COUNCIL MEETING

JULY 5, 2011

VI. Consent, cont...

11. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT BETWEEN THE CITY OF KYLE, TEXAS AND T.F. HARPER & ASSOCIATES LP FOR CONSTRUCTION WORK RELATED TO LAKE KYLE AS FURTHER DESCRIBED IN ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

~ Kerry Urbanowicz, Director of Parks, Recreation & Facility Maintenance

ESTABLISHED 1880

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT BETWEEN THE CITY OF KYLE, TEXAS AND T.F. HARPER & ASSOCIATES LP FOR CONSTRUCTION WORK RELATED TO LAKE KYLE AS FURTHER DESCRIBED IN ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle acquired and dedicated parkland on Lehman Road for the purpose of developing a city park, here forth known as Lake Kyle; and,

Whereas, the City of Kyle has secured grant funding for the construction and development of the park to be known as Lake Kyle.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, HAYS COUNTY, TEXAS, THAT:

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

Section 2. Authorization. The Mayor is hereby authorized to execute the agreement between the City of Kyle and T.F. Harper & Associates, LP, a copy of which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Budget Approval. The current *FY2010-11 Annual Operating Budget* has been amended to adequately fund this contract with grant funding secured through Texas Parks & Wildlife Department and Hays County Parks Grants Bond.

Section 4. Certification of Funds. The City Manager and/or Finance Director do hereby certify, in compliance with the specific requirements of Article VIII, Section 8.10 of the *Kyle City Charter*, that there is to the credit of such office, department, or agency as described herein sufficient unencumbered funds and appropriations, as approved in the aforementioned *FY2010-11 Annual Operating Budget*, to pay for the contractual services that are the subject matter of this Resolution.

Section 5. Effective Date. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

Section 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.



KYLE CITY COUNCIL MEETING

JULY 5, 2011

VI. Consent, cont...

12. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ACCEPTING A 0.116 ACRE PUBLIC UTILITY EASEMENT CONVEYED BY WHITED ENTERPRISES, LLC, OUT OF LOT 2, BLOCK A, RJ SUBDIVISION; PROVIDING FOR OPEN MEETINGS AND RELATED MATTERS

~ Shira Rodgers, Director of Planning

ESTABLISHED 1880

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS
ACCEPTING A 0.116 ACRE PUBLIC UTILITY EASEMENT CONVEYED BY
WHITED ENTERPRISES, LLC, OUT OF LOT 2, BLOCK A, RJ SUBDIVISION;
PROVIDING FOR OPEN MEETINGS AND RELATED MATTERS.**

WHEREAS, the City specifically desires to accept and has determined it necessary as it relates to the property, an approximately 0.116 acre Public Utility Easement, over and across a portion of Lot 2, Block A, RJ Subdivision, a subdivision recorded in Hays County, conveyed in Volume 10, Page 158 in the Official Public Records of Hays County, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS;

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

Section 2. Acceptance of Easement. The Council hereby accepts Easement over and across all or a portion of that certain real property located in Kyle, Hays County, Texas, as more particularly described in Exhibit "A" and shown in Exhibit "B".

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this ____ day of _____, 2011.

ATTEST

CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor

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UTILITY EASEMENT

DATE: April 4, 2010 2011

GRANTOR: **Whited Enterprises, LLC**

GRANTOR'S MAILING ADDRESS (including County): **1604 Cliffwood Drive
Austin, TX 78733**

GRANTEE: **City of Kyle, Texas**

GRANTEE'S MAILING ADDRESS (including County): **100 West Center Street
Kyle, Hays County, Texas 78611**

LIENHOLDER: **None**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A ten foot (10') wide utility easement, containing 0.116 acres, more or less, over a portion of Lot 2, Block A, R J Subdivision, a subdivision of record in Vol. 10, Page 158, of the Hays County Plat Records, said easement being more fully described in the legal description attached as Exhibit "A" and as shown in Exhibit "B" hereto and made a part hereof for all purposes.

A Twenty Foot (20') Wide Temporary Construction Easement, adjacent to said 5' wide Utility Easement. This Temporary Construction Easement shall terminate at the completion of construction of utility line.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for water and wastewater mains, lines and pipes, and the supplying of water and/or sanitary sewer service or other such utility services in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" and as shown in Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto

GRANTEE, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR: Whited Enterprises, LLC

by Kelley Whited
Kelley Whited, Member

THE STATE OF TEXAS:

COUNTY OF HAY:

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Kelley Whited**, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 02 day of March 2010.

(SEAL) [Signature]

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City Secretary
City of Kyle, Texas
100 West Center Street
Kyle, Texas 78640



FIELD NOTES FOR A TEN FOOT UTILITY EASEMENT OUT OF LOT 2, BLOCK A, R J
SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 10, PAGE 158, PLAT RECORDS
HAYS COUNTY, TEXAS

BEGINNING FOR REFERENCE at a ½ " iron rod being the South corner of Lot 2 and being in the
center of a 50 foot wide right-of-way easement known as Creekside Trail (Volume 340, Page 504);

THENCE N 45°04'48" E with the easterly line of Lot 2, same being the centerline of Creekside Trail, for
a distance of 5.00 feet to a point for the south corner of the herein described easement and the POINT OF
BEGINNING;

THENCE continuing N 45°04'48" E with the easterly line of Lot 2, same being the centerline of
Creekside Trail, for a distance of 10.00 feet to a point being the east corner of said easement;

THENCE N 44°54'53" W for a distance of 505.52 feet to a point in the westerly line of Lot 2 for the
north corner of the easement described herein;

THENCE S 45°03'00" W for a distance of 10.00 feet with the westerly line of Lot 2 to a point for the
west corner of the easement described herein;

THENCE S 44°54'53" E for a distance of 505.51 feet to the POINT OF BEGINNING and containing
0.116 acres of land.

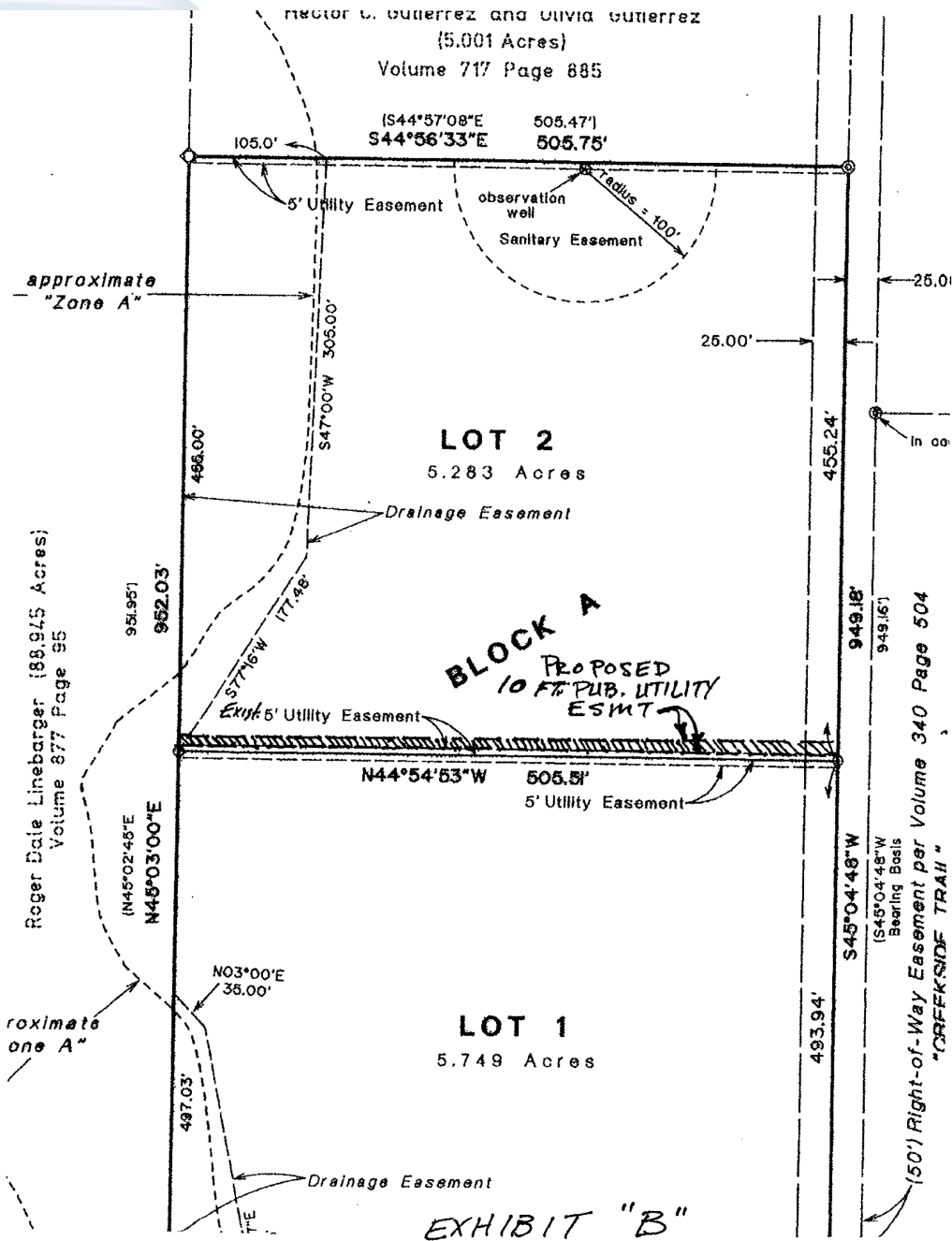
The undersigned does hereby certify that the field notes for the easement described above was prepared
by the undersigned based on information shown on the recorded subdivision plat.

Melvin B. Hodgkiss
Melvin B. Hodgkiss, RPLS No. 2808
Hodgkiss Surveying, Firm No. 100575-00

1-14-2011
Date Signed



EXHIBIT "A"



KYLE CITY COUNCIL MEETING

JULY 5, 2011

VII. Consider and Possible Action

13. A RESOLUTION OF THE CITY OF KYLE, TEXAS, ESTABLISHING THE ADVISORY REDISTRICTING COMMITTEE; AMENDING CONFLICTING RESOLUTIONS; PROVIDING FOR DUTIES, MEMBERSHIP, TERMS, APPOINTMENTS; AND PROVIDING FOR RELATED MATTERS

~ Frank Garza, City Attorney

Appointment - Mayor, Bob Barton

Appointment - District 1, Ray Bryant

Appointment - District 2, Glenn Whitaker

Appointment - District 3, Cecilia Peche

Appointment - District 4, James Adkins

Appointment - District 5, Andrea Cunningham

Appointment - District 6, Christie Smith

ESTABLISHED 1880

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, ESTABLISHING THE ADVISORY REDISTRICTING COMMITTEE; AMENDING CONFLICTING RESOLUTIONS; PROVIDING FOR DUTIES, MEMBERSHIP, TERMS, APPOINTMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Kyle desires to establish an Advisory Redistricting Committee to assist in the development of the new city council district boundaries and to promote efficient governmental operations and involvement of citizens in the revision of the council boundaries.

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Committees Established. Advisory Redistricting Committee is hereby created.

Section 3. Duties.

(a) **General Duties.** The committees shall function in an advisory capacity only to the Council, and in such advisory capacity shall have the duties to provide input and guidance on the revision to current City Council Districts based on the 2010 census information. Committee shall be provided a copy of Council Resolution No. _____, adopted on June 21, 2011 establishing criteria to be used when developing the new district boundaries.

Section 4. Membership and Appointments, Term of Office and Vacancy.

(a) **Membership and Appointment.** The committee shall be composed seven (7) residents of the City (the "citizen members"), with one citizen member chosen from each single member voting district and four citizen members chosen from the City at large (the "citizen members"). The City Council shall appoint members of the committee upon the recommendation of the Mayor.

(b) **Members' Terms and Vacancy.** The members of the Committee shall serve until the City Council adopts a final plan to be submitted to the Department of Justice. Vacancies shall be filled by appointment by the City Council upon the recommendation of the Mayor in accordance with Section 4(a). Newly appointed members shall be installed at the first regular meeting after their appointment.

(c) **Compensation.** Committee members shall serve without compensation.

- (d) Chairperson and Vice-Chairperson. The Chairperson shall be appointed by the Mayor and the Vice-Chairperson shall be appointed by the Committee. The Vice-Chairperson shall serve as Chairperson in the absence of the Chairperson.
- (e) Dismissal of Members. The Council shall have the authority to dismiss members with or without cause or to abolish the committee with or without cause.

Section 5. Committee Meetings.

- (a) Regular Meetings. The committee shall hold at least one (1) regular meeting every other week during the development of the city council district boundaries. The City Secretary shall post a copy of the agenda in the City Hall for a period of least 72 hours prior to the time of the meeting.
- (b) Special Meetings. The committees may hold special meetings upon the request of the Chairperson, the Mayor, the City Manager, City Attorney, or upon the written request of three (3) committee members.
- (c) Quorum. A quorum shall consist of four (4) members. A motion to approve any matter before a committee or to recommend approval of any request requiring City Council action shall require a majority vote of the quorum members present.
- (d) Voting. Voting shall be by roll call vote, and the Chairperson shall be entitled to vote on any matter before the committee.

Section 6. Removal Upon Excessive Unexcused Absences From Meetings or Moving Outside City Limits.

- (a) Unexcused Absences. If a member of a committee is absent for three regular consecutive meetings, the member's office is considered vacant unless the member is sick or has first obtained a leave of absence at a regular meeting. The committee in question shall be the judge of whether the member has had three such consecutive unexcused absences.
- (b) Moving Outside City Limits. Membership on a committee is automatically terminated if a member moves outside the City limits.

Section 7. Repeal of Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 8. Open Meetings. That it is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

KYLE CITY COUNCIL MEETING

JULY 5, 2011

VII. Consider and Possible Action, cont...

- 14. (First Reading) AN ORDINANCE AMENDING CHAPTER 53 ZONING, ARTICLE II ZONING DISTRICTS AND REGULATIONS, DIVISION 1 GENERALLY, SECTION 53-33 CHART 2 AND CHART 3 TO AMEND THE CENTRAL BUSINESS DISTRICTS 1 AND 2 OF THE CITY OF KYLE, CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF*

~ Shira Rodgers, Director of Planning

Planning and Zoning Commission voted 6-0 to approve the amendment

ESTABLISHED 1880



**CITY COUNCIL AGENDA
July 5, 2011**

Item/Subject: Consider And Possible Action Regarding An Ordinance Amending Chapter 53 Zoning, Article II Zoning Districts And Regulations, Division 1 Generally, Section 53-33 Chart 2 And Chart 3 To Amend The Central Business Districts 1 And 2 Of The City Of Kyle, Code Of Ordinances. (Public Hearing And First Reading of Ordinance).

Initiating Dept: Planning

Commentary

INFORMATION:

This is an amendment to the Central Business District 1 and 2. The amendment tries to clear up some confusion regarding the maximum lot coverage and the zero setbacks allowed within the Central Business District 2.

Chart 2 Maximum Lot Coverage states that 60 or 65 percent maximum lot coverage is allowed which contradicts Chart 1 within the Zoning Ordinance. Chart 1 allows for the Central Business District 2 to have zero setbacks.

Chart 2 does refer to a note that states that City Council has the flexibility to waive the 60/65 percent maximum lot coverage. However there still seemed to be some confusion regarding this. Therefore city staff proceeded with a proposed revision to the ordinance.

Planning and Zoning Commission Recommendation to the City Council:

On June 28, 2011 the Planning and Zoning Commission held a public hearing at which the Planning and Zoning Commission voted 6-0 to recommend the City Council approve the variance request. The Planning and Zoning Commission also recommended to staff that another revision to the Central Business District 2 be brought back to them at their next meeting in July to allow for some type of multi-family within the CBD-2 District. The following Commissioners voted *yes* to recommend approval: Chairman Cale Baese, Vice Chairman John Atkins, Mike Rubsam, Jenny DiLeo, Cicely Kay, and Samantha Bellows.

Planning & Zoning Commission Public Hearing:

Lila Knight stated that she would like for the Commissioner's to consider another revision to the Central Business District 2 (CBD-2) to allow for multi-family since a multi-family project was just approved within the CBD-2 for the Barton Word Building.

Public Information Plan:

June 8, 2011 : Public notice of the Planning and Zoning Commission and City Council public hearings published in the Hays Free Press.
June 28, 2011: Planning and Zoning Commission public hearing and recommendation to City Council.
July 5, 2011: City Council public hearing and first reading of ordinance

FILED
30

Red font indicates additions
Strike through indicates deletions

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 ZONING, ARTICLE II ZONING DISTRICTS AND REGULATIONS, DIVISION 1 GENERALLY, SECTION 53-33 CHART 2 AND CHART 3 TO AMEND THE CENTRAL BUSINESS DISTRICTS 1 AND 2 OF THE CITY OF KYLE, CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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

SECTION 1: That Chapter 53 Zoning, Article II Zoning Districts and Regulations, Division 1 Generally, Section 53-33 Chart 2, City of Kyle Code of Ordinances (the "Code") is hereby amended as written:

**CHAPTER 53 ZONING
ARTICLE II ZONING DISTRICTS AND REGULATIONS
DIVISION 1 GENERALLY
SECTION 53-33 CHART 2**

| District | Chart 2 Maximum Lot Coverage | |
|----------|---------------------------------|--|
| | Main buildings (in percent) | Main building and accessory buildings (in percent) |
| R-1-1 | 35 | 40 |
| R-1-2 | 35 | 45 |
| R-1-A | 40 | 60 |
| R-1-T | 40 | 60 |
| R-1-C | 40 | 50 |
| R-2 | 40 | 50 |
| R-3-1 | 40 | 50 |

| | | |
|-----------------|-------------------|-----------------------|
| R-3-2 | 40 | 50 |
| R-3-2 | 40 | 50 |
| CBD-1 and CDB-2 | 60 ⁽¹⁾ | 65 ^{(2) (1)} |
| CBD-2 | 100 | 100 |
| RS | 60 | 65 |
| HS | 60 | 65 |
| W | 50 | 60 |
| CM | 40 | 45 |
| E | 60 | 65 |
| TU | 60 | 65 |

Note—Open off-street parking and loading areas will not be considered as lot coverage under this subsection.

(1) To preserve the history and small town ambiance of the central business district No. 2 (CBD-2) that has historically served as the downtown business area, the city council may, based on a site plan and proposed building plans that are compatible with existing buildings, waive the maximum lot coverage on a case by case basis for buildings within CBD-2.

(1) (2) Maximum lot coverage of 70 percent for the main building and for all buildings is permitted for the buildings and the on lots on which where existing buildings were located prior to the date of the ordinance from which this chapter is derived. ~~for only the specific~~ **This only applies to** buildings that existed on the date of the ordinance from which this chapter is derived, and that are within the area hereafter zoned CBD-1. or CDB-2. ~~With this exception only, unless specifically approved by the city council as provided in note (1), the maximum lot coverage within the CBD-1 and CBD-2 districts shall be the same as in the RS districts.~~

(m) *Floor area ratio.* Except as hereinafter provided, no building or structure may be erected, added to or altered to exceed the maximum floor area ratio standards in the various zoning districts as set forth in chart 3 in this subsection. In the zoning districts listed in the chart in this subsection, the maximum floor area ratio (FAR) for any building or structure shall be as follows:

SECTION 2: That Chapter 53 Zoning, Article II Zoning Districts and Regulations, Division 1 Generally, Section 53-33 Chart 3, City of Kyle Code of Ordinances (the “Code”) is hereby amended as written:

**CHAPTER 53 ZONING
ARTICLE II ZONING DISTRICTS AND REGULATIONS
DIVISION 1 GENERALLY
SECTION 53-33 CHART 3**

| Chart 3 | |
|-----------------|--|
| District | Building Area, Maximum Floor Area Ratio to Land Area |
| CBD-1 and CDB-2 | 1.8:1 |
| CBD-2 | 2.5:1 |
| RS | 1.8:1 |
| HS | 1.8:1 |
| W | 1.5:1 |
| CM | 1.2:1 |
| E | 1.8:1 |
| TU | 1.8:1 |

SECTION 3: If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle, in adopting this ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the ___ day of _____2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.



KYLE CITY COUNCIL MEETING

JULY 5, 2011

VII. Consider and Possible Action, cont...

15. *(First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS AMENDING PART II CHAPTER 41 ARTICLE V SECTION 41-147 (a) OF THE CITY CODE PERTAINING TO PARKLAND DEDICATION DEFINITIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING A PENALTY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW*

~ Kerry Urbanowicz, Director of Parks, Recreation & Facilities

ESTABLISHED 1880

Sec 41-147 (a) Definitions

Park means any public park, playground, pool, water-feature, lake, waterway, recreation or open space area, or hike and bike trail including a parking lot within such areas, which is operated, maintained and controlled by the city, and heretofore platted, dedicated, or designated as a public park within the city and its extraterritorial jurisdiction. These parks are generally larger in size, 15 acres or larger, and regionally located throughout the city. Land dedicated for public school land, which contains a park or park land as defined herein shall be considered a park for the purposes of this section but only to the extent of the actual land dedicated for such a park.

KYLE CITY COUNCIL MEETING

JULY 5, 2011

VII. Consider and Possible Action, cont...

- 16.** Consideration and Possible Action on a Speed Hump Policy
~ *Lanny Lambert, City Manager*

ESTABLISHED 1880



Speed Hump Policy

A speed hump is a gentle rise and fall of pavement surface placed in the roadway to reduce the speed of vehicles. In local tests and in other cities, it is found to be successful in reducing speed while allowing motorists safe operation of a vehicle.

Step One: Request

A request for Speed Humps begins by contacting the city at <http://www.cityofkyle.com/contact>. Requests can be made by either a neighborhood or a group of residents located on the street requesting speed humps. A designated contact person will receive all correspondence and be responsible for gathering evidence of support. Only request forms supplied by the Department of Public Works or exact copies may be used for this purpose.

Request forms should be submitted to the Department of Public Works at the following address.

**Public Works
Attn: Speed Hump Request Processing
PO Box 40
Kyle, TX 78640**

The request must be for a specific street segment and should include, at a minimum the following information:


- The requested street name
- The boundary of the street segment (example, between 1st Avenue and 5th Avenue)
- Name of contact person
- Address of contact person
- Daytime phone number of contact person
- Evidence of neighborhood support (ten individual signatures representing 10 different residents whose property abuts the street segment in question)
- Signature of contact person

Requests will be evaluated on an as received basis. However, the schedule and process do not preclude the Director of Public Works from installing speed humps when and where it is deemed necessary outside the procedures of this program.

Step Two: Eligibility

In order for a request to qualify for consideration, the street must meet criteria set by the

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Department of Public Works. It is the responsibility of the Department of Public works to conduct an evaluation to determine if the street segment meets the following minimum criteria:

- The street segment must be primarily a residential street which provides direct access to abutting single family, duplex, triplex or quad-plex residential properties
- The street segment must have no more than one moving lane of traffic in each direction of travel
- The street segment may not be designated as an arterial street on any Major Thoroughfare Plan
- The street must have a speed limit of 30 mph as determined in accordance with State Law and be unmodified for slower or faster speeds whether for short time spans, or long. This would include school zones.
- The street segment must not be so close to a Fire Department Facility as to significantly interfere with emergency vehicle operations
- The street segment must be long enough to comply with the minimum placement procedures described in Step Five. The measured length must be continuous without interruption by a traffic control device.
- Other factors such as curves and grade changes on the street, emergency vehicle access, and safe sight distances will be evaluated.

Only those requests meeting all the eligibility requirements will proceed to “Step Three Funding”. If a request is denied, applicants will not be able to reapply to the speed hump program for the following two years unless there is considerable change in conditions.

Step Three: Funding

Projects will be scheduled for construction, as funding is received. An eligible project will be completed if the applicants choose to pay for 100% of the estimated cost of the installation. Applicants are interested residents on the street where the proposed speed hump is to be located, except where a bona fide Home Owners Association exists, in which case it is the HOA’s responsibility to fund any speed humps their member’s request which are approved. Where HOA’s are involved, the HOA Board or executive manager must endorse the proposed project, and indicate that the HOA will provide funding, otherwise the project is ineligible for consideration. Residents that have a mandatory dues paying HOA may not circumvent the HOA’s decision by approaching the city directly in cases where speed hump requests are denied by the HOA. Projects will be constructed no later than the next fiscal year following deposit of funding.

Step Four: Level of Support

If the Department of Public Works determines the street to be eligible and funding has been identified according to Step Two “Eligibility”, and funding identified per Step Three “Funding”; the requestor will be required to canvass the residents for approval. Only canvassing forms supplied by the Department of Public Works will be used for this purpose and each form must be notarized before it is turned in. Any proposed location must show two-thirds approval of residents abutting the street with the proposed location prior to installation.



Step Five: Speed Hump Location

It is the responsibility of the Department of Public Works to determine the final location of all speed humps in accordance with the following safe engineering principles.

- Speed humps will usually be placed between 300 feet to 500 feet apart
- A speed hump will not be located in front of a driveway or within an intersection
- Speed humps will not be located within 250 feet of a traffic control device or within 50 feet of an intersection
- A speed hump will not be located adjacent to a property if the occupant objects to its placement
- Speed humps should not be placed within 6 feet of a driveway
- Speed humps will typically be placed at property lines
- Speed humps will not be placed within a curved section of roadway
- Speed humps will not be placed on street segments with a vertical grade greater than 8%
- “No Parking” signs may be placed within 50 feet of the approaching side of the Speed hump if deemed necessary for safety of the driver

Additional Information

The process for speed hump removal or alteration by residents is the same as the process for installation. Funding will be required before a speed hump is removed or relocated. The cost to remove or relocate the speed humps will include the cost to repair the pavement by milling and overlaying the section of roadway. The Department of Public Works shall prepare and maintain current design standards for speed humps in accordance with this installation procedure.

KYLE CITY COUNCIL MEETING

JULY 5, 2011

VII. Consider and Possible Action, cont...

17. Consideration and Possible Action as may be appropriate in regards to awarding Nonpoint Source Water Quality Program Retrofit of Spring Branch Drive Channel for the City of Kyle 319H Nonpoint Plum Creek Watershed Grant to the apparent lowest bidder, Dale Lowden Excavating, Inc in the amount of \$48,321.00 and Authorizing the City Manager to Execute A Contract with Dale Lowden Excavating for the Construction of the same

~ James Earp, Assistant City Manager

ESTABLISHED 1880



engineers | architects | contractors

Solutions Today with a
Vision for Tomorrow

June 23, 2011
Attn: James Earp, CPM
City of Kyle
100W. Center St.
Kyle, TC 78640

RE: Nonpoint Source Water Quality Program, Retrofit of Spring Branch Drive Channel

Dear Mr. Earp.,

LNV Inc, reviewed the bids submitted on June 17, 2011 for the Nonpoint Source Water Quality Program, Retrofit of Spring Branch Drive Channel. The lowest bid submitted was from CAS Construction; however the bid packet was incomplete as they did not include the Statement of Bidders Qualifications. Dale Lowden Excavating, Inc. bid of forty eight thousand, three hundred twenty-one dollars and zero cents (\$48,321.00) has been verified as the lowest complete bid. Based on a review of past performance it is our opinion that Dale Lowden Excavating, Inc. is qualified to perform the required scope of work. It is also our opinion that the bid submitted by Dale Lowden Excavating, Inc. is a fair and reasonable amount for the scope of work to be performed. We hereby recommend award of the contract to Dale Lowden Excavating, Inc. in the amount of \$48,321.00.

I have attached a copy of the bid tabulation for your records. If you have any questions or need additional information, please feel free to contact me at (512)381-8333.

Sincerely,

Stephen Stokinger, P.E.
Project Engineer
LNV, Inc

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Bid Tabulation

Nonpoint Source Water Quality Program Retrofit of Spring Branch Drive Channel

June 17, 2011 at 3:00 PM

| Bidder Name | Total Bid | Bid Bond | SBQ | Addendum # 1 |
|-----------------------------|-------------|----------|-----|--------------|
| Myers Concrete Construction | \$88,238.00 | X | x | x |
| Lowden Excavating | \$48,321.00 | X | X | X |
| CAS Construction | \$42,138.00 | X | | X |
| KIVA, Inc | \$54,500.00 | X | X | X |
| AEC Austin Engineering | \$49,920.00 | X | X | |
| Nelson Lewis, Inc. | \$63,300.00 | X | X | |
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KYLE CITY COUNCIL MEETING

JULY 5, 2011

VIII. General Discussion and Possible Action

18. General Discussion and Possible Action of the July 1st Call for Applications for the Sustainable Places Project Planning Demonstration Sites
~ *Raquel Garcia, Grants Administrator*

ESTABLISHED 1880



Application Forum
Presented by the
Capital Area Texas Sustainability Consortium

UT Thompson Conference Center
June 24, 2011
9:30 a.m. – 11 a.m.

A G E N D A

- | | |
|---|--|
| I. Welcome and Opening Remarks | Betty Voights , Executive Director Capital Area Council of Governments |
| II. Introduction to the Sustainable Places Project | Sally Campbell , Executive Director Envision Central Texas |
| III. Why Should Local Governments Apply? | Betty Voights |
| IV. Activity Centers Designated as Demonstration Sites | Alex Kone , Planner Capital Area Metropolitan Planning Organization |
| V. The Application Process | Mark Sweeney , Director of Regional Services, Capital Area Council of Governments |
| VI. Questions and Answers | All |
| VII. Closing Remarks | Betty Voights |

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EXAMPLE SUSTAINABLE PLACES PROJECT RESOLUTION

A RESOLUTION OF THE CITY COUNCIL/COUNTY COMMISSIONERS' COURT OF <entity name>, TEXAS, AUTHORIZING THE FILING OF AN APPLICATION TO THE CAPITAL AREA TEXAS SUSTAINABILITY (CATS) CONSORTIUM TO BECOME A DEMONSTRATION SITE FOR THE SUSTAINABLE PLACES PROJECT, A PROGRAM FUNDED BY THE HUD SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT.

WHEREAS, the <entity name> desires to develop the Activity Center (description) through a two-year planning process that will integrate mobility options, expanded economic opportunities, housing choices, a healthy, inclusive community, and concentrated/balanced growth that preserves the surrounding natural environment and supports future growth of the community; and,

WHEREAS, the <entity name> governing body acknowledges a commitment of reasonable resources to support the planning process including meeting space, staff time, coordination with stakeholder groups, and participation by <entity name> leadership in sharing best practices and case studies with other demonstration site leaders; and,

WHEREAS, the <entity name> acknowledges that all consulting and analytical services are being made available through funding received by CAPCOG from the HUD Sustainable Communities Regional Planning Grant and there will be no direct cost to the city/county except for in-kind resources provided; however, there will not be any direct funding provided directly to any city/county participating as a demonstration site; and,

WHEREAS, the <entity name> agrees if designated to formally appoint its Sustainable Places Stakeholders Committee (list attached) in January 2012 ensuring the members understand the city/county's commitment to the two-year planning process and indicating their willingness to serve; and,

WHEREAS, the <entity name> recognizes the importance of communities in the region implementing plans that focus growth to maximize existing assets and infrastructure while sustaining economic competitiveness and the unique qualities of the participating cities and counties including planning for mobility and housing based on where people live and work;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL/COMMISSIONERS' COURT OF THE <entity name>, TEXAS;

1. That a Sustainable Places Project Planning Demonstration Site application is hereby authorized to be filed on behalf of <entity name> with the CATS Consortium.
2. That the City Council/Commissioner's Court commits that members of the governing body and staff as appropriate will work with planning consultants selected by the CATS Consortium to engage stakeholders, facilitate public support, and formulate inventive plans for the designated Activity Center.
3. That the city/county intends to adopt various improvement plans that are developed by the city/county during the planning process, possibly including capital improvements, incentive programs, regulations, and ordinances designed for the Activity Center.

Passed and approved this day of , 2011
(Mayor/County Judge, City/County of)

KYLE CITY COUNCIL MEETING

JULY 5, 2011

IX. Planning and Zoning - Zoning

- 19. (First Reading) AN ORDINANCE AMENDING ORDINANCE NO. 438 (ZONING) OF THE CITY OF KYLE, TEXAS FOR THE PURPOSE OF REZONING APPROXIMATELY 27.01 ACRES FROM 'RS' RETAIL SERVICES DISTRICT TO 'R-3-2-' MULTI-FAMILY RESIDENTIAL DISTRICT, ON PROPERTY LOCATED ON THE EAST SIDE OF IH-35, NORTH OF EAST RR 150 AND SOUTH OF GOFORTH ROAD IN HAYS COUNTY, TEXAS. (CENTER STREET VILLAGE, LP Z-11-007); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW*
~ Shira Rodgers, Director of Planning

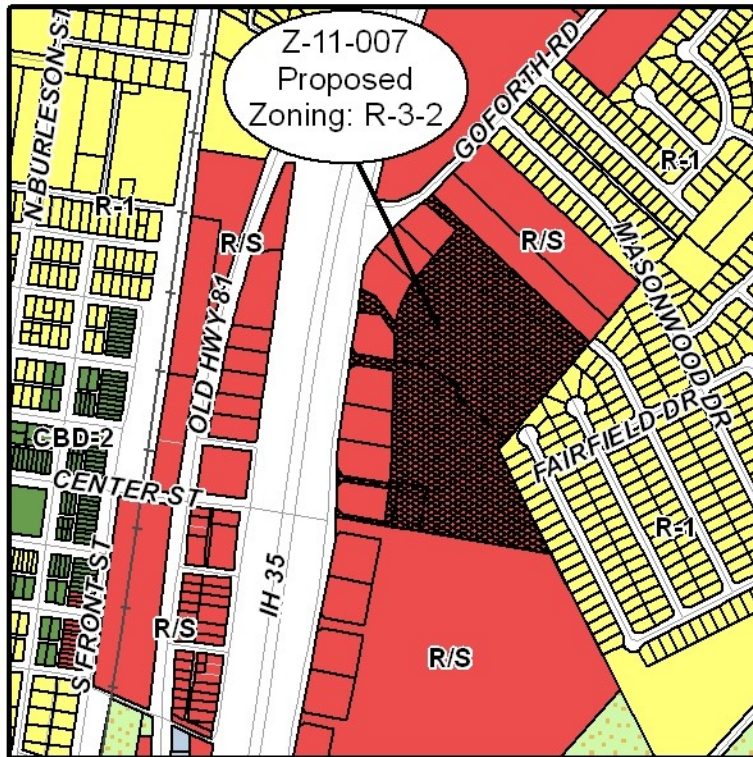
Planning and Zoning Commission voted 4-2 to recommend approval of the zoning request.

Public Hearing

ESTABLISHED 1880

PLANNING AND ZONING COMMISSION

June 28, 2011



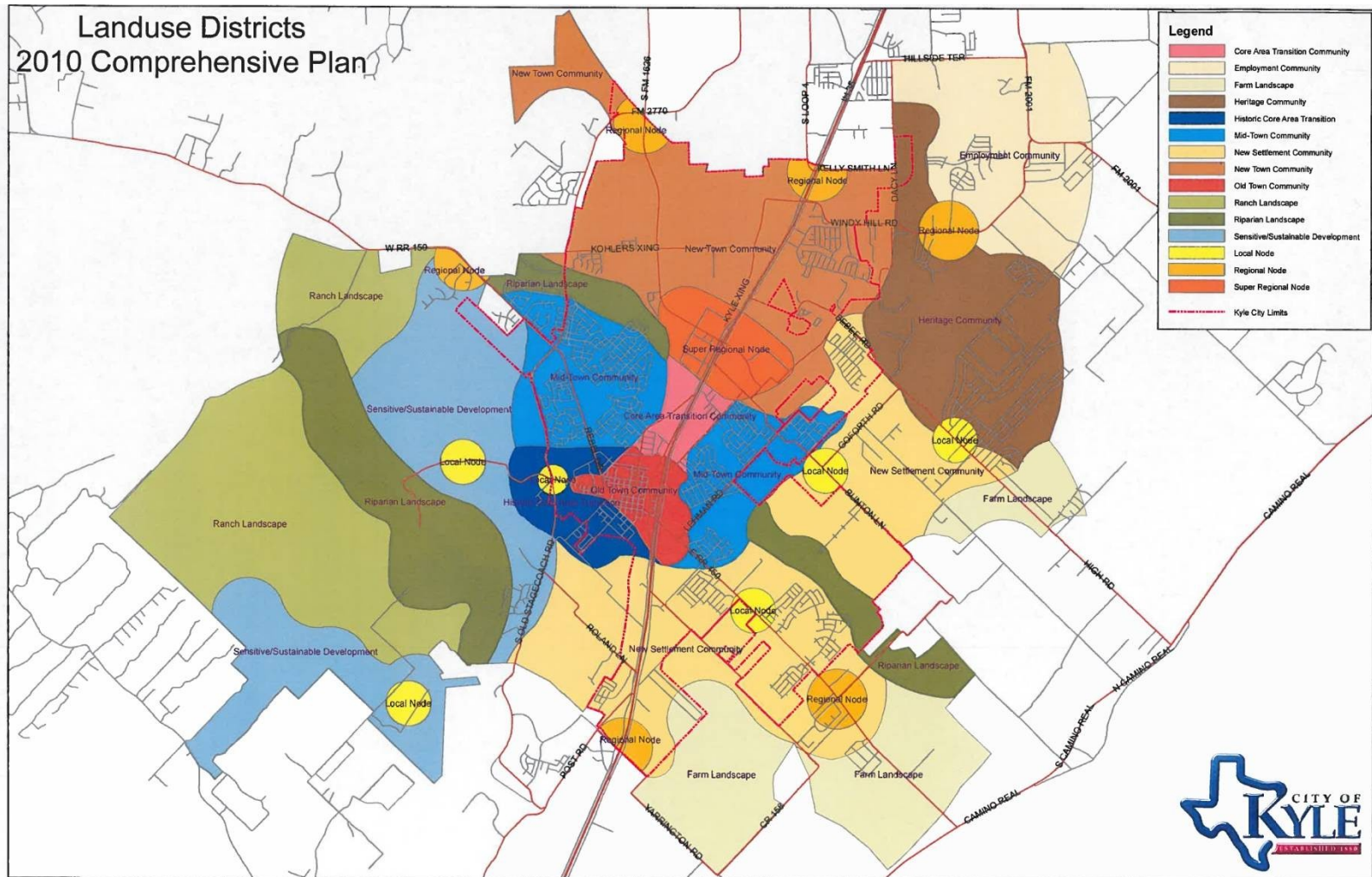
CONFORMANCE WITH COMPREHENSIVE PLAN:

- The site is designated as Old Town Community in the Comprehensive Plan. The Old Town Community allows for Multi-Family Residential 2 District as a conditional use.



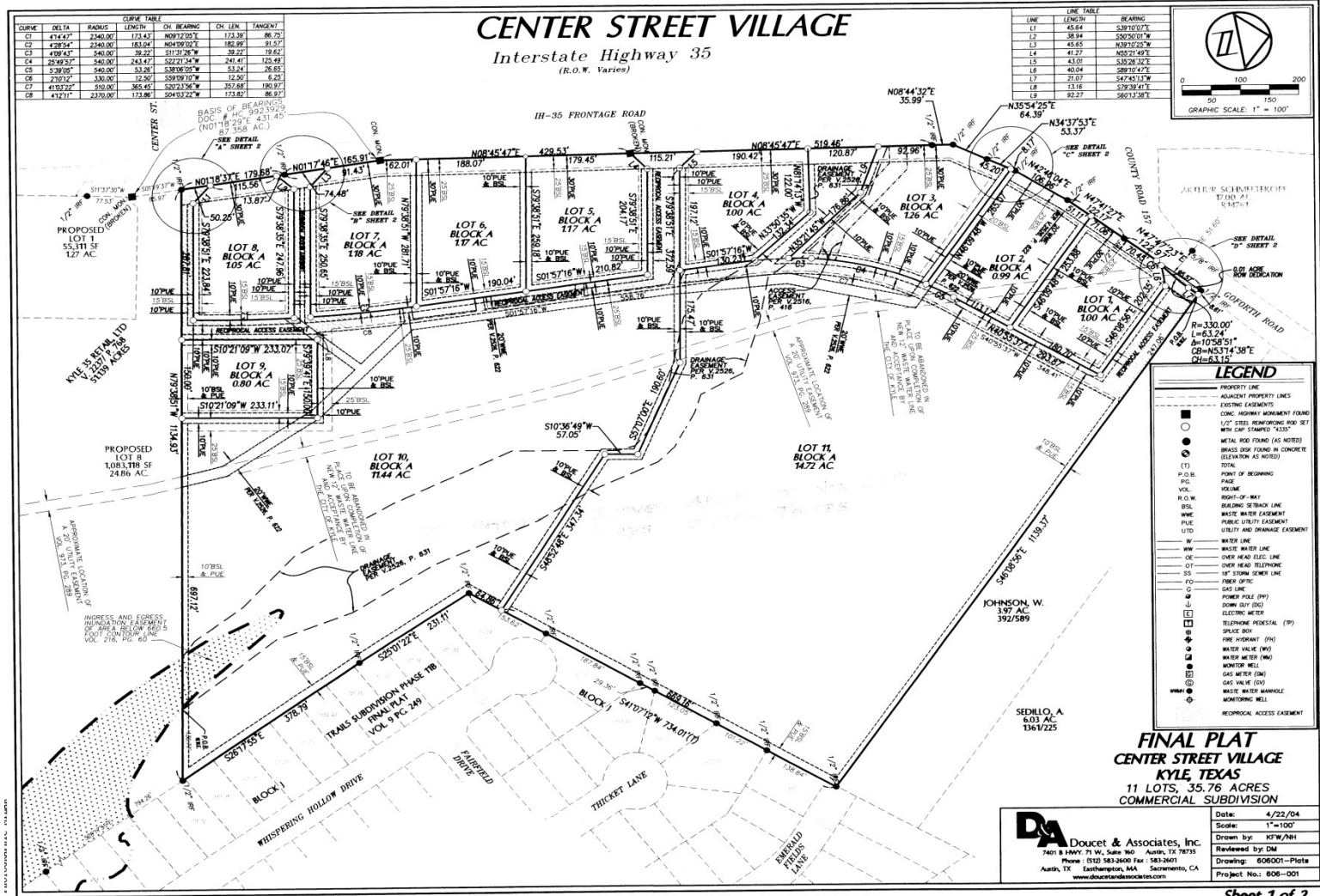
PLANNING AND ZONING COMMISSION

June 28, 2011



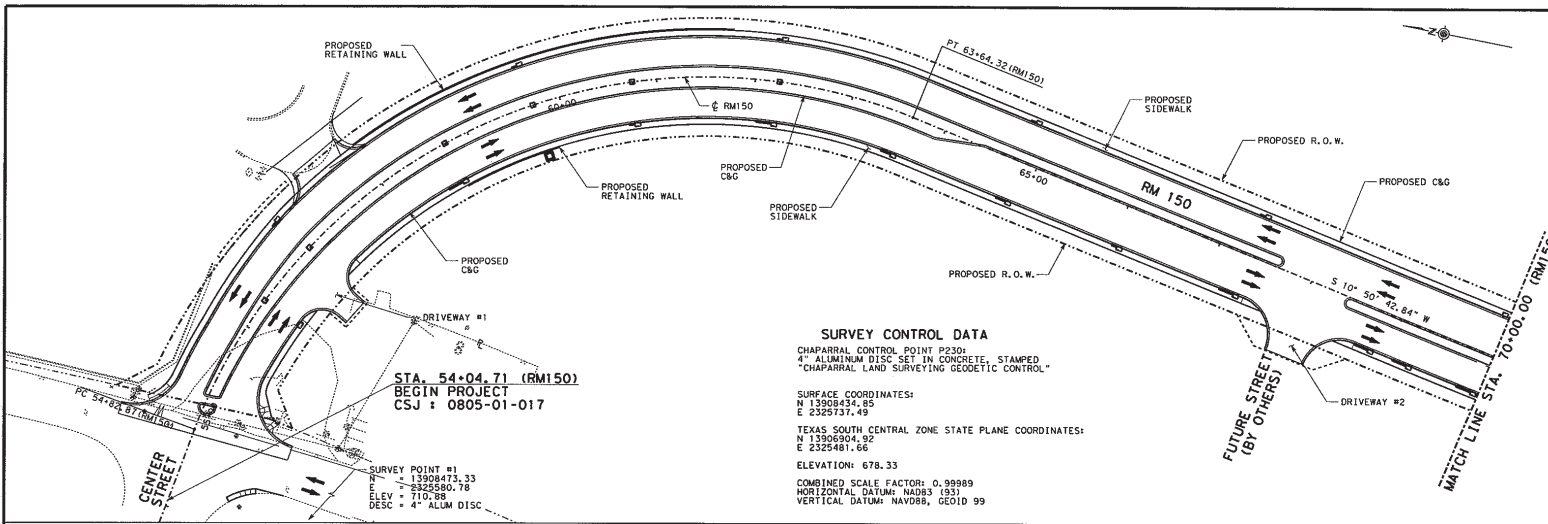
PLANNING AND ZONING COMMISSION

June 28, 2011



PLANNING AND ZONING COMMISSION

June 28, 2011



PLANNING AND ZONING COMMISSION

June 28, 2011

You may send your written comments to the Planning Department, 100 W. Center St., Kyle, Texas 78640
(attention: Zoning *File #*: Z-11-007)

Name: GREGORY B. SUNDAL Address: 350 Thicket LN

I am in favor, this is why _____

I am not in favor, and this is why MORE

• Crime to my neighbor hood

• And lower Property values

Does Kyle want to be
JUST LIKE E-AUSTIN?



KYLE CITY COUNCIL MEETING

JULY 5, 2011

IX. Planning and Zoning – Zoning, cont...

20. *(First Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING OF 'RS' RETAIL SERVICES DISTRICT TO APPROXIMATELY 1.007 ACRES, ON PROPERTY LOCATED AT 1371 RR 150 EAST IN HAYS COUNTY, TEXAS. (FHC CONSOLIDATED Z-11-005); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW*

~ Shira Rodgers, Director of Planning

Planning and Zoning Commission voted 5-0 to recommend approval of the zoning request.

Public Hearing

ESTABLISHED 1880

PLANNING AND ZONING COMMISSION

June 28, 2011



CONFORMANCE WITH COMPREHENSIVE PLAN:

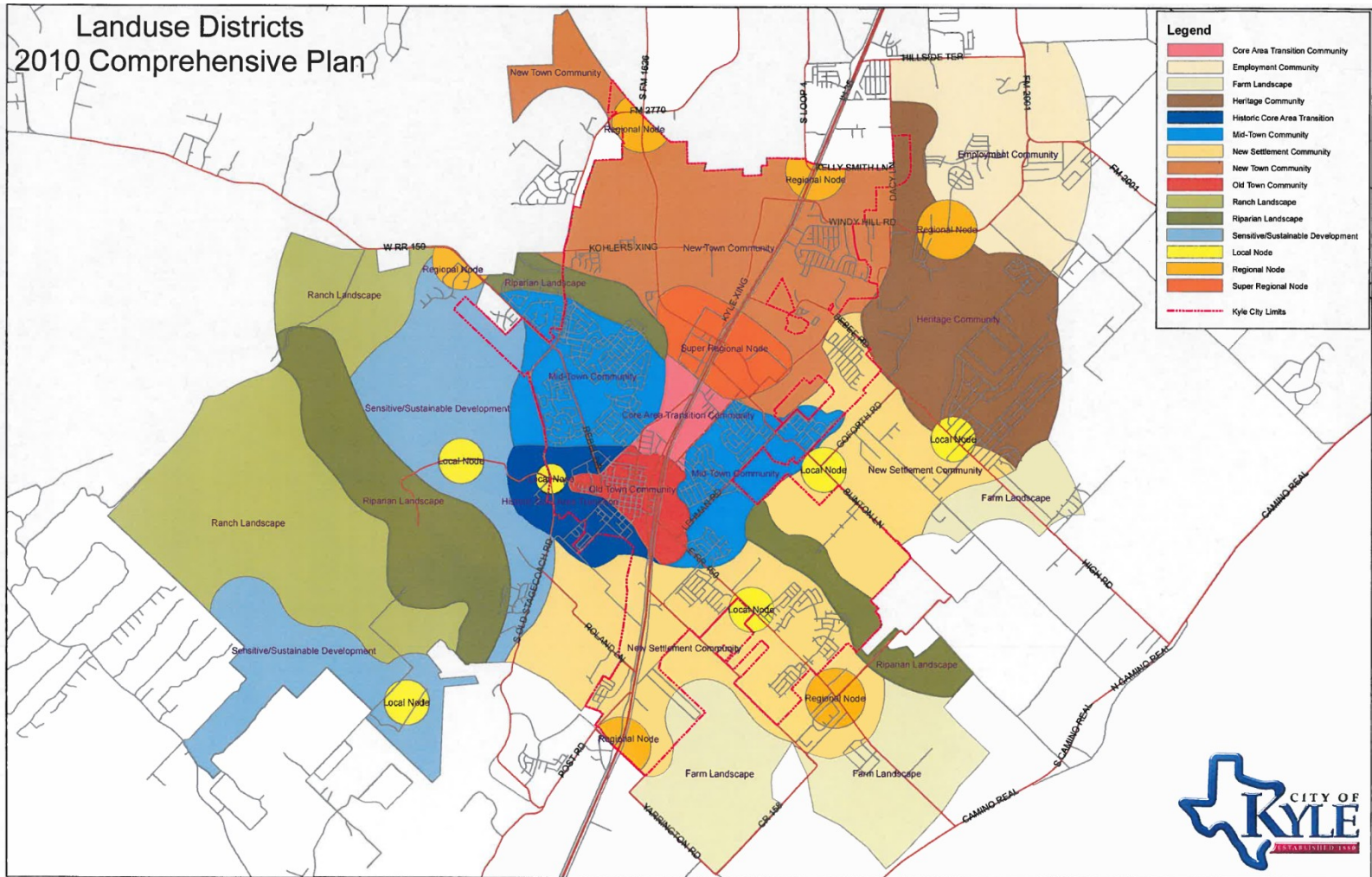
The site is designated as
New Settlement District
in the Comprehensive
Plan.

The New Settlement
District allows for Retail
Services District as a
conditional use.



PLANNING AND ZONING COMMISSION

June 28, 2011



KYLE CITY COUNCIL MEETING

JULY 5, 2011

IX. Planning and Zoning – Variances, cont...

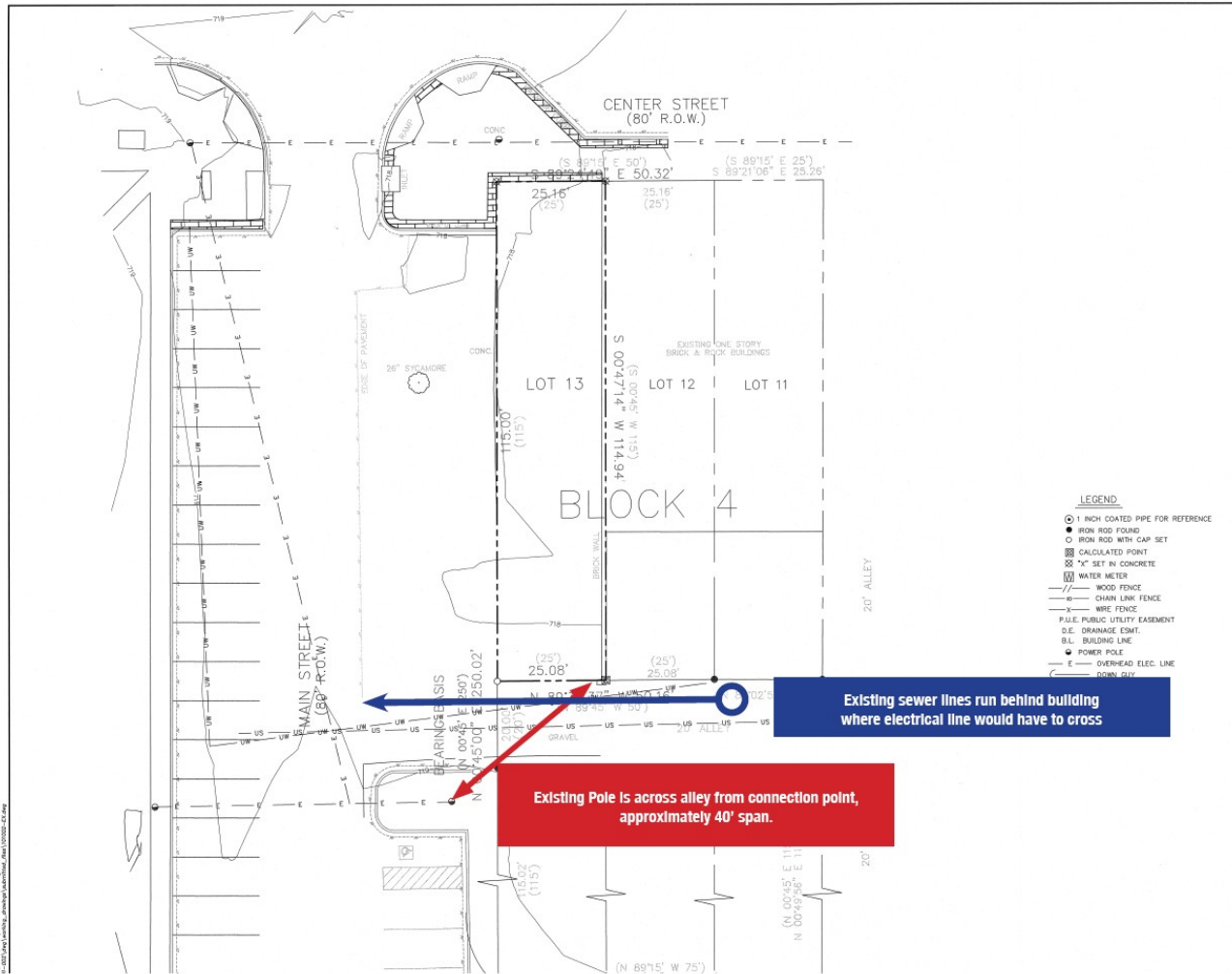
21. Consider and Possible Action Regarding a Variance Request from Cyndy Slovak-Barton for the Barton Word Building to be located at 113 W. Center St. The variance requested is from Chapter 41 Subdivisions, Article V. Standards and Specifications, Section 41-141 Utility Easements of the Code of Ordinances which requires all electrical lines to be located underground
~ *Shira Rodgers, Director of Planning*

Planning and Zoning Commission voted 5-0 to approve the variance request.

ESTABLISHED 1880

PLANNING AND ZONING COMMISSION

June 28, 2011



PLANNING AND ZONING COMMISSION

June 28, 2011



KYLE CITY COUNCIL MEETING

JULY 5, 2011

IX. Planning and Zoning – Conditional Use and Overlay District

21. Consider a request by Matheson Tri-Gas for a Conditional Use Permit to construct a 8,595 square foot building located within the IH-35 Zoning Overlay District.

Located at 2550 Kyle Crossing

Owner: Matheson Tri-Gas

Agent: Charles Turner, T Bar T Construction

~ *Shira Rodgers, Director of Planning*

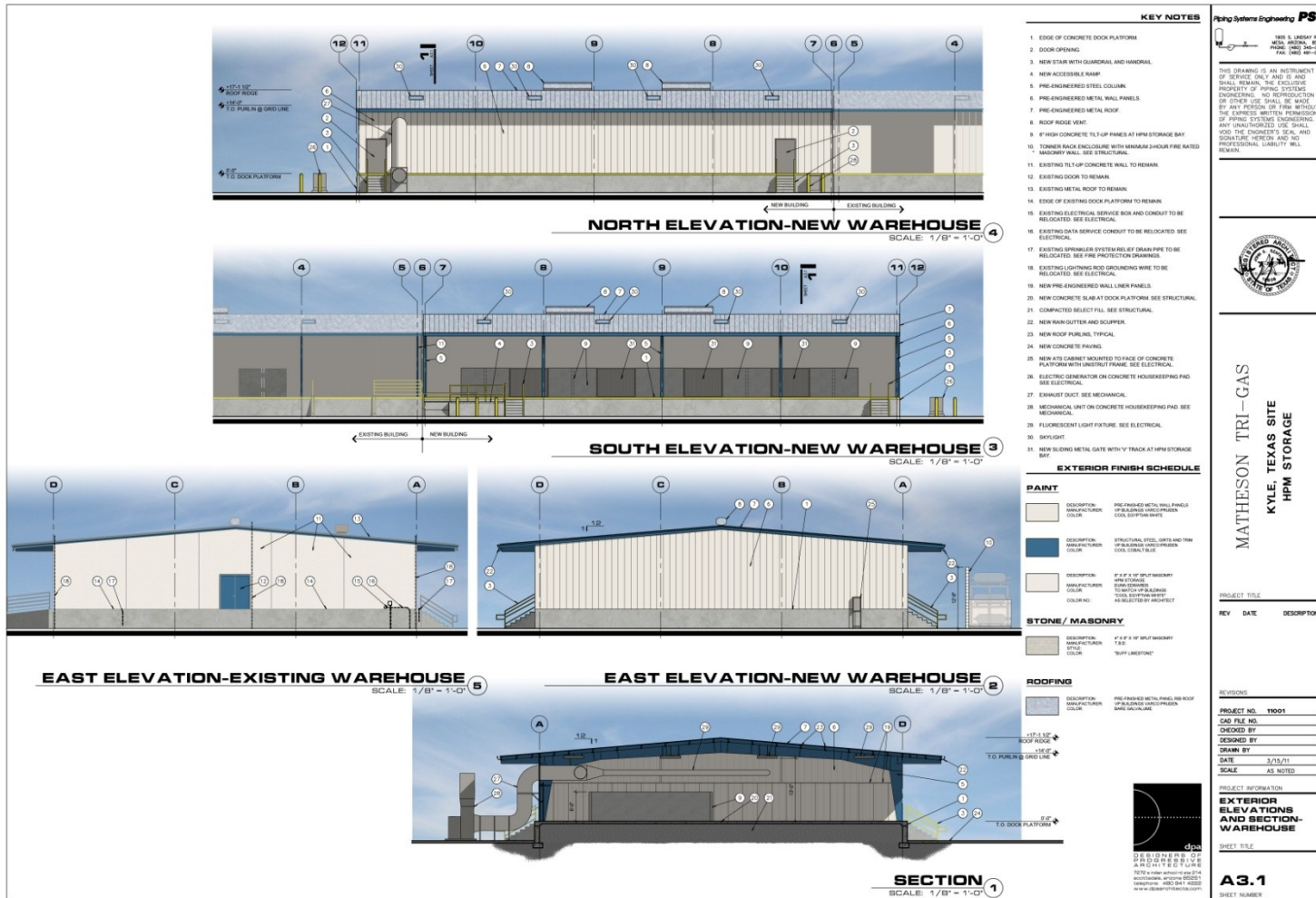
Planning and Zoning Commission voted 6-0 to approve the Conditional Use Permit.

Public Hearing

ESTABLISHED 1880

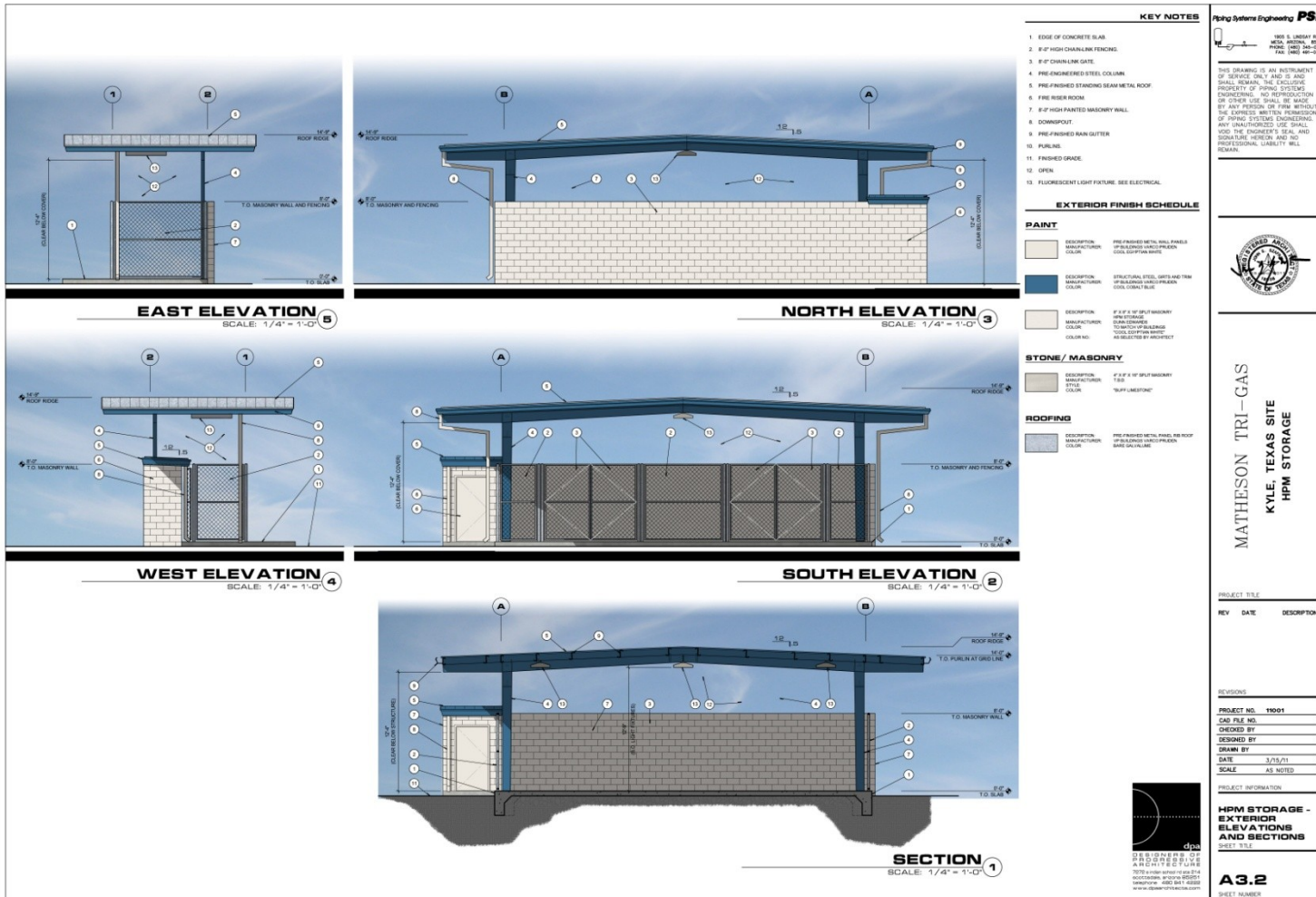
PLANNING AND ZONING COMMISSION

June 28, 2011



PLANNING AND ZONING COMMISSION

June 28, 2011



KYLE CITY COUNCIL MEETING

JULY 5, 2011

IX. Planning and Zoning – Conditional Use and Overlay District, cont...

23. Consider a request by Philemon Martinez for a Conditional Use Permit to occupy and remodel a 4,970 square foot building located within the IH-35 Zoning Overlay District.

Located at 22604 S. IH-35

Owner: Philemon Martinez

Agent: Hugo Elizondo, Cuatro Consultants

~ *Shira Rodgers, Director of Planning*

Planning and Zoning Commission voted 6-0 to approve the Conditional Use Permit.

Public Hearing

ESTABLISHED 1880

PLANNING AND ZONING COMMISSION

June 28, 2011



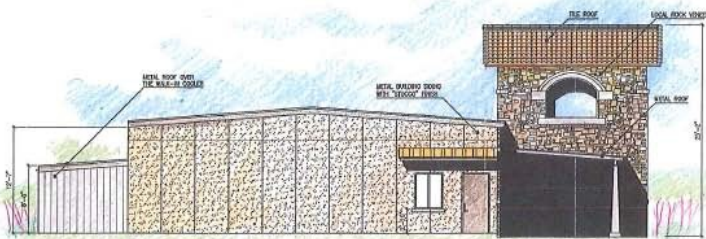
CASA MARIA
22604 IH-35 S.
KYLE, TEXAS 78640

TCHEN ARCHITECTS
5/24/2011

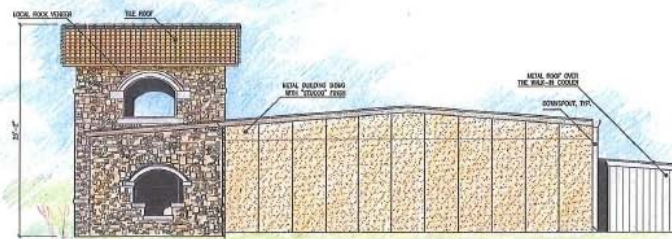


PLANNING AND ZONING COMMISSION

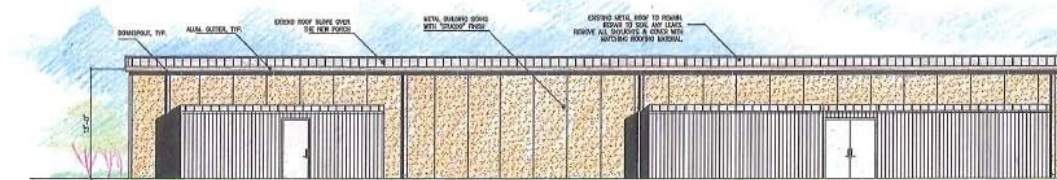
June 28, 2011



SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION

CARA MARIA
22804 IH-35 S.
WYLE, TEXAS 78040
BOYER ARCHITECTS
8/24/2011



KYLE CITY COUNCIL MEETING

JULY 5, 2011

X. City Managers Report

- 24.** Update on Various Capital Improvement Projects, Road Projects, Building Program, and/or General Operational Activities.
~ *Lanny Lambert, City Manager*

Discussion of City Council Retreat to be held on Saturday, July 9, 2011 at Texas Disposal Systems from 8:00 am - 4:00 pm

Discussion of Funding Plan options to provide an estimated \$4,938,594.00 for the City's share of RM 150 Realignment project costs

Discussion of City Council Workshops

ESTABLISHED 1880

KYLE CITY COUNCIL MEETING

JULY 5, 2011

X. City Managers Report

25. Presentation of Guadalupe Blanco River Authority (GBRA) water supply proposed capacity increase and associated costs
~ *James Earp, Assistant City Manager*

ESTABLISHED 1880

520 E. FM 150
Kyle, TX 78640

Lawrence King
2800 South IH 35, Suite 100
Austin, TX 78704

Dear Inspector King,

Pursuant to the letter received by City of Kyle staff dated 25 February, 2011 we offer the following information and plan regarding our current water supply.

The city recognizes the importance of long range water planning, to that end; on June 2, 2011 representatives from the City of Kyle met with representative from the Guadalupe –Blanco River Authority (GBRA) in Sequin Texas to discuss the remaining amount and availability of treated water in the GBRA/San Marcos IH 35 Corridor project.

As provided during the meeting between yourself and I on 19 May, 2011, we currently have supply of 5,091.8 gpm. With the addition of the remaining GBRA water, to be received at Yarrington Station and Lehman Station, our new total supply will be 6,619.6 gpm. Based on 7,439 connections as confirmed during investigation # 893558, dated 2 February 2011, the current percentage of usage, when the additional supply becomes available, on or before 1 September 2011 will be 67 percent.

This additional supply will cost the COK \$746,532.93 annually. Further, primary infrastructure upgrades will be needed to optimize the full extent of this additional water supply. Notwithstanding system upgrades however, the supply and distribution system are both sufficient to meet the current needs of the citizens of Kyle. Obviously any upgrades and system expansion will need to first be determined with consultation of engineering staff. Therefore, the costs associated with any expansion are not currently available for consideration.

If additional information is needed, please contact my office.

Sincerely,

Jason W. Biemer, PWO
Utility Coordinator
WO0016620

Y O F
L E E

H E D 1 8 8 0

June 8, 2011

Mayor Lucy Johnson
City of Kyle
100 W. Center Street
P.O. Box 40
Kyle, TX 78640

Re: 2nd Amendment to Contract for Raw Water Service between GBRA and City of Kyle and
2nd Amendment to Water Supply Agreement and Supplemental Agreement between GBRA
and City of Kyle

Dear Mayor Johnson:

In August 2008, GBRA notified the City of Kyle that GBRA had received two third-party requests for treated water from the San Marcos Water Treatment Plant. In accordance with the 1998 Water Supply Agreement and 2004 Supplemental Agreement between the City of Kyle and GBRA, the City notified GBRA that it was exercising its option to increase its "Agreed Amount" and requested an additional 2.72 MGD. The City of Buda, likewise was provided notice and the City of Buda also notified GBRA that it wished to increase its Agreed Amount and requested an additional 0.5 MGD. The total amount of available treated water capacity from the San Marcos Water Treatment Plant was 2.72 MGD. The City of Kyle and the City of Buda have agreed that the City of Buda would contract for an additional 0.5 MGD and the City of Kyle for the remaining 2.22 MGD.

Enclosed herein are two originals of the Second Amendment to the Contract for Raw Water Service as well as two originals of the Second Amendment to the Water Supply Agreement and Supplemental Agreement to reflect the 2.22 MGD increase. The amendments are not actually effective until October 1, 2011, as requested by the City, and thereby delaying any increased costs until the City's new fiscal year starts.

Please review the enclosed documents and if you find them acceptable, please execute two originals of each document on behalf of the City of Kyle and return them to GBRA for execution. Once executed by GBRA, a fully executed original of both documents will be returned to you for the City's files.

Should you have any questions, feel free to contact me or my staff at your convenience.

Sincerely,



W.E. West, Jr.
General Manager



Main Office: 933 East Court Street ~ Seguin, Texas 78155
830-379-5822 ~ 800-413-4130 ~ 830-379-9718 fax ~ www.gbra.org

GBRA Guadalupe-Blanco River Authority
flowing solutions

Y O F
L E

HE D 1880

**SECOND AMENDMENT TO WATER SUPPLY AGREEMENT
AND SUPPLEMENTAL AGREEMENT BETWEEN
THE GUADALUPE-BLANCO RIVER AUTHORITY AND
THE CITY OF KYLE, TEXAS**

This the Second Amendment (“Second Amendment”) to the Water Supply Agreement dated October 7, 1998 (the “1998 Agreement”) and the Supplemental Agreement, dated March 29, 2004 (the “2004 Agreement”) is executed this ___ day of June, 2011, but effective on October 1, 2011 between the Guadalupe-Blanco River Authority, a conservation and reclamation district and political subdivision of the State of Texas (“GBRA”) and the City of Kyle, Texas (the “City”).

WHEREAS, pursuant to the 1998 Agreement, the 2004 Agreement, and the Contract for Raw Water Service dated October 7, 1998, GBRA has agreed to provide the City up to 2.64 MGD (2,957 acre-feet per year) of treated water from the San Marcos Water Treatment Plant; and

WHEREAS, the City has requested an additional amount of treated water from the San Marcos Water Treatment Plant; and

WHEREAS, GBRA and the City have agreed that GBRA will increase the Agreed Amount by 1,541 gpm or 2.22 MGD (2,486 acre-feet per year) resulting in a new Agreed Amount total of 3,383 gpm or 4.86 MGD.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth in the 1998 Agreement, the 2004 Agreement and the 1998 Contract for Raw Water Service, GBRA and the City agree to amend the 1998 Agreement and the 2004 Agreement as follows:

Section 1. Definitions – “City’s Raw Water Contract” means that certain contract dated October 7, 1998, as amended, by and between GBRA and the City providing the City with a commitment of stored water from Canyon Reservoir or other sources available to GBRA of up to 5,443 acre-feet per year. A copy of such contract is attached hereto as Exhibit 2.

Section 19A. Increased Agreed Amount – Section 18 describes the allocation procedure of the Raw Water Delivery System debt service and debt service coverage costs using the City’s Raw Water Delivery System capacity relative to total Raw Water Delivery System capacity of all GBRA Customers exclusive of the City of San Marcos. Similarly, Section 19 describes the allocation procedure of the Plant and Treated Water Delivery System debt service and debt service coverage costs using the City’s Plant and Treated Water Delivery System capacity relative to total capacity of all GBRA Customers. Effective with this Second Amendment, the Raw Water Delivery System capacity, the Plant capacity, and the Treated Water Delivery System capacity is the increased Agreed Amount of 3,383 gpm or 4.86 MGD.

All Other Terms Remain in Force and Effect GBRA and the City INTEND AND AGREE that all other terms and conditions of the 1998 Agreement and the 2004 Agreement not expressly amended by this Second Amendment, shall remain in full force and effect. If there is a conflict between terms and conditions in this Second Amendment and the 1998 Agreement and 2004 Agreement, the terms and conditions of this Second Amendment control.



City of Kyle, Texas

Guadalupe-Blanco River Authority

By _____
Lucy Johnson, Mayor

By _____
W.E. West, General Manager

THE STATE OF TEXAS §

THE COUNTY OF HAYS §

BEFORE ME, the undersigned authority, personally appeared Lucy Johnson, Mayor of the City of Kyle, Texas personally known or identified to me as the person and officer whose name is subscribed to this instrument. She acknowledged to me that she executed this instrument for the purpose and consideration expressed in it and in her capacity as the authorizing representative of the City of Kyle, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the __ day of June 2011.

(SEAL)

Notary Public
The State of Texas

THE STATE OF TEXAS §

COUNTY OF GUADALUPE §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared **W.E. West, Jr.**, General Manager of the Guadalupe-Blanco River Authority, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Guadalupe-Blanco River Authority, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the __ day of June, 2011.

(SEAL)

Notary Public
The State of Texas



**SECOND AMENDMENT TO CONTRACT FOR RAW WATER SERVICE
BETWEEN THE GUADALUPE-BLANCO RIVER AUTHORITY AND
THE CITY OF KYLE, TEXAS**

This the Second Amendment ("Second Amendment") to the Contract for Raw Water Service dated October 7, 1998 (the "1998 Contract") is executed this ___ day of June, 2011 but effective on October 1, 2011 between the Guadalupe-Blanco River Authority, a conservation and reclamation district and political subdivision of the State of Texas ("GBRA") and the City of Kyle, Texas (the "City").

WHEREAS, pursuant to the 1998 Contract, as amended, GBRA has agreed to provide the City up to 2.64 MGD (2,957 acre-feet per year) of raw water from Canyon Reservoir; and

WHEREAS, the City has requested an additional amount of raw water to be treated and delivered to the City from the San Marcos Water Treatment Plant; and

WHEREAS, GBRA and the City have agreed that GBRA will increase the Annual Commitment by 2.22 MGD (2,486 acre-feet per year).

NOW THEREFORE, in consideration of the mutual promises and obligations set forth in the 1998 Contract, as amended, GBRA and the City agree to amend the 1998 Contract as follows:

1. Quantity GBRA agrees to furnish Purchaser, at the Point of Delivery (hereinafter defined) during the term of this Contract, untreated water from conservation storage in Canyon Reservoir under Certificate of Adjudication 18-2074, as amended, ("GBRA's Canyon Water Right") or from other water sources available to GBRA in such quantity as may be required by Purchaser, not to exceed 5,443 acre feet per year (the "Annual Commitment").

All Other Terms Remain in Force and Effect GBRA and the City INTEND AND AGREE that all other terms and conditions of the 1998 Contract, as amended, not expressly amended by this Second Amendment, shall remain in full force and effect. If there is a conflict between terms and conditions in this Second Amendment and the 1998 Contract, as amended, the terms and conditions of this Second Amendment control.

City of Kyle, Texas

Guadalupe-Blanco River Authority

By _____
Lucy Johnson, Mayor

By _____
W.E. West, General Manager



City of Kyle, Texas
 2011 GBRA Contract Amendment to Increase Water Supply for Kyle
 Analysis of Change in Fixed Cost Billing
 As of June 29, 2011 - Updated

| | Current Level | Revised Level | Unit Increase | % Increase | Current Annual Payment | Revised Annual Payment | \$ Increase Total Annual Payment | % Increase Total Annual Payment |
|---|---------------|---------------|---------------|------------|------------------------|------------------------|----------------------------------|---------------------------------|
| 1. Reservation Fee - Take or Pay (ac. ft.) | 2,957 | 5,533 | 2,576 | 87.12% | \$ 325,270.00 | \$ 639,061.50 | \$ 313,791.50 | 96.47% |
| 2. Raw Water Delivery System (gpm) (\$14,955,000 Bond Issue by GBRA) | 1,842 | 3,383 * | 1,541 | 83.66% | 233,787.00 | 357,827.41 | 124,040.41 | 53.06% |
| 3. IH-35 Treated Water Delivery System (mgd) (\$20,965,000 Bond Issue by GBRA) | 2.64 | 4.86 * | 2.22 | 84.09% | 438,158.58 | 620,883.81 | 182,725.23 | 41.70% |
| 4. San Marcos WTP 12 MGD Expansion (mgd) (\$10,595,000 Bond Issue by San Marcos) | 2.64 | 4.86 * | 2.22 | 84.09% | 251,207.00 | 353,413.03 | 102,206.03 | 40.69% |
| 5. Total Change in Fixed Cost Billing Amount: | | | | | <u>\$ 1,248,422.58</u> | <u>\$ 1,971,185.75</u> | <u>\$ 722,763.17</u> | <u>57.89%</u> |

Note: * Updated to reflect a reduction of 0.08 mgd in Kyle's capacity in WTP and TWDS Pipeline and 55 gpm reduction in RWDS Pipeline in order to allow Buda to add the difference in both systems.

KYLE CITY COUNCIL MEETING

JULY 5, 2011

XI. Staff Report

26. Parks Committee Recommendation for FY2012 Programs
~ *Kerry Urbanowicz, Director of Parks, Recreation & Facilities*

ESTABLISHED 1880

PARD FT Staff FY2011

- **Administration**

- (2) Kerry & Jennifer

- **Recreation**

- (2) Deidre & Sarah

- **Maintenance**

- (1) Michael

- (12) Parks & Grounds

- Arthur, Max, Robert, Joe, Ronnie, David E, Gabe, Amado, David J, Sotero, David R & Roberto

- (3) Buildings & Facilities

- Nathan, Belinda & Mario

Staff Man-Hours

- Administration = 4,160
- Recreation = 4,160
- Maintenance = 33,280

Assumption that each FTE works 2,080 hours per year (40 hours a week x 52 weeks) Seasonal Part-time staff not included and not added to any program

New Programs for FY2012

- Gregg-Clarke Park Sports Complex
- Lake Kyle and PARD Admin Office
- Kyle Library

Gregg-Clarke Park Sports Complex

- Parks & Grounds Maintenance Man-hours needed: **(204)** for grounds services assuming 2 guys, 3 hours a week for 34 weeks a year - not counting leagues or tournaments
- Buildings & Facility Maintenance Man-hours needed: **(312)** for custodial services at new restrooms – assuming 1 person, 2 hours a trip, 3 trips a week, 52 weeks - not counting leagues or tournaments

Lake Kyle & PARD Admin Office

- Administration Needs: Hours of Operation with at least 1 staff on duty
 - October & March - Monday - Saturday 8a - 6p (Closed Sundays)
 - April - September - Everyday 8a - 6p (7 days a week)
 - November - February - Monday - Friday 8a -5p (closed Sat & Sun)
 - Additional Man Hours needed for this schedule **(800)** *split with Rec*
- Parks & Grounds Needs: Man-hours needed for grounds services - assuming 4 guys, 6 hours a day, 32 weeks a year **(768)**
- Buildings & Facilities – Man-hours needed to custodial services at Lake Kyle assuming 3 trips a week, 1 person, 3 hours a trip for 52 weeks a year **(468)**

New Kyle Library

- Parks & Grounds: Man-hours needed for grounds services - assume 2 guys, 4 hours, once a week for 34 weeks **(272)**
- Building & Facilities: Man-hours needed for custodial services - assume 4 days a week, 8 hours a day for 52 weeks **(1,664)**
- Building & Facilities: Man-hours needed for building/facility services - assume 1 guy, 2 hours week for 52 weeks **(104)**

New Recreational Programs

- Expansion of Adult Kickball League
- Adult Flag Football League
- Outdoor Family Camping
- Fishing Leagues & Clubs
- Youth sports – baseball, softball & soccer
- Nature & Wildlife programs
- Additional Outdoor Programs
- Additional Man-hours for these:
 - Administrative – **(260)** *assuming 5 hours a week/year*
 - Recreation – **(520)** *assuming 10 hours a week/year*
 - Maintenance – **(260)** *assuming 5 hours a week/year*

Total New Man-Hours Needed

- Administration – 660 hours
- Recreation – 920 hours
- Parks & Grounds – 1,764 hours
- Building & Facility – 2,548 hours

- **Total – 5,892 hours (2.83 FTE)**

Total New Man-Hours Needed

- Gregg-Clarke Park Sports Complex - 516
- Lake Kyle & Admin Office – 2,036 hours
- New Library – 2,040 hours
- New Programs – 1,300 hours

- **Total – 5,892 hours (2.83 FTE)**

Current Recreation Programs

Polar Bear Splash, Disc Golf, Adult Kickball, Swim Lessons, Swim Team, Summer Camps, Red Cross Training, Fishing, Contract Programs

Man-hours = 2,694

Expense Budget = \$145,207

Revenue Budget = \$191,065

Positive Revenue of \$45,858

Current Special Event Programs

Family Bike Ride, Market Days, Earth Day, Creek Clean Up, Easter Egg-Stravaganza, Movies in the Park, Teen Night @ Pool, July 4th Fireworks, Kyle Fair & Music Festival, Halloween, Santa's Arrival, Lights Spectacular

Man-hours = 6,232

Expense Budget = \$121,000

Revenue Budget = \$61,150

Negative Revenue of \$59,850

Committee's Actions

1. Find 5,892 Man-Hours
2. Recommend suspension of certain Special Events
3. Recommend suspension of certain Recreational Programs
4. Other Budgetary recommendations

Special Event Breakdown

- Santa & Lights Spectacular – 2,340 hours *(\$9,100)*
- Kyle Fair & Music Festival – 2,107 hours *(\$21,000)*
- Easter Egg-Stravaganza – 460 hours *(\$3,000)*
- Halloween Carnival – 425 hours *(\$2,750)*
- Market Days – 368 hours *(\$6,500)*
- Movies in the Park – 153 hours *(\$2,500)*
- Creek Clean Up – 140 hours *(\$0)*
- Family Bike Ride – 118 Hours *(\$0)*
- Earth Day – 69 hours *(\$0)*
- Teen Night at Pool – 28 hours *(\$0)*
- July 4th Fireworks – 24 hours *(\$15,000)*

Totals 6,232 hours

KYLE CITY COUNCIL MEETING

JULY 5, 2011

XII. Executive Session

27. Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, and Section 1.05, Tex. Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding the lawsuit pending in Hays County District Court, City of Kyle v. Goodman, Barton Springs / Edwards Aquifer Conservation District, et al., and the defendants' settlement counteroffer.

ESTABLISHED 1880

KYLE CITY COUNCIL MEETING

JULY 5, 2011

XII. Executive Session

28. Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding the Barton Springs / Edwards Aquifer Conservation District's settlement counteroffer

ESTABLISHED 1880

KYLE CITY COUNCIL MEETING

JULY 5, 2011

XIII. Adjourn

CITY OF
KYLE

ESTABLISHED 1880
